

Employment Contract Amendment

This Employment Contract Amendment ("Amendment") is entered into by and between **Matthew Wells** ("Coach") and Texas Tech University, a Texas public institution of higher education ("University") as of the Effective Date described below. University and Coach may each be referred to individually herein as a "Party" or together as the "Parties."

Recitals

- A. University and Coach entered into an Employment Contract for a contract term commencing as of **December 1, 2018**, pursuant to which Coach is employed as **Head Coach** at University ("Employment Contract").
- B. The Employment Contract provides that Coach shall be paid a Base Salary and Rights Fees. Further, the Employment Contract provides that Coach may earn Supplemental Compensation upon the occurrence of certain enumerated events, benchmarks, or accomplishments.
- C. In response to constraints imposed by the COVID-19 pandemic, the Parties now agree to enter into this Amendment to the Employment Contract for the purpose of memorializing Coach's consent to a voluntary one-time reduction in Coach's Rights Fees and one-time voluntary waiver of Supplemental Compensation, as provided herein.

Agreement

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. *Modification to Rights Fees for Fiscal Year 2021.* The Parties hereby acknowledge Coach's consent to a one-time voluntary reduction to the Rights Fees payable to Coach, pursuant to Section III(C)(4) of the Employment Contract, in an amount equal to **14.125%** of the Rights Fees due and owing to Coach, solely during the period beginning September 1, 2020, and concluding August 31, 2021 ("FY21"). As a result of this reduction, notwithstanding anything to the contrary in the Employment Contract, Coach's annual Rights Fees for FY21 shall total **\$2,375,971**. For the avoidance of doubt, such percentage reduction shall not be applied to the Base Salary, which shall be payable in full pursuant to the Employment Contract terms.
2. *Waiver of Supplemental Compensation for 2020-2021 Academic Year.* The Parties hereby acknowledge Coach's consent, on a one-time voluntary basis, that the University shall have no duty to pay any Supplemental Compensation earned by Coach during FY21.
3. *Defined Terms; Materiality of Recitals; Order of Precedence; Further Modifications.* Any capitalized terms used but not defined in this Amendment have the meaning described in the Employment Contract. The Recitals set forth above are accurate and constitute a material part of the agreement between the Parties. Notwithstanding any provision of the Employment Contract, this Amendment and all of its terms and conditions will control in the event of conflict between this Amendment and the Employment Contract. Nothing herein shall effect any other amounts payable pursuant to the Employment Contract, any Rights Fees payable or Supplemental Compensation earned and payable during periods prior to or following FY21, or any amounts payable pursuant to Section V(C) of the Employment Contract, which amounts shall continue to be calculated based off of the Base Salary and Rights Fees payable pursuant to the Employment Contract terms without regard to this Amendment. Any future modifications to Coach's Employment Contract must be mutually agreed upon in a writing signed by both parties.
4. *Execution.* This Amendment may be executed in multiple counterparts, all of which shall, together, be deemed an original executed copy of this Amendment. Parties may execute in ink or by digital means. Counterparts transmitted electronically shall be deemed originals.

This Amendment was executed by each Party as of the date(s) set forth below and is made effective as September 1, 2020

("Effective Date")

Texas Tech University:


By:  _____
Lawrence Schoyanec, President

Date 11-20-20

By:  _____
Kirby Hocutt, Director of Athletics

Date 11-20-20

Coach:

 _____
Matthew Wells

Date 11/19/2020