

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT (hereinafter this "AGREEMENT") is made and entered into this 12th day of July, 2000, by and between [REDACTED] (hereinafter "EMPLOYEE") and the University of Hawai'i (hereinafter "EMPLOYER").

RECITALS:

EMPLOYEE has complained, among other things, that she was discriminated against while employed by the EMPLOYER, on the basis of her age and gender, as set forth in a discrimination claim letter received by the EMPLOYER.

The parties desire to settle fully and finally any and all differences and claims they may have against each other, up through the effective date of this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

1. EMPLOYER agrees to extend the effective date of EMPLOYEE's termination of employment with the EMPLOYER from June 1, 2000 to June 30, 2000.
2. EMPLOYER agrees to pay the EMPLOYEE the sum of THIRTY THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$30,450.00), less all applicable and appropriate deductions.
3. EMPLOYEE may continue to access her e-mail account at the University of Hawai'i and the EMPLOYER will continue to take telephone messages for EMPLOYEE at the University until EMPLOYEE finds full-time employment or until December 31, 2000, whichever occurs sooner. EMPLOYEE is to retrieve her telephone messages from her current secretary and EMPLOYEE agrees to immediately notify the

EMPLOYER of terminating her e-mail account. If the EMPLOYEE fails to retrieve her messages for two consecutive weeks, the EMPLOYER may terminate her e-mail account. Any personal mail for the EMPLOYEE that is received by the EMPLOYER will be forwarded to the EMPLOYEE at an address to be provided by her.

4. The parties agree to a mutual non-disparagement clause. EMPLOYEE agrees not to disparage the professional or personal reputation of the University of Hawai'i Athletic Department or its Athletic Director [REDACTED] and the Athletic Director agrees not to make any statement, directly or indirectly, about the EMPLOYEE except as agreed to and specified herein.

5. EMPLOYEE does, for herself and for her heirs, successors and assigns, releases and forever discharges EMPLOYER, its officers, directors, employees, and agents from any and all claims. EMPLOYEE understands and agrees that the discharge and release of the EMPLOYER applies to any and all actions, causes of action, claims, suits at law or in equity, liabilities, debts, sums of money, attorneys' fees, controversies, agreements, promises, demands or damages of whatsoever kind or nature, whether presently known or unknown, that EMPLOYEE may have against the EMPLOYER (hereinafter collectively the "Claims"), up through the date that this AGREEMENT is executed. Included in the definition of Claims so discharged and released are all Claims that resulted from, arose out of, are connected with, or are traceable either directly or indirectly with or to EMPLOYEE'S employment with EMPLOYER and/or her termination from said employment by reason of the elimination of EMPLOYEE'S position, or any Claims that were made or that could have been made

by EMPLOYEE against EMPLOYER up through the date that this AGREEMENT is executed.

6. Effective immediately, EMPLOYEE is no longer authorized by the University of Hawai'i to have any contact with the National Collegiate Athletic Association (hereinafter called "NCAA") or any other athletic governing body, including the NCAA, for or on behalf of the University of Hawai'i. In the event that EMPLOYEE is contacted by the NCAA or any other athletic governing body regarding matters or information obtained while EMPLOYEE was employed by the University of Hawai'i about the University of Hawai'i, its employees, programs, or any of its athletes, EMPLOYEE shall notify the appropriate organization, in writing, that she no longer represents the University of Hawai'i and that all requested information will be provided by the University of Hawai'i. Nothing herein shall be construed to preclude the EMPLOYEE from providing truthful testimony pursuant to a lawfully issued subpoena or in the event EMPLOYEE is hereinafter employed by an NCAA affiliated institution or entity, as may be required by any NCAA rule or regulation. Notwithstanding the foregoing, EMPLOYEE agrees that she will not, directly or indirectly, initiate communication with the NCAA for the purpose of reporting any alleged violation of any NCAA rule by EMPLOYER regarding matters or information obtained while EMPLOYEE was employed by the University of Hawai'i. If EMPLOYEE is contacted by any person or organization from the University of Hawai'i or State of Hawai'i regarding alleged violations at the University of Hawai'i, then through December 31, 2001, EMPLOYEE shall inform that person or organization to report any such alleged violation to the University of Hawai'i. If at any time after June 30, 2000 EMPLOYEE is contacted by the

NCAA regarding any violation or alleged violation of any NCAA rule by EMPLOYER, any member of the Athletic Department, or any athlete, which occurred or allegedly occurred during the time that EMPLOYEE was employed by EMPLOYER, EMPLOYEE will immediately notify the University of Hawai'i of any such contact.

7. The parties agree that this AGREEMENT is not and shall not in any way be construed as an admission by any party of any act of wrongdoing, or violation of any federal state or local law, rule or regulation. Instead, it is understood and agreed by the parties that this AGREEMENT constitutes the good faith settlement of disputed and contested Claims.

8. Further, in consideration of the AGREEMENT herein, EMPLOYEE agrees, promises and covenants that neither the EMPLOYEE nor any person, organization or entity, acting on her behalf and under her control has filed, will file or will be permitted to file any form of charge, claim, suit, or complaint against the EMPLOYER, involving any matter occurring on or prior to the date of this AGREEMENT, or involving any alleged continuing effects of actions or practices which arose prior to or up through the date of this AGREEMENT, or involving any claims, demands, causes of action, obligations, damages or liabilities which are the subject of this AGREEMENT.

9. It is acknowledged and agreed by EMPLOYEE that neither the EMPLOYER nor its attorneys have expressed any opinions or made any representation concerning the tax consequences associated with the THIRTY THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS (\$30,450.00), less applicable and appropriate deductions, payment described above and that she has had the benefit of,

or the opportunity to seek advice from her own counsel or other advisors. EMPLOYER agrees to reduce the EMPLOYEE's salary by THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$3,750.00), representing EMPLOYEE's tax deferred annuity contribution, which will be directed to the EMPLOYEE's tax-deferred annuity plan.

10. Upon execution of the AGREEMENT and receipt of the payments herein, the parties do hereby fully, completely, mutually, finally and irrevocably release each other, and all of their respective heirs, executors, administrators, personal representatives, guardians, trustees, agents, successors, assigns, employees, officers, directors, agents, representatives from all of the Claims. The parties shall each execute any other or further agreements necessary to carry out the intent of this AGREEMENT all without charge to the other party.

11. Further Agreements, Covenants and Representations.

A. Alteration of the AGREEMENT. This AGREEMENT shall not be altered, amended, modified or otherwise changed in any way or respect whatsoever, except in a writing duly executed by all the parties. Each party acknowledges and agrees that she or it will make no claim, at any time or place, that this AGREEMENT has been orally altered or modified in any respect whatsoever.

B. Attorneys' Fees. The parties hereby agree to bear their own respective attorneys' fees and costs incurred to date relative to this AGREEMENT. However, should any dispute arise between the parties as to a party's breach of this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in that dispute.

C. Authority. The parties warrant to each other that each of them has full power, authority and capacity to execute this AGREEMENT. The parties represent to each other that the effect of this AGREEMENT has been fully explained to each of them and the AGREEMENT is understood and agreed to by them.

D. Invalidity of Any Part. The parties also agreed that should any provision of this AGREEMENT be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this AGREEMENT.

E. Governing Law. The parties further agree that this AGREEMENT is made and entered into in the State of Hawai'i, and shall in all respects be interpreted, enforced and governed under the laws of the State of Hawai'i, and shall be subject to the exclusive jurisdiction of the court of Hawai'i. The parties further agree that all parts of this AGREEMENT shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties herein.

F. Duplicate Originals. This AGREEMENT may be executed in duplicate originals, each of which when executed shall be deemed an original. The signature pages may also be executed in counterparts, so that when signature pages containing all of the necessary pages are joined together, such documents shall be deemed a complete and binding AGREEMENT.

G. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all prior or contemporaneous discussions, agreements, representations, and warranties. The terms of this Agreement are

contractual and not a mere recital. The terms of this Agreement have been negotiated and for purposes of construction or interpretation of this Agreement, no party shall be deemed to have been its author or drafter.

H. Acknowledgments. EMPLOYEE acknowledges, represents and warrants that she is the legal owner and holder of all claims and rights hereby released. EMPLOYEE acknowledges that the terms of this Agreement have been read, that its provisions are fully understood and are binding upon EMPLOYEE's successors and assigns, that it has been approved by EMPLOYEE'S counsel, and that it has been duly signed by EMPLOYEE as her free act and deed.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereby execute the foregoing RELEASE AND SETTLEMENT AGREEMENT.



APPROVED AS TO FORM:



DATE: July 5, 2000

UNIVERSITY OF HAWAII

By *Zum O Mai*
Its Senior Vice President for
Administration

APPROVED AS TO FORM:

Ruth Tsujimura
RUTH TSUJIMURA
Attorney for University of Hawaii'i

DATE: July 12, 2000

B-1-0

**STATEMENT OF THE BOARD OF
REGENTS OF THE UNIVERSITY OF HAWAII,
DR. [REDACTED] AND MEDIATOR**

2006 AUG -6 D 3: 51

I. THE DECISION TO MEDIATE

The decision by Dr. [REDACTED] and the Board of Regents to attempt to mediate their dispute reflects their common desire to put aside all personal issues, and place the interests of the University, its students, its faculty – and indeed our community – above their own.

The mediator's role in this matter was not to make a decision or render an award. Rather it was to facilitate further discussions of the issues, the exchange of information, and the sharing of perspectives.

All parties were open and receptive to examining and considering misunderstandings and misinformation. The discussions and the exchange of information was constructive. All parties acted in good faith and in the spirit of mediation.

II. THE MEDIATION HAS BEEN SUCCESSFUL

The Board of Regents and Dr. [REDACTED] have found a resolution that addresses their mutual concerns and allows both to move ahead without dispute.

III. DR. [REDACTED] TERMINATION

The Board of Regents relieved Dr. [REDACTED] from the [REDACTED] of the University at its meeting on June 15, 2004. Based on the information the Board had at the time, the decision was made to relieve Dr. [REDACTED] "with cause."

However, the Board recognized at the time that it was obligated to apprise Dr. [REDACTED] of the basis of its "for cause" decision, to allow him the opportunity to respond, and to reconsider their decision thereafter if warranted. This is the reason why the grounds for Dr. [REDACTED] termination were not made public at the time.

During the Mediation process, Dr. [REDACTED] was apprised of the basis for the Board's "for cause" termination, and Dr. [REDACTED] was given the opportunity to respond to the issues raised.

This process was extremely constructive, and underscored that there were indeed several misunderstandings as the result of misinformation, as well as less than optimal communication between the Board and Dr. [redacted] that exacerbated this problem.

As in any dispute, there are always two sides. This dispute was no exception. However, while there is not an agreement on all issues, there is a deeper understanding of the perspectives of the parties, and how those perspectives came to be.

IV. THE RESOLUTION OF THE DISPUTE

As a result of these discussions and the exchange of information and perceptions, both Dr. [redacted] and the Board have resolved their differences with no finding of wrongdoing on the part of either Dr. [redacted] or the Board. The Board will rescind its decision to terminate Dr. [redacted] "for cause".

V. CONCLUSION

Dr. [redacted] brought energy and vision to the University, and the Board recognizes this and appreciates his accomplishments.

Dr. [redacted] also recognizes and appreciates the commitment, integrity, and vital role the Board of Regents plays in governing the University. Board members are citizens who volunteer their time to help the University and the community.

At his request, Dr. [redacted] will become a non-tenured professor for two years effective immediately and will resign as [redacted] of the University so that the University and community can move forward. While there is sure to be public and media speculation and comment about this resolution, it is time to place the University and community first and to look to the future.

MUTUAL RELEASE, SETTLEMENT AND RESIGNATION AGREEMENT FOR
UNIVERSITY OF HAWAII

THIS MUTUAL RELEASE, SETTLEMENT AND RESIGNATION AGREEMENT ("AGREEMENT") is entered into between ("DR. ") and the UNIVERSITY OF HAWAII. The effective date of this AGREEMENT is Saturday, August 14, 2004.

WHEREAS, following mediation, the UNIVERSITY OF HAWAII and DR. wish to resolve and settle any and all claims arising out of DR. employment as and/or as consultant to the UNIVERSITY OF HAWAII, and have agreed to execute both this AGREEMENT and the NON-TENURED FACULTY APPOINTMENT AND RESIGNATION AGREEMENT in order to resolve and settle all such claims:

NOW THEREFORE, it is agreed by and between the UNIVERSITY OF HAWAII and DR. , as follows:

1. DEFINITIONS.

For purposes of this AGREEMENT, the following terms shall be defined as follows:

a. shall mean and include his heirs, personal representatives, guardians, legal representatives, executors, administrators, attorneys, successors and assigns;

b. "UNIVERSITY" shall mean and include the University of Hawai'i, the Research Corporation of the University of Hawai'i, and the University of Hawai'i Foundation, and their respective former, present and future representatives, agents, managers, guardians, executors, administrators, successors, affiliates, assigns, officers, directors, trustees, regents (individually and in their official capacities), related entities, subsidiaries, divisions, partners, partnerships, employees, subcontractors, attorneys, insurers, indemnitors, consultants, suppliers, materialmen, members, volunteers, and joint venturers. "UNIVERSITY" shall include, but not be limited to all Regents in office at any time on or before the effective date of this AGREEMENT, in their individual and official capacities.

c. "Covered Claims" shall mean and include any and all claims of any kind whatsoever, known or unknown, relating to or arising out of DR. employment and/or consultant relationship with the UNIVERSITY OF HAWAI'I prior to

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 between and the University of Hawai'i.

August 15, 2004, or termination of his employment and/or consultant relationship with the UNIVERSITY OF HAWAII prior to August 15, 2004, except as expressly set forth herein.

"Covered Claims" shall include, but not be limited to, any and all claims arising out of federal, state or local laws, regulations, executive orders, or common law duties, and is specifically inclusive of but not limited to claims for relief and/or causes of action for civil rights violations, defamation, false light, invasion of privacy, wrongful termination, intentional infliction of emotional distress, breach of contract, punitive damages, harassment, or discrimination and/or retaliation under Hawai'i's Fair Employment Practices Act, Haw. Rev. Stat. § 378-1 et seq., Hawai'i's Whistleblowers' Protection Act, Haw. Rev. Stat. § 378-61 et seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., and Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq., except as expressly set forth herein. "Covered Claims" shall include, but not be limited to, any and all claims for general, special and

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Hawai'i, between _____ and the University of Hawai'i.

punitive damages, for attorney's fees and costs, for past and future earnings loss, and for past and future medical expenses, except as expressly set forth herein.

"Covered Claims" shall include, but not be limited to, claims by [redacted] for benefits, titles, and/or compensation pursuant to the Appointment Agreement dated March 9, 2001 ("Appointment Agreement") or otherwise, except as expressly set forth herein. "Covered Claims" shall also include all benefits and/or compensation from the University of Hawai'i Foundation, if any, whether pursuant to the Appointment Agreement or otherwise, except as expressly set forth herein. "Covered Claims" shall also include all claims by [redacted] against the UNIVERSITY, if any, relating to that certain pending Ethics Commission complaint.

"Covered Claims" shall not include any claim for payments by, or reimbursements to [redacted] relating to DR. [redacted] protocol (discretionary) funds administered by the University of Hawai'i Foundation. DR. [redacted] and the [redacted]

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UNIVERSITY OF HAWAII agree that any dispute relating to the University of Hawaii Foundation protocol funds shall be resolved by mediation and arbitration pursuant to paragraph 12 of this AGREEMENT.

2. RESCISSION OF NOTICE OF TERMINATION AND RESIGNATION.

The notice of termination issued by the UNIVERSITY OF HAWAII on June 16, 2004, is rescinded, effective August 14, 2004. DR. _____ resigns from the position of _____ of the UNIVERSITY OF HAWAII, effective August 14, 2004. Effective August 14, 2004, DR. _____ releases his claim for a tenured faculty position as professor of rank 15 in the Department of Urban and Regional Planning.

By August 14, 2004, _____ shall return all UNIVERSITY OF HAWAII property in his, his family's, or their possession which was acquired while serving as _____.

_____ agrees not to retain any copies of confidential or proprietary materials returned to the UNIVERSITY.

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releases any and all claims to records, correspondence, files or documents in the possession or custody of the UNIVERSITY OF HAWAII, except as set forth below.

By August 14, 2004, the UNIVERSITY OF HAWAII shall return all of DR. _____ property in its possession and a copy (disk or hard copy) of his e-mails and other documents from his computer.

3. RELEASES.

a. RELEASE. In consideration for the payments set forth herein and other good and valuable consideration set forth in this AGREEMENT and the NON-TENURED FACULTY APPOINTMENT AND RESIGNATION AGREEMENT, _____ for himself, and for all persons and/or entities claiming by, through or under him, releases UNIVERSITY and any other person or entity known or unknown in the world from any and all Covered Claims, as defined above, except as set forth in the following paragraph.

Actual Release, Settlement and Resignation Agreement for University of Hawaii _____, between _____ and the University of Hawaii.

DR. assigns to the UNIVERSITY OF HAWAI`I his rights and/or claims, if any, to the Incentive Fund payments set forth in Paragraph 10 of the Appointment Agreement. Without any prejudice to the UNIVERSITY OF HAWAI`I's rights and/or claims, if any, to the Incentive Fund payments as assigned by DR.

. as against the UNIVERSITY, DR. hereinafter waives any and all rights and/or claims, if any, to the Incentive Fund payments, and releases UNIVERSITY and any other person or entity known or unknown in the world from any and all such claims.

DR. represents and warrants that he understands and agrees that he is releasing all such Covered Claims as against the UNIVERSITY OF HAWAI`I, the University of Hawai`i Foundation, and the Board of Regents of the UNIVERSITY OF HAWAI`I, in their official and individual capacities, and that this release extinguishes any and all rights to benefits, titles, or compensation pursuant to the Appointment Agreement or any other communication from the Board of Regents.

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b. UNIVERSITY OF HAWAII RELEASE. In consideration for the covenants and releases set forth herein and other good and valuable consideration set forth in this AGREEMENT and the NON-TENURED FACULTY APPOINTMENT AND RESIGNATION AGREEMENT, the UNIVERSITY OF HAWAII, for itself and for all persons and/or entities claiming by, through or under it, releases and any other person or entity known or unknown in the world from any and all Covered Claims, as defined above.

c. ABSOLUTE BAR.

This AGREEMENT forever and finally resolves, settles and terminates any and all disputes, claims, claims of injury, loss, damage, costs, expenses and fees of whatever nature, known or unknown, in any manner arising, growing out of, connected with or in any manner involving, concerning or relating to DR.

employment and/or consultant relationship with the UNIVERSITY OF HAWAII prior to August 15, 2004, or termination of his employment and/or consultant relationship with the

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UNIVERSITY OF HAWAII prior to August 15, 2004, and this AGREEMENT is an absolute bar as to all matters released hereunder, except as expressly set forth herein.

d. ACKNOWLEDGEMENT.

DR. and the UNIVERSITY OF HAWAII understand that they may have suffered injuries or damages that are unknown to them at present and that unknown complications may arise in the future, and both parties acknowledge that the above-mentioned consideration is intended to and does release and discharge any and all claims in regard to such unknown and future injuries, damages and/or complications.

e. NO JOINT TORTFEASORS OR CO-OBLIGORS.

For the consideration set forth herein and in the NON-TENURED FACULTY APPOINTMENT AND RESIGNATION AGREEMENT, DR.

and the UNIVERSITY OF HAWAII further warrant and agree that there are no other persons or entities that have been or may be adjudicated to be joint tortfeasors and/or co-obligors, that they will not raise or pursue any future claims against

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alleged joint tortfeasors and/or co-obligors, and that it is not necessary to obtain Court approval as to the good faith of this settlement as provided in Act 300, Hawai'i Session Laws (2001).

In the event that DR. asserts future claims against joint tortfeasors or co-obligors, this AGREEMENT shall at a minimum reduce such claim or claims in the amount of the payments set forth herein and in the NON-TENURED FACULTY

AGREEMENT AND RESIGNATION AGREEMENT, or to the extent of the pro rata share of any liability on the part of the UNIVERSITY.

Both DR. and the UNIVERSITY OF HAWAI'I represent and warrant that this settlement is in good faith.

4. INDEMNIFICATION.

DR. agrees to indemnify and to forever hold harmless and defend UNIVERSITY and all persons, entities or organizations released herein, from any and all claims in any way relating to or arising out of his employment and/or consultant relationship with the UNIVERSITY prior to August 15, 2004, or termination of his employment and/or consultant

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relationship with the UNIVERSITY prior to August 15, 2004, made or asserted by: (1) any person, entity or organization claiming by, through or under DR. ; and/or (2) any person, entity or organization seeking reimbursement of collateral source payments, including without limitation no-fault, temporary disability, workers compensation or other wage loss, medical expense or substitute service benefits, and/or payment or reimbursement of Department of Human Services, Medicare and/or Social Security Administration liens. Such indemnification includes payment of reasonable attorneys' fees and costs in the defense of such matters.

5. RELEASE AND SETTLEMENT PAYMENTS.

In consideration for general release of all Covered Claims, and additional covenants contained herein and in the NON-TENURED FACULTY APPOINTMENT AND RESIGNATION AGREEMENT, the following payments shall be made in the manner set forth herein.

Mutual Release, Settlement and Resignation Agreement for University of Hawai'i between and the University of Hawai'i.

a. The UNIVERSITY OF HAWAII shall pay to DR.

a total sum of ONE MILLION FIFTY THOUSAND AND NO/100 DOLLARS (\$1,050,000.00); and

b. The UNIVERSITY OF HAWAII shall pay to the law

firm of the total sum of TWO HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$290,000.00),

pursuant to Act 48, Hawaii Session Laws (2004).

c. Payment shall be made within seven (7) calendar days of receipt by the UNIVERSITY OF HAWAII's attorney

Esq.) of copies of this AGREEMENT and the NON-TENURED FACULTY APPOINTMENT AND RESIGNATION AGREEMENT, fully executed by DR. and his attorneys. In no event shall the checks be negotiated by DR. or his attorneys until eight days after the date he and his attorneys hand-deliver the fully-executed copies of this AGREEMENT and the NON-TENURED FACULTY APPOINTMENT AND RESIGNATION AGREEMENT to the UNIVERSITY OF HAWAII's attorney.

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6. DENIAL OF LIABILITY.

It is further understood and agreed that this AGREEMENT and the consideration paid therefor are in no way to be construed as an admission of liability by the UNIVERSITY OF HAWAII or by DR. , but are to be construed strictly as a resolution of contested claims through mediation. The parties acknowledge that both DR. and the UNIVERSITY OF HAWAII have denied and continue to deny liability and wrongdoing.

7. CONFIDENTIAL MATERIALS.

The UNIVERSITY OF HAWAII and DR. regard and have always regarded their mediation efforts to be a confidential attempt to resolve a legal dispute in anticipation of litigation over a personnel matter. DR. and the UNIVERSITY OF HAWAII agree to keep confidential attorney work product and documents created for the purposes of the mediation, to the extent allowed by law. DR. otherwise forever waives his right to confidentiality and privacy under internal UNIVERSITY OF HAWAII policies, Hawai'i Revised Statutes

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Chapters 92 and 92F, and the State and federal constitutions,
for all other information regarding this dispute.

8. PUBLIC DOCUMENT.

It is acknowledged by the UNIVERSITY OF HAWAII and
DR. that this AGREEMENT would be and is considered a
public document, and it is the expectation of both the
UNIVERSITY OF HAWAII and DR. that it will be made
public upon its approval. Both parties hereby waive any
objection to privacy under Chapters 92 or 92F of the Hawaii
Revised Statutes or otherwise to the public disclosure of this
AGREEMENT.

9. TAX LIABILITIES OR PAYMENTS AND INDEMNITY.

It is expressly understood and agreed that DR.
solely bears the responsibility of all tax liabilities and/or
payments, if any, including but not limited to, local, state,
federal and income or other taxes (together with any applicable
interest and penalties) arising and/or resulting from the
receipt of the consideration pursuant to this AGREEMENT. The

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Hawaii, between and the University of Hawaii.

UNIVERSITY OF HAWAII and its counsel have not given any tax advice and assume no tax obligations hereunder.

10. OLDER WORKERS' ACKNOWLEDGEMENT.

DR. acknowledges that he has been advised to consult with an attorney prior to executing this AGREEMENT, that he has in fact been advised by his attorney in deciding to agree to the terms of this AGREEMENT, and that he has been given a reasonable period of time within which to consider this AGREEMENT. He has been advised that this AGREEMENT specifically provides for his waiver of rights and claims arising under the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621, et seq. Pursuant to 29 U.S.C. § 626(f)(1)(F)(i), he has been provided twenty-one (21) days in which to consider the terms of this AGREEMENT and to consult with his attorney. Pursuant to 29 C.F.R. § 1625.22(e)(6), and as indicated by his separate signature immediately below, DR. hereby knowingly and voluntarily waives the twenty-one (21) day pre-execution consideration period set forth in 29 U.S.C. § 626(f)(1)(F)(i).

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Therefore, pursuant to 29 U.S.C. § 626(f)(1)(G), DR. . . . will have seven (7) days after his execution of this AGREEMENT to revoke the ADEA portion of this AGREEMENT. Such revocation must be made in writing, sent by certified mail, return receipt requested, to . . . Esq., . . . Honolulu, Hawai'i 96803-2800, and immediately faxing a copy of such revocation to . . . Esq., at

If no revocation takes place as specified, this AGREEMENT shall be in full force and effect on the date on which the revocation period has expired. If DR. . . . does not sign this AGREEMENT within twenty-one (21) days calendar days or revokes this AGREEMENT within seven (7) calendar days of signing, the AGREEMENT is null and void.

I, . . . , hereby voluntarily waive the 21-day, pre-execution consideration period for waiver of my ADEA claims:

Date: July 29, 2007

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11. GOVERNING LAW, CHOICE OF FORUM.

This AGREEMENT shall be applied, interpreted and construed in accordance with the substantive laws of the State of Hawai'i, without regard to any choice of law principles. The parties agree that the forum for the resolution of any disputes concerning any aspect of this AGREEMENT, including but not limited to the validity of this AGREEMENT, the interpretation or construction of any of its terms, or any alleged breach of its provisions, shall be exclusively in the State of Hawai'i.

12. FUTURE MEDIATION AND ARBITRATION.

The parties to this AGREEMENT shall first attempt to resolve any controversy or claim arising out of or relating to this AGREEMENT or the breach thereof through mediation, with

Esq. as the mediator, or some other mutually agreeable mediator. The costs of the mediation shall be split equally between DR. and the UNIVERSITY, and each party shall bear its or his own attorneys' fees and costs.

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Hawai'i between and the University of Hawai'i.

In the event resolution is not obtained through mediation, the parties shall submit to Dispute Prevention & Resolution, Inc. ("DPR"), their controversy or claim for confidential arbitration under DPR's rules. Judgment upon the award rendered by the DPR arbitrator may be entered, under seal if so accepted, in any court having jurisdiction thereof. The cost of such arbitrator shall be borne by the losing party and in such proportions as the arbitrator shall determine, including reasonable attorneys' fees and costs incurred, as well as any damages proven.

13. ENTIRE AGREEMENT.

This AGREEMENT and the NON-TENURED FACULTY APPOINTMENT AND RESIGNATION AGREEMENT supersede any and all prior or contemporaneous oral discussions, oral agreements, oral representations, and oral warranties. The terms of this AGREEMENT are contractual and not mere recital.

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14. SURVIVAL OF PROVISIONS.

If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

15. WAIVER OF BREACH.

The waiver of the breach of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach.

16. INTERPRETATION OF TERMS.

As used in this AGREEMENT, the masculine shall include the feminine and vice-versa, the singular shall include the plural and the plural shall include the singular, as the context may require. The terms of this AGREEMENT have been negotiated at arm's length among sophisticated parties represented by counsel. As a result, the rule of "interpretation against the

Mutual Release, Settlement and Resignation Agreement for University of
Hawaii, between and the University of Hawaii.

draftsman" shall not apply in any dispute over interpretation of the terms of this AGREEMENT.

17. ACKNOWLEDGEMENTS AND WARRANTIES.

DR. acknowledges, represents and warrants that he is the sole legal owner and holder of all claims and rights hereby released, and that no court approvals will be necessary to make the terms of this AGREEMENT binding upon him. DR.

DR. acknowledges that the terms of this AGREEMENT have been read, that its provisions are fully understood and are binding upon his successors and assigns, that it has been approved by his counsel, and that it has been duly signed by him as an act of free will and deed.

18. NON-INDUCEMENT.

Each party to this AGREEMENT acknowledges that no promise, agreement, fact or opinion not expressed herein has been made by or to them to induce this AGREEMENT and this AGREEMENT has been validly authorized and constitutes a legally binding and enforceable obligation.

Mutual Release, Settlement and Resignation Agreement for University of
Hawaii between and the University of Hawaii.

19. ATTORNEYS' FEES AND COSTS.

Each party to this AGREEMENT shall bear its or his own attorneys' fees and costs incurred, except as provided in this AGREEMENT.

20. CAPTIONS.

In this AGREEMENT, the captions or readings of paragraphs are inserted for convenience, reference, and identification purposes only, and shall neither control, define, limit nor affect any provision of this AGREEMENT.

21. AMENDMENTS.

This AGREEMENT shall not be altered, amended or modified or otherwise changed in any respect, or particular whatsoever, except by a writing duly executed by all parties to this AGREEMENT. The parties acknowledge and agree that they will make no claim that this AGREEMENT has been orally altered or modified in any respect whatsoever.

Mutual Release, Settlement and Resignation Agreement for University of
Hawaii, between and the University of Hawaii.

22. COUNTERPARTS.

The parties to this AGREEMENT agree that this AGREEMENT may be executed in any number of counterparts, and said counterparts may be transmitted by facsimiles, each of which taken together will constitute one and the same document.

Dated: 8/1 10/

APPROVED AS TO FORM AND CONTENT: [Signature]

Dated: 1/27/07

Actual Release, Settlement and Resignation Agreement for University of Hawaii between _____ and the University of Hawaii.

THE UNIVERSITY OF HAWAII

By: _____
Its: _____

Dated: 7-29-04

APPROVED AS TO FORM AND CONTENT:

THE UNIVERSITY OF HAWAII

Dated: 7-29-04

Mutual Release, Settlement and Resignation Agreement for University of
Hawaii between _____ and the University of Hawaii.

NON-TENURED FACULTY APPOINTMENT AND RESIGNATION AGREEMENT

THIS NON-TENURED FACULTY APPOINTMENT AND RESIGNATION AGREEMENT ("AGREEMENT") is entered into between ("DR. ") and THE UNIVERSITY OF HAWAII ("UNIVERSITY"). The effective date of this AGREEMENT is Saturday, August 14, 2004.

WHEREAS, following mediation, the UNIVERSITY and DR. E wish to resolve and settle any and all claims arising out of DR. employment as and/or as consultant to the UNIVERSITY, and have agreed to execute both this AGREEMENT and the MUTUAL RELEASE, SETTLEMENT AND RESIGNATION AGREEMENT FOR UNIVERSITY OF HAWAII in order to resolve and settle all such claims;

NOW THEREFORE, it is agreed by and between the UNIVERSITY and DR. , as follows:

1. APPOINTMENT AS NON-TENURED PROFESSOR.

Effective August 14, 2004, DR. shall be appointed as a non-tenured, 11-month Researcher (RSM11) in the Department of Urban and Regional Planning. DR. shall be paid an annual salary of ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00), subject to collective bargaining increases.

During the period from August 14, 2004, through August 14, 2006, DR. shall be assigned to a special project to be mutually agreed upon by and between DR. and the Chancellor of the University of Hawai'i Manoa campus. The UNIVERSITY waives the restrictions set forth in Article III, Paragraph B of that certain Agreement dated 24 April 2003 by and between the State of Hawai'i, the Board of Regents, and the University of Hawai'i Professional Assembly ("April Agreement"), to the extent the April Agreement is applicable. DR. is deemed qualified for a waiver as provided for in Article VI, Paragraph A(B) of the April Agreement.

a) BENEFITS WHILE NON-TENURED PROFESSOR.

DR. shall be entitled to all normal benefits accorded to UNIVERSITY non-tenured faculty, including an annual one-month off-duty period in lieu of vacation leave. To the extent permitted under law, DR. may waive coverage or entitlement. Notwithstanding anything hereinabove to the contrary, the UNIVERSITY is not obligated to supply DR. E.

Non-Tenured Appointment and Resignation Agreement between
the University of Hawai'i.

and

with an office and/or administrative support during the period of his non-tenured faculty position.

b) ADHERENCE TO RULES, POLICIES, AND STANDARDS OF CONDUCT.

DR. shall adhere to all rules, policies, and standards of conduct applicable to non-tenured faculty at the UNIVERSITY, except as set forth in Paragraph 1. above. The rules, policies, and standards of conduct shall include, but not be limited to, the Board of Regents' Policies and the Administrative Procedures.

c) EARLY TERMINATION.

DR. may voluntarily resign or terminate his non-tenured faculty appointment by providing a formal notice of resignation or termination. If the resignation or termination is effective prior to August 14, 2006, shall not be compensated or owed any monies other than that which he has already collected, and the UNIVERSITY shall have no obligation to compensate him further.

Non-Tenured Appointment and Resignation Agreement between
the University of Hawai'i.

and

2. RESIGNATION AS NON-TENURED PROFESSOR.

DR. resigns his non-tenured faculty position at the UNIVERSITY, said resignation to be effective at the close of business on August 14, 2006. At the close of business on August 14, 2006, without further notice to DR., the UNIVERSITY shall terminate his appointment as non-tenured faculty and remove him from payroll, thus ending all employment and/or consultant relationships between the UNIVERSITY and DR.

3. LIFE INSURANCE.

The UNIVERSITY shall make periodic premium payments, for that certain whole life insurance policy (Policy No. ("Policy")), and only that Policy, until DR. reaches age 65, under the condition that, in the event death benefit payments are to be made or the cash value of the policy is otherwise surrendered at any time, the UNIVERSITY shall first be reimbursed all of its expenses in maintaining the Policy, such as the aggregate total premiums the

Non-Tenured Appointment and Resignation Agreement between and
The University of Hawai'i.

UNIVERSITY has paid since July 1, 2001, before any payment is made to the designated beneficiary of the Policy. The UNIVERSITY understands that its right to recover its expenses is subordinate to [redacted] right to recover its respective expenses. DR. [redacted] shall be responsible for notifying [redacted] Insurance Company of the aforementioned payment arrangement, for completing the necessary documentation to require [redacted] Insurance Company to pay the UNIVERSITY pursuant to the aforementioned payment arrangement, and for providing the UNIVERSITY with copies of the notice to [redacted] and/or [redacted] documentation requiring [redacted] Insurance Company to pay the UNIVERSITY pursuant to the aforementioned payment arrangement; in the event DR. [redacted] fails to so notify [redacted] Insurance Company or complete said documentation, the UNIVERSITY will be entitled to recover from DR. [redacted] or his estate, all of its expenses in maintaining the Policy, plus interest and attorneys' fees and costs.

Non-Tenured Appointment and Resignation Agreement between [redacted] and the University of Hawaii.

4. GENERAL RELEASE.

In consideration for the aforementioned payments and other good and valuable consideration set forth in this AGREEMENT and the MUTUAL RELEASE, SETTLEMENT AND RESIGNATION AGREEMENT FOR UNIVERSITY OF HAWAII PRESIDENT, DR. , for himself, and for all persons and/or entities claiming by, through or under him, agrees to the release of all "Covered Claims" against everyone in the world relating to or arising out of his employment and/or consultant relationship with the UNIVERSITY prior to August 15, 2004, or termination of his employment and/or consultant relationship with the UNIVERSITY prior to August 15, 2004, as set forth fully in the MUTUAL RELEASE, SETTLEMENT AND RESIGNATION AGREEMENT FOR UNIVERSITY OF HAWAII ("Release"), and that Release by DR. is hereby incorporated by reference.

5. NO JOINT TORTFEASORS OR CO-OBLIGORS.

For the consideration set forth above, DR. further warrants and agrees that there are no other persons or

Non-Tenured Appointment and Resignation Agreement between
the University of Hawai'i.

and

entities that have been or may be adjudicated to be joint tortfeasors and/or co-obligors, that DR. . . . will not raise or pursue any future claims against alleged joint tortfeasors and/or co-obligors, and that it is not necessary to obtain Court approval as to the good faith of this settlement as provided in Act 300, Hawai'i Session Laws (2001). In the event that DR. . . . asserts future claims against joint tortfeasors or co-obligors, this AGREEMENT shall at a minimum reduce such claim or claims of DR. . . . in the amount of the above mentioned consideration or to the extent of the pro rata share of any liability on the part the UNIVERSITY or any party released by the Release; moreover, DR. . . . represents and warrants that this settlement is in good faith.

6. INDEMNIFICATION.

DR. . . . agrees to indemnify and to forever hold harmless and defend the UNIVERSITY and all persons, entities or organizations released by the Release, from any and all claims in any way relating to or arising out of his employment and/or

Non-Tenured Appointment and Resignation Agreement between . . . and
the University of Hawai'i.

consultant relationship with the UNIVERSITY prior to August 15, 2004, or termination of his employment and/or consultant relationship with the UNIVERSITY prior to August 15, 2004, made or asserted by: (1) any person, entity or organization claiming by, through or under DR. ; and/or (2) any person, entity or organization seeking reimbursement of collateral source payments, including without limitation no-fault, temporary disability, workers compensation or other wage loss, medical expense or substitute service benefits, and/or payment or reimbursement of Department of Human Services, Medicare and/or Social Security Administration liens. Such indemnification includes payment of reasonable attorneys' fees and costs in the defense of such matters.

7. DENIAL OF LIABILITY.

It is further understood and agreed that this AGREEMENT and the consideration paid therefor are in no way to be construed as an admission of liability by the UNIVERSITY or by DR. but are to be construed strictly as a resolution

Non-Tenured Appointment and Resignation Agreement between . and
the University of Hawai'i.

of contested claims through mediation. The parties acknowledge that both DR. . . . and the UNIVERSITY have denied and continue to deny liability and wrongdoing.

8. AGREEMENT NOT TO APPLY.

While serving in his non-tenured faculty position, DR. . . . shall not apply for or knowingly allow himself to be considered for a change in tenure status or an appointment to a different department or position. After August 14, 2006, DR. . . . shall not apply for any employment or consulting relationship with the UNIVERSITY.

In the event DR. . . . breaches (either intentionally or inadvertently) the prohibitions contained in the preceding paragraph, the UNIVERSITY shall be entitled, without incurring any legal liability therefor, to reject, without cause, any application(s) for change in tenure status or an appointment to a different department or position, and/or to rescind, without cause, any offer of change in tenure status or an appointment to a different department or position made to DR. . . .

Non-Tenured Appointment and Resignation Agreement between and
the University of Hawai'i.

, and/or to nullify, without cause, any such change in status or appointment to a different department or position; DR.

agrees that any such rejection and/or rescission and/or nullification by the UNIVERSITY shall not constitute illegal or improper retaliation and/or discrimination against DR.

under Haw. Rev. Stat. § 378-62 and/or similar federal, state, county or municipal civil rights laws, and/or violation of any other federal, state, county or municipal constitution, statute, regulation, contractual obligation and/or public policy but shall, instead, be deemed a proper, legal and legitimate exercise of contractual rights under the terms of this

AGREEMENT.

agrees that any such rejection and/or rescission and/or nullification shall not constitute breach of the collective bargaining agreement between the UNIVERSITY OF HAWAII and the University of Hawai'i Professional Assembly ("CBA"). DR.

further agrees that he shall not file any grievance under the CBA, or permit any grievance to be filed on

Non-Tenured Appointment and Resignation Agreement between
the University of Hawai'i.

and

his behalf, regarding any such rejection and/or rescission and/or nullification.

9. CONFIDENTIAL MATERIALS.

The UNIVERSITY and DR. . . . regard and have always regarded their mediation efforts to be a confidential attempt to resolve a legal dispute in anticipation of litigation over a personnel matter. DR. . . . and the UNIVERSITY agree to keep confidential attorney work product and documents created for the purposes of the mediation, to the extent allowed by law. Dr.

otherwise forever waives his right to confidentiality and privacy under internal UNIVERSITY OF HAWAII policies, Hawaii Revised Statutes Chapters 92 and 92F, and the State and federal constitutions, for all other information regarding this dispute.

10. PUBLIC DOCUMENT.

It is acknowledged by the UNIVERSITY and DR. . . . that this AGREEMENT would be and is considered a public document, and it is the expectation of both the UNIVERSITY and

Non-Tenured Appointment and Resignation Agreement between . . . and
the University of Hawai'i.

DR. that it will be made public upon its approval. Both parties hereby waive any objection to privacy under Chapters 92 and 92F of the Hawai'i Revised Statutes or otherwise to the public disclosure of this AGREEMENT.

11. TAX LIABILITIES OR PAYMENTS.

It is expressly understood and agreed that DR. solely bears the responsibility of all tax liabilities and/or payments, if any, including but not limited to, local, state, federal and income or other taxes (together with any applicable interest and penalties) arising and/or resulting from the receipt of the consideration pursuant to this AGREEMENT. The UNIVERSITY has not given any tax advice and assumes no tax obligations hereunder.

12. OLDER WORKERS' ACKNOWLEDGEMENT.

DR. acknowledges that he has been advised to consult with an attorney prior to executing this AGREEMENT, that he has in fact been advised by his attorney in deciding to agree to the terms of this AGREEMENT, and that he has been given a

Non-Tenured Appointment and Resignation Agreement between
the University of Hawai'i.

and

reasonable period of time within which to consider this AGREEMENT. He has been advised that this AGREEMENT specifically provides for his waiver of rights and claims arising under the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621, et seq. Pursuant to 29 U.S.C. § 626(f)(1)(F)(i), he has been provided twenty-one (21) days in which to consider the terms of this AGREEMENT and to consult with his attorney. Pursuant to 29 C.F.R. § 1625.22(e)(6), and as indicated by his separate signature immediately below, DR. _____ hereby knowingly and voluntarily waives the twenty-one (21) day pre-execution consideration period set forth in 29 U.S.C. § 626(f)(1)(F)(i). Therefore, pursuant to 29 U.S.C. § 626(f)(1)(G), DR. _____ will have seven (7) days after his execution of this AGREEMENT to revoke the ADEA portion of this AGREEMENT. Such revocation must be made in writing, sent by certified mail, return receipt requested, to _____, Esq., Honolulu, Hawai'i 96803-2800, and immediately faxing a copy of such revocation to _____, Esq., at _____.

Non-Tenured Appointment and Resignation Agreement between _____ and the University of Hawai'i.

If no revocation takes place as specified, this AGREEMENT shall be in full force and effect on the date on which the revocation period has expired. If DR. does not sign this AGREEMENT within twenty-one (21) days calendar days or revokes this AGREEMENT within seven (7) calendar days of signing, the AGREEMENT is null and void.

I, hereby voluntarily waive the 21-day, pre-execution consideration period for waiver of my ADEA claims:

Date:

July 29, 2007

13. GOVERNING LAW, CHOICE OF FORUM.

This AGREEMENT shall be applied, interpreted and construed in accordance with the substantive laws of the State of Hawai'i, without regard to any choice of law principles. The parties agree that the forum for the resolution of any disputes concerning any aspect of this AGREEMENT, including but not

Non-Tenured Appointment and Resignation Agreement between
the University of Hawai'i.

and

limited to the validity of this AGREEMENT, the interpretation or construction of any of its terms, or any alleged breach of its provisions, shall be exclusively in the State of Hawai'i.

14. FUTURE MEDIATION AND ARBITRATION.

The parties to this AGREEMENT shall first attempt to resolve any controversy or claim arising out of or relating to this AGREEMENT or the breach thereof through mediation, with

Esq. as the mediator, or some other mutually agreeable mediator. The costs of the mediation shall be split equally between DR. and the UNIVERSITY, and each party shall bear its or his own attorneys' fees and costs.

In the event resolution is not obtained through mediation, the parties shall submit to Dispute Prevention & Resolution, Inc. ("DPR"), their controversy or claim for confidential arbitration under DPR's rules. Judgment upon the award rendered by the DPR arbitrator may be entered, under seal if so accepted, in any court having jurisdiction thereof. The cost of such arbitrator shall be borne by the losing party and

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the University of Hawai'i.

and

in such proportions as the arbitrator shall determine, including reasonable attorneys' fees and costs incurred, as well as any damages proven.

15. ENTIRE AGREEMENT.

This AGREEMENT and the MUTUAL RELEASE, SETTLEMENT AND RESIGNATION AGREEMENT FOR UNIVERSITY OF HAWAII supersede any and all prior or contemporaneous oral discussions, oral agreements, oral representations, and oral warranties. The terms of this AGREEMENT are contractual and not mere recital.

16. SURVIVAL OF PROVISIONS.

If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Non-Tenured Appointment and Resignation Agreement between
the University of Hawai'i.

and

17. WAIVER OF BREACH.

The waiver by the UNIVERSITY of the breach of any provision of this AGREEMENT by DR. shall not operate or be construed as a waiver of any subsequent breach by DR.

18. INTERPRETATION OF TERMS.

As used in this AGREEMENT, the masculine shall include the feminine and vice-versa, the singular shall include the plural and the plural shall include the singular, as the context may require. The terms of this AGREEMENT have been negotiated at arm's length among sophisticated parties represented by counsel. As a result, the rule of "interpretation against the draftsman" shall not apply in any dispute over interpretation of the terms of this AGREEMENT.

19. ACKNOWLEDGEMENTS AND WARRANTIES.

DR. acknowledges, represents and warrants that he is the sole legal owner and holder of all claims and rights hereby released, and that no court approvals will be necessary

to make the terms of this AGREEMENT binding upon him. DR.

acknowledges that the terms of this AGREEMENT have been read, that its provisions are fully understood and are binding upon his successors and assigns, that it has been approved by his counsel, and that it has been duly signed by him as an act of free will and deed.

The UNIVERSITY expressly makes no representations or warranties regarding whether or not DR. is entitled under this AGREEMENT to participate in or receive benefits from the Employees' Retirement System.

20. NON-INDUCEMENT.

Each party to this AGREEMENT acknowledges that no promise, agreement, fact or opinion not expressed herein has been made by or to them to induce this AGREEMENT and this AGREEMENT has been validly authorized and constitutes a legally binding and enforceable obligation.

Non-Tenured Appointment and Resignation Agreement between _____ and the University of Hawai'i.

21. ATTORNEYS' FEES AND COSTS.

Each party to this AGREEMENT shall bear its or his own attorneys' fees and costs incurred, except as provided in the MUTUAL RELEASE, SETTLEMENT AND RESIGNATION AGREEMENT.

22. CAPTIONS.

In this AGREEMENT, the captions or headings of paragraphs are inserted for convenience, reference, and identification purposes only, and shall neither control, define, limit nor affect any provision of this AGREEMENT.

23. AMENDMENTS.

This AGREEMENT shall not be altered, amended or modified or otherwise changed in any respect, or particular whatsoever, except by a writing duly executed by all parties to this AGREEMENT. The parties acknowledge and agree that they will make no claim that this AGREEMENT has been orally altered or modified in any respect whatsoever.

Non-Tenured Appointment and Resignation Agreement between
the University of Hawai'i.

and

24. COUNTERPARTS.

The parties to this AGREEMENT agree that this AGREEMENT may be executed in any number of counterparts, and said counterparts may be transmitted by facsimiles, each of which taken together will constitute one and the same document.

Dated: July 27, 2004

APPROVED AS TO ~~FORM~~ AND CONTENT:

Dated: 7/29/04

Non-Tenured Appointment and Resignation Agreement between
the University of Hawai'i.

and

THE UNIVERSITY OF HAWAII

By:
Its:

Dated: July 29, 2004

APPROVED AS TO FORM AND CONTENT.

THE UNIVERSITY OF HAWAII

Dated: 7-29-04

Non-Tenured Appointment and Resignation Agreement between
the University of Hawaii.

and

MUTUAL SETTLEMENT AND RELEASE AGREEMENT

This MUTUAL SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is entered into on January 8, 2008 ("Effective Date"), by and between [REDACTED] and the UNIVERSITY OF HAWAII ("University"), collectively referred to as the "Parties", in full and complete resolution of any and all claims arising out of a certain Appointment Agreement dated August 31, 2005 by and between [REDACTED] and the University and the employment of [REDACTED] by the University as of the Effective Date relating to the matters set forth herein.

RECITALS

WHEREAS, on August 31, 2005, the Parties entered into an "Appointment Agreement" which set forth the mutual promises and agreements between the Parties related to [REDACTED] appointment as Athletics Director at the University of Hawai'i at Manoa; and

WHEREAS, the Appointment Agreement was for a term of five (5) years, commencing on August 1, 2005 and concluding on the close of business on July 31, 2010; and

WHEREAS, the Parties now mutually agree to the University's termination of the Appointment Agreement, without cause, pursuant to Paragraph 7 of the Appointment Agreement;

and

NOW, THEREFORE, in accordance with the preceding recitals and in consideration of the agreements and representations set forth in this Agreement, the Parties agree as follows:

AGREEMENTS

1. Consideration. Pursuant to the terms contained in Paragraph 7 of the Appointment Agreement, University will pay [REDACTED] the sum of **THREE HUNDRED TWELVE**

THOUSAND FIVE HUNDRED and TEN DOLLARS (\$312,510). The Parties agree that for purposes of "written notice" under Paragraph 7 of the Appointment Agreement, such notice was provided to [REDACTED] on January 8, 2008. [REDACTED] will continue to be entitled to benefits during the 90-day-notice-period and will receive all earned benefits under Hawai'i state law.

2. Release. [REDACTED] for himself and for all persons and/or entities claiming by, through or under him, agree to a release of any and all past, present, and future claims of any kind against the University, as well as any claims of any kind by [REDACTED] against University's past, present, and future administrators, regents, officers and employees, which relate in any way to any acts or omissions that occurred during the time of [REDACTED] employment at the University. The released claims include, but are not limited to any State or Federal claims, charges, demands and causes of action of any kind; tort claims of any nature or kind whatsoever for personal injuries, emotional distress, mental stress or other emotional or mental injury; defamation, libel, slander or damage or injury to reputation; promissory estoppel, interference with existing or prospective economic and/or contractual advantage; and all other claims of any nature, whether common law, statutory or equitable, and/or claims for attorneys' fees and costs. [REDACTED] acknowledges that he has twenty-one (21) days to review and consider this Release, which waives his rights and claims under the Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621, et seq.). [REDACTED] acknowledges that he has seven (7) days from the date of execution of this Agreement to rescind the portion of this Agreement relating to the ADEA by giving notice to legal counsel for the University identified below. If so rescinded, only [REDACTED] ADEA claims are preserved and all other portions of this Agreement remain valid and enforceable except that the settlement amount for Employee shall be reduced by fifty percent (50%).


3. Confidentiality. The Parties agree to waive any request of the other to keep this Agreement and its terms confidential, and therefore may be disclosed if requested by a third-party. [REDACTED] specifically agrees that he waives his right to privacy as to this Agreement and its terms.
4. Non-Disparagement. The Parties agree that they shall not make disparaging or negative remarks about the other. As to the University, this provision applies to its current and future administrators, regents and officers. All Parties are free to make truthful statements if compelled by law or court order to do so or in the context of attorney-client communications. Nothing contained herein shall prohibit the Parties from testifying at any hearing, deposition, or trial pursuant to subpoena or from providing documents pursuant to subpoena or as part of an official, administrative investigation when requested by the investigator where such information is relevant.
5. Attorneys' Fees and Costs. The Parties agree to waive any past or future claims for attorney's fees and costs related to the matters herein, and bear all of their own attorney's fees and costs. This understanding and agreement is a material part of this Agreement.
6. Governing Law, Choice of Forum. This Agreement shall be applied, interpreted and construed in accordance with the substantive laws of the State of Hawai'i, and the forum for the resolution of any disputes concerning any aspect of this Agreement, including but not limited to the validity of this Agreement, the interpretation or construction of any of its terms or any alleged breach of its provisions, shall be exclusively in the State of Hawai'i.
7. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all

counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

8. Consultation with Attorneys. The parties have carefully read and fully understand all of the provisions and effects of this Agreement, and have thoroughly discussed all aspects of this Agreement with their respective counsel. [REDACTED] has voluntarily entered into this Settlement Agreement and Release of All Claims; and neither the University, nor its agents, representatives or attorneys, have made any representations concerning the terms or effects of this Agreement other than those contained herein.

9. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes any and all prior or contemporaneous discussions, agreements, representations, and warranties. The terms of this Agreement are contractual and not a mere recital. The terms of this Agreement have been negotiated and for purposes of construction or interpretation, no Party shall be deemed to have been its author or drafter. If any of the provisions of this Agreement are declared invalid by a Court or government agency of competent jurisdiction, the remaining portions of the Agreement shall not be affected thereby and shall be enforceable.

IN WITNESS WHEREOF, the Parties hereto have executed or caused this Agreement to be executed by their duly authorized representative, below, effective as of the Effective Date.


DAVID MCCLAIN
PRESIDENT
UNIVERSITY OF HAWAII

DATE: 1-25-08

[REDACTED]

DATE: 1-25-08

Mutual Settlement And Release By And Between [REDACTED] And The University Of Hawai'i

RELEASE AGREEMENT

This RELEASE AGREEMENT ("Agreement") is entered into on February 12, 2008 ("Effective Date"), by and between [REDACTED] and the UNIVERSITY OF HAWAII and the UNIVERSITY OF HAWAII at MĀNOA (herein collectively referred to as "University"), collectively referred to as the "Parties", in full and complete resolution of any and all claims arising out of a certain Employment Agreement entered into on January 17, 2003 and effective as of May 1, 2002 and a certain Employment Agreement made and entered into on July 19, 2005, by and between [REDACTED] and the University, and the employment of [REDACTED] by the University, as of the dates described above and relating to the matters set forth herein.

RECITALS

WHEREAS, on January 17, 2003, the Parties entered into an "Employment Agreement" deemed effective as of May 1, 2002, which set forth the mutual promises and agreements between the Parties related to [REDACTED] appointment as coach of its men's basketball team at the University of Hawai'i at Mānoa; and

WHEREAS, the Employment Agreement entered into on January 17, 2003 and effective as of May 1, 2002, was for a term of three (3) years, commencing on May 1, 2002 and terminating on April 30, 2005; and

WHEREAS, on July 19, 2005, the Parties entered into an "Employment Agreement" which set forth the mutual promises and agreements between the Parties related to [REDACTED] appointment as coach of its men's basketball team at the University of Hawai'i at Mānoa; and

WHEREAS, the July 19, 2005 Employment Agreement was for a term of two (2) years, commencing on May 1, 2005 and ending on April 30, 2007; and

WHEREAS, [REDACTED] has requested, and the University has agreed, to pay monies owed [REDACTED] during his tenure as coach of the men's basketball team at the University of Hawaii at Mānoa from May 1, 2002 to April 30, 2007; and

NOW, THEREFORE, in accordance with the preceding recitals and in consideration of the agreements and representations set forth in this Release Agreement, the Parties agree as follows:

AGREEMENTS

1. Consideration. University will pay [REDACTED] the sum of **TWO HUNDRED THOUSAND and NO DOLLARS (\$200,000).**
2. Release. [REDACTED] for himself and for all persons and/or entities claiming by, through or under him, agree to a release of any and all past, present, and future claims of any kind against the University, as well as any claims of any kind by [REDACTED] against University's past, present, and future administrators, regents, officers and employees, which relate in any way to any acts or omissions that occurred during the time of [REDACTED] employment at the University that are currently known or should be currently known by [REDACTED]. The released claims include, but are not limited to any State or Federal claims, charges, demands and causes of action of any kind; tort claims of any nature or kind whatsoever for personal injuries, emotional distress, mental stress or other emotional or mental injury; defamation, libel, slander or damage or injury to reputation; promissory estoppel, interference with existing or prospective economic and/or contractual advantage; and all other claims of any nature, whether common law, statutory or equitable, and/or claims for attorneys' fees and costs. [REDACTED] acknowledges that he has twenty-one (21) days to review and consider this Release, which waives his rights and claims under the Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621, et seq.). [REDACTED] acknowledges that he has seven (7) days from the date of

Release Agreement By And Between [REDACTED] And The University Of Hawai'i

execution of this Agreement to rescind the portion of this Agreement relating to the ADEA by giving notice to legal counsel for the University identified below. If so rescinded, only [REDACTED] ADEA claims are preserved and all other portions of this Agreement remain valid and enforceable except that the consideration amount for [REDACTED] shall be reduced by fifty percent (50%).

3. Non-Disparagement. The Parties agree that they shall not make disparaging or negative remarks about the other. As to the University, this provision applies to its current and future administrators, regents and officers. All Parties are free to make truthful statements if compelled by law or court order to do so or in the context of attorney-client communications. Nothing contained herein shall prohibit the Parties from testifying at any hearing, deposition, or trial pursuant to subpoena or from providing documents pursuant to subpoena or as part of an official, administrative investigation when requested by the investigator where such information is relevant.

4. Attorneys' Fees and Costs. The Parties agree to waive any past or future claims for attorney's fees and costs solely related to the matters herein, and bear all of their own attorney's fees and costs. This understanding and agreement is a material part of this Agreement.

5. Governing Law, Choice of Forum. This Agreement shall be applied, interpreted and construed in accordance with the substantive laws of the State of Hawai'i, and the forum for the resolution of any disputes concerning any aspect of this Agreement, including but not limited to the validity of this Agreement, the interpretation or construction of any of its terms or any alleged breach of its provisions, shall be exclusively in the State of Hawai'i.

6. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all

counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

7. Consultation with Attorneys. The parties have carefully read and fully understand all of the provisions and effects of this Agreement, and have thoroughly discussed all aspects of this Agreement with their respective counsel. [REDACTED] has voluntarily entered into this Release Agreement for the release of the claims delineated herein; and neither the University, nor its agents, representatives or attorneys, have made any representations concerning the terms or effects of this Agreement other than those contained herein.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes any and all prior or contemporaneous discussions, agreements, representations, and warranties. The terms of this Agreement are contractual and not a mere recital. The terms of this Agreement have been negotiated and for purposes of construction or interpretation, no Party shall be deemed to have been its author or drafter. If any of the provisions of this Agreement are declared invalid by a Court or government agency of competent jurisdiction, the remaining portions of the Agreement shall not be affected thereby and shall be enforceable.

IN WITNESS WHEREOF, the Parties hereto have executed or caused this Agreement to be executed by their duly authorized representative, below, effective as of the Effective Date.

David McClain
DAVID MCCLAIN
PRESIDENT
UNIVERSITY OF HAWAII

DATE: 2/15/08

[REDACTED]

DATE: 2/13/08

GENERAL RELEASE AND INDEMNITY AGREEMENT

This GENERAL RELEASE AND INDEMNITY AGREEMENT ("Agreement"), with Effective Date as set forth under Paragraph 15, below, is made by and between [REDACTED] (" [REDACTED] ") and the UNIVERSITY OF HAWAII ("University"), hereafter individually or collectively referred to as "Party" or "Parties", with respect to [REDACTED] employment with University as set forth herein.

1. **Resignation as Associate Vice President for External Affairs and University Relations.**

By agreement, [REDACTED] tendered her voluntary resignation as Associate Vice President for External Affairs and University Relations ("AVPEAUR") to University President M.R.C. Greenwood. President Greenwood accepted [REDACTED] resignation, which became effective on January 15, 2010.

2. **Consideration.**

In furtherance of [REDACTED] resignation and this Agreement, University agrees to pay and [REDACTED] agrees to accept the total sum of **FORTY-SIX THOUSAND TWO-HUNDRED DOLLARS (\$46,200.00)** in return for the releases set forth in this Agreement. The Consideration is roughly based on four (4) months of [REDACTED] annual salary. Payment will be made in a lump sum, without withholdings, on or before February 15, 2010.

3. **Indemnification of University.**

It is understood and agreed that the Consideration for this Agreement is intended as a compromise between the Parties. [REDACTED] specifically agrees that for the above-mentioned consideration, she is releasing any and all claims described in the General Release of All Claims section of this Agreement that predate the Effective Date of this Agreement, set forth in Paragraph 15 below.

The Parties understand and agree that any tax consequences and/or liability arising from the Consideration payment to [REDACTED] shall be the sole responsibility of [REDACTED] who agrees that if she claims that all or part of the Consideration payment is excludable from income under the Internal Revenue Code and any provision of the Internal Revenue Code or any state or municipal tax code or scheme, she bears all associated risks, costs and expenses of that claim, and she agrees to fully defend, indemnify and hold harmless University and its present and future Regents, officers, employees and assigns against all claims for liens, indemnification, taxes, penalties, interest, and costs or expenses, including reasonable attorneys' fees, imposed or incurred as a consequence of or incidental to any tax re-characterization of the Consideration claimed or imposed by any law, agency or governmental body.

[REDACTED] further acknowledges and agrees that University and its attorneys,

Regents, officers and employees have not expressed any opinions or made any representations concerning the tax consequences associated with the Consideration payment, and she specifically represents that she had the benefit of, and the opportunity to seek advice from her own counsel or other advisors.

4. General Release of All Claims.

In return for the Consideration for this Agreement, [REDACTED] for herself, her heirs, assigns, beneficiaries and for all persons and/or entities claiming by, through or under her, hereby unconditionally, irrevocably and absolutely releases and discharges University and its past, present, and future Regents, officers, employees and assigns, from all claims related in any way to [REDACTED] University employment, performance and resignation as AVPEAUR to the fullest extent permitted by law up to the Effective Date of this Agreement.

The releases given in this Agreement by [REDACTED] are intended to be interpreted broadly to apply to all claims, transactions and occurrences that resulted from, arose out of, are connected with, or are traceable either directly or indirectly to [REDACTED] recruitment, employment or affiliation with University, or separation from employment, and any claims that were made or that could have been made by [REDACTED] against University up through the effective date of this Agreement, whether known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with [REDACTED] recruitment, employment or affiliation with University, or separation from employment. The released claims include, but are not limited to: any State or Federal claims, charges, demands and causes of action of any kind; tort claims of any nature or kind whatsoever for personal injuries, emotional distress, mental stress or other emotional or mental injury; defamation, libel, slander or damage or injury to reputation; contractual, promissory estoppel, interference with existing or prospective economic and/or contractual advantage; sexual harassment and/or retaliation; claims brought under Chapters 368 and/or 378 of the Hawai'i Revised Statutes; claims brought under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, et seq.; claims under the federal Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621, et seq., and Hawai'i law for age discrimination; claims under the Employee Retirement and Income Security Act, 29 U.S.C. § 1001, et seq.; the Hawai'i Whistle Blowers' Protection Act; federal and state Occupational Safety and Health Act; any claims brought under any wage payment laws; and all other claims of any nature, whether common law, statutory or equitable, and/or claims for attorneys' fees and costs.

5. Compliance with Age Discrimination in Employment Act and Older Workers Benefit Protection Act Amendment.

It is the Parties' intent that the releases contained in this Agreement apply to claims under the ADEA (29 U.S.C. § 621, et seq.). In compliance with Section 626(f) of that statute and to effectuate the release by [REDACTED] of any potential claims under the ADEA within the scope of this Agreement, [REDACTED] understands and agrees as

GENERAL RELEASE AND INDEMNITY AGREEMENT
BY AND BETWEEN [REDACTED] AND THE UNIVERSITY OF HAWAII

follows: (i) she has carefully reviewed the entirety of this Agreement and understands the terms and conditions it contains; (ii) by entering into this Agreement, she is giving up potentially valuable legal rights, and she intends to be bound by all the terms and conditions set forth in this Agreement; (iii) she is not waiving rights or claims that may arise after the date she signs this Agreement; (iv) she is entering into this Agreement freely, knowingly, and voluntarily; (v) she is advised to consult with an attorney prior to executing this Agreement; (vi) she has had twenty-one (21) days to consider whether to agree to the terms and conditions set forth in this Agreement; and (vii) for a seven (7) day period following the date upon which she signs this Agreement, she may revoke this Agreement by delivering a written revocation to University's Vice President for Legal Affairs and University General Counsel, and this Agreement will not become effective nor enforceable until this revocation period has expired.

6. Interpretation of Agreement.

The Parties agree that this Agreement and the terms of this Agreement shall not be interpreted or construed as indicating or admitting liability of any sort by any person or entity whomsoever, but are to be construed strictly as a compromise to avoid further controversy, and the time, expense and costs of potential litigation. It is further specifically understood and agreed that the Consideration tendered by University shall not be considered as a payment of wages, salary or compensation.

7. Non-Disclosure of Sensitive and Confidential Information.

As AVPEAUR, [REDACTED] was entrusted with, encountered, accessed or reviewed sensitive or confidential University information, including but not limited to trademarks and copyrights and related strategic planning information, licensing royalty calculations and distribution information and related strategic planning information, and personnel information. The disclosure of such sensitive or confidential information may result in public misinformation and adverse claims and/or lawsuits, and may also violate University policy or State or Federal law, such as the Health Insurance Portability and Accountability Act and the Family Educational Rights and Privacy Act of 1974. [REDACTED] agrees to take reasonable steps to protect sensitive or confidential University information, and agrees that she will not disclose the same, directly or indirectly, to any person or entity without prior written authorization from University. In the event [REDACTED] is required by law to disclose sensitive or confidential University information, she shall use all reasonable efforts to cooperate with and provide University notice as far in advance of any required disclosure in order for University to take action or obtain an order or other assurance that any information required to be disclosed will be in compliance with University policy or State or Federal law.

8. Non-Disparagement, Joint Statement and Non-Confidentiality.

The Parties agree that they shall not make any public statement that may in any way denigrate, disparage or defame the other for past conduct. In this context, "other" includes University's current and future Regents, officers and employees. This

prohibition shall not apply to statements made by a Party in response to public comments that denigrate, disparage or defame that Party. All Parties are free to make truthful statements if compelled by law or court order, or in the context of attorney-client communications, and may testify at any hearing, deposition or trial pursuant to subpoena, and provide documents pursuant to subpoena or as part of an official, administrative investigation when requested by the investigator where such information is relevant.

If necessary, the Parties will release a joint statement concerning [REDACTED] resignation from the University. The Parties further agree to waive any request of the other to keep this Agreement and its terms confidential; therefore, this Agreement and its terms may be disclosed if requested by a third-party. [REDACTED] specifically agrees that she waives her right to privacy as to this Agreement and its terms.

9. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

10. Consultation with Attorneys.

The Parties have carefully read and fully understand all of the provisions and effects of this Agreement, and have thoroughly discussed all aspects of this Agreement with their respective counsel. [REDACTED] has freely, knowingly and voluntarily entered into this Agreement, and neither the University, its agents, representatives or attorneys, have made any representations concerning the terms or effects of this Agreement other than those contained herein.

11. Entire Agreement and Severability.

This Agreement contains the entire agreement of the Parties and supersedes any and all prior or contemporaneous discussions, agreements, representations and warranties. The terms of this Agreement are contractual and not a mere recital. The terms of this Agreement have been negotiated and for purposes of construction or interpretation, no Party shall be deemed to have been its author or drafter. If any provision of this Agreement is declared invalid by a Court or government agency of competent jurisdiction, the remaining portions of the Agreement shall not be affected thereby and shall be enforceable.

12. Attorneys' Fees and Costs.

The Parties agree to waive any past, present or future claims for attorney fees and costs related to the matters herein, and bear all of their own attorneys' fees and

costs. This understanding and agreement is a material part of this Agreement.

13. Governing Law and Choice of Forum.

This Agreement shall be applied, interpreted and construed in accordance with the substantive laws of the State of Hawai'i, and the forum for the resolution of any disputes concerning any aspect of this Agreement, including but not limited to the validity of this Agreement and the interpretation or construction of any of its terms or any alleged breach of its provisions, shall be exclusively in the State of Hawai'i.

14. Cooperation and Modification.

The Parties agree to do all things necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement, which may only be amended in writing by duly authorized representatives of all Parties.

15. Effective Date.

This Agreement is effective on the eighth day following the date upon which it is signed by [REDACTED] provided she has not revoked the Agreement under the ADEA.

IN WITNESS WHEREOF, the Parties and their representatives have voluntarily executed this Agreement on the dates shown below.

Dated January 22, 2010

By:

[REDACTED]

Dated January 22, 2010

By:

M.R.C. Greenwood
M.R.C. GREENWOOD, Ph.D.
PRESIDENT
UNIVERSITY OF HAWAII

APPROVED AS TO FORM:

[REDACTED]

Dated January 22, 2010

By:

[REDACTED]

MUTUAL SETTLEMENT AND RELEASE AGREEMENT

This MUTUAL SETTLEMENT AND RELEASE AGREEMENT ("Agreement"), effective and entered into on December 5, 2011 ("Effective Date"), is between [REDACTED] and the UNIVERSITY OF HAWAII ("University") (collectively the "Parties"), and is agreed to by the Hawai'i Government Employees Association ("HGEA").

RECITALS

WHEREAS, on January 16, 2008 the Parties, with the agreement of the HGEA, entered into a HEAD COACH EMPLOYMENT AGREEMENT ("Employment Agreement") which set forth the mutual promises and agreements between the Parties related to [REDACTED] employment as Head Coach for the University of Hawai'i at Manoa intercollegiate football program at the University; and

WHEREAS, the Employment Agreement was for a term of five (5) years, beginning on January 16, 2008 and ending on January 15, 2013, unless terminated earlier; and

WHEREAS, [REDACTED] presently desires to retire as the Head Coach for the University of Hawai'i at Manoa intercollegiate football program at the University; and

WHEREAS, after concerted discussions, the Parties now voluntarily and mutually agree to terminate the Employment Agreement; and

NOW, THEREFORE, in accordance with the preceding recitals and in consideration of the agreements and representations set forth in this Agreement, the Parties agree as follows:

AGREEMENTS

1. Consideration. In consideration of the Parties' desires, discussions, and voluntary and mutual agreements set forth above, and in lieu of [REDACTED] continued employment by University until January 15, 2013, University agrees to pay [REDACTED] the sum of **SIX HUNDRED THOUSAND DOLLARS (\$600,000.00)** on January 5, 2012 to terminate the Employment Agreement. The Parties also agree that [REDACTED] is entitled to all earned compensation under the Employment Agreement and benefits under Hawai'i state law until January 15, 2012. This Agreement and the consideration paid is in full satisfaction of all rights, obligations and promises by and between [REDACTED] and the University. [REDACTED] agrees that he is not entitled to any further compensation or benefits under the Employment Agreement and/or any other written or verbal representations, other than provided in this Agreement.

2. Mutual Release and Cooperation. The Parties, for themselves and for all persons and/or entities claiming by, through or under them, agree to a mutual release of any and all past, present, and future claims of any kind against one another, whether known or unknown, as well as any claims of any kind by [REDACTED] against University's past, present, and future administrators, regents, officers and employees, which relate in any way to any acts or omissions that occurred up to and including the Effective Date of this Agreement. The released claims include, but are not limited to any State or Federal claims, charges, demands and causes of action of any kind; tort claims of any nature or kind whatsoever for personal injuries, emotional distress, mental stress or other emotional or mental injury; defamation, libel, slander or damage or injury to reputation; contract, promissory estoppel, interference with existing or prospective

economic and/or contractual advantage; and all other claims of any nature, whether common law, statutory or equitable, and/or claims for attorneys' fees and costs and whether known or unknown and based on actions up to the date of the execution of this Agreement. [REDACTED] acknowledges that he has twenty-one (21) days to review and consider this Agreement, which waives his rights and claims under the Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621, et seq.). [REDACTED] acknowledges that he has seven (7) days from the date of execution of this Agreement to rescind the portion of this Agreement relating to the ADEA by giving notice to Brenna Hashimoto, System Director of Human Resources for the University identified below. If so rescinded, only [REDACTED] ADEA claims are preserved and all other portions of this Agreement remain valid and enforceable except that the consideration amount paid to [REDACTED] shall be reduced by fifty percent (50%). The Parties agree that from the Effective Date of this Agreement that [REDACTED] only obligations shall be to remain accessible and provide University his fullest cooperation with respect to any issues that may arise from, relate to, or involve matters occurring during [REDACTED] employment as Head Coach for the University of Hawai'i at Manoa intercollegiate football program at the University, including, but not limited to, providing information requested and attending meetings, interviews and hearings, at University's expense and at the mutual convenience of the Parties.

3. Tax Consequences are the Sole Responsibility of [REDACTED]
[REDACTED] acknowledges and agrees that neither University nor their attorneys have expressed any opinions or made any representations concerning the tax consequences associated with the Consideration payment described above and that [REDACTED] has

had the benefit of, or the opportunity to seek advice from his own counsel or other advisors. [REDACTED] further agrees that if any form of tax is imposed on the payment described above, he will be solely responsible for and will pay any such tax, and that he will indemnify, defend and hold University harmless from any tax claims (including without limitation, fines, penalties, interest, attorney's fees and costs) made by any governmental entity relating to the payments made herein to or on behalf of [REDACTED]

4. Confidentiality. The Parties agree to waive any request of the other to keep this Agreement and its terms confidential, and therefore the Agreement may be disclosed if requested by a third-party. [REDACTED] specifically agrees that he waives his right to privacy as to this Agreement and its terms.

5. Non-Disparagement. The Parties agree to not make disparaging or negative remarks about the other. As to the University, the University will be responsible for the actions of its current, past and future administrators, regents and officers. All Parties are free to make truthful statements if compelled by law or court order to do so or in the context of attorney-client communications. Nothing contained herein shall prohibit the Parties from testifying at any hearing, deposition or trial pursuant to subpoena, or from providing documents pursuant to subpoena or as part of an official, administrative investigation when requested by the investigator where such information is relevant. The Parties agree to act in good faith and that neither side shall cause to be initiated any frivolous investigations or actions against the other Party.

6. Attorneys' Fees and Costs. The Parties agree to waive any past or future claims for attorney's fees and costs related to the matters herein, and bear all of their own

attorney's fees and costs. This understanding and agreement is a material part of this Agreement.

7. Governing Law, Choice of Forum. This Agreement shall be applied, interpreted and construed in accordance with the substantive laws of the State of Hawai'i, and the forum for the resolution of any disputes concerning any aspect of this Agreement, including but not limited to the validity of this Agreement, the interpretation or construction of any of its terms or any alleged breach of its provisions, shall be exclusively in the State of Hawai'i. Either Party to this Agreement is entitled to enforce the terms of this Agreement.

8. Counterparts. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original, but all counterparts shall constitute one and the same document, and in making proof of this Agreement, it shall not be necessary to prove or account for more than one such counterpart.

9. Consultation with Attorneys. The Parties have carefully read and fully understand all of the provisions and effects of this Agreement, and have thoroughly discussed all aspects of this Agreement with their respective counsel. [REDACTED] has voluntarily entered into this Agreement and neither the University, its agents, representatives nor attorneys have made any representations concerning the terms or effects of this Agreement other than those contained herein.

10. Fair Representation. [REDACTED] acknowledges that he has been fully and fairly represented by HGEA and clearly and voluntarily accepts this Agreement with full knowledge and understanding of its content and meaning. Further, [REDACTED] is

fully satisfied with this Agreement and hereby releases HGEA from any and all liability arising out of its representation in these matters.

11. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes any and all prior or contemporaneous discussions, agreements, representations and warranties. The terms of this Agreement are contractual and not a mere recital. The terms of this Agreement have been negotiated and for purposes of construction or interpretation, no Party shall be deemed to have been its author or drafter. If any of the provisions of this Agreement are declared invalid by a Court or government agency of competent jurisdiction, the remaining portions of the Agreement shall not be affected thereby and shall be enforceable.

IN WITNESS WHEREOF, the Parties hereto have executed or caused this Agreement to be executed by their duly authorized representative, below, effective as of the Effective Date.

BOARD OF REGENTS
UNIVERSITY OF HAWAI'I

By: [Signature]
James Donovan, III
Athletics Director
University of Hawai'i at Manoa

By: [Signature]
Virginia S. Hinshaw
Chancellor
University of Hawai'i at Manoa

[Redacted Signature Block]

By: [Signature]
Bert T. Kobayashi, Jr.
Attorney for
[Redacted Name]

By: Brenna H. Hashimoto
Brenna H. Hashimoto
System Director of
Human Resources

HAWAII GOVERNMENT
EMPLOYEES ASSOCIATION
AFSCME, LOCAL 152, AFL-CIO

By: Randy Perreira
Randy Perreira
Executive Director