

FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT is effective as of January 1, 2008 by and between Kansas Athletics, Inc. ("Athletics") and Mark Mangino ("Head Coach"), referred to from time to time herein as the "parties," and supplements and amends the prior Employment Agreement between the parties, dated January 1, 2006.

WHEREAS, Athletics operates the intercollegiate athletics programs of the University of Kansas ("KU"), subject to the direction and control of the Chancellor of the University of Kansas; and

WHEREAS, Head Coach currently serves, and Athletics desires that Head Coach should continue to serve, as the head football coach for the KU intercollegiate football program; and

WHEREAS, the parties have previously entered into an Employment Agreement dated and effective as of January 1, 2006; and

WHEREAS, the parties wish to supplement and amend the prior Employment Agreement.

NOW, THEREFORE, in consideration of the mutual representations, agreements, and promises herein contained, the parties hereto agree as follows:

1. Section 3A is amended to provide as follows:

3A. For all services to be performed by Head Coach in his capacity as head football coach, Athletics shall pay Head Coach a salary of \$229,900 per annum, payable in twelve (12) equal monthly installments on the last day of each month during the term hereof. Said salary may be increased from time to time upon review by Athletics and any such adjustment shall be effective upon the next payment date.

2. Section 4 is amended to provide as follows:

The following amounts shall be paid to Head Coach as a bonus in the event the football team achieves any of the following goals:

A. Head Coach shall receive \$225,000 in any year in which the football team wins a national championship.

- B. Head Coach shall receive the following amounts in any year in which the football team participates in a bowl game meeting the applicable criteria:

BCS Bowl:	\$125,000
New Year's Day Bowl:	\$100,000
Any other Bowl Game:	\$75,000

- C. Head Coach shall receive \$75,000 in any year in which the football team wins the Big 12 Conference Championship game.
- D. Head Coach shall receive \$50,000 in any year in which he is named Big 12 Coach of the Year by either the Big 12 Coaches or the Associated Press.
- E. Head Coach shall receive \$75,000 in any year in which he is named the Coach of the Year by the Associated Press.
- F. Head Coach shall receive \$125,000 if the number of paid football season tickets (including paid student season tickets) meets or exceeds 40,000 by September 1 of each year.
- G. It is the intent of the parties that the amounts listed in subsections (A) – (F) above shall be cumulative with each other. For example, should Head Coach win a national championship, participate in a BCS bowl game, and be named Big 12 Coach of the year, Head Coach would receive \$400,000 (\$225,000 + \$125,000 + \$50,000).
- H. Athletics agrees to pay Head Coach each incentive payment listed in the above paragraphs (4A-F) that he has earned within thirty (30) days of the date on which the incentive was earned regardless of whether Head Coach is still employed with Kansas Athletics at that time.

3. Section 7 is amended to provide as follows:

This Agreement shall run from January 1, 2008 through December 31, 2012, unless terminated earlier as set forth herein. Unless one of the parties notifies the other party in writing of an intention not to renew this Agreement on or before December 15 of any year thereafter, or it is terminated in accordance with the provisions set forth therein, this Agreement shall, without further action being required of the parties be automatically renewed for twelve (12) month periods. It is the express intention of the parties by this Section 7 to provide for an automatic twelve month renewal of this Agreement beginning on January 1, 2013 and continuing each January 1 thereafter.

4. Section 8A is amended to provide as follows:

8A. Athletics shall pay to Head Coach for professional services rendered an income of not less than \$1,770,100 per annum (the "Guaranteed Net Income"), said payments beginning January 1, 2008. Duties under this section may include educational, public relations, and promotional duties as assigned by the Director.

5. Section 10 is amended to provide as follows:

B. So long as Head Coach remains employed by Athletics, Athletics shall purchase and maintain a term life insurance policy for Head Coach in the amount of two million dollars. Head Coach shall be the owner of the policy and may designate the beneficiaries. In addition, Athletics agrees that it will pay an amount not to exceed \$25,000.00 towards the policy premium to increase the amount of said life insurance coverage to a total of four million dollars should Head Coach be eligible for increased insurance benefits. Athletics further agrees that should the additional coverage under this paragraph cost less than \$25,000.00 Head Coach may purchase further additional life insurance coverage but Athletics shall not pay more than the \$25,000 reserved for such coverage. Should additional coverage under this paragraph cost less than \$25,000.00 Head Coach is not entitled to any refund amounts. Head Coach shall purchase the additional coverage and invoice Athletics for said coverage, but in no case shall such reimbursement exceed \$25,000.00. Head Coach shall be the owner of the policy and may designate the beneficiaries. Head Coach hereby agrees that Athletics may purchase an additional life insurance policy in the amount of two million dollars, and in recognition of Head Coach's value to Athletics and its programs, Athletics shall be the beneficiary of such policy.

C. Athletics shall pay the reasonable travel, lodging, food, and entertainment expenses incurred by Head Coach's spouse, children, grandchildren, and son-in-law and daughter-in-law in attending KU football games held outside the city of Lawrence, Kansas.

6. The Employment Agreement dated January 1, 2006, is hereby supplemented with the addition of the following section:

24. Entire Agreement

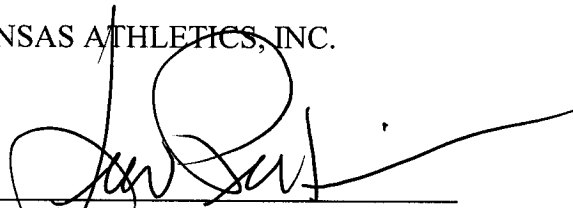
This Agreement (and any documents referred to in it) contains the whole agreement between the Parties relating to the transactions contemplated by this Agreement and supersedes all previous discussions, negotiations, understandings and agreements between the Parties relating to these transactions. Each Party acknowledges that, in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance (except those

set out in this Agreement and any documents referred to in it) made by or on behalf of any other Party or any other person whatsoever before the execution of this Agreement.

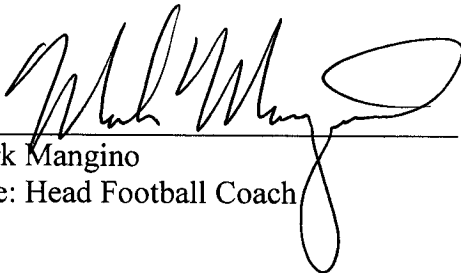
7. Except as supplemented and amended herein, all other provisions of the Employment Agreement dated January 1, 2006, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Employment Agreement on the day and year first above written.

KANSAS ATHLETICS, INC.

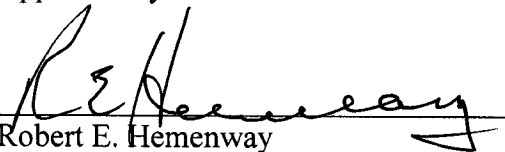
By: 
Lew Perkins
Title: Director of Athletics

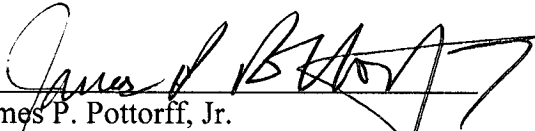
HEAD COACH

By: 
Mark Mangino
Title: Head Football Coach

Attorney for Head Coach

Approved by:


Robert E. Hemenway
Title: Chancellor, The University of Kansas



James P. Pottorff, Jr.
Title: University General Counsel

set out in this Agreement and any documents referred to in it) made by or on behalf of any other Party or any other person whatsoever before the execution of this Agreement.

7. Except as supplemented and amended herein, all other provisions of the Employment Agreement dated January 1, 2006, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Employment Agreement on the day and year first above written.

KANSAS ATHLETICS, INC.

By: _____
Lew Perkins
Title: Director of Athletics

HEAD COACH

By: _____
Mark Mangino
Title: Head Football Coach



Attorney for Head Coach
Neil M. Cornrich

Approved by:

Robert E. Hemenway
Title: Chancellor, The University of Kansas

RETENTION AGREEMENT

THIS Retention Agreement is entered into between Kansas Athletics, Inc. (“Athletics”) and Mark Mangino (“Head Coach”) and is effective as of January 1, 2008.

WHEREAS, the University of Kansas, through Kansas Athletics, Inc. operates the intercollegiate athletics programs of the University, subject to the direction and control of the Chancellor of the University of Kansas; and

WHEREAS, Athletics has entered an Employment Agreement (“Employment Agreement”) with Head Coach, effective January 1, 2006, and a First Amendment to Employment Agreement (“Amendment”), effective January 1, 2008, by which Mark Mangino shall serve as the head football coach at the University of Kansas; and

WHEREAS, Kansas Athletics, Inc. desires that Head Coach remain its head football coach until at least December 31, 2012.

NOW THEREFORE, in consideration of the mutual representations, agreements, and promises herein contained, the parties hereto agree as follows:

1. **Retention Payment.** If Head Coach serves continuously as head football coach through December 31, 2012, Athletics shall pay to Head Coach on February 28, 2013 the sum of \$1,500,000.00.

2. **Vesting.** Except as specifically described elsewhere in this Retention Agreement, this payment to Head Coach shall not vest unless Head Coach serves through December 31, 2012 as head football coach. Should Head Coach not serve as head football coach through December 31, 2012, then, except as hereinafter specifically provided to the contrary, Head Coach shall have no legal or equitable interest in or right to this retention payment. It is specifically understood by the parties that this Retention Agreement is intended to encourage Head Coach to remain as the head football coach until at least December 31, 2012.

3. **Termination Without Cause.** In the event Athletics terminates Head Coach’s Employment Agreement without cause prior to December 31, 2012, he shall receive a payment of \$300,000 for every full year Head Coach has been employed as head football coach after January 1, 2008. A “full year” shall be defined as a year beginning on January 1 and ending on December 31. Additionally, for any portion of a year after January 1, 2008, less than a full year in which he has been employed as head football coach, this payment shall include an amount established by dividing by 365 a numerical figure derived from multiplying the number of calendar days served during the partial year by the amount of \$300,000. This payment shall be made in the event termination without cause occurs at any time up to and including December 31, 2012. In the event Head Coach’s employment is terminated without cause after such date,

this provision is no longer effective. Any payment under this provision shall be made 60 days after the date of termination. Head Coach agrees to accept this compensation as liquidated damages for his termination under the provisions of this paragraph, and understands and agrees that such liquidated damages are in lieu of all other compensation and benefits owed to Head Coach under any and all other provisions of this Retention Agreement and further constitute reasonable compensation for losses that Head Coach may incur and are not a penalty.

4. **Termination For Cause or Voluntary Resignation.** In the event Head Coach is terminated for cause as defined in the Employment Agreement or he terminates the Employment Agreement prior to December 31, 2012, Head Coach shall not receive any payments provided for in this Retention Agreement and forfeits any claim he may have to amounts accrued but not yet vested. Should a Termination for Cause be converted to a Termination Without Cause pursuant to the procedures outlined in Sections 13 (E) (ii) and (iii) in the underlying Employment Agreement between the parties dated January 1, 2006, then Head Coach shall be entitled to all payments that would have otherwise been paid had the original termination been a termination without cause.

5. **Termination in the Event of Head Coach's Death or Disability.** In the event of Head Coach's death, Head Coach's estate shall receive a payment of \$300,000 for every full year Head Coach has been employed as head football coach after January 1, 2008. In the event of Head Coach's disability, as defined below, Head Coach shall receive a payment of \$300,000 for every full year Head Coach has been employed as head football coach after January 1, 2008. A "full year" shall be defined as a year beginning on January 1 and ending on December 31. Additionally, for any portion of a year after January 1, 2008, less than a full year in which he has been employed as head football coach, this payment shall include an amount established by dividing by 365 a numerical figure derived from multiplying the number of calendar days served during the partial year by the amount of \$300,000. This payment shall be made in the event Head Coach's death or disability occurs at any time up to and including December 31, 2012. In the event Head Coach dies or is disabled after such date, this provision is no longer effective. Any payment under this provision shall be made on the thirtieth (30th) day following such death or disability. Head Coach shall be considered disabled if Head Coach is:

- a. unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months;
- b. by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, is receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of Kansas Athletics, Inc.;
or

- c. determined to be totally disabled by the United States Social Security Administration.

6. **Termination.** Termination under this Retention Agreement shall only be deemed to occur if Head Coach is no longer employed (pursuant to the above stated conditions) by Kansas Athletics, Inc. or any member of a controlled group of corporations with Kansas Athletics, Inc. under Internal Revenue Code Section 414(b), or any partnership, proprietorship or other trade or business under common control with Kansas Athletics, Inc. under Internal Revenue Code Section 414(c).

7. **Payments and Tax Withholding.** All payments that become due to Head Coach provided by this Retention Agreement, shall be payable by Kansas Athletics, Inc. in cash or immediately available funds. Head Coach recognizes Kansas Athletics, Inc. is obligated to withhold federal and state income taxes and Medicare tax contributions from the amounts to be paid to him.

8. **Transfer of Rights and Benefits.** The rights and benefits of Head Coach under this Agreement shall not be assigned, transferred or conveyed, except that, in the event of Head Coach's death, the right to receive any Retention Payment to which Head Coach would then otherwise be entitled, shall be paid to Head Coach's estate.

9. **Other Employment Agreement.** Head Coach will be employed by Athletics as the head football coach. The payments provided by this Retention Payment Agreement shall be in addition to all other compensation and benefits that are due Head Coach as provided for in his Employment Agreement and its Amendment with Athletics. The terms of this Agreement shall not affect the terms of any other agreement between Athletics and Head Coach.

10. **Consent to Jurisdiction and Venue.** This Agreement shall be governed by and construed under the laws of the State of Kansas, rules of conflicts of law notwithstanding, and any action brought pursuant to this Agreement shall be filed in the state courts or the federal courts of the State of Kansas, and each party waives the right to seek a change of jurisdiction to any courts other than those courts.

11. **Severability.** If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, this Agreement shall be ineffective only to the extent of such prohibition and the validity and enforceability of all remaining provisions shall not be affected thereby.

12. **Amendments, Modifications, and Extensions.** In order to be enforceable, any amendments, modifications, or extensions to this Agreement must be in writing and signed by all parties hereto.

13. **Waiver.** Waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof.

14. **Term.** This Agreement shall be for a term beginning January 1, 2008, and ending December 31, 2012, unless earlier terminated as set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands.

KANSAS ATHLETICS, INC

By: 
Lew Perkins, Director of Athletics

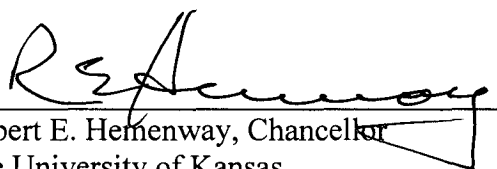
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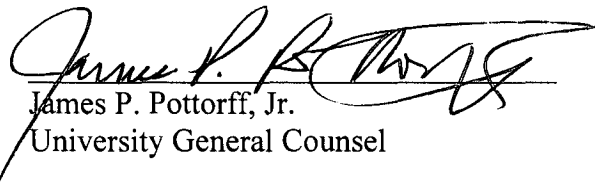
HEAD COACH

By: 
Mark Mangino

Date: 6/27/08

APPROVED BY:


Robert E. Hemenway, Chancellor
The University of Kansas


James P. Pottorff, Jr.
University General Counsel