

AMENDMENT NUMBER 1 TO EMPLOYMENT AGREEMENT

This is Amendment Number 1 to the Employment Agreement between THE UNIVERSITY OF TENNESSEE ("University") and EVE RACKHAM ("Coach") that became effective on January 12, 2018, as amended by the Uniform Amendment that became effective on June 24, 2020. 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 by the parties, 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, 2023" and inserting instead the date of "January 31, 2025."

Article II, Section 2.1 of the Employment Agreement is amended by increasing the Base Pay for February 1, 2021 - January 31, 2022 to "\$175,000" and for February 1, 2022 - January 31, 2023 to "\$185,000" and adding the following new language regarding Base Pay for February 1, 2023 - January 31, 2025:

<u>Contract Year</u>	<u>Base Pay</u>
February 1, 2023 - January 31, 2024	\$190,000
February 1, 2024 - January 31, 2025	\$195,000

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. 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:

<u>Date of Termination by University</u>	<u>Amount of University Separation Payment</u>
January 12, 2018 - January 31, 2022	\$400,000
February 1, 2022 - January 31, 2023	\$300,000
February 1, 2023 - January 31, 2024	\$225,000
February 1, 2024 - January 31, 2025	Base Pay (prorated) that would have been owed to Coach for the remainder of the Term as of the date of the

termination of the Agreement

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:

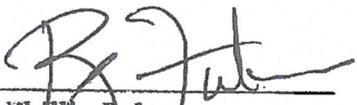
Section 3.3.2. Coach Separation Payment. If Coach terminates this Agreement without cause at any time during the Term, then Coach (or a third party on Coach's behalf) shall pay the University a separation payment ("Coach Separation Payment") calculated as follows:

<u>Date of Termination by Coach</u>	<u>Amount of Coach Separation Payment</u>
January 12, 2018 - January 31, 2023	\$200,000
February 1, 2023 - January 31, 2024	\$100,000
February 1, 2024 - January 31, 2025	\$0

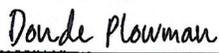
Except as revised by this Amendment Number 1, the Employment Agreement, as amended by the Uniform Amendment, remains in full force and effect.

THE UNIVERSITY OF TENNESSEE

EVE RACKHAM

By: 
 Phillip Fulmer
 Vice Chancellor and Director of Athletics
 The University of Tennessee, Knoxville
 7/8/20
 Date


 Eve Rackham
 July 7, 2020
 Date

DocuSigned by:

 695DD5724622407
 Dr. Donde Plowman, Chancellor
 The University of Tennessee, Knoxville
 7/15/2020
 Date

DocuSigned by:

 Chris Cimino 7/13/2020
 AACC2AF7E26F45F
 Chris Cimino Date
 Sr. Vice Chancellor for Finance & Administration