

**AMENDED AND RESTATED
COACH'S EMPLOYMENT AGREEMENT**

THIS AMENDED AND RESTATED COACH'S EMPLOYMENT AGREEMENT (this "Agreement") is made effective January 1, 2014 (the "Effective Date"), by and between TEXAS A&M UNIVERSITY, a part of The Texas A&M University System ("System"), as the Employer ("UNIVERSITY"), and KEVIN SUMLIN, as the Employee ("SUMLIN"), for and in consideration of the promises, mutual covenants and agreements of the Parties to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

UNIVERSITY and SUMLIN acknowledge that this Agreement is executed to amend, restate and supersede the Coach's Employment Agreement previously executed by UNIVERSITY and SUMLIN dated January 1, 2013, as of the Effective Date.

UNIVERSITY and SUMLIN 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 SUMLIN have committed themselves to complete compliance thereto.

SUMLIN shall comply with the above-mentioned organizations' rules and regulations, and shall educate and monitor any and all assistant coaches, graduate assistants or any other staff member under the supervision of SUMLIN for compliance with those rules and regulations.

UNIVERSITY and SUMLIN hereby acknowledge that compliance shall consist of and with any written legislation of the above-described organizations, as well as with the spirit and intent of such laws and regulations.

TERMS OF EMPLOYMENT AND EVALUATIONS OF PERFORMANCE

1. The UNIVERSITY hereby employs SUMLIN and SUMLIN hereby accepts employment with the Athletic Department in the capacity of Head Football Coach of the UNIVERSITY for the period beginning on January 1, 2014 (hereafter the "Employment Date") and ending on December 31, 2019; (such period shall be referred to as the "Term" and each period from January 1 through the following December 31 during the Term shall be a "Contract Year") subject, however, to prior termination as hereinafter provided. SUMLIN shall be evaluated each year by the Athletic Director ("Director") who will report to the President as to the performance of SUMLIN and make such other recommendations as the Director shall deem appropriate as to contract terms. Such annual evaluations shall occur in the month of February of each year.

DUTIES

2.1 The duties of SUMLIN shall include those duties customarily performed by a head football coach at a major university as well as related tasks which may be mutually agreed to between SUMLIN and the Director. SUMLIN shall perform all prescribed duties subject to the provisions hereof and pursuant to the orders, advice, and direction of the Director. SUMLIN

shall be able to hire and terminate all of his assistant football coaches; with all salaries and terminations reasonably approved by the Director in advance.

2.2 SUMLIN shall at all times faithfully and to the best of SUMLIN's ability, experience, and talent, perform all of the duties that may be required of or from SUMLIN, pursuant to the express or implied terms hereof, including adhering to football's allocated budget, to the reasonable satisfaction of the Director and in such manner as to bring credit to the UNIVERSITY. SUMLIN shall perform the duties herein imposed in College Station, Texas, at such other place or places as the UNIVERSITY or Director shall in good faith recommend and advise, or as the interests, needs, and opportunities of the UNIVERSITY shall necessitate.

2.3 SUMLIN will not:

- (a) publicly endorse any political figure or cause, whether on the national, state, or local level; or
- (b) engage in any business transactions or commerce, or personal action or appear on any radio or television programs, or any other form of public media (including but not limited to the internet, social media, blogs) that may cause discredit to the UNIVERSITY or System.

2.4 SUMLIN recognizes that if he is found to be in material violation of NCAA regulations, after an opportunity for a hearing before an NCAA committee, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.

2.5 SUMLIN agrees to comply with the terms and conditions of the Texas A&M University All-Sport Agreement with adidas America dated July 2, 2007, or any other contract entered into by the UNIVERSITY with a shoe, apparel or equipment manufacturer or seller which requires the UNIVERSITY's football team to wear its shoes, apparel or equipment during competition or requires SUMLIN to wear, promote, endorse or consult with the manufacturer or seller concerning the design and/or marketing of such shoes, apparel or equipment.

2.6 The Director agrees that he will consult in good faith with SUMLIN each year regarding the coming season's schedule, and SUMLIN agrees to provide to the Director his opinions regarding proposed opponents and his suggestions regarding all opponents (actual and proposed). The Director agrees to consider all such input of SUMLIN in good faith prior to finalizing the schedule; however, all final decisions are to be made by the Director.

ATHLETIC DEPARTMENT INVESTIGATIONS

3. SUMLIN will cooperate fully and completely, and shall be responsible for the actions of all assistant coaches and administrators who report, directly or indirectly to SUMLIN, and will 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 the UNIVERSITY or the NCAA, including any investigations into questions raised by the CONFERENCE or the NCAA. SUMLIN and UNIVERSITY agree to implement the actions described in Exhibit A to this Agreement.

PAYMENT FOR SERVICES AND BENEFITS

4.1 Annual Compensation. The UNIVERSITY agrees to pay, and SUMLIN agrees to accept from the UNIVERSITY, in full payment for the services herein described, compensation at the rate of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) annually, payable in monthly installments.

In addition, the UNIVERSITY agrees that SUMLIN shall be entitled to other benefits including vacation time, disability insurance, worker's compensation, sick leave, and like privileges, excluding tenure, which are customarily afforded to employees of the UNIVERSITY of commensurate rank and length of service, and of like term of appointment.

4.2 Intentionally Omitted. 4.3 Tax Withholding. As an employee, SUMLIN shall be subject to the same requirements for withholding taxes by the UNIVERSITY on payments made to him under Sections 4.1, 4.4, and 4.5. In addition, the UNIVERSITY will be responsible for issuing the required Internal Revenue forms annually to SUMLIN.

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

- (a) SUMLIN shall have, at all times, the use of two vehicles through the car program of the Athletic Department; and
- (b) SUMLIN shall be provided a club membership at one country club located in Brazos County, Texas.

4.5 Incentives

(a) SEC Championship Game. If the football team plays in the SEC Championship Football Game, the UNIVERSITY shall pay to SUMLIN the sum of \$100,000; or if the football team wins the SEC Championship Football Game, the UNIVERSITY shall pay to SUMLIN the sum of \$150,000. The payment shall be made within thirty (30) days after the conclusion of the football game.

(b) Post-Season Bowl Game. For the football team's appearance in one of the post-season bowl games identified below, within thirty (30) days after the conclusion of the post-season football game, the UNIVERSITY shall pay to SUMLIN one of the following incentive payments:

- (1) Appearance in an NCAA sanctioned post-season bowl game 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") football game, \$50,000;
- (2) Appearance in the Cotton Bowl, Chick-fil-A Bowl, Capital One Bowl or the Outback Bowl, (inclusive of any successors thereto) \$100,000;
- (3) Appearance in a non-national championship post-season BCS football game, \$250,000 or win non-National Championship post-season BCS football game, \$300,000;
- (4) Appearance in the BCS National Championship football game ("NCG"), \$300,000 or win NCG, \$400,000.

(c) In the event a post-season playoff system (the “Playoffs”) is enacted during the Term, the parties agree to negotiate in good faith with respect to a reasonable bonus structure and, nonetheless and at a minimum, any such new bonus structure(s) will be at least commensurate with other similarly situated programs for such a restructured BCS or such Playoffs.

(d) SEC Conference Coach of the Year. If SUMLIN is voted the SEC Conference (or other applicable conference) Coach of the Year by the head football coaches in the SEC Conference, then within thirty (30) days after the official announcement of that honor, the UNIVERSITY shall pay SUMLIN the sum of \$50,000

(e) National Coach of the Year. If SUMLIN is awarded a National Coach of the Year honor by the American Football Coaches Association or the Associated Press, then within thirty (30) days following the official announcement of such honor, the UNIVERSITY shall pay SUMLIN the sum of \$75,000.

(f) APR Calculation and Bonus.

(1) The Academic Progress Rate (“APR”) for the purposes of this subsection section 4.5(f) will be determined based on single academic years according to the following schedule:

<u>Contract Year</u>	<u>APR Year</u>
Contract Year 1/1/14 – 12/31/14; APR issued June 2015	2013 – 14 academic year APR
Contract Year 1/1/15 – 12/31/15; APR issued June 2016	2014 – 15 academic year APR
Contract Year 1/1/16 – 12/31/16; APR issued June 2017	2015 – 16 academic year APR
Contract Year 1/1/17 – 12/31/17; APR issued June 2018	2016 – 17 academic year APR
Contract Year 1/1/18 – 12/31/18; APR issued June 2019	2017 – 18 academic year APR
Contract Year 1/1/19 – 12/31/19; APR issued June 2020	2018 – 19 academic year APR

(2) SUMLIN will be eligible to receive APR bonuses as follows:

<u>APR Number</u>	<u>Bonus</u>
APR of 950 – 964:	\$50,000 (\$35,000 Coach/\$15,000 to staff (said \$15,000 to be distributed based upon the mutual agreement of Coach and Athletic Director)).
APR of 965 – 974:	\$75,000 (\$50,000 Coach/\$25,000 to staff (said \$25,000 to be distributed based upon the mutual agreement of Coach and Athletic Director)).

APR of 975 and higher: \$100,000 (\$75,000 Coach/\$25,000 to staff (said \$25,000 to be distributed based upon the mutual agreement of Coach and Athletic Director))

4.6 Reimbursement for Spouse's Official Activities. It is understood by the parties that from time to time SUMLIN's spouse may be called upon to travel to and/or attend various functions on behalf of the UNIVERSITY, subject always to her reasonable availability. When engaged in such activities SUMLIN's spouse shall be entitled to payment for travel and other expenses incurred in such official activities. Spouse's official activities may include, travel to all away football and bowl games, and special events at the invitation of the Director.

4.7 Reimbursement for Coach's Official Activities. SUMLIN shall be entitled to be reimbursed by UNIVERSITY for customary expenditures incurred by SUMLIN 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.

4.8 Reimbursements and Third Party Payment Invoices. Any invoices for payments and/or requests for reimbursements provided for in Sections 4.4(b), 4.6, and 4.7 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 4.8; however, in no event will payments for any item be payable to SUMLIN after sixty (60) days following the close of SUMLIN's applicable tax year.

4.9 Additional Fringe Benefits. SUMLIN shall be entitled to the following supplemental, or fringe benefits:

- (a) Use of other University athletic facilities generally available to faculty and staff at the same reduced, or no cost, generally available to faculty and staff;
- (b) Twelve (12) complimentary season football tickets located in sections 104-108 or 206-211 of Kyle Field, or some other mutually agreeable seating location of SUMLIN's selection plus one Lot A parking pass;
- (c) Four (4) complimentary men's season basketball tickets located in sections 120 or 121 of the Reed Arena or some other mutually agreeable seating location of SUMLIN's selection, subject to SUMLIN's payment of any applicable seat license fee plus one Lot 100 parking pass; and
- (d) The head football coach's box at Kyle Field, or a comparable and functional replacement in the event there is no head football coach's box at Kyle Field.

4.10 The UNIVERSITY will make available to SUMLIN an assistant coaches' salary pool of \$3,400,000 in 2013. Thereafter, SUMLIN and the Director will meet annually to mutually determine the assistant coaches' salary pool for that particular year, it being agreed that said salary pool will be set each year at a level which will enable the UNIVERSITY's football program to remain competitive with all other top-tier SEC football programs.

TERMINATION AND SUSPENSION

5.1 Termination by University for Cause.

(a) The UNIVERSITY shall have the right to suspend SUMLIN for a period of time (not to exceed 90 days) without pay or terminate this Agreement prior to the end of the Original Term or any Renewal Term if there is "Cause". For purposes of this Agreement, "Cause" shall mean:

(1) conviction of, or plea of guilty or nolo contendere to, a criminal act that constitutes a felony; or engages in similar conduct bringing the UNIVERSITY or System into disrepute;

(2) engaging in, knowingly supporting or tolerating, a major violation of any governing constitution, bylaw, rule, or regulation of the SEC or the National Collegiate Athletic Association (NCAA) while at the UNIVERSITY, or committing a series or pattern of secondary violations of any governing constitution, bylaw, rule or regulation of the SEC or NCAA;

(3) continued substantial refusal to perform any of the duties assigned to SUMLIN pursuant to this Agreement by his immediate supervisory personnel;

(4) material violation by SUMLIN of any material terms or conditions of this Agreement, including the policies, regulations and rules of UNIVERSITY and System, not remedied within 15 business days of SUMLIN'S receipt of the written notice thereof, or the date of delivery to SUMLIN if the UNIVERSITY personally delivers such notice;

(5) substantial physical or mental incapacity lasting in excess of ninety (90) days in any one three hundred sixty five (365) day period which cannot reasonably be accommodated by the UNIVERSITY and which interferes with SUMLIN'S ability to perform the essential functions of the duties and responsibilities set forth herein.

(b) The football team's win/loss record during the Term shall not be sufficient Cause for termination of this Agreement. SUMLIN will be provided written notice of reasons for the termination of SUMLIN'S employment with the UNIVERSITY. Within ten (10) business days of his receipt of the notice, SUMLIN may request an opportunity for a hearing with the Director; and shall have a reasonable opportunity to cure any breach alleged under 5.1(a)(3), or 5.1(a)(4). Failure to request an opportunity for a hearing or cure within the ten (10) business day period shall result in SUMLIN'S abandonment of any further right to an opportunity for a hearing, or right to cure. SUMLIN'S failure to appear at any hearing scheduled based upon SUMLIN'S request for an opportunity for a hearing shall also constitute abandonment of any further right to an opportunity for a hearing.

(c) In the event this Agreement is terminated by the UNIVERSITY for Cause, the UNIVERSITY's sole obligation to SUMLIN shall be to pay all monies earned by SUMLIN prior to the effective date of the termination.

5.2 Termination Without Cause. The UNIVERSITY shall have the right to terminate this Employment Agreement before the expiration of its stated Term, without Cause. Termination without cause shall mean termination of this Agreement on any basis other than those set forth in Section 5.1 above. Termination without Cause shall be effected by delivering to SUMLIN written notice of the 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 SUMLIN if the UNIVERSITY personally delivers such notice. If the UNIVERSITY exercises its right under this section to terminate without cause, SUMLIN shall be entitled to damages as provided for in Section 5.3 below.

5.3 Damages Upon Termination by UNIVERSITY Without Cause. If the UNIVERSITY terminates this Agreement without Cause prior to its expiration and in connection therewith terminates the employment of SUMLIN, the UNIVERSITY shall pay to SUMLIN an amount equal to the compensation SUMLIN would have earned under this Agreement from the date of such termination through December 31, 2019 at the rate specified in Section 4.1.

The UNIVERSITY agrees to pay to SUMLIN the applicable amount of liquidated damages set forth in this Section 5.3 within sixty (60) days of any such termination by UNIVERSITY. The Parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by the UNIVERSITY without Cause prior to its natural expiration may cause SUMLIN to lose certain benefits, supplemental compensation, ongoing retirement benefit accruals or outside compensation relating to his employment at the UNIVERSITY.

5.4 Termination by SUMLIN. SUMLIN recognizes that his promise to work for the UNIVERSITY for the entire term of this Agreement is of the essence of this Agreement to the UNIVERSITY. SUMLIN also recognizes that the UNIVERSITY is making a valuable investment in his continued employment by entering into this employment Agreement and that its investment would be lost were SUMLIN to resign or otherwise terminate his employment, other than "for cause" (as defined in Section 5.4(b) below), with the UNIVERSITY prior to the expiration of the Term of this Agreement. While recognizing these agreements and this entire Agreement, the parties agree that SUMLIN may nevertheless terminate this employment Agreement prior to its normal expiration but only upon the following terms and conditions:

(a) Written Notice by SUMLIN. SUMLIN may terminate this employment Agreement during its term by giving the UNIVERSITY advance written notice of the termination of his employment with the UNIVERSITY.

(b) Payment upon Termination by SUMLIN. This Agreement may be terminated by SUMLIN at any time "for cause." The term "for cause" in this section shall include, but not be limited to, a material violation by the UNIVERSITY of any terms or conditions of this Agreement not remedied within 15 business days after receipt of written notice thereof by the UNIVERSITY.

Should SUMLIN terminate this Agreement without cause prior to the last game of the 2016-17 football season, including any bowl game, SUMLIN shall pay to the UNIVERSITY as liquidated damages the sum of \$5,000,000.00. SUMLIN shall pay to the UNIVERSITY such liquidated damages within sixty (60) days after the effective date of SUMLIN's termination of this Agreement. Failure to pay such liquidated damages shall constitute a breach of this Agreement. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact termination by SUMLIN will cause the UNIVERSITY administrative, recruiting, and resettlement costs in obtaining a replacement for SUMLIN, in addition to potentially increased compensation costs and loss of ticket revenues.

Upon termination of this employment Agreement by SUMLIN, the UNIVERSITY's obligation to pay to SUMLIN the consideration described herein shall terminate and cease as of the effective date of the termination.

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 (including that certain Coach's Employment Agreement effective December 12, 2011). 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 the 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. SUMLIN shall report annually in writing to the President of the UNIVERSITY through the DIRECTOR, on or before October 31 of each year, all athletically-related income from sources outside the 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 the UNIVERSITY shall have reasonable access to all records of SUMLIN necessary to verify such report. (As of the effective

date of this Agreement SUMLIN's outside sources and amounts of athletically-related income are set forth in Exhibit B, 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

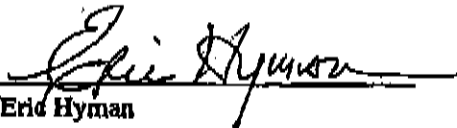
10. SUMLIN may not be compensated by an individual or commercial business outside the UNIVERSITY for employment or assistance in any manner or from any source where such outside or third party compensation would be in violation of NCAA Rules or the rules of the conference with which the UNIVERSITY is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


IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures.

APPROVED:

TEXAS A&M UNIVERSITY
ATHLETIC DEPARTMENT

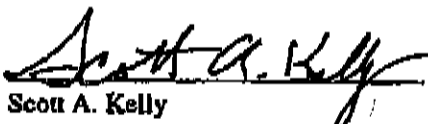
EMPLOYER:
TEXAS A&M UNIVERSITY


Eric Hyman
Athletic Director
Date: 12.12.2013


R. Bowen Loftis
President
Date: 12/12/2013

FORM AND LEGAL SUFFICIENCY

EMPLOYEE:


Scott A. Kelly
Deputy General Counsel
Date: 12/12/13

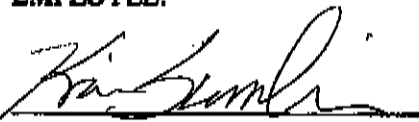

Kevin Sumlin
Head Football Coach
Date: 12-12-2013

Exhibit A

Communication

The president of the UNIVERSITY will meet with SUMLIN annually as part of the Director's head coaches meeting to discuss the president's expectations for NCAA rules compliance of all head coaches.

Director will meet with SUMLIN annually as part of Director's head coaches meeting to discuss the Director's expectations for NCAA rules compliance. The meeting will address the following:

- Director's philosophy and expectations on rules compliance.
- Compliance resources for the football program.
- The football program's shared responsibility with compliance staff.
- Continued dialogue with athletics director to discuss the institution and football program's compliance environment and expectations.

The compliance director will meet with SUMLIN at least annually to discuss his/her expectations for NCAA rules compliance. The meeting will address the following:

- Compliance director's philosophy and expectations on rules compliance.
- Compliance resources for the football program.
- A discussion of the compliance staff's and football program's expectations for submitting rules interpretations and waiver requests and how to best resolve any disagreements over the submission of such requests.
- Football program's shared responsibility with compliance staff.
- Expectations for reporting actual and suspected NCAA rules issues (e.g., immediate action; reporting lines).
- Establishment of a plan for continued dialogue with compliance director to discuss the institution and program's compliance environment and expectations.
- Establishment of a plan for ongoing dialogue between coaching staff and compliance staff to discuss key issues facing the sport and program (e.g., agents; initial eligibility; pre-enrollment amateurism, etc.).

Monitoring

SUMLIN will actively look for red flags of potential violations.

In consultation with the compliance director, SUMLIN will create written procedures to ensure that the football staff, including assistant coaches, is monitoring the football program's rules compliance.

In consultation with the compliance director, SUMLIN will:

- Assign a football staff liaison to the UNIVERSITY's compliance staff.
- Assign football staff members to monitor specific areas of compliance (e.g., recruiting contacts, initial eligibility, amateurism, telephone contacts).

- Regularly evaluate football staff members to ensure their areas of compliance are monitored and that all responsibilities are executed in a timely manner.
- Ensure that the football program has adequate and ongoing compliance training and that there is a plan in place for discussion of important information.
- Determine reporting lines for resolving actual and potential NCAA rules issues.
- Determine reporting lines to alert compliance staff of issues involving prospective student-athletes and current student-athletes (e.g., agents, initial eligibility, pre-enrollment amateurism, etc.).
- Regularly solicit feedback from the football staff concerning their areas of compliance and the program's overall compliance environment in order to ensure that the monitoring systems are functioning properly.
- Ensure that football staff immediately notifies the compliance staff when concerns or red flags occur related to potential NCAA rules violations.
- Maintain accurate and dated records of all discussions and correspondence between SUMLIN and his senior staff concerning the compliance efforts of the football staff.
- Ensure that football staff is aware of its responsibility to provide compliance related records (e.g., recruiting logs, detailed telephone statements) to the UNIVERSITY upon request.