

AMENDMENT NUMBER 2 TO EMPLOYMENT AGREEMENT

This is Amendment Number 2 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 **WILLIE MARTINEZ** (“Coach”) that became effective on April 25, 2022 and was amended on January 31, 2023. In consideration of the covenants contained in this Amendment Number 2, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Article I, Section 1.2 of the Employment Agreement is amended by deleting the current language in the first sentence in its entirety and substituting the following language:

Section 1.2. TERM. The term of this Agreement shall be from February 18, 2021, through January 31, 2025 (the “Term”), unless Coach's employment is terminated sooner as provided in this Agreement (in which case the “Term” will end when Coach's employment is terminated).

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 accordance with the following schedule:

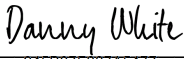
<u>Contract Year</u>	<u>Supplemental Pay</u>
February 18, 2021 through January 31, 2022	\$135,000
February 1, 2022 through January 31, 2023	\$175,000
February 1, 2023 through January 31, 2024	\$250,000
February 1, 2024 through January 31, 2025	\$250,000

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.

Except as revised by this Amendment Number 2, the Employment Agreement, as previously amended by Amendment Number 1, 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: DocuSigned by:

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Dr. Daniel J. White
Vice Chancellor and Director of Athletics
The University of Tennessee, Knoxville

2/1/2024 | 09:56:14 PST

Date

DocuSigned by:

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Dr. Donde Plowman, Chancellor
The University of Tennessee, Knoxville

2/1/2024 | 13:56:17 MST

Date

WILLIE MARTINEZ

DocuSigned by:

7A72636BF20C4BD...
Willie Martinez

1/30/2024 | 12:55:59 PST

Date