

**EMPLOYMENT CONTRACT
STATE OF TEXAS
COUNTY OF LUBBOCK**

This Employment Contract (the "Agreement") is made and entered into on the 1st day of Dec, 2018 by and between Texas Tech University ("University") and Matt Wells ("Coach") (hereinafter collectively referred to as the "Parties"). Coach shall be employed upon the terms, conditions, stipulations, covenants and agreements as set forth herein:

**I.
TERM**

Both Parties hereby mutually agree that for and in consideration of the mutual benefits and consideration received or to be received by the Parties that Coach shall be employed as Head Football Coach at the University for a term beginning the 1st day of Dec, 2018, and ending on the 31st day of December, 2024 (the "Term"), upon the terms, conditions, stipulations, covenants and agreements as set forth herein. For purposes of this Agreement, each calendar year during the Term of this Agreement shall be referred to as a "Contract Year."

The Parties agree, however, that in the event that the University's football team is invited to a bowl game or playoff scheduled within 30 days after the expiration of the Term of this Agreement, Coach shall continue his duties as specified herein, and the Term shall be extended accordingly, until such bowl or playoff is completed (the "Extended Term"). During such Extended Term, Coach shall be entitled to receive any Supplemental Compensation, prorated Base Salary as set forth in paragraph III. A., and prorated Rights Fees for Outside Athletics Related Income as set forth in paragraph III.C.4. that would have otherwise been due related to such bowl game or playoff as set forth in this Agreement if the bowl or playoff had occurred during a Contract Year.

**II.
PRIMARY DUTY ASSIGNMENT**

Coach shall be employed as Head Football Coach at University during the period of this Agreement. Unless otherwise agreed to in writing by the Parties, the assignment by University of Coach to any position at the University other than Head Football Coach shall constitute termination, without cause by University.

**III.
COMPENSATION AND BENEFITS**

A. BASE SALARY

Coach shall be paid the following annual Base Salary during the period of this Contract.

December 1, 2018 - December 31, 2018	\$ 25,000
January 1, 2019 - December 31, 2019	\$300,000
January 1, 2020 - December 31, 2020	\$300,000
January 1, 2021 - December 31, 2021	\$300,000
January 1, 2022 - December 31, 2022	\$300,000
January 1, 2023 - December 31, 2023	\$300,000
January 1, 2024 - December 31, 2024	\$300,000

Payment shall be in accordance with the payroll policies of the University and subject to such deductions as may be required by applicable state and federal laws and regulations. Any change to Base Salary may only be made by a written amendment to this Agreement which is signed by both Parties. All University and State of Texas benefits shall be derived from and based exclusively on Base Salary.

B. HEALTH, RETIREMENT, VACATION AND OTHER LEAVE

Coach will be eligible to participate in the same benefits as all other full-time, benefits-eligible University employees. Such benefits shall be governed by University policy and Texas law. Vacation leave shall be taken at such time or times agreed upon between Coach and the Director of Intercollegiate Athletics. Coach must report all leave time taken pursuant to University policy.

C. PERQUISITES

1. **Moving Expenses and Other Relocation Costs:** Coach shall be entitled to reimbursement for reasonable and necessary moving expenses as allowed by University policy and by law in an amount not to exceed Thirty Thousand Dollars (\$30,000). Payment of such expenses shall be made within 45 days of receipt by University of all receipts and other relevant documentation of such expenses from Coach. Coach shall also be entitled to either temporary housing or a temporary housing allowance for up to three (3) months, as determined by the Director of Intercollegiate Athletics.

2. **Courtesy Automobile:** Coach shall receive one courtesy automobile or a car allowance as may be approved in writing by the Director of Intercollegiate Athletics.

3. **Camps:** Coach, acting as an individual or a private legal entity, may offer a camp using University facilities after first receiving written approval by the Director of Intercollegiate Athletics. Coach shall report personal vacation time when preparing for and conducting a private camp and shall require that all other University personnel under Coach's supervision also report personal vacation time when preparing for and conducting such camp. University facilities, equipment and resources may be used according to the terms and conditions of a separate Facilities Use Agreement. Such Facilities Use Agreement must be in writing and signed by both Parties before commencement of a camp. Coach shall have permission to use the terms "Texas Tech University" and "Red Raider Football" in the description and identification of any Football camp conducted by the Coach, upon prior approval by the Director of Intercollegiate Athletics or his/her designee. Coach shall ensure that such camp(s) shall

be in compliance with all relevant local, state, or federal laws, regulations, and ordinances as well as all applicable Texas Tech University and Texas Tech University System operating policies and procedures.

4. **Rights Fees for Outside Athletics Related Income:** The University shall pay the following amounts to Coach for the rights to Coach's Outside Athletics Related Income (Rights Fees):

<u>Contract Year</u>	<u>Amount</u>
2018 (December 1 – December 31)	\$ 191,667
2019	\$2,500,000
2020	\$2,700,000
2021	\$2,800,000
2022	\$2,900,000
2023	\$3,000,000
2024	\$3,100,000

University will pay such Rights Fees in equal installments on a monthly basis subject to such deductions as may be required by law.

It is agreed that Rights Fees for Outside Athletics Related Income of Coach shall include but not be limited to the following income:

- a. Uniform/clothing contracts;
- b. Shoe/equipment contracts;
- c. Apparel contracts;
- d. Television coaches shows;
- e. Pre-game, post-game and other radio or internet shows;
- f. Speaking engagements arranged through University;
- g. Merchandising contracts;
- h. Other income received by Coach resulting from or otherwise arising out of being the Head Football Coach at University, but not including sports camps.

The following types of income arranged through Coach's agent, or any successor agent, which do not result from or otherwise arise out of being the Head Football Coach at University, shall not be considered Outside Athletics Related Income:

- a. National speaking engagements and endorsements arranged through agent;
- b. National television, radio, and internet commercial contracts arranged through agent;
- c. Book contracts; and
- d. All other income received by Coach that does not result from or otherwise arise out of being the Head Football Coach at University.

Coach will neither participate in, nor allow Coach's name to be used in connection with any particular athletic equipment and/or commercial activity wherein Coach will receive remuneration for such participation or use unless Coach first shall have received written consent therefore from the Director of Intercollegiate Athletics, such consent shall not be unreasonably withheld. Endorsement or consultation contracts with athletics shoe, uniform or apparel, or equipment manufacturers must be reviewed and approved by the Director of Intercollegiate Athletics before Coach can execute such an agreement.

Coach acknowledges that University has exclusive sponsorship agreements, as well as an exclusive media and marketing rights agreement with Red Raider Sports Properties (collectively the "University Exclusive Contracts"). Coach specifically covenants and agrees not to enter into any endorsement or sponsorship agreement or arrangement that conflicts with these University Exclusive Contracts.

Coach shall participate in Coach's Television and Radio Shows as required by the Red Raider Sports Properties Agreement. Also, Coach will reasonably cooperate with Red Raider Sports Properties to assist in the fulfillment of its marketing and media rights responsibilities.

5. Supplemental Compensation: In the event that the University football team achieves certain accomplishments, Coach shall earn the following payments (Supplemental Compensation). Supplemental Compensation shall be paid no later than March 1 following the end of the Contract Year in which earned; provided, however, that in no event shall Coach be entitled to receive more than a total of One Million Dollars (\$1,000,000) per Contract Year as payment for Supplemental Compensation:

- a. Regular Season¹ Wins (non-cumulative):
 - 12 - \$250,000
 - 11 - \$200,000
 - 10 - \$175,000
 - 9 - \$150,000
 - 8 - \$100,000
- b. FBS Total Offense or Defense final National Ranking (non-cumulative):
 - 1st - \$50,000
 - 2nd-5th - \$25,000
- c. Big 12 Conference Championship Game (Cumulative):
 - Appearance in Big 12 Conference Championship Game - \$250,000
 - Win Big 12 Conference Championship Game - \$500,000
- d. Post Season Bowls (Appearance and win supplemental compensation payments shall be cumulative) (All New Year's Day and later bowls shall be

¹ Regular season wins do not include wins during conference championship games, bowl games, or any playoff game of any type.

applied to the Supplemental Compensation total for the Contract Year in which the football team qualifies for the bowl):

Big 12 lower-tier bowl (currently: Cactus/Liberty/Cheez-it/Armed Forces/substitute bowl) appearance - \$25,000

Big 12 lower-tier bowl win - \$25,000

Big 12 higher-tier bowl (currently Alamo/Camping World/Texas) appearance - \$75,000

Big 12 higher-tier bowl win - \$75,000

College Football Playoff Bowl Series (non-playoff) appearance - \$150,000

College Football Playoff Bowl Series (non-playoff) win - \$150,000

College Football Playoff Bowl Playoff Game appearance - \$250,000

(Currently there will be four teams in the Playoffs. If that number increases during the Term, Coach shall be entitled to Supplemental Compensation in the amount of \$250,000 for each such non-Championship Playoff game for which the football team qualifies.)

College Football National Championship Game Appearance - \$500,000

College Football Playoff Bowl National Champion - \$500,000

e. Final Ranking (non-cumulative):

Top 25 in ESPN/USA Today, AP, or CFP or successor poll - \$25,000

Top 10 in ESPN/USA Today, AP, or CFP or successor poll - \$50,000

f. Big 12 Coach of the Year Awards (non-cumulative):

AP or Chuck Neinas Big XII Conference Coach of the Year - \$15,000

g. National Coach of the Year Awards (non-cumulative):

AP or Home Depot (ESPN) National Coach of the Year - \$50,000

h. Team GPA (non-cumulative and GPA will be determined after each semester based on scholarship football student-athletes):

2.65 or better for fall or spring semesters - \$20,000

2.85 or better for fall or spring semesters - \$25,000

3.0 or better for fall or spring semesters - \$30,000

i. Academic Performance Rating (cumulative):

Annual APR: 950 or above* - \$20,000

4-year APR average: 950 or above* - \$10,000

*For purposes of this provision, the Football team's APR shall be determined based on the APR as initially published by the NCAA following the academic year in which the APR is earned. To receive this Supplemental Compensation, Coach must be employed as Head Football Coach at the conclusion of the academic year for which the applicable APR is calculated.

j. Attendance Achievement: If the average paid attendance at home football games equals or exceeds an average of 95% of Paid Seating Capacity during a Contract Year - \$50,000. For purposes of this provision, Paid Seating

Capacity for football is 60,454. Paid Seating Capacity is subject to change based upon future construction to Jones AT&T Stadium and will automatically be adjusted for purposes of this provision upon completion of any such construction.

The above Supplemental Compensation earnings shall be cumulative unless specifically noted otherwise as set forth under paragraph III.C.5. Any Supplemental Compensation related to a bowl game, playoff game or National Championship will be deemed to have been earned during the Contract Year in which that football season giving rise to that bowl game, playoff game or National Championship has taken place.

Coach shall not be entitled to receive the foregoing Supplemental Compensation if Coach terminates this Agreement prior to the Football Team's achievements in the above-referenced accomplishments. Further, Coach shall not receive the foregoing Supplemental Compensation in any year in which the Football Team is either ineligible for postseason competition for a failure to earn the minimum Academic Performance Rate (APR) under the NCAA's Academic Performance Program or has otherwise been penalized by the NCAA for a failure to earn the minimum Academic Performance Rate (APR) under the NCAA's Academic Performance Program.

6. Club Memberships: The University will pay Coach's membership fees, monthly dues and related assessments in a country club approved in advance by University and Coach. Coach will also be provided a membership in the Jerry S. Rawls Golf Course and the Texas Tech Club. It is understood and agreed that such memberships are provided for business purposes so as to allow Coach to develop and promote interest and support and sponsorship of the football program and the University. Coach is responsible for all non-business expenses incurred with regard to such memberships.

7. Football Tickets: The University will provide to Coach the use of a football stadium suite with up to 40 tickets and reasonable food and beverage for each University home football game plus 4 season tickets in the stadium bowl at no cost to Coach. The University will provide Coach up to 20 tickets to each University away football game and any bowl game in which the University's football team participates during the term of this Agreement, also at no cost to Coach. The University will provide Coach with six (6) tickets in a priority seating area or best available seating area to all home basketball games, the Big 12 Men's Basketball Tournament (if Texas Tech is a participant), and any NCAA Men's Basketball Tournament games in which Texas Tech is a participant, also at no cost to Coach.

8. Initial Payment: The University will make a one-time payment to Coach in the amount of \$800,000 (Eight hundred thousand Dollars) no later than thirty (30) days after execution of this Agreement. Such amount will be increased by any amount owed by Coach for taxes and withholding (Increase Initial Payment), to result in the net amount

owed to Coach's prior employer. The Increased Initial Payment shall be paid by the University to Coach no later than 60 days after being calculated by Coach or his designee and confirmed by the University. Coach understands that he will be responsible for payment of any amounts due for terminating his prior employment.

9. Tax Liability: To the extent there are applicable taxes for any payments, perquisites, or benefits set forth above, Coach shall be responsible for payment of such taxes.

10. Life Insurance: The University will provide to Coach a term life insurance policy in the amount of \$5,000,000 at no cost to Coach during the term of the Agreement.

11. Team Travel: Coach shall have the opportunity for 4 guests to travel with the University's football team to away football games, including any postseason bowl game including lodging, meals and game tickets, subject to availability on the plane.

12. Assistant Coach Salary Pool: The total assistant coach salary pool shall be 3,300,000 and shall increase not less than 3% each successive year. Coach shall determine the amount to be paid to each assistant coach as mutually agreed upon between Coach and the Director of Intercollegiate Athletics. Upon Coach's request, assistant coaches will be offered employment contracts which shall include a bonus for bowl participation in an amount equal to one month of such assistant coach's base salary.

IV. PERFORMANCE

Coach's day-to-day supervisor, for purposes of this Agreement, shall be the Director of Intercollegiate Athletics. All administrative matters pertaining to the operation of University's Football Program shall be subject to the ultimate but reasonable direction and control of the Director of Intercollegiate Athletics. Coach shall not be allowed to hire or terminate Football program personnel without prior approval from the Director of Intercollegiate Athletics, such approval shall not be unreasonably withheld. Without limitation of the foregoing, Coach, in the performance of his duties, shall conduct himself at all times in a manner consistent with his position as an instructor of students and as a University ambassador, representative, and key employee. Coach shall promote the encouragement and support of student athletes on the Team in regard to personal, physical, and intellectual development, activities, and achievements, including an emphasis on each student athlete's completion of an undergraduate degree program. Coach shall engage in (and attempt to assure every coach under Coach's supervision is engaging in) fair, safe, and responsible treatment of student-athletes on the Team and attempt to avoid behavior, actions or activities that could, in any way, jeopardize a student-athlete's health, safety, welfare, or that could otherwise cause harm or risk causing harm to a student-athlete. Coach shall not engage in any behavior, actions or activities that (i) substantially subject either Coach or University to public disrepute, contempt, scandal, ridicule or embarrassment, or that fails to conform to the conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon TTU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty,

misrepresentation, fraud or violence that may or may not rise to a level warranting criminal prosecution by the relevant authorities; (ii) substantially adversely affects Coach's or University's reputation; (iii) substantially interferes with or substantially diminishes Coach's standing as a University ambassador and representative; or (iv) are substantially contrary to the best interests of the University, its students, or its athletic program ("Objectable Behavior"). The determination of whether Coach has engaged in Objectable Behavior shall be in the reasonable and good faith judgment of the Director of Intercollegiate Athletics. The Parties agree that, although this Agreement is sports related, the primary purpose of the University and this Agreement is educative. Thus, the educative purposes of the University shall have priority in the various provisions of this Agreement. Coach will follow all applicable University policies and procedures as well as applicable Texas and federal law. Coach shall not, either directly or indirectly, breach, or countenance the breach, by any player or coach subject to his control or supervision, of any of the rules and standards of the Big 12 Conference, the National Collegiate Athletic Association (NCAA), as well as other associations or agencies to which the Texas Tech University adheres. Coach understands that he is presumed to be responsible for the actions of all assistant coaches and other administrators who report, directly or indirectly to him. Coach understands that he has an affirmative obligation to cooperate fully in any investigation or infractions process in which the University is involved, including but not limited to the investigation and adjudication of a case as defined by the NCAA. Failure to do so may result in sanctions to be determined in the sole discretion of the University's President, in consultation with the Director of Intercollegiate Athletics, which may include but not be limited to fines, suspensions, or termination with cause pursuant to Section V.A. below. Coach shall promote an atmosphere of compliance within the Football program and shall monitor the activities of all assistant coaches and other administrators involved with the program who report, directly or indirectly to him. In this connection, Coach agrees to devote the coach's entire time, labor, effort and attention, in good faith, to conduct and perform the duties commensurate with the position as Head Football Coach, and shall fulfill all job responsibilities in a timely, thorough, constructive, cooperative, and positive manner, including responsibility for appraisals, administrative processes, and attendance at required meetings. Coach shall adhere to the University's policies or state and federal law regarding sexual misconduct and shall immediately report to the University's Title IX Coordinator any potential violation of such policies or laws, including but not limited to, sexual harassment, sexual assault, sexual exploitation, intimate partner violence, or stalking, involving student-athletes, staff, coaches or that is in connection with a University sponsored event. Any emergency situation should immediately be reported to 911 and/or law enforcement. Breach of the standards set forth in this Section IV, whether willful or through negligence, may be subject to disciplinary action and penalties ranging from termination, suspension, public or private reprimand or monetary fines or adjustments in compensation or adjustments in the term of this Agreement as determined by the Director of Intercollegiate Athletics. The provision of this paragraph shall be without prejudice to any right the University may have under Section V of this Contract.

Unless notice of termination of employment has been given to Coach in accordance with Articles V.A. or V.D. below, Coach shall not engage in, or direct others to engage in on his behalf, discussions or negotiate, either directly or indirectly, concerning Coach's prospective employment by any other employer without first providing prior written notice to the Director of

Intercollegiate Athletics of such discussions or negotiations. Failure to provide such notice may be considered a material breach of this Agreement.

V.
TERMINATION

A. FOR CAUSE

The University specifically reserves the right to terminate this Employment Contract for Cause. Such Cause shall include but is not limited to the following: violation(s) of Section IV above; negligent or intentional failure to perform assigned duties to the reasonable satisfaction of the Director of Intercollegiate Athletics after the Director of Intercollegiate Athletics has notified Coach and Coach has refused to remedy said failure(s), including failure or refusal to fully cooperate with the University, law enforcement, the Big 12 Conference, or the NCAA in an investigation or infractions process; violation(s) of the governing policies, rules, regulations and procedures of the University, Texas or federal law, any athletic conference of which the University is a member, or a Level 1 or Level 2 violation or numerous and substantial Level 3 or Level 4 violations of NCAA rules or countenance of such violations by a member of University's Department of Intercollegiate Athletics' staff who Coach directly supervises, or failure to report such known or suspected violations as set forth in Section IV above; Coach's commission of an act of moral turpitude, or Coach's engaging in Objectionable Behavior. In the event this Agreement is terminated by University for Cause, the University's sole obligation to Coach shall be to pay his Base Salary until the effective date of termination in addition to any Rights Fees and Supplemental Compensation that has been earned as of the date of termination. In no event shall the University be liable to Coach for the loss of any collateral business opportunities or any form of consequential damages resulting from or associated with Coach's employment.

B. INABILITY TO PERFORM

In the event of the inability of Coach to continue to perform his obligations under this Agreement by reason of a substantial physical or mental illness, injury, or some other occurrence beyond the control of either party hereto, and such inability to perform has continued or will continue beyond a period of at least ninety (90) days within a 120-day period which cannot reasonably be accommodated by the University and which prevents Coach from being able to perform essential functions of the duties and responsibilities set forth herein, the University reserves the right to terminate this Agreement. In such event, all future obligations between the Parties hereto shall cease.

C. TERMINATION WITHOUT CAUSE BY UNIVERSITY

In addition to the provision set forth above, the University specifically reserves the right to terminate this Agreement without Cause at any time. The Parties agree that in the event University exercises the right to terminate without Cause, the University will pay liquidated damages to Coach in an amount equal to 70% (Seventy Percent) of all Base

Salary and Rights Fees remaining in the Term in monthly installments beginning one month after the date of termination provided, however, that University's obligation to pay such amounts shall be reduced by the total compensation received by Coach from any employment ("Subsequent Compensation") during the remaining Term of this Agreement (not including the employee benefits costs associated with such employment) so long as the total compensation is at an actual market rate for such similar positions ("Actual Market Rate"). Coach shall provide in writing to the Director of Intercollegiate Athletics all documentation of Subsequent Compensation upon accepting other employment. Failure to provide such documentation within 30 days of beginning subsequent employment will void University's obligation to pay any remaining Base Salary and Rights Fees.

Actual Market Rate herein shall be defined as the average total compensation for the position among public universities in the conference of the new collegiate institution, utilizing available compensation sources (e.g., USA Today salary survey, WINAD, and other coaching compensation databases). The University reserves the right to adjust the compensation due and owing if Coach's new compensation appears contrived to rely upon payments to Coach by the University. Examples would include, but are not limited to, if Coach's new position apportions compensation so that it increases or balloons after the University's payments to Coach cease, or the subsequent employment arrangement otherwise attempts to avoid the intended net effect of this provision, Coach expressly agrees that the University shall assign a market value of compensation to Coach's new position based upon its assessment of similar positions. For the purposes of this Section V(C), "employment" shall mean working as a football coach. For the purposes of this Section V(C), Subsequent Compensation shall mean any and all compensation received through Coach's employment, including, but not limited to, base salary, non-salary compensation, consulting fees, bonuses, and any other compensation.

Additionally, all Base Salary, Rights Fees, and Supplemental Compensation set forth under paragraph III.C.5 above which Coach has earned prior to such termination date shall be included in Coach's payment following the Contract Year in which such termination occurs. In the event of termination under this provision, the University shall not be liable to Coach for any other claims or University benefits or collateral business opportunities associated with Coach's position as Head Football Coach other than that specifically set forth above.

D. TERMINATION WITHOUT CAUSE BY COACH

Coach specifically reserves the right to terminate this Agreement without Cause at any time. In the event that Coach terminates without cause, University will, within thirty (30) days of termination, pay Coach all Base Salary, Rights Fees, and Supplemental Compensation that has been actually earned and accrued but unpaid under the terms of this Agreement as of the date of termination, less all applicable taxes and other appropriate withholdings. In the event Coach terminates his employment at University to coach at another NCAA Division I-A institution or National Football League team during the Term of this Agreement, Coach shall, within sixty (60) days of termination, pay University liquidated damages in an amount equal to 20% (Twenty Percent) of all

Base Salary and Rights Fees remaining in the Term. No liquated damages shall be owed if Coach terminates his employment at University for any other reason.

- E. **LIQUIDATED DAMAGES** The Parties have bargained for and agreed to, and consequently are bound by, the liquidated damages provisions in Sections V(C) and V(D) above. The Parties agree and acknowledge the unique, specialized and exclusive nature of collegiate coaching and the difficulty in calculating damages in the event of a breach. The Parties acknowledge the competitive environment of collegiate football coaching. The Parties recognize and acknowledge the valuable coaching and recruiting knowledge and relationships that Coach will develop with players, recruits, high schools, junior colleges, staff, coaches, alumni and donors while employed by the University and the difficulty the University will have in replacing that knowledge and those relationships. Coach understands and acknowledges that upon his departure, he will have unique and specialized knowledge of the University's schemes and tendencies. The Parties understand and acknowledge the special need for continuity in the University's football program. The Parties agree that Coach is highly compensated and that the University is making a substantial monetary investment in Coach. The Parties further understand and recognize the cost, difficulty and uncertainty with replacing Coach. The Parties agree and understand that ticket sales and television contracts are in part tied to the success of the Coach and the program. The Parties agree that payment of such liquidated damages shall constitute adequate and reasonable compensation for damages suffered because of termination without cause by the University, or because of termination without cause by Coach. The liquidated damages shall not be construed as a penalty. The liquidated damages provisions shall apply only to termination pursuant to Section V(C) of this Agreement for termination without cause by the University, and termination pursuant to Section V(D) of this Agreement for termination without cause by Coach;

F. **MUTUAL AGREEMENT**

The Parties reserve the right to terminate this Agreement by mutual agreement. In the event the right to terminate pursuant to this paragraph is exercised, all liability of the Parties shall cease effective the date of termination.

VI.
ATHLETICALLY-RELATED INCOME AND BENEFITS

Coach shall report any athletically-related income or benefits (e.g. income from endorsement or consultation contracts with apparel companies, equipment manufacturers, television and radio programs; income from ownership, control or management of a foundation, organization, or other entity, etc.) in the amount of \$600 (six hundred dollars) or more to the University's President no later than August 31 of each year during the Term.

VII.
PUBLIC APPEARANCES

Coach shall make no public appearance, either in person or by means of internet, radio or television, or willingly allow the use of Coach's name in connection with Coach's relationship to

the University when any such appearance or use of name will result in unfavorable reflection upon the University.

VIII. REPRESENTATIONS

It is mutually understood that this Agreement contains all of the terms and conditions to which the Parties have agreed and that no other understandings or representations, either oral or written, unless specifically and unequivocally referenced in the preceding paragraphs, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto. Any modification, amendment or addendum to this Agreement shall only be by written instrument signed by each party hereto.

IX. INTERPRETATION

No provision or part of this Agreement which shall prove to be invalid, void or illegal shall in any way affect, impair or invalidate any other provision or part, and such other provision and parts shall remain in full force and effect.

X. APPLICABLE LAW

This Agreement is made and entered in Lubbock County in the State of Texas; the laws of Texas shall govern its validity and interpretation and the performance by the Parties of their respective duties and obligations under this Agreement. The Parties agree that any matter related to or arising out of the Agreement shall be resolved in accordance with laws of the State of Texas, without giving effect to its conflict of laws provisions, and venue for any proceedings shall be in Lubbock County, Texas;

Coach has been advised to have this Agreement reviewed by counsel familiar with employment agreements before agreeing to the terms and conditions contained herein. Therefore, any ambiguity in this Agreement shall not be construed against the University as drafter of the Agreement.

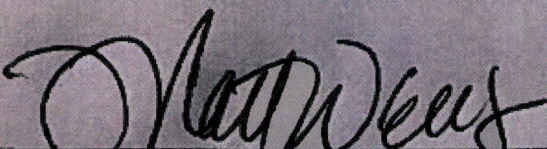
XI. EMPLOYMENT MATTERS, FORCE MAJEURE, AND BOARD APPROVAL

This Agreement is intended as the sole source of Coach's employment rights, irrespective of any statement contained in any University employment manual, staff manual, or any other similar document pertaining to University staff or faculty.

If either party is unable to perform any obligation under the Agreement because of acts of nature not within the control of that Party, then the performance of both Parties is excused until such matters are resolved to the extent that performance may resume.

This Agreement is contingent on the results of your completed criminal history investigation, verification of the information provided to us during the interview process, completion of all new hire paperwork, and the approval from the Texas Tech Board of Regents.

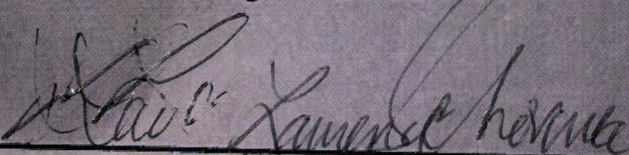
IN WITNESS WHEREOF, the Parties hereto shall consider this Agreement to be effective on the 7 day of DECEMBER, 2018.


MATT WELLS
Head Football Coach
Date 12/7/18

Kirby Hocutt

Digitally signed by Kirby Hocutt
DN: cn=Kirby Hocutt, o=Texas Tech
University, ou=Athletics,
email=kirby.hocutt@ttu.edu, c=US
Date: 2018.12.07 15:00:35 -06'00'

KIRBY HOCUTT
Director of Intercollegiate Athletics
Date 12.7.18


LAWRENCE SCHOVANEC
President - Texas Tech University
Date 12-10-18