

AMENDMENT NUMBER 3 TO EMPLOYMENT AGREEMENT

This is Amendment Number 3 to the Employment Agreement between **THE UNIVERSITY OF TENNESSEE** ("University"), an instrumentality of the State of Tennessee, for and on behalf of The University of Tennessee at Chattanooga ("UTC") and its Athletics Department (collectively, the "University"), and **RUSSELL WRIGHT** ("Coach") (the "Employment Agreement"). In consideration of the covenants contained in this Amendment Number 3, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

ARTICLE I of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

SECTION 1.1. PURPOSE. Subject to the terms and conditions stated in this Agreement, the University agrees to employ Coach and Coach agrees to be employed by the University as the head coach of UTC's intercollegiate football team ("Head Football Coach").

SECTION 1.2. TERM. The term of this Agreement shall be from December 19, 2018 through December 31, 2025, unless sooner terminated as provided in this Agreement (the "Term"). The University may allow the Term to expire and elect not to renew Coach's employment as Head Football Coach without complying with any University Rules applicable to staff-exempt employees who do not serve under a contract of employment for a definite term. Oral agreements to renew or extend the Term are invalid and nonbinding.

SECTION 1.3. INCENTIVE – TERM EXTENSION. For each regular season during the Term (i) after the 2021 regular season and (ii) in which the Team wins eight (8) or more regular season games against NCAA Division I football teams, the University will agree to extend the Term by one (1) additional year. Any one-year extension of the Term pursuant to this Section 1.3 must be in writing and signed by the parties in accordance with Article XII, Section 12.2 of this Agreement in order to be valid and binding.

ARTICLE II, Section 2.1 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

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 annual salary ("Base Pay") in the amount of Two Hundred Ten Thousand Dollars (\$210,000.00) effective as of March 1, 2022, subject to all applicable state and federal tax reporting and withholding requirements. The University shall pay the Base Pay to Coach in twelve (12) equal monthly installments in accordance with the University's customary monthly payroll procedures, with any part of a month prorated. The Base Pay shall not be increased in accordance with the terms of any across-the-board salary increase authorized or mandated for University employees by the State of Tennessee or the University if the University determines that Coach qualifies for the increase under the terms of the authorization or mandate.

ARTICLE II, Section 2.3 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

SECTION 2.3. INCENTIVE COMPENSATION – COACH. In recognition of exemplary athletic and academic performance by the football team (the "Team") and the additional work required by Coach therewith, and as an incentive for Coach to assist the Team in achieving the goals described below, the University agrees to pay Coach, if earned, annual incentive compensation in an amount equal to the sum of the amounts described in subsections (a)-(i), subject to all applicable state and

federal tax reporting and withholding requirements:

- (a) A maximum of one (1) of the following:
 - (i) Team wins the Southern Conference regular season championship (solo or shared) \$5,000
 - (ii) Team participates in the FCS Playoffs \$5,000
- (b) Team advances to the Second Round of the FCS Playoffs \$1,500
- (c) Team advances to the Quarterfinals of the FCS Playoffs \$1,500
- (d) Team advances to the Semifinals of the FCS Playoffs \$1,500
- (e) Team appears in the FCS National Championship Game \$7,500
- (f) Team wins the FCS National Championship \$10,000
- (g) Coach wins the award for the Southern Conference Coach of the Year (solo or shared), as determined by the Southern Conference coaches or media \$5,000
- (h) The single-year academic "APR" score for the football program meets or exceeds the NCAA benchmark score \$5,000
- (i) Coach is employed as the Head Football Coach at UTC as of March 1 (Coach is not eligible for annual retention bonus until March 1, 2023) \$25,000

Annual incentive compensation due under this Section 2.3 relating to athletic performance shall be paid by the University on or before March 1 following the conclusion of the football season in which the goal was achieved. Incentive compensation relating to APR scores will be paid on or before sixty (60) days following the date on which a determination is made that such a goal has been met (finalization of APR scores following the APR adjustment period, which shall also be the date on which such academic incentive compensation is accrued). However, annual incentive compensation described in this Section 2.3 shall be earned by and payable to Coach only if Coach is employed as Head Football Coach on the day of the event that forms the basis for the incentive compensation.

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. UNIVERSITY SEPARATION PAYMENT. If the University terminates this Agreement without Cause pursuant to Section 3.1.1, then the University shall pay Coach a separation payment in an amount equal to fifty percent (50%) of the monthly rate of Base Pay times the number of months remaining until December 31, 2025, with any part of a month prorated and subject to all applicable state and federal tax reporting and withholding requirements (the "University Separation Payment"). Payment of the University Separation Payment shall be made in equal monthly installments over the time remaining until December 31, 2025 (the "Offset Period"), with the first monthly installment of the Separation Payment due on or before the last day of the month following the month in which the Termination Date occurred (e.g., if the

Agreement is terminated on October 15, then the first monthly installment of the Separation Payment would be due on or before November 30). Within a reasonable time following the termination of this Agreement without Cause pursuant to this Section 3.1, the parties shall provide each other with contact information sufficient to facilitate the provision of the notices, documents, and information required by this Section 3.1.

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") in accordance with the following schedule:

<u>Date of Termination by Coach</u>	<u>Coach Separation Payment Owed</u>
On or Before February 9, 2024	Two (2) times one year of Base Pay
February 10, 2024 - February 9, 2025	One and a half times (1.5) one year of Base Pay
On or After February 10, 2025	One (1) year of Base Pay

The Coach Separation Payment shall be paid to the University before the last day of the second month following the month in which the Coach Termination Date occurs (e.g., if the Coach Termination Date is January 15, then the Coach Separation Payment shall be paid to the University before March 31).

Except as revised by this Amendment Number 3, the Employment Agreement (as previously amended) remains in full force and effect.

[signature page follows - remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Amendment Number 3 on the dates indicated below.

THE UNIVERSITY OF TENNESSEE

By: Mark Wharton
Mark Wharton
Vice Chancellor and
Director of Athletics
University of Tennessee at
Chattanooga
1/24/2022
Date

Steven R. Angle
Dr. Steven R. Angle
Chancellor
University of Tennessee at
Chattanooga
1-25-2022
Date

RUSSELL WRIGHT
Russell W. Wright
Russell Wright
1/21/22
Date