## AMENDMENT NUMBER 2 TO EMPLOYMENT AGREEMENT

This is Amendment Number 2 (the "Amendment") to the Employment Agreement between **THE UNIVERSITY OF TENNESSEE**, on behalf of its Knoxville campus and its athletics department (collectively, the "University"), and **KURT SCHMIDT** ("Coach"), effective on April 19, 2022, as amended. In consideration of the covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. Article I, Section 1.2 of the Employment Agreement is hereby amended by deleting the date of "January 31, 2025" and inserting instead the date of "January 31, 2026."
- 2. Article II, Section 2.2.1 of the Employment Agreement is hereby amended by deleting the current language in its entirety and substituting the following language:

**Section 2.2.1.** <u>Supplemental Pay.</u> 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 in accordance with the following schedule:

Contract YearSupplemental PayFebruary 1, 2025 through January 31, 2026\$185,000

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.

3. Article II, Section 2.3.1 of the Employment Agreement is hereby amended by deleting the current language in its entirety and substituting the following language:

**Section 2.3.1.** A maximum of one (1) of the following (payment based on highest goal achieved in this subsection):

- (a) Appearing in a bowl game 8.33%
- (b) Appearing in a CFP First Round game 12%
- (c) Appearing in a CFP Quarterfinal Game 14%
- (d) Appearing in a CFP Semifinal Game 16%
- 4. Terms not defined herein shall have the same meaning as set forth in the Agreement. Except as revised by this Amendment, the Employment Agreement remains in full force and effect.

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

## THE UNIVERSITY OF TENNESSEE

By:

Danny White

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

2/13/2025 | 12:11:30 PST

Date

—DocuSigned by:

Donde Plowman

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

2/14/2025 | 12:46:52 MST

**Date** 

**KURT SCHMIDT** 

—signed by: Eurt Sclumidd

Kurt Schmidt

2/10/2025 | 10:43:30 PST

Date