

AMENDMENT NUMBER 3 TO EMPLOYMENT AGREEMENT

This is Amendment Number 3 (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 **WILLIE MARTINEZ** ("Coach"), effective on April 25, 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, 2027."
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. 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:

<u>Contract Year</u>	<u>Supplemental Pay</u>
February 1, 2025 through January 31, 2026	\$250,000
February 1, 2026 through January 31, 2027	\$250,000

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 the 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% |

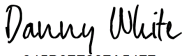
4. Terms not defined herein shall have the same meaning as set forth in the Agreement. Except as revised by this Amendment, the Employment Agreement, as previously amended, remains in full force and effect.

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

THE UNIVERSITY OF TENNESSEE

By:

Signed by:



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

2/13/2025 | 12:10:09 PST
Date

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

2/14/2025 | 12:45:07 MST
Date

WILLIE MARTINEZ

DocuSigned by:



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Willie Martinez

2/9/2025 | 14:55:05 PST
Date