

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

THIS IS A SETTLEMENT AGREEMENT AND RELEASE ("Agreement") among and between THE UNIVERSITY OF KANSAS, an agency of the State of Kansas ("University"), KANSAS ATHLETICS, INC., a not for profit corporation organized under laws of the State of Kansas ("Athletics") and MARK MANGINO ("Mangino").

Mark Mangino enters into this Agreement in person, the University of Kansas enters into this Agreement by and through Bernadette Gray-Little, Chancellor and Kansas Athletics, Inc. by and through Lew Perkins, Director of Athletics.

In consideration of the mutual releases contained herein and the following terms and conditions, all of which are significant and meaningful to Mangino, Athletics and University ("Parties"), and all of which are of valuable consideration for entering into this Agreement, the sufficiency of which is hereby acknowledged, the parties agree and state as follows:

1. This Agreement embodies the entire agreement and understanding of the Parties with respect to the subject matter contained herein. The Parties hereby declare and represent that no promise, inducement, or agreement not herein expressed has been made, and the Parties acknowledge that the terms and conditions of this Agreement are contractual and not a mere recital.

2. No actions taken by the Parties hereto shall be deemed an acknowledgment by any Party hereto of any liability to the other or to any person for any claim, demand, action, all liability being expressly denied by the Parties.

3. In consideration of Mangino's agreement to the terms and conditions in this Settlement Agreement and Release, it is agreed that the University, through Bernadette Gray-Little, Chancellor, withdraws and nullifies the findings and determination contained in the Report of

Informal Investigation dated December 2, 2009, and Athletics withdraws the draft letter of termination dated December 3, 2009, provided to Mangino on December 2, 2009 and in place of said letter, provides to Mangino the original of the attached letter, accepting his resignation from his employment as Head Football Coach. In further consideration of Mangino's agreement to the terms and conditions in this Settlement Agreement and Release it is agreed that Athletics will pay to Mangino the sum of Three Million Dollars, (\$3,000,000.00), to be paid to Mangino by check in a single lump sum on or before December 24, 2009, health insurance premiums for coverage through March 30, 2010 and life insurance premiums on the policy referenced in Mangino's Employment Agreement for coverage through June 30, 2010. The above consideration is not regarded by the Parties as wages, but is intended by the Parties to compensate Mangino for any and all claims he has, may have, or alleged to have against the University, Athletics, their officers employees, or agents, any other released parties and for any attorney fees he may have. In further consideration of Mangino's agreement to the terms and conditions in this Settlement Agreement and Release it is agreed that the Report Of Informal Investigation, Draft letter of Termination and Talking Points provided to Mangino will be maintained as personnel records under Athletics policies, will be placed in a sealed file and be maintained in the custody of Athletics Corporate Counsel. The Parties Agree that the University shall collect and destroy all other copies of the Report of Informal Investigation, Draft Letter of Termination and Talking Points. The Parties further agree that Athletics Corporate Counsel shall not disclose the Report of Informal Investigation, Draft Letter of Termination and Talking Points, absent valid court order or other legal process compelling the same, In the event of threatened litigation or other legal process, including subpoenas, directed to any Party by third parties seeking access to the Report of Informal Investigation, Draft Letter of Termination or the Talking Points, the other Parties shall be provided reasonable notice and shall be offered the

opportunity to object and initiate legal proceedings as appropriate to stay or enjoin such release. Thereafter, the records will not be released except pursuant to a valid court order or other legal process. The Parties further agree that all discussions and any correspondence between the Parties leading to the execution of this Agreement are confidential settlement discussions and documents, to be maintained as strictly confidential in the same manner and subject to the same restrictions as the Report of Informal Investigation, Draft Letter of Termination and Talking Points.

4. Mangino agrees that he has not relied on any advice from University or Athletics or their attorneys concerning whether payments made pursuant to this Agreement are taxable, but is relying on his own judgment under current law. Mangino understands and agrees that no taxes are being withheld from the payment being made herein, and Mangino will take full responsibility should any controversy arise concerning taxability of those payments. Mangino will indemnify and hold harmless University and Athletics in the event that University or Athletics is assessed with any fines or penalties relating to the payments made herein.

5. In consideration of the promises by Athletics and University in Paragraph 3 and the provisions of this Agreement, Mangino agrees that he resigns his employment effective 5:00 P.M. December 3, 2009 and that he shall no longer be employed at Athletics as Head Football Coach after that date. Mangino further agrees that he shall return to Athletics any automobiles assigned to him, his cell phone, office and facility keys, computer, and any other items that belong to Athletics at the conclusion of his employment. The Parties further voluntarily and knowingly agree not to bring any legal action on account of and release and waive and withdraw any and all rights, claims or causes of action of any nature, whether known or unknown, than at party might have against any other party, the State of Kansas, the Kansas Board of Regents, and the officers, employees and agents of said entities and the Parties, which are in any way related to Mangino's employment at University arising

prior to the date of execution of this Agreement, including but not limited to any claims Mangino might make under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Employee Retirement Income Security Act ("ERISA," inclusive with COBRA), the Constitution of the United States, the Constitution of the State of Kansas, any statutes, ordinances, regulations, contracts, University and Regents or Athletics policies and procedures, claims arising under any federal, state or local constitution, law, statute, regulation or ordinance, as well as any claims based on employee benefit laws, or the law of contracts, torts or intentional torts, Mangino's Employment Agreement dated January 1, 2006, as amended by the First Amendment to Employment Agreement dated January 1, 2008, his Retention Agreement dated January 1, 2008, any other contract between Mangino and University or Athletics, express or implied, and any other claims of any nature whatsoever.

6. The Parties further agree that they will not disparage one another, or officials or employees or agents of the Parties, upon matters related to Mangino's employment at the University.

7. The Parties agree that, except to the extent reasonably necessary to bring an action to enforce this Agreement, they will keep the contents of this Agreement strictly confidential unless required to disclose this document by court order, legal process or otherwise by operation of law. If a request to the University or Athletics is made by a person or entity not a Party to this Agreement under the provisions of the Kansas Open Records Act ("KORA"), for the disclosure of this Agreement, the receiving Party shall promptly notify Mangino, who may within the time-frame established by KORA seek an injunction or other legal or equitable relief to stay any release required by law.

8. The University represents and warrants that Chancellor Bernadette Gray-Little, who is

executing this Agreement, has been authorized to enter into a binding settlement on behalf of the University of Kansas, and Athletics represents and warrants that Lew Perkins, who is executing this Agreement, has been authorized to enter into a binding settlement on behalf of Kansas Athletics, Inc.

9. In consideration of the University's and Athletics actions described in the above paragraphs, Mangino voluntarily and knowingly waives any and all rights and claims under the Age Discrimination in Employment Act (ADEA) that may exist before the signing of this Agreement. The University and Athletics hereby advises that Mangino has the right under the ADEA to consult an attorney prior to signing this Agreement, which Mangino acknowledges he has done, that he has a period of at least twenty-one (21) days to consider this Agreement and to the extent that he has signed the Agreement prior to the expiration of that period, he has done so knowingly and voluntarily, and that he is permitted to revoke this Agreement for a period of at least 7 days following the signing of this Agreement.

10. The parties agree that this Agreement shall constitute the entire agreement entered into by the University, Athletics and Mangino. All parties represent that they have had the opportunity to consult legal counsel prior to signing this Agreement and have signed the Agreement voluntarily and of their own free will. No prior or contemporaneous agreements or understandings shall be deemed enforceable unless included herein. This Agreement may not be modified except in a writing executed by all parties.

11. To the extent that any provision or term of this Agreement shall be deemed unenforceable according to law, the parties agree that it is their intention that all remaining provisions and terms of this Agreement remain in force and effect.

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

