

AMENDMENT NUMBER 1 TO EMPLOYMENT AGREEMENT

This is Amendment Number 1 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 and its Athletics Department, and **RUSSELL WRIGHT** ("Coach") that became effective on December 19, 2018. In consideration of the covenants contained in this Amendment Number 1, 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 December 31, 2024, 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 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, 2024, 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, 2024 (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 December 31, 2021	Two (2) times one year of Base Pay
January 1, 2022 – December 31, 2022	One and a half times (1.5) one year of Base Pay
On or After January 1, 2023	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 1, the Employment Agreement 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 1 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

12/10/19
Date

Steven R. Angle
Dr. Steven R. Angle
Chancellor
University of Tennessee at
Chattanooga

12-11-19
Date

DocuSigned by:

David Miller
~~David Miller~~
Chief Financial Officer
The University of Tennessee

12/12/2019 | 05:55:55 PST
Date

RUSSELL WRIGHT

Russell W. Wright
Russell Wright

12/10/2019
Date