

AMENDMENT NUMBER 1 TO EMPLOYMENT AGREEMENT

This is Amendment Number 1 ("Amendment") to the Employment Agreement between **THE UNIVERSITY OF TENNESSEE** ("University") and **KURT MCGUFFIN** ("McGuffin") that was fully executed on June 20, 2017 (the "Employment Agreement").

In consideration of the mutual promises and benefits of this Amendment, the parties agree as follows:

Article II of the Employment Agreement is amended by adding the following language as a new section:

Section 2.6. The University agrees to pay McGuffin a one-time bonus of Three Thousand Two Hundred Dollars (\$3,200) (gross) on or before January 31, 2019.

Section 2.7. Effective beginning with the 2018-2019 fiscal year, the University agrees to pay McGuffin, if earned based on academic and fiscal achievements, annual incentive compensation in an amount equal to the sum of the amounts described in subsections (a)-(e), subject to all applicable state and federal tax reporting and withholding requirements:

<u>Achievement</u>	<u>Incentive Compensation</u>
(a) If the single year NCAA Academic Progress Rate for all of UTM's intercollegiate athletics teams is above 950	\$800
(b) If the overall NCAA Graduation Success Rate for UTM's intercollegiate athletics teams equals or exceeds 75%	\$800
(c) If the annual cumulative grade point average for all of UTM's intercollegiate athletics teams equals or exceeds 2.95	\$800
(d) If the Athletics Department does not have a budget deficit at the end of the fiscal year (i.e., the Athletics Department stays within its budget set at the beginning of the fiscal year)	\$800
(e) If gift pledges to the Athletics Department increase by at least fifteen percent (15%) for the fiscal year based on a rolling average of gift pledges to the Athletics Department for the past five (5) fiscal years	\$800

Annual incentive compensation due under this Section 2.6 shall be paid by the University on or before July 31 following the fiscal year in which the goal was achieved. Annual incentive compensation described in this Section 2.6 shall be earned by and payable to

McGuffin only if McGuffin is employed as the Athletics Director on the day of the event that forms the basis for the incentive compensation.

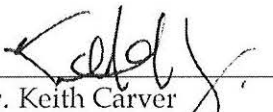
Except as revised by this Amendment, the Employment Agreement remains in full force and effect.

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

THE UNIVERSITY OF TENNESSEE

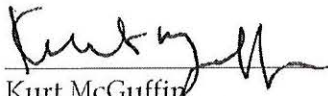
KURT MCGUFFIN

By:


Dr. Keith Carver
Chancellor, The University
of Tennessee at Martin

Date

11/30/18


Kurt McGuffin

Date

11/30/18


David L. Miller
Chief Financial Officer
The University of Tennessee

Date

11/30/2018