

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made effective August 1, 2012, by and between TEXAS A&M UNIVERSITY (“UNIVERSITY”), a member of The Texas A&M University System (“System”), and ERIC C. HYMAN, (“HYMAN”), for and in consideration of the promises, mutual covenants and agreements of the Parties to be by them respectively kept and performed as hereunder set forth, it is agreed as follows:

UNIVERSITY and HYMAN recognize the value of competitive intercollegiate athletics for student athletes, the student body, former students and the national image of the UNIVERSITY. For many years, UNIVERSITY has sought to maintain a program of intercollegiate athletics that would bring pride to the above-mentioned constituencies and to do so as a member of the Athletic Conference with which the University is affiliated (“CONFERENCE”), and the National Collegiate Athletic Association (“NCAA”). To this extent such organizations have applicable governing constitutions, by-laws, rules and regulations, UNIVERSITY and HYMAN have committed themselves to complete compliance thereto.

HYMAN and UNIVERSITY acknowledge that UNIVERSITY through its department of intercollegiate athletics (“Department”) operates under the following mandates:

- To attract student-athletes who possess the qualities necessary for success as students, as well as athletes, and whose moral character will bring credit to themselves and UNIVERSITY.
- To produce athletic teams which reflect favorably upon UNIVERSITY, including championship teams whenever possible.

To accomplish these mandates, UNIVERSITY looks to the Director of Athletics (“Director”) to do the following:

- To assume an active role in enabling students to meet the demands of both academics and athletic competition. This includes establishing policies and regulations concerning housing, training table, class attendance, study time, tutoring and other related areas.
- To establish and enforce standards of conduct for all athletes and staff which will promote a positive image to the media and general public.
- To adhere to the letter and spirit of the rules and regulations set forth by the NCAA and the CONFERENCE.
- To be responsible for the actions of all staff members in the Department.

## TERM OF EMPLOYMENT

1. Term. UNIVERSITY hereby employs and HYMAN hereby accepts employment with the Department in the capacity of Director of UNIVERSITY for the period beginning on August 1, 2012 (hereafter the "Effective Date") and ending on July 31, 2017 (the "Term"), subject, however, to prior termination as hereinafter provided. Contract Year shall mean each year during the Term.

1.01 Extension of Term. The Term of this Agreement may be extended for an additional term of two (2) years following a review by the President (to be completed within 90 days after the end of the third Contract Year) upon such written terms and conditions as may be mutually agreed upon by the Parties.

## DUTIES AND OBLIGATIONS

2.01 The duties of HYMAN shall include the following:

- (a) provide leadership and management of all programs and activities of the Department;
- (b) develop, approve and implement departmental rules, guidelines and procedures for the effective administration of the Department;
- (c) develop and administer a budget consistent with UNIVERSITY guidelines and within expected revenues;
- (d) conduct annual performance evaluations of all departmental personnel who are charged with overall supervisory functions within the Department, including head coaches for each competing athletic team;
- (e) develop programs within the department to educate all coaches and personnel regarding total compliance with, current rules, guidelines and enforcement provisions of UNIVERSITY, the CONFERENCE, and NCAA;
- (f) approve all schedules proposed by coaches of each competing team and execute all necessary contractual agreements regarding such scheduled games consistent with UNIVERSITY rules;
- (g) approve the employment of all personnel within the department, including all assistant coaches proposed by head coaches;
- (h) develop and administer programs aimed at the academic success of student-athletes and fostering high standards of moral conduct and citizenship as students;

- (i) attend and actively participate in CONFERENCE and NCAA meetings, conferences and clinics to represent UNIVERSITY's goals and objectives;
- (j) attend public and media appearances and promotional gatherings as a spokesman for the athletic program and UNIVERSITY;
- (k) monitor compliance by UNIVERSITY with all applicable governing constitutions, by-laws, rules and regulations of the CONFERENCE and NCAA and cooperate fully with the UNIVERSITY Compliance Officer to assure compliance and to deal affirmatively with non-compliance where discovered.

2.02 HYMAN agrees that as a duty and condition of employment HYMAN will not:

- (a) engage in (i) felony criminal behavior or (ii) misdemeanor criminal behavior (excluding any Class C misdemeanor) that is materially prejudicial to the UNIVERSITY or System;
- (b) publicly endorse any political figure or cause, whether on the national, state, or local level;
- (c) engage in any personal actions, business transactions or commerce, or appear on any radio or television programs, any other form of public media (including but not limited to the internet, social media, blogs) or other communication mediums, that are materially prejudicial to UNIVERSITY or System;
- (d) knowingly engage in, support, or tolerate any action violative of any material governing constitution, by-law, rules, regulation, or policy, of the CONFERENCE, the NCAA, or UNIVERSITY;
- (e) accept or receive any monies, benefit or any other gratuity whatsoever from any UNIVERSITY booster club or other benefactor if such action would be a violation of NCAA legislation now or hereafter enacted.

2.03 If HYMAN is found in violation of NCAA regulations HYMAN shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations.

### **DEPARTMENT INVESTIGATIONS**

3. HYMAN will cooperate fully and completely, and will use best efforts to assure that his staff members cooperate fully and completely, with any investigation of any alleged violation of any of the covenants enumerated herein, conducted by UNIVERSITY, including any questions raised by the CONFERENCE or the NCAA. Hyman shall take prompt corrective or disciplinary action to address and non-cooperation by any staff member.

## PAYMENTS AND BENEFITS

4.01 Annual Compensation. UNIVERSITY agrees to pay, and HYMAN agrees to accept from UNIVERSITY, in full payment for the services herein described, compensation at the rate of EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00) annually payable in monthly installments beginning August 1, 2012. In addition, UNIVERSITY agrees that HYMAN shall be entitled to all other benefits including vacation time, health, life and disability insurance, worker's compensation, sick leave, and like privileges, excluding tenure, which are customarily afforded to employees of UNIVERSITY of commensurate rank and length of service, and of like term of appointment.

4.02 Additional Benefits. UNIVERSITY agrees to the following additional benefits for HYMAN throughout the Term of this Agreement:

- (a) HYMAN shall have, at all times, the use of two vehicles through the car program of the Department;
- (b) HYMAN shall be provided a club membership at one country club located in Brazos County, Texas. UNIVERSITY shall also pay or reimburse HYMAN for all dues and charges for UNIVERSITY business.

4.03 Incentives. HYMAN shall be entitled to receive additional non-salary compensation from UNIVERSITY in the form of the following stated bonuses for increased responsibilities provided that there are no pending or active UNIVERSITY, NCAA or CONFERENCE investigations of major NCAA violations of which HYMAN knew or should have known and failed to report or attempt in good faith to stop:

- (a) Football
  - Win National Championship \$100,000;
  - Appearance in a NCAA sanctioned post-season bowl other than the Cotton Bowl, Chick-fil-A Bowl, Capital One Bowl, or the Outback Bowl (inclusive of any successors thereto) that is not a Bowl Championship Series ("BCS") Bowl game \$30,000;
  - Appearance in the Cotton Bowl, Chick-fil-A Bowl, Capital One Bowl, or the Outback Bowl (inclusive of any successors thereto) \$60,000;
  - Appearance in Conference Championship Game \$60,000;
  - Appearance in BCS Bowl (or replacement such as a Playoff Bowl Game) or Championship Bowl (SEC v. Big 12) \$90,000.

(b)	Men's Basketball	
	CONFERENCE Regular Season or Tournament Champion	\$25,000;
	Appearance NCAA Tournament	\$25,000;
	Appearance Sweet Sixteen	\$50,000;
	Appearance Final Four	\$75,000;
	National Champion	\$100,000.
(c)	Women's Basketball	
	CONFERENCE Regular Season or Tournament Champion	\$25,000;
	Appearance NCAA Tournament	\$25,000;
	Appearance Sweet Sixteen	\$50,000;
	Appearance Final Four	\$75,000;
	National Champion	\$100,000.
(d)	Other NCAA or CONFERENCE Sports	
	CONFERENCE Regular Season or Tournament Champion	\$10,000;
	Team National Champion	\$25,000;
	Appearance NCAA Post Season Competition or any individual National Champion	\$5,000.
(e)	Academic Success	
	During each Contract Year, APR of 950 or better for any CONFERENCE team or annual APR for any CONFERENCE team that is among the top seven (7) annual APR's for CONFERENCE teams of the other members - \$1,000/sport up to 20 sports for a potential total of \$20,000.	

- (f) Total of all bonuses paid pursuant to Section 4.03(a)-(d) shall not exceed \$180,000 in any Contract Year. Total of all bonuses paid pursuant to Section 4.03(e) shall not exceed \$20,000 in any Contract Year.
- (g) Bonuses shall be paid within thirty (30) days following the event for which the bonus is earned.

4.04 Reimbursement for Spouse's Official Activities. It is understood by the parties that from time to time HYMAN's spouse may be called upon to travel to and/or attend various functions on behalf of UNIVERSITY. When engaged in such activities, HYMAN's spouse shall be entitled to payment for travel and other expenses incurred in such official activities.

4.05 Reimbursement for Director's Official Activities. HYMAN shall be entitled to be reimbursed by UNIVERSITY for customary expenditures incurred by HYMAN in the discharge of his duties under this Agreement afforded to employees of the UNIVERSITY of commensurate rank and length of service, and of like term of appointment.

4.06 Moving Expenses. HYMAN shall be reimbursed by UNIVERSITY up to an amount not to exceed \$50,000, upon presentation of appropriate documentation and in accordance with UNIVERSITY policy and procedure, for reasonable and customary out-of-pocket expenses, including packing and unpacking charges, incurred by HYMAN in moving to College Station, Texas.

4.07 Reimbursements and Third Party Payment Invoices. Any invoices for payments and/or requests for reimbursements provided for in Sections 4.02(b), 4.04, 4.05, and 4.06 must be submitted no later than thirty (30) days following the end of the applicable tax year. UNIVERSITY will exercise due diligence in paying items submitted for payment or reimbursement in accordance with this Section 4.07; however, in no event will payments for any item be payable to HYMAN after sixty (60) days following the close of HYMAN's applicable tax year.

## TERMINATION AND SUSPENSION

5.01 Termination for Cause. The UNIVERSITY shall have the right and option to either suspend HYMAN for a period of time of up to ninety (90) days without pay or to terminate this Agreement immediately before the expiration of its stated term, or any extension thereof, if:

- (a) HYMAN shall negligently or intentionally fail or refuse in any material respect to fulfill the duties or conditions described in Sections 2.01 (after providing HYMAN with written notice of such failure or refusal and a reasonable opportunity to cure same) and 2.02 to the reasonable satisfaction of UNIVERSITY;
- (b) HYMAN shall willfully breach any material covenant, term, or condition imposed under the terms of this Agreement;

- (c) HYMAN dies or becomes permanently disabled for a period of six months because of sickness, physical or mental disability, disease, or any other reason that may reasonably appear to render HYMAN unable to complete his duties, obligations, and/or the conditions of this Agreement;
- (d) HYMAN is found to be involved in gross negligence resulting in material violations, or deliberate and material violations, of the rules of the CONFERENCE or NCAA rules, regulations, by-laws and interpretations;
- (e) UNIVERSITY shall eliminate or substantially alter the position for which HYMAN is being employed under this Agreement as a result of discontinuance of Division I athletics at UNIVERSITY.

5.02 No Payment if Termination for Cause. If UNIVERSITY terminates this Agreement for cause as outlined in Paragraph 5.01, then UNIVERSITY shall not thereafter be liable for the payment of any salary or benefits following the end of the month of such termination.

5.03 Termination Without Cause. UNIVERSITY shall have the right to terminate this Agreement before the expiration of its stated Term or any extension thereof, without cause. Termination without cause shall mean termination of this Agreement on any basis other than those set forth in Paragraph 5.01 above. Termination without cause shall be effected by delivering to HYMAN written notice of UNIVERSITY'S intent to terminate this Agreement without cause effective on a date set forth in such notice, such date shall not be earlier than forty-five (45) days from the posted date of such written notice or from the date of delivery to HYMAN if UNIVERSITY personally delivers such notice. If UNIVERSITY exercises its right under this section to terminate without cause, HYMAN shall be entitled to damages as provided for in Paragraph 5.04 below.

5.04 Damages Upon Termination by UNIVERSITY Without Cause. If UNIVERSITY terminates this Agreement without cause prior to its expiration, or any extension thereof, in accordance with Paragraph 5.03 above, UNIVERSITY shall pay to HYMAN, and HYMAN agrees to accept as liquidated damages, a sum equal to one-half (1/2) of the base salary provided for in 4.01 for the remainder of the Term of this Agreement and any bonuses earned under Section 4.03 prior to the effective date of termination. The liquidated damages shall be paid within thirty (30) days following the effective date of the termination of this Agreement. HYMAN will be entitled to continue such insurance benefits at HYMAN's own expense as required or permitted by law, but HYMAN will not otherwise be entitled to any employment or other benefit described in Article 4 hereof.

5.05. Termination by HYMAN. HYMAN recognizes that his promise to work for UNIVERSITY for the entire Term of this Agreement is of the essence of this Agreement to UNIVERSITY. HYMAN also recognizes that UNIVERSITY is making a valuable investment in his continued employment by entering into this Agreement and that its investment would be lost were HYMAN to resign or otherwise terminate his employment. Therefore, HYMAN

agrees not to seek or apply for other employment without prior notice to UNIVERSITY. In the event HYMAN terminates this Agreement to accept employment as a Director of Athletics, or its equivalent, at another institution, or as a conference commissioner, HYMAN agrees to pay to UNIVERSITY as liquidated damages, a sum equal to one-half (1/2) of the base salary provided for in 4.01 for the remainder of the Term of this Agreement.

5.06 Bargained for Liquidated Damages.

- (a) The parties have bargained for and agreed to the foregoing liquidated damages provision in Section 5.04, giving consideration to the fact that termination of this Agreement by UNIVERSITY without cause prior to its natural expiration may cause HYMAN to lose certain benefits, supplemental compensation, or outside compensation relating to his employment at UNIVERSITY, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by UNIVERSITY and acceptance thereof by Hyman shall constitute adequate and reasonable compensation to HYMAN for the damages and injury suffered by Hyman because of such termination by UNIVERSITY. The foregoing liquidated damages shall not be, nor be construed to be, a penalty.
- (b) The parties have bargained for and agreed to the foregoing liquidated damages provision in Section 5.05, giving consideration to the fact that University will incur administrative, resettlement and other attendant costs in obtaining a replacement for HYMAN in addition to potentially increased compensation costs, lost talents, broken promises and relationships with participants, reduced membership in athletic clubs and alumni support, decline in donations to the athletic program, redesigning publicity, media guides, and the like if HYMAN terminates this Agreement while serving as Director, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by HYMAN and acceptance thereof by UNIVERSITY shall constitute adequate and reasonable compensation to UNIVERSITY for the damages and injury suffered by it because of such termination by HYMAN. The foregoing liquidated damages shall not be, nor be construed to be, a penalty.

**ENTIRE AGREEMENT**

6. This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding or written or oral agreements between the Parties. This Agreement may be altered only by a subsequent written Agreement signed by both Parties. No waiver by the Parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other breach of the same or any other covenant, term or condition contained herein. Nothing in this Agreement shall be construed as a



waiver or relinquishment by UNIVERSITY of its right to claim such privileges and immunities as may be provided by law.

### **UNENFORCEABILITY OF PROVISIONS**

7. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein.

### **GOVERNANCE UNDER THE LAWS OF TEXAS**

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

### **ANNUAL REPORT OF OUTSIDE INCOME**

9. HYMAN shall report annually in writing to the President of UNIVERSITY, on or before October 31 of each year, all athletically-related income from sources outside UNIVERSITY, including but not limited to, income from annuities, sports camps or clinics, housing benefits, complimentary ticket sales, Internet web sites, speaking engagements, public appearances, country club memberships, personal services contracts, television and radio programs and endorsement or consultation contracts with athletic shoe or apparel or equipment manufacturers or sellers, and UNIVERSITY shall have reasonable access to all records of HYMAN necessary to verify such report. (As of the effective date of this Agreement, HYMAN'S outside sources and amounts of athletically-related income are set forth in Exhibit A, attached hereto, which list shall be updated promptly to reflect any changes and in no event less frequently than annually.) This disclosure of outside income is required by Article 11.2, of the NCAA Bylaws.

### **PROHIBITED OUTSIDE INCOME**

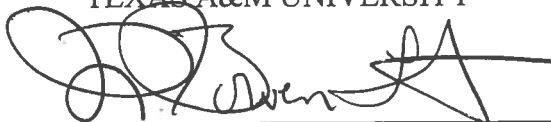
10. HYMAN may not be compensated by an individual or commercial business outside UNIVERSITY for employment or assistance in any manner or from any source where such outside or third party compensation would be in violation of NCAA Rules or the rules of the CONFERENCE.

**REPORTING RELATIONSHIP**

11. Hyman shall report directly to the President of the UNIVERSITY.

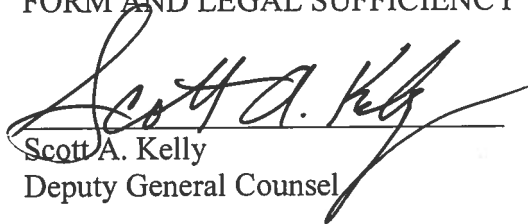
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TEXAS A&M UNIVERSITY



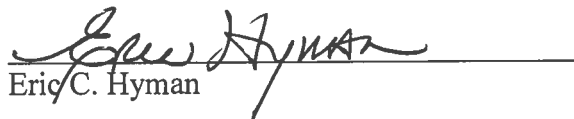
R. Bowen Loftin  
President

FORM AND LEGAL SUFFICIENCY



Scott A. Kelly  
Deputy General Counsel

ERIC C. HYMAN



Eric C. Hyman