

**AMENDED AND RESTATED  
AMENDMENT NUMBER 2 TO EMPLOYMENT AGREEMENT**

This is Amended and Restated Amendment Number 2 to the Employment Agreement between THE UNIVERSITY OF TENNESSEE (“University”) and ANTHONY GREGORY VITELLO (“Coach”) that became effective on June 19, 2019, as amended by the Uniform Amendment on Contracting Authority and the Uniform Special Pandemic Amendment that became effective on November 10, 2020, and Amendment Number 1, which became effective on July 13, 2021, and Amendment 2, which became effective on May 31, 2024, which is hereby amended, restated, and replaced in its entirety. Whereas, the Coach and the University’s baseball program won the 2024 Men’s College World Series and mutually desire to better both the Coach and the University’s program as set forth herein. In consideration of the covenants contained in this Amended and Restated Amendment Number 2, 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 is amended by deleting date of “June 30, 2028” and substituting the date of “June 30, 2029.”

Article II, Section 2.1 is amended by deleting that section in its entirety and substituting the following:

**Section 2.1 Base Pay.** As payment and consideration for the services to be performed by Coach under this Agreement, the University agrees to pay Coach an annualized salary (“Base Pay”) in accordance with the following schedule, subject to all applicable state and federal tax reporting and withholding requirements:

<u><b>Contract Year</b></u>	<u><b>Base Pay</b></u>
July 1, 2024 – June 30, 2025	\$350,000
July 1, 2025 – June 30, 2026	\$350,000
July 1, 2026 – June 30, 2027	\$350,000
July 1, 2027 – June 30, 2028	\$350,000
July 1, 2028 – June 30, 2029	\$350,000

The University shall pay the Base Pay in equal monthly installments in accordance with the University’s customary monthly payroll procedures, with partial years or months prorated. The Base 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. The Base Pay is subject to the same furlough and temporary salary reduction measures that may be imposed from time-to-time by the University on its exempt employees.

**Section 2.1.1 Signing Bonus.** As further payment and consideration for the services to be performed by Coach under the Agreement, the University will pay the Coach a one-time signing bonus of \$250,000 on or before the forty-fifth (45<sup>th</sup>) day following the execution of this Amended and Restated Amendment Number 2.

Article II, Section 2.2.1 is amended by deleting that section in its entirety and substituting the following:

**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 an amount equal to the sum of (i) Two Million, Six-Hundred and Fifty Thousand Dollars (\$2,650,000) plus (ii) seventy-five percent (75%) of any revenue received by the University from an endorsement or consultation contract with a bat/equipment manufacturer in excess of One Hundred Thousand Dollars (\$100,000) in revenue, subject to all applicable state and federal tax reporting and withholding requirements (for example, if the University receives \$200,000 in revenue from an endorsement contract with a bat/equipment manufacturer, then the University will pay Coach Supplemental Pay in an amount of \$2,725,000). 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 II, Section 2.3.1 is amended by deleting that section in its entirety and substituting the following:

**Section 2.3.1 SEC/NCAA Achievement.** Coach is eligible to receive a maximum of one (1) incentive payment per Contract Year under this Section 2.3.1 (for clarity, such maximum is \$200,000), which shall be based on the highest achievement of the Team:

- |   |           |
|---|-----------|
| (a) Team appearance in the NCAA Regionals   | \$40,000  |
| (b) Host NCAA Regionals as a Top 16 National Seed   | \$60,000  |
| (c) Winning the SEC Regular Season Championship<br>(as determined by the SEC) or<br>SEC Tournament Championship | \$80,000  |
| (d) Appearance in the NCAA Super Regionals  | \$100,000 |
| (e) Host NCAA Super Regionals as a Top 8 National Seed  | \$120,000 |
| (f) Appearance in the NCAA College World Series   | \$140,000 |
| (g) Appearance in the NCAA College World Series<br>Championship Series  | \$160,000 |
| (h) NCAA College World Series Champion  | \$200,000 |

Article II is amended by adding a new Section 2.3.4 as follows:

**Section 2.3.4 College World Series Championship Achievement.** Notwithstanding the language contained in Section 2.3, the University will pay Coach a one-time bonus of \$200,000 on or before the thirtieth (30<sup>th</sup>) day following the execution of this Amended and Restated Amendment Number 2 for winning the 2024 Men’s College World Series during the 2023-2024 Contract Year.

Article III, Section 3.1.2 is amended by deleting that section in its entirety and substituting the following:

**Section 3.1.2 University Separation Payment.** If the University terminates this Agreement without cause, then the University shall pay Coach a separation payment (the “University Separation Payment”) in accordance with the following schedule:

<b><u>University Termination Date</u></b>	<b><u>University Separation Payment</u></b>
July 1, 2024 – June 30, 2029	One hundred percent (100%) of the aggregate Base Pay plus Supplemental Pay that would have been owed to Coach for the remainder of the Term as of the University Termination Date

Article III, Section 3.3.2 is amended by deleting that section in its entirety and substituting the following:

**Section 3.3.2 Coach Separation Payment and Separation Payment Schedule.** If Coach terminates this Agreement without cause, then Coach (or a third party on Coach’s behalf) shall pay the University a separation payment (the “Coach Separation Payment”) in accordance with the following schedule:

<b><u>Coach Termination Date</u></b>	<b><u>Coach Separation Payment</u></b>
July 1, 2024 – June 30, 2025	\$4,000,000
July 1, 2025 – June 30, 2026	\$3,000,000
July 1, 2026 – June 30, 2027	\$2,000,000
July 1, 2027 – June 30, 2028	\$800,000
July 1, 2028 – June 30, 2029	\$400,000

Notwithstanding anything to the contrary herein, because the parties acknowledge that stability and alignment in the leadership of the University is critical to the success of the Coach's baseball program, if Dr. Daniel J. White is not employed by the University as the Vice Chancellor and Director of Athletics as of the Coach Termination Date described above, then the Coach Separation Payment shall be reduced to an amount equal to fifty percent (50%) of the applicable Coach Separation Payment.

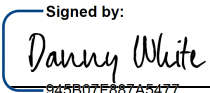
Payment of the Coach Separation Payment shall be made to the University within forty-five (45) days of the Coach Termination Date.

Except as revised by this Amended and Restated Amendment Number 2, the Employment Agreement, as amended, remains in full force and effect.

**IN WITNESS THEREOF**, the parties hereto have executed this Amended and Restated Amendment Number 2 to Employment Agreement on the dates shown below.

**THE UNIVERSITY OF TENNESSEE**


**ANTHONY GREGORY VITELLO**

By:   
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**Dr. Daniel White**  
**Vice Chancellor and**  
**Director of Athletics**

Signed by:  
  
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8/23/2024 | 10:03:54 PDT  
Date

8/23/2024 | 08:17:37 PDT  
Date

By:   
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**Dr. Donde Plowman**  
**Chancellor**  
**The University of Tennessee,**  
**Knoxville**

8/23/2024 | 13:03:36 MDT  
Date