

**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 (30<sup>th</sup>) 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.

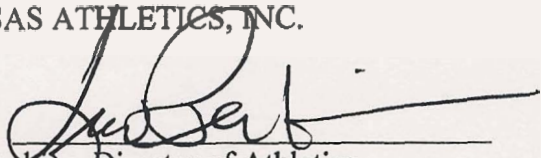
12. **Amendments, Modifications, and Extensions.** In order to be enforceable, any amendments, modifications, or extensions to this Agreement must be in writing and signed by all parties hereto.

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.

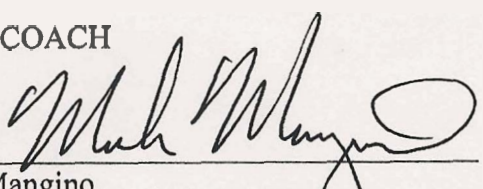
**IN WITNESS WHEREOF**, the parties hereto have set their hands.

KANSAS ATHLETICS, INC.

By:   
Lew Perkins, Director of Athletics

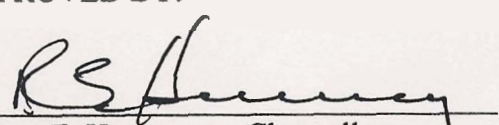
Date: June 30, 2008

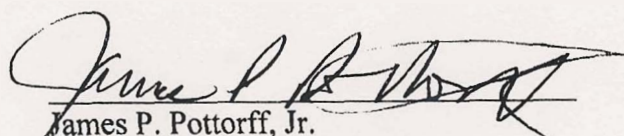
HEAD COACH

By:   
Mark Mangino

Date: 6/27/08

APPROVED BY:

  
Robert E. Hemenway, Chancellor  
The University of Kansas

  
James P. Pottorff, Jr.  
University General Counsel