SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT

This Second Amendment to Contract for Employment is made and entered into this 18th day of July, 2011, between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, hereinafter referred to as University, and Bruce Walker, an individual, hereinafter referred to as Employee.

WHEREAS, the parties entered into a Contract for Employment with an initial term of July 1, 2009 to June 30, 2010; and

WHEREAS, the parties entered into a First Amendment to Contract for Employment extending the term to June 30, 2011;

WHEREAS, the parties now desire to amend said Contract for Employment by making certain changes thereto.

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 of Employee shall be and the same is hereby amended as follows:

FIRST: Amendment to Article I. The above described Contract for Employment shall be and the same is hereby amended by extending the term thereof to June 30, 2012.

SECOND. Remaining Terms and Conditions. The Contract for Employment previously executed by the parties shall continue in full force and effect, as amended by the First Amendment to Contract for Employment, and as amended by this Second Amendment to Contract for Employment. The terms and conditions of said Contract for Employment, as amended, which are not amended by this Second Amendment to Contract for Employment, are ratified and confirmed and shall continue in full force and effect throughout the remaining term of the Contract as written.

Dated this 18th day of July, 2011.

EMPLOYEE

R. Bruce Walker

Signature

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Brady J. Deaton

Brady Deaton, Chancellor
University of Missouri-Columbia

Michael F. Alden
Director of Intercollegiate Athletics
University of Missouri-Columbia

Gary R. Pinkel
Head Football Coach

FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT

This First Amendment to Contract for Employment is made and entered into this 1st day of July, 2010, between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, hereinafter referred to as University, and Bruce Walker, an individual, hereinafter referred to as Employee.

WHEREAS, the parties entered into a Contract for Employment with an initial term of July 1, 2009 to June 30, 2010; and

WHEREAS, the parties now desire to amend said Contract for Employment by making certain changes thereto.

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 of Employee shall be and the same is hereby amended as follows:

FIRST. Amendment to Article I. The above described Contract for Employment shall be and the same is hereby amended by extending the term thereof to June 30, 2011.

SECOND. Remaining Terms and Conditions. The Contract for Employment previously executed by the parties shall continue in full force and effect, as amended by this First Amendment to Contract for Employment, 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 are ratified and confirmed and shall continue in full force and effect throughout the remaining term of the Contract as written.

Dated this 1st day of July, 2010.

EMPLOYEE

Signature

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

Brady Deaton, Chancellor
University of Missouri-Columbia

Michael F. Alden
Director of Intercollegiate Athletics
University of Missouri-Columbia

Gary R. Pinkel
Head Football Coach

CONTRACT FOR EMPLOYMENT

This Contract for Employment (hereinafter the "Agreement") is made as of this 27th day of July, 2009, between The Curators of the University of Missouri (hereinafter the "University") and Bruce Walker (hereinafter the "Employee").

ARTICLE I – TERM

1.1 The term of this Agreement shall commence on July 1, 2009 and end on June 30, 2010 (hereinafter "End Date"). 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) and/or the President of the University (hereinafter the "President") in accordance with University policies.

ARTICLE II – DUTIES

2.1 The Employee is hereby employed by the University as Assistant Coach of the MU Football Team. During the term of this Contract for Employment, 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 will serve as assistant coach, which duties shall include those assigned by the Head Football Coach. The Employee shall perform his duties under the established policies and procedures of the University. He shall comply with the rules, regulations and established policies and practices of the University's 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 (Big 12) and the National Collegiate Athletic Association (NCAA). He shall make all reasonable efforts to ensure that he performs his duties in compliance with the applicable rules and regulations of the Big 12 and the NCAA.

2.3 At the request of the Director of Intercollegiate Athletics at MU, the Head Football Coach 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.

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 Big 12. 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 (for the prior year ending August 31), 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 football program 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 from January 1, 2009 to December 31, 2009, the University shall pay the Employee at the annual rate of Two Hundred Sixteen Thousand Dollars ($216,000.00). The salary for the Employee shall be subject to review within 30 days of the end of each calendar year by the Head Football Coach and Director of Intercollegiate Athletics and approval by the Chancellor and/or the President 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 Contract for Employment, including, but not limited to expenses incurred with recruiting and scouting. Such reimbursement shall be made in accordance with the standard procedures of the University.

3.4 It is agreed that the Employee has the right to engage in additional 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 and 3.5 hereof, and neither conflict with the efficient conduct of the MU football program or Employee's duties hereunder, and do not violate current policies, rules and regulations pertaining to the consulting and use of the University in advertising.

3.5 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 connection with his position as Assistant Coach. In connection with such activities, the University agrees to provide to the Employee access to and permission to use any photographs, films and videos of MU football competitions, and photographs, films and videos related to MU's football program, to the extent the University has the legal authority to do so. It is agreed that MU will retain copyright on all such materials used by the Employee and may require a licensing fee when these items are used in a commercial fashion.

ARTICLE IV – TERMINATION

4.1 So long as more than 12 months remain of the term of this Agreement, 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 without the prior written permission of the Director of Intercollegiate Athletics and Head Football Coach or the Chancellor of MU, including, but not limited to employment as a football coach at any institution of higher

education in the United States or for any football team participating in any professional football league or conference in the United States or Canada.

4.2 This Agreement shall terminate automatically if the Employee dies, and MU may terminate this Contract for Employment if the Employee becomes permanently disabled as determined by a qualified physician. "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 Big 12 Conference, NCAA and University rules in his conduct of the men's intercollegiate football 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 Employee engages in conduct which is contrary to public convention and morals, or in any act which will reasonably tend to bring him or the University into public contempt, scorn or ridicule, or that will offend public morals or decency as a result of such conduct or act, the University may terminate this Agreement for cause without further financial obligation to Employee when conduct 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.

4.5(a) University Initiated Termination. The University may terminate this Agreement at anytime with or without cause. The term "cause" shall include, in addition to and as examples of its normally understood meaning in employment contracts, those acts set forth in the definition of "cause" in the Head Football Coach's contract.

4.5(a)(i) Termination Without Cause. If the University terminates this Agreement prior to the end of the term of the Agreement and without cause, 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; provided, however, that any amounts received by the Employee from other employment 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, including any bonuses earned but not paid.

4.5(a)(ii) Termination With Cause. In the event this Agreement 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 of income resulting from activities such as, but not limited to, camps, clinics, media appearance, shoe or apparel contracts, consulting relationships or from any other source whatever that may ensue as a result of the University's termination of this Agreement. 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 Agreement, which may be taken by the University pursuant to the Agreement.

4.5(b) Employee Initiated Termination. Employee may terminate this Agreement with permission or without permission.

4.5(b)(i) Termination with Permission. If Employee desires to terminate this Agreement with the permission of the University, Employee must obtain the prior written permission of the Director of Intercollegiate Athletics and the Head Football Coach or the Chancellor of MU. Permission to terminate this Agreement shall be in addition to any permission obtained under Paragraph 4.1. Employee and University acknowledge and agree that at the time Employee seeks permission pursuant to Paragraph 4.1, or this Paragraph 4.5(b)(i), Employee shall identify to the University the potential Employer(s) and position(s) Employee wishes to consider and/or accept. If Employee does not secure permission pursuant to Paragraph 4.1, or this Paragragh 4.5(b)(i), Paragraph 4.5(b)(ii) applies. If employee terminates this Agreement with permission, he shall not be liable to the University for liquidated damages or shall be liable for liquidated damages in an amount mutually agreed to in writing by the parties at the time such permission to terminate is granted. In no circumstance shall the terms of the liquidated damages imposed pursuant to this Paragraph 4.5(b)(i) be less favorable to Employee than the terms of the liquidated damages prescribed by Paragraph 4.5(b)(ii), if any.

4.5(b)(ii) Termination without Permission. Except as provided in Paragraph 4.5(b)(i), if Employee terminates this Agreement prior to the expiration of its term, Employee shall pay the University liquidated damages in an aggregate 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; provided, however, that Employee will not owe any liquidated damages to the University if at the time he terminates this Agreement, Gary Pinkel is no longer the Head Football Coach of the University of Missouri-Columbia football team.

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 and Employee are obligated under the terms of the Agreement to comply fully with any investigation by the University, the Big 12 Conference or the NCAA.

5.3 The University and Employee 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 acknowledges that student athletes are subject to all policies, rules and regulations governing all students of the University and that the University and Employee 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 Contract for Employment as of the date first above written.

Signature
Bruce Walker

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

Gary R. Pinkel
Head Football Coach

Michael F. Alden
Director of Athletics

Brady J. Deaton
Chancellor