

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is effective as of January 1 , 2006, by and between Kansas Athletics, Inc. ("Athletics"), and Mark Mangino ("Head Coach"), referred to from time to time herein as the "parties," and it expressly supersedes the prior Employment Agreement between the parties, dated July 3, 2002, and its two Amendments.

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.

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

1. Employment

Athletics hereby employs Head Coach to perform such duties and services on behalf of Athletics as may, from time to time, be required of him as head football coach.

2. Performance

Head Coach agrees to serve as head football coach for the term of this Agreement and to devote his full time and attention and give his best efforts and skill exclusively to the duties required of him as the KU head football coach. During the term of this Agreement, Head Coach shall report to and be under the immediate supervision of KU's Director of Intercollegiate Athletics (the "Director") or his designee and shall regularly confer with the Director or his designee on matters concerning administrative and technical decisions. Head Coach shall not directly report to more than one person at any given time, and Athletics hereby agrees that in the event Head Coach does not report to the Director, the designee shall be either an Assistant or Associate Director of Athletics. Athletics shall notify Head Coach in writing in the event that he is to report to a designee of the Director. Without limiting the generality of this Section 2, Head Coach's duties and responsibilities as the head football coach shall include, but not be limited to, the following:

- A. The competent and diligent performance of all reasonable duties as may be required by the Director or his designee in connection with the supervision and administration of the KU football program; and

- B. The compliance, by Head Coach as well as by all other persons under his supervision, including coaches and student athletes, with the rules and regulations of the National Collegiate Athletic Association (NCAA), the Big Twelve Conference and such rules and regulations concerning intercollegiate athletics, athletics personnel, and student athletes as may from time to time be promulgated by KU and Athletics; and
- C. The competent and diligent performance of all required tasks and activities of, and adherence to all standards, rules, and regulations established by, the Handbook for Faculty and Other Unclassified Staff of KU and Athletics' Policies and Procedures Manual, as either document may be amended from time to time. Head Coach hereby acknowledges that a complete copy of both KU's Handbook for Faculty and Other Unclassified Staff and a complete copy of Athletics' Policies and Procedures Manual are available at <http://www.ku.edu/~unigov/fachand.html> and at <http://www.kuathletics.com> respectively. In case of a conflict between KU's Handbook for Faculty and Other Unclassified Staff and Athletics' Policies and Procedures Manual, the terms of Athletics' Policies and Procedures Manual shall control. Head Coach acknowledges and agrees that he has received a copy of Athletics' Policies and Procedures Manual, he shall be governed by its terms, and he shall sign the acknowledgement of receipt form as provided by Athletics' Human Resources Office.
- D. Head Coach may recommend the hiring and compensation of employees involved in the football program at KU, but all such decisions shall be subject to the approval of the Director of Athletics which shall not be unreasonably withheld.

3. Salary

- A. For all services to be performed by Head Coach in his capacity as head football coach, Athletics shall pay Head Coach a salary of \$220,000 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.
- B. In the event that Head Coach's employment is terminated without cause pursuant to Section 12 of this Agreement, Head Coach shall be entitled to payments under this Section for the remainder of the term of this Agreement. Athletics shall pay Head Coach one-third of all remaining compensation under this Section within thirty (30) days of termination pursuant to Section 12; one-third within sixty (60) days of termination pursuant to Section 12, and all remaining compensation no later than ninety (90) days following termination pursuant to Section 12 of this Agreement.

- C. In the event that Head Coach's employment is terminated pursuant to Sections 13 or 15 of this Agreement, Head Coach shall be entitled to payment under this Section up to the date of termination only.

4. Incentive Payments

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 \$200,000 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: | \$100,000 |
| New Year's Day Bowl: | \$75,000 |
| Any other Bowl Game: | \$50,000 |
- C. Head Coach shall receive \$50,000 in any year in which the football team wins the Big 12 Conference Championship game.
- D. Head Coach shall receive \$25,000 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 \$50,000 in any year in which he is named the Coach of the Year by the Associated Press.
- F. Head Coach shall receive \$100,000 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 \$325,000 (\$200,000 + \$100,000 + \$25,000).
- 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.

5. NCAA Violations

- A. If KU, Athletics, the Big Twelve Conference, or the NCAA determine that Head Coach has violated NCAA regulations, in addition to any remedies provided by this Agreement or at law, Head Coach agrees that he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, as now existing or as amended from time to time.
- B. Head Coach further agrees that if he is found by KU, Athletics, the Big Twelve Conference, or the NCAA to be involved in significant or repetitive violations of NCAA regulations, he may be suspended without pay and/or terminated for cause, as set forth in Section 13 below. Additionally, if Head Coach knew or should have known of significant or repetitive violations of NCAA regulations, he agrees that he may be suspended without pay and/or terminated for cause, as set forth in Section 13, below.
- C. If this Agreement is terminated under Section 13(c)(iii) below due to a specific written finding by Athletics or the University of Kansas that Head Coach is responsible for a significant or repetitive violation of Big Twelve Conference or NCAA rules but, during the two years following termination, the specific written finding has not resulted in a finding of a significant or repetitive violation by the NCAA or the Big Twelve Conference, which violation would otherwise result in the University being placed on probation by the Big Twelve Conference or the NCAA, or if any specific written finding under Section 13(c)(iii) is reversed within two years of termination, Athletics will retroactively convert the termination to one without cause pursuant to Section 11 of this Agreement. In the event that termination with cause is converted to termination without cause under this paragraph, Athletics shall pay Head Coach interest on the remaining guaranteed payments (including all income set forth in Sections 3 and 8 of this Agreement) at a rate of 10% per annum from the effective date of termination until the date of payment.

6. Athletically Related Income

- A. Head Coach agrees that he shall provide to the Chancellor of the University of Kansas by September 1 of each year a detailed accounting in writing of all athletically related income and benefits from sources outside the institution.
- B. Head Coach shall disclose and obtain prior written permission from the Director and the Chancellor prior to agreeing to make any commercial

endorsements, including any in which he identifies himself as the head football coach at the University of Kansas. Such permission shall not be unreasonably withheld. Any such proposed endorsements shall be subject to, and in compliance with the Athletics Policies and Procedures Manual.

7. Term

This Agreement shall be run from January 1, 2006 through December 31, 2010, unless terminated earlier as set forth herein.

8. Professional Services

- A. Athletics shall pay to Head Coach for professional services rendered an income of not less than \$1,280,000 per annum (the "Guaranteed Net Income"), said payments beginning January 1, 2006. Duties under this section may include educational, public relations, and promotional duties as assigned by the Director.
- B. The payment amount set forth in Section 8(A) above shall be made in twelve equal monthly installments due on the last day of every month.
- C. The payments to Head Coach described in this Section 8 are contingent upon Head Coach's participation and cooperation performing said duties as described in section 8A above, including but not limited to, the production of any radio shows, Internet features, or his occasional endorsement of products affiliated with and approved by Athletics or its marketing partner(s).
 - i. Athletics hereby agrees that it shall not enter into any agreement that would require Head Coach to endorse any specific product or products, except as provided in Section 9 below, without Head Coach's prior written consent, which shall not be unreasonably withheld.
 - ii. Athletics further agrees that Head Coach shall be entitled to earn and retain all revenues generated by his participation in outside activities not covered by this Agreement. Head Coach agrees that any outside activities shall not be inconsistent with his responsibilities under this contract, and he shall not enter into any agreement to participate in any outside activity without the Director of Athletics' prior written consent, which consent shall not be unreasonably withheld.
- D. In the event that Head Coach's employment is terminated without cause pursuant to Section 12 of this Agreement, Head Coach shall be entitled to

payments under this Section for the remainder of the term of this Agreement. Athletics shall pay Head Coach one-third of all remaining compensation under this Section within thirty (30) days of termination pursuant to Section 12; one-third within sixty (60) days of termination pursuant to Section 12, and all remaining compensation no later than ninety (90) days following termination pursuant to Section 12 of this Agreement.

- E. In the event that Head Coach's employment is terminated pursuant to Sections 13 or 15 of this Agreement, Head Coach shall be entitled to payment under this Section up to the date of termination only.

All payments made prior to the date of termination, for whatever reason, are not refundable to Athletics.

9. Apparel Contracts

- A. Head Coach acknowledges that any apparel provided to or purchased by KU or Athletics by a manufacturer is subject to NCAA rules and regulations, as well as the State of Kansas statutes concerning the acceptance of gifts to KU and the University's property inventory procedures. All equipment must be sent directly to Athletics' Athletic Equipment Manager and shall be owned by Athletics. Any personal equipment or apparel that is provided to or purchased by Head Coach from an apparel dealer must be delivered to his home address, and cannot be received by KU or Athletics.
- B. All designs for merchandise incorporating any KU marks and/or logos (including verbiage), which may be sold or given away at any activities (camps, clinics, any athletic contests, etc.) involving any KU or Athletics employees, must be approved by the Associate Athletic Director for External Affairs prior to production. All merchandising incorporating any KU marks and/or logos (including verbiage), which shall be sold or given away at any activities (camps, clinics, any athletic contests, etc.) involving any KU or Athletics employees, is subject to normal licensing approval and applicable royalty fees. All such merchandise must be purchased from University-approved, licensed manufacturers. A list of all University-approved, licensed manufacturers (including addresses and phone numbers) shall be available from the Associate Director for External Affairs and must be reviewed by Head Coach. Copies of all invoices for all merchandise incorporating any KU marks and/or logos (including verbiage) ordered for resale/give-away at any activities (camps, clinics, any athletic contests, etc.) involving KU or Athletics employees, must be forwarded to the Associate Director for External Affairs for review and approval.

- C. Head Coach acknowledges that Athletics and KU have agreements with apparel and/or footwear manufacturers and distributors, as well as beverage agreements to provide footwear, apparel, and other Products to Athletics for use by the football team and staff. Head Coach agrees he shall not negotiate a separate contract with any footwear, apparel, or beverage manufacturer while serving as head football coach, and that he shall comply with all terms of Athletics agreements with such apparel, footwear, or beverage agreements that currently exist or that the University or Athletics may negotiate in the future. Athletics shall furnish the details of such agreements to Head Coach.
- D. Head Coach agrees to submit a written list, prior to July 1 of each year to the Chancellor of the University of Kansas describing all athletically related income and benefits from sources outside the institution. This report shall include the amount and source of income. In addition, the approval of all athletically related-income and benefits shall be consistent with KU's and Athletics' policy related to outside income and benefits applicable to all full-time or part-time employees.

10. **Other Miscellaneous Benefits**

So long as Head Coach continues as the head coach of the KU intercollegiate football program, Athletics agrees to provide, or pay, as the case may be, the following additional benefits:

For the duration of his employment as head football coach, Head Coach shall receive the use of two automobiles, the models of which are the highest line of the manufacturer or are mutually agreed upon, at no cost to Head Coach, subject to the procedures outlined in the Athletics' Policies and Procedures Manual.

- 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. 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 to four million dollars should Head Coach be eligible for increased insurance benefits. 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.

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

- D. Head Coach shall be entitled to operate a summer football camp in accordance with the policies of KU and Athletics concerning the operation of such camps. Head Coach hereby acknowledges and agrees that Athletics shall receive 2% of the net revenues derived from said camp.

Athletics shall pay all reasonable travel and entertainment expenses (including first class air fare) not reimbursed by another source whenever Head Coach represents the University or its Athletics or football programs. Such representations are understood to include, but not be limited to, recruiting, appearances at camps or clinics, speaking engagements, and other occasions at which football is discussed and ideas exchanged.

- F. Head Coach shall be entitled to advise and comment on all proposed scheduling of future KU football games, but all final decisions shall be made by the Director of Athletics, which shall not be unreasonably withheld.
- G. Head Coach shall be entitled to enroll in the Athletics long-term disability plan, underwritten by the Teachers Insurance and Annuity Association (TIAA).
- H. Head Coach can request up to 50 tickets to each home football game at no cost to Head Coach for allocation at his discretion. Head Coach's tickets shall be located between the 35-yard lines on the west side of Memorial Stadium.

Head Coach shall have the use of an Athletics designated Scholarship Suite in the Memorial Stadium.

- J. Athletics shall provide four season men's basketball tickets to Head Coach. Head Coach's tickets shall be located on the lower level of Allen Fieldhouse between the free-throw lines, said seats to be assigned by Athletics.

Head Coach shall be provided a membership at both Alvamar Country Club and the Lawrence Country Club. Athletics agrees to pay all expenses that are business related, including the monthly dues.

11. Taxability of Benefits

Head Coach acknowledges and agrees that some benefits described in Section 10 above may constitute taxable income, and Head Coach agrees he will be responsible for payment of all appropriate taxes on such income. Head Coach also understands and agrees that Athletics will withhold taxes based on the value of those benefits Athletics and KU provide to Head Coach, as described, but not limited to, the items in Section 10 above.

12. Termination Without Cause

Athletics may terminate this Agreement upon written notice to Head Coach. In the event that Head Coach's employment is terminated without cause, Athletics shall pay Head Coach his annual salary as set forth in Section 3 and all Professional Services benefits under Section 8 for the remaining term of the Agreement. Athletics shall pay one-third of all remaining compensation under Section 3 and Section 8 of this Agreement within thirty (30) days of termination pursuant to Section 12; one-third within sixty (60) days of termination pursuant to Section 12, and all remaining compensation no later than ninety (90) days following termination pursuant to Section 12 of this Agreement.

13. Termination for Cause

- A. Athletics may, for cause, terminate Head Coach's employment at any time upon written notice to Head Coach.
- B. If such termination is for cause, Athletics shall be obligated to pay Head Coach his salary up to the date of termination only. All payments and benefits owed Head Coach by Athletics as of the date of termination shall be paid to him. Except as expressly provided elsewhere in this Agreement, Head Coach shall not be entitled to receive any benefits or payments that become due after the date of termination. Health insurance and life insurance, however, shall continue in full force and effect at Athletics' expense for ninety (90) days after the date of termination. Additionally, Head Coach shall be eligible to purchase continued health insurance pursuant to COBRA for the period of time specified by COBRA at the time of termination.
- C. For purposes of this Agreement, "cause" shall mean:
 - i. the refusal or failure (other than the failure resulting from his incapacity due to physical or mental illness) of Head Coach to comply with the directives of the Director or his designee or to perform the duties set forth in Section 2(B) or Section 2(C) that are not remedied within thirty (30) days of written notice to Head Coach; or

- ii. serious criminal conduct, fraud, misappropriation, or embezzlement.
 - iii. significant or repetitive violations of NCAA regulations, as set forth in Section 5 above. This provision shall not be subject to the thirty-day remedy procedure of section 13Ci above.
 - iv. discreditable conduct that is inconsistent with the professional standards expected of a head coach of a collegiate sports team and that is seriously prejudicial to the best interest of the University or Athletics. This provision shall not be subject to the thirty-day remedy procedure of section 13Ci above. This determination shall be made by the Chancellor in consultation with the Director of Athletics.
 - v. public or private comments that disparage KU, its personnel, programs, policies and/or departments, or that cause damage to KU's reputation.
- D. Prior to any termination for cause under Section 13(C) (iii) above, Athletics shall provide written notice to Head Coach that shall specify the grounds for termination and provide Head Coach with a timely opportunity (not less than twenty-one (21) calendar days) to respond to any allegations against him.
- E. Termination for cause pursuant to Section 13(c)(ii) and Section 13 (c)(iv):
- i. In the event Head Coach is suspected of engaging in serious criminal conduct, fraud, misappropriation or embezzlement, or discreditable conduct, the Director shall conduct or direct that an informal investigation be conducted into the circumstances. If the Director concludes, based on the investigation, there is clear and convincing evidence of serious criminal conduct, fraud, misappropriation or embezzlement, or discreditable conduct and that termination for cause under Section 13(c)(ii) or Section 13(c)(iv) is warranted, he shall so notify Head Coach and provide him with a written summary of the evidence upon which his decision was made. Head Coach shall have no less than twenty-one (21) calendar days in which to submit a written appeal of the termination to either the Chancellor or the Director. The appeal shall be considered by a three-person committee appointed by the Chancellor of the University. The committee shall be comprised of three faculty or professional staff employees of the University, one of whom is selected by the Chancellor, one of whom is selected by Head Coach, and a third who is mutually agreed upon. Head Coach shall have the right to be present and present matters in

person. He shall have the right to have legal counsel present to advise him, however, the proceedings shall not be adversarial. A majority vote of two of the three members shall be necessary to uphold the decision to terminate for cause. The standard of proof shall be clear and convincing evidence. If the committee determines the termination should be voided, the University shall have the right to either reinstate Head Coach to his position as head football coach or to convert the termination to a termination without cause under Section 12 of this Agreement. If the committee determines the termination for cause is supported by clear and convincing evidence, the termination for cause shall remain effective.

- ii. If, within two years of the decision of the committee, Head Coach submits to the Director information that, in the determination of the Chancellor following consultation with the Director, is material and relevant to re-opening the issue of his termination, the information shall be re-submitted to either the original committee or, if its members are not reasonably available, to a committee comprised under the same guidelines as described above. If the committee determines by a majority vote that termination for cause was warranted, the termination for cause shall stand and shall not be subject to further appeal within the University. If the committee determines the termination for cause was not warranted by clear and convincing evidence, the termination for cause shall be converted to a termination without cause pursuant to Section 12 of this agreement and Head Coach shall be entitled to all payments that would have otherwise been paid had the original termination been a termination without cause.
- iii. In the event that termination with cause is converted to termination without cause under this paragraph, the University shall pay Head Coach interest on the remaining guaranteed payments (including all income set forth in Sections 3 and 8 of this Agreement) at a rate of 10% per annum from the effective date of termination until the date of payment.

14. Termination for Death or Disability

In the event of either Head Coach's death or disability during the term hereof, this Agreement shall be terminated under the following conditions:

- A. Head Coach's death shall immediately terminate this Agreement and Head Coach's legal representative shall be entitled to receive Head Coach's salary pursuant to Section 3 on the dates payments would have otherwise been made to Head Coach for a period of six (6) months from the date of his death. All other benefits and payments pursuant to the provisions of this contract shall terminate upon his death.

- B. Except as provided in Section 14 (C), below, if Head Coach's mental or physical incapacity precludes him from performing his duties herein and such condition shall continue for a period of more than 120 days, KU or Athletics shall have the right, upon twenty-one (21) days written notice to Head Coach or his legal representative, to terminate Head Coach's employment, and Athletics shall be obligated to pay Head Coach the compensation remaining under Section 3 and Section 8, as well as any incentive earned prior to his incapacity under Section 4 of this Agreement less any amounts due to Head Coach as the result of his participation in Athletics' long-term disability plan referred to in Section 10(G) of this Agreement.
- C. In the event Athletics or Head Coach are unable to obtain disability insurance on Head Coach, or if Head Coach does not enroll in the disability insurance policy referred to in Section 10(G) of this Agreement, then if Head Coach's mental or physical incapacity precludes him from performing his duties herein and such condition shall continue for a period of more than 120 days, KU or Athletics shall have the right, upon fifteen (15) days written notice to Head Coach or his legal representative, to terminate Head Coach's employment, and Athletics shall be obligated to pay Head Coach his salary pursuant to Section 3 and Section 8 of this agreement, on the dates payments would have been otherwise made, for a period of six (6) months commencing with the date of his incapacity.

15. Termination by Head Coach

In the event Head Coach should terminate this Agreement, for whatever reason, Athletics shall be obligated in that event to pay Head Coach his salary pursuant to Section 3 of this Agreement up to the date of termination only. Head Coach shall not be entitled to receive any other benefits or payments that become due after the date of termination except as expressly provided elsewhere in this Agreement. Termination by Head Coach may be initiated by providing the Athletic Director written notice of termination or resignation or by making a public announcement of acceptance of a position with another organization.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

17. Consent to Jurisdiction and Venue

Any action brought under this Agreement shall be brought only in the District Court of Douglas County, Kansas, or the United States District Court for the District of

Kansas, and each party waives the right to seek a change of venue to any courts other than those courts.

18. 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.

19. 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.

20. Effective Date

This Agreement and its terms and provisions shall be effective as of January 1, 2006.

21. 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.

22. Notice

Any notice or other communication hereunder will be in writing, will be sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and will be deemed given (a) if mailed, when deposited, postage prepaid, in the United States mail, (b) if sent by overnight courier, one business day after delivery to such courier, and (c) if sent by facsimile, when transmitted. Any notice or other communication will be addressed as set forth below, or to such other address as any party will advise the others in writing:

If to the University:

Office of the Chancellor
1450 Jayhawk Boulevard
Room 230

The University of Kansas
Lawrence, Kansas 66045
Facsimile: (785) 864-4120

with a copy to:

Office of the General Counsel
1450 Jayhawk Boulevard
Room 245
The University of Kansas
Lawrence, Kansas 66045
Facsimile (785) 864-4617

If to Athletics:

Director of Athletics
University of Kansas Athletic Corporation
205 Wagnon Student Athlete Center
Lawrence, Kansas 66045
Facsimile: (785) 864-5035

If to Head Coach:

Mr. Mark Mangino
1725 Lake Alvarado Drive
Lawrence, Kansas 66047

with a copy to:

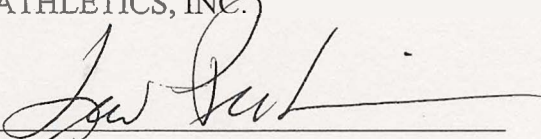
Mr. Neil M. Cornrich
NC Sports, LLC
2000 Auburn Dr, Suite 315
Beachwood, Ohio 44122
Facsimile: (216) 514-8500

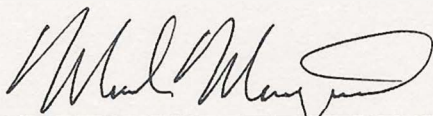
23. Approval by University and Athletics

This Agreement shall not be binding upon Athletics until it is signed by the Director of Athletics and approved by the Chancellor of the University of Kansas.

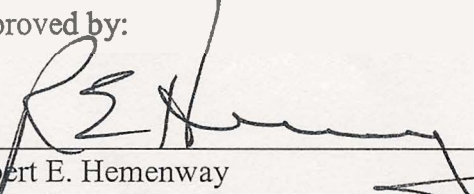
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

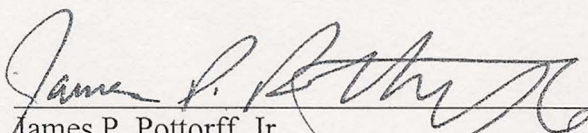
KANSAS ATHLETICS, INC.

By: 
Lew Perkins
Title: Director of Athletics


Mark Mangino
Title: Head Football Coach

Neil Cornrich
Title: Attorney for Mark Mangino

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

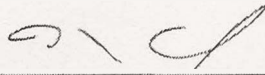

James P. Pottorff, Jr.
Title: University General Counsel

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

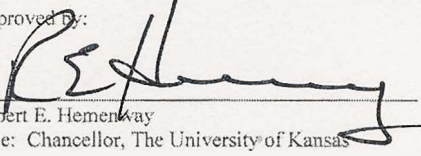
KANSAS ATHLETICS, INC.

By: _____
Lew Perkins
Title: Director of Athletics

Mark Mangino
Title: Head Football Coach



Neil Cornrich
Title: Attorney for Mark Mangino

Approved by: _____

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

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