

SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT

This SECOND AMENDMENT TO CONTRACT FOR EMPLOYMENT ("Second Amendment") is entered into and made effective as of this 5th day of December, 2018, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri ("University") and BARRY ODOM, 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 Contract for Employment dated August 30, 2016, as amended by that certain Amendment To Contract for Employment dated April 11, 2018 (collectively, the "Agreement"); and

WHEREAS, the University and the Employee now desire to amend the Agreement by changing certain of its provisions and adding certain provisions, as set forth in this Second 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, effective as of January 1, 2019:

"Term. The term of this Contract for Employment shall commence on December 3, 2015, and end on February 28, 2025, unless earlier terminated as set forth herein. The term of this Contract for Employment may be extended by the Parties as set forth in Paragraph 10; provided that for any season during the term in which Employee was serving as head coach and in which the football team wins at least nine (9) regular season and post-season games combined, the term of this Contract for Employment shall automatically be extended for one (1) additional year."

2. Paragraph 4.A is hereby deleted in its entirety and the following is inserted in its place, effective as of January 1, 2019:

"A. University agrees to pay to the Employee the amount of Six Hundred Twelve Thousand Five Hundred Dollars (\$612,500.00) during each full calendar

year of this contract, as set forth in Subparagraph 4K, 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. 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. Beginning with the 2019 season, for each season during the term in which Employee served as head coach during the regular season and in a post-season bowl game, this amount will be increased by Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) effective as of the January 1 following such regular season."

3. Paragraph 4.B is hereby deleted in its entirety and the following is inserted in its place, effective as of January 1, 2019:

"B University agrees to pay to the Employee the amount of Six Hundred Twelve Thousand Five Hundred Dollars (\$612,500.00) during each full calendar year of this contract, as set forth in Subparagraph 4K, 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.*, network 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. Beginning with the 2019 season, for each season during the term in which Employee served as head coach during the regular season and in a post-season bowl game, this amount will be increased by Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) effective as of the January 1 following such regular season."

4. Paragraph 4.C is hereby deleted in its entirety and the following is inserted in its place, effective as of January 1, 2019:

"C. University agrees to pay to the Employee the annual amount of Six Hundred Twelve Thousand Five Hundred Dollars (\$612,500.00) during each full calendar year of this contract, as set forth in Subparagraph 4K, 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. Beginning with the 2019 season, for each season during the term in which Employee served as head coach during the regular season and in a post-season bowl game, this amount will be increased by Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) effective as of the January 1 following such regular season."

5. Paragraph 4.D is hereby deleted in its entirety and the following is inserted in its place, effective as of January 1, 2019:

"D. The Employee will actively participate with and assist the Director of Athletics and any other personnel of the Athletic Department designated by the Director of Athletics 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 Director of Athletics or his designee may schedule, and Employee commits to attend, up to thirty (30) such public appearances each year during the term of this Contract for Employment. The Director of Athletics 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 use reasonable efforts to advance and enhance the image of the football program at the University of Missouri-Columbia. The University will pay to the Employee the annual sum of Six Hundred Twelve Thousand Five Hundred Dollars (\$612,500.00) during each full calendar year of this contract, as set forth in Subparagraph 4K, for the performance of services under this paragraph.

Beginning with the 2019 season, for each season during the term in which Employee served as head coach during the regular season and in a post-season bowl game, this amount will be increased by Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) effective as of the January 1 following such regular season."

6. Paragraph 5.A is hereby deleted in its entirety and the following is inserted in its place, effective as of January 1, 2019:

A. The University agrees to deposit into a fund for deferred compensation purposes ("Fund"), which Fund shall be owned, maintained and controlled by the University, within fifteen days of each July 1 of each year during the term of this Contract for Employment, the sum of One Hundred Fifty Thousand Dollars (\$150,000.00).

7. Effective July 1, 2019, Appendix A (as previously amended) is hereby deleted and replaced with the attached Appendix A. For purposes of calculating the amounts due in respect of merit incentives for the 2018 season, the Parties intend that Appendix A (as previously amended), shall govern with respect to the Athletic Achievement, Coaching Recognition Achievement, and Ticket Revenue incentives, and with respect to the Academic Achievement and the Academic and Social Achievement incentives, if any, payable in 2019, the Parties agree to utilize the attached Appendix A (2018-2019), which Appendix A (2018-2019) is effective on January 1, 2019 and ending on June 30, 2019, for the 2018-2019 academic year only.

8. A new Paragraph 7.D is inserted, as follows:

"D. As required by the NCAA: Employee acknowledges and agrees that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). Failing to satisfy the responsibility to cooperate may result in an independent allegation and/or be considered an aggravating factor for purposes of determining a penalty. If Employee is found in violation of NCAA regulations, in addition to any rights the University has pursuant this Agreement, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment. The provisions of this Paragraph 7.D shall survive the termination or expiration of this Contract for Employment."

9. 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.

10. This Second Amendment may be signed in one or more counterparts, each of which is an original and together which constitute one in the same instrument.

[Signature Page Follows]

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



Barry Odom
Head Football Coach

Recommended by:

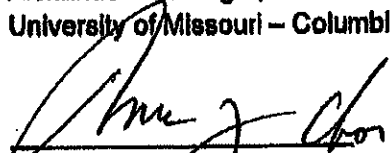


Jim Sterk, Director
of Intercollegiate Athletics

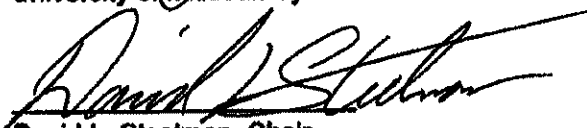
THE CURATORS OF THE
UNIVERSITY OF MISSOURI



Alexander Cartwright, Chancellor
University of Missouri - Columbia



Mun Y. Choi, President
University of Missouri System



David L. Steelman, Chair
Board of Curators
University of Missouri

APPENDIX A (2018-2019)

Academic Achievement and Academic and Social Achievement

(effective January 1, 2019 ending June 30, 2019)

Academic and Social Conduct Incentive

The following goals have been set for the contractual incentive related to academic and social achievement for the 2018-2019 academic year. The first four (academic) incentives are each worth \$37,500 and may be earned individually. The Academic/Social Incentive is worth \$275,000 and four of the six incentives must be achieved as follows: the Academic Progress Rate (APR) goal must be achieved; one of two of the social goals must be achieved; and at least two additional goals must be achieved. Obtaining four out of the six per the aforementioned criteria will result in the Academic/Social incentive payout of \$275,000, for a potential maximum of \$425,000. Data used will be from the academic year (Fall/Spring Semesters). Complete data may not be available for these purposes until June of each year.

Academic:

1. **G.P.A. – At conclusion of academic year (after spring semester) team GPA (of student-athletes receiving countable financial aid) is a 2.85 or higher cumulative grade point average. (\$37,500)**
2. **APR – At conclusion of academic year (after spring semester) team multi-year APR of 970 or higher (as calculated by the NCAA). The program may not be under any NCAA academic penalty pursuant to the Academic Performance Program or any future NCAA academic program that may enhance or replace it in the future. (\$37,500)**
3. **Graduation Success Rate (GSR) – At conclusion of academic year (after spring semester) team GSR (of student-athletes receiving countable financial aid) is 80% or higher (as calculated by the NCAA). (\$37,500)**
4. **Progress Toward Degree – 95% retained scholarship student-athletes meet NCAA, Southeastern Conference and institutional progress toward degree requirements (to be determined in August upon completion of the summer term). (\$37,500)**

Social:

5. **Social – Demonstrate individual social responsibility by members of the staff and team by participation in at least two organized charitable and/or community activity by 100% of squad members and full-time staff members.**
6. **Graduation Sash – 95% of graduating student-athletes obtained a Graduation Sash^.**

^Student-Athletes must average and/or fulfill the following requirements for every year enrolled at Mizzou.

- **10 hours community service per year**
- **Regular attendance at mandatory Mizzou Made curriculum classes/events.**
- **Professional resume on file no later than one month prior to graduation**
- **Good academic standing**
- **Good standing with student conduct board**
- **Member of team in final season of eligibility**

APPENDIX A
Academic Achievement and Academic and Social Achievement

(effective July 1, 2019)

Academic and Social Conduct Incentive

The following goals have been set for the contractual incentive related to academic and social achievement. The first four (academic) incentives are each worth \$50,000 and may be earned individually. The Academic/Social incentive is worth \$300,000 and four of the six incentives must be achieved as follows: the Academic Progress Rate (APR) goal must be achieved; one of two of the social goals must be achieved; and at least two additional goals must be achieved. Obtaining four out of the six per the aforementioned criteria will result in the Academic/Social incentive payout of \$300,000, for a potential maximum of \$500,000. Data used will be from the academic year (Fall/Spring Semesters). Complete data may not be available for these purposes until June of each year.

Academic:

1. **G.P.A. – At conclusion of academic year (after spring semester) team GPA (of student-athletes receiving countable financial aid) is a 3.0 or higher cumulative grade point average. (\$50,000)**
2. **APR – At conclusion of academic year (after spring semester) team multi-year APR of 970 or higher (as calculated by the NCAA). The program may not be under any NCAA academic penalty pursuant to the Academic Performance Program or any future NCAA academic program that may enhance or replace it in the future. (\$50,000)**
3. **Graduation Success Rate (GSR) – At conclusion of academic year (after spring semester) team GSR (of student-athletes receiving countable financial aid) is 80% or higher (as calculated by the NCAA). (\$50,000)**
4. **Progress Toward Degree – 95% retained scholarship student-athletes meet NCAA, Southeastern Conference and institutional progress toward degree requirements (to be determined in August upon completion of the summer term). (\$50,000)**

Social:

5. **Social – Demonstrate individual social responsibility by members of the staff and team by participation in at least two organized charitable and/or community activity by 100% of squad members and full-time staff members.**
6. **Graduation Sash – 95% of graduating student-athletes obtained a Graduation Sash[^].**

[^]Student-Athletes must average and/or fulfill the following requirements for every year enrolled at Mizzou.

- **10 hours community service per year**
- **Regular attendance at mandatory Mizzou Made curriculum classes/events.**
- **Professional resume on file no later than one month prior to graduation**
- **Good academic standing**
- **Good standing with student conduct board**
- **Member of team in final season of eligibility**

Appendix A
Barry Odom - - Head Football Coach Performance Incentives
(Effective July 1, 2019)

Annual One-Time (non-permanent) Performance Incentives	Per Incentive	Maximum
Academic Achievement (see attached worksheet for detail):	\$ 50,000	\$ 200,000
Social + Academic Achievement (see attached worksheet for detail):		\$ 300,000
Maximum Value (cumulative)		\$ 500,000
Athletic Achievement:		
Weekly Top-25 Ranking (AP, Coaches, or CFP polls) (per week)	\$5,000	\$80,000
Final Ranking (AP, Coaches, or CFP polls)		
Top 25 Finish	\$ 50,000	
Top 10 Finish	75,000	
Top 5 Finish	100,000	
Maximum Value (non-cumulative - only highest level earned)		\$ 100,000
Victories (Regular Season and Post-Season combined)		
7 wins	\$ 25,000	
8 wins	50,000	
9 wins	100,000	
10 wins	150,000	
11 wins	200,000	
12 wins	250,000	
13 wins	300,000	
14 or 15 wins	350,000	
Maximum Value (non-cumulative - only highest level earned)		\$ 350,000
SEC Incentives		
Division Champions/Participating in Championship Game	\$ 100,000	
SEC Conference Champion	200,000	
Maximum Value (non cumulative - only highest level earned)		\$ 200,000
Post-season Participation (requires 6-6 record, or better, and must coach in game)		
Birmingham or Independence or Non-Affiliated SEC Bowl Game Participant	\$ 50,000	
Citrus Bowl or SEC Group of Six Bowl Game Participant	100,000	
"New Year's Six" Bowl Game (CFP non-semi-final) Participant	200,000	
"New Year's Six" Bowl Game (CFP semi-final) Participant	250,000	
National Championship Game Participant	400,000	
National Champion	500,000	
Maximum Value (non cumulative - only highest level earned)		\$ 500,000
Coaching Recognition Achievement:		
Conference Coach of the Year Honors (by AP or Conference)	\$ 25,000	
National Coach of the Year Honors (by Nationally recognized Poll or Association)	100,000	
Maximum Value (cumulative)		\$ 125,000
Maximum Value - Annual One-Time (non-permanent) Performance Incentives*:		\$ 1,855,000
* (plus ticket revenue incentive)		

Appendix A
Barry Odorn -- Head Football Coach Performance Incentives
(Effective July 1, 2019)

Ticket Revenue Incentive			
Any season during the term in which Employee is serving as head coach and in which ticket revenue for home games of the football team exceeds Eleven Million Seven Hundred Thousand Dollars (\$11,700,000), an amount equal to 20% of the amount over Eleven Million Seven Hundred Thousand Dollars (\$11,700,000). "Ticket Revenue" shall mean gross ticket sales minus all applicable taxes. It shall include actual ticket price, including debt fee, if any. It shall not include gifts or donations associated with any premium space or ticket location.			