

## AMENDMENT NUMBER 1 TO EMPLOYMENT AGREEMENT

This is Amendment Number 1 to the Employment Agreement between **THE UNIVERSITY OF TENNESSEE**, for and on behalf of The University of Tennessee, Knoxville (“UTK”) and UTK’s Athletics Department (collectively, the “University”), and **JOEY HALZLE** (“Coach”) that became effective on June 6, 2022. In consideration of the covenants contained in this Amendment Number 1, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

The University and Coach agree to extend the Term of the Employment Agreement by two (2) years. Accordingly, Article I, Section 1.2 of the Employment Agreement is amended by deleting the date of “January 31, 2024” and inserting instead the date of “January 31, 2026.”

Article II, Section 2.2.1 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

**Section 2.2.1. Supplemental Pay.** The University agrees to pay Coach additional annualized compensation payable from income earned by the University under the University’s various broadcast, endorsement, and/or consultation contracts (“Supplemental Pay”) in the amount of Five Hundred Sixty Thousand Dollars (\$560,000). The University shall pay the Supplemental Pay to Coach in equal monthly installments in accordance with the University’s customary monthly payroll procedures, with partial years or months prorated. Supplemental Pay shall not be increased in accordance with the terms of any across the board or merit salary increase authorized or mandated for University employees by the State of Tennessee or the University.

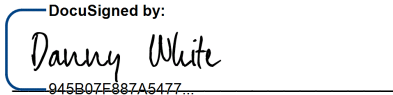
Article III, Section 3.3.2 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

**Section 3.3.2. Coach Separation Payment.** If Coach terminates Coach’s employment without cause at any time during the Term, then Coach (or a third party on Coach’s behalf) shall pay the University a separation payment (“Coach Separation Payment”) in an amount equal to the total compensation (Base Pay plus Supplemental Pay) that would have otherwise been payable to Coach through the end of the Term had he not terminated the Agreement. Payment of the Coach Separation Payment shall be paid to the University before the last day of the month following the month in which Coach terminates the Agreement. Coach’s obligation to pay the Separation Payment may be waived by the University in writing signed by the UTK Chancellor, for good cause and upon request of the Head Football Coach made to the Chancellor through the Athletics Director.

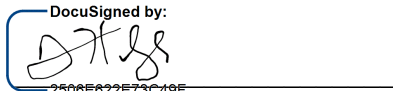
Except as revised by this Amendment Number 1, the Employment Agreement remains in full force and effect.

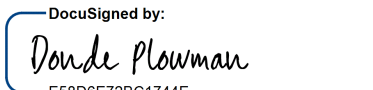
IN WITNESS WHEREOF, the parties have executed this Amendment Number 1 on the dates indicated below.

**THE UNIVERSITY OF TENNESSEE**

By:   
\_\_\_\_\_  
**Dr. Daniel J. White**  
**Vice Chancellor and Director of Athletics**  
**The University of Tennessee, Knoxville**  
  
12/20/2022 | 13:53:37 PST  
\_\_\_\_\_  
**Date**

**JOEY HALZLE**

  
\_\_\_\_\_  
**Joey Halzle**  
  
12/16/2022 | 15:31:02 PST  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Dr. Donde Plowman, Chancellor**  
**The University of Tennessee, Knoxville**  
  
12/23/2022 | 15:25:23 MST  
\_\_\_\_\_  
**Date**