

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 **JOSHUA K. HEUPEL** ("Coach") that became effective on March 31, 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 one (1) year. Accordingly, Article I, Section 1.2 of the Employment Agreement is amended by deleting the date of "January 31, 2027" and inserting instead the date of "January 31, 2028."

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 following amounts: (1) Three Million Seven Hundred Twenty-Five Thousand Dollars (\$3,725,000) for the period from January 27, 2021 through December 31, 2021 and (2) Four Million Seven Hundred Twenty-Five Thousand Dollars (\$4,725,000) for the period from January 1, 2022 through January 31, 2023 and then for each of the remaining Contract Years in the Term. 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 3.1.2 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

Section 3.1.2. University Separation Payment. If the University terminates Coach's employment without Cause, then the University shall pay Coach a separation payment ("University Separation Payment") in the amount of: (i) one hundred percent (100%) of the Base Pay and Supplemental Pay which would have been payable from the date of termination through January 31, 2028, if such termination occurs before December 15, 2024; or (ii) seventy-five percent (75%) of the Base Pay and Supplemental Pay which would have been payable from the date of termination through January 31, 2028, if such termination occurs on or after December 15, 2024, but before December 15, 2026; or (iii) fifty percent (50%) of the Base Pay and Supplemental Pay which would have been payable from the date of termination through January 31, 2028, if such termination occurs on or after December 15, 2026. Payment of the University Separation Payment shall be made in equal monthly installments over a period equal to the number of months remaining between the University Termination Date and January 31, 2028, with the first monthly installment of the University Separation Payment due on or before the last day of the month following the month in which Coach's employment was terminated. The University's obligations to pay the University Separation Payment shall not accrue interest (so long as not in arrears). As a condition of being eligible to receive the University Separation Payment, Coach shall be required to: (i) execute a waiver and release of claims substantially in the form attached as Appendix A (which may be modified to conform to subsequent changes in the law or by mutual agreement of the parties) and incorporated herein by reference, and (ii) use his reasonable efforts to mitigate the University's obligation to pay the University Separation Payment by making reasonable and diligent efforts as soon as practicable following termination to obtain another comparable employment or paid services position. The following are considered comparable employment: (a) head coach with a Power Five or Group of Five school, or with an NFL team or (b) an offensive coordinator with a Power Five or NFL team (any job mentioned above is herein referred to as a "Required Job"). Coach's failure to satisfy either condition will nullify the University's obligation to make the University Separation

Payment. During the period of time in which the University is obligated to make the University Separation Payment, Coach shall promptly report to the University on a quarterly basis all non-passive income earned from any of the Required Jobs or any other employment (whether as an employee or independent contractor). For each month from the termination date through the end of the Term, the University shall have the right to deduct or offset any and all such non-passive income of Coach from any of the Required Jobs or any other employment (whether as an employee or independent contractor) from the monthly University Separation Payment installment.

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:

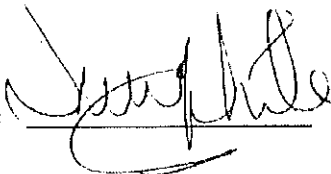
Section 3.3.2. Coach Separation Payment. If Coach terminates Coach's employment without cause at any time during the Term, then Coach (or a third party on Coach's behalf) shall pay the University a separation payment ("Coach Separation Payment") in the amount of: (i) \$8,000,000 in the event such termination occurs prior to December 15, 2023; or (ii) \$6,000,000 in the event such termination occurs on or after December 15, 2023, but prior to December 15, 2024; or (iii) \$4,000,000 in the event such termination occurs on or after December 15, 2024, but prior to December 15, 2025; or (iv) \$3,000,000 in the event such termination occurs on or after December 15, 2025, but prior to December 15, 2026; or (v) \$2,000,000 in the event such termination occurs on or after December 15, 2026, but prior to December 15, 2027 (with no payment being due in the event such termination occurs on or after December 15, 2027). 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 gave notice he was terminating his employment.

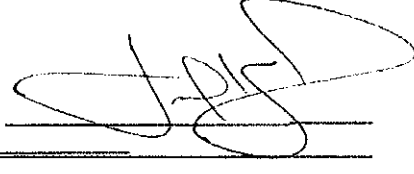
Except as revised by this Amendment Number 1, the Employment Agreement remains in full force and effect.

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

THE UNIVERSITY OF TENNESSEE

JOSHUA K. HEUPEL

By: 



Dr. Daniel J. White

Joshua K. Heupel

Vice Chancellor and Director of Athletics

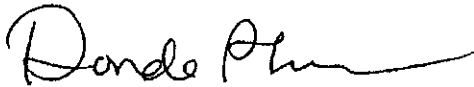
The University of Tennessee, Knoxville

Date

7.27.22

Date

7.24.22



Dr. Donde Plowman, Chancellor

The University of Tennessee, Knoxville

Date _____

The University of Tennessee

DocuSigned by:
2 Signature: Chris Cimino
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Name: Chris Cimino

Title: Sr. Vice Chancellor for Finance & Administration

Date: 8/1/2022