## INCENTIVE AND RETENTION COMPENSATION PLAN

Pursuant to the provisions of paragraph 3 of the Employment Agreement made by and between KANSAS STATE UNIVERSITY (the "University"), THE INTERCOLLEGIATE ATHLETIC COUNCIL OF KANSAS STATE UNIVERSITY, INC., now known as K-State Athletics, Incorporated ("KSA"), and JOHN CURRIE ("Currie"), the parties agree to and adopt this Incentive and Retention Compensation Plan, to be effective beginning on June 7, 2009, and ending on June 6, 2014, subject to the provisions, terms and conditions set forth herein and the provisions, terms and conditions set forth in the Employment Agreement.

## 1. Athletic Team Performance Bonus.

- Various Head Coaches earn bonuses based upon athletic-related accomplishments (e.g., Big 12 championships, football bowl appearance, post-season basketball tournaments and the like).
- In the event a Head Coach earns such a bonus, Currie will earn a bonus payable to Currie within 30 days of the end of each Contract Year. Any bonus over which Currie has direct or indirect control is not eligible (e.g., bonus for a good evaluation). In the event Currie does not complete a Contract Year, Currie will be entitled to any bonuses earned for sports in which the season was completed before Currie separated from employment.
- The bonus to be paid Currie will be 75% of the bonus paid to a Head Coach.
- The total of Athletic Team Performance Bonuses paid to Currie shall not exceed 25% of Currie's base Annual Salary in any Contract Year.

## 2. Retention Incentive Payment.

- Upon successful completion of Currie's initial five (5) year term as Athletic Director, Currie shall receive a single lump sum payment of \$250,000 payable within 30 days of June 6, 2014, provided that Currie is employed as Athletic Director at Kansas State University on June 6, 2014. In the event that Currie is terminated pursuant to Paragraph 13 of his Employment Agreement, Currie shall receive \$50,000 for each Contract Year completed thereunder, payable within 30 days of termination. In the event Currie is no longer Athletic Director for any reason(s) other than termination pursuant to Paragraph 13 during the initial five (5) Contract Years of his Employment Agreement, Currie shall forfeit any such retention incentive and any funds set aside by KSA/University shall remain the sole property of KSA/University.
- Currie shall bear sole responsibility for the payment of taxes incurred on such payment. Currie agrees to save, hold harmless and indemnify K-State Athletics, Incorporated (f/k/a The Intercollegiate Athletic Council of Kansas State University, Inc.), 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 this Retention Incentive Payment.

For JOHN CURRIE	
-/drie	
John Gurrie	
Date: 12309	

FOR K-STATE ATHLETICS, INCORPORATED (f/k/2 THE INTERCOLLEGIATE ATHLETIC COUNCIL OF KANSAS STATE UNIVERSITY, INC.)

By: Bruce Shubert, Secretary/Treasurer, by
Authorization of the Board of Directors

Date: 12-3-09

For KANSAS STATE UNIVERSITY

By: Kirk Schulz, President

Date: 12-3-2009