

**KANSAS STATE UNIVERSITY
MEN'S BASKETBALL HEAD COACH
EMPLOYMENT AGREEMENT**

This Employment Agreement is by and among K-State Athletics, Incorporated, ("KSA"), Kansas State University, (the "University") and Bruce Weber ("Coach").

Article I
PURPOSE

1.01 The parties have entered into this Agreement because KSA and University desire to employ Coach for the period provided with Coach's assurance that he will serve the entire term of this Agreement, a commitment by Coach being critical to the University's desire to run a stable Athletic program. KSA and University agree to employ Coach and Coach promises to be employed by KSA and the University upon the following terms and conditions.

Article II
RESPONSIBILITIES OF THE HEAD COACH

2.01 Recognition of Duties: Coach will serve as Head Coach of the University's men's basketball team. Coach will report to the Athletic Director, who will determine Coach's duties and responsibilities. Subject to the other provisions of this Agreement, Coach shall devote his full time, skill, attention, and best efforts to the performance of the duties as Coach.

2.02 General Duties and Responsibilities: During the period in which KSA and the University employ Coach, he agrees to perform all duties and responsibilities attendant to the position of Coach of the University's men's basketball team as set forth in this Agreement. Coach is responsible for supervising, evaluating, recruiting, training and coaching student athletes to compete against major college competition; the supervision and evaluation of coaching staff; and budget preparation and administration, for approval by the Athletic Director or his designee, as it relates to the men's basketball program.

2.03 Specific Duties and Responsibilities: The duties and responsibilities assigned to Coach in connection with the University's men's basketball program are set forth below. They are subject to change by the Athletic Director or his designee. This list of specific duties and responsibilities supplements, and is not exclusive of, other general duties and responsibilities provided for elsewhere in this Agreement. The specific responsibilities of the position include, but are not limited to, the following:

(a) Coach will be responsible for customary coaching decisions including, without limitation, the systems and strategies used on the court (both in practice and actual game play), conduct of practice and training, selection of team members, position assignment of players, and all other matters relating to the practice for and play of games;

(b) Coach agrees to comply with the academic standards and requirements of the University with respect to the recruiting and eligibility of prospective and current student athletes for the men's basketball program. Coach will comply with the academic policies established by the University and the National Collegiate Athletic Association ("NCAA"), including monitoring and encouraging the regular progress toward an academic degree of those student-athletes who are on the men's basketball team. Coach will make reasonable and good faith efforts, in cooperation with the University's faculty and administration, to meet all student-athletes' academic requirements and to integrate sports into the whole spectrum of academic life for all student-athletes. Coach will use reasonable efforts to arrange travel and scheduling by student-athletes in such a manner as to minimize lost classroom time;

(c) Coach will maintain and enforce conduct (both on and off the field) and disciplinary rules and sanctions fairly and uniformly for all student-athletes in the men's basketball program so as to ensure and encourage academic and moral integrity;

(d) Coach has authority and responsibility to make recommendations as to the hiring, continued employment, job titles, compensation, and dismissal of assistant coaches and other staff for the men's basketball program. All such recommendations will be subject to the approval of the KSA Board of Directors or its Compensation Committee, as appropriate, and all hiring decisions are subject to standard KSA pre-employment inquiries, including NCAA and criminal background checks. Coach will supervise these employees, including the supervision of their compliance with KSA and University policies, and with Big 12 Conference and NCAA rules and regulations. Coach shall make no financial or employment commitments to prospective or current assistant coaches or other staff unless specifically authorized by KSA's Board of Directors or its Compensation Committee;

(e) Coach will attend and participate in a reasonable number of alumni, charitable, and promotional events, and public appearances, to include Catbacker events as requested;

(f) Coach will perform services on television, radio, and other media as such services relate to the position as Head Coach of the men's basketball team, as further set forth herein. Further, the parties hereto acknowledge and agree that the University possesses the sole and exclusive ownership rights to the University's men's basketball program of any nature, including, but not limited to, the following: radio, television, internet, and any other medium whatsoever whether now existing or developed in the future. As such, the University and its licensees or assigns shall have sole and exclusive rights to produce, market, and receive compensation for all radio, television, and internet shows relating to the University's men's basketball program, and Coach agrees to perform and carry out all duties and responsibilities deemed necessary by the Athletic Director or his designee for participation in such forms of media, marketing, or sponsorship activities. Coach owns the domain www.coachbruceweber.com, and shall

retain ownership of that domain. That domain shall be licensed to KSA and its internet affiliates on a royalty-free basis during the term of Coach's employment.

2.04 NCAA, Big 12, or University Rules and Regulations: Coach agrees to abide by and comply with the constitution, bylaws, and interpretations of the NCAA, and all Big 12 Conference, University and KSA rules and regulations. Coach will also ensure compliance with these rules and regulations by assistant coaches, and will make best efforts to ensure compliance by student-athletes, other program employees, and representatives of the University's athletic interests. In the event that the Coach becomes aware, or has reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules, or regulations may have taken place, he shall report it immediately to the Athletic Director.

2.05 NCAA, Big 12, University or KSA Violations:

(a) If Coach is found to be in violation of NCAA rules and regulations, whether while employed by the University or during prior employment at another NCAA member institution, Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, and Coach may be suspended for a period of time (not to exceed 60 days) without pay, or the employment of Coach may be terminated for a major violation or repetitive violations as provided in Sections 4.02 and 4.03 of this Agreement.

(b) If Coach is fined by the Big 12 Conference or NCAA for violation of the sportsmanship policy, such penalty shall be the sole and personal responsibility of Coach.

2.06 Annual Evaluation: The Athletic Director shall evaluate Coach annually prior to April 30th of each Contract Year, as defined herein, and will discuss the evaluation with Coach. Coach is primarily responsible for evaluation of all assistant coaches and men's basketball program staff, with such evaluations subject to review and approval by the Athletic Director or his designee.

Article III

TERM OF EMPLOYMENT, COMPENSATION, AND BENEFITS

3.01 Term of Agreement and Employment:

(a) Subject to the provisions below for termination, the term of employment under this Agreement shall be for five (5) years and 29 days beginning on the 2nd day of April, 2012, and ending April 30, 2017, subject, however, to termination in accordance with the provisions set forth in this Agreement.

(b) KSA and the University retain the right to assign Coach to other positions with different duties during the term of this Agreement. If the University or KSA makes such a decision to reassign Coach and Coach refuses to accept such reassignment, then Coach's employment shall terminate pursuant to Section 4.01 of this Agreement. At any

time during the term of this Agreement, Coach may be placed on administrative leave with pay at the discretion of KSA and/or University. If Coach is placed on administrative leave with pay at any time during his employment, he agrees that he will not accrue any additional vacation leave during the administrative leave period.

(c) As used in this Agreement, the term "Contract Year" is defined to mean the twelve month period commencing each May 1st and ending the following April 30th. Each such Contract Year is designated by the calendar years in which it begins and ends (so that the Contract Year from May 1, 2012, through April 30, 2013, is referred to as the "2012-2013 Contract Year").

(d) The University's obligation to Coach shall only extend for one year pursuant to Kansas Board of Regents policy, but shall automatically renew for one year at the expiration of each Contract Year. At the conclusion of Coach's last Contract Year as established by this Agreement, the University's obligation shall not renew. KSA's obligations shall extend through this Agreement's full term, unless terminated in accordance with Article IV of this Agreement.

3.02 Compensation:

(a) As compensation for the services performed under this Agreement, Coach shall be paid One Million Five Hundred Thousand Dollars (\$1,500,000.00) for the 2012-13 Contract Year, One Million Six Hundred Thousand Dollars (\$1,600,000.00) for the 2013-2014 Contract Year, One Million Seven Hundred Thousand Dollars (\$1,700,000.00) for the 2014-2015 Contract Year, One Million Eight Hundred Thousand Dollars (\$1,800,000.00) for the 2015-2016 Contract Year, One Million Nine Hundred Thousand Dollars (\$1,900,000.00) for the 2016-2017 Contract Year ("Base Salary").

(b) For the time period between April 2, 2012 through April 30, 2012, Coach shall be paid a total of One Hundred Nineteen Thousand One Hundred Seventy-Nine Dollars (\$119,179.00) as salary (calculation: \$1,500,000 multiplied by 29 days divided by 365 days per year), subject to normal withholding and other standard University payment processes and procedures.

(c) All compensation, including bonuses, provided to Coach will be paid in accordance with the University's normal payroll procedures, unless otherwise specified herein.

3.03 Exclusivity of Services

(a) Coach agrees that during the term of this Agreement, he will not engage in any outside activities, including but not limited to, television, radio, clothing or shoe sponsorships, or internet, unless such activities are expressly approved in writing and in advance by the Athletic Director, and as otherwise required by NCAA bylaws, rules and regulations. Such approval will not be unreasonably withheld. Coach shall not endorse

or allow his name, likeness, or image to promote any business enterprise that may conflict with the business of a University-affiliate or that of a sponsor of the University's third-tier broadcasting rights holder (e.g., K-State Sports Properties, LLC).

(b) Coach agrees that during the term of this Agreement he will notify the Athletic Director or his designee of, and obtain permission prior to, any substantive discussions by Coach, his agents or representatives, pertaining to coaching opportunities at any NCAA member institution, or any other coaching or non-coaching positions that may result in termination of his employment at the University. If formally announced as the coach or employee of a different employer, Coach agrees that his employment shall terminate immediately pursuant to Section 4.04 of this Agreement.

(c) Coach agrees that KSA and the University shall have the right to use the name, likeness, and image of Coach in promoting and developing the University's men's basketball program, the Athletic program, and in the best interest of the University, including, but not limited to the following: any and all forms of media (whether written, electronic, wireless or any other medium) as well as any University or KSA sponsorship or licensing agreements provided that such use shall not be in poor taste or reflect negatively upon Coach.

3.04 Fringe Benefits: Coach shall be entitled to the following fringe benefits, which are standard KSA fringe benefits for head coaches:

- (a) Participation in KSA group insurance and retirement programs and shall be eligible to participate in the voluntary payroll deduction programs as appropriate to Coach's salary as set forth in paragraph 3.02(a);
- (b) The use of one courtesy automobile comparable in make and model to that provided to football and women's basketball head coaches; and a vehicle stipend of \$10,000 per year to be used in accordance with KSA policy; and a stipend of \$4,000 per year to provide insurance coverage to said vehicles;
- (c) Ten (10) men's basketball tickets, with four tickets to be located behind the University's bench, and four parking passes for each home game; Six (6) football tickets and one parking pass for each home game; and Six (6) women's basketball tickets and one parking pass to Bramlage South Lot for each home game. Coach shall have the option to receive up to six (6) all session tickets to the Big 12 Basketball Tournament. All tickets and parking passes are for Coach's personal use only, unless otherwise authorized by the Athletic Director or his designee.
- (d) Full membership in the Manhattan Country Club; and
- (e) Golfing privileges at Colbert Hills Golf Course, as available to KSA.

3.05 The fringe benefits in 3.04(a) are subject to change if and when the benefit program, administered by KSA, changes.

3.06 Bonuses.

(a) As a bonus to supplement Coach's compensation, as set out herein, KSA agrees to pay the following sums upon attainment of each specified goal. Coach must complete the men's basketball season as Head Men's Basketball Head Coach to receive any performance bonuses for that season.

- (i) Coach shall receive as a bonus a sum calculated by multiplying his Base Salary by the highest percentage attained (percentages are not cumulative) for following team goals: (1) post-season NIT bid or 10-8 record in the Big 12 (4 percent); (2) NCAA tournament bid (8 percent); (3) Top 3 seed in Big 12 post-season tournament (12 percent); (4) reach Sweet 16 in NCAA tournament or win Big 12 championship (regular season or tournament) (16 percent); (5) reach the regional finals (Elite Eight) in NCAA tournament (20 percent); (6) reach the Final Four in NCAA tournament (24 percent); (7) Top 10 ranking in Associated Press or USA Today final poll (28 percent); and (8) win National Championship game (32 percent).
 - (ii) Coach shall receive a bonus of Twenty-Five Thousand Dollars (\$25,000) for a multi-year Academic Progress Rate ("APR") above .960. Coach will receive a bonus of Fifty Thousand Dollars (\$50,000) for a multi-year APR of .980. These amounts are not cumulative.
 - (iii) Coach shall receive a bonus of Fifty Thousand Dollars (\$50,000) for a team Graduation Rate or GSR above the rate for the general student body (comparing a 4-year average for both).
 - (iv) Coach shall receive a bonus of Twenty-Five Thousand Dollars (\$25,000) if he is selected by the Big 12 conference as the Men's Basketball Coach of the Year.
 - (v) Coach shall receive a bonus of Fifty Thousand Dollars (\$50,000) if he is selected by the NABC and/or the Associated Press as the Men's Basketball Coach of the Year.
- (b) The payments in Section 3.06(a) shall be made within thirty (30) days after the conclusion of the last men's basketball game of the season, or within thirty (30) days of the award being officially announced, at the discretion of KSA.

- (c) Upon successful completion of this Agreement as Head Men's Basketball Coach at University, Coach shall received a single lump sum retention incentive payment of \$500,000 payable within 30 days of the end date (April 30, 2017) of this Agreement. In the event that Coach is terminated pursuant to Section 4.01 of this Agreement, Coach shall receive \$100,000 for each Contract Year completed hereunder (including a pro-rata payment for the portion of the Contract Year completed, calculated by multiplying \$100,000 by the number of days worked in the Contract Year, divided by 365 days), payable within 30 days of termination.
- (d) If, prior to April 30, 2017, Coach is no longer the Head Men's Basketball Coach at the University for any reason other than termination pursuant to Section 4.01 of this Agreement, Coach shall not be entitled to any remaining retention incentive payment in Section 3.06(c), and any funds set aside by KSA/University shall remain the sole property of KSA/University.
- (f) Coach shall bear sole responsibility for the payment of taxes incurred on any retention incentive payments. Coach agrees to save, hold harmless and indemnify K-State Athletics, Incorporated, the University, their affiliates, and all officers, directors, trustees, employees, or agents of the foregoing from and against any and all taxes, penalties, interest, or other costs, including, but not limited to, costs of legal counsel and accounting professionals, assessed against or incurred by any of the indemnified parties in connection with any audit, litigation, or other controversy involving in any way retention incentive payments referenced above.

3.07 Deductions and Withholding.

All payments and benefits from the University and KSA are subject to normal deductions and withholding for state, local, and federal taxes.

3.08 Future Contract Negotiations.

In the event that one of the following events occurs during either the 2012-2013 or 2013-2014 basketball seasons, the parties agree to negotiate in good faith from March 15, 2014 to May 31, 2014 a modification, extension, or revised employment agreement. The events that would trigger a negotiation include: the University's men's basketball team winning the Big 12 tournament; receiving a 1 or 2 seed in the NCAA tournament; reaching the Sweet 16 in the NCAA tournament; or Coach winning the Big 12 or National Coach of the Year.

This section shall not apply if Coach is not the University's men's basketball coach.

Article IV
TERMINATION

4.01 KSA or the University have the right to terminate Coach's employment under this Agreement at any time without cause, in which event KSA will pay Coach:

(a) Either the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), or the sum of the total remaining Base Salary payable to Coach at the date of termination, whichever is less. The sum due above shall be paid in twenty-four (24) equal monthly installments beginning 30 days from the effective date of termination. Said sum shall be subject to Coach's duty to use reasonable and diligent efforts to find appropriate employment as a NCAA or professional Men's basketball assistant or head coach. In the event that Coach obtains employment as a NCAA or professional men's basketball assistant or head coach within twenty-four (24) months of the effective date of Coach's termination, it is agreed by the parties that KSA's obligation to pay Coach the amount above-specified shall be reduced dollar-for-dollar, by compensation actually earned by Coach as an NCAA or professional men's basketball assistant or head coach. Coach further agrees that he will accept commercially reasonable and competitive compensation for any position taken. Coach agrees to repay any amounts paid by KSA pursuant to this section that he has already received which are reduced by the twenty-four (24) month dollar-by-dollar comparison referenced above.

To the extent allowable by law, payment by KSA or University of any amount under this section will constitute a full release of any claim that Coach might otherwise assert against KSA or the University, or any of its representatives, agents or employees.

(b) Except for the obligation to pay to Coach the amount set forth in Section 4.01(a), all obligations of the University and KSA (to the extent not already accrued or vested) to Coach shall cease as of the effective date of such termination. In no case shall the University or KSA be liable for the loss of any additional compensation, collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, television or radio shows, apparel or shoe contracts, consulting relationships or from any other sources that may ensue as a result of termination without cause of Coach's employment under this Agreement.

(c) All obligations of Coach under this Agreement or otherwise associated with his employment by the University and KSA shall cease as of the effective date of such termination.

4.02 The University or KSA has the right to terminate the employment of Coach for cause. In the event Coach's employment is terminated by KSA or University at any time for cause, Coach is not entitled to the payment of any salary, benefits, or damages beyond the effective date of said termination for cause. Termination for cause means termination for Coach's misconduct. Misconduct, includes but is not limited to, the following:

- (i) Failure of Coach in any material respect to perform the services required of him under this Agreement, including but not limited to Coach's unwillingness or inability to perform Coach's job duties;
- (ii) Insubordination;
- (iii) Coach's conviction for a criminal offense involving fraud, or any conviction for a felony;
- (iv) Participation in an act which results in material injury to the reputation of the University;
- (v) Participation in an act of dishonesty, which act is materially inimical to the best interests of the University;
- (vi) Discreditable conduct by Coach 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 interests of University or KSA, as determined by the President in consultation with the Athletic Director;
- (vii) Conduct of Coach that offends public decency or morality as shall be determined by the standards prevailing in the community;
- (viii) Misconduct, unethical conduct, or any other inappropriate or impermissible conduct described in the provisions set forth in Section 4 of the K-State Athletics, Inc. Employee Manual. The parties agree that the provisions set forth in Section 4, in its entirety, of said Employee Manual are incorporated into this Agreement as cause for discharge under the terms of this Agreement;
- (ix) Violation of University policy, including but not limited to the Policy Prohibiting Discrimination, Harassment, and Sexual Violence, and the Workplace Violence Policy;
- (x) Violation(s) of NCAA, Big 12 Conference, University or KSA rules and regulations, including a major violation or repetitive violations;
- (xi) If Coach knows or should have known of a serious rule violation of NCAA, Conference, University or KSA rules by an assistant coach, staff member, athlete, or other representative of the University's athletic interests and fails to promptly report it to the Athletic Director of the University;
- (xii) Material breach of this Agreement.

KSA and the University shall have no obligation to use progressive discipline regarding Coach's misconduct. Any KSA or University decision to utilize progressive discipline shall not create any future obligation for KSA or University to use progressive discipline.

4.03 If KSA or the University terminates Coach's employment for cause as specified in Section 4.02, it shall be without liability to Coach, or any other penalty. Specifically:

(a) All obligations of the University or KSA to make further payments and/or to provide any other consideration, under this Agreement or otherwise, except to the extent already vested, shall cease immediately. In no case shall the University or KSA be liable to Coach for the loss of any Base Salary, additional compensation, collateral business opportunities, or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, television or radio shows, apparel or shoe contracts, consulting relationships or from any other source, as a result of the University's or KSA's termination for cause of Coach's employment under this Agreement.

(b) All obligations of Coach under this Agreement or otherwise associated with his employment by the University and KSA shall cease as of the effective date of such termination.

4.04 Termination by Coach:

(a) Coach recognizes that his promise to work for KSA and the University for the entire term of this five-year Agreement is the essence of this Agreement with the University. Coach also recognizes that KSA and the University are making a highly valuable investment in his continued employment by entering into this Agreement and that their investment would be lost if Coach resigns or otherwise terminates his employment with the University prior to the expiration of this Agreement. The parties agree that Coach may nevertheless terminate his employment under this Agreement prior to its normal expiration on April 30, 2017, by giving the Athletic Director advance confidential written notice of the resignation of his employment and by paying to KSA the sum of One Million Five Hundred Dollars (\$1,500,000.00) if prior to May 1, 2013, or One Million Dollars (\$1,000,000) if prior to May 1, 2014, or Five Hundred Thousand Dollars (\$500,000) if prior to May 1, 2016. The sum due above shall be paid in twenty-four (24) equal monthly installments beginning 30 days from written notice of resignation. The parties agree that these amounts are not a penalty, but represent a reasonable estimation of the damages that would be incurred by KSA and University if Coach terminates prior to the expiration of this Agreement. The parties further agree that the amount, nature, and extent of such damages are difficult to determine and may include, but not be limited to, additional expenses to search for and employ another Head Men's Basketball Coach, salary or other compensation to hire such coach, and tangible and intangible detriment to the men's basketball program of the University and the support of its fans and donors. Upon final payment, KSA and University will release any legal claim they may have against Coach or his subsequent employer regarding this Agreement.

(b) If Coach terminates his employment under this Agreement prior to its expiration in accordance with this provision, his compensation and benefits, to the extent not already accrued or vested, shall cease immediately, unless Coach continues to render the services described in this Agreement at the sole option of the Athletic Director.

(c) This Agreement will terminate automatically upon the death of Coach, or if Coach is unable to perform any of the duties enumerated in Article II of this Agreement for 180 days within the previous 365 days.

(d) Should Coach terminate this Agreement because of conditions beyond his reasonable control, such as disability, accident, or illness, there shall be no compensation owed by Coach to the University or KSA under the provisions of this Section 4.04.

Article V
OUTSIDE ACTIVITIES AND INCOME

5.01 Subject to the limitations of Section 3.03(a), Coach may engage in activities outside of his duties for KSA and the University and be compensated for those activities, but only so long as those activities do not interfere with performance by Coach of his duties as an employee of the University and KSA, or his duties under this Agreement or any University or KSA policy. In accordance with NCAA regulations and as set forth in the provisions for Coach's annual appointment to the University, Coach is required to receive, annually, prior written approval from the President of the University for all athletically-related income and benefits from sources outside the institution, which approval will first be sought from the Athletic Director or his designee. Coach's request for approval will be in writing and will include the amount and source of the income. The University agrees that to the extent Coach seeks University consent to engage in any such activity (whether by reason of NCAA rules or otherwise), such consent will not be withheld unreasonably.

5.02 Coach may own and operate a summer basketball camp at University facilities. The camp must be operated in accordance with the rules, guidelines, policies, and procedures of the KSA, Athletic Department, University, Big 12 and NCAA, and with appropriate financial controls. Within 60 days of the closing of the camp, Coach will provide to KSA a full financial accounting of the camp, including a statement of income and expenses, and an accounting of the distribution to University or KSA employees and third parties. Coach agrees that he has the right to operate this camp only as long as he is the Head Coach of the men's basketball program and that the University will assume the right to operate the camp upon the termination of Coach's employment as Head Coach.

5.03 Coach shall be entitled to utilize University facilities in his operation of his camp(s), as provided herein. The manner, means, and details of the camp must be submitted to and approved by KSA and the University prior to the camp being advertised. Coach shall be responsible for any and all facility or other fees and/or expenses (including but not limited to such items as clerical assistance, copy expenses, office supplies, administrative costs, residence halls, swimming pools, practice site, etc.) and equipment usage assessed by the University for said camps. Coach agrees to provide adequate liability insurance for his camp, with a minimum single occurrence limit of at least \$1,000,000, and with KSA and the University listed as additional insureds. KSA and the University agree to charge a commercially reasonable rate, as determined by the

Athletic Director or his designee, which is consistent with fees charged for other athletic summer camps, for the expenses referred to above. At the discretion of the Athletic Director or his designee, the University may agree to place advertising and links to camp websites on the University's official athletic website(s).

Article VI
SCHEDULING GAMES

6.01 All scheduling shall be jointly performed by Coach and the Athletic Director or his designee, and shall be subject to final approval by the Athletic Director.

Article VII
MEN'S BASKETBALL PROGRAM RECORDS AND MATERIALS
AND UNIVERSITY TRADEMARKS

7.01 All materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material or data furnished to Coach by the University, or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder, shall remain the sole property of the University.

7.02 Nothing in this Agreement shall constitute permission or license for Coach to use or to authorize third parties to use the University's trademarks in connection with any outside employment. A license to use the University's trademarks must be obtained from and approved by the appropriate University trademark and licensing officials. Further, nothing in this Agreement shall constitute permission or license for Coach to modify or change any existing trademarks or to create new trademarks for the University or its men's basketball program without the express written consent of the University President and Athletic Director, or their designees.

Article VIII
MISCELLANEOUS

8.01 This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, and any lawsuit brought regarding the terms of this Agreement may only be brought in the District Court of Riley County, Kansas.

8.02 Whenever possible, each provision of this Agreement will be interpreted in such manner as to be enforceable, valid and legal under applicable law. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid or illegal in any respect under applicable law, such unenforceability, invalidity or illegality will not affect any other provision of this Agreement and this Agreement will be construed as if such unenforceable, invalid or illegal provision had never been contained in this Agreement.

8.03 This Agreement shall not be assigned by either party, but shall be binding as to successors of the University or KSA.

8.04 This Agreement is for the sole benefit of the parties hereto and may not be enforced by any third party.

8.05 The section and paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretations of this Agreement. The recitals at the beginning of this Agreement are, and shall be construed as, substantive provisions of this Agreement.

8.06 With the exception of the provisions of each annual term appointment entered into by and between Coach and the University which are hereby incorporated by reference, this Agreement revokes and supersedes all prior agreements with respect to KSA's and University's employment of Coach, constitutes the entire agreement between the parties hereto, and may be modified only in a writing signed by the President of the University, the Athletic Director, and Coach.

8.07 Coach acknowledges that he has read and understands the foregoing provisions of this Agreement, that such provisions are reasonable and enforceable, and that he agrees to abide by this Agreement and the terms and conditions set forth herein.

8.08 Coach understands and agrees that he has been given an opportunity to consult with an attorney regarding this Agreement. Coach also agrees that, to the extent this Agreement requires interpretation, such interpretation shall not be made against the University or KSA as the drafters.

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For COACH

Bruce B Weber Date: 3/30/12
Bruce Weber, Head Coach

For K-STATE ATHLETICS, INCORPORATED

John Currie Date: 3/30/2012
By: John Currie, Chairman and CEO, by
Authorization of the Board of Directors

For KANSAS STATE UNIVERSITY

Kirk Schulz Date: 3/30/2012
By: Kirk Schulz, President