SETTLEMENT AGREEMENT WITH WAIVER AND RELEASE

This Settlement Agreement with Waiver and Release ("Agreement") is entered into between Edwin Les Miles ("Les Miles"), Just Ball, Inc. ("Just Ball"), and Kansas Athletics, Inc. ("Athletics") (collectively, the "Parties").

RECITALS

WHEREAS, Les Miles was employed as the Head Football Coach at Kansas Athletics and is leaving this position;

WHEREAS, Just Ball, Inc. was a contractor for the personal services rendered by Head Coach Les Miles;

WHEREAS, Athletics contends that Les Miles should have disclosed certain events that allegedly happened at LSU at the time of his initial hiring;

WHEREAS, Les Miles contends that he fully disclosed all relevant and required events that allegedly happened at LSU prior to his initial hiring;

WHEREAS, the parties wish to resolve all potential claims regarding the employment relationship and the contract among the parties; and

WHEREAS, the parties agree that it is in each party's best interests to enter into this Agreement;

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, Athletics, Les Miles and Just Ball agree as follows:

AGREEMENT

1. **Consideration**

In exchange for Miles' agreement to terminate his employment effective March 8, 2021 and Miles' and Just Ball's agreement to the terms and conditions in this document, the parties agree as follows:

A. Coach will receive all regular monthly payments (salary, professional services, name/image/likeness) earned through the end of March, per all related agreements including COVID side-letter agreements. All employee benefits end on March 31, 2021.

B. Athletics agrees that it also will pay Miles and Just Ball the following Settlement Payment of One Million Nine Hundred Ninety One Thousand Sixty-Two Dollars and 50 cents ($1,991,062.50), to be paid in monthly payments as set forth below, in accordance with normal payroll schedule, subject to applicable state and federal tax deductions and in accordance with the allocation as specified in the Employment

Agreement, Professional Services Agreement and Licensing Agreement:

	Employment Agreement Settlement Payment to Les Miles	Professional Services Settlement Payment to Just Ball Inc.	Licensing Fee Settlement Payment to Just Ball Inc.	TOTAL
April 2021	41,666.67	107,437.50	52,083.33	**201,187.50**
May 2021	41,666.67	107,437.50	52,083.33	**201,187.50**
June 2021	41,666.67	107,437.50	52,083.33	**201,187.50**
July 2021	41,666.67	137,500.00	52,083.33	**231,250.00**
August 2021	41,666.67	137,500.00	52,083.33	**231,250.00**
September 2021	41,666.67	137,500.00	52,083.33	**231,250.00**
October 2021	41,666.67	137,500.00	52,083.33	**231,250.00**
November 2021	41,666.67	137,500.00	52,083.33	**231,250.00**
December 2021	41,666.67	137,500.00	52,083.33	**231,250.00**
TOTAL				**$1,991,062.50**

The parties further agrees these Settlement Payments is the full and final amount owed to Miles and Just Ball. Upon receipt of the final installment of the Release Payment, Miles and Just Ball shall have no claim to any additional compensation or payments.

2. <u>General Waiver and Release</u>

Except for the rights and obligations created by this Agreement, Les Miles on behalf of himself and as CEO of Just Ball waives and release any and all claims, known or unknown, arising on or before the Effective Date of this Agreement, that he and Just Ball has or might have against Athletics, the University of Kansas, and their officers, affiliates, employees, representatives and agents, as well as all of their respective past and present affiliates, officers, employees, representatives and agents (collectively "Released Parties"), subject only to the exceptions identified below and in Section 5 of this Agreement regarding Claims not Waived and Released. These waived and released claims include but are not limited to: (i) claims that in any way relate to Miles' employment, separation from employment, and other dealings of any kind with any Released Party or Parties; (ii) claims of unlawful discrimination, harassment, retaliation, or other alleged violations arising under the United States and Kansas constitutions, Titles VI and VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act of 1963, Executive Order 11246, Title IX of the Education Amendments of 1972, Sections 503 and

504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, the Jobs for Veterans Act of 2002, the Kansas Acts Against Discrimination, 42 USC §1981, 42 U.S.C. § 1983, 42 U.S.C. §1985, U.S.C. § 1988, the Employee Retirement Income Security Act ("ERISA"), inclusive with COBRA, K.S.A. §44- 1001, et seq., or any other state, federal, or local law, statute, public policy, order, ordinance, or regulation; (iii) claims of wrongful discharge, tort, defamation, misrepresentation, fraud, detrimental reliance, breach of alleged contractual obligations, negligence, and of public policy; and (iv) claims for monetary damages, other personal recovery or relief, costs, expenses, and attorneys' fees of any kind. Notwithstanding the foregoing, Miles will remain fully vested in any retirement account(s) that he may have, and will remain eligible for COBRA insurance coverage to the extent allowed by law.

Athletics, the University of Kansas, and their officers, affiliates, employees, representatives and agents, as well as all of their respective past and present affiliates, officers, employees, representatives and agents, waive and release any and all claims, known or unknown, arising on or before the Effective Date of this Agreement, that they have or might have against Miles or Just Ball and their officers, affiliates, employees, representatives and agents, as well as all of their respective past and present affiliates, officers, employees, representatives and agents, subject only to the exceptions identified below and in Section 3 of this Agreement regarding Claims not Waived and Released.

The Parties hereto agree not to initiate any legal proceedings related to any matters released in this Agreement. Nothing in this Agreement prevents Miles from filing a charge of discrimination with the United States Equal Opportunity Commission or any other federal, state, or local agency, or from otherwise participating in any investigation or other proceeding involving such an agency. By signing this release, Miles the Parties are waiving their right to recover any monetary or other damages and/or attorneys' fees in any claim or lawsuit brought or related in any way to claims released by this Agreement. The Parties understand and agree that this Agreement may be used as an affirmative defense and complete bar to any claim, lawsuit, charge, or any other type of action that any Party, or someone on his or its behalf, may file asserting claims released by this Agreement.

3. Claims Not Waived and Released

The only claims not waived and not released in this Agreement are: (i) claims arising after the date Miles signs this Agreement; (ii) any claim that as a matter of law cannot be waived; and (iii) rights and obligations that are specifically described and provided for in this Agreement.

4. Non-Admission

Nothing in this Agreement constitutes or shall be portrayed or regarded as an admission of any wrongdoing, fault, violation, liability, or unlawful activity by any of the Parties to this Agreement.

5. Severability

In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid and unenforceable portion shall be construed or modified in a manner that gives force and effect, to the fullest extent possible, to all other portions of this Agreement. If any invalid or unenforceable portion of any provision in this Agreement cannot be construed or modified to render it valid and enforceable, that portion shall be construed as narrowly as possible and shall be severed from the remainder of this Agreement, and the remainder of this Agreement (including the remainder of the section, paragraph, subparagraph, sentence, or provision containing any invalid or unenforceable words) shall remain in effect to the fullest extent possible.

6. Periods to Consider this Agreement and Revoke

Miles agrees that he was given a reasonable period of time to review and that he has obtained counsel Peter R. Ginsberg, from the law firm of Michelman & Robinson, LLP to decide whether to sign the Agreement. To the extent that he has signed the Agreement, he has done so knowingly and voluntarily. To accept this Agreement, Miles must sign below where indicated, and return the Agreement to Dawn McClure, Director-Human Resources, 1651 Naismith Drive, Lawrence, Kansas 66045.

7. No Revocation

The Parties understand and agree that once he or it signs this agreement, such Party cannot change his or its mind. The Agreement is complete and cannot be withdrawn.

8. Non-Disparagement

Miles understand and agree that he will use best efforts to not publish, directly or indirectly, any materially negative comments verbally or in writing, on social media or in any other forum to anyone about any other Party that might cause an individual reasonably to question the integrity, quality, character, competence or diligence of any Party.

The following individuals agree that, as long as they are employed by Athletics and/or the University of Kansas, they will use best efforts to not publish, directly or indirectly, any materially negative comments verbally or in writing, on social media or in any other forum to anyone about Miles that might cause an individual reasonably to question the integrity, quality, character, competence or diligence of Miles: Doug Girod, Chris Freet, Sean Lester, and Jeff Long. Nothing in this Agreement limits any Party the ability to comply with a valid court order or to report

any act as required by law.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this Agreement, or Miles's employment with Athletics, shall reside only in the federal or state courts of Kansas, and the parties consent to personal jurisdiction and venue in the State of Kansas.

10. Complete Agreement

This Agreement constitutes the parties' entire agreement and cancels, supersedes, and replaces any and all prior proposals, understandings, and agreements (written, oral, or implied) regarding all matters addressed herein, including without limitation the Employment Agreement. The terms of this Agreement may not be altered or modified except by written agreement between Miles and Athletics. In connection with this Agreement's acceptance and execution, neither Miles nor Athletics is relying on any representation or promise that is not expressly stated in this Agreement.

11. Binding Agreement

The Parties agree and represent that he or it has completely and carefully read this Agreement, fully understand its terms, and voluntarily without being under duress accept these terms of his or its own free choice. Each Party agrees that he or it has the legal capacity to enter into this Agreement and has had to opportunity to consult with an attorney before signing this Agreement, or knowingly and voluntarily chosen not to consult with an attorney. This Agreement will inure to the benefit of Miles's heirs and successors.

12. Open Records and Confidentiality

Miles understands that Athletics may be subject to the Kansas Open Records Act, and that it may be required to disclose this Agreement in response to an Open Records Act request. Miles agrees to disclose this agreement or the existence of such agreement. Miles does not authorize the release of his confidential and private medical information, or any other information not required to be released by Athletics under the Kansas Open Records Act. Athletics further agrees that it will not release information pertaining to Miles on a voluntarily basis *(i.e.,* if such disclosure is not required by the Kansas Open Records Act).

13. Breach; Notice; Opportunity to Cure.

In the event that a party breaches a material term of this Agreement, the non-breaching party shall provide notice in writing, describing the nature of the breach. The allegedly breaching party will thereafter have fourteen (14) days to cure the breach. If such breach is not cured within the fourteen (14) day period following notice, then the non-breaching party shall be entitled to the remedies provided for by law arising out of the breach, including but not limited to damages and injunctive relief.

14. <u>No Work Related Injuries</u>

Miles acknowledges and represents he has no intention of filing a workers' compensation claim and does not believe he has suffered or sustained any injury or illness in his work for Released Parties that would give rise to a claim under worker's compensation law beyond those he is releasing in connection with this Agreement.

15. <u>NCAA Violations</u>

Miles acknowledges and warrants that he has reported all known NCAA violations, if any, to KAI Compliance. Miles agrees that if requested by KAI or KAI coaches, he will participate in providing testimony related to NCAA proceedings provided that KAI provides counsel of Miles' selection.

Each Party, including Miles on behalf of himself and as CEO of Just Ball Inc, has read this Agreement, including the waiver and release it contains, and understands all of its terms. Each Party is executing this Agreement voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates set forth below, effective upon the execution by both parties:

[SIGNATURES APPEAR ON NEXT PAGE]

KANSAS ATHLETICS, INC.

By [redacted]
Jeffrey P. Long
Title: Director of Athletics

3/8/2021
Date

Leslie Edwin Miles
Title: Head Football Coach

Date

JUST BALL, INC.

Leslie Edwin Miles
CEO of Just Ball, Inc.

Date

[redacted]
George Bass
Title: Agent for Head Football Coach

3/8/21
Date

Approved by:

[redacted]
Dou
Title: Chancellor, The University of Kansas

3/9/21
Date

KANSAS ATHLETICS, INC.

By: _____ _____
Jeffrey P. Long Date
Title: Director of Athletics

[redacted] 3-8-2021
Leslie Edwin Miles Date
Title: Head Football Coach

JUST BALL, INC.

[redacted] 3-8-2021
Leslie Edwin Miles Date
CEO of Just Ball, Inc.

_____ _____
George Bass Date
Title: Agent for Head Football Coach

Approved by:

_____ _____
Douglas A. Girod Date
Title: Chancellor, The University of Kansas