

**FIRST AMENDMENT TO
HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT**

This First Amendment modifies the Head Football Coach Employment Agreement (the "Employment Agreement") executed on December 11, 2018 by K-State Athletics, Incorporated, ("KSA") and Chris Klieman ("Coach"). This First Amendment is made pursuant to Section 8.06 of the Employment Agreement.

WHEREAS, KSA seeks to retain Coach's services; and

WHEREAS, Coach wishes to extend his obligations to KSA; and

THEREFORE, the parties agree as follows:

1. The language in Section 2.05(a) of the Employment Agreement shall be stricken and replaced with:

"If Coach is found to be in violation of NCAA, Big 12, University, and/or KSA rules and regulations while employed by KSA or, in the case of NCAA violations, 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 relevant enforcement procedures, and Coach may be suspended for a period of time without pay, or the employment of Coach may be terminated as provided in Sections 4.02 and 4.03 of this Agreement."

2. The language in Section 2.05(b) of the Employment Agreement shall be stricken and replaced with:

"If there is a final NCAA decision (following all possible appeals) that a major violation occurred in the football program that requires wins or records to be vacated and/or return of monies received by KSA or the University and/or other penalties, any and all bonuses paid under Section 3.06 for the relevant seasons shall be forfeited by Coach, and if already paid, repaid in their entirety to KSA within sixty (60) days. If Coach has qualified for any Contract Year extension(s) as provided in Section 3.01(a), and such wins are vacated such as he no longer qualifies for said extension(s), such extension(s) and any resulting compensation shall be forfeited by Coach."

3. The language in Section 3.01(a) of the Employment Agreement shall be stricken and replaced with:

"The term of employment under this Agreement shall begin on January 1, 2019, and end December 31, 2026, subject, however, to termination or extension in accordance with the provisions set forth in this Agreement. KSA also agrees to employ Coach in the same position from December 18, 2018 to December 31, 2018 (known as "the 2018 Period"). For each of the first three (3) football

seasons in which Kansas State University wins eight (8) or more regular season football games and plays in any post-season bowl game, effective January 1st of the following year this Agreement shall extend for one additional Contract Year with Coach to receive a Base Salary of \$4,300,000 for each such Contract Year. Coach may earn a maximum of three (3) such extensions. Due to scheduling restrictions caused by the COVID-19 pandemic, for the 2020 football season only, Coach may earn an extension as set forth above if Kansas State University wins six (6) or more regular season football games and plays in any post-season bowl game. Following the 2024-25 Contract Year, the parties agree to conduct negotiations regarding extending this Agreement.”

4. The language in Section 3.02 of the Employment Agreement shall be stricken and replaced with:

“As compensation for the services performed under this Agreement, Coach shall be paid a Base Salary per Contract Year as follows:

2019 Contract Year: \$2,300,000
(Two Million, Three Hundred Thousand Dollars)

2020 Contract Year: \$2,500,000
(Two Million, Five Hundred Thousand Dollars)

2021 Contract Year: \$3,100,000
(Three Million, One Hundred Thousand Dollars)

2022 Contract Year: \$3,500,000
(Three Million, Five Hundred Thousand Dollars)

2023 Contract Year: \$4,000,000
(Four Million Dollars)

2024 Contract Year: \$4,300,000
(Four Million, Three Hundred Thousand Dollars)

2025 Contract Year: \$4,300,000
(Four Million, Three Hundred Thousand Dollars)

2026 Contract Year: \$4,300,000
(Four Million, Three Hundred Thousand Dollars)

Eight+ Win Extension Contract Year(s) (if eligible): \$4,300,000
(Four Million, Three Hundred Thousand Dollars)”

5. The following shall be added as new Section 3.04(g) of the Employment Agreement:

“Eight (8) hours of private airplane use per Contract Year, subject to availability and scheduling by KSA. All such hours are forfeited if Coach is no longer a KSA employee;”

6. The following shall be added as new Section 3.04(h) of the Employment Agreement:

“Subject to availability, and at the discretion of KSA, the use of a suite (including game tickets and suite passes) and paid catering for any Kansas State post-season bowl game. All tickets are to promote the University and the football program and/or the Athletics Department. To the extent that a taxing authority claims that such benefits are for Coach’s personal use, Coach agrees to defend, indemnify, and hold harmless KSA and the University for any tax-related liabilities they may incur related to such claims or benefits.”

7. The following shall be added as new Section 3.08 of the Employment Agreement, titled “Retention Bonus”:

“(a) 2021 Retention Bonus. Upon successful completion of the 2021 Contract Year under this Agreement, Coach shall receive a single lump sum retention incentive payment of \$200,000 payable within 30 days of March 1, 2022, provided that Coach is employed as Head Coach for the University’s Football Team on March 1, 2022. In the event Coach is no longer Head Coach for the University’s Football Team for any reason(s) on or before March 1, 2022, Coach shall forfeit the right to receive such retention incentive and any funds set aside by KSA shall remain the sole property of KSA.”

“(b) 2022 Retention Bonus. Upon successful completion of the 2022 Contract Year under this Agreement, Coach shall receive a single lump sum retention incentive payment of \$250,000 payable within 30 days of March 1, 2023, provided that Coach is employed as Head Coach for the University’s Football Team on March 1, 2023. In the event Coach is no longer Head Coach for the University’s Football Team for any reason(s) on or before March 1, 2023, Coach shall forfeit the right to receive such retention incentive and any funds set aside by KSA shall remain the sole property of KSA.”

8. The first sentence in Section 4.01(a) of the Employment Agreement shall be stricken and replaced with:

“If KSA terminates Coach’s employment without cause it will pay Coach one of the percentages or amounts, as set forth below, of the remaining unpaid Base Salary based on the number of whole Contract Years remaining at the time of termination, and such amounts are not cumulative.

4 or more Contract Years:	75%
3 Contract Years:	67%
2 Contract Years:	50%
1 Contract Year or less:	\$4,300,000 or the remaining Base Salary payable to Coach on the date of termination, whichever is less"

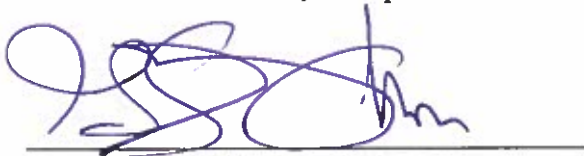
9. The first three sentences in Section 4.04(a) of the Employment Agreement shall be stricken and replaced with:

“Coach recognizes that his promise to work for KSA for the entire term of this Agreement is the essence of this Agreement. Coach also recognizes that KSA is 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 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 by giving the Athletic Director advance confidential written notice of the resignation of his employment and by paying to KSA one of the amounts, as set forth below, of the remaining unpaid Base Salary based on the number of Contract Years remaining at the time of termination.

5 or more Contract Years:	\$5,000,000 (Five Million Dollars)
4 Contract Years:	\$4,000,000 (Four Million Dollars)
3 Contract Years:	\$3,000,000 (Three Million Dollars)
2 Contract Years:	\$2,000,000 (Two Million Dollars)
1 Contract Year or less:	\$1,000,000 (One Million Dollars)

10. All other terms of the Employment Agreement shall remain the same.

For K-State Athletics, Incorporated



Gene Taylor, Chairman and CEO
By Authorization of the KSA Board of Directors

9/28/20
Date

For Coach



Chris Klieman
Head Football Coach

9-28-20
Date

For KANSAS STATE UNIVERSITY:

A handwritten signature in cursive script, appearing to read "Richard B. Myers".

By: Richard B. Myers, President

Date: 9/25/20