

CONFIDENTIAL SETTLEMENT AGREEMENT

This Confidential Settlement Agreement (this "Agreement") is made and entered into this 17th day of February 2020, between Dr. Austin Lane ("Lane") and Texas Southern University ("TSU") (collectively, the "Parties").

WHEREAS, Lane and TSU have mutually agreed that he will step down as President of TSU, and as a tenured member of its faculty.

Now, therefore, it is agreed by the Parties as follows:


1. In consideration of the recitals set forth above, Lane's stepping down, as mutually agreed, from his position of President of TSU, and as a tenured member of its faculty, effective upon the acceptance by the Board of Regents (the "Board"), such date anticipated to be February 20, 2020 (Lane shall continue to receive his current salary as President, which is \$510,000 annually, through February 29, 2020 notwithstanding the acceptance of this Agreement by the Board). TSU shall make a lump sum payment to Lane of \$560,000 (\$460,000 of which shall be classified as additional wages and shall be subject to any and all applicable deductions for federal and state tax purposes, and \$100,000 of which shall be classified as compensation for alleged emotional distress, damage to reputation and mental anguish), and which lump sum payment shall be paid in full by no later than March 6, 2020, receipt and sufficiency of which is hereby acknowledged, and the promises and mutual releases described in this Agreement, Lane has this day released, and by these presents does hereby release, acquit and forever discharge, the Board of Regents of TSU ("Board"), TSU, its officers, employees, agents and representatives, from any and all claims, demands and causes of action of any kind whatsoever, including, without limitation, defamation and intentional infliction of emotional distress, which Lane has or might have, known or unknown, based upon any acts, omissions, events or matters that have occurred prior to the execution of this Agreement, with the exceptions set forth in paragraph 2 below; and, TSU (for itself and the Board, including all current and former Board members) has this day released, and by these presents does hereby release, acquit and forever discharge, Lane from any and all claims, demands and causes of action of any kind whatsoever, which TSU, the Board, or any current or former member of the Board, has or might have, known or unknown, based upon any acts, omissions, events or matters that have occurred prior to the execution of this Agreement. The mutual releases contained in this paragraph of the Agreement are not intended to, and do not, release any claim alleging breach or violation of this Agreement, or seeking to enforce this Agreement. Further, Lane under no circumstances will have any obligation to repay any portion of the lump sum payment from TSU to Lane of \$560,000 described above, regardless of his employment status or the amount of his earnings after stepping down as TSU's President and a tenured member of its faculty.
2. Notwithstanding any provision in this Agreement that may be to the contrary, nothing in this Agreement releases, waives, or adversely affects any right Lane has under TSU's nonqualified deferred compensation plan. All amounts credited to Lane under TSU's


nonqualified deferred compensation plan (which shall include \$5833.33 for February 2020) will be available for disbursement to him immediately after February 29, 2020, or as reasonably practicable thereafter. Further, Lane will receive payment for all of his accrued, unpaid vacation through February 29, 2020, in accordance with Texas law. Further, Lane shall be entitled to the cash value, if any, of the \$200,000 fully-paid whole life insurance policy on his life.

3. Lane specifically represents and warrants that he understands that by signing this Agreement he is waiving his rights and releasing the Board, TSU, its officers, employees, agents and representatives, from any and all claims or liabilities, however determined, arising prior to the execution of this Agreement associated with his employment at TSU, with the exceptions set out in the preceding paragraph. This release and waiver is intended by the Parties to bar any and all legal and/or equitable actions in any judicial or administrative forum, including but not limited to, claims or actions under any federal or state civil rights or employment statutes, including the Age Discrimination in Employment Act and Chapter 21 of the Texas Labor Code.
4. Lane, on behalf of himself and his spouse, agrees not to disparage TSU, the Board, or any current or former member of the Board, in any way, to anyone, at any time, regardless of whether the disparaging statement is true or untrue, and further agrees not to make or solicit any comments, statements or the like that may be considered to be derogatory or detrimental to the good name or reputation of TSU, the Board, or any current or former member of the Board. TSU and the Board members, on behalf of themselves and their spouses, agree that they will not disparage Lane, in any way, to anyone, at any time, regardless of whether the disparaging statement is true or untrue, and further agree that they will not make or solicit any comments, statements or the like that may be considered to be derogatory or detrimental to the good name or reputation of Lane. When this Agreement becomes effective pursuant to paragraph 12, Dr. Lane, his spouse, all members of the Board, and their spouses, shall be bound by this non-disparagement obligation. Notwithstanding the above, nothing shall prohibit an individual covered by this provision from giving truthful testimony in a deposition or court of law.
5. It is expressly understood and agreed that the terms hereof are contractual and not merely recitals and that the agreements herein contained, and consideration transferred, is to compromise doubtful and disputed claims, avoid litigation and buy peace, and that no payment made nor release or other consideration given shall be construed as an admission of any obligation or liability by Lane, the Board, TSU, its officers, employees, agents or representatives. Each person executing this Agreement represents that he/she has the authority to bind the entity on whose behalf he/she is signing.
6. Each party executing this Agreement acknowledges that he/she has had the opportunity to secure the advice of counsel, including legal counsel, and he/she understands the terms of this Agreement and freely enters into this Agreement.
7. It is understood and agreed that this Agreement contains the entire agreement between

the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to this matter. Specifically, this Agreement nullifies and supersedes the Employment Agreement between Texas Southern University and Dr. Austin Lane, which became effective September 1, 2019 (the "Employment Agreement"). If the Board authorizes this Agreement at the Regular Board Meeting scheduled for February 20, 2020, and the Agreement becomes effective pursuant to paragraph 12 of this Agreement, the Employment Agreement then becomes null and void. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist.

8. Lane, including his agents, heirs, assigns, spouse, representatives, attorneys, and or any other person acting directly or indirectly by, through or in concert with Lane or any of the foregoing, now or in the future, agrees to withdraw all requests for information requested pursuant to the Texas Open Records Act (Chapter 552 of the Texas Government Code) or the Freedom of Information Act.
9. To the extent that University action is required to effectuate the transfer of any whole life insurance policies in the name of Lane, the Board or the University will take such necessary action to effectuate such transfer.
10. Given that this Agreement was reached as a result of a mediation session governed by the Texas Civil Practice & Remedies Code, the parties agree that the negotiation and discussions leading up to this Agreement shall remain confidential, and further agree that the terms of the Agreement shall remain confidential until it is authorized by the Board.
11. This Agreement shall be governed by the laws of the State of Texas.
12. This Agreement becomes effective upon Board authorization of this Agreement at the Regular Board Meeting scheduled for February 20, 2020, and becomes null and void in its entirety if the Board does not authorize this Agreement at the Regular Board Meeting scheduled for February 20, 2020.


Austin Lane


Hasan K. Mack
Chairman
TSU Board of Regents

Date: 2-17-20

Date: 2-20-20