

**AMENDMENT NUMBER 4 TO EMPLOYMENT AGREEMENT**

This is Amendment Number 4 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 4, 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, Section 1.2** of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

**SECTION 1.2. TERM.** The term of this Agreement shall be from December 19, 2018, through January 31, 2029, 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.

**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 Twenty-Five Thousand Dollars (\$225,000.00) effective as of February 1, 2024, 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)-(k), 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 outright   | \$15,000 |
| (ii) | Team wins a share of the Southern Conference regular season championship | \$5,000  |

(iii)	Team participates in the FCS Playoffs	\$5,000
(b)	Team advances to the Second Round of the FCS Playoffs	\$2,500
(c)	Team advances to the Quarterfinals of the FCS Playoffs	\$2,500
(d)	Team advances to the Semifinals of the FCS Playoffs	\$2,500
(e)	Team appears in the FCS National Championship Game	\$7,500
(f)	Team wins the FCS National Championship	\$10,000
(g)	Team wins against a FBS opponent	\$10,000
(h)	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
(i)	Coach wins National Coach of the Year (in any media or coaches poll)	\$5,000
(j)	The single-year academic "APR" score for the football program meets or exceeds the NCAA benchmark score	\$5,000
(k)	Coach is employed as the Head Football Coach at UTC as of March 1 (annually)	\$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 January 31, 2029, 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 January 31, 2029 (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, 2026	Two (2) times one year of Base Pay
February 10, 2026 - February 9, 2027	One and a half times (1.5) one year of Base Pay
On or After February 10, 2027	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 4, the Employment Agreement (as previously amended) remains in full force and effect.

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

