

**AMENDMENT NUMBER 2 TO EMPLOYMENT AGREEMENT**

This is Amendment Number 2 to the Employment Agreement between THE UNIVERSITY OF TENNESSEE (the "University") and RICK BARNES ("Coach") that became effective on September 6, 2018, as amended by Amendment Number 1 that became effective on April 26, 2019, the Uniform Amendment on Contracting Authority that became effective on October 22, 2020, and the Special Amendment to Employment Agreement (based on the pandemic) that became effective on December 5, 2020 (collectively the "Employment Agreement"). 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 by the parties, the parties agree as follows:

The University and Coach agree to extend the Term of the Employment Agreement by an additional two (2) years to expire on April 15, 2026. Accordingly, Article I, Section 1.2 is amended by deleting the date of "April 15, 2024" in the first and fourth sentences and substituting the date of "April 15, 2026."

Article II, Section 2.2.1 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:

<b><u>Contract Year</u></b>	<b><u>Supplemental Pay</u></b>
May 1, 2019 - April 30, 2020	\$4,455,000
May 1, 2020 - April 30, 2021	\$4,705,000
May 1, 2021 - April 30, 2022	\$4,955,000
May 1, 2022 - April 30, 2023	\$5,205,000
May 1, 2023 - April 30, 2024	\$5,455,000
May 1, 2024 - April 30, 2025	\$5,555,000
May 1, 2025 - April 15, 2026	\$5,655,000

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 3.1.2 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:

<b><u>Date of Termination by University</u></b>	<b><u>Amount of University Separation Payment</u></b>
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May 1, 2021 - April 30, 2024

One hundred percent (100%) of the aggregate Base Pay and Supplemental Pay that Coach would have earned under this Amendment Number 2 and the Employment Agreement between the Termination Date and April 15, 2026

May 1, 2024 - April 15, 2026

Fifty percent (50%) of the aggregate Base Pay and Supplemental Pay that Coach would have earned under this Amendment Number 2 and the Employment Agreement between the Termination Date and April 15, 2026

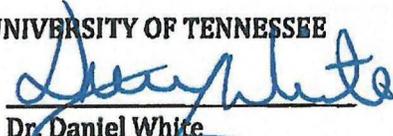
Article III, Section 3.3.2 of the Employment Agreement is amended by deleting the date of "April 15, 2024" in the first and second sentences and substituting the date of "April 15, 2026."

Except as revised by this Amendment Number 2, the Employment Agreement, as previously amended by Amendment Number 1, the Uniform Amendment on Contracting Authority, and the Uniform Special Pandemic Amendment, remains in full force and effect. Except that the waiver to Incentive Compensation to Coach made by agreement in the Special Amendment to Employment Agreement (based on the pandemic) is hereby released and terminated and all Incentive Compensation that Coach is eligible to earn pursuant to the Employment Agreement IS NOT waived for the 2021-22 basketball season and for all seasons through the Term of the Employment Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 2 on the dates indicated below.

THE UNIVERSITY OF TENNESSEE

By:

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

Date

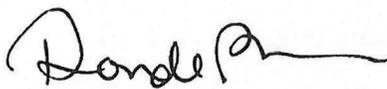
6-17-21

RICK BARNES

  
Rick Barnes

Date

6/15/21



Dr. Donde Plowman  
Chancellor  
The University of Tennessee, Knoxville

Date

6-19-21