

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, entered into by and between THE UNIVERSITY OF TENNESSEE, a public educational corporation of the State of Tennessee (hereinafter referred to as University), for and on behalf of The University of Tennessee Men's Athletics Department, and Derek Dooley (hereinafter referred to as Coach Dooley).

WITNESSETH:

In consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

Article I

A. Coach Dooley agrees to serve as Head Football Coach responsible for the football program of The University of Tennessee, under the direction of the Director of Men's Athletics of The University of Tennessee, with duties including without limitation:

- (1) Coaching the football team;
- (2) Recruiting student-athletes within the rules and regulations of the University, the National Collegiate Athletic Association (NCAA), and the Southeastern Conference (SEC);
- (3) Performing preliminary negotiations in scheduling future opponents and recommending to the Director of Men's Athletics scheduling of future football opponents;
- (4) Performing public relations, community service and fundraising functions. Coach Dooley shall attend all Big Orange Caravan events as directed by the Director of Men's Athletics, and, in addition, shall make up to twenty-five (25) personal appearances as determined solely by the Director of Men's Athletics;
- (5) Through his personal counsel and direction of his staff and appropriate Athletics Department and University personnel, making all efforts to ensure that student-athletes attend classes and are provided access to

proper academic counseling through University advising services and appropriate Athletics Department and University personnel in the maximum pursuit of obtaining their degrees;

- (6) Performing his duties and personally comporting himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Athletics Department and the University and treating student-athletes appropriately, professionally, and in a non-abusive manner. At all times Coach Dooley shall exercise due care that all personnel and students under Coach Dooley's supervision, or subject to Coach Dooley's control or authority, comport themselves in a like manner. Coach Dooley shall observe and respect the policies of the Athletics Department and University in every aspect of the football program; and
- (7) Cooperating fully in any investigation of any aspect of the University's football program or the University's Athletics program, whether by the NCAA, the Southeastern Conference, or the University.

B. Coach Dooley agrees to comply with the constitution, bylaws and interpretations of the NCAA, and all NCAA, SEC, and University rules and regulations relating to the conduct and administration of the football program, including recruiting rules and also with respect to reporting relationships, as now in effect or as amended during the term of this Agreement. Coach Dooley further agrees to advise the Director of Men's Athletics or the Associate Athletics Director/Compliance immediately of any actual knowledge of or reasonable cause to believe that violations of NCAA, SEC, or University rules and regulations have occurred or are occurring.

C. Coach Dooley agrees to comply with the policies and procedures of the University's Athletics program, the NCAA, the University, and the Board of Trustees of the University of Tennessee with regard to his employment as Head Football Coach.

D. As a material inducement to the University to execute and perform this Agreement, Coach Dooley represents and warrants to the University that (1) he has not violated any of the NCAA, SEC, Western Athletic Conference (WAC), or University rules

or regulations prior to the date of this Agreement; and (2) he knows of no violation of any of the NCAA, SEC, WAC, or University rules or regulations by any assistant coach or staff member who was under his supervision, direction, or control prior to the date of this Agreement and for which he could be held responsible or be subject to sanctions or other discipline by the NCAA, SEC, WAC, or University.

E. Coach Dooley understands and agrees that employment-related decisions involving assistant coaches and other football personnel are subject to written approval by the Director of Men's Athletics and compliance with University policies, including, but not limited to, the University's policy restricting the hiring of relatives, as those policies are interpreted by the University in its sole discretion.

F. The University acknowledges, understands, and agrees that the majority of Coach Dooley's duties, and the responsibilities attendant to his position as Head Coach include, but are not limited to, coaching the team, recruiting prospective student-athletes, conducting practice sessions, overseeing team activities, managing the football staff, and that these duties are paramount to the success of the program. As such, the University agrees that any request from the Athletics Department for Coach Dooley to participate in any activity contemplated in this Agreement shall be made as far in advance as possible under the circumstances. The University and Coach Dooley agree to discuss his responsibilities and obligations as soon as feasible after January 1 of each year to determine as much of Coach's Dooley's annual schedule as possible under the circumstances.

Article II

A. As payment and consideration for the services to be performed by Coach Dooley under this Agreement, the University agrees to pay Coach Dooley an annual salary ("Base Pay") payable in twelve (12) equal monthly installments according to the following schedule of total annual salary:

January 1, 2010 through December 31, 2010:	\$350,000.00
January 1, 2011 through December 31, 2011:	\$350,000.00
January 1, 2012 through December 31, 2012:	\$375,000.00
January 1, 2013 through December 31, 2013:	\$375,000.00
January 1, 2014 through December 31, 2014:	\$400,000.00
January 1, 2015 through December 31, 2015:	\$400,000.00

All compensation under this Article is subject to all applicable state and federal tax laws, including all applicable withholding and reporting requirements. For January 2010, Coach Dooley's Base Pay shall be calculated as a pro-rata portion of the monthly Base Pay based upon the days worked in the month of January 2010.

B. As a regular full-time employee of The University of Tennessee, Coach Dooley is entitled to the same fringe benefits as other regular full-time employees.

C. The University also agrees to pay (i) a total of \$500,000, in two equal payments of \$250,000 each, to Louisiana Tech University on Coach Dooley's behalf no later than June 1, 2010 and June 1, 2011; and (ii) a total of \$286,782 to be paid to the Internal Revenue Service on Coach Dooley's behalf as withheld taxes, \$143,391 to be submitted to the Internal Revenue Service within thirty (30) days of the date on which each payment is submitted to Louisiana Tech University. The University will report a

total taxable value of the commitment in this Article II.C in the amount of \$786,782. The sum set forth in this Article II.C represents the total payment the University will make on behalf of Coach Dooley regardless of the amount of taxes actually due.

D. Additional benefits for Coach Dooley are outlined in Schedule A attached to and incorporated by reference in this Agreement.

Article III

A. The University agrees to pay Coach Dooley additional compensation for radio and television services ("Broadcast Pay"), payable in twelve (12) equal monthly installments according to the following schedule of total annual payments:

January 1, 2010 through December 31, 2010:	\$700,000.00
January 1, 2011 through December 31, 2011:	\$750,000.00
January 1, 2012 through December 31, 2012:	\$800,000.00
January 1, 2013 through December 31, 2013:	\$850,000.00
January 1, 2014 through December 31, 2014:	\$900,000.00
January 1, 2015 through December 31, 2015:	\$950,000.00

All compensation under this Article is subject to all applicable state and federal tax laws, including all applicable withholding and reporting requirements. For January 2010, Coach Dooley's Broadcast Pay shall be calculated as a pro-rata portion of the monthly Broadcast Pay based upon the days worked in the month of January 2010.

B. The University shall pay the Broadcast Pay to Coach Dooley in twelve equal monthly installments out of radio and television revenues received by the University, with the first installment paid on January 1 of each year and subsequent installments

paid on or about February 1, March 1, April 1, May 1, June 1, July 1, August 1, September 1, October 1, November 1, and December 1 of each year. Coach Dooley understands and agrees that this amount represents full compensation for all radio and television shows, programs and appearances, such as "The Derek Dooley Show," football playbacks, and football radio, arising out of or in any way connected with this Agreement and the position of Head Football Coach. Coach Dooley's broadcast-related responsibilities are limited to:

1. One pre-game and one post-game radio show for every football game, including the Spring game;
2. One weekly television show during the football season;
3. One additional weekly radio show during the football season;
4. Complying with any and all other reasonable requests related to the University's radio and television broadcasts of each regular season, post-season, and Spring football game; and
5. A reasonable number of promotional spots for Coach Dooley's radio and television shows or football broadcasts.

Nothing in this Article III shall be construed to conflict with or limit the duties of Coach Dooley as described in Articles IV and V of this Agreement.

Article IV

A. The University agrees to pay Coach Dooley additional compensation payable from income earned by the University under endorsement or consultation contracts between the University and athletics equipment, shoe, or apparel

manufacturers ("Equipment/Shoe/Apparel Pay") according to the following schedule of total annual payments:

January 1, 2010 through December 31, 2010:	\$500,000.00
January 1, 2011 through December 31, 2011:	\$525,000.00
January 1, 2012 through December 31, 2012:	\$550,000.00
January 1, 2013 through December 31, 2013:	\$575,000.00
January 1, 2014 through December 31, 2014:	\$600,000.00
January 1, 2015 through December 31, 2015:	\$625,000.00

All compensation under this Article is subject to all applicable state and federal tax laws, including all applicable withholding and reporting requirements. For January 2010, Coach Dooley's Equipment/Shoe/Apparel Pay shall be calculated as a pro-rata portion of the monthly Equipment/Shoe/Apparel Pay based upon the days worked in the month of January 2010.

B. The University shall pay the Equipment/Shoe/Apparel Pay to Coach Dooley in twelve equal monthly installments, with the first installment paid on January 1 of each year and subsequent installments paid on or about February 1, March 1, April 1, May 1, June 1, July 1, August 1, September 1, October 1, November 1, and December 1 of each year. In consideration of the additional compensation described in Article IV.A, Coach Dooley agrees to carry out any endorsement (including, but not limited to, wearing Adidas equipment, shoes and apparel) or consultation services as both may be reasonably requested by the University, which shall not include more than two personal appearances per year, exclusive of appearances necessary for photography and filming. In the event Coach Dooley is requested to carry out any endorsement or

consultation services on behalf of an entity, which at the time this Agreement is executed does not have an agreement with either the University or the University's multimedia rights partner, the University shall obtain Coach Dooley's mutual agreement, such agreement not to be unreasonably withheld by Coach Dooley.

Article V

A. The University agrees to pay Coach Dooley additional compensation payable from income earned by the University under various endorsement or consultation contracts ("Endorsement Pay") according to the following schedule of total annual payments:

January 1, 2010 through December 31, 2010:	\$250,000.00
January 1, 2011 through December 31, 2011:	\$275,000.00
January 1, 2012 through December 31, 2012:	\$275,000.00
January 1, 2013 through December 31, 2013:	\$300,000.00
January 1, 2014 through December 31, 2014:	\$300,000.00
January 1, 2015 through December 31, 2015:	\$325,000.00

All compensation under this Article is subject to all applicable state and federal tax laws, including all applicable withholding and reporting requirements. For January 2010, Coach Dooley's Endorsement Pay shall be calculated as a pro-rata portion of the monthly Endorsement Pay based upon the days worked in the month of January 2010.

B. The University shall pay the Endorsement Pay to Coach Dooley in twelve equal monthly installments, with the first installment paid on or about January 1 of each year and subsequent installments paid on or about February 1, March 1, April 1, May 1, June 1, July 1, August 1, September 1, October 1, November 1, and December 1 of

each year. In consideration of the additional compensation described in Article V.A, Coach Dooley agrees to carry out any endorsement or consultation services as both may be reasonably requested by the University. In the event Coach Dooley is requested to carry out any endorsement or consultation services on behalf of an entity, which at the time this Agreement is executed does not have an endorsement or consultation services' agreement with either the University or the University's multimedia rights partner, the University shall obtain Coach Dooley's mutual agreement, such agreement not to be unreasonably withheld by Coach Dooley.

Article VI

Coach Dooley grants the University the right during the term of this Agreement to use, and the right to grant to others use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, or facsimile image in any manner in connection with any reasonable radio and television services or endorsement or consultation contracts the University enters into for the University's endorsement or Coach Dooley's endorsement.

Article VII

Coach Dooley agrees that he shall immediately notify the University's Director of Men's Athletics in the event of Coach Dooley's interest in, or any direct or indirect contact with or from any person or entity regarding, potential employment by or with another college or university or with a professional football organization.

Article VIII

Coach Dooley understands and agrees that all football camps conducted at University facilities must be operated through the University and in accordance with

University policies and procedures, and that all compensation for coaches and staff must be paid through the University's payroll or its disbursement voucher system. Coach Dooley may use the University's name and logo in connection with any football camps or clinics he conducts at University facilities with prior written approval from the Director of Men's Athletics, or his or her designee.

Article IX

Coach Dooley understands and agrees that state law limits the compensation on which the University may make retirement contributions. The University agrees to make the maximum annual amount of retirement contributions allowed by state law for Coach Dooley. Retirement contributions shall be made periodically in accordance with the University's normal business practice.

Article X

Coach Dooley shall not, by any statements or appearances on television, on radio, in newspapers, or in magazines or other published media or any promotional material, personally or officially endorse, promote, or advertise for commercial purposes any product, merchandise, or service unless annual prior written approval has been granted by the Director of Men's Athletics and the Chancellor of the University, , in accordance with the reporting procedure provided in Article XII of this Agreement. This requirement of annual prior written approval also applies to any use, directly or by implication, of the University's name or logo in the endorsement of commercial products or services. With the required prior written approvals, Coach Dooley understands and agrees that he may undertake commercial endorsements in which he identifies himself as the University's Head Football Coach, but he may not otherwise associate the

University's name or logo with an endorsement. All such endorsements must cease at the termination of Coach Dooley's employment as the University's Head Football Coach.

Article XI

Coach Dooley shall not accept, prior to receiving approval in writing annually by the Director of Men's Athletics and the Chancellor of the University, in accordance with the reporting procedure provided in Article XII of this Agreement, compensation or gratuities (excluding University administered funds) from an athletics shoe, apparel or equipment manufacturer in exchange for the use of such merchandise during practice or competition by the University's student-athletes.

Article XII

Coach Dooley understands and agrees that he must receive the annual prior written approval of the Director of Men's Athletics and the Chancellor of the University for all athletically-related income and benefits from sources outside The University of Tennessee. Sources of such income and benefits shall include, but are not limited to, income from annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television and radio programs; and endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers.

Coach Dooley shall submit a written report and request for approval of all athletically related income and benefits from sources outside the University to the Chancellor, through the Director of Men's Athletics, on or before May 1 of each year. Coach Dooley shall update the report promptly to reflect any changes, and in no event

less frequently than annually. Opportunities for athletically-related income and benefits occurring after the annual report must be submitted for prior written approval as they occur, and if continuing, be included in the next annual report and request for approval.

Article XIII

Coach Dooley may serve on corporate boards of directors or enter into personal service contracts for outside employment services, provided (i) prior written approval of the Director of Athletics and the Chancellor of the University is received annually in accordance with the reporting procedure provided in Article XII; (ii) such activities do not interfere with his duties at the University; and (iii) University facilities and resources are not used. The University expressly agrees that any compensation received for such service on corporate boards or outside employment services may be retained by Coach Dooley in addition to compensation set forth hereinafter.

The University further agrees that Coach Dooley may write for publications and speak before public gatherings, provided said writings and speeches are made in the same professional way and manner expected of any member of the faculty or administrative staff of the University. The University expressly agrees that any compensation received for such speeches and writings by Coach Dooley in the form of honoraria, royalties, and the like may be retained by him in addition to compensation set forth herein; provided, however, that if the University reimburses Coach Dooley or otherwise pays for travel or other expenses associated with the receipt of an honorarium, the honorarium must be remitted in full to the University.

To the extent that any outside activity authorized by this Article XIII results in athletically-related income or benefit to Coach Dooley, it shall be subject to the annual

prior written approval of the Director of Men's Athletics and the Chancellor of the University, in accordance with the reporting procedure provided in Article XII of this Agreement.

Coach Dooley understands and agrees that the University has no responsibility or liability for any claim arising out of Coach Dooley's performance of the activities described in this Article XIII or for any other activity outside the scope of his University employment.

Article XIV

A. Coach Dooley covenants and agrees that the University retains, owns, and controls all intellectual property and media rights relating to the University's football program and Athletics Department, including but not limited to all television, radio, internet, and any other form of written or electronic media now known or developed in the future related to the University's football program and Athletics Department, whether produced by the University or through a third-party. Coach Dooley further covenants and agrees that the University shall have the exclusive right to designate the media rights and intellectual property holder for all forms of media created during the term of this Agreement.

B. Coach Dooley covenants and agrees that, upon termination of this Agreement, the University shall have the right to continue through completion any contracts, endorsement agreements, sponsorship agreements, or similar arrangements that were entered into during the term of this Agreement and which contain Coach Dooley's name, likeness, image, voice, biographical information, or endorsement. Coach Dooley shall have no further right to any compensation for any such continued

use by the University unless expressly provided in this Agreement.

C. Coach Dooley covenants and agrees that, upon termination of this Agreement, the University shall have the right, but not the obligation, to continue to use, and to authorize, license, or grant any sponsor, manufacturer, media rights company, or vendor the right to use, any intellectual property or media rights relating to the University's football program, the University's Athletics Department, or Coach Dooley's employment that were created or produced during the term of this Agreement, notwithstanding the fact that such intellectual property or media rights may contain Coach Dooley's name, likeness, image, voice, biographical information, or endorsement. Coach Dooley shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

D. Except as otherwise provided in this Agreement, Coach Dooley shall retain all rights in and to his name and endorsement. Upon termination of this Agreement, the University shall have no further right to the continued or future use Coach Dooley's name or endorsement, except as provided in this Article.

Article XV

A. Coach Dooley understands and agrees that the University, as a member of the NCAA and the SEC, is required to apply and enforce NCAA and SEC regulations with respect to all institutional staff members through appropriate disciplinary or corrective action and is further required to include this stipulation in this Agreement. If Coach Dooley is found by the NCAA Committee on Infractions or, if appealed, the NCAA Infractions Appeals Committee, the SEC or the University, to be in violation of

one or more NCAA or SEC regulation(s), he shall be subject to disciplinary or corrective action by the University or the SEC, as set forth in the provisions of the NCAA and SEC enforcement procedures. Coach Dooley agrees to abide by any fine or suspension issued by the SEC, Corrective action by the University shall include, in the University's sole discretion, (1) termination of employment as set forth in Article XVI.F of this Agreement; (2) suspension without pay; or (3) reassignment to a position that does not include contact with prospective or enrolled student-athletes or representatives of the University's athletics interests, provided that the University gives Coach Dooley notice of the disciplinary or corrective action within sixty (60) days of such a finding by the SEC, the Committee on Infractions, or, if appealed, the Infractions Appeals Committee. Nothing in this Article XV.A shall be construed to conflict with or limit the University's right to terminate this Agreement for cause as set forth in Article XVI.F of this Agreement.

B. Prior to implementing any disciplinary or corrective action set forth in Article XV.A against Coach Dooley based on a finding by the SEC, the Committee on Infractions, or, if appealed, the Infractions Appeals Committee, of one or more SEC or NCAA infraction(s), the University shall afford Coach Dooley a reasonable opportunity to meet personally and individually with the Director of Men's Athletics and with the Chancellor to respond to the proposed disciplinary or corrective action. If the University terminates Coach Dooley's employment, suspends him for a period of time without pay on the basis of such a finding, the University shall afford Coach Dooley a post-termination or post-suspension opportunity to contest the action in accordance with the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated 4-5-

301 *et seq.*

Article XVI

A. The term of this Agreement shall be from January 15, 2010 through December 31, 2015.

B. This Agreement shall terminate automatically upon the death of Coach Dooley, and all salary, compensation, benefits, and perquisites shall terminate as of the calendar month in which death occurs, except that the executor or administrator of Coach Dooley's estate or other beneficiary specifically designated in writing shall be paid any death benefits due Coach Dooley under any University policy now in effect or hereafter adopted by the University.

This Agreement shall also terminate automatically if Coach Dooley becomes disabled. "Disabled" shall mean physical or mental incapacity of a nature that prevents Coach Dooley, in the sole judgment of the University, from performing his duties under this Agreement for a period of one hundred twenty (120) consecutive calendar days. If this Agreement is terminated because Coach Dooley becomes disabled, all salary, compensation, benefits, and perquisites shall terminate, except that Coach Dooley shall receive any disability benefits to which he is entitled under any disability program in which he is enrolled.

C. Upon the expiration of the term of this Agreement, the University, in its sole discretion, may elect not to renew this Agreement for an additional term of years. Coach Dooley understands and agrees that the University may allow this Agreement to expire and elect not to renew his appointment as Head Football Coach without complying with any University personnel policy or procedure applicable to staff-exempt

employees who do not serve under a contract of employment with a definite term of years. The University understands and agrees that Coach Dooley must agree to any renewal of this Agreement.

D. In its sole discretion and at any time during the term of this Agreement, the University may elect to terminate this Agreement and buy out any remaining years of the Agreement. The University shall not be required to demonstrate cause or adequate cause for a buy-out. Under a buy-out, the University's liability shall be limited to the following:

<u>Date of Termination by the University</u>	<u>Buy-Out Payment</u>
January 15, 2010 to February 15, 2011	\$5,000,000.00
February 16, 2011 to February 15, 2012	\$5,000,000.00
February 16, 2012 to February 15, 2013	\$5,000,000.00
February 16, 2013 to February 15, 2014	\$4,000,000.00
February 16, 2014 to February 15, 2015	\$4,000,000.00
February 16, 2015 to December 31, 2015	\$2,500,000.00

Payment of the buy-out shall be made in equal monthly installments, in accordance with the University's regular payroll practices and policies and subject to all applicable state and federal withholding requirements, over the greater of the following periods: (i) the period from the termination date through the end of the term of this Agreement or (ii) the period of thirty-six (36) months from the terminate date..

In no event shall the University's liability under a buy-out include payment of fringe benefits, the amounts payable under Articles II, III, IV, V,, VIII, IX, Schedule A, or any other athletically related income or benefits derived by virtue of Coach Dooley's

position as Head Football Coach. Coach Dooley further expressly waives, disclaims, and releases any claims against the University arising from or relating to the loss of any outside or collateral business income or opportunities to Coach Dooley resulting, either directly or indirectly, from of a buy-out under this Article XVI.D. Coach Dooley understands and agrees that the University's decision to terminate this Agreement and buy out any remaining years of the Agreement is not subject to any University policy or procedure requiring progressive discipline.

In the event of a buy-out, Coach Dooley shall complete the University's exit procedure prior to the termination date, including return of the courtesy cars assigned to him, his University ID, computer, cell phone, and all other University property in his possession within three (3) days of the notice of buy-out by the University.

E. Promptly following the last football game of the season of each year during the term of this Agreement, Coach Dooley and the Men's Athletics Director shall meet to review Coach Dooley's performance, the status of the football program, Coach Dooley's compensation, and the term of this Agreement. However, Coach Dooley understands and agrees that no modification of this Agreement with respect to his compensation or the term of this Agreement will be made until after any post-season bowl game in which the University is a participant.

F. Coach Dooley understands and agrees that the University may terminate this Agreement at any time for cause, which shall be determined in the University's sole discretion. Cause shall include, but not be limited to, any of the following:

- (i) inability due to a physical or mental impairment to perform an essential function of the position of Head Football Coach;

(ii) a finding by the University of conduct or a pattern of conduct by Coach Dooley which constitutes a major violation, or a pattern of conduct by Coach Dooley which may constitute or lead to a major violation, of any NCAA, SEC, or University rule or interpretation thereof, and which may, in the reasonable and good faith judgment of the University negatively and significantly impact and reflect adversely upon the University or its athletics program, including any violation which results or could result in the University being placed on probation by the NCAA or SEC, provided that the University gives written notice of termination within sixty (60) days of such a finding;

(iii) a finding by the University of conduct or a pattern of conduct by members of the coaching or football staff or by anyone under his supervision or subject to his control or authority which constitutes a major violation, or a pattern of conduct which may constitute or lead to a major violation, of any NCAA, SEC, or University rule or interpretation thereof, of which Coach Dooley had knowledge and failed to act reasonably to prevent, limit or mitigate and to advise the Director of Men's Athletics or the Director's designee of such knowledge, and which may, in the reasonable and good faith judgment of the University negatively and significantly impact and reflect adversely upon the University or its athletics program, including any violation which results or could result in the University being placed on probation by the NCAA or SEC, provided that the University gives written notice of termination within sixty (60) days of such a finding;

(iv) a termination by the University pursuant to Article XV of this Agreement;

(v) acts constituting a prohibited conflict of interests under applicable University policy or state law;

(vi) neglect or inattention by Coach Dooley to the standards, duties, and responsibilities generally expected of University employees and specifically required of Coach Dooley under this Agreement;

(vii) fraud or dishonesty by Coach Dooley in the performance of his duties and responsibilities under this Agreement;

(viii) counseling or instructing by Coach Dooley of any coach, football staff member, current or former student-athlete, student, or person to fail or refuse to respond accurately and fully within a reasonable time to any inquiry or request concerning a matter relevant to the athletics programs of the University or of another institution of higher education which shall be propounded by the NCAA, SEC, the University, or other governing body having supervision over the Athletics program of the University, or which shall be required by law, governing body rules, or University rules;

(ix) fraud or dishonesty of Coach Dooley in the preparation of, falsification of, or alteration of documents or records of the University, NCAA, or SEC, or documents or records required to be prepared, kept or maintained by the rules, regulations, or policies of the University, the NCAA, the SEC, or any other governing body, or by applicable law, or other documents or records pertaining to any recruit or current or former student-athlete, including without limitation, expense reports, transcripts, eligibility forms, or compliance reports or permitting, encouraging, or condoning such fraudulent or dishonest acts by any assistant

coaches, current or former student-athletes, or other persons;

(x) repetitive failure by Coach Dooley to engage in any television or radio services, personal appearances, endorsement appearances, and similar activities and services as required under this Agreement, without prior written approval of the University. For purposes of this provision, "repetitive" shall mean more than three (3) occasions during one (1) calendar year;

(xi) conviction of Coach Dooley of a criminal act that constitutes either (a) a felony or (b) a misdemeanor involving moral turpitude (excluding minor traffic offenses);

(xii) prolonged absence by Coach Dooley from his duties under this Agreement, without the consent of the Director of Men's Athletics;

(xiii) soliciting, placing, or accepting by Coach Dooley of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any member of Coach Dooley's coaching staff, or any person under Coach Dooley's control or authority;

(xiv) failure by Coach Dooley to fully cooperate in the enforcement and implementation of any drug testing program established by the University, the SEC, the NCAA, or any other governing athletic body, for student-athletes;

(xv) conduct of Coach Dooley which, in the reasonable and good faith judgment of the University, negatively and significantly impacts and reflects adversely upon the University or its athletics program;

(xvi) conduct by Coach Dooley of an inappropriate nature thereby

bringing the University into public disrepute, including, but not limited to, failure to treat student-athletes appropriately, professionally, and in a non-abusive manner;

(xviii) acts of gross misconduct by Coach Dooley, as defined by University personnel policy now in effect or hereafter adopted by the University. "Gross misconduct" is currently defined by University personnel policy to include the following: theft or dishonesty; gross insubordination; willful destruction of University property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; illegal use, manufacture, possession, distribution, or dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behavior by the employee; and

(xviii) any other material breach by Coach Dooley of his duties or responsibilities under the terms of this Agreement, as determined in the sole discretion of the University, if in the University's sole discretion the breach is capable of being cured and if Coach Dooley fails to cure the material breach within thirty (30) days after receipt of written notice by the University specifying the nature of the default.

Upon termination of this Agreement for cause, Coach Dooley shall not be entitled to further salary, compensation, benefits, or perquisites from the University.

G. Coach Dooley shall have the right to terminate this Agreement at any time and for any reason by giving written notice to the University. In the event of any such termination, Coach Dooley shall be obligated to pay liquidated damages to the University as set forth in Article XVII of this Agreement.

Article XVII

A. In the event Coach Dooley elects to terminate his employment with the University during the first ~~five~~ ^{SIX} years of the initial term of this Agreement, he shall pay liquidated damages to the University according to the following schedule:

Date of Resignation by Coach Dooley Liquidated Damages

January 15, 2010 to February 15, 2011	\$4,000,000.00
February 16, 2011 to February 15, 2012	\$4,000,000.00
February 16, 2012 to February 15, 2013	\$3,000,000.00
February 16, 2013 to February 15, 2014	\$1,000,000.00
February 16, 2014 to February 15, 2015	\$750,000.00
February 16, 2015 to December 31, 2015	\$500,000.00

The aforementioned and applicable liquidated damages amount shall be payable in equal monthly installments over the greater of the following periods: (i) the period from the resignation date through the end of the term of this Agreement or (ii) the period of thirty-six (36) months from the resignation date. The first payment shall be due and payable to the University not later than thirty (30) days subsequent to the date of resignation.

B. Coach Dooley acknowledges that the University will commit substantial financial resources to the success of its football program and that if Coach Dooley terminates his employment with the University, the University will suffer damages the amount, nature, and extent of which are difficult to determine and which may include,

but not be limited to, additional expenses to search for another head football coach, salary or other compensation to hire another head football coach, tangible and intangible detriment to the football program of the University and support of its fans and donors. Accordingly, Coach Dooley acknowledges and agrees that the amount of liquidated damages set forth in Article XVII.A is a reasonable and fair approximation of the harm that the University will incur in the event of such termination by Coach Dooley.

Article XVIII

A. This Agreement, including the attached Schedule A, contains the complete agreement between the parties concerning Coach Dooley's appointment as Head Football Coach. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement.

B. This Agreement may only be modified by a writing signed by both parties.

C. The invalidity of any portion of this Agreement shall not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

D. This Agreement shall be interpreted in accordance with Tennessee law.

E. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently

waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

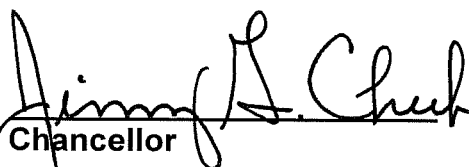
F. Coach Dooley may not assign, pledge, or encumber his rights, interests, or obligations under this Agreement.

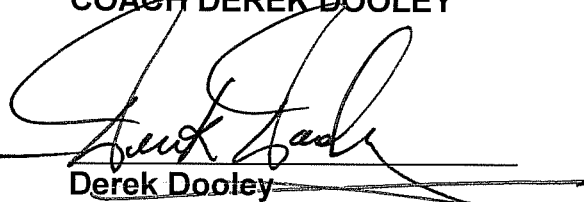
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

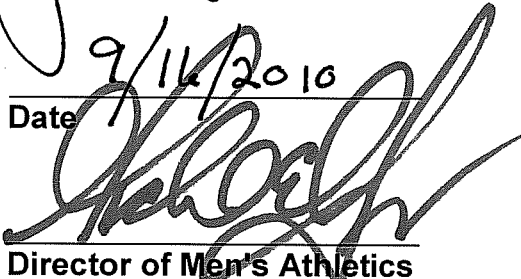
THE UNIVERSITY OF TENNESSEE

COACH DEREK DOOLEY

By:



Chancellor


Derek Dooley

9/16/2010
Date

Director of Men's Athletics

9/2/2010
Date

7/2/10
Date


PRESIDENT
9/28/10
DATE

Schedule A
Additional Benefits

As additional consideration for the services to be performed by Coach Dooley under this Agreement for his employment as Head Football Coach at The University of Tennessee, Knoxville, the University agrees to provide Coach Dooley the following additional benefits throughout the term of this Agreement:

1. Coach Dooley will be furnished with the personal use of two loaned automobiles of a quality – in terms of make and model – similar to the vehicles provided to other University head coaches. Coach Dooley will be solely responsible for maintaining insurance on the vehicles and for fuel costs pursuant to the Courtesy Car Policy of the University's Men's Athletics Department now in effect or hereafter adopted.
2. The University will provide Coach Dooley with a moving allowance for his reasonable moving expenses in accordance with University policy.
3. The University will furnish Coach Dooley with the following complimentary tickets:
 - a. Twenty (20) season football tickets;
 - b. Six (6) men's basketball season tickets; and
 - c. Other sports and tickets to away-from-home contests, subject to the policy of the University's Men's Athletics Department now in effect or hereafter adopted.
4. The University will include Coach Dooley in the University's Athletic Play/Practice Insurance to the same extent as other coaches. The insurance coverage is subject to an annual bid process, and the type and amount of coverage may change from year to year.
5. The University will pay or cause to be paid to Coach Dooley team athletic performance-based bonuses, less all withholding required by state or federal law, in each year during the term of the Employment Agreement if the football team meets certain performance goals as follows:
 - a. Non-BCS Bowl Game Appearance \$ 40,000.00
 - b. BCS (or successor) Non-Championship Bowl Game Appearance (non-championship)
\$150,000.00

c. The highest of:

SEC Championship Game Appearance	\$ 80,000.00
SEC Champion	\$150,000.00

d. The highest of:

BCS (or successor) Championship Game Appearance	\$150,000.00
BCS (or successor) Champion	\$200,000.00

The bonus in this Paragraph 5(d) is not cumulative with the performance bonus set forth in Paragraph 5(b) for appearance in a BCS (or successor) bowl game.

6. For the 2010-2011 academic year and all following academic years, the University will pay Coach Dooley a team academic performance bonus equal to \$50,000.00, less all withholding required by state or federal law, if the football team achieves a single year NCAA APR rating of 925 or higher, as determined by the University.

7. The University will pay or cause to be paid to Coach Dooley an individual performance bonus as follows:

a. SEC Coach of the Year	\$25,000.00
b. National Coach of the Year (by a nationally recognized body)	\$50,000.00

AMENDMENT NUMBER 1

This is Amendment Number 1 to the Employment Agreement between THE UNIVERSITY OF TENNESSEE ("University") and COACH DEREK DOOLEY ("Coach Dooley") effective September 11, 2010 ("Agreement").

WITNESSETH:

In consideration of the mutual promises contained in this Amendment, the parties agree as follows:

1. Article II, Paragraph A, of the Agreement is amended by deleting the current language in its entirety and substituting the following:

A. As payment and consideration for the services to be performed by Coach Dooley under this Agreement, the University agrees to pay Coach Dooley an annual salary ("Base Pay") payable in twelve (12) equal monthly installments according to the following schedule of total annual salary:

January 1, 2010 through December 31, 2010:	\$350,000.00
January 1, 2011 through December 31, 2011:	\$350,000.00
January 1, 2012 through December 31, 2012:	\$375,000.00
January 1, 2013 through December 31, 2013:	\$375,000.00
January 1, 2014 through December 31, 2014:	\$400,000.00
January 1, 2015 through December 31, 2015:	\$400,000.00
January 1, 2016 through December 31, 2016:	\$425,000.00

All compensation under this Article is subject to all applicable state and federal tax laws, including all applicable withholding and reporting requirements.

2. Article III, Paragraph A, of the Agreement is amended by deleting the current language in its entirety and substituting the following:

A. The University agrees to pay Coach Dooley additional compensation for radio and television services ("Broadcast Pay"), payable in twelve (12) equal monthly installments according to the following schedule of total annual payments:

January 1, 2010 through December 31, 2010: \$700,000.00

January 1, 2011 through December 31, 2011: \$750,000.00

January 1, 2012 through December 31, 2012: \$800,000.00

January 1, 2013 through December 31, 2013: \$850,000.00

January 1, 2014 through December 31, 2014: \$900,000.00

January 1, 2015 through December 31, 2015: \$950,000.00

January 1, 2016 through December 31, 2016: \$1,000,000.00

All compensation under this Article is subject to all applicable state and federal tax laws, including all applicable withholding and reporting requirements.

3. Article IV, Paragraph A, of the Agreement is amended by deleting the current language in its entirety and substituting the following:

A. The University agrees to pay Coach Dooley additional compensation payable from income earned by the University under endorsement or consultation contracts between the University and athletics equipment, shoe, or apparel manufacturers ("Equipment/Shoe/Apparel Pay") according to the following schedule of total annual payments:

January 1, 2010 through December 31, 2010: \$500,000.00
January 1, 2011 through December 31, 2011: \$525,000.00
January 1, 2012 through December 31, 2012: \$550,000.00
January 1, 2013 through December 31, 2013: \$575,000.00
January 1, 2014 through December 31, 2014: \$600,000.00
January 1, 2015 through December 31, 2015: \$625,000.00
January 1, 2016 through December 31, 2016: \$650,000.00

All compensation under this Article is subject to all applicable state and federal tax laws, including all applicable withholding and reporting requirements.

4. Article V, Paragraph A, of the Agreement is amended by deleting the current language in its entirety and substituting the following:

A. The University agrees to pay Coach Dooley additional compensation payable from income earned by the University under various endorsement or consultation contracts ("Endorsement Pay") according to the following schedule of total annual payments:

January 1, 2010 through December 31, 2010: \$250,000.00
January 1, 2011 through December 31, 2011: \$275,000.00
January 1, 2012 through December 31, 2012: \$275,000.00
January 1, 2013 through December 31, 2013: \$300,000.00
January 1, 2014 through December 31, 2014: \$300,000.00
January 1, 2015 through December 31, 2015: \$325,000.00

January 1, 2016 through December 31, 2016: \$325,000.00

All compensation under this Article is subject to all applicable state and federal tax laws, including all applicable withholding and reporting requirements.

5. Article XVI, Paragraph A, of the Agreement is amended by deleting the current language in its entirety and substituting the following:

A. The term of this Agreement shall be from January 15, 2010 through December 31, 2016.

6. Article XVI, Paragraph D, of the Agreement is amended by deleting the current language in its entirety and substituting the following:

D. In its sole discretion and at any time during the term of this Agreement, the University may elect to terminate this Agreement and buy out any remaining years of the Agreement. The University shall not be required to demonstrate cause or adequate cause for a buy-out. Under a buy-out, the University's liability shall be limited to the following:

<u>Date of Termination by the University</u>	<u>Buy-Out Payment</u>
January 15, 2010 to February 15, 2011	\$5,000,000.00
February 16, 2011 to February 15, 2012	\$5,000,000.00
February 16, 2012 to February 15, 2013	\$5,000,000.00
February 16, 2013 to February 15, 2014	\$5,000,000.00
February 16, 2014 to February 15, 2015	\$4,000,000.00
February 16, 2015 to February 15, 2016	\$4,000,000.00
February 16, 2016 to December 31, 2016	\$2,500,000.00

Payment of the buy-out shall be made in equal monthly installments, in accordance with the University's regular payroll practices and policies and subject to all applicable state and federal withholding requirements, over the greater of the following periods: (i) the period from the termination date through the end of the term of this Agreement or (ii) the period of thirty-six (36) months from the termination date.

In no event shall the University's liability under a buy-out include payment of fringe benefits, the amounts payable under Articles II, III, IV, V, VIII, IX, Schedule A, or any other athletically related income or benefits derived by virtue of Coach Dooley's position as Head Football Coach. Coach Dooley further expressly waives, disclaims, and releases any claims against the University arising from or relating to the loss of any outside or collateral business income or opportunities to Coach Dooley resulting, either directly or indirectly, from of a buy-out under this Article XVI.D. Coach Dooley understands and agrees that the University's decision to terminate this Agreement and buy out any remaining years of the Agreement is not subject to any University policy or procedure requiring progressive discipline.

In the event of a buy-out, Coach Dooley shall complete the University's exit procedure prior to the termination date, including return of the courtesy cars assigned to him, his University ID, computer, cell phone, and all other University property in his possession within three (3) days of the notice of buy-out by the University.

7. Article XVII, Paragraph A, of the Agreement is amended by deleting the current language in its entirety and substituting the following:

A. In the event Coach Dooley elects to terminate his employment with the University during the term of this Agreement, he shall pay liquidated damages to the University according to the following schedule:

<u>Date of Resignation by Coach Dooley</u>	<u>Liquidated Damages</u>
January 15, 2010 to February 15, 2011	\$4,000,000.00
February 16, 2011 to February 15, 2012	\$4,000,000.00
February 16, 2012 to February 15, 2013	\$4,000,000.00
February 16, 2013 to February 15, 2014	\$3,000,000.00
February 16, 2014 to February 15, 2015	\$1,000,000.00
February 16, 2015 to February 15, 2016	\$750,000.00
February 16, 2016 to December 31, 2016	\$500,000.00

The aforementioned and applicable liquidated damages amount shall be payable in equal monthly installments over the greater of the following periods: (i) the period from the resignation date through the end of the term of this Agreement or (ii) the period of thirty-six (36) months from the resignation date. The first payment shall be due and payable to the University not later than thirty (30) days subsequent to the date of resignation.

Except as revised by this Amendment No. 1, the Agreement as Amended remains in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1
on the dates shown below.

THE UNIVERSITY OF TENNESSEE

BY:


Chancellor

5/2/2011
Date


Interim Chief Financial Officer

MAY 09 2011
Date


Director of Men's Athletics

4/26/11
Date


President

5/13/11
Date

COACH DEREK DOOLEY


Derek Dooley

4-21-2011
Date

**EMPLOYMENT AGREEMENT
ASSISTANT FOOTBALL COACH**

This Employment Agreement ("Agreement") is entered into by and between THE UNIVERSITY OF TENNESSEE ("University"), a public educational corporation of the State of Tennessee, for and on behalf of The University of Tennessee, Knoxville and its Athletics Department, and DERRICK ANSLEY ("Coach ANSLEY"). This Agreement cancels and supersedes any and all prior existing oral and written agreements between the University and Coach ANSLEY.

WITNESSETH:

In consideration of the covenants and agreements herein contained, the parties to this Agreement agree as follows:

ARTICLE I – PURPOSE AND TERM OF AGREEMENT

Section 1.1. Subject to the terms and conditions stated in this Agreement, the University agrees to employ Coach ANSLEY, and Coach ANSLEY agrees to serve, as an assistant coach of the University's intercollegiate football team ("Assistant Football Coach").

Section 1.2. The term of this Agreement shall be from February 6, 2012 through February 28, 2014, unless sooner terminated as provided in this Agreement.

Section 1.3. The University may allow this Agreement to expire and elect not to renew Coach ANSLEY's employment as Assistant 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.

Section 1.4. In its sole discretion and at any time with or without adequate cause, the University may reassign Coach ANSLEY from the duties of Assistant Football Coach to other duties within the University. Upon reassignment to other duties, Coach ANSLEY shall receive Base Pay and Supplemental Pay under Article II in an amount to be unchanged until the expiration of the term of this Agreement.

ARTICLE II – COMPENSATION

Section 2.1. As payment and consideration for the services to be performed by Coach ANSLEY under this Agreement, the University agrees to pay Coach ANSLEY an annual salary ("Base Pay") according to the following schedule of total annual salary, subject to all applicable state and federal tax reporting and withholding requirements:

February 6, 2012 through February 29, 2012:	Prorated portion of \$200,000.00 per annum
March 1, 2012 through February 28, 2013:	\$200,000.00
March 1, 2013 through February 28, 2014:	\$200,000.00

The University shall pay the Base Pay to Coach ANSLEY in twelve (12) equal monthly installments in accordance with the University's customary monthly payroll procedures. The Base Pay shall not be increased in accordance with any across-the-board salary increase authorized or mandated for University employees by the State of Tennessee or the University.

Section 2.2. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for Coach ANSLEY to assist the football team in achieving the goals described below, the University agrees to pay Coach ANSLEY, if earned, annual incentive compensation in an amount equal to the sum of the percentages of Total Compensation described in the following subsections, subject to all applicable state and federal tax reporting and withholding requirements:

- (a) 4% of Total Compensation for playing in the SEC Championship Football Game.
- (b) 8% of Total Compensation for playing in any post-season bowl game; 12% of Total Compensation for playing in the Chick-Fil-A, Cotton, Outback, or Capital One bowls, or their successors; or 16% of Total Compensation for playing in a post-season game that, at the time of the execution of this Agreement, is

part of the Bowl Championship Series (BCS). It is understood that Coach ANSLEY shall receive only one incentive payment under this subsection 2.3(b), which shall be based on the highest goal achieved.

(c) 4% of Total Compensation for winning the BCS National Championship game or its successor.

For purposes of this Section 2.3, the term "Total Compensation" shall mean the sum of the Base Pay and Supplemental Pay as of February 1 following the conclusion of the football season in which the goal was achieved. Annual incentive compensation due under this Section 2.3 shall be paid by the University on or before March 1 following the conclusion of the football season in which the goal was achieved. The total annual incentive compensation due to Coach ANSLEY under this Section 2.3 following any football season shall not exceed \$125,000. Incentive compensation described in this Section 2.3 shall be earned by and payable to Coach ANSLEY only if Coach ANSLEY is employed as an Assistant Football Coach at the University on the day of the event that forms the basis for the incentive compensation.

Section 2.3. Pursuant to the courtesy vehicle program of the Tennessee Athletics Department now in effect or hereafter amended, the University, in its sole discretion, may provide Coach ANSLEY with either: (1) one vehicle of a quality, in terms of make and model, similar to vehicles provided to other University assistant coaches, for his personal use; or (2) compensation in the amount of \$6,000 per year, payable in twelve (12) equal monthly installments, as a vehicle allowance in lieu of Coach ANSLEY's participation in the courtesy vehicle program. It is understood and agreed that such vehicle or any vehicle allowance shall not be construed to be part of the consideration of this Agreement, and the benefit described in this Section 2.4 may be terminated at any time at the exclusive option of the University. Coach ANSLEY will be solely responsible for maintaining insurance on the vehicle, for paying fuel costs, and for otherwise complying with the courtesy vehicle program.

Section 2.4. The University shall promptly pay Coach ANSLEY's reasonable moving expenses one time in accordance with University Rules.

Section 2.5. As a regular full-time employee of the University, Coach ANSLEY is entitled to the same fringe benefits as other regular full-time employees. The Base Pay shall be used to determine benefits that are based on salary.

Section 2.6. Coach ANSLEY understands and agrees that federal and state law limit the compensation on which the University may make retirement contributions. The University agrees to make the maximum annual amount of retirement contributions allowed by federal and state law for Coach ANSLEY. Retirement contributions shall be made periodically in accordance with the University's business practices.

ARTICLE III – TERMINATION

Section 3.1. Termination by University Without Cause

Section 3.1.1. In its sole discretion and at any time during the term of this Agreement, the University may elect to terminate this Agreement without cause upon written notice to Coach ANSLEY. If the University terminates this Agreement without cause, the University shall pay Coach ANSLEY liquidated damages in an amount equal to the monthly rate of the sum of Base Pay and Supplemental Pay described in Article II times the number of months remaining in the term of this Agreement, with any part of a month prorated. Payment of the liquidated damages shall be made in equal monthly installments over the remaining term of this Agreement, subject to all applicable state and federal tax reporting and withholding requirements, with the first payment due on or before the last day of the month following the date of termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief.

Section 3.1.2. In no event shall the University's liability in the event of a termination without cause pursuant to this Section 3.1 include payment of fringe benefits, the payment of accrued and unused annual leave, the amounts payable under Article II, or any other athletically related income or benefits derived by virtue of Coach ANSLEY's position as Assistant Football Coach. Coach ANSLEY understands and agrees that the University's decision to terminate this Agreement without cause is not subject to any University Rules.

Section 3.1.3. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement without cause by the University prior to its

expiration may cause Coach ANSLEY to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Coach ANSLEY's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Coach ANSLEY shall constitute adequate and reasonable compensation to Coach ANSLEY for any damages and injuries suffered by Coach ANSLEY because of such termination by the University. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.1.4. The automatic termination of this Agreement upon the death or disability of Coach ANSLEY, as provided in Section 3.4 of this Agreement, shall not give rise to a right to liquidated damages pursuant to this Section 3.1.

Section 3.1.5. Coach ANSLEY is required to use his reasonable best efforts to mitigate the University's obligation to pay liquidated damages under this Section 3.1 by making reasonable and diligent efforts as soon as practicable following termination to obtain another comparable employment or paid services position. Without limiting the types of positions that are comparable, Coach ANSLEY agrees that the following positions shall be deemed comparable for the purpose of this Section 3.1.5: assistant or head football coach at a college or university; professional football assistant or head coach; athletics administrator at a college or university; and media commentator or analyst with a national, regional, or local network, broadcast station, cable or satellite company. If, following a termination of this Agreement by the University pursuant to this Section 3.1, Coach ANSLEY obtains any other comparable employment or paid services position prior to the date this Agreement would have expired, the parties agree that the liquidated damages owed by the University pursuant to Section 3.1 shall be offset and reduced dollar-for-dollar by the gross income received, either directly or indirectly, from the comparable employment position or other paid services position, which shall include base salary or wages, endorsement pay, talent fees, consulting fees, honoraria, coaching related publications, speaking engagements, and other income of any kind whatsoever. Coach ANSLEY shall not structure the timing of income in order to avoid his obligations or the reduction of liquidated damages owed by the University under this Section 3.1. While the University's obligation to pay liquidated damages is in effect, and for a period of six (6) months thereafter, Coach ANSLEY shall provide the University with a written accounting all gross income received or earned by him during the immediately preceding quarter. The parties expressly agree that Coach ANSLEY's obligation to report all gross income to the University shall survive termination of the Agreement under this Section 3.1 for the entire period in which the University's obligation to pay liquidated damages is in effect, plus an additional period of six (6) months. If Coach ANSLEY fails either to notify the University of his employment in another comparable employment position or other paid services position or to provide the quarterly written reports of gross income after the University sends a formal, written request to Coach ANSLEY to do so, then, after giving Coach ANSLEY fourteen (14) days' written notice, the University's obligation to continue paying liquidated damages to Coach ANSLEY shall cease.

Section 3.1.6. Coach ANSLEY agrees that nothing in this Section 3.1 shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Section 3.2, Article V, and Article X.

Section 3.2. Termination by University for Cause

Section 3.2.1. In addition to the grounds for termination of this Agreement under any other part of this Agreement, including but not limited to Section 3.1, Article V, and Article X, Coach ANSLEY agrees that the University has the right to terminate this Agreement for cause under this Section 3.2 at any time prior to its expiration.

Section 3.2.2. For purposes of this Section 3.2, the term "for cause" shall include, but not be limited to, any one or more of the following as determined in the reasonable and good faith judgment of the University:

- (a) conduct or a pattern of conduct by Coach ANSLEY which constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules, whether the conduct occurred during Coach ANSLEY's employment with the University or another NCAA-member institution;

- (b) conduct or a pattern of conduct by a University employee under Coach ANSLEY's supervision or subject to his control or authority which: (i) constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules; and (ii) Coach ANSLEY knew or should have known about with reasonable diligence, whether the conduct occurred during Coach ANSLEY's employment with the University or another NCAA-member institution;
- (c) failure of Coach ANSLEY to report immediately to the Athletics Director or Athletics Compliance Office any actual knowledge of or reasonable cause to believe that violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (d) an act by Coach ANSLEY constituting a prohibited conflict of interest under University Rules or applicable state law;
- (e) neglect or inattention by Coach ANSLEY to the standards, duties, and responsibilities generally expected of University employees and specifically required of Coach ANSLEY under this Agreement;
- (f) one or more acts of fraud by Coach ANSLEY in the performance of his duties and responsibilities under this Agreement;
- (g) the provision of false, misleading, or incomplete information relevant to the conduct of University business, including but not limited to information provided by Coach ANSLEY to the University during the interviewing and hiring process for the position of Assistant Football Coach, if COACH ANSLEY knew or should have known the information was false, misleading, or incomplete;
- (h) counseling or instructing by Coach ANSLEY of any coach, football staff member, current or former student-athlete, student, or person to fail or refuse to respond accurately and fully within a reasonable time to any inquiry or request concerning a matter relevant to the athletics programs of the University or of another institution of higher education which shall be propounded by the NCAA, SEC, the University, or other governing body having supervision over the athletics program of the University, or which shall be required by law, Governing Athletic Rules, or University Rules;
- (i) conviction of Coach ANSLEY of a criminal act that constitutes either (i) a felony or (ii) a misdemeanor involving moral turpitude (excluding minor traffic offenses);
- (j) prolonged absence by Coach ANSLEY from his duties under this Agreement, without the consent of the Athletics Director;
- (k) soliciting, placing, or accepting by Coach ANSLEY of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any person under Coach ANSLEY's control or authority, including without limitation a student-athlete;
- (l) furnishing by Coach ANSLEY of information or data relating in any manner to football, or any other sport, or any student-athlete, to any individual known by Coach ANSLEY to be, or whom Coach ANSLEY should reasonably know to be, a gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Coach ANSLEY with such person;
- (m) failure by Coach ANSLEY to fully cooperate in the enforcement and implementation of any drug testing program established by the University, the SEC, the NCAA, or any other governing athletic body, for student-athletes;

- (n) conduct of Coach ANSLEY which reflects adversely on the University or its athletics program;
- (o) gross misconduct by Coach ANSLEY, as defined by University personnel policy now in effect or hereafter adopted by the University. "Gross misconduct" is currently defined by University personnel policy to include the following: theft or dishonesty; gross insubordination; willful destruction of University property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; illegal use, manufacture, possession, distribution, or dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behavior by the employee; or
- (p) any other material breach by Coach ANSLEY of his duties or responsibilities under this Agreement if: (i) in the University's reasonable and good faith judgment, the breach is capable of being cured and Coach ANSLEY fails to cure the material breach within thirty (30) days after written notice by the University specifying the nature of the breach; or (ii) in the University's reasonable and good faith judgment, the breach is not capable of being cured.

Section 3.2.3. The grounds for termination contained in Section 3.2.2 are separate and independent grounds for termination, and one ground for termination shall not be interpreted in any manner to modify, explain, or restrict any other ground for termination provided for anywhere in this Agreement.

Section 3.2.4. In its sole discretion, the University may suspend Coach ANSLEY with pay pending an investigation or decision relating to termination for cause under this Section 3.2.

Section 3.2.5. Upon termination of this Agreement for cause, Coach ANSLEY shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach ANSLEY waives any and all rights to receive compensation for his accrued and unused annual leave.

Section 3.2.6. For any one or more acts, omissions, or events that could be grounds for termination for cause under this Section 3.2, the University may take other disciplinary or corrective action against Coach ANSLEY short of terminating this Agreement. Other disciplinary or corrective action may include, but is not limited to, one or more of the following: (a) written reprimand; (b) suspension with pay; (c) suspension without pay; or (d) reassignment to a position that does not involve contact with prospective or enrolled student-athletes or representatives of the University's athletics interests. No such disciplinary or corrective action shall be construed to conflict with or limit the University's right to terminate this Agreement during or subsequent to such disciplinary or corrective action.

Section 3.2.7. Prior to the effective date of termination of Coach ANSLEY's employment or suspension of Coach ANSLEY without pay under this Section 3.2, the University shall afford Coach ANSLEY notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed termination or suspension. If the University terminates Coach ANSLEY's employment or suspends him for a period of time without pay under this Section 3.2, the University shall afford Coach ANSLEY a post-termination or post-suspension opportunity to contest the action in accordance with the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated 4-5-301 *et seq.*

Section 3.2.8. In its sole discretion, the University may elect to terminate this Agreement for cause under this Section 3.2 but offer Coach ANSLEY continued employment with or without a new employment agreement.

Section 3.2.9. Coach ANSLEY agrees that nothing in this Section 3.2 shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Section 3.1, Article V, and Article X.

Section 3.3. Termination by Coach ANSLEY

Section 3.3.1. Coach ANSLEY shall have the right to terminate this Agreement at any time. In the event Coach ANSLEY elects to terminate this Agreement, he shall pay liquidated damages to the University in an amount equal to 33% of the total compensation (calculated as Base Pay plus Supplemental Pay) for the contract year during which the termination occurs. The liquidated damages shall be payable in full within sixty (60) days of the date of termination. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief. Upon the termination of this Agreement by Coach ANSLEY, Coach ANSLEY waives any and all rights to receive compensation for his accrued and unused annual leave. The liquidated damages may be waived by the University in writing signed by the Athletics Director. Nothing in this Section 3.3 shall be construed to require payment of liquidated damages as a result of an automatic termination pursuant to Section 3.4.

Section 3.3.2. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach ANSLEY's promise to work for the University for the entire term of this Agreement is an essential consideration in the University's decision to employ him as Assistant Football Coach and the fact that the University will commit substantial financial resources to the success of the football program and that if Coach ANSLEY terminates his employment with the University, the University will suffer damages the amount, nature, and extent of which are difficult to determine and which may include, but not be limited to, additional expenses to search for another Assistant Football Coach, salary or other compensation to hire another Assistant Football Coach, and tangible and intangible detriment to the football program of the University and support of its fans and donors. Accordingly, Coach ANSLEY acknowledges and agrees that the amount of liquidated damages set forth in Section 3.3.1 is a reasonable and fair approximation of the harm that the University will incur in the event of such termination by Coach ANSLEY. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.3.3. Coach ANSLEY shall immediately notify the head football coach in the event Coach ANSLEY has any direct or indirect contact with or from any entity, or agent or representative of the entity's athletics interests, regarding potential employment by or with another college or university or a professional football organization.

Section 3.4. Termination upon Death or Disability of Coach ANSLEY

Section 3.4.1. This Agreement shall terminate automatically upon the death of Coach ANSLEY, and all salary, compensation, benefits, and perquisites shall terminate as of the calendar month in which death occurs, except that the executor or administrator of Coach ANSLEY's estate or other beneficiary specifically designated in writing shall be paid any death benefits due Coach ANSLEY under any University Rules now in effect or hereafter adopted by the University.

Section 3.4.2. This Agreement shall terminate automatically if Coach ANSLEY becomes disabled. "Disabled" shall mean physical or mental incapacity of a nature that prevents Coach ANSLEY, in the reasonable and good faith judgment of the University, from performing an essential function of the position of Assistant Football Coach for a period of one hundred twenty (120) consecutive calendar days. If this Agreement is terminated because Coach ANSLEY becomes disabled, all salary, compensation, benefits, and perquisites shall terminate, except that Coach ANSLEY shall receive: (a) any disability benefits to which he is entitled under any disability program in which he is enrolled; and (b) compensation for his accrued and unused annual leave.

ARTICLE IV – DUTIES AND RESPONSIBILITIES

Coach ANSLEY shall perform, to the reasonable satisfaction of the Athletics Director, the duties and responsibilities of Assistant Football Coach, which shall include without limitation:

- (a) Coaching a position or group of positions, including overseeing and managing his respective football unit;
- (b) Performing recruiting activities at the direction of the Head Football Coach;

- (c) Performing his duties and personally comporting himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the University. At all times, Coach ANSLEY shall use his best efforts to promote an environment in which all employees and students under Coach ANSLEY's supervision, or subject to Coach ANSLEY's control or authority, comport themselves in a like manner;
- (d) Becoming knowledgeable of and complying with any and all Governing Athletic Rules and University Rules;
- (e) Reporting immediately to the Athletics Director or the Athletics Compliance Office any actual knowledge of or reasonable cause to believe that one or more violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (f) Cooperating fully in any investigation of any aspect of the University's intercollegiate football program or intercollegiate athletics program, whether by the NCAA, the SEC, or the University;
- (g) Working cooperatively with athletics compliance personnel on compliance matters and Governing Athletic Rules education;
- (h) Performing public relations, alumni relations, community service, and fundraising functions;
- (i) Performing other duties described elsewhere in this Agreement;
- (j) Performing other duties ordinarily associated with and performed by an Assistant Football Coach at a major university that participates in intercollegiate men's football competition at the NCAA Division I Football Bowl Subdivision level; and
- (k) Performing other reasonable duties as may be assigned by the Head Football Coach, the Athletics Director, and/or their designees from time to time.

ARTICLE V – ENFORCEMENT OF GOVERNING ATHLETIC RULES

Section 5.1. Coach ANSLEY agrees that the University, as a member of the NCAA, is required to apply and enforce certain Governing Athletic Rules with respect to all institutional staff members through appropriate disciplinary or corrective action and is further required by NCAA Bylaw 11.2.1 and SEC Bylaw 19.8 to include the following stipulation in this Agreement: If Coach ANSLEY is found in violation of Governing Athletic Rules, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, Article 4 of the SEC Constitution, and/or SEC Bylaw 19.8, including suspension without pay or termination of employment for significant or repetitive violations, whether the violation(s) occurred while Coach ANSLEY was employed by the University or during prior employment at another NCAA member institution. For the purposes of this Agreement, the phrase "significant or repetitive violations" shall mean any major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation.

Section 5.2. Coach ANSLEY agrees that a finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee), or an agreed-on finding approved by the NCAA Committee on Infractions in the course of a summary disposition, that Coach ANSLEY has engaged in or condoned a major violation of one or more Governing Athletic Rules shall constitute a material breach of this Agreement that is not capable of being cured, and the University, in its sole discretion, may elect to terminate this Agreement, suspend Coach ANSLEY without pay, or take other disciplinary or corrective action against Coach ANSLEY as set forth in the provisions of the NCAA enforcement procedures upon written notice to Coach ANSLEY within sixty (60) days of the finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) or the NCAA Committee on Infractions' approval of the agreed-on finding, whether the violation(s) occurred while Coach ANSLEY was employed by the University or during prior employment at another NCAA member institution.

Section 5.3. Coach ANSLEY agrees to comply with any penalty imposed by the Commissioner of the SEC pursuant to Governing Athletic Rules, including but not limited to, SEC Bylaw 4.4.3.

Section 5.4. Upon termination of this Agreement pursuant to this Article V, Coach ANSLEY shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach ANSLEY waives any and all rights to receive compensation for his accrued and unused annual leave upon termination of this Agreement pursuant to this Article V.

Section 5.5. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article V but offer Coach ANSLEY continued employment with or without a new employment agreement.

Section 5.6. Prior to implementing any disciplinary or corrective action as contemplated by this Article V against Coach ANSLEY based on a finding by the SEC, NCAA Committee on Infractions, or, if appealed, the NCAA Infractions Appeals Committee, the University shall afford Coach ANSLEY notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed disciplinary or corrective action. Coach ANSLEY voluntarily waives all rights to a post-termination or post-suspension opportunity to contest a termination or suspension without pay pursuant to this Article V under University Rules and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 5.7. Nothing in this Article V shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Article III and Article X.

ARTICLE VI – OUTSIDE INCOME AND ACTIVITIES

Section 6.1. Outside Income

Section 6.1.1. Coach ANSLEY understands and agrees that he shall receive the prior written approval of the Athletics Director and the Chancellor for all athletically-related income and benefits from sources outside the University. Sources of such income and benefits shall include, but are not limited to, income and benefits from: annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television, radio, and other media programs; endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers; and any other outside activities described in Section 6.2.

Section 6.1.2. Coach ANSLEY shall submit an annual written detailed report of all athletically related income and benefits from sources outside the University to the Chancellor, through the Athletics Director, on or before August 1 of each year. Upon request, the University shall have reasonable access to all records of Coach ANSLEY necessary to verify the information contained in such report.

Section 6.2. Outside Activities

Section 6.2.1. Coach ANSLEY understands and agrees that all football camps conducted at University facilities shall be operated through the University and in accordance with University Rules, and that all compensation for coaches and staff shall be paid through the University's payroll or its disbursement voucher system. Coach ANSLEY may use the University's name and logo in connection with any football camps or clinics he conducts at University facilities with prior written approval from the Athletics Director, or his or her designee.

Section 6.2.2. Coach ANSLEY shall not, by any statements or appearances on television, on radio, in newspapers, or in magazines or other published media or any promotional material, personally or officially endorse, promote, or advertise for commercial purposes any product or service unless prior written approval has been granted by the Athletics Director and the Chancellor in accordance with Article VI, Section 6.1.1 of this Agreement. Coach ANSLEY shall also receive annual prior written approval from the Athletics Director and the Chancellor for any use, directly or by implication, of the University's name, logo, or other University trademark in the endorsement of commercial products or services. With the required prior written approvals, and subject to limitations arising out of any University contracts with third parties concerning media rights or the endorsement, promotion, or advertisement of commercial products or services, Coach ANSLEY may undertake commercial endorsements in which he identifies himself as a University Assistant Football Coach. Coach ANSLEY shall include all income and benefits derived from such endorsement activities in the report of all athletically-related income and benefits he must file annually in accordance with Article VI, Section 6.1.2

of this Agreement. All such endorsements shall cease at the termination of Coach ANSLEY's employment as an Assistant Football Coach for the University.

Section 6.2.3. Coach ANSLEY may serve on corporate boards of directors or enter into personal service contracts for outside employment services, provided (a) prior written approval of the Athletics Director and the Chancellor of the University is received and all income and benefits are reported annually in accordance with Article VI, Section 6.1; (b) such activities do not interfere or conflict with his duties at the University; and (c) University facilities and resources are not used.

Section 6.2.4. The University further agrees that Coach ANSLEY may write for publications and speak before public gatherings, provided said writings and speeches are made in the same professional way and manner expected of any member of the administrative staff of the University. The University expressly agrees that any compensation received for such speeches and writings by Coach ANSLEY in the form of honoraria, royalties, and the like may be retained by him in addition to compensation set forth herein; provided, however, that if the University reimburses Coach ANSLEY or otherwise pays for travel or other expenses associated with the receipt of an honorarium, the honorarium shall be remitted in full to the University.

Section 6.2.5. Coach ANSLEY understands and agrees that the University has no responsibility or liability for any claim arising out of Coach ANSLEY's performance of the activities described in Section 6.2 or for any other activity outside the scope of his University employment. In no event shall Coach ANSLEY usurp any corporate opportunities of the University or engage in an activity involving a conflict of interests with his University duties. Outside activities are independent of Coach ANSLEY's employment with the University, and the University shall have no responsibility or liability for any claims arising from Coach ANSLEY's outside activities.

ARTICLE VII – INTELLECTUAL PROPERTY

Section 7.1. Coach ANSLEY grants the University the right during the term of this Agreement to use, and the right to grant to others use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, or facsimile image in any manner in connection with any radio, television, and other media shows, programs and appearances, or in connection with any endorsement or consultation contracts entered into by the University or the University's multi-media rights partner.

Section 7.2. Coach ANSLEY covenants and agrees that the University retains, owns, and controls all intellectual property and media rights relating to the University's football program and Athletics Department, including but not limited to all television, radio, internet, and any other form of written or electronic media now known or developed in the future related to the University's football program and Athletics Department, whether produced by the University or through a third-party. Coach ANSLEY further covenants and agrees that the University shall have the exclusive right to designate the media rights and intellectual property holder for all forms of media created during the term of this Agreement.

Section 7.3. Coach ANSLEY covenants and agrees that, upon termination of this Agreement, the University shall have the right to continue through completion any contracts, endorsement agreements, sponsorship agreements, or similar arrangements that were entered into during the term of this Agreement and which contain Coach ANSLEY's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach ANSLEY shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.4. Coach ANSLEY covenants and agrees that, upon termination of this Agreement, the University shall have the right, but not the obligation, to continue to use, and to authorize, license, or grant any sponsor, manufacturer, media rights company, or vendor the right to use, any intellectual property or media rights relating to the football program, the Athletics Department, or Coach ANSLEY's employment that were created or produced during the term of this Agreement, notwithstanding the fact that such intellectual property or media rights may contain Coach ANSLEY's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach ANSLEY shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.5. Except as otherwise provided in this Agreement, Coach ANSLEY shall retain all rights in and to his

name and endorsement. Upon termination of this Agreement, the University shall have no further right to the continued or future use Coach ANSLEY 's name or endorsement, except as provided in this Article VII.

Section 7.6. The rights and obligations described in this Article VII shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE VIII – LIMITATION OF REMEDIES AND WAIVER OF CLAIMS

In any instance of a suspension of Coach ANSLEY or a termination of this Agreement pursuant to Articles III, V, or X, except as expressly provided for in this Agreement, the University shall have no liability whatsoever to Coach ANSLEY, nor shall Coach ANSLEY be entitled to receive, and Coach ANSLEY hereby waives and releases any and all claims that Coach ANSLEY or his personal representatives may have against the University, its trustees, officers, employees, or agents, and their respective successors, heirs, and assigns for: (a) payment of fringe benefits; (b) accrued and unused annual leave; (c) the amounts payable under Article II or any other athletically related income or benefits derived by virtue of Coach ANSLEY's position as Assistant Football Coach; (d) any direct or consequential damages by reason of any economic loss, including, but without limitation, loss of outside or collateral business income or opportunities, talent fees, earning capacity, incentive and supplemental income, benefits, or perquisites; and/or (e) alleged humiliation or defamation resulting from the fact of termination or suspension, the public announcement thereof, or the University's release of information or documents required by law. Coach ANSLEY acknowledges that in the event of the termination of this Agreement for cause, without cause, or otherwise, Coach ANSLEY shall have no right to occupy the position of Assistant Football Coach and Coach ANSLEY's sole remedies are provided for in this Agreement and shall not extend to injunctive relief. In the event a termination of this Agreement by the University under Section 3.2, Article V, or Article X is ultimately found to be a breach of this Agreement by the Tennessee Claims Commission or a court of competent jurisdiction, after any available appeals have been exhausted, Coach ANSLEY's remedies shall be limited to the liquidated damages described in Article III according to the date of termination, in lieu of any and all other legal remedies or equitable relief.

ARTICLE IX – INDEMNITY

Coach ANSLEY shall indemnify the University against all attorney's fees incurred by the University in connection with any investigation or proceeding resulting in a finding by the University or by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) that (a) Coach ANSLEY has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation; or (b) a person under Coach ANSLEY's supervision or subject to his control or authority has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation if Coach ANSLEY knew or should have known about the violation(s) with reasonable diligence. This obligation shall apply regardless of whether the University terminates this Agreement or Coach ANSLEY's employment. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE X – MATERIAL INDUCEMENT FOR UNIVERSITY'S AGREEMENT AND RESERVATION OF RIGHTS

Section 10.1. As a material inducement to the University to execute and perform this Agreement, Coach ANSLEY represents and warrants the following to the University:

- (a) he did not misrepresent information, withhold information, or provide incomplete or false information during the University's process of interviewing and hiring Coach ANSLEY for the position of Assistant Football Coach;
- (b) he has reported any violations of any Governing Athletic Rules or University Rules from the date of his employment by the University through the date on which he executed this Agreement to the Athletics Director or the Athletics Compliance Office; and
- (c) he has no knowledge of or reasonable cause to believe there exists an unreported violation or potential violation of any Governing Athletic Rules or University Rules by any assistant coach, staff member,

or any other person associated with the football program prior to the date on which he executed this Agreement.

Section 10.2. Coach ANSLEY agrees that a breach of any representation or warranty contained in Section 10.1 shall be a material breach of this Agreement that is not capable of being cured, and the University in its sole discretion may elect to terminate this Agreement upon written notice to Coach ANSLEY. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article X but continue Coach ANSLEY's employment with or without a new employment agreement. Coach ANSLEY voluntarily waives all rights to a post-termination opportunity to contest a termination pursuant to this Article X under University policies and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 10.3. Upon termination of this Agreement pursuant to this Article X, Coach ANSLEY shall not be entitled to further salary, compensation, benefits, or perquisites from the University, including but not limited to any and all rights to receive compensation for his accrued and unused annual leave.

Section 10.4. Coach ANSLEY agrees that nothing in this Article X shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Article III and Article V.

ARTICLE XI – DEFINITIONS

The following words, terms, or phrases, when used in this Agreement, shall have the following meanings:

Section 11.1. "Governing Athletic Rules" shall mean: (1) any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated by the National Collegiate Athletic Association ("NCAA") or the Southeastern Conference ("SEC") or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the University's intercollegiate athletics program; and (2) any and all state or federal laws or regulations regulating college athletics, coaches, staff, student-athletes, or competition.

Section 11.2. "NCAA" shall mean the National Collegiate Athletic Association and its successors.

Section 11.3. "SEC" shall mean the Southeastern Conference and its successors or any other athletic conference of which the University may be a member.

Section 11.4. "University" shall mean The University of Tennessee and its campus located in Knoxville, Tennessee.

Section 11.5. "University Rules" shall mean any and all present or future policies, procedures, rules, regulations, and guidelines of the University.

ARTICLE XII – MISCELLANEOUS

Section 12.1. This Agreement contains the complete agreement between the parties concerning Coach ANSLEY's employment as the University's Assistant Football Coach. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement.

Section 12.2. This Agreement may only be modified by a writing signed by Coach ANSLEY and the Athletics Director, Chancellor, and the Chief Financial Officer of the University.

Section 12.3. The invalidity of any portion of this Agreement shall not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 12.4. Coach ANSLEY acknowledges that no policy or procedures manual, faculty or staff handbook, course of conduct, practice, award, commendation, promotion, transfer, or length of service creates any express or implied

contract modifying any part of this Agreement.

Section 12.5. This Agreement shall be interpreted in accordance with Tennessee law.

Section 12.6. The captions of the various provisions contained in this Agreement are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

Section 12.7. Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and either (a) delivered in person, (b) sent by United States mail, with first class postage prepaid, (c) sent via electronic mail, or (d) sent by a nationally recognized delivery service. Notice shall be deemed given when the written notice is (a) delivered in person, (b) placed in the United States mail, (c) sent via electronic mail, or (d) placed with a nationally recognized delivery service. Notice to Coach ANSLEY shall be sent to his campus office or to his University-provided e-mail account(s). Coach ANSLEY shall promptly notify the Athletics Director of any change in the name or address of the person to whom a duplicate copy of notice shall be sent. Notice to the University shall be delivered to the Athletics Director at his or her campus office.

Section 12.8. All documents, files, records, materials (in any format, including electronically stored information), equipment, or other property, including without information, personnel records, recruiting records, team information, athletic equipment, films, videos, statistics, keys, credit cards, laptop computers, software programs, and electronic communication devices, furnished to Coach ANSLEY by the University or developed by Coach ANSLEY at the University's direction or for the University's use or otherwise in connection with Coach ANSLEY's employment with the University are and shall remain the sole and confidential property of the University. Within three (3) days of the expiration or termination of this Agreement, Coach ANSLEY shall complete the University's exit procedure, including returning all University property in his possession. The foregoing provisions shall not apply to Coach ANSLEY's personal notes, personal playbooks, memorabilia, diaries, and similar personal records of Coach ANSLEY, which he is entitled to retain.

Section 12.9. Upon the expiration or earlier termination of this Agreement for any reason, Coach ANSLEY agrees that the University shall be entitled to withhold and deduct from any final payment of any kind that is owed to Coach ANSLEY by the University the amount of any indebtedness owed to the University by Coach ANSLEY.

Section 12.10. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

Section 12.11. It is expressly agreed that nothing contained in this Agreement shall be construed to constitute a waiver or relinquishment by the University of any rights to claim such exemptions, privileges, and immunities as may be provided by law.

Section 12.12. Coach ANSLEY may not assign, pledge, or encumber his rights, interests, or obligations under this Agreement.

Section 12.13. Each party hereto shall be viewed as an equal participant to the drafting of this Agreement, and each party agrees that there shall be no presumption against the drafting party.

Section 12.14. Coach ANSLEY acknowledges that he has read and understands this Agreement and agrees that its provisions are reasonable and enforceable and that he will abide by them.


Section 12.15. The parties agree that the effective date of this Agreement shall be February 1, 2012, even if the Agreement's execution date is subsequent thereto.

Section 12.16. This Agreement shall not be binding on the University until signed by the Chancellor and the University's Chief Financial Officer. Coach ANSLEY expressly acknowledges that the Athletics Director does not have authority to bind the University with respect to this Agreement, any amendment of this Agreement, or Coach ANSLEY's employment as the University's Assistant Football Coach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

THE UNIVERSITY OF TENNESSEE

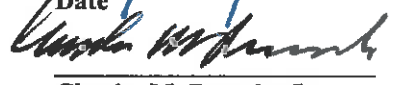
COACH DERRICK ANSLEY

By: 
Jimmy G. Cheek, Chancellor
The University of Tennessee,
Knoxville



DERRICK ANSLEY

3/29/12
Date

3/26/12
Date


Charles M. Peccolo, Jr.
Treasurer and Interim Chief Financial Officer
The University of Tennessee
APR 13 2012

Date


Dave Hart
Vice Chancellor and Athletics Director
The University of Tennessee, Knoxville

3/27/12
Date

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, entered into by and between THE UNIVERSITY OF TENNESSEE, a public educational corporation of the State of Tennessee (hereinafter referred to as University), for and on behalf of The University of Tennessee Men's Athletics Department, and Jim Chaney (hereinafter referred to as Coach Chaney).

WITNESSETH:

In consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

Article I

A. Coach Chaney agrees to serve as Offensive Coordinator for the football program of The University of Tennessee with the initial duties outlined in the job description attached as Exhibit A. The duties outlined in Exhibit A may be modified from time to time by the University with reasonable advance notice to Coach Chaney.

B. Coach Chaney agrees to comply with the constitution, bylaws and interpretations of the NCAA, and all NCAA, SEC, and University rules and regulations relating to the conduct and administration of the football program, including recruiting rules, as now in effect or as amended during the term of this Agreement. Coach Chaney further agrees to comply with and abide by all University policies, procedures, rules, and standards of conduct generally required of University employees. Coach Chaney further agrees to advise the Director of Men's Athletics or the Associate Athletics Director/Compliance immediately of any actual knowledge of or reasonable cause to believe that violations of NCAA, SEC, or University rules and regulations have occurred or are occurring.

Article II

A. For the term of this Agreement, as payment and consideration for the services to be performed by Coach Chaney under this Agreement, the University agrees to pay Coach Chaney an annual salary ("Base Pay") payable in twelve (12) equal monthly installments according to the following schedule of total annual salary:

January 1, 2010 through December 31, 2010:	\$275,000.00
January 1, 2011 through December 31, 2011:	\$275,000.00
January 1, 2012 through December 31, 2012:	\$275,000.00

B. The University agrees to pay Coach Chaney additional compensation for services, payable from income earned by the University under broadcast and endorsement or consultation contracts between the University and athletic equipment, shoe, or apparel manufacturers ("Broadcast/Endorsement Pay") according to the following schedule of total annual additional compensation:

January 1, 2010 through December 31, 2010:	\$150,000.00
January 1, 2011 through December 31, 2011:	\$175,000.00
January 1, 2012 through December 31, 2012:	\$225,000.00

The University shall pay the Broadcast/Endorsement Pay to Coach Chaney annually in twelve (12) equal monthly installments. In consideration of this additional compensation, Coach Chaney agrees to participate in radio and television shows, programs and appearances, football playbacks, and football radio and carry out any endorsement or consultation services required of Coach Chaney under the University's contracts with athletics shoe, equipment, or apparel manufacturers, and perform various public relations services on behalf of the University during each year of this Agreement,

as directed by the Director of Men's Athletics or the Chancellor of the University.

C. As a regular full-time employee of The University of Tennessee, Coach Chaney is entitled to the same fringe benefits as other regular full-time employees.

D. In the event of certain achievements by the football team, the University shall pay Coach Chaney extra service pay in accordance with a policy annually agreed upon by the Chancellor and the Director of Men's Athletics.

E. Pursuant to the courtesy car program of the Tennessee Men's Athletics Department now in effect or hereafter amended, Coach Chaney may be furnished for his personal use two (2) automobiles of quality, in terms of make and model, similar to the vehicles provided to other University coaches; provided, however, it is understood and agreed that such automobiles shall not be construed to be part of the consideration of this Agreement, and such use may be terminated at any time at the exclusive option of the University. Coach Chaney will be solely responsible for maintaining insurance on the vehicles and for fuel costs and for otherwise complying with the courtesy car program.

Article III

Coach Chaney grants the University the right during the term of this Agreement to use, and the right to grant to others use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, or facsimile image in any manner in connection with any reasonable radio and television services or endorsement or consultation contracts the University enters into for the University's endorsement or Coach Chaney's endorsement.

Article IV

Coach Chaney agrees that he shall immediately notify the University's Director of

Men's Athletics in the event of Coach Chaney's interest in, or any direct or indirect contact with or from any person or entity regarding, potential employment by or with another college or university or with a professional football organization.

Article V

Coach Chaney understands and agrees that all football camps conducted at University facilities must be operated through the University and in accordance with University policies and procedures, and that all compensation for coaches and staff must be paid through the University's payroll or its disbursement voucher system. Coach Chaney may use the University's name and logo in connection with any football camps or clinics he conducts at University facilities with prior approval from the Director of Men's Athletics, or his or her designee.

Article VI

Coach Chaney shall not, by any statements or appearances on television, on radio, in newspapers, or in magazines or other published media or any promotional material, personally or officially endorse, promote, or advertise for commercial purposes any product, merchandise, or service unless annual prior written approval has been granted by the Director of Men's Athletics and the Chancellor of the University in accordance with the reporting procedure provided in Article VIII of this Agreement. This requirement of annual prior written approval also applies to any use, directly or by implication, of the University's name or logo in the endorsement of commercial products or services. With the required prior written approvals, Coach Chaney understands and agrees that he may undertake commercial endorsements in which he identifies himself as the University's Assistant Football Coach, but he may not otherwise associate the University's name or logo with an endorsement. All such endorsements must cease at

the termination of Coach Chaney's employment as the University's Assistant Football Coach.

Article VII

Coach Chaney shall not accept, prior to receiving approval in writing annually by the Director of Men's Athletics and the Chancellor of the University in accordance with the reporting procedure provided in Article VIII of this Agreement, compensation or gratuities (excluding University administered funds) from an athletics shoe, apparel or equipment manufacturer in exchange for the use of such merchandise during practice or competition by the University's student-athletes

Article VIII

Coach Chaney understands and agrees that he must receive the annual prior written approval of the Director of Men's Athletics and the Chancellor of the University for all athletically-related income and benefits from sources outside The University of Tennessee. Sources of such income and benefits shall include, but are not limited to, income from annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television and radio programs; and endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers.

Coach Chaney shall submit a written report and request for approval of all athletically related income and benefits from sources outside the University to the Chancellor, through the Director of Men's Athletics, on or before May 1 of each year. Coach Chaney shall update the report promptly to reflect any changes, and in no event less frequently than annually. Opportunities for athletically related income and benefits occurring after the annual report must be submitted for prior written approval as they

occur, and if continuing, be included in the next annual report and request for approval.

Article IX

Coach Chaney may serve on corporate boards of directors or enter into personal service contracts for outside employment services, provided (i) prior written approval of the Director of Athletics and the Chancellor of the University is received annually in accordance with the reporting procedure provided in Article VIII; (ii) such activities do not interfere with his duties at the University; and (iii) University facilities and resources are not used. The University expressly agrees that any compensation received for such service on corporate boards or outside employment services may be retained by Coach Chaney in addition to compensation set forth hereinafter.

The University further agrees that Coach Chaney may write for publications and speak before public gatherings, provided said writings and speeches are made in the same professional way and manner expected of any member of the Faculty or Administrative Staff of the University. The University expressly agrees that any compensation received for such speeches and writings by Coach Chaney in the form of honoraria, royalties, and the like may be retained by him in addition to compensation set forth herein; provided, however, that if the University reimburses Coach Chaney or otherwise pays for travel or other expenses associated with the receipt of an honorarium, the honorarium must be remitted in full to the University.

To the extent that any outside activity authorized by this Article IX results in athletically related income or benefit to Coach Chaney, it shall be subject to the annual prior written approval of the Director of Men's Athletics and the Chancellor of the University in accordance with the reporting procedure provided in Article VIII of this Agreement.

Coach Chaney understands and agrees that the University has no responsibility or liability for any claim arising out of Coach Chaney's performance of the activities described in this Article IX or for any other activity outside the scope of his University employment.

Article X

A. Coach Chaney covenants and agrees that the University retains, owns, and controls all intellectual property and media rights relating to the University's football program and Athletics Department, including but not limited to all television, radio, internet, and any other form of written or electronic media now known or developed in the future related to the University's football program and Athletics Department, whether produced by the University or through a third-party. Coach Chaney further covenants and agrees that the University shall have the exclusive right to designate the media rights and intellectual property holder for all forms of media created during the term of this Agreement.

B. Coach Chaney covenants and agrees that, upon termination of this Agreement, the University shall have the right to continue through completion any contracts, endorsement agreements, sponsorship agreements, or similar arrangements that were entered into during the term of this Agreement and which contain Coach Chaney's name, likeness, image, voice, biographical information, or endorsement. Coach Chaney shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

C. Coach Chaney covenants and agrees that, upon termination of this Agreement, the University shall have the right, but not the obligation, to continue to use, and to authorize, license, or grant any sponsor, manufacturer, media rights company, or

vendor the right to use, any intellectual property or media rights relating to the University's football program, the University's Athletics Department, or Coach Chaney's employment that were created or produced during the term of this Agreement, notwithstanding the fact that such intellectual property or media rights may contain Coach Chaney's name, likeness, image, voice, biographical information, or endorsement. Coach Chaney shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

D. Except as otherwise provided in this Agreement, Coach Chaney shall retain all rights in and to his name and endorsement. Upon termination of this Agreement, the University shall have no further right to the continued or future use of Coach Chaney's name or endorsement, except as provided in this Article.

Article XI

A. Coach Chaney understands and agrees that the University, as a member of the NCAA, is required to apply and enforce NCAA regulations with respect to all institutional staff members through appropriate disciplinary or corrective action and is further required to include this stipulation in this Agreement. If Coach Chaney is found by the NCAA Committee on Infractions or, if appealed, the NCAA Infractions Appeals Committee, to be in violation of one or more NCAA regulation(s), he shall be subject to disciplinary or corrective action by the University, as set forth in the provisions of the NCAA enforcement procedures, including, in the University's sole discretion, (1) termination of employment as set forth in Article XII.F(iv) of this Agreement; (2) suspension without pay; or (3) reassignment to a position that does not include contact with prospective or enrolled student-athletes or representatives of the University's athletics interests. Nothing in this Article XI shall be construed to conflict with or limit

the University's right to terminate this Agreement for cause as set forth in Article XII F of this Agreement.

B If the University terminates Coach Chaney's employment or suspends him for a period of time without pay under Article XI A, the University shall afford Coach Chaney a post-termination or post-suspension opportunity to contest the action in accordance with the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated 4-5-301 et seq.

Article XII

A. The term of this Agreement shall be from January 1, 2010, through December 31, 2012.

B. This Agreement shall terminate automatically upon the death of Coach Chaney, and all salary, compensation, benefits, and perquisites shall terminate as of the calendar month in which death occurs, except that the executor or administrator of Coach Chaney's estate or other beneficiary specifically designated in writing shall be paid any death benefits due Coach Chaney under any University policy now in effect or hereafter adopted by the University

This Agreement shall also terminate automatically if Coach Chaney becomes disabled. "Disabled" shall mean physical or mental incapacity of a nature that prevents Coach Chaney, in the sole judgment of the University, from performing his duties under this Agreement for a period of one hundred twenty (120) consecutive calendar days. If this Agreement is terminated because Coach Chaney becomes disabled, all salary, compensation, benefits, and perquisites shall terminate, except that Coach Chaney shall receive any disability benefits to which he is entitled under any disability program in which he is enrolled.

C. Upon the expiration of the term of this Agreement, the University, in its sole discretion, may elect not to renew this Agreement for an additional term of years. Coach Chaney understands and agrees that the University may allow this Agreement to expire and elect not to renew his appointment as Assistant Coach without complying with any University personnel policy or procedure applicable to staff-exempt employees who do not serve under a contract of employment with a definite term of years. The University understands and agrees that Coach Chaney must agree to any renewal of this Agreement.

If the University elects not to renew this Agreement, Coach Chaney shall complete the University's exit procedure prior to expiration of the term of this Agreement, including return of his University ID, computer, cell phone, and all other University property in his possession. Coach also shall return the courtesy car assigned to him prior to the expiration date.

D. In its sole discretion and at any time during the term of this Agreement, the University may elect to terminate this Agreement and buy out any remaining years of the Agreement. The University shall not be required to demonstrate cause or adequate cause for a buy-out. Under a buy-out, the University's liability shall be limited to the monthly rate of the "Base Pay" stated in Article II.A times the number of months remaining in the term of this Agreement. The payment of the buy-out shall be made in two equal installments, subject to all applicable state and federal withholding requirements, with the first payment due thirty (30) days after the date of termination of this Agreement and the second payment due thirty (30) days after the start of the next fiscal year following the first payment.

In no event shall the University's liability under a buy-out include payment of

fringe benefits, the amounts payable under Article II.B, Article II.C, Article II.D, Article II.E, Article II.F, Article V, or any other athletically related income or benefits derived by virtue of Coach Chaney's position as Assistant Football Coach. Coach Chaney further expressly waives, disclaims, and releases any claims against the University arising from or relating to the loss of any outside or collateral business income or opportunities to Coach Chaney resulting, either directly or indirectly, from a buy-out under this Article XII.D. Coach Chaney understands and agrees that the University's decision to terminate this Agreement and buy out any remaining years of the Agreement is not subject to any University policy or procedure requiring progressive discipline.

In the event of a buy-out, Coach Chaney shall complete the University's exit procedure prior to the termination date, including return of the courtesy car assigned to him, his University ID, computer, cell phone, and all other University property in his possession within three (3) days of the notice of buy-out by the University.

E. The Men's Athletics Director, or his or her designee, shall conduct an initial performance review of Coach Chaney within six (6) months of the effective date of this Agreement. Thereafter, on or before December 15 of each year during the term of this Agreement, the Men's Athletics Director shall conduct an annual performance review of Coach Chaney.

F. Coach Chaney understands and agrees that the University may terminate this Agreement at any time for cause. Cause shall include, but not be limited to, any of the following:

(i) inability due to a physical or mental impairment to perform an essential function of the position of Assistant Football Coach;

(ii) a finding by the Director of Men's Athletics that Coach Chaney's

conduct, or pattern of conduct, constitutes or may lead to a major violation of any NCAA, SEC, or University rule or interpretation thereof, including but not limited to any violation which results or could result in the University being placed on probation by the NCAA or SEC, and that such violation has, or could have, a negative or adverse impact upon the University or its Athletics program, provided that the University gives notice of termination within sixty (60) days of such a finding;

(iii) a finding by the Director of Men's Athletics that conduct, or a pattern of conduct, by a football coach or other employee of the Athletics Department under Coach Chaney's control or authority constitutes or may lead to a major violation of any NCAA, SEC or University rule or interpretation thereof, including but not limited to any violation which results or could result in the University being placed on probation by the NCAA or SEC, and that such violation has, or could have, a negative or adverse impact upon the University or its Athletics program, provided that Coach Chaney had, or should have had, knowledge of such conduct and failed to advise either the Director of Men's Athletics or the Associate Athletics Director/Compliance immediately of any actual knowledge or reasonable cause to believe that violations of NCAA, SEC, or University rules and regulations have occurred or are occurring, as required by Article I.B of this Agreement, and provided that the University gives notice of termination within sixty (60) days of such a finding;

(iv) a termination by the University pursuant to Article XI.A of this Agreement;

(v) acts constituting a prohibited conflict of interests under applicable

University policy or state law;

(vi) neglect or inattention by Coach Chaney to the standards, duties, and responsibilities generally expected of University employees and specifically required of Coach Chaney under this Agreement;

(vii) fraud or dishonesty by Coach Chaney in the performance of his duties and responsibilities under this Agreement;

(viii) counseling or instructing by Coach Chaney of any coach, football staff member, current or former student-athlete, student, or person to fail or refuse to respond accurately and fully within a reasonable time to any inquiry or request concerning a matter relevant to the athletics programs of the University or of another institution of higher education which shall be propounded by the NCAA, SEC, the University, or other governing body having supervision over the Athletics program of the University, or which shall be required by law, governing body rules, or University rules;

(ix) fraud or dishonesty of Coach Chaney in the preparation of, falsification of, or alteration of documents or records of the University, NCAA, or SEC, or documents or records required to be prepared, kept or maintained by the rules, regulations, or policies of the University, the NCAA, the SEC, or any other governing body, or by applicable law, or other documents or records pertaining to any recruit or current or former student-athlete, including without limitation, expense reports, transcripts, eligibility forms, or compliance reports or permitting, encouraging, or condoning such fraudulent or dishonest acts by any assistant coaches, current or former student-athletes, or other persons under Coach Chaney's control or authority;

(x) conviction of Coach Chaney of a criminal act that constitutes either (a) a felony or (b) a misdemeanor involving moral turpitude (excluding minor traffic offenses);

(xi) prolonged absence by Coach Chaney from his duties under this Agreement, without the consent of the Director of Men's Athletics;

(xii) soliciting, placing, or accepting by Coach Chaney of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any member of Coach Chaney's coaching staff, any student-athlete, or any person under Coach Chaney's control or authority;

(xiii) failure by Coach Chaney to fully cooperate in the enforcement and implementation of any drug testing program established by the University, the SEC, the NCAA, or any other governing athletic body, for student-athletes;

(xiv) conduct that brings the University into public disrepute, as determined by the University in its sole discretion, including but not limited to NCAA compliance related issues;

(xv) acts of gross misconduct by Coach Chaney, as defined by University personnel policy now in effect or hereafter adopted by the University. "Gross misconduct" is currently defined by University personnel policy to include the following: theft or dishonesty; gross insubordination; willful destruction of University property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; illegal use, manufacture, possession, distribution, or dispensing of controlled substances or alcohol; disorderly conduct;

provoking a fight; and other similar acts involving intolerable behavior by the employee;

(xvi) failure to treat student-athletes appropriately, professionally and in a non-abusive manner; and

(xvii) any other material breach by Coach Chaney of his duties or responsibilities under the terms of this Agreement, as determined in the sole discretion of the University, if in the University's sole discretion the breach is capable of being cured and if Coach Chaney fails to cure the material breach within thirty (30) days after receipt of written notice by the University specifying the nature of the default.

Upon termination of this Agreement for cause, Coach Chaney shall not be entitled to further salary, compensation, benefits, or perquisites from the University.

G. Coach Chaney shall have the right to terminate this Agreement at any time and for any reason upon thirty (30) days' written notice to the University.

Article XIII

A. This Agreement, including all Exhibits, contains the complete agreement between the parties concerning Coach Chaney's appointment as Assistant Football Coach/Offensive Coordinator. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement.

B. This Agreement may only be modified by a writing signed by both parties.

C. The invalidity of any portion of this Agreement shall not and shall not be deemed to affect the validity of any other provision. In the event any provision of this

Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

D. This Agreement shall be interpreted in accordance with Tennessee law.

E. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

F. Coach Chaney may not assign, pledge, or encumber his rights, interests, or obligations under this Agreement.

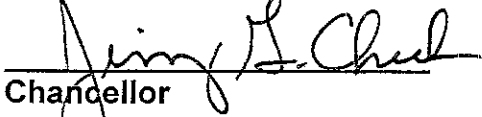
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

the dates shown below.

THE UNIVERSITY OF TENNESSEE

COACH JIM CHANEY

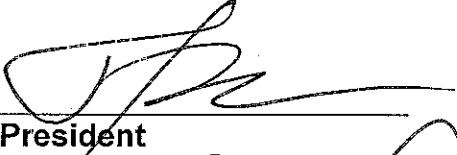
By:


Chancellor


Jim Chaney

12/2/2010
Date

12/1/2010
Date


President

12/9/10
Date


Director of Men's Athletics

12/1/10
Date

Exhibit A

Duties of Assistant Football Coach/Offensive Coordinator

Purpose: The purpose of the Assistant Football Coach/Offensive Coordinator position is to assist with the total administration of the football program in compliance with NCAA and SEC rules and regulations and the procedures of the University of Tennessee.

Duties and Responsibilities, include, but are not limited to:

1. Coaching a position or group of positions, including overseeing and managing the Offensive football unit;
2. Performing recruiting activities at the direction of the Head Football Coach;
3. Maintaining an exemplary knowledge of NCAA and SEC rules and regulations and the University of Tennessee's desire to abide by these rules; and
4. Performing all other duties as assigned by appropriate Athletic Department personnel.

AMENDMENT NUMBER 1

This is Amendment Number 1 to the Agreement between THE UNIVERSITY OF TENNESSEE ("University") and COACH JIM CHANEY ("Coach Chaney") effective December 2, 2010 ("Agreement").

WITNESSETH:

In consideration of the mutual promises contained in this Amendment, the parties agree as follows:

1. Article XII, Paragraph A, of the Agreement is amended by deleting the current language in its entirety and substituting the following:

The term of this Agreement shall be from January 1, 2010 through December 31, 2013, unless sooner terminated as hereinafter provided in this Agreement.

2. Article II, Paragraph A, of the Agreement is amended by deleting the current language in its entirety and substituting the following:

A. For the term of this Agreement, as payment and consideration for the services to be performed by Coach Chaney under this Agreement, the University agrees to pay Coach Chaney an annual salary ("Base Pay") payable in twelve (12) equal monthly installments according to the following schedule of total annual salary:

January 1, 2010 through December 31, 2010:	\$275,000.00
January 1, 2011 through December 31, 2011:	\$275,000.00
January 1, 2012 through December 31, 2012:	\$275,000.00
January 1, 2013 through December 31, 2013:	\$275,000.00

3. Article II, Paragraph B, of the Agreement is amended by deleting the current language in its entirety and substituting the following:

B. The University agrees to pay Coach Chaney additional compensation for services, payable from income earned by the University under broadcast and endorsement or consultation contracts between the University and athletic equipment, shoe, or apparel manufacturers ("Broadcast/Endorsement Pay") according to the following schedule of total annual additional compensation:

January 1, 2010 through December 31, 2010: \$150,000.00

January 1, 2011 through December 31, 2011: \$250,000.00

January 1, 2012 through December 31, 2012: \$275,000.00

January 1, 2013 through December 31, 2013: \$325,000.00

The University shall pay the Broadcast/Endorsement Pay to Coach Chaney annually in twelve (12) equal monthly installments. In consideration of this additional compensation, Coach Chaney agrees to participate in radio and television shows, programs and appearances, football playbacks, and football radio and carry out any endorsement or consultation services required of Coach Chaney under the University's contracts with athletics shoe, equipment, or apparel manufacturers, and perform various public relations services on behalf of the University during each year of this Agreement, as directed by the Director of Men's Athletics or the Chancellor of the University.

4. Article XII, Paragraph D of the Agreement is amended by deleting the current language in its entirety and substituting the following:

D. In its sole discretion and at any time during the term of this Agreement, the University may elect to terminate this Agreement and buy

out any remaining years of the Agreement. The University shall not be required to demonstrate cause or adequate cause for a buy-out. If the University elects to terminate and buy out the remaining term of the Agreement prior to March 1, 2012, the University's liability shall be limited to one million dollars (\$1,000,000.00); and if the University elects to terminate and buy out the remaining term of the Agreement on or after March 1, 2012, the University's liability shall be limited to the monthly rate of the sum of "Base Pay" and "Broadcast/Endorsement Pay" stated in Article II.A times the number of months remaining in the term of this Agreement. Payment of the buy-out shall be made in equal monthly installments during the remaining term of the Agreement, subject to all applicable state and federal withholding requirements, with the first payment due thirty (30) days after the date of termination of this Agreement.

In no event shall the University's liability in the event of a buy-out include payment of fringe benefits, the payment of accrued and unused annual leave, or any other athletically related income or benefits derived by virtue of Coach Chaney's position as Offensive Coordinator. Coach Chaney further expressly waives, disclaims, and releases any claims against the University arising from or relating to the loss of any outside or collateral business income or opportunities to Coach Chaney resulting, either directly or indirectly, from of a buy-out under this Article XII.D. Coach Chaney understands and agrees that the University's decision to terminate this Agreement and buy out any remaining years of the Agreement is not subject to any University policy or procedure requiring progressive discipline.

In the event of a buy-out, Coach Chaney shall complete the University's exit procedure prior to the termination date, including return of the courtesy car(s) assigned to him, his University ID, computer, cell

phone, and all other University property in his possession within three (3) days of the notice of buy-out by the University.

Except as revised by this Amendment No. 1, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates shown below....

THE UNIVERSITY OF TENNESSEE

COACH JIM CHANEY.....

BY:

Henry S. Chubb
Chancellor

Jim Chaney
Jim Chaney

8/18/2011
Date

8/16/2011
Date

Charles W. Brumback
Interim Chief Financial Officer

AUG 18 2011
Date

Joe C. Cio
Interim Vice Chancellor/Director of Athletics

8/17/2011
Date

**EMPLOYMENT AGREEMENT
ASSISTANT FOOTBALL COACH**

This Employment Agreement ("Agreement") is entered into by and between THE UNIVERSITY OF TENNESSEE ("University"), a public educational corporation of the State of Tennessee, for and on behalf of The University of Tennessee, Knoxville and its Athletics Department, and CHARLIE COINER ("Coach COINER"). This Agreement cancels and supersedes any and all prior existing oral and written agreements between the University and Coach COINER.

WITNESSETH:

In consideration of the covenants and agreements herein contained, the parties to this Agreement agree as follows:

ARTICLE I – PURPOSE AND TERM OF AGREEMENT

Section 1.1. Subject to the terms and conditions stated in this Agreement, the University agrees to employ Coach COINER, and Coach COINER agrees to serve, as an assistant coach of the University's intercollegiate football team ("Assistant Football Coach").

Section 1.2. The term of this Agreement shall be from January 27, 2012 through February 28, 2013, unless sooner terminated as provided in this Agreement.

Section 1.3. The University may allow this Agreement to expire and elect not to renew Coach COINER's employment as Assistant 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.

Section 1.4. In its sole discretion and at any time with or without adequate cause, the University may reassign Coach COINER from the duties of Assistant Football Coach to other duties within the University. Upon reassignment to other duties, Coach COINER shall receive Base Pay and Supplemental Pay under Article II in an amount to be unchanged until the expiration of the term of this Agreement.

ARTICLE II – COMPENSATION

Section 2.1. As payment and consideration for the services to be performed by Coach COINER under this Agreement, the University agrees to pay Coach COINER an annual salary ("Base Pay") according to the following schedule of total annual salary, subject to all applicable state and federal tax reporting and withholding requirements:

January 27, 2012 through February 29, 2012:	Prorated portion of \$275,000.00 per annum
March 1, 2012 through February 28, 2013:	\$275,000.00

The University shall pay the Base Pay to Coach COINER in twelve (12) equal monthly installments in accordance with the University's customary monthly payroll procedures. The Base Pay shall not be increased in accordance with any across-the-board salary increase authorized or mandated for University employees by the State of Tennessee or the University.

Section 2.2. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for Coach COINER to assist the football team in achieving the goals described below, the University agrees to pay Coach COINER, if earned, annual incentive compensation in an amount equal to the sum of the percentages of Total Compensation described in the following subsections, subject to all applicable state and federal tax reporting and withholding requirements:

- (a) 4% of Total Compensation for playing in the SEC Championship Football Game.
- (b) 8% of Total Compensation for playing in any post-season bowl game; 12% of Total Compensation for playing in the Chick-Fil-A, Cotton, Outback, or Capital One bowls, or their successors; or 16% of Total Compensation for playing in a post-season game that, at the time of the execution of this Agreement, is part of the Bowl Championship Series (BCS). It is understood that Coach COINER shall receive only one incentive payment under this subsection 2.3(b), which shall be based on the highest goal achieved.

(c) 4% of Total Compensation for winning the BCS National Championship game or its successor.

For purposes of this Section 2.3, the term "Total Compensation" shall mean the sum of the Base Pay and Supplemental Pay as of February 1 following the conclusion of the football season in which the goal was achieved. Annual incentive compensation due under this Section 2.3 shall be paid by the University on or before March 1 following the conclusion of the football season in which the goal was achieved. The total annual incentive compensation due to Coach COINER under this Section 2.3 following any football season shall not exceed \$125,000. Incentive compensation described in this Section 2.3 shall be earned by and payable to Coach COINER only if Coach COINER is employed as an Assistant Football Coach at the University on the day of the event that forms the basis for the incentive compensation.

Section 2.3. Pursuant to the courtesy vehicle program of the Tennessee Athletics Department now in effect or hereafter amended, the University, in its sole discretion, may provide Coach COINER with either: (1) one vehicle of a quality, in terms of make and model, similar to vehicles provided to other University assistant coaches, for his personal use; or (2) compensation in the amount of \$6,000 per year, payable in twelve (12) equal monthly installments, as a vehicle allowance in lieu of Coach COINER's participation in the courtesy vehicle program. It is understood and agreed that such vehicle or any vehicle allowance shall not be construed to be part of the consideration of this Agreement, and the benefit described in this Section 2.4 may be terminated at any time at the exclusive option of the University. Coach COINER will be solely responsible for maintaining insurance on the vehicle, for paying fuel costs, and for otherwise complying with the courtesy vehicle program.

Section 2.4. The University shall promptly pay Coach COINER's reasonable moving expenses one time in accordance with University Rules.

Section 2.5. As a regular full-time employee of the University, Coach COINER is entitled to the same fringe benefits as other regular full-time employees. The Base Pay shall be used to determine benefits that are based on salary.

Section 2.6. Coach COINER understands and agrees that federal and state law limit the compensation on which the University may make retirement contributions. The University agrees to make the maximum annual amount of retirement contributions allowed by federal and state law for Coach COINER. Retirement contributions shall be made periodically in accordance with the University's business practices.

ARTICLE III – TERMINATION

Section 3.1. Termination by University Without Cause

Section 3.1.1. In its sole discretion and at any time during the term of this Agreement, the University may elect to terminate this Agreement without cause upon written notice to Coach COINER. If the University terminates this Agreement without cause, the University shall pay Coach COINER liquidated damages in an amount equal to the monthly rate of the sum of Base Pay and Supplemental Pay described in Article II times the number of months remaining in the term of this Agreement, with any part of a month prorated. Payment of the liquidated damages shall be made in equal monthly installments over the remaining term of this Agreement, subject to all applicable state and federal tax reporting and withholding requirements, with the first payment due on or before the last day of the month following the date of termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief.

Section 3.1.2. In no event shall the University's liability in the event of a termination without cause pursuant to this Section 3.1 include payment of fringe benefits, the payment of accrued and unused annual leave, the amounts payable under Article II, or any other athletically related income or benefits derived by virtue of Coach COINER's position as Assistant Football Coach. Coach COINER understands and agrees that the University's decision to terminate this Agreement without cause is not subject to any University Rules.

Section 3.1.3. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement without cause by the University prior to its expiration may cause Coach COINER to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Coach COINER's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment

of such liquidated damages by the University and the acceptance thereof by Coach COINER shall constitute adequate and reasonable compensation to Coach COINER for any damages and injuries suffered by Coach COINER because of such termination by the University. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.1.4. The automatic termination of this Agreement upon the death or disability of Coach COINER, as provided in Section 3.4 of this Agreement, shall not give rise to a right to liquidated damages pursuant to this Section 3.1.

Section 3.1.5. Coach COINER is required to use his reasonable best efforts to mitigate the University's obligation to pay liquidated damages under this Section 3.1 by making reasonable and diligent efforts as soon as practicable following termination to obtain another comparable employment or paid services position. Without limiting the types of positions that are comparable, Coach COINER agrees that the following positions shall be deemed comparable for the purpose of this Section 3.1.5: assistant or head football coach at a college or university; professional football assistant or head coach; athletics administrator at a college or university; and media commentator or analyst with a national, regional, or local network, broadcast station, cable or satellite company. If, following a termination of this Agreement by the University pursuant to this Section 3.1, Coach COINER obtains any other comparable employment or paid services position prior to the date this Agreement would have expired, the parties agree that the liquidated damages owed by the University pursuant to Section 3.1 shall be offset and reduced dollar-for-dollar by the gross income received, either directly or indirectly, from the comparable employment position or other paid services position, which shall include base salary or wages, endorsement pay, talent fees, consulting fees, honoraria, coaching related publications, speaking engagements, and other income of any kind whatsoever. Coach COINER shall not structure the timing of income in order to avoid his obligations or the reduction of liquidated damages owed by the University under this Section 3.1. While the University's obligation to pay liquidated damages is in effect, and for a period of six (6) months thereafter, Coach COINER shall provide the University with a written accounting all gross income received or earned by him during the immediately preceding quarter. The parties expressly agree that Coach COINER's obligation to report all gross income to the University shall survive termination of the Agreement under this Section 3.1 for the entire period in which the University's obligation to pay liquidated damages is in effect, plus an additional period of six (6) months. If Coach COINER fails either to notify the University of his employment in another comparable employment position or other paid services position or to provide the quarterly written reports of gross income after the University sends a formal, written request to Coach COINER to do so, then, after giving Coach COINER fourteen (14) days' written notice, the University's obligation to continue paying liquidated damages to Coach COINER shall cease.

Section 3.1.6. Coach COINER agrees that nothing in this Section 3.1 shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Section 3.2, Article V, and Article X.

Section 3.2. Termination by University for Cause

Section 3.2.1. In addition to the grounds for termination of this Agreement under any other part of this Agreement, including but not limited to Section 3.1, Article V, and Article X, Coach COINER agrees that the University has the right to terminate this Agreement for cause under this Section 3.2 at any time prior to its expiration.

Section 3.2.2. For purposes of this Section 3.2, the term "for cause" shall include, but not be limited to, any one or more of the following as determined in the reasonable and good faith judgment of the University:

- (a) conduct or a pattern of conduct by Coach COINER which constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules, whether the conduct occurred during Coach COINER's employment with the University or another NCAA-member institution;
- (b) conduct or a pattern of conduct by a University employee under Coach COINER's supervision or subject to his control or authority which: (i) constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules

or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules; and (ii) Coach COINER knew or should have known about with reasonable diligence, whether the conduct occurred during Coach COINER's employment with the University or another NCAA-member institution;

- (c) failure of Coach COINER to report immediately to the Athletics Director or Athletics Compliance Office any actual knowledge of or reasonable cause to believe that violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (d) an act by Coach COINER constituting a prohibited conflict of interest under University Rules or applicable state law;
- (e) neglect or inattention by Coach COINER to the standards, duties, and responsibilities generally expected of University employees and specifically required of Coach COINER under this Agreement;
- (f) one or more acts of fraud by Coach COINER in the performance of his duties and responsibilities under this Agreement;
- (g) the provision of false, misleading, or incomplete information relevant to the conduct of University business, including but not limited to information provided by Coach COINER to the University during the interviewing and hiring process for the position of Assistant Football Coach, if COACH COINER knew or should have known the information was false, misleading, or incomplete;
- (h) counseling or instructing by Coach COINER of any coach, football staff member, current or former student-athlete, student, or person to fail or refuse to respond accurately and fully within a reasonable time to any inquiry or request concerning a matter relevant to the athletics programs of the University or of another institution of higher education which shall be propounded by the NCAA, SEC, the University, or other governing body having supervision over the athletics program of the University, or which shall be required by law, Governing Athletic Rules, or University Rules;
- (i) conviction of Coach COINER of a criminal act that constitutes either (i) a felony or (ii) a misdemeanor involving moral turpitude (excluding minor traffic offenses);
- (j) prolonged absence by Coach COINER from his duties under this Agreement, without the consent of the Athletics Director;
- (k) soliciting, placing, or accepting by Coach COINER of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any person under Coach COINER's control or authority, including without limitation a student-athlete;
- (l) furnishing by Coach COINER of information or data relating in any manner to football, or any other sport, or any student-athlete, to any individual known by Coach COINER to be, or whom Coach COINER should reasonably know to be, a gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Coach COINER with such person;
- (m) failure by Coach COINER to fully cooperate in the enforcement and implementation of any drug testing program established by the University, the SEC, the NCAA, or any other governing athletic body, for student-athletes;
- (n) conduct of Coach COINER which reflects adversely on the University or its athletics program;

- (o) gross misconduct by Coach COINER, as defined by University personnel policy now in effect or hereafter adopted by the University. "Gross misconduct" is currently defined by University personnel policy to include the following: theft or dishonesty; gross insubordination; willful destruction of University property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; illegal use, manufacture, possession, distribution, or dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behavior by the employee; or
- (p) any other material breach by Coach COINER of his duties or responsibilities under this Agreement if: (i) in the University's reasonable and good faith judgment, the breach is capable of being cured and Coach COINER fails to cure the material breach within thirty (30) days after written notice by the University specifying the nature of the breach; or (ii) in the University's reasonable and good faith judgment, the breach is not capable of being cured.

Section 3.2.3. The grounds for termination contained in Section 3.2.2 are separate and independent grounds for termination, and one ground for termination shall not be interpreted in any manner to modify, explain, or restrict any other ground for termination provided for anywhere in this Agreement.

Section 3.2.4. In its sole discretion, the University may suspend Coach COINER with pay pending an investigation or decision relating to termination for cause under this Section 3.2.

Section 3.2.5. Upon termination of this Agreement for cause, Coach COINER shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach COINER waives any and all rights to receive compensation for his accrued and unused annual leave.

Section 3.2.6. For any one or more acts, omissions, or events that could be grounds for termination for cause under this Section 3.2, the University may take other disciplinary or corrective action against Coach COINER short of terminating this Agreement. Other disciplinary or corrective action may include, but is not limited to, one or more of the following: (a) written reprimand; (b) suspension with pay; (c) suspension without pay; or (d) reassignment to a position that does not involve contact with prospective or enrolled student-athletes or representatives of the University's athletics interests. No such disciplinary or corrective action shall be construed to conflict with or limit the University's right to terminate this Agreement during or subsequent to such disciplinary or corrective action.

Section 3.2.7. Prior to the effective date of termination of Coach COINER's employment or suspension of Coach COINER without pay under this Section 3.2, the University shall afford Coach COINER notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed termination or suspension. If the University terminates Coach COINER's employment or suspends him for a period of time without pay under this Section 3.2, the University shall afford Coach COINER a post-termination or post-suspension opportunity to contest the action in accordance with the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated 4-5-301 *et seq.*

Section 3.2.8. In its sole discretion, the University may elect to terminate this Agreement for cause under this Section 3.2 but offer Coach COINER continued employment with or without a new employment agreement.

Section 3.2.9. Coach COINER agrees that nothing in this Section 3.2 shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Section 3.1, Article V, and Article X.

Section 3.3. Termination upon Death or Disability of Coach COINER

Section 3.3.1. This Agreement shall terminate automatically upon the death of Coach COINER, and all salary, compensation, benefits, and perquisites shall terminate as of the calendar month in which death occurs,

except that the executor or administrator of Coach COINER's estate or other beneficiary specifically designated in writing shall be paid any death benefits due Coach COINER under any University Rules now in effect or hereafter adopted by the University.

Section 3.3.2. This Agreement shall terminate automatically if Coach COINER becomes disabled. "Disabled" shall mean physical or mental incapacity of a nature that prevents Coach COINER, in the reasonable and good faith judgment of the University, from performing an essential function of the position of Assistant Football Coach for a period of one hundred twenty (120) consecutive calendar days. If this Agreement is terminated because Coach COINER becomes disabled, all salary, compensation, benefits, and perquisites shall terminate, except that Coach COINER shall receive: (a) any disability benefits to which he is entitled under any disability program in which he is enrolled; and (b) compensation for his accrued and unused annual leave.

ARTICLE IV – DUTIES AND RESPONSIBILITIES

Coach COINER shall perform, to the reasonable satisfaction of the Athletics Director, the duties and responsibilities of Assistant Football Coach, which shall include without limitation:

- (a) Coaching a position or group of positions, including overseeing and managing his respective football unit;
- (b) Performing recruiting activities at the direction of the Head Football Coach;
- (c) Performing his duties and personally comporting himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the University. At all times, Coach COINER shall use his best efforts to promote an environment in which all employees and students under Coach COINER's supervision, or subject to Coach COINER's control or authority, comport themselves in a like manner;
- (d) Becoming knowledgeable of and complying with any and all Governing Athletic Rules and University Rules;
- (e) Reporting immediately to the Athletics Director or the Athletics Compliance Office any actual knowledge of or reasonable cause to believe that one or more violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (f) Cooperating fully in any investigation of any aspect of the University's intercollegiate football program or intercollegiate athletics program, whether by the NCAA, the SEC, or the University;
- (g) Working cooperatively with athletics compliance personnel on compliance matters and Governing Athletic Rules education;
- (h) Performing public relations, alumni relations, community service, and fundraising functions;
- (i) Performing other duties described elsewhere in this Agreement;
- (j) Performing other duties ordinarily associated with and performed by an Assistant Football Coach at a major university that participates in intercollegiate men's football competition at the NCAA Division I Football Bowl Subdivision level; and
- (k) Performing other reasonable duties as may be assigned by the Head Football Coach, the Athletics Director, and/or their designees from time to time.

ARTICLE V – ENFORCEMENT OF GOVERNING ATHLETIC RULES

Section 5.1. Coach COINER agrees that the University, as a member of the NCAA, is required to apply and enforce certain Governing Athletic Rules with respect to all institutional staff members through appropriate disciplinary or corrective action and is further required by NCAA Bylaw 11.2.1 and SEC Bylaw 19.8 to include the following

stipulation in this Agreement: If Coach COINER is found in violation of Governing Athletic Rules, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, Article 4 of the SEC Constitution, and/or SEC Bylaw 19.8, including suspension without pay or termination of employment for significant or repetitive violations, whether the violation(s) occurred while Coach COINER was employed by the University or during prior employment at another NCAA member institution. For the purposes of this Agreement, the phrase "significant or repetitive violations" shall mean any major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation.

Section 5.2. Coach COINER agrees that a finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee), or an agreed-on finding approved by the NCAA Committee on Infractions in the course of a summary disposition, that Coach COINER has engaged in or condoned a major violation of one or more Governing Athletic Rules shall constitute a material breach of this Agreement that is not capable of being cured, and the University, in its sole discretion, may elect to terminate this Agreement, suspend Coach COINER without pay, or take other disciplinary or corrective action against Coach COINER as set forth in the provisions of the NCAA enforcement procedures upon written notice to Coach COINER within sixty (60) days of the finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) or the NCAA Committee on Infractions' approval of the agreed-on finding, whether the violation(s) occurred while Coach COINER was employed by the University or during prior employment at another NCAA member institution.

Section 5.3. Coach COINER agrees to comply with any penalty imposed by the Commissioner of the SEC pursuant to Governing Athletic Rules, including but not limited to, SEC Bylaw 4.4.3.

Section 5.4. Upon termination of this Agreement pursuant to this Article V, Coach COINER shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach COINER waives any and all rights to receive compensation for his accrued and unused annual leave upon termination of this Agreement pursuant to this Article V.

Section 5.5. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article V but offer Coach COINER continued employment with or without a new employment agreement.

Section 5.6. Prior to implementing any disciplinary or corrective action as contemplated by this Article V against Coach COINER based on a finding by the SEC, NCAA Committee on Infractions, or, if appealed, the NCAA Infractions Appeals Committee, the University shall afford Coach COINER notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed disciplinary or corrective action. Coach COINER voluntarily waives all rights to a post-termination or post-suspension opportunity to contest a termination or suspension without pay pursuant to this Article V under University Rules and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 5.7. Nothing in this Article V shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Article III and Article X.

ARTICLE VI – OUTSIDE INCOME AND ACTIVITIES

Section 6.1. Outside Income

Section 6.1.1. Coach COINER understands and agrees that he shall receive the prior written approval of the Athletics Director and the Chancellor for all athletically-related income and benefits from sources outside the University. Sources of such income and benefits shall include, but are not limited to, income and benefits from: annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television, radio, and other media programs; endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers; and any other outside activities described in Section 6.2.

Section 6.1.2. Coach COINER shall submit an annual written detailed report of all athletically related income and benefits from sources outside the University to the Chancellor, through the Athletics Director, on or before August 1 of each year. Upon request, the University shall have reasonable access to all records of Coach COINER necessary to verify the information contained in such report.

Section 6.2. Outside Activities

Section 6.2.1. Coach COINER understands and agrees that all football camps conducted at University facilities shall be operated through the University and in accordance with University Rules, and that all compensation for coaches and staff shall be paid through the University's payroll or its disbursement voucher system. Coach COINER may use the University's name and logo in connection with any football camps or clinics he conducts at University facilities with prior written approval from the Athletics Director, or his or her designee.

Section 6.2.2. Coach COINER shall not, by any statements or appearances on television, on radio, in newspapers, or in magazines or other published media or any promotional material, personally or officially endorse, promote, or advertise for commercial purposes any product or service unless prior written approval has been granted by the Athletics Director and the Chancellor in accordance with Article VI, Section 6.1.1 of this Agreement. Coach COINER shall also receive annual prior written approval from the Athletics Director and the Chancellor for any use, directly or by implication, of the University's name, logo, or other University trademark in the endorsement of commercial products or services. With the required prior written approvals, and subject to limitations arising out of any University contracts with third parties concerning media rights or the endorsement, promotion, or advertisement of commercial products or services, Coach COINER may undertake commercial endorsements in which he identifies himself as a University Assistant Football Coach. Coach COINER shall include all income and benefits derived from such endorsement activities in the report of all athletically-related income and benefits he must file annually in accordance with Article VI, Section 6.1.2 of this Agreement. All such endorsements shall cease at the termination of Coach COINER's employment as an Assistant Football Coach for the University.

Section 6.2.3. Coach COINER may serve on corporate boards of directors or enter into personal service contracts for outside employment services, provided (a) prior written approval of the Athletics Director and the Chancellor of the University is received and all income and benefits are reported annually in accordance with Article VI, Section 6.1; (b) such activities do not interfere or conflict with his duties at the University; and (c) University facilities and resources are not used.

Section 6.2.4. The University further agrees that Coach COINER may write for publications and speak before public gatherings, provided said writings and speeches are made in the same professional way and manner expected of any member of the administrative staff of the University. The University expressly agrees that any compensation received for such speeches and writings by Coach COINER in the form of honoraria, royalties, and the like may be retained by him in addition to compensation set forth herein; provided, however, that if the University reimburses Coach COINER or otherwise pays for travel or other expenses associated with the receipt of an honorarium, the honorarium shall be remitted in full to the University.

Section 6.2.5. Coach COINER understands and agrees that the University has no responsibility or liability for any claim arising out of Coach COINER's performance of the activities described in Section 6.2 or for any other activity outside the scope of his University employment. In no event shall Coach COINER usurp any corporate opportunities of the University or engage in an activity involving a conflict of interests with his University duties. Outside activities are independent of Coach COINER's employment with the University, and the University shall have no responsibility or liability for any claims arising from Coach COINER's outside activities.

ARTICLE VII – INTELLECTUAL PROPERTY

Section 7.1. Coach COINER grants the University the right during the term of this Agreement to use, and the right to grant to others use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, or facsimile image in any manner in connection with any radio, television, and other media shows, programs and appearances, or in connection with any endorsement or consultation contracts entered into by the University or the University's multi-media rights partner.

Section 7.2. Coach COINER covenants and agrees that the University retains, owns, and controls all intellectual property and media rights relating to the University's football program and Athletics Department, including but not limited to all television, radio, internet, and any other form of written or electronic media now known or developed in

the future related to the University's football program and Athletics Department, whether produced by the University or through a third-party. Coach COINER further covenants and agrees that the University shall have the exclusive right to designate the media rights and intellectual property holder for all forms of media created during the term of this Agreement.

Section 7.3. Coach COINER covenants and agrees that, upon termination of this Agreement, the University shall have the right to continue through completion any contracts, endorsement agreements, sponsorship agreements, or similar arrangements that were entered into during the term of this Agreement and which contain Coach COINER's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach COINER shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.4. Coach COINER covenants and agrees that, upon termination of this Agreement, the University shall have the right, but not the obligation, to continue to use, and to authorize, license, or grant any sponsor, manufacturer, media rights company, or vendor the right to use, any intellectual property or media rights relating to the football program, the Athletics Department, or Coach COINER's employment that were created or produced during the term of this Agreement, notwithstanding the fact that such intellectual property or media rights may contain Coach COINER's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach COINER shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.5. Except as otherwise provided in this Agreement, Coach COINER shall retain all rights in and to his name and endorsement. Upon termination of this Agreement, the University shall have no further right to the continued or future use Coach COINER's name or endorsement, except as provided in this Article VII.

Section 7.6. The rights and obligations described in this Article VII shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE VIII – LIMITATION OF REMEDIES AND WAIVER OF CLAIMS

In any instance of a suspension of Coach COINER or a termination of this Agreement pursuant to Articles III, V, or X, except as expressly provided for in this Agreement, the University shall have no liability whatsoever to Coach COINER, nor shall Coach COINER be entitled to receive, and Coach COINER hereby waives and releases any and all claims that Coach COINER or his personal representatives may have against the University, its trustees, officers, employees, or agents, and their respective successors, heirs, and assigns for: (a) payment of fringe benefits; (b) accrued and unused annual leave; (c) the amounts payable under Article II or any other athletically related income or benefits derived by virtue of Coach COINER's position as Assistant Football Coach; (d) any direct or consequential damages by reason of any economic loss, including, but without limitation, loss of outside or collateral business income or opportunities, talent fees, earning capacity, incentive and supplemental income, benefits, or perquisites; and/or (e) alleged humiliation or defamation resulting from the fact of termination or suspension, the public announcement thereof, or the University's release of information or documents required by law. Coach COINER acknowledges that in the event of the termination of this Agreement for cause, without cause, or otherwise, Coach COINER shall have no right to occupy the position of Assistant Football Coach and Coach COINER's sole remedies are provided for in this Agreement and shall not extend to injunctive relief. In the event a termination of this Agreement by the University under Section 3.2, Article V, or Article X is ultimately found to be a breach of this Agreement by the Tennessee Claims Commission or a court of competent jurisdiction, after any available appeals have been exhausted, Coach COINER's remedies shall be limited to the liquidated damages described in Article III according to the date of termination, in lieu of any and all other legal remedies or equitable relief.

ARTICLE IX – INDEMNITY

Coach COINER shall indemnify the University against all attorney's fees incurred by the University in connection with any investigation or proceeding resulting in a finding by the University or by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) that (a) Coach COINER has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation; or (b) a person under Coach COINER's supervision or subject to his control or authority has engaged in or condoned a major violation of one or more

Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation if Coach COINER knew or should have known about the violation(s) with reasonable diligence. This obligation shall apply regardless of whether the University terminates this Agreement or Coach COINER's employment. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE X – MATERIAL INDUCEMENT FOR UNIVERSITY'S AGREEMENT AND RESERVATION OF RIGHTS

Section 10.1. As a material inducement to the University to execute and perform this Agreement, Coach COINER represents and warrants the following to the University:

- (a) he did not misrepresent information, withhold information, or provide incomplete or false information during the University's process of interviewing and hiring Coach COINER for the position of Assistant Football Coach;
- (b) he has reported any violations of any Governing Athletic Rules or University Rules from the date of his employment by the University through the date on which he executed this Agreement to the Athletics Director or the Athletics Compliance Office; and
- (c) he has no knowledge of or reasonable cause to believe there exists an unreported violation or potential violation of any Governing Athletic Rules or University Rules by any assistant coach, staff member, or any other person associated with the football program prior to the date on which he executed this Agreement.

Section 10.2. Coach COINER agrees that a breach of any representation or warranty contained in Section 10.1 shall be a material breach of this Agreement that is not capable of being cured, and the University in its sole discretion may elect to terminate this Agreement upon written notice to Coach COINER. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article X but continue Coach COINER's employment with or without a new employment agreement. Coach COINER voluntarily waives all rights to a post-termination opportunity to contest a termination pursuant to this Article X under University policies and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 10.3. Upon termination of this Agreement pursuant to this Article X, Coach COINER shall not be entitled to further salary, compensation, benefits, or perquisites from the University, including but not limited to any and all rights to receive compensation for his accrued and unused annual leave.

Section 10.4. Coach COINER agrees that nothing in this Article X shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Article III and Article V.

ARTICLE XI – DEFINITIONS

The following words, terms, or phrases, when used in this Agreement, shall have the following meanings:

Section 11.1. "Governing Athletic Rules" shall mean: (1) any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated by the National Collegiate Athletic Association ("NCAA") or the Southeastern Conference ("SEC") or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the University's intercollegiate athletics program; and (2) any and all state or federal laws or regulations regulating college athletics, coaches, staff, student-athletes, or competition.

Section 11.2. "NCAA" shall mean the National Collegiate Athletic Association and its successors.

Section 11.3. "SEC" shall mean the Southeastern Conference and its successors or any other athletic conference of which the University may be a member.

Section 11.4. "University" shall mean The University of Tennessee and its campus located in Knoxville,

Tennessee.

Section 11.5. "University Rules" shall mean any and all present or future policies, procedures, rules, regulations, and guidelines of the University.

ARTICLE XII – MISCELLANEOUS

Section 12.1. This Agreement contains the complete agreement between the parties concerning Coach COINER's employment as the University's Assistant Football Coach. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement.

Section 12.2. This Agreement may only be modified by a writing signed by Coach COINER and the Athletics Director, Chancellor, and the Chief Financial Officer of the University.

Section 12.3. The invalidity of any portion of this Agreement shall not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 12.4. Coach COINER acknowledges that no policy or procedures manual, faculty or staff handbook, course of conduct, practice, award, commendation, promotion, transfer, or length of service creates any express or implied contract modifying any part of this Agreement.

Section 12.5. This Agreement shall be interpreted in accordance with Tennessee law.

Section 12.6. The captions of the various provisions contained in this Agreement are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

Section 12.7. Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and either (a) delivered in person, (b) sent by United States mail, with first class postage prepaid, (c) sent via electronic mail, or (d) sent by a nationally recognized delivery service. Notice shall be deemed given when the written notice is (a) delivered in person, (b) placed in the United States mail, (c) sent via electronic mail, or (d) placed with a nationally recognized delivery service. Notice to Coach COINER shall be sent to his campus office or to his University-provided e-mail account(s). Coach COINER shall promptly notify the Athletics Director of any change in the name or address of the person to whom a duplicate copy of notice shall be sent. Notice to the University shall be delivered to the Athletics Director at his or her campus office.

Section 12.8. All documents, files, records, materials (in any format, including electronically stored information), equipment, or other property, including without information, personnel records, recruiting records, team information, athletic equipment, films, videos, statistics, keys, credit cards, laptop computers, software programs, and electronic communication devices, furnished to Coach COINER by the University or developed by Coach COINER at the University's direction or for the University's use or otherwise in connection with Coach COINER's employment with the University are and shall remain the sole and confidential property of the University. Within three (3) days of the expiration or termination of this Agreement, Coach COINER shall complete the University's exit procedure, including returning all University property in his possession. The foregoing provisions shall not apply to Coach COINER's personal notes, personal playbooks, memorabilia, diaries, and similar personal records of Coach COINER, which he is entitled to retain.

Section 12.9. Upon the expiration or earlier termination of this Agreement for any reason, Coach COINER agrees that the University shall be entitled to withhold and deduct from any final payment of any kind that is owed to Coach COINER by the University the amount of any indebtedness owed to the University by Coach COINER.

Section 12.10. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

Section 12.11. It is expressly agreed that nothing contained in this Agreement shall be construed to constitute a waiver or relinquishment by the University of any rights to claim such exemptions, privileges, and immunities as may be provided by law.

Section 12.12. Coach COINER may not assign, pledge, or encumber his rights, interests, or obligations under this Agreement.

Section 12.13. Each party hereto shall be viewed as an equal participant to the drafting of this Agreement, and each party agrees that there shall be no presumption against the drafting party.

Section 12.14. Coach COINER acknowledges that he has read and understands this Agreement and agrees that its provisions are reasonable and enforceable and that he will abide by them.

Section 12.15. The parties agree that the effective date of this Agreement shall be February 1, 2012, even if the Agreement's execution date is subsequent thereto.

Section 12.16. This Agreement shall not be binding on the University until signed by the Chancellor and the University's Chief Financial Officer. Coach COINER expressly acknowledges that the Athletics Director does not have authority to bind the University with respect to this Agreement, any amendment of this Agreement, or Coach COINER's employment as the University's Assistant Football Coach.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

THE UNIVERSITY OF TENNESSEE


By:


Jimmy G. Cheek, Chancellor
The University of Tennessee,
Knoxville

3/25/12
Date


Charles M. Peccolo, Jr.
Treasurer and Interim Chief Financial Officer
The University of Tennessee

APR 13 2012
Date


Dave Hart
Vice Chancellor and Athletics Director
The University of Tennessee, Knoxville

3/13/12
Date

COACH CHARLIE COINER


CHARLIE COINER

3/12/12
Date

**EMPLOYMENT AGREEMENT
ASSISTANT FOOTBALL COACH**

This Employment Agreement ("Agreement") is entered into by and between THE UNIVERSITY OF TENNESSEE ("University"), a public educational corporation of the State of Tennessee, for and on behalf of The University of Tennessee, Knoxville and its Athletics Department, and JOSH CONKLIN ("Coach CONKLIN"). This Agreement cancels and supersedes any and all prior existing oral and written agreements between the University and Coach CONKLIN.

WITNESSETH:

In consideration of the covenants and agreements herein contained, the parties to this Agreement agree as follows:

ARTICLE I – PURPOSE AND TERM OF AGREEMENT

Section 1.1. Subject to the terms and conditions stated in this Agreement, the University agrees to employ Coach CONKLIN, and Coach CONKLIN agrees to serve, as an assistant coach of the University's intercollegiate football team ("Assistant Football Coach").

Section 1.2. The term of this Agreement shall be from March 8, 2012 through February 28, 2014, unless sooner terminated as provided in this Agreement.

Section 1.3. The University may allow this Agreement to expire and elect not to renew Coach CONKLIN's employment as Assistant 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.

Section 1.4. In its sole discretion and at any time with or without adequate cause, the University may reassign Coach CONKLIN from the duties of Assistant Football Coach to other duties within the University. Upon reassignment to other duties, Coach CONKLIN shall receive Base Pay and Supplemental Pay under Article II in an amount to be unchanged until the expiration of the term of this Agreement.

ARTICLE II – COMPENSATION

Section 2.1. As payment and consideration for the services to be performed by Coach CONKLIN under this Agreement, the University agrees to pay Coach CONKLIN an annual salary ("Base Pay") according to the following schedule of total annual salary, subject to all applicable state and federal tax reporting and withholding requirements:

March 8, 2012 through February 28, 2013:	prorated portion of \$200,000.00 per annum
March 1, 2013 through February 28, 2014:	\$225,000.00

The University shall pay the Base Pay to Coach CONKLIN in twelve (12) equal monthly installments in accordance with the University's customary monthly payroll procedures. The Base Pay shall not be increased in accordance with any across-the-board salary increase authorized or mandated for University employees by the State of Tennessee or the University.

Section 2.2. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for Coach CONKLIN to assist the football team in achieving the goals described below, the University agrees to pay Coach CONKLIN, if earned, annual incentive compensation in an amount equal to the sum of the percentages of Total Compensation described in the following subsections, subject to all applicable state and federal tax reporting and withholding requirements:

- (a) 4% of Total Compensation for playing in the SEC Championship Football Game.
- (b) 8% of Total Compensation for playing in any post-season bowl game; 12% of Total Compensation for playing in the Chick-Fil-A, Cotton, Outback, or Capital One bowls, or their successors; or 16% of Total Compensation for playing in a post-season game that, at the time of the execution of this Agreement, is part of the Bowl Championship Series (BCS). It is understood that Coach CONKLIN shall receive only one incentive payment under this subsection 2.3(b), which shall be based on the highest goal achieved.

(c) 4% of Total Compensation for winning the BCS National Championship game or its successor.

For purposes of this Section 2.3, the term "Total Compensation" shall mean the sum of the Base Pay and Supplemental Pay as of February 1 following the conclusion of the football season in which the goal was achieved. Annual incentive compensation due under this Section 2.3 shall be paid by the University on or before March 1 following the conclusion of the football season in which the goal was achieved. The total annual incentive compensation due to Coach CONKLIN under this Section 2.3 following any football season shall not exceed \$125,000. Incentive compensation described in this Section 2.3 shall be earned by and payable to Coach CONKLIN only if Coach CONKLIN is employed as an Assistant Football Coach at the University on the day of the event that forms the basis for the incentive compensation.

Section 2.3. Pursuant to the courtesy vehicle program of the Tennessee Athletics Department now in effect or hereafter amended, the University, in its sole discretion, may provide Coach CONKLIN with either: (1) one vehicle of a quality, in terms of make and model, similar to vehicles provided to other University assistant coaches, for his personal use; or (2) compensation in the amount of \$6,000 per year, payable in twelve (12) equal monthly installments, as a vehicle allowance in lieu of Coach CONKLIN's participation in the courtesy vehicle program. It is understood and agreed that such vehicle or any vehicle allowance shall not be construed to be part of the consideration of this Agreement, and the benefit described in this Section 2.4 may be terminated at any time at the exclusive option of the University. Coach CONKLIN will be solely responsible for maintaining insurance on the vehicle, for paying fuel costs, and for otherwise complying with the courtesy vehicle program.

Section 2.4. The University shall promptly pay Coach CONKLIN's reasonable moving expenses one time in accordance with University Rules.

Section 2.5. As a regular full-time employee of the University, Coach CONKLIN is entitled to the same fringe benefits as other regular full-time employees. The Base Pay shall be used to determine benefits that are based on salary.

Section 2.6. Coach CONKLIN understands and agrees that federal and state law limit the compensation on which the University may make retirement contributions. The University agrees to make the maximum annual amount of retirement contributions allowed by federal and state law for Coach CONKLIN. Retirement contributions shall be made periodically in accordance with the University's business practices.

ARTICLE III – TERMINATION

Section 3.1. Termination by University Without Cause

Section 3.1.1. In its sole discretion and at any time during the term of this Agreement, the University may elect to terminate this Agreement without cause upon written notice to Coach CONKLIN. If the University terminates this Agreement without cause, the University shall pay Coach CONKLIN liquidated damages in an amount equal to the monthly rate of the sum of Base Pay and Supplemental Pay described in Article II times the number of months remaining in the term of this Agreement, with any part of a month prorated. Payment of the liquidated damages shall be made in equal monthly installments over the remaining term of this Agreement, subject to all applicable state and federal tax reporting and withholding requirements, with the first payment due on or before the last day of the month following the date of termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief.

Section 3.1.2. In no event shall the University's liability in the event of a termination without cause pursuant to this Section 3.1 include payment of fringe benefits, the payment of accrued and unused annual leave, the amounts payable under Article II, or any other athletically related income or benefits derived by virtue of Coach CONKLIN's position as Assistant Football Coach. Coach CONKLIN understands and agrees that the University's decision to terminate this Agreement without cause is not subject to any University Rules.

Section 3.1.3. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement without cause by the University prior to its expiration may cause Coach CONKLIN to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Coach CONKLIN's employment with the University,

which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Coach CONKLIN shall constitute adequate and reasonable compensation to Coach CONKLIN for any damages and injuries suffered by Coach CONKLIN because of such termination by the University. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.1.4. The automatic termination of this Agreement upon the death or disability of Coach CONKLIN, as provided in Section 3.4 of this Agreement, shall not give rise to a right to liquidated damages pursuant to this Section 3.1.

Section 3.1.5. Coach CONKLIN is required to use his reasonable best efforts to mitigate the University's obligation to pay liquidated damages under this Section 3.1 by making reasonable and diligent efforts as soon as practicable following termination to obtain another comparable employment or paid services position. Without limiting the types of positions that are comparable, Coach CONKLIN agrees that the following positions shall be deemed comparable for the purpose of this Section 3.1.5: assistant or head football coach at a college or university; professional football assistant or head coach; athletics administrator at a college or university; and media commentator or analyst with a national, regional, or local network, broadcast station, cable or satellite company. If, following a termination of this Agreement by the University pursuant to this Section 3.1, Coach CONKLIN obtains any other comparable employment or paid services position prior to the date this Agreement would have expired, the parties agree that the liquidated damages owed by the University pursuant to Section 3.1 shall be offset and reduced dollar-for-dollar by the gross income received, either directly or indirectly, from the comparable employment position or other paid services position, which shall include base salary or wages, endorsement pay, talent fees, consulting fees, honoraria, coaching related publications, speaking engagements, and other income of any kind whatsoever. Coach CONKLIN shall not structure the timing of income in order to avoid his obligations or the reduction of liquidated damages owed by the University under this Section 3.1. While the University's obligation to pay liquidated damages is in effect, and for a period of six (6) months thereafter, Coach CONKLIN shall provide the University with a written accounting all gross income received or earned by him during the immediately preceding quarter. The parties expressly agree that Coach CONKLIN's obligation to report all gross income to the University shall survive termination of the Agreement under this Section 3.1 for the entire period in which the University's obligation to pay liquidated damages is in effect, plus an additional period of six (6) months. If Coach CONKLIN fails either to notify the University of his employment in another comparable employment position or other paid services position or to provide the quarterly written reports of gross income after the University sends a formal, written request to Coach CONKLIN to do so, then, after giving Coach CONKLIN fourteen (14) days' written notice, the University's obligation to continue paying liquidated damages to Coach CONKLIN shall cease.

Section 3.1.6. Coach CONKLIN agrees that nothing in this Section 3.1 shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Section 3.2, Article V, and Article X.

Section 3.2. Termination by University for Cause

Section 3.2.1. In addition to the grounds for termination of this Agreement under any other part of this Agreement, including but not limited to Section 3.1, Article V, and Article X, Coach CONKLIN agrees that the University has the right to terminate this Agreement for cause under this Section 3.2 at any time prior to its expiration.

Section 3.2.2. For purposes of this Section 3.2, the term "for cause" shall include, but not be limited to, any one or more of the following as determined in the reasonable and good faith judgment of the University:

- (a) conduct or a pattern of conduct by Coach CONKLIN which constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules, whether the conduct occurred during Coach CONKLIN's employment with the University or another NCAA-member institution;
- (b) conduct or a pattern of conduct by a University employee under Coach CONKLIN's supervision or subject to his control or authority which: (i) constitutes a major violation, or

may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules; and (ii) Coach CONKLIN knew or should have known about with reasonable diligence, whether the conduct occurred during Coach CONKLIN's employment with the University or another NCAA-member institution;

- (c) failure of Coach CONKLIN to report immediately to the Athletics Director or Athletics Compliance Office any actual knowledge of or reasonable cause to believe that violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (d) an act by Coach CONKLIN constituting a prohibited conflict of interest under University Rules or applicable state law;
- (e) neglect or inattention by Coach CONKLIN to the standards, duties, and responsibilities generally expected of University employees and specifically required of Coach CONKLIN under this Agreement;
- (f) one or more acts of fraud by Coach CONKLIN in the performance of his duties and responsibilities under this Agreement;
- (g) the provision of false, misleading, or incomplete information relevant to the conduct of University business, including but not limited to information provided by Coach CONKLIN to the University during the interviewing and hiring process for the position of Assistant Football Coach, if COACH CONKLIN knew or should have known the information was false, misleading, or incomplete;
- (h) counseling or instructing by Coach CONKLIN of any coach, football staff member, current or former student-athlete, student, or person to fail or refuse to respond accurately and fully within a reasonable time to any inquiry or request concerning a matter relevant to the athletics programs of the University or of another institution of higher education which shall be propounded by the NCAA, SEC, the University, or other governing body having supervision over the athletics program of the University, or which shall be required by law, Governing Athletic Rules, or University Rules;
- (i) conviction of Coach CONKLIN of a criminal act that constitutes either (i) a felony or (ii) a misdemeanor involving moral turpitude (excluding minor traffic offenses);
- (j) prolonged absence by Coach CONKLIN from his duties under this Agreement, without the consent of the Athletics Director;
- (k) soliciting, placing, or accepting by Coach CONKLIN of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any person under Coach CONKLIN's control or authority, including without limitation a student-athlete;
- (l) furnishing by Coach CONKLIN of information or data relating in any manner to football, or any other sport, or any student-athlete, to any individual known by Coach CONKLIN to be, or whom Coach CONKLIN should reasonably know to be, a gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Coach CONKLIN with such person;
- (m) failure by Coach CONKLIN to fully cooperate in the enforcement and implementation of any drug testing program established by the University, the SEC, the NCAA, or any other governing athletic body, for student-athletes;

- (n) conduct of Coach CONKLIN which reflects adversely on the University or its athletics program;
- (o) gross misconduct by Coach CONKLIN, as defined by University personnel policy now in effect or hereafter adopted by the University. "Gross misconduct" is currently defined by University personnel policy to include the following: theft or dishonesty; gross insubordination; willful destruction of University property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; illegal use, manufacture, possession, distribution, or dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behavior by the employee; or
- (p) any other material breach by Coach CONKLIN of his duties or responsibilities under this Agreement if: (i) in the University's reasonable and good faith judgment, the breach is capable of being cured and Coach CONKLIN fails to cure the material breach within thirty (30) days after written notice by the University specifying the nature of the breach; or (ii) in the University's reasonable and good faith judgment, the breach is not capable of being cured.

Section 3.2.3. The grounds for termination contained in Section 3.2.2 are separate and independent grounds for termination, and one ground for termination shall not be interpreted in any manner to modify, explain, or restrict any other ground for termination provided for anywhere in this Agreement.

Section 3.2.4. In its sole discretion, the University may suspend Coach CONKLIN with pay pending an investigation or decision relating to termination for cause under this Section 3.2.

Section 3.2.5. Upon termination of this Agreement for cause, Coach CONKLIN shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach CONKLIN waives any and all rights to receive compensation for his accrued and unused annual leave.

Section 3.2.6. For any one or more acts, omissions, or events that could be grounds for termination for cause under this Section 3.2, the University may take other disciplinary or corrective action against Coach CONKLIN short of terminating this Agreement. Other disciplinary or corrective action may include, but is not limited to, one or more of the following: (a) written reprimand; (b) suspension with pay; (c) suspension without pay; or (d) reassignment to a position that does not involve contact with prospective or enrolled student-athletes or representatives of the University's athletics interests. No such disciplinary or corrective action shall be construed to conflict with or limit the University's right to terminate this Agreement during or subsequent to such disciplinary or corrective action.

Section 3.2.7. Prior to the effective date of termination of Coach CONKLIN's employment or suspension of Coach CONKLIN without pay under this Section 3.2, the University shall afford Coach CONKLIN notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed termination or suspension. If the University terminates Coach CONKLIN's employment or suspends him for a period of time without pay under this Section 3.2, the University shall afford Coach CONKLIN a post-termination or post-suspension opportunity to contest the action in accordance with the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated 4-5-301 *et seq.*

Section 3.2.8. In its sole discretion, the University may elect to terminate this Agreement for cause under this Section 3.2 but offer Coach CONKLIN continued employment with or without a new employment agreement.

Section 3.2.9. Coach CONKLIN agrees that nothing in this Section 3.2 shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Section 3.1, Article V, and Article X.

Section 3.3. Termination by Coach CONKLIN

Section 3.3.1. Coach CONKLIN shall have the right to terminate this Agreement at any time. In the event Coach CONKLIN elects to terminate this Agreement, he shall pay liquidated damages to the University in an amount equal to 33% of the total compensation (calculated as Base Pay plus Supplemental Pay) for the contract year during which the termination occurs. The liquidated damages shall be payable in full within sixty (60) days of the date of termination. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief. Upon the termination of this Agreement by Coach CONKLIN, Coach CONKLIN waives any and all rights to receive compensation for his accrued and unused annual leave. The liquidated damages may be waived by the University in writing signed by the Athletics Director. Nothing in this Section 3.3 shall be construed to require payment of liquidated damages as a result of an automatic termination pursuant to Section 3.4.

Section 3.3.2. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach CONKLIN's promise to work for the University for the entire term of this Agreement is an essential consideration in the University's decision to employ him as Assistant Football Coach and the fact that the University will commit substantial financial resources to the success of the football program and that if Coach CONKLIN terminates his employment with the University, the University will suffer damages the amount, nature, and extent of which are difficult to determine and which may include, but not be limited to, additional expenses to search for another Assistant Football Coach, salary or other compensation to hire another Assistant Football Coach, and tangible and intangible detriment to the football program of the University and support of its fans and donors. Accordingly, Coach CONKLIN acknowledges and agrees that the amount of liquidated damages set forth in Section 3.3.1 is a reasonable and fair approximation of the harm that the University will incur in the event of such termination by Coach CONKLIN. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.3.3. Coach CONKLIN shall immediately notify the head football coach in the event Coach CONKLIN has any direct or indirect contact with or from any entity, or agent or representative of the entity's athletics interests, regarding potential employment by or with another college or university or a professional football organization.

Section 3.4. Termination upon Death or Disability of Coach CONKLIN

Section 3.4.1. This Agreement shall terminate automatically upon the death of Coach CONKLIN, and all salary, compensation, benefits, and perquisites shall terminate as of the calendar month in which death occurs, except that the executor or administrator of Coach CONKLIN's estate or other beneficiary specifically designated in writing shall be paid any death benefits due Coach CONKLIN under any University Rules now in effect or hereafter adopted by the University.

Section 3.4.2. This Agreement shall terminate automatically if Coach CONKLIN becomes disabled. "Disabled" shall mean physical or mental incapacity of a nature that prevents Coach CONKLIN, in the reasonable and good faith judgment of the University, from performing an essential function of the position of Assistant Football Coach for a period of one hundred twenty (120) consecutive calendar days. If this Agreement is terminated because Coach CONKLIN becomes disabled, all salary, compensation, benefits, and perquisites shall terminate, except that Coach CONKLIN shall receive: (a) any disability benefits to which he is entitled under any disability program in which he is enrolled; and (b) compensation for his accrued and unused annual leave.

ARTICLE IV – DUTIES AND RESPONSIBILITIES

Coach CONKLIN shall perform, to the reasonable satisfaction of the Athletics Director, the duties and responsibilities of Assistant Football Coach, which shall include without limitation:

- (a) Coaching a position or group of positions, including overseeing and managing his respective football unit;
- (b) Performing recruiting activities at the direction of the Head Football Coach;

- (c) Performing his duties and personally comporting himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the University. At all times, Coach CONKLIN shall use his best efforts to promote an environment in which all employees and students under Coach CONKLIN's supervision, or subject to Coach CONKLIN's control or authority, comport themselves in a like manner;
- (d) Becoming knowledgeable of and complying with any and all Governing Athletic Rules and University Rules;
- (e) Reporting immediately to the Athletics Director or the Athletics Compliance Office any actual knowledge of or reasonable cause to believe that one or more violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (f) Cooperating fully in any investigation of any aspect of the University's intercollegiate football program or intercollegiate athletics program, whether by the NCAA, the SEC, or the University;
- (g) Working cooperatively with athletics compliance personnel on compliance matters and Governing Athletic Rules education;
- (h) Performing public relations, alumni relations, community service, and fundraising functions;
- (i) Performing other duties described elsewhere in this Agreement;
- (j) Performing other duties ordinarily associated with and performed by an Assistant Football Coach at a major university that participates in intercollegiate men's football competition at the NCAA Division I Football Bowl Subdivision level; and
- (k) Performing other reasonable duties as may be assigned by the Head Football Coach, the Athletics Director, and/or their designees from time to time.

ARTICLE V – ENFORCEMENT OF GOVERNING ATHLETIC RULES

Section 5.1. Coach CONKLIN agrees that the University, as a member of the NCAA, is required to apply and enforce certain Governing Athletic Rules with respect to all institutional staff members through appropriate disciplinary or corrective action and is further required by NCAA Bylaw 11.2.1 and SEC Bylaw 19.8 to include the following stipulation in this Agreement: If Coach CONKLIN is found in violation of Governing Athletic Rules, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, Article 4 of the SEC Constitution, and/or SEC Bylaw 19.8, including suspension without pay or termination of employment for significant or repetitive violations, whether the violation(s) occurred while Coach CONKLIN was employed by the University or during prior employment at another NCAA member institution. For the purposes of this Agreement, the phrase "significant or repetitive violations" shall mean any major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation.

Section 5.2. Coach CONKLIN agrees that a finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee), or an agreed-on finding approved by the NCAA Committee on Infractions in the course of a summary disposition, that Coach CONKLIN has engaged in or condoned a major violation of one or more Governing Athletic Rules shall constitute a material breach of this Agreement that is not capable of being cured, and the University, in its sole discretion, may elect to terminate this Agreement, suspend Coach CONKLIN without pay, or take other disciplinary or corrective action against Coach CONKLIN as set forth in the provisions of the NCAA enforcement procedures upon written notice to Coach CONKLIN within sixty (60) days of the finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) or the NCAA Committee on Infractions' approval of the agreed-on finding, whether the violation(s) occurred while Coach CONKLIN was employed by the University or during prior employment at another NCAA member institution.

Section 5.3. Coach CONKLIN agrees to comply with any penalty imposed by the Commissioner of the SEC pursuant to Governing Athletic Rules, including but not limited to, SEC Bylaw 4.4.3.

Section 5.4. Upon termination of this Agreement pursuant to this Article V, Coach CONKLIN shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach CONKLIN waives any and all rights to receive compensation for his accrued and unused annual leave upon termination of this Agreement pursuant to this Article V.

Section 5.5. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article V but offer Coach CONKLIN continued employment with or without a new employment agreement.

Section 5.6. Prior to implementing any disciplinary or corrective action as contemplated by this Article V against Coach CONKLIN based on a finding by the SEC, NCAA Committee on Infractions, or, if appealed, the NCAA Infractions Appeals Committee, the University shall afford Coach CONKLIN notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed disciplinary or corrective action. Coach CONKLIN voluntarily waives all rights to a post-termination or post-suspension opportunity to contest a termination or suspension without pay pursuant to this Article V under University Rules and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 5.7. Nothing in this Article V shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Article III and Article X.

ARTICLE VI – OUTSIDE INCOME AND ACTIVITIES

Section 6.1. Outside Income

Section 6.1.1. Coach CONKLIN understands and agrees that he shall receive the prior written approval of the Athletics Director and the Chancellor for all athletically-related income and benefits from sources outside the University. Sources of such income and benefits shall include, but are not limited to, income and benefits from: annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television, radio, and other media programs; endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers; and any other outside activities described in Section 6.2.

Section 6.1.2. Coach CONKLIN shall submit an annual written detailed report of all athletically related income and benefits from sources outside the University to the Chancellor, through the Athletics Director, on or before August 1 of each year. Upon request, the University shall have reasonable access to all records of Coach CONKLIN necessary to verify the information contained in such report.

Section 6.2. Outside Activities

Section 6.2.1. Coach CONKLIN understands and agrees that all football camps conducted at University facilities shall be operated through the University and in accordance with University Rules, and that all compensation for coaches and staff shall be paid through the University's payroll or its disbursement voucher system. Coach CONKLIN may use the University's name and logo in connection with any football camps or clinics he conducts at University facilities with prior written approval from the Athletics Director, or his or her designee.

Section 6.2.2. Coach CONKLIN shall not, by any statements or appearances on television, on radio, in newspapers, or in magazines or other published media or any promotional material, personally or officially endorse, promote, or advertise for commercial purposes any product or service unless prior written approval has been granted by the Athletics Director and the Chancellor in accordance with Article VI, Section 6.1.1 of this Agreement. Coach CONKLIN shall also receive annual prior written approval from the Athletics Director and the Chancellor for any use, directly or by implication, of the University's name, logo, or other University trademark in the endorsement of commercial products or services. With the required prior written approvals, and subject to limitations arising out of any University contracts with third parties concerning media rights or the endorsement, promotion, or advertisement of commercial products or services, Coach CONKLIN may undertake commercial endorsements in which he identifies himself as a University Assistant Football Coach. Coach CONKLIN shall include all income and benefits derived from such endorsement activities in the report of all athletically-related income and benefits he must file annually in accordance with Article VI, Section

6.1.2 of this Agreement. All such endorsements shall cease at the termination of Coach CONKLIN's employment as an Assistant Football Coach for the University.

Section 6.2.3. Coach CONKLIN may serve on corporate boards of directors or enter into personal service contracts for outside employment services, provided (a) prior written approval of the Athletics Director and the Chancellor of the University is received and all income and benefits are reported annually in accordance with Article VI, Section 6.1; (b) such activities do not interfere or conflict with his duties at the University; and (c) University facilities and resources are not used.

Section 6.2.4. The University further agrees that Coach CONKLIN may write for publications and speak before public gatherings, provided said writings and speeches are made in the same professional way and manner expected of any member of the administrative staff of the University. The University expressly agrees that any compensation received for such speeches and writings by Coach CONKLIN in the form of honoraria, royalties, and the like may be retained by him in addition to compensation set forth herein; provided, however, that if the University reimburses Coach CONKLIN or otherwise pays for travel or other expenses associated with the receipt of an honorarium, the honorarium shall be remitted in full to the University.

Section 6.2.5. Coach CONKLIN understands and agrees that the University has no responsibility or liability for any claim arising out of Coach CONKLIN's performance of the activities described in Section 6.2 or for any other activity outside the scope of his University employment. In no event shall Coach CONKLIN usurp any corporate opportunities of the University or engage in an activity involving a conflict of interests with his University duties. Outside activities are independent of Coach CONKLIN's employment with the University, and the University shall have no responsibility or liability for any claims arising from Coach CONKLIN's outside activities.

ARTICLE VII – INTELLECTUAL PROPERTY

Section 7.1. Coach CONKLIN grants the University the right during the term of this Agreement to use, and the right to grant to others use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, or facsimile image in any manner in connection with any radio, television, and other media shows, programs and appearances, or in connection with any endorsement or consultation contracts entered into by the University or the University's multi-media rights partner.

Section 7.2. Coach CONKLIN covenants and agrees that the University retains, owns, and controls all intellectual property and media rights relating to the University's football program and Athletics Department, including but not limited to all television, radio, internet, and any other form of written or electronic media now known or developed in the future related to the University's football program and Athletics Department, whether produced by the University or through a third-party. Coach CONKLIN further covenants and agrees that the University shall have the exclusive right to designate the media rights and intellectual property holder for all forms of media created during the term of this Agreement.

Section 7.3. Coach CONKLIN covenants and agrees that, upon termination of this Agreement, the University shall have the right to continue through completion any contracts, endorsement agreements, sponsorship agreements, or similar arrangements that were entered into during the term of this Agreement and which contain Coach CONKLIN's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach CONKLIN shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.4. Coach CONKLIN covenants and agrees that, upon termination of this Agreement, the University shall have the right, but not the obligation, to continue to use, and to authorize, license, or grant any sponsor, manufacturer, media rights company, or vendor the right to use, any intellectual property or media rights relating to the football program, the Athletics Department, or Coach CONKLIN's employment that were created or produced during the term of this Agreement, notwithstanding the fact that such intellectual property or media rights may contain Coach CONKLIN's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach CONKLIN shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.5. Except as otherwise provided in this Agreement, Coach CONKLIN shall retain all rights in and to his

name and endorsement. Upon termination of this Agreement, the University shall have no further right to the continued or future use Coach CONKLIN 's name or endorsement, except as provided in this Article VII.

Section 7.6. The rights and obligations described in this Article VII shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE VIII – LIMITATION OF REMEDIES AND WAIVER OF CLAIMS

In any instance of a suspension of Coach CONKLIN or a termination of this Agreement pursuant to Articles III, V, or X, except as expressly provided for in this Agreement, the University shall have no liability whatsoever to Coach CONKLIN, nor shall Coach CONKLIN be entitled to receive, and Coach CONKLIN hereby waives and releases any and all claims that Coach CONKLIN or his personal representatives may have against the University, its trustees, officers, employees, or agents, and their respective successors, heirs, and assigns for: (a) payment of fringe benefits; (b) accrued and unused annual leave; (c) the amounts payable under Article II or any other athletically related income or benefits derived by virtue of Coach CONKLIN's position as Assistant Football Coach; (d) any direct or consequential damages by reason of any economic loss, including, but without limitation, loss of outside or collateral business income or opportunities, talent fees, earning capacity, incentive and supplemental income, benefits, or perquisites; and/or (e) alleged humiliation or defamation resulting from the fact of termination or suspension, the public announcement thereof, or the University's release of information or documents required by law. Coach CONKLIN acknowledges that in the event of the termination of this Agreement for cause, without cause, or otherwise, Coach CONKLIN shall have no right to occupy the position of Assistant Football Coach and Coach CONKLIN's sole remedies are provided for in this Agreement and shall not extend to injunctive relief. In the event a termination of this Agreement by the University under Section 3.2, Article V, or Article X is ultimately found to be a breach of this Agreement by the Tennessee Claims Commission or a court of competent jurisdiction, after any available appeals have been exhausted, Coach CONKLIN's remedies shall be limited to the liquidated damages described in Article III according to the date of termination, in lieu of any and all other legal remedies or equitable relief.

ARTICLE IX – INDEMNITY

Coach CONKLIN shall indemnify the University against all attorney's fees incurred by the University in connection with any investigation or proceeding resulting in a finding by the University or by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) that (a) Coach CONKLIN has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation; or (b) a person under Coach CONKLIN's supervision or subject to his control or authority has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation if Coach CONKLIN knew or should have known about the violation(s) with reasonable diligence. This obligation shall apply regardless of whether the University terminates this Agreement or Coach CONKLIN's employment. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE X – MATERIAL INDUCEMENT FOR UNIVERSITY'S AGREEMENT AND RESERVATION OF RIGHTS

Section 10.1. As a material inducement to the University to execute and perform this Agreement, Coach CONKLIN represents and warrants the following to the University:

- (a) he did not misrepresent information, withhold information, or provide incomplete or false information during the University's process of interviewing and hiring Coach CONKLIN for the position of Assistant Football Coach;
- (b) he has reported any violations of any Governing Athletic Rules or University Rules from the date of his employment by the University through the date on which he executed this Agreement to the Athletics Director or the Athletics Compliance Office; and
- (c) he has no knowledge of or reasonable cause to believe there exists an unreported violation or potential violation of any Governing Athletic Rules or University Rules by any assistant coach, staff member,

or any other person associated with the football program prior to the date on which he executed this Agreement.

Section 10.2. Coach CONKLIN agrees that a breach of any representation or warranty contained in Section 10.1 shall be a material breach of this Agreement that is not capable of being cured, and the University in its sole discretion may elect to terminate this Agreement upon written notice to Coach CONKLIN. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article X but continue Coach CONKLIN's employment with or without a new employment agreement. Coach CONKLIN voluntarily waives all rights to a post-termination opportunity to contest a termination pursuant to this Article X under University policies and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 10.3. Upon termination of this Agreement pursuant to this Article X, Coach CONKLIN shall not be entitled to further salary, compensation, benefits, or perquisites from the University, including but not limited to any and all rights to receive compensation for his accrued and unused annual leave.

Section 10.4. Coach CONKLIN agrees that nothing in this Article X shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Article III and Article V.

ARTICLE XI – DEFINITIONS

The following words, terms, or phrases, when used in this Agreement, shall have the following meanings:

Section 11.1. "Governing Athletic Rules" shall mean: (1) any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated by the National Collegiate Athletic Association ("NCAA") or the Southeastern Conference ("SEC") or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the University's intercollegiate athletics program; and (2) any and all state or federal laws or regulations regulating college athletics, coaches, staff, student-athletes, or competition.

Section 11.2. "NCAA" shall mean the National Collegiate Athletic Association and its successors.

Section 11.3. "SEC" shall mean the Southeastern Conference and its successors or any other athletic conference of which the University may be a member.

Section 11.4. "University" shall mean The University of Tennessee and its campus located in Knoxville, Tennessee.

Section 11.5. "University Rules" shall mean any and all present or future policies, procedures, rules, regulations, and guidelines of the University.

ARTICLE XII – MISCELLANEOUS

Section 12.1. This Agreement contains the complete agreement between the parties concerning Coach CONKLIN's employment as the University's Assistant Football Coach. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement.

Section 12.2. This Agreement may only be modified by a writing signed by Coach CONKLIN and the Athletics Director, Chancellor, and the Chief Financial Officer of the University.

Section 12.3. The invalidity of any portion of this Agreement shall not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 12.4. Coach CONKLIN acknowledges that no policy or procedures manual, faculty or staff handbook, course of conduct, practice, award, commendation, promotion, transfer, or length of service creates any express or

implied contract modifying any part of this Agreement.

Section 12.5. This Agreement shall be interpreted in accordance with Tennessee law.

Section 12.6. The captions of the various provisions contained in this Agreement are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

Section 12.7. Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and either (a) delivered in person, (b) sent by United States mail, with first class postage prepaid, (c) sent via electronic mail, or (d) sent by a nationally recognized delivery service. Notice shall be deemed given when the written notice is (a) delivered in person, (b) placed in the United States mail, (c) sent via electronic mail, or (d) placed with a nationally recognized delivery service. Notice to Coach CONKLIN shall be sent to his campus office or to his University-provided e-mail account(s). Coach CONKLIN shall promptly notify the Athletics Director of any change in the name or address of the person to whom a duplicate copy of notice shall be sent. Notice to the University shall be delivered to the Athletics Director at his or her campus office.

Section 12.8. All documents, files, records, materials (in any format, including electronically stored information), equipment, or other property, including without information, personnel records, recruiting records, team information, athletic equipment, films, videos, statistics, keys, credit cards, laptop computers, software programs, and electronic communication devices, furnished to Coach CONKLIN by the University or developed by Coach CONKLIN at the University's direction or for the University's use or otherwise in connection with Coach CONKLIN's employment with the University are and shall remain the sole and confidential property of the University. Within three (3) days of the expiration or termination of this Agreement, Coach CONKLIN shall complete the University's exit procedure, including returning all University property in his possession. The foregoing provisions shall not apply to Coach CONKLIN's personal notes, personal playbooks, memorabilia, diaries, and similar personal records of Coach CONKLIN, which he is entitled to retain.

Section 12.9. Upon the expiration or earlier termination of this Agreement for any reason, Coach CONKLIN agrees that the University shall be entitled to withhold and deduct from any final payment of any kind that is owed to Coach CONKLIN by the University the amount of any indebtedness owed to the University by Coach CONKLIN.

Section 12.10. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

Section 12.11. It is expressly agreed that nothing contained in this Agreement shall be construed to constitute a waiver or relinquishment by the University of any rights to claim such exemptions, privileges, and immunities as may be provided by law.

Section 12.12. Coach CONKLIN may not assign, pledge, or encumber his rights, interests, or obligations under this Agreement.

Section 12.13. Each party hereto shall be viewed as an equal participant to the drafting of this Agreement, and each party agrees that there shall be no presumption against the drafting party.

Section 12.14. Coach CONKLIN acknowledges that he has read and understands this Agreement and agrees that its provisions are reasonable and enforceable and that he will abide by them.

Section 12.15. The parties agree that the effective date of this Agreement shall be February 1, 2012, even if the Agreement's execution date is subsequent thereto.


Section 12.16. This Agreement shall not be binding on the University until signed by the Chancellor and the University's Chief Financial Officer. Coach CONKLIN expressly acknowledges that the Athletics Director does not have authority to bind the University with respect to this Agreement, any amendment of this Agreement, or Coach CONKLIN's employment as the University's Assistant Football Coach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

THE UNIVERSITY OF TENNESSEE

COACH JOSH CONKLIN


By:


Dave Hart
Vice Chancellor and Director of Athletics
The University of Tennessee, Knoxville



JOSH CONKLIN

3/27/12
Date

3-24-2012
Date


Charles M. Peccolo, Jr.
Treasurer and Interim Chief Financial Officer
The University of Tennessee

APR 13 2012
Date


Jimmy G. Cheek, Chancellor
The University of Tennessee, Knoxville

3/29/12
Date

**EMPLOYMENT AGREEMENT
ASSISTANT FOOTBALL COACH**

This Employment Agreement ("Agreement") is entered into by and between THE UNIVERSITY OF TENNESSEE ("University"), a public educational corporation of the State of Tennessee, for and on behalf of The University of Tennessee, Knoxville and its Athletics Department, and JAY GRAHAM ("Coach GRAHAM"). This Agreement cancels and supersedes any and all prior existing oral and written agreements between the University and Coach GRAHAM.

WITNESSETH:

In consideration of the covenants and agreements herein contained, the parties to this Agreement agree as follows:

ARTICLE I – PURPOSE AND TERM OF AGREEMENT

Section 1.1. Subject to the terms and conditions stated in this Agreement, the University agrees to employ Coach GRAHAM, and Coach GRAHAM agrees to serve, as an assistant coach of the University's intercollegiate football team ("Assistant Football Coach").

Section 1.2. The term of this Agreement shall be from December 8, 2011 through February 28, 2014, unless sooner terminated as provided in this Agreement.

Section 1.3. The University may allow this Agreement to expire and elect not to renew Coach GRAHAM's employment as Assistant 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.

Section 1.4. In its sole discretion and at any time with or without adequate cause, the University may reassign Coach GRAHAM from the duties of Assistant Football Coach to other duties within the University. Upon reassignment to other duties, Coach GRAHAM shall receive Base Pay and Supplemental Pay under Article II in an amount to be unchanged until the expiration of the term of this Agreement.

ARTICLE II – COMPENSATION

Section 2.1. As payment and consideration for the services to be performed by Coach GRAHAM under this Agreement, the University agrees to pay Coach GRAHAM an annual salary ("Base Pay") according to the following schedule of total annual salary, subject to all applicable state and federal tax reporting and withholding requirements:

December 8, 2011 through February 29, 2012:	Prorated portion of \$225,000.00 per annum
March 1, 2012 through February 28, 2013:	\$225,000.00
March 1, 2013 through February 28, 2014:	\$225,000.00

The University shall pay the Base Pay to Coach GRAHAM in twelve (12) equal monthly installments in accordance with the University's customary monthly payroll procedures. The Base Pay shall not be increased in accordance with any across-the-board salary increase authorized or mandated for University employees by the State of Tennessee or the University.

Section 2.2. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for Coach GRAHAM to assist the football team in achieving the goals described below, the University agrees to pay Coach GRAHAM, if earned, annual incentive compensation in an amount equal to the sum of the percentages of Total Compensation described in the following subsections, subject to all applicable state and federal tax reporting and withholding requirements:

- (a) 4% of Total Compensation for playing in the SEC Championship Football Game.
- (b) 8% of Total Compensation for playing in any post-season bowl game; 12% of Total Compensation for playing in the Chick-Fil-A, Cotton, Outback, or Capital One bowls, or their successors; or 16% of Total Compensation for playing in a post-season game that, at the time of the execution of this Agreement, is part of the Bowl Championship Series (BCS). It is understood that Coach GRAHAM shall receive only

one incentive payment under this subsection 2.3(b), which shall be based on the highest goal achieved.

(c) 4% of Total Compensation for winning the BCS National Championship game or its successor.

For purposes of this Section 2.3, the term "Total Compensation" shall mean the sum of the Base Pay and Supplemental Pay as of February 1 following the conclusion of the football season in which the goal was achieved. Annual incentive compensation due under this Section 2.3 shall be paid by the University on or before March 1 following the conclusion of the football season in which the goal was achieved. The total annual incentive compensation due to Coach GRAHAM under this Section 2.3 following any football season shall not exceed \$125,000. Incentive compensation described in this Section 2.3 shall be earned by and payable to Coach GRAHAM only if Coach GRAHAM is employed as an Assistant Football Coach at the University on the day of the event that forms the basis for the incentive compensation.

Section 2.3. Pursuant to the courtesy vehicle program of the Tennessee Athletics Department now in effect or hereafter amended, the University, in its sole discretion, may provide Coach GRAHAM with either: (1) one vehicle of a quality, in terms of make and model, similar to vehicles provided to other University assistant coaches, for his personal use; or (2) compensation in the amount of \$6,000 per year, payable in twelve (12) equal monthly installments, as a vehicle allowance in lieu of Coach GRAHAM's participation in the courtesy vehicle program. It is understood and agreed that such vehicle or any vehicle allowance shall not be construed to be part of the consideration of this Agreement, and the benefit described in this Section 2.4 may be terminated at any time at the exclusive option of the University. Coach GRAHAM will be solely responsible for maintaining insurance on the vehicle, for paying fuel costs, and for otherwise complying with the courtesy vehicle program.

Section 2.4. The University shall promptly pay Coach GRAHAM's reasonable moving expenses one time in accordance with University Rules.

Section 2.5. As a regular full-time employee of the University, Coach GRAHAM is entitled to the same fringe benefits as other regular full-time employees. The Base Pay shall be used to determine benefits that are based on salary.

Section 2.6. Coach GRAHAM understands and agrees that federal and state law limit the compensation on which the University may make retirement contributions. The University agrees to make the maximum annual amount of retirement contributions allowed by federal and state law for Coach GRAHAM. Retirement contributions shall be made periodically in accordance with the University's business practices.

ARTICLE III – TERMINATION

Section 3.1. Termination by University Without Cause

Section 3.1.1. In its sole discretion and at any time during the term of this Agreement, the University may elect to terminate this Agreement without cause upon written notice to Coach GRAHAM. If the University terminates this Agreement without cause, the University shall pay Coach GRAHAM liquidated damages in an amount equal to the monthly rate of the sum of Base Pay and Supplemental Pay described in Article II times the number of months remaining in the term of this Agreement, with any part of a month prorated. Payment of the liquidated damages shall be made in equal monthly installments over the remaining term of this Agreement, subject to all applicable state and federal tax reporting and withholding requirements, with the first payment due on or before the last day of the month following the date of termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief.

Section 3.1.2. In no event shall the University's liability in the event of a termination without cause pursuant to this Section 3.1 include payment of fringe benefits, the payment of accrued and unused annual leave, the amounts payable under Article II, or any other athletically related income or benefits derived by virtue of Coach GRAHAM's position as Assistant Football Coach. Coach GRAHAM understands and agrees that the University's decision to terminate this Agreement without cause is not subject to any University Rules.

Section 3.1.3. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement without cause by the University prior to its expiration may cause Coach GRAHAM to lose certain benefits and incentives, supplemental compensation, or

other athletically-related compensation associated with Coach GRAHAM's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Coach GRAHAM shall constitute adequate and reasonable compensation to Coach GRAHAM for any damages and injuries suffered by Coach GRAHAM because of such termination by the University. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.1.4. The automatic termination of this Agreement upon the death or disability of Coach GRAHAM, as provided in Section 3.4 of this Agreement, shall not give rise to a right to liquidated damages pursuant to this Section 3.1.

Section 3.1.5. Coach GRAHAM is required to use his reasonable best efforts to mitigate the University's obligation to pay liquidated damages under this Section 3.1 by making reasonable and diligent efforts as soon as practicable following termination to obtain another comparable employment or paid services position. Without limiting the types of positions that are comparable, Coach GRAHAM agrees that the following positions shall be deemed comparable for the purpose of this Section 3.1.5: assistant or head football coach at a college or university; professional football assistant or head coach; athletics administrator at a college or university; and media commentator or analyst with a national, regional, or local network, broadcast station, cable or satellite company. If, following a termination of this Agreement by the University pursuant to this Section 3.1, Coach GRAHAM obtains any other comparable employment or paid services position prior to the date this Agreement would have expired, the parties agree that the liquidated damages owed by the University pursuant to Section 3.1 shall be offset and reduced dollar-for-dollar by the gross income received, either directly or indirectly, from the comparable employment position or other paid services position, which shall include base salary or wages, endorsement pay, talent fees, consulting fees, honoraria, coaching related publications, speaking engagements, and other income of any kind whatsoever. Coach GRAHAM shall not structure the timing of income in order to avoid his obligations or the reduction of liquidated damages owed by the University under this Section 3.1. While the University's obligation to pay liquidated damages is in effect, and for a period of six (6) months thereafter, Coach GRAHAM shall provide the University with a written accounting all gross income received or earned by him during the immediately preceding quarter. The parties expressly agree that Coach GRAHAM's obligation to report all gross income to the University shall survive termination of the Agreement under this Section 3.1 for the entire period in which the University's obligation to pay liquidated damages is in effect, plus an additional period of six (6) months. If Coach GRAHAM fails either to notify the University of his employment in another comparable employment position or other paid services position or to provide the quarterly written reports of gross income after the University sends a formal, written request to Coach GRAHAM to do so, then, after giving Coach GRAHAM fourteen (14) days' written notice, the University's obligation to continue paying liquidated damages to Coach GRAHAM shall cease.

Section 3.1.6. Coach GRAHAM agrees that nothing in this Section 3.1 shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Section 3.2, Article V, and Article X.

Section 3.2. Termination by University for Cause

Section 3.2.1. In addition to the grounds for termination of this Agreement under any other part of this Agreement, including but not limited to Section 3.1, Article V, and Article X, Coach GRAHAM agrees that the University has the right to terminate this Agreement for cause under this Section 3.2 at any time prior to its expiration.

Section 3.2.2. For purposes of this Section 3.2, the term "for cause" shall include, but not be limited to, any one or more of the following as determined in the reasonable and good faith judgment of the University:

- (a) conduct or a pattern of conduct by Coach GRAHAM which constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules, whether the conduct occurred during Coach GRAHAM's employment with the University or another NCAA-member institution;

- (b) conduct or a pattern of conduct by a University employee under Coach GRAHAM's supervision or subject to his control or authority which: (i) constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules; and (ii) Coach GRAHAM knew or should have known about with reasonable diligence, whether the conduct occurred during Coach GRAHAM's employment with the University or another NCAA-member institution;
- (c) failure of Coach GRAHAM to report immediately to the Athletics Director or Athletics Compliance Office any actual knowledge of or reasonable cause to believe that violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (d) an act by Coach GRAHAM constituting a prohibited conflict of interest under University Rules or applicable state law;
- (e) neglect or inattention by Coach GRAHAM to the standards, duties, and responsibilities generally expected of University employees and specifically required of Coach GRAHAM under this Agreement;
- (f) one or more acts of fraud by Coach GRAHAM in the performance of his duties and responsibilities under this Agreement;
- (g) the provision of false, misleading, or incomplete information relevant to the conduct of University business, including but not limited to information provided by Coach GRAHAM to the University during the interviewing and hiring process for the position of Assistant Football Coach, if COACH GRAHAM knew or should have known the information was false, misleading, or incomplete;
- (h) counseling or instructing by Coach GRAHAM of any coach, football staff member, current or former student-athlete, student, or person to fail or refuse to respond accurately and fully within a reasonable time to any inquiry or request concerning a matter relevant to the athletics programs of the University or of another institution of higher education which shall be propounded by the NCAA, SEC, the University, or other governing body having supervision over the athletics program of the University, or which shall be required by law, Governing Athletic Rules, or University Rules;
- (i) conviction of Coach GRAHAM of a criminal act that constitutes either (i) a felony or (ii) a misdemeanor involving moral turpitude (excluding minor traffic offenses);
- (j) prolonged absence by Coach GRAHAM from his duties under this Agreement, without the consent of the Athletics Director;
- (k) soliciting, placing, or accepting by Coach GRAHAM of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any person under Coach GRAHAM's control or authority, including without limitation a student-athlete;
- (l) furnishing by Coach GRAHAM of information or data relating in any manner to football, or any other sport, or any student-athlete, to any individual known by Coach GRAHAM to be, or whom Coach GRAHAM should reasonably know to be, a gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Coach GRAHAM with such person;
- (m) failure by Coach GRAHAM to fully cooperate in the enforcement and implementation of any drug testing program established by the University, the SEC, the NCAA, or any other governing athletic body, for student-athletes;

- (n) conduct of Coach GRAHAM which reflects adversely on the University or its athletics program;
- (o) gross misconduct by Coach GRAHAM, as defined by University personnel policy now in effect or hereafter adopted by the University. "Gross misconduct" is currently defined by University personnel policy to include the following: theft or dishonesty; gross insubordination; willful destruction of University property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; illegal use, manufacture, possession, distribution, or dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behavior by the employee; or
- (p) any other material breach by Coach GRAHAM of his duties or responsibilities under this Agreement if: (i) in the University's reasonable and good faith judgment, the breach is capable of being cured and Coach GRAHAM fails to cure the material breach within thirty (30) days after written notice by the University specifying the nature of the breach; or (ii) in the University's reasonable and good faith judgment, the breach is not capable of being cured.

Section 3.2.3. The grounds for termination contained in Section 3.2.2 are separate and independent grounds for termination, and one ground for termination shall not be interpreted in any manner to modify, explain, or restrict any other ground for termination provided for anywhere in this Agreement.

Section 3.2.4. In its sole discretion, the University may suspend Coach GRAHAM with pay pending an investigation or decision relating to termination for cause under this Section 3.2.

Section 3.2.5. Upon termination of this Agreement for cause, Coach GRAHAM shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach GRAHAM waives any and all rights to receive compensation for his accrued and unused annual leave.

Section 3.2.6. For any one or more acts, omissions, or events that could be grounds for termination for cause under this Section 3.2, the University may take other disciplinary or corrective action against Coach GRAHAM short of terminating this Agreement. Other disciplinary or corrective action may include, but is not limited to, one or more of the following: (a) written reprimand; (b) suspension with pay; (c) suspension without pay; or (d) reassignment to a position that does not involve contact with prospective or enrolled student-athletes or representatives of the University's athletics interests. No such disciplinary or corrective action shall be construed to conflict with or limit the University's right to terminate this Agreement during or subsequent to such disciplinary or corrective action.

Section 3.2.7. Prior to the effective date of termination of Coach GRAHAM's employment or suspension of Coach GRAHAM without pay under this Section 3.2, the University shall afford Coach GRAHAM notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed termination or suspension. If the University terminates Coach GRAHAM's employment or suspends him for a period of time without pay under this Section 3.2, the University shall afford Coach GRAHAM a post-termination or post-suspension opportunity to contest the action in accordance with the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated 4-5-301 *et seq.*

Section 3.2.8. In its sole discretion, the University may elect to terminate this Agreement for cause under this Section 3.2 but offer Coach GRAHAM continued employment with or without a new employment agreement.

Section 3.2.9. Coach GRAHAM agrees that nothing in this Section 3.2 shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Section 3.1, Article V, and Article X.

Section 3.3. Termination by Coach GRAHAM

Section 3.3.1. Coach GRAHAM shall have the right to terminate this Agreement at any time. In the event Coach GRAHAM elects to terminate this Agreement, he shall pay liquidated damages to the University in an amount equal to 33% of the total compensation (calculated as Base Pay plus Supplemental Pay) for the contract year during which the termination occurs. The liquidated damages shall be payable in full within sixty (60) days of the date of termination. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief. Upon the termination of this Agreement by Coach GRAHAM, Coach GRAHAM waives any and all rights to receive compensation for his accrued and unused annual leave. The liquidated damages may be waived by the University in writing signed by the Athletics Director. Nothing in this Section 3.3 shall be construed to require payment of liquidated damages as a result of an automatic termination pursuant to Section 3.4.

Section 3.3.2. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach GRAHAM's promise to work for the University for the entire term of this Agreement is an essential consideration in the University's decision to employ him as Assistant Football Coach and the fact that the University will commit substantial financial resources to the success of the football program and that if Coach GRAHAM terminates his employment with the University, the University will suffer damages the amount, nature, and extent of which are difficult to determine and which may include, but not be limited to, additional expenses to search for another Assistant Football Coach, salary or other compensation to hire another Assistant Football Coach, and tangible and intangible detriment to the football program of the University and support of its fans and donors. Accordingly, Coach GRAHAM acknowledges and agrees that the amount of liquidated damages set forth in Section 3.3.1 is a reasonable and fair approximation of the harm that the University will incur in the event of such termination by Coach GRAHAM. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.3.3. Coach GRAHAM shall immediately notify the head football coach in the event Coach GRAHAM has any direct or indirect contact with or from any entity, or agent or representative of the entity's athletics interests, regarding potential employment by or with another college or university or a professional football organization.

Section 3.4. Termination upon Death or Disability of Coach GRAHAM

Section 3.4.1. This Agreement shall terminate automatically upon the death of Coach GRAHAM, and all salary, compensation, benefits, and perquisites shall terminate as of the calendar month in which death occurs, except that the executor or administrator of Coach GRAHAM's estate or other beneficiary specifically designated in writing shall be paid any death benefits due Coach GRAHAM under any University Rules now in effect or hereafter adopted by the University.

Section 3.4.2. This Agreement shall terminate automatically if Coach GRAHAM becomes disabled. "Disabled" shall mean physical or mental incapacity of a nature that prevents Coach GRAHAM, in the reasonable and good faith judgment of the University, from performing an essential function of the position of Assistant Football Coach for a period of one hundred twenty (120) consecutive calendar days. If this Agreement is terminated because Coach GRAHAM becomes disabled, all salary, compensation, benefits, and perquisites shall terminate, except that Coach GRAHAM shall receive: (a) any disability benefits to which he is entitled under any disability program in which he is enrolled; and (b) compensation for his accrued and unused annual leave.

ARTICLE IV – DUTIES AND RESPONSIBILITIES

Coach GRAHAM shall perform, to the reasonable satisfaction of the Athletics Director, the duties and responsibilities of Assistant Football Coach, which shall include without limitation:

- (a) Coaching a position or group of positions, including overseeing and managing his respective football unit;
- (b) Performing recruiting activities at the direction of the Head Football Coach;

- (c) Performing his duties and personally comporting himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the University. At all times, Coach GRAHAM shall use his best efforts to promote an environment in which all employees and students under Coach GRAHAM's supervision, or subject to Coach GRAHAM's control or authority, comport themselves in a like manner;
- (d) Becoming knowledgeable of and complying with any and all Governing Athletic Rules and University Rules;
- (e) Reporting immediately to the Athletics Director or the Athletics Compliance Office any actual knowledge of or reasonable cause to believe that one or more violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (f) Cooperating fully in any investigation of any aspect of the University's intercollegiate football program or intercollegiate athletics program, whether by the NCAA, the SEC, or the University;
- (g) Working cooperatively with athletics compliance personnel on compliance matters and Governing Athletic Rules education;
- (h) Performing public relations, alumni relations, community service, and fundraising functions;
- (i) Performing other duties described elsewhere in this Agreement;
- (j) Performing other duties ordinarily associated with and performed by an Assistant Football Coach at a major university that participates in intercollegiate men's football competition at the NCAA Division I Football Bowl Subdivision level; and
- (k) Performing other reasonable duties as may be assigned by the Head Football Coach, the Athletics Director, and/or their designees from time to time.

ARTICLE V – ENFORCEMENT OF GOVERNING ATHLETIC RULES

Section 5.1. Coach GRAHAM agrees that the University, as a member of the NCAA, is required to apply and enforce certain Governing Athletic Rules with respect to all institutional staff members through appropriate disciplinary or corrective action and is further required by NCAA Bylaw 11.2.1 and SEC Bylaw 19.8 to include the following stipulation in this Agreement: If Coach GRAHAM is found in violation of Governing Athletic Rules, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, Article 4 of the SEC Constitution, and/or SEC Bylaw 19.8, including suspension without pay or termination of employment for significant or repetitive violations, whether the violation(s) occurred while Coach GRAHAM was employed by the University or during prior employment at another NCAA member institution. For the purposes of this Agreement, the phrase "significant or repetitive violations" shall mean any major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation.

Section 5.2. Coach GRAHAM agrees that a finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee), or an agreed-on finding approved by the NCAA Committee on Infractions in the course of a summary disposition, that Coach GRAHAM has engaged in or condoned a major violation of one or more Governing Athletic Rules shall constitute a material breach of this Agreement that is not capable of being cured, and the University, in its sole discretion, may elect to terminate this Agreement, suspend Coach GRAHAM without pay, or take other disciplinary or corrective action against Coach GRAHAM as set forth in the provisions of the NCAA enforcement procedures upon written notice to Coach GRAHAM within sixty (60) days of the finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) or the NCAA Committee on Infractions' approval of the agreed-on finding, whether the violation(s) occurred while Coach GRAHAM was employed by the University or during prior employment at another NCAA member institution.

Section 5.3. Coach GRAHAM agrees to comply with any penalty imposed by the Commissioner of the SEC pursuant to Governing Athletic Rules, including but not limited to, SEC Bylaw 4.4.3.

Section 5.4. Upon termination of this Agreement pursuant to this Article V, Coach GRAHAM shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach GRAHAM waives any and all rights to receive compensation for his accrued and unused annual leave upon termination of this Agreement pursuant to this Article V.

Section 5.5. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article V but offer Coach GRAHAM continued employment with or without a new employment agreement.

Section 5.6. Prior to implementing any disciplinary or corrective action as contemplated by this Article V against Coach GRAHAM based on a finding by the SEC, NCAA Committee on Infractions, or, if appealed, the NCAA Infractions Appeals Committee, the University shall afford Coach GRAHAM notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed disciplinary or corrective action. Coach GRAHAM voluntarily waives all rights to a post-termination or post-suspension opportunity to contest a termination or suspension without pay pursuant to this Article V under University Rules and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 5.7. Nothing in this Article V shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Article III and Article X.

ARTICLE VI – OUTSIDE INCOME AND ACTIVITIES

Section 6.1. Outside Income

Section 6.1.1. Coach GRAHAM understands and agrees that he shall receive the prior written approval of the Athletics Director and the Chancellor for all athletically-related income and benefits from sources outside the University. Sources of such income and benefits shall include, but are not limited to, income and benefits from: annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television, radio, and other media programs; endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers; and any other outside activities described in Section 6.2.

Section 6.1.2. Coach GRAHAM shall submit an annual written detailed report of all athletically related income and benefits from sources outside the University to the Chancellor, through the Athletics Director, on or before August 1 of each year. Upon request, the University shall have reasonable access to all records of Coach GRAHAM necessary to verify the information contained in such report.

Section 6.2. Outside Activities

Section 6.2.1. Coach GRAHAM understands and agrees that all football camps conducted at University facilities shall be operated through the University and in accordance with University Rules, and that all compensation for coaches and staff shall be paid through the University's payroll or its disbursement voucher system. Coach GRAHAM may use the University's name and logo in connection with any football camps or clinics he conducts at University facilities with prior written approval from the Athletics Director, or his or her designee.

Section 6.2.2. Coach GRAHAM shall not, by any statements or appearances on television, on radio, in newspapers, or in magazines or other published media or any promotional material, personally or officially endorse, promote, or advertise for commercial purposes any product or service unless prior written approval has been granted by the Athletics Director and the Chancellor in accordance with Article VI, Section 6.1.1 of this Agreement. Coach GRAHAM shall also receive annual prior written approval from the Athletics Director and the Chancellor for any use, directly or by implication, of the University's name, logo, or other University trademark in the endorsement of commercial products or services. With the required prior written approvals, and subject to limitations arising out of any University contracts with third parties concerning media rights or the endorsement, promotion, or advertisement of commercial products or services, Coach GRAHAM may undertake commercial endorsements in which he identifies himself as a University Assistant Football Coach. Coach GRAHAM shall include all income and benefits derived from such endorsement activities in the report of all athletically-related income and benefits he must file annually in accordance with Article VI, Section

6.1.2 of this Agreement. All such endorsements shall cease at the termination of Coach GRAHAM's employment as an Assistant Football Coach for the University.

Section 6.2.3. Coach GRAHAM may serve on corporate boards of directors or enter into personal service contracts for outside employment services, provided (a) prior written approval of the Athletics Director and the Chancellor of the University is received and all income and benefits are reported annually in accordance with Article VI, Section 6.1; (b) such activities do not interfere or conflict with his duties at the University; and (c) University facilities and resources are not used.

Section 6.2.4. The University further agrees that Coach GRAHAM may write for publications and speak before public gatherings, provided said writings and speeches are made in the same professional way and manner expected of any member of the administrative staff of the University. The University expressly agrees that any compensation received for such speeches and writings by Coach GRAHAM in the form of honoraria, royalties, and the like may be retained by him in addition to compensation set forth herein; provided, however, that if the University reimburses Coach GRAHAM or otherwise pays for travel or other expenses associated with the receipt of an honorarium, the honorarium shall be remitted in full to the University.

Section 6.2.5. Coach GRAHAM understands and agrees that the University has no responsibility or liability for any claim arising out of Coach GRAHAM's performance of the activities described in Section 6.2 or for any other activity outside the scope of his University employment. In no event shall Coach GRAHAM usurp any corporate opportunities of the University or engage in an activity involving a conflict of interests with his University duties. Outside activities are independent of Coach GRAHAM's employment with the University, and the University shall have no responsibility or liability for any claims arising from Coach GRAHAM's outside activities.

ARTICLE VII – INTELLECTUAL PROPERTY

Section 7.1. Coach GRAHAM grants the University the right during the term of this Agreement to use, and the right to grant to others use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, or facsimile image in any manner in connection with any radio, television, and other media shows, programs and appearances, or in connection with any endorsement or consultation contracts entered into by the University or the University's multi-media rights partner.

Section 7.2. Coach GRAHAM covenants and agrees that the University retains, owns, and controls all intellectual property and media rights relating to the University's football program and Athletics Department, including but not limited to all television, radio, internet, and any other form of written or electronic media now known or developed in the future related to the University's football program and Athletics Department, whether produced by the University or through a third-party. Coach GRAHAM further covenants and agrees that the University shall have the exclusive right to designate the media rights and intellectual property holder for all forms of media created during the term of this Agreement.

Section 7.3. Coach GRAHAM covenants and agrees that, upon termination of this Agreement, the University shall have the right to continue through completion any contracts, endorsement agreements, sponsorship agreements, or similar arrangements that were entered into during the term of this Agreement and which contain Coach GRAHAM's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach GRAHAM shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.4. Coach GRAHAM covenants and agrees that, upon termination of this Agreement, the University shall have the right, but not the obligation, to continue to use, and to authorize, license, or grant any sponsor, manufacturer, media rights company, or vendor the right to use, any intellectual property or media rights relating to the football program, the Athletics Department, or Coach GRAHAM's employment that were created or produced during the term of this Agreement, notwithstanding the fact that such intellectual property or media rights may contain Coach GRAHAM's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach GRAHAM shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.5. Except as otherwise provided in this Agreement, Coach GRAHAM shall retain all rights in and to his

name and endorsement. Upon termination of this Agreement, the University shall have no further right to the continued or future use Coach GRAHAM 's name or endorsement, except as provided in this Article VII.

Section 7.6. The rights and obligations described in this Article VII shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE VIII – LIMITATION OF REMEDIES AND WAIVER OF CLAIMS

In any instance of a suspension of Coach GRAHAM or a termination of this Agreement pursuant to Articles III, V, or X, except as expressly provided for in this Agreement, the University shall have no liability whatsoever to Coach GRAHAM, nor shall Coach GRAHAM be entitled to receive, and Coach GRAHAM hereby waives and releases any and all claims that Coach GRAHAM or his personal representatives may have against the University, its trustees, officers, employees, or agents, and their respective successors, heirs, and assigns for: (a) payment of fringe benefits; (b) accrued and unused annual leave; (c) the amounts payable under Article II or any other athletically related income or benefits derived by virtue of Coach GRAHAM's position as Assistant Football Coach; (d) any direct or consequential damages by reason of any economic loss, including, but without limitation, loss of outside or collateral business income or opportunities, talent fees, earning capacity, incentive and supplemental income, benefits, or perquisites; and/or (e) alleged humiliation or defamation resulting from the fact of termination or suspension, the public announcement thereof, or the University's release of information or documents required by law. Coach GRAHAM acknowledges that in the event of the termination of this Agreement for cause, without cause, or otherwise, Coach GRAHAM shall have no right to occupy the position of Assistant Football Coach and Coach GRAHAM's sole remedies are provided for in this Agreement and shall not extend to injunctive relief. In the event a termination of this Agreement by the University under Section 3.2, Article V, or Article X is ultimately found to be a breach of this Agreement by the Tennessee Claims Commission or a court of competent jurisdiction, after any available appeals have been exhausted, Coach GRAHAM's remedies shall be limited to the liquidated damages described in Article III according to the date of termination, in lieu of any and all other legal remedies or equitable relief.

ARTICLE IX – INDEMNIFY

Coach GRAHAM shall indemnify the University against all attorney's fees incurred by the University in connection with any investigation or proceeding resulting in a finding by the University or by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) that (a) Coach GRAHAM has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation; or (b) a person under Coach GRAHAM's supervision or subject to his control or authority has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation if Coach GRAHAM knew or should have known about the violation(s) with reasonable diligence. This obligation shall apply regardless of whether the University terminates this Agreement or Coach GRAHAM's employment. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

**ARTICLE X – MATERIAL INDUCEMENT FOR UNIVERSITY'S AGREEMENT
AND RESERVATION OF RIGHTS**

Section 10.1. As a material inducement to the University to execute and perform this Agreement, Coach GRAHAM represents and warrants the following to the University:

- (a) he did not misrepresent information, withhold information, or provide incomplete or false information during the University's process of interviewing and hiring Coach GRAHAM for the position of Assistant Football Coach;
- (b) he has reported any violations of any Governing Athletic Rules or University Rules from the date of his employment by the University through the date on which he executed this Agreement to the Athletics Director or the Athletics Compliance Office; and
- (c) he has no knowledge of or reasonable cause to believe there exists an unreported violation or potential violation of any Governing Athletic Rules or University Rules by any assistant coach, staff member,

or any other person associated with the football program prior to the date on which he executed this Agreement.

Section 10.2. Coach GRAHAM agrees that a breach of any representation or warranty contained in Section 10.1 shall be a material breach of this Agreement that is not capable of being cured, and the University in its sole discretion may elect to terminate this Agreement upon written notice to Coach GRAHAM. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article X but continue Coach GRAHAM's employment with or without a new employment agreement. Coach GRAHAM voluntarily waives all rights to a post-termination opportunity to contest a termination pursuant to this Article X under University policies and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 10.3. Upon termination of this Agreement pursuant to this Article X, Coach GRAHAM shall not be entitled to further salary, compensation, benefits, or perquisites from the University, including but not limited to any and all rights to receive compensation for his accrued and unused annual leave.

Section 10.4. Coach GRAHAM agrees that nothing in this Article X shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Article III and Article V.

ARTICLE XI – DEFINITIONS

The following words, terms, or phrases, when used in this Agreement, shall have the following meanings:

Section 11.1. "Governing Athletic Rules" shall mean: (1) any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated by the National Collegiate Athletic Association ("NCAA") or the Southeastern Conference ("SEC") or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the University's intercollegiate athletics program; and (2) any and all state or federal laws or regulations regulating college athletics, coaches, staff, student-athletes, or competition.

Section 11.2. "NCAA" shall mean the National Collegiate Athletic Association and its successors.

Section 11.3. "SEC" shall mean the Southeastern Conference and its successors or any other athletic conference of which the University may be a member.

Section 11.4. "University" shall mean The University of Tennessee and its campus located in Knoxville, Tennessee.

Section 11.5. "University Rules" shall mean any and all present or future policies, procedures, rules, regulations, and guidelines of the University.

ARTICLE XII – MISCELLANEOUS

Section 12.1. This Agreement contains the complete agreement between the parties concerning Coach GRAHAM's employment as the University's Assistant Football Coach. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement.

Section 12.2. This Agreement may only be modified by a writing signed by Coach GRAHAM and the Athletics Director, Chancellor, and the Chief Financial Officer of the University.

Section 12.3. The invalidity of any portion of this Agreement shall not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 12.4. Coach GRAHAM acknowledges that no policy or procedures manual, faculty or staff handbook, course of conduct, practice, award, commendation, promotion, transfer, or length of service creates any express or

implied contract modifying any part of this Agreement.

Section 12.5. This Agreement shall be interpreted in accordance with Tennessee law.

Section 12.6. The captions of the various provisions contained in this Agreement are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

Section 12.7. Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and either (a) delivered in person, (b) sent by United States mail, with first class postage prepaid, (c) sent via electronic mail, or (d) sent by a nationally recognized delivery service. Notice shall be deemed given when the written notice is (a) delivered in person, (b) placed in the United States mail, (c) sent via electronic mail, or (d) placed with a nationally recognized delivery service. Notice to Coach GRAHAM shall be sent to his campus office or to his University-provided e-mail account(s). Coach GRAHAM shall promptly notify the Athletics Director of any change in the name or address of the person to whom a duplicate copy of notice shall be sent. Notice to the University shall be delivered to the Athletics Director at his or her campus office.

Section 12.8. All documents, files, records, materials (in any format, including electronically stored information), equipment, or other property, including without information, personnel records, recruiting records, team information, athletic equipment, films, videos, statistics, keys, credit cards, laptop computers, software programs, and electronic communication devices, furnished to Coach GRAHAM by the University or developed by Coach GRAHAM at the University's direction or for the University's use or otherwise in connection with Coach GRAHAM's employment with the University are and shall remain the sole and confidential property of the University. Within three (3) days of the expiration or termination of this Agreement, Coach GRAHAM shall complete the University's exit procedure, including returning all University property in his possession. The foregoing provisions shall not apply to Coach GRAHAM's personal notes, personal playbooks, memorabilia, diaries, and similar personal records of Coach GRAHAM, which he is entitled to retain.

Section 12.9. Upon the expiration or earlier termination of this Agreement for any reason, Coach GRAHAM agrees that the University shall be entitled to withhold and deduct from any final payment of any kind that is owed to Coach GRAHAM by the University the amount of any indebtedness owed to the University by Coach GRAHAM.

Section 12.10. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

Section 12.11. It is expressly agreed that nothing contained in this Agreement shall be construed to constitute a waiver or relinquishment by the University of any rights to claim such exemptions, privileges, and immunities as may be provided by law.

Section 12.12. Coach GRAHAM may not assign, pledge, or encumber his rights, interests, or obligations under this Agreement.

Section 12.13. Each party hereto shall be viewed as an equal participant to the drafting of this Agreement, and each party agrees that there shall be no presumption against the drafting party.


Section 12.14. Coach GRAHAM acknowledges that he has read and understands this Agreement and agrees that its provisions are reasonable and enforceable and that he will abide by them.

Section 12.15. The parties agree that the effective date of this Agreement shall be February 1, 2012, even if the Agreement's execution date is subsequent thereto.


Section 12.16. This Agreement shall not be binding on the University until signed by the Chancellor and the University's Chief Financial Officer. Coach GRAHAM expressly acknowledges that the Athletics Director does not have authority to bind the University with respect to this Agreement, any amendment of this Agreement, or Coach GRAHAM's employment as the University's Assistant Football Coach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

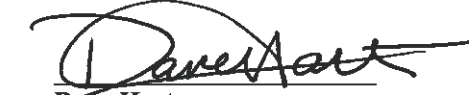
THE UNIVERSITY OF TENNESSEE

By: 
Jimmy G. Cheek, Chancellor
The University of Tennessee,
Knoxville

3/29/12
Date


Charles M. Peccolo, Jr.
Treasurer and Interim Chief Financial Officer
The University of Tennessee

APR 13 2012
Date


Dave Hart
Vice Chancellor and Athletics Director
The University of Tennessee, Knoxville

3/27/12
Date

COACH JAY GRAHAM


JAY GRAHAM

3/24/12
Date

**EMPLOYMENT AGREEMENT
ASSISTANT FOOTBALL COACH**

This Employment Agreement ("Agreement") is entered into by and between THE UNIVERSITY OF TENNESSEE ("University"), a public educational corporation of the State of Tennessee, for and on behalf of The University of Tennessee, Knoxville and its Athletics Department, and DARIN HINSHAW ("Coach HINSHAW"). This Agreement cancels and supersedes any and all prior existing oral and written agreements between the University and Coach HINSHAW.

WITNESSETH:

In consideration of the covenants and agreements herein contained, the parties to this Agreement agree as follows:

ARTICLE I – PURPOSE AND TERM OF AGREEMENT

Section 1.1. Subject to the terms and conditions stated in this Agreement, the University agrees to employ Coach HINSHAW, and Coach HINSHAW agrees to serve, as an assistant coach of the University's intercollegiate football team ("Assistant Football Coach").

Section 1.2. The term of this Agreement shall be from March 1, 2012 through February 28, 2014, unless sooner terminated as provided in this Agreement.

Section 1.3. The University may allow this Agreement to expire and elect not to renew Coach HINSHAW's employment as Assistant 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.

Section 1.4. In its sole discretion and at any time with or without adequate cause, the University may reassign Coach HINSHAW from the duties of Assistant Football Coach to other duties within the University. Upon reassignment to other duties, Coach HINSHAW shall receive Base Pay and Supplemental Pay under Article II in an amount to be unchanged until the expiration of the term of this Agreement.

ARTICLE II – COMPENSATION

Section 2.1. As payment and consideration for the services to be performed by Coach HINSHAW under this Agreement, the University agrees to pay Coach HINSHAW an annual salary ("Base Pay") according to the following schedule of total annual salary, subject to all applicable state and federal tax reporting and withholding requirements:

March 1, 2012 through February 28, 2013:	\$225,000.00
March 1, 2013 through February 28, 2014:	\$250,000.00

The University shall pay the Base Pay to Coach HINSHAW in twelve (12) equal monthly installments in accordance with the University's customary monthly payroll procedures. The Base Pay shall not be increased in accordance with any across-the-board salary increase authorized or mandated for University employees by the State of Tennessee or the University.

Section 2.2. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for Coach HINSHAW to assist the football team in achieving the goals described below, the University agrees to pay Coach HINSHAW, if earned, annual incentive compensation in an amount equal to the sum of the percentages of Total Compensation described in the following subsections, subject to all applicable state and federal tax reporting and withholding requirements:

- (a) 4% of Total Compensation for playing in the SEC Championship Football Game.
- (b) 8% of Total Compensation for playing in any post-season bowl game; 12% of Total Compensation for playing in the Chick-Fil-A, Cotton, Outback, or Capital One bowls, or their successors; or 16% of Total Compensation for playing in a post-season game that, at the time of the execution of this Agreement, is part of the Bowl Championship Series (BCS). It is understood that Coach HINSHAW shall receive only one incentive payment under this subsection 2.3(b), which shall be based on the highest goal achieved.

(c) 4% of Total Compensation for winning the BCS National Championship game or its successor.

For purposes of this Section 2.3, the term "Total Compensation" shall mean the sum of the Base Pay and Supplemental Pay as of February 1 following the conclusion of the football season in which the goal was achieved. Annual incentive compensation due under this Section 2.3 shall be paid by the University on or before March 1 following the conclusion of the football season in which the goal was achieved. The total annual incentive compensation due to Coach HINSHAW under this Section 2.3 following any football season shall not exceed \$125,000. Incentive compensation described in this Section 2.3 shall be earned by and payable to Coach HINSHAW only if Coach HINSHAW is employed as an Assistant Football Coach at the University on the day of the event that forms the basis for the incentive compensation.

Section 2.3. Pursuant to the courtesy vehicle program of the Tennessee Athletics Department now in effect or hereafter amended, the University, in its sole discretion, may provide Coach HINSHAW with either: (1) one vehicle of a quality, in terms of make and model, similar to vehicles provided to other University assistant coaches, for his personal use; or (2) compensation in the amount of \$6,000 per year, payable in twelve (12) equal monthly installments, as a vehicle allowance in lieu of Coach HINSHAW's participation in the courtesy vehicle program. It is understood and agreed that such vehicle or any vehicle allowance shall not be construed to be part of the consideration of this Agreement, and the benefit described in this Section 2.4 may be terminated at any time at the exclusive option of the University. Coach HINSHAW will be solely responsible for maintaining insurance on the vehicle, for paying fuel costs, and for otherwise complying with the courtesy vehicle program.

Section 2.4. The University shall promptly pay Coach HINSHAW's reasonable moving expenses one time in accordance with University Rules.

Section 2.5. As a regular full-time employee of the University, Coach HINSHAW is entitled to the same fringe benefits as other regular full-time employees. The Base Pay shall be used to determine benefits that are based on salary.

Section 2.6. Coach HINSHAW understands and agrees that federal and state law limit the compensation on which the University may make retirement contributions. The University agrees to make the maximum annual amount of retirement contributions allowed by federal and state law for Coach HINSHAW. Retirement contributions shall be made periodically in accordance with the University's business practices.

ARTICLE III – TERMINATION

Section 3.1. Termination by University Without Cause

Section 3.1.1. In its sole discretion and at any time during the term of this Agreement, the University may elect to terminate this Agreement without cause upon written notice to Coach HINSHAW. If the University terminates this Agreement without cause, the University shall pay Coach HINSHAW liquidated damages in an amount equal to the monthly rate of the sum of Base Pay and Supplemental Pay described in Article II times the number of months remaining in the term of this Agreement, with any part of a month prorated. Payment of the liquidated damages shall be made in equal monthly installments over the remaining term of this Agreement, subject to all applicable state and federal tax reporting and withholding requirements, with the first payment due on or before the last day of the month following the date of termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief.

Section 3.1.2. In no event shall the University's liability in the event of a termination without cause pursuant to this Section 3.1 include payment of fringe benefits, the payment of accrued and unused annual leave, the amounts payable under Article II, or any other athletically related income or benefits derived by virtue of Coach HINSHAW's position as Assistant Football Coach. Coach HINSHAW understands and agrees that the University's decision to terminate this Agreement without cause is not subject to any University Rules.

Section 3.1.3. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement without cause by the University prior to its expiration may cause Coach HINSHAW to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Coach HINSHAW's employment with the University,

which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Coach HINSHAW shall constitute adequate and reasonable compensation to Coach HINSHAW for any damages and injuries suffered by Coach HINSHAW because of such termination by the University. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.1.4. The automatic termination of this Agreement upon the death or disability of Coach HINSHAW, as provided in Section 3.4 of this Agreement, shall not give rise to a right to liquidated damages pursuant to this Section 3.1.

Section 3.1.5. Coach HINSHAW is required to use his reasonable best efforts to mitigate the University's obligation to pay liquidated damages under this Section 3.1 by making reasonable and diligent efforts as soon as practicable following termination to obtain another comparable employment or paid services position. Without limiting the types of positions that are comparable, Coach HINSHAW agrees that the following positions shall be deemed comparable for the purpose of this Section 3.1.5: assistant or head football coach at a college or university; professional football assistant or head coach; athletics administrator at a college or university; and media commentator or analyst with a national, regional, or local network, broadcast station, cable or satellite company. If, following a termination of this Agreement by the University pursuant to this Section 3.1, Coach HINSHAW obtains any other comparable employment or paid services position prior to the date this Agreement would have expired, the parties agree that the liquidated damages owed by the University pursuant to Section 3.1 shall be offset and reduced dollar-for-dollar by the gross income received, either directly or indirectly, from the comparable employment position or other paid services position, which shall include base salary or wages, endorsement pay, talent fees, consulting fees, honoraria, coaching related publications, speaking engagements, and other income of any kind whatsoever. Coach HINSHAW shall not structure the timing of income in order to avoid his obligations or the reduction of liquidated damages owed by the University under this Section 3.1. While the University's obligation to pay liquidated damages is in effect, and for a period of six (6) months thereafter, Coach HINSHAW shall provide the University with a written accounting all gross income received or earned by him during the immediately preceding quarter. The parties expressly agree that Coach HINSHAW's obligation to report all gross income to the University shall survive termination of the Agreement under this Section 3.1 for the entire period in which the University's obligation to pay liquidated damages is in effect, plus an additional period of six (6) months. If Coach HINSHAW fails either to notify the University of his employment in another comparable employment position or other paid services position or to provide the quarterly written reports of gross income after the University sends a formal, written request to Coach HINSHAW to do so, then, after giving Coach HINSHAW fourteen (14) days' written notice, the University's obligation to continue paying liquidated damages to Coach HINSHAW shall cease.

Section 3.1.6. Coach HINSHAW agrees that nothing in this Section 3.1 shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Section 3.2, Article V, and Article X.

Section 3.2. Termination by University for Cause

Section 3.2.1. In addition to the grounds for termination of this Agreement under any other part of this Agreement, including but not limited to Section 3.1, Article V, and Article X, Coach HINSHAW agrees that the University has the right to terminate this Agreement for cause under this Section 3.2 at any time prior to its expiration.

Section 3.2.2. For purposes of this Section 3.2, the term "for cause" shall include, but not be limited to, any one or more of the following as determined in the reasonable and good faith judgment of the University:

- (a) conduct or a pattern of conduct by Coach HINSHAW which constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules, whether the conduct occurred during Coach HINSHAW's employment with the University or another NCAA-member institution;
- (b) conduct or a pattern of conduct by a University employee under Coach HINSHAW's supervision or subject to his control or authority which: (i) constitutes a major violation, or

may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules; and (ii) Coach HINSHAW knew or should have known about with reasonable diligence, whether the conduct occurred during Coach HINSHAW's employment with the University or another NCAA-member institution;

- (c) failure of Coach HINSHAW to report immediately to the Athletics Director or Athletics Compliance Office any actual knowledge of or reasonable cause to believe that violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (d) an act by Coach HINSHAW constituting a prohibited conflict of interest under University Rules or applicable state law;
- (e) neglect or inattention by Coach HINSHAW to the standards, duties, and responsibilities generally expected of University employees and specifically required of Coach HINSHAW under this Agreement;
- (f) one or more acts of fraud by Coach HINSHAW in the performance of his duties and responsibilities under this Agreement;
- (g) the provision of false, misleading, or incomplete information relevant to the conduct of University business, including but not limited to information provided by Coach HINSHAW to the University during the interviewing and hiring process for the position of Assistant Football Coach, if COACH HINSHAW knew or should have known the information was false, misleading, or incomplete;
- (h) counseling or instructing by Coach HINSHAW of any coach, football staff member, current or former student-athlete, student, or person to fail or refuse to respond accurately and fully within a reasonable time to any inquiry or request concerning a matter relevant to the athletics programs of the University or of another institution of higher education which shall be propounded by the NCAA, SEC, the University, or other governing body having supervision over the athletics program of the University, or which shall be required by law, Governing Athletic Rules, or University Rules;
- (i) conviction of Coach HINSHAW of a criminal act that constitutes either (i) a felony or (ii) a misdemeanor involving moral turpitude (excluding minor traffic offenses);
- (j) prolonged absence by Coach HINSHAW from his duties under this Agreement, without the consent of the Athletics Director;
- (k) soliciting, placing, or accepting by Coach HINSHAW of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any person under Coach HINSHAW's control or authority, including without limitation a student-athlete;
- (l) furnishing by Coach HINSHAW of information or data relating in any manner to football, or any other sport, or any student-athlete, to any individual known by Coach HINSHAW to be, or whom Coach HINSHAW should reasonably know to be, a gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Coach HINSHAW with such person;
- (m) failure by Coach HINSHAW to fully cooperate in the enforcement and implementation of any drug testing program established by the University, the SEC, the NCAA, or any other governing athletic body, for student-athletes;

- (n) conduct of Coach HINSHAW which reflects adversely on the University or its athletics program;
- (o) gross misconduct by Coach HINSHAW, as defined by University personnel policy now in effect or hereafter adopted by the University. "Gross misconduct" is currently defined by University personnel policy to include the following: theft or dishonesty; gross insubordination; willful destruction of University property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; illegal use, manufacture, possession, distribution, or dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behavior by the employee; or
- (p) any other material breach by Coach HINSHAW of his duties or responsibilities under this Agreement if: (i) in the University's reasonable and good faith judgment, the breach is capable of being cured and Coach HINSHAW fails to cure the material breach within thirty (30) days after written notice by the University specifying the nature of the breach; or (ii) in the University's reasonable and good faith judgment, the breach is not capable of being cured.

Section 3.2.3. The grounds for termination contained in Section 3.2.2 are separate and independent grounds for termination, and one ground for termination shall not be interpreted in any manner to modify, explain, or restrict any other ground for termination provided for anywhere in this Agreement.

Section 3.2.4. In its sole discretion, the University may suspend Coach HINSHAW with pay pending an investigation or decision relating to termination for cause under this Section 3.2.

Section 3.2.5. Upon termination of this Agreement for cause, Coach HINSHAW shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach HINSHAW waives any and all rights to receive compensation for his accrued and unused annual leave.

Section 3.2.6. For any one or more acts, omissions, or events that could be grounds for termination for cause under this Section 3.2, the University may take other disciplinary or corrective action against Coach HINSHAW short of terminating this Agreement. Other disciplinary or corrective action may include, but is not limited to, one or more of the following: (a) written reprimand; (b) suspension with pay; (c) suspension without pay; or (d) reassignment to a position that does not involve contact with prospective or enrolled student-athletes or representatives of the University's athletics interests. No such disciplinary or corrective action shall be construed to conflict with or limit the University's right to terminate this Agreement during or subsequent to such disciplinary or corrective action.

Section 3.2.7. Prior to the effective date of termination of Coach HINSHAW's employment or suspension of Coach HINSHAW without pay under this Section 3.2, the University shall afford Coach HINSHAW notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed termination or suspension. If the University terminates Coach HINSHAW's employment or suspends him for a period of time without pay under this Section 3.2, the University shall afford Coach HINSHAW a post-termination or post-suspension opportunity to contest the action in accordance with the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated 4-5-301 *et seq.*

Section 3.2.8. In its sole discretion, the University may elect to terminate this Agreement for cause under this Section 3.2 but offer Coach HINSHAW continued employment with or without a new employment agreement.

Section 3.2.9. Coach HINSHAW agrees that nothing in this Section 3.2 shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Section 3.1, Article V, and Article X.

Section 3.3. Termination by Coach HINSHAW

Section 3.3.1. Coach HINSHAW shall have the right to terminate this Agreement at any time. In the event Coach HINSHAW elects to terminate this Agreement, he shall pay liquidated damages to the University in an amount equal to 33% of the total compensation (calculated as Base Pay plus Supplemental Pay) for the contract year during which the termination occurs. The liquidated damages shall be payable in full within sixty (60) days of the date of termination. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief. Upon the termination of this Agreement by Coach HINSHAW, Coach HINSHAW waives any and all rights to receive compensation for his accrued and unused annual leave. The liquidated damages may be waived by the University in writing signed by the Athletics Director. Nothing in this Section 3.3 shall be construed to require payment of liquidated damages as a result of an automatic termination pursuant to Section 3.4.

Section 3.3.2. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach HINSHAW's promise to work for the University for the entire term of this Agreement is an essential consideration in the University's decision to employ him as Assistant Football Coach and the fact that the University will commit substantial financial resources to the success of the football program and that if Coach HINSHAW terminates his employment with the University, the University will suffer damages the amount, nature, and extent of which are difficult to determine and which may include, but not be limited to, additional expenses to search for another Assistant Football Coach, salary or other compensation to hire another Assistant Football Coach, and tangible and intangible detriment to the football program of the University and support of its fans and donors. Accordingly, Coach HINSHAW acknowledges and agrees that the amount of liquidated damages set forth in Section 3.3.1 is a reasonable and fair approximation of the harm that the University will incur in the event of such termination by Coach HINSHAW. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.3.3. Coach HINSHAW shall immediately notify the head football coach in the event Coach HINSHAW has any direct or indirect contact with or from any entity, or agent or representative of the entity's athletics interests, regarding potential employment by or with another college or university or a professional football organization.

Section 3.4. Termination upon Death or Disability of Coach HINSHAW

Section 3.4.1. This Agreement shall terminate automatically upon the death of Coach HINSHAW, and all salary, compensation, benefits, and perquisites shall terminate as of the calendar month in which death occurs, except that the executor or administrator of Coach HINSHAW's estate or other beneficiary specifically designated in writing shall be paid any death benefits due Coach HINSHAW under any University Rules now in effect or hereafter adopted by the University.

Section 3.4.2. This Agreement shall terminate automatically if Coach HINSHAW becomes disabled. "Disabled" shall mean physical or mental incapacity of a nature that prevents Coach HINSHAW, in the reasonable and good faith judgment of the University, from performing an essential function of the position of Assistant Football Coach for a period of one hundred twenty (120) consecutive calendar days. If this Agreement is terminated because Coach HINSHAW becomes disabled, all salary, compensation, benefits, and perquisites shall terminate, except that Coach HINSHAW shall receive: (a) any disability benefits to which he is entitled under any disability program in which he is enrolled; and (b) compensation for his accrued and unused annual leave.

ARTICLE IV – DUTIES AND RESPONSIBILITIES

Coach HINSHAW shall perform, to the reasonable satisfaction of the Athletics Director, the duties and responsibilities of Assistant Football Coach, which shall include without limitation:

- (a) Coaching a position or group of positions, including overseeing and managing his respective football unit;
- (b) Performing recruiting activities at the direction of the Head Football Coach;

- (c) Performing his duties and personally comporting himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the University. At all times, Coach HINSHAW shall use his best efforts to promote an environment in which all employees and students under Coach HINSHAW's supervision, or subject to Coach HINSHAW's control or authority, comport themselves in a like manner;
- (d) Becoming knowledgeable of and complying with any and all Governing Athletic Rules and University Rules;
- (e) Reporting immediately to the Athletics Director or the Athletics Compliance Office any actual knowledge of or reasonable cause to believe that one or more violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (f) Cooperating fully in any investigation of any aspect of the University's intercollegiate football program or intercollegiate athletics program, whether by the NCAA, the SEC, or the University;
- (g) Working cooperatively with athletics compliance personnel on compliance matters and Governing Athletic Rules education;
- (h) Performing public relations, alumni relations, community service, and fundraising functions;
- (i) Performing other duties described elsewhere in this Agreement;
- (j) Performing other duties ordinarily associated with and performed by an Assistant Football Coach at a major university that participates in intercollegiate men's football competition at the NCAA Division I Football Bowl Subdivision level; and
- (k) Performing other reasonable duties as may be assigned by the Head Football Coach, the Athletics Director, and/or their designees from time to time.

ARTICLE V – ENFORCEMENT OF GOVERNING ATHLETIC RULES

Section 5.1. Coach HINSHAW agrees that the University, as a member of the NCAA, is required to apply and enforce certain Governing Athletic Rules with respect to all institutional staff members through appropriate disciplinary or corrective action and is further required by NCAA Bylaw 11.2.1 and SEC Bylaw 19.8 to include the following stipulation in this Agreement: If Coach HINSHAW is found in violation of Governing Athletic Rules, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, Article 4 of the SEC Constitution, and/or SEC Bylaw 19.8, including suspension without pay or termination of employment for significant or repetitive violations, whether the violation(s) occurred while Coach HINSHAW was employed by the University or during prior employment at another NCAA member institution. For the purposes of this Agreement, the phrase "significant or repetitive violations" shall mean any major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation.

Section 5.2. Coach HINSHAW agrees that a finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee), or an agreed-on finding approved by the NCAA Committee on Infractions in the course of a summary disposition, that Coach HINSHAW has engaged in or condoned a major violation of one or more Governing Athletic Rules shall constitute a material breach of this Agreement that is not capable of being cured, and the University, in its sole discretion, may elect to terminate this Agreement, suspend Coach HINSHAW without pay, or take other disciplinary or corrective action against Coach HINSHAW as set forth in the provisions of the NCAA enforcement procedures upon written notice to Coach HINSHAW within sixty (60) days of the finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) or the NCAA Committee on Infractions' approval of the agreed-on finding, whether the violation(s) occurred while Coach HINSHAW was employed by the University or during prior employment at another NCAA member institution.

Section 5.3. Coach HINSHAW agrees to comply with any penalty imposed by the Commissioner of the SEC pursuant to Governing Athletic Rules, including but not limited to, SEC Bylaw 4.4.3.

Section 5.4. Upon termination of this Agreement pursuant to this Article V, Coach HINSHAW shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach HINSHAW waives any and all rights to receive compensation for his accrued and unused annual leave upon termination of this Agreement pursuant to this Article V.

Section 5.5. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article V but offer Coach HINSHAW continued employment with or without a new employment agreement.

Section 5.6. Prior to implementing any disciplinary or corrective action as contemplated by this Article V against Coach HINSHAW based on a finding by the SEC, NCAA Committee on Infractions, or, if appealed, the NCAA Infractions Appeals Committee, the University shall afford Coach HINSHAW notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed disciplinary or corrective action. Coach HINSHAW voluntarily waives all rights to a post-termination or post-suspension opportunity to contest a termination or suspension without pay pursuant to this Article V under University Rules and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 5.7. Nothing in this Article V shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Article III and Article X.

ARTICLE VI – OUTSIDE INCOME AND ACTIVITIES

Section 6.1. Outside Income

Section 6.1.1. Coach HINSHAW understands and agrees that he shall receive the prior written approval of the Athletics Director and the Chancellor for all athletically-related income and benefits from sources outside the University. Sources of such income and benefits shall include, but are not limited to, income and benefits from: annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television, radio, and other media programs; endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers; and any other outside activities described in Section 6.2.

Section 6.1.2. Coach HINSHAW shall submit an annual written detailed report of all athletically related income and benefits from sources outside the University to the Chancellor, through the Athletics Director, on or before August 1 of each year. Upon request, the University shall have reasonable access to all records of Coach HINSHAW necessary to verify the information contained in such report.

Section 6.2. Outside Activities

Section 6.2.1. Coach HINSHAW understands and agrees that all football camps conducted at University facilities shall be operated through the University and in accordance with University Rules, and that all compensation for coaches and staff shall be paid through the University's payroll or its disbursement voucher system. Coach HINSHAW may use the University's name and logo in connection with any football camps or clinics he conducts at University facilities with prior written approval from the Athletics Director, or his or her designee.

Section 6.2.2. Coach HINSHAW shall not, by any statements or appearances on television, on radio, in newspapers, or in magazines or other published media or any promotional material, personally or officially endorse, promote, or advertise for commercial purposes any product or service unless prior written approval has been granted by the Athletics Director and the Chancellor in accordance with Article VI, Section 6.1.1 of this Agreement. Coach HINSHAW shall also receive annual prior written approval from the Athletics Director and the Chancellor for any use, directly or by implication, of the University's name, logo, or other University trademark in the endorsement of commercial products or services. With the required prior written approvals, and subject to limitations arising out of any University contracts with third parties concerning media rights or the endorsement, promotion, or advertisement of commercial products or services, Coach HINSHAW may undertake commercial endorsements in which he identifies himself as a University Assistant Football Coach. Coach HINSHAW shall include all income and benefits derived from such endorsement activities in the report of all athletically-related income and benefits he must file annually in accordance with Article VI, Section

6.1.2 of this Agreement. All such endorsements shall cease at the termination of Coach HINSHAW's employment as an Assistant Football Coach for the University.

Section 6.2.3. Coach HINSHAW may serve on corporate boards of directors or enter into personal service contracts for outside employment services, provided (a) prior written approval of the Athletics Director and the Chancellor of the University is received and all income and benefits are reported annually in accordance with Article VI, Section 6.1; (b) such activities do not interfere or conflict with his duties at the University; and (c) University facilities and resources are not used.

Section 6.2.4. The University further agrees that Coach HINSHAW may write for publications and speak before public gatherings, provided said writings and speeches are made in the same professional way and manner expected of any member of the administrative staff of the University. The University expressly agrees that any compensation received for such speeches and writings by Coach HINSHAW in the form of honoraria, royalties, and the like may be retained by him in addition to compensation set forth herein; provided, however, that if the University reimburses Coach HINSHAW or otherwise pays for travel or other expenses associated with the receipt of an honorarium, the honorarium shall be remitted in full to the University.

Section 6.2.5. Coach HINSHAW understands and agrees that the University has no responsibility or liability for any claim arising out of Coach HINSHAW's performance of the activities described in Section 6.2 or for any other activity outside the scope of his University employment. In no event shall Coach HINSHAW usurp any corporate opportunities of the University or engage in an activity involving a conflict of interests with his University duties. Outside activities are independent of Coach HINSHAW's employment with the University, and the University shall have no responsibility or liability for any claims arising from Coach HINSHAW's outside activities.

ARTICLE VII – INTELLECTUAL PROPERTY

Section 7.1. Coach HINSHAW grants the University the right during the term of this Agreement to use, and the right to grant to others use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, or facsimile image in any manner in connection with any radio, television, and other media shows, programs and appearances, or in connection with any endorsement or consultation contracts entered into by the University or the University's multi-media rights partner.

Section 7.2. Coach HINSHAW covenants and agrees that the University retains, owns, and controls all intellectual property and media rights relating to the University's football program and Athletics Department, including but not limited to all television, radio, internet, and any other form of written or electronic media now known or developed in the future related to the University's football program and Athletics Department, whether produced by the University or through a third-party. Coach HINSHAW further covenants and agrees that the University shall have the exclusive right to designate the media rights and intellectual property holder for all forms of media created during the term of this Agreement.

Section 7.3. Coach HINSHAW covenants and agrees that, upon termination of this Agreement, the University shall have the right to continue through completion any contracts, endorsement agreements, sponsorship agreements, or similar arrangements that were entered into during the term of this Agreement and which contain Coach HINSHAW's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach HINSHAW shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.4. Coach HINSHAW covenants and agrees that, upon termination of this Agreement, the University shall have the right, but not the obligation, to continue to use, and to authorize, license, or grant any sponsor, manufacturer, media rights company, or vendor the right to use, any intellectual property or media rights relating to the football program, the Athletics Department, or Coach HINSHAW's employment that were created or produced during the term of this Agreement, notwithstanding the fact that such intellectual property or media rights may contain Coach HINSHAW's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach HINSHAW shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.5. Except as otherwise provided in this Agreement, Coach HINSHAW shall retain all rights in and to his

name and endorsement. Upon termination of this Agreement, the University shall have no further right to the continued or future use Coach HINSHAW 's name or endorsement, except as provided in this Article VII.

Section 7.6. The rights and obligations described in this Article VII shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE VIII – LIMITATION OF REMEDIES AND WAIVER OF CLAIMS

In any instance of a suspension of Coach HINSHAW or a termination of this Agreement pursuant to Articles III, V, or X, except as expressly provided for in this Agreement, the University shall have no liability whatsoever to Coach HINSHAW, nor shall Coach HINSHAW be entitled to receive, and Coach HINSHAW hereby waives and releases any and all claims that Coach HINSHAW or his personal representatives may have against the University, its trustees, officers, employees, or agents, and their respective successors, heirs, and assigns for: (a) payment of fringe benefits; (b) accrued and unused annual leave; (c) the amounts payable under Article II or any other athletically related income or benefits derived by virtue of Coach HINSHAW's position as Assistant Football Coach; (d) any direct or consequential damages by reason of any economic loss, including, but without limitation, loss of outside or collateral business income or opportunities, talent fees, earning capacity, incentive and supplemental income, benefits, or perquisites; and/or (e) alleged humiliation or defamation resulting from the fact of termination or suspension, the public announcement thereof, or the University's release of information or documents required by law. Coach HINSHAW acknowledges that in the event of the termination of this Agreement for cause, without cause, or otherwise, Coach HINSHAW shall have no right to occupy the position of Assistant Football Coach and Coach HINSHAW's sole remedies are provided for in this Agreement and shall not extend to injunctive relief. In the event a termination of this Agreement by the University under Section 3.2, Article V, or Article X is ultimately found to be a breach of this Agreement by the Tennessee Claims Commission or a court of competent jurisdiction, after any available appeals have been exhausted, Coach HINSHAW's remedies shall be limited to the liquidated damages described in Article III according to the date of termination, in lieu of any and all other legal remedies or equitable relief.

ARTICLE IX – INDEMNITY

Coach HINSHAW shall indemnify the University against all attorney's fees incurred by the University in connection with any investigation or proceeding resulting in a finding by the University or by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) that (a) Coach HINSHAW has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation; or (b) a person under Coach HINSHAW's supervision or subject to his control or authority has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation if Coach HINSHAW knew or should have known about the violation(s) with reasonable diligence. This obligation shall apply regardless of whether the University terminates this Agreement or Coach HINSHAW's employment. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE X – MATERIAL INDUCEMENT FOR UNIVERSITY'S AGREEMENT AND RESERVATION OF RIGHTS

Section 10.1. As a material inducement to the University to execute and perform this Agreement, Coach HINSHAW represents and warrants the following to the University:

- (a) he did not misrepresent information, withhold information, or provide incomplete or false information during the University's process of interviewing and hiring Coach HINSHAW for the position of Assistant Football Coach;
- (b) he has reported any violations of any Governing Athletic Rules or University Rules from the date of his employment by the University through the date on which he executed this Agreement to the Athletics Director or the Athletics Compliance Office; and
- (c) he has no knowledge of or reasonable cause to believe there exists an unreported violation or potential violation of any Governing Athletic Rules or University Rules by any assistant coach, staff member,

or any other person associated with the football program prior to the date on which he executed this Agreement.

Section 10.2. Coach HINSHAW agrees that a breach of any representation or warranty contained in Section 10.1 shall be a material breach of this Agreement that is not capable of being cured, and the University in its sole discretion may elect to terminate this Agreement upon written notice to Coach HINSHAW. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article X but continue Coach HINSHAW's employment with or without a new employment agreement. Coach HINSHAW voluntarily waives all rights to a post-termination opportunity to contest a termination pursuant to this Article X under University policies and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 10.3. Upon termination of this Agreement pursuant to this Article X, Coach HINSHAW shall not be entitled to further salary, compensation, benefits, or perquisites from the University, including but not limited to any and all rights to receive compensation for his accrued and unused annual leave.

Section 10.4. Coach HINSHAW agrees that nothing in this Article X shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Article III and Article V.

ARTICLE XI – DEFINITIONS

The following words, terms, or phrases, when used in this Agreement, shall have the following meanings:

Section 11.1. "Governing Athletic Rules" shall mean: (1) any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated by the National Collegiate Athletic Association ("NCAA") or the Southeastern Conference ("SEC") or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the University's intercollegiate athletics program; and (2) any and all state or federal laws or regulations regulating college athletics, coaches, staff, student-athletes, or competition.

Section 11.2. "NCAA" shall mean the National Collegiate Athletic Association and its successors.

Section 11.3. "SEC" shall mean the Southeastern Conference and its successors or any other athletic conference of which the University may be a member.

Section 11.4. "University" shall mean The University of Tennessee and its campus located in Knoxville, Tennessee.

Section 11.5. "University Rules" shall mean any and all present or future policies, procedures, rules, regulations, and guidelines of the University.

ARTICLE XII – MISCELLANEOUS

Section 12.1. This Agreement contains the complete agreement between the parties concerning Coach HINSHAW's employment as the University's Assistant Football Coach. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement.

Section 12.2. This Agreement may only be modified by a writing signed by Coach HINSHAW and the Athletics Director, Chancellor, and the Chief Financial Officer of the University.

Section 12.3. The invalidity of any portion of this Agreement shall not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 12.4. Coach HINSHAW acknowledges that no policy or procedures manual, faculty or staff handbook, course of conduct, practice, award, commendation, promotion, transfer, or length of service creates any express or

implied contract modifying any part of this Agreement.

Section 12.5. This Agreement shall be interpreted in accordance with Tennessee law.

Section 12.6. The captions of the various provisions contained in this Agreement are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

Section 12.7. Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and either (a) delivered in person, (b) sent by United States mail, with first class postage prepaid, (c) sent via electronic mail, or (d) sent by a nationally recognized delivery service. Notice shall be deemed given when the written notice is (a) delivered in person, (b) placed in the United States mail, (c) sent via electronic mail, or (d) placed with a nationally recognized delivery service. Notice to Coach HINSHAW shall be sent to his campus office or to his University-provided e-mail account(s). Coach HINSHAW shall promptly notify the Athletics Director of any change in the name or address of the person to whom a duplicate copy of notice shall be sent. Notice to the University shall be delivered to the Athletics Director at his or her campus office.

Section 12.8. All documents, files, records, materials (in any format, including electronically stored information), equipment, or other property, including without information, personnel records, recruiting records, team information, athletic equipment, films, videos, statistics, keys, credit cards, laptop computers, software programs, and electronic communication devices, furnished to Coach HINSHAW by the University or developed by Coach HINSHAW at the University's direction or for the University's use or otherwise in connection with Coach HINSHAW's employment with the University are and shall remain the sole and confidential property of the University. Within three (3) days of the expiration or termination of this Agreement, Coach HINSHAW shall complete the University's exit procedure, including returning all University property in his possession. The foregoing provisions shall not apply to Coach HINSHAW's personal notes, personal playbooks, memorabilia, diaries, and similar personal records of Coach HINSHAW, which he is entitled to retain.

Section 12.9. Upon the expiration or earlier termination of this Agreement for any reason, Coach HINSHAW agrees that the University shall be entitled to withhold and deduct from any final payment of any kind that is owed to Coach HINSHAW by the University the amount of any indebtedness owed to the University by Coach HINSHAW.

Section 12.10. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

Section 12.11. It is expressly agreed that nothing contained in this Agreement shall be construed to constitute a waiver or relinquishment by the University of any rights to claim such exemptions, privileges, and immunities as may be provided by law.

Section 12.12. Coach HINSHAW may not assign, pledge, or encumber his rights, interests, or obligations under this Agreement.

Section 12.13. Each party hereto shall be viewed as an equal participant to the drafting of this Agreement, and each party agrees that there shall be no presumption against the drafting party.

Section 12.14. Coach HINSHAW acknowledges that he has read and understands this Agreement and agrees that its provisions are reasonable and enforceable and that he will abide by them.

Section 12.15. The parties agree that the effective date of this Agreement shall be February 1, 2012, even if the Agreement's execution date is subsequent thereto.


Section 12.16. This Agreement shall not be binding on the University until signed by the Chancellor and the University's Chief Financial Officer. Coach HINSHAW expressly acknowledges that the Athletics Director does not have authority to bind the University with respect to this Agreement, any amendment of this Agreement, or Coach HINSHAW's employment as the University's Assistant Football Coach.

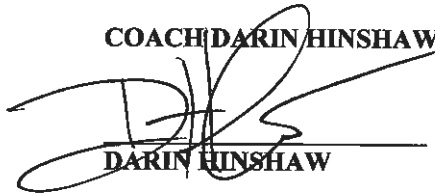
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

THE UNIVERSITY OF TENNESSEE

COACH DARIN HINSHAW

By:


Jimmy G. Cheek, Chancellor
The University of Tennessee,
Knoxville


DARIN HINSHAW

3/29/12
Date

3/12/12
Date



Charles M. Peccolo, Jr.
Treasurer and Interim Chief Financial Officer
The University of Tennessee

APR 13 2012

Date



Dave Hart
Vice Chancellor and Athletics Director
The University of Tennessee, Knoxville

3/19/12
Date

**EMPLOYMENT AGREEMENT
ASSISTANT FOOTBALL COACH**

This Employment Agreement ("Agreement") is entered into by and between THE UNIVERSITY OF TENNESSEE ("University"), a public educational corporation of the State of Tennessee, for and on behalf of The University of Tennessee, Knoxville and its Athletics Department, and JOHN PALERMO ("Coach PALERMO"). This Agreement cancels and supersedes any and all prior existing oral and written agreements between the University and Coach PALERMO.

WITNESSETH:

In consideration of the covenants and agreements herein contained, the parties to this Agreement agree as follows:

ARTICLE I – PURPOSE AND TERM OF AGREEMENT

Section 1.1. Subject to the terms and conditions stated in this Agreement, the University agrees to employ Coach PALERMO, and Coach PALERMO agrees to serve, as an assistant coach of the University's intercollegiate football team ("Assistant Football Coach").

Section 1.2. The term of this Agreement shall be from January 21, 2012 through February 28, 2014, unless sooner terminated as provided in this Agreement.

Section 1.3. The University may allow this Agreement to expire and elect not to renew Coach PALERMO's employment as Assistant 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.

Section 1.4. In its sole discretion and at any time with or without adequate cause, the University may reassign Coach PALERMO from the duties of Assistant Football Coach to other duties within the University. Upon reassignment to other duties, Coach PALERMO shall receive Base Pay and Supplemental Pay under Article II in an amount to be unchanged until the expiration of the term of this Agreement.

ARTICLE II – COMPENSATION

Section 2.1. As payment and consideration for the services to be performed by Coach PALERMO under this Agreement, the University agrees to pay Coach PALERMO an annual salary ("Base Pay") according to the following schedule of total annual salary, subject to all applicable state and federal tax reporting and withholding requirements:

January 21, 2012 through February 29, 2012:	Prorated portion of \$275,000.00 per annum
March 1, 2012 through February 28, 2013:	\$275,000.00
March 1, 2013 through February 28, 2014:	\$275,000.00

The University shall pay the Base Pay to Coach PALERMO in twelve (12) equal monthly installments in accordance with the University's customary monthly payroll procedures. The Base Pay shall not be increased in accordance with any across-the-board salary increase authorized or mandated for University employees by the State of Tennessee or the University.

Section 2.2. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for Coach PALERMO to assist the football team in achieving the goals described below, the University agrees to pay Coach PALERMO, if earned, annual incentive compensation in an amount equal to the sum of the percentages of Total Compensation described in the following subsections, subject to all applicable state and federal tax reporting and withholding requirements:

- (a) 4% of Total Compensation for playing in the SEC Championship Football Game.
- (b) 8% of Total Compensation for playing in any post-season bowl game; 12% of Total Compensation for playing in the Chick-Fil-A, Cotton, Outback, or Capital One bowls, or their successors; or 16% of Total Compensation for playing in a post-season game that, at the time of the execution of this Agreement, is

part of the Bowl Championship Series (BCS). It is understood that Coach PALERMO shall receive only one incentive payment under this subsection 2.3(b), which shall be based on the highest goal achieved.

(c) 4% of Total Compensation for winning the BCS National Championship game or its successor.

For purposes of this Section 2.3, the term "Total Compensation" shall mean the sum of the Base Pay and Supplemental Pay as of February 1 following the conclusion of the football season in which the goal was achieved. Annual incentive compensation due under this Section 2.3 shall be paid by the University on or before March 1 following the conclusion of the football season in which the goal was achieved. The total annual incentive compensation due to Coach PALERMO under this Section 2.3 following any football season shall not exceed \$125,000. Incentive compensation described in this Section 2.3 shall be earned by and payable to Coach PALERMO only if Coach PALERMO is employed as an Assistant Football Coach at the University on the day of the event that forms the basis for the incentive compensation.

Section 2.3. Pursuant to the courtesy vehicle program of the Tennessee Athletics Department now in effect or hereafter amended, the University, in its sole discretion, may provide Coach PALERMO with either: (1) one vehicle of a quality, in terms of make and model, similar to vehicles provided to other University assistant coaches, for his personal use; or (2) compensation in the amount of \$6,000 per year, payable in twelve (12) equal monthly installments, as a vehicle allowance in lieu of Coach PALERMO's participation in the courtesy vehicle program. It is understood and agreed that such vehicle or any vehicle allowance shall not be construed to be part of the consideration of this Agreement, and the benefit described in this Section 2.4 may be terminated at any time at the exclusive option of the University. Coach PALERMO will be solely responsible for maintaining insurance on the vehicle, for paying fuel costs, and for otherwise complying with the courtesy vehicle program.

Section 2.4. The University shall promptly pay Coach PALERMO's reasonable moving expenses one time in accordance with University Rules.

Section 2.5. As a regular full-time employee of the University, Coach PALERMO is entitled to the same fringe benefits as other regular full-time employees. The Base Pay shall be used to determine benefits that are based on salary.

Section 2.6. Coach PALERMO understands and agrees that federal and state law limit the compensation on which the University may make retirement contributions. The University agrees to make the maximum annual amount of retirement contributions allowed by federal and state law for Coach PALERMO. Retirement contributions shall be made periodically in accordance with the University's business practices.

ARTICLE III – TERMINATION

Section 3.1. Termination by University Without Cause

Section 3.1.1. In its sole discretion and at any time during the term of this Agreement, the University may elect to terminate this Agreement without cause upon written notice to Coach PALERMO. If the University terminates this Agreement without cause, the University shall pay Coach PALERMO liquidated damages in an amount equal to the monthly rate of the sum of Base Pay and Supplemental Pay described in Article II times the number of months remaining in the term of this Agreement, with any part of a month prorated. Payment of the liquidated damages shall be made in equal monthly installments over the remaining term of this Agreement, subject to all applicable state and federal tax reporting and withholding requirements, with the first payment due on or before the last day of the month following the date of termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief.

Section 3.1.2. In no event shall the University's liability in the event of a termination without cause pursuant to this Section 3.1 include payment of fringe benefits, the payment of accrued and unused annual leave, the amounts payable under Article II, or any other athletically related income or benefits derived by virtue of Coach PALERMO's position as Assistant Football Coach. Coach PALERMO understands and agrees that the University's decision to terminate this Agreement without cause is not subject to any University Rules.

Section 3.1.3. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement without cause by the University prior to its

expiration may cause Coach PALERMO to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Coach PALERMO's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Coach PALERMO shall constitute adequate and reasonable compensation to Coach PALERMO for any damages and injuries suffered by Coach PALERMO because of such termination by the University. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.1.4. The automatic termination of this Agreement upon the death or disability of Coach PALERMO, as provided in Section 3.4 of this Agreement, shall not give rise to a right to liquidated damages pursuant to this Section 3.1.

Section 3.1.5. Coach PALERMO is required to use his reasonable best efforts to mitigate the University's obligation to pay liquidated damages under this Section 3.1 by making reasonable and diligent efforts as soon as practicable following termination to obtain another comparable employment or paid services position. Without limiting the types of positions that are comparable, Coach PALERMO agrees that the following positions shall be deemed comparable for the purpose of this Section 3.1.5: assistant or head football coach at a college or university; professional football assistant or head coach; athletics administrator at a college or university; and media commentator or analyst with a national, regional, or local network, broadcast station, cable or satellite company. If, following a termination of this Agreement by the University pursuant to this Section 3.1, Coach PALERMO obtains any other comparable employment or paid services position prior to the date this Agreement would have expired, the parties agree that the liquidated damages owed by the University pursuant to Section 3.1 shall be offset and reduced dollar-for-dollar by the gross income received, either directly or indirectly, from the comparable employment position or other paid services position, which shall include base salary or wages, endorsement pay, talent fees, consulting fees, honoraria, coaching related publications, speaking engagements, and other income of any kind whatsoever. Coach PALERMO shall not structure the timing of income in order to avoid his obligations or the reduction of liquidated damages owed by the University under this Section 3.1. While the University's obligation to pay liquidated damages is in effect, and for a period of six (6) months thereafter, Coach PALERMO shall provide the University with a written accounting all gross income received or earned by him during the immediately preceding quarter. The parties expressly agree that Coach PALERMO's obligation to report all gross income to the University shall survive termination of the Agreement under this Section 3.1 for the entire period in which the University's obligation to pay liquidated damages is in effect, plus an additional period of six (6) months. If Coach PALERMO fails either to notify the University of his employment in another comparable employment position or other paid services position or to provide the quarterly written reports of gross income after the University sends a formal, written request to Coach PALERMO to do so, then, after giving Coach PALERMO fourteen (14) days' written notice, the University's obligation to continue paying liquidated damages to Coach PALERMO shall cease.

Section 3.1.6. Coach PALERMO agrees that nothing in this Section 3.1 shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Section 3.2, Article V, and Article X.

Section 3.2. Termination by University for Cause

Section 3.2.1. In addition to the grounds for termination of this Agreement under any other part of this Agreement, including but not limited to Section 3.1, Article V, and Article X, Coach PALERMO agrees that the University has the right to terminate this Agreement for cause under this Section 3.2 at any time prior to its expiration.

Section 3.2.2. For purposes of this Section 3.2, the term "for cause" shall include, but not be limited to, any one or more of the following as determined in the reasonable and good faith judgment of the University:

- (a) conduct or a pattern of conduct by Coach PALERMO which constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules, whether the conduct occurred during Coach PALERMO's employment with the University or another NCAA-member institution;

- (b) conduct or a pattern of conduct by a University employee under Coach PALERMO's supervision or subject to his control or authority which: (i) constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules; and (ii) Coach PALERMO knew or should have known about with reasonable diligence, whether the conduct occurred during Coach PALERMO's employment with the University or another NCAA-member institution;
- (c) failure of Coach PALERMO to report immediately to the Athletics Director or Athletics Compliance Office any actual knowledge of or reasonable cause to believe that violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (d) an act by Coach PALERMO constituting a prohibited conflict of interest under University Rules or applicable state law;
- (e) neglect or inattention by Coach PALERMO to the standards, duties, and responsibilities generally expected of University employees and specifically required of Coach PALERMO under this Agreement;
- (f) one or more acts of fraud by Coach PALERMO in the performance of his duties and responsibilities under this Agreement;
- (g) the provision of false, misleading, or incomplete information relevant to the conduct of University business, including but not limited to information provided by Coach PALERMO to the University during the interviewing and hiring process for the position of Assistant Football Coach, if COACH PALERMO knew or should have known the information was false, misleading, or incomplete;
- (h) counseling or instructing by Coach PALERMO of any coach, football staff member, current or former student-athlete, student, or person to fail or refuse to respond accurately and fully within a reasonable time to any inquiry or request concerning a matter relevant to the athletics programs of the University or of another institution of higher education which shall be propounded by the NCAA, SEC, the University, or other governing body having supervision over the athletics program of the University, or which shall be required by law, Governing Athletic Rules, or University Rules;
- (i) conviction of Coach PALERMO of a criminal act that constitutes either (i) a felony or (ii) a misdemeanor involving moral turpitude (excluding minor traffic offenses);
- (j) prolonged absence by Coach PALERMO from his duties under this Agreement, without the consent of the Athletics Director;
- (k) soliciting, placing, or accepting by Coach PALERMO of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any person under Coach PALERMO's control or authority, including without limitation a student-athlete;
- (l) furnishing by Coach PALERMO of information or data relating in any manner to football, or any other sport, or any student-athlete, to any individual known by Coach PALERMO to be, or whom Coach PALERMO should reasonably know to be, a gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Coach PALERMO with such person;

- (m) failure by Coach PALERMO to fully cooperate in the enforcement and implementation of any drug testing program established by the University, the SEC, the NCAA, or any other governing athletic body, for student-athletes;
- (n) conduct of Coach PALERMO which reflects adversely on the University or its athletics program;
- (o) gross misconduct by Coach PALERMO, as defined by University personnel policy now in effect or hereafter adopted by the University. "Gross misconduct" is currently defined by University personnel policy to include the following: theft or dishonesty; gross insubordination; willful destruction of University property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; illegal use, manufacture, possession, distribution, or dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behavior by the employee; or
- (p) any other material breach by Coach PALERMO of his duties or responsibilities under this Agreement if: (i) in the University's reasonable and good faith judgment, the breach is capable of being cured and Coach PALERMO fails to cure the material breach within thirty (30) days after written notice by the University specifying the nature of the breach; or (ii) in the University's reasonable and good faith judgment, the breach is not capable of being cured.

Section 3.2.3. The grounds for termination contained in Section 3.2.2 are separate and independent grounds for termination, and one ground for termination shall not be interpreted in any manner to modify, explain, or restrict any other ground for termination provided for anywhere in this Agreement.

Section 3.2.4. In its sole discretion, the University may suspend Coach PALERMO with pay pending an investigation or decision relating to termination for cause under this Section 3.2.

Section 3.2.5. Upon termination of this Agreement for cause, Coach PALERMO shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach PALERMO waives any and all rights to receive compensation for his accrued and unused annual leave.

Section 3.2.6. For any one or more acts, omissions, or events that could be grounds for termination for cause under this Section 3.2, the University may take other disciplinary or corrective action against Coach PALERMO short of terminating this Agreement. Other disciplinary or corrective action may include, but is not limited to, one or more of the following: (a) written reprimand; (b) suspension with pay; (c) suspension without pay; or (d) reassignment to a position that does not involve contact with prospective or enrolled student-athletes or representatives of the University's athletics interests. No such disciplinary or corrective action shall be construed to conflict with or limit the University's right to terminate this Agreement during or subsequent to such disciplinary or corrective action.

Section 3.2.7. Prior to the effective date of termination of Coach PALERMO's employment or suspension of Coach PALERMO without pay under this Section 3.2, the University shall afford Coach PALERMO notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed termination or suspension. If the University terminates Coach PALERMO's employment or suspends him for a period of time without pay under this Section 3.2, the University shall afford Coach PALERMO a post-termination or post-suspension opportunity to contest the action in accordance with the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated 4-5-301 *et seq.*

Section 3.2.8. In its sole discretion, the University may elect to terminate this Agreement for cause under this Section 3.2 but offer Coach PALERMO continued employment with or without a new employment agreement.

Section 3.2.9. Coach PALERMO agrees that nothing in this Section 3.2 shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to

Section 3.1, Article V, and Article X.

Section 3.3. Termination by Coach PALERMO

Section 3.3.1. Coach PALERMO shall have the right to terminate this Agreement at any time. In the event Coach PALERMO elects to terminate this Agreement, he shall pay liquidated damages to the University in an amount equal to 33% of the total compensation (calculated as Base Pay plus Supplemental Pay) for the contract year during which the termination occurs. The liquidated damages shall be payable in full within sixty (60) days of the date of termination. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief. Upon the termination of this Agreement by Coach PALERMO, Coach PALERMO waives any and all rights to receive compensation for his accrued and unused annual leave. The liquidated damages may be waived by the University in writing signed by the Athletics Director. Nothing in this Section 3.3 shall be construed to require payment of liquidated damages as a result of an automatic termination pursuant to Section 3.4.

Section 3.3.2. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach PALERMO's promise to work for the University for the entire term of this Agreement is an essential consideration in the University's decision to employ him as Assistant Football Coach and the fact that the University will commit substantial financial resources to the success of the football program and that if Coach PALERMO terminates his employment with the University, the University will suffer damages the amount, nature, and extent of which are difficult to determine and which may include, but not be limited to, additional expenses to search for another Assistant Football Coach, salary or other compensation to hire another Assistant Football Coach, and tangible and intangible detriment to the football program of the University and support of its fans and donors. Accordingly, Coach PALERMO acknowledges and agrees that the amount of liquidated damages set forth in Section 3.3.1 is a reasonable and fair approximation of the harm that the University will incur in the event of such termination by Coach PALERMO. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.3.3. Coach PALERMO shall immediately notify the head football coach in the event Coach PALERMO has any direct or indirect contact with or from any entity, or agent or representative of the entity's athletics interests, regarding potential employment by or with another college or university or a professional football organization.

Section 3.4. Termination upon Death or Disability of Coach PALERMO

Section 3.4.1. This Agreement shall terminate automatically upon the death of Coach PALERMO, and all salary, compensation, benefits, and perquisites shall terminate as of the calendar month in which death occurs, except that the executor or administrator of Coach PALERMO's estate or other beneficiary specifically designated in writing shall be paid any death benefits due Coach PALERMO under any University Rules now in effect or hereafter adopted by the University.

Section 3.4.2. This Agreement shall terminate automatically if Coach PALERMO becomes disabled. "Disabled" shall mean physical or mental incapacity of a nature that prevents Coach PALERMO, in the reasonable and good faith judgment of the University, from performing an essential function of the position of Assistant Football Coach for a period of one hundred twenty (120) consecutive calendar days. If this Agreement is terminated because Coach PALERMO becomes disabled, all salary, compensation, benefits, and perquisites shall terminate, except that Coach PALERMO shall receive: (a) any disability benefits to which he is entitled under any disability program in which he is enrolled; and (b) compensation for his accrued and unused annual leave.

ARTICLE IV – DUTIES AND RESPONSIBILITIES

Coach PALERMO shall perform, to the reasonable satisfaction of the Athletics Director, the duties and responsibilities of Assistant Football Coach, which shall include without limitation:

- (a) Coaching a position or group of positions, including overseeing and managing his respective football unit;

- (b) Performing recruiting activities at the direction of the Head Football Coach;
- (c) Performing his duties and personally comporting himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the University. At all times, Coach PALERMO shall use his best efforts to promote an environment in which all employees and students under Coach PALERMO's supervision, or subject to Coach PALERMO's control or authority, comport themselves in a like manner;
- (d) Becoming knowledgeable of and complying with any and all Governing Athletic Rules and University Rules;
- (e) Reporting immediately to the Athletics Director or the Athletics Compliance Office any actual knowledge of or reasonable cause to believe that one or more violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (f) Cooperating fully in any investigation of any aspect of the University's intercollegiate football program or intercollegiate athletics program, whether by the NCAA, the SEC, or the University;
- (g) Working cooperatively with athletics compliance personnel on compliance matters and Governing Athletic Rules education;
- (h) Performing public relations, alumni relations, community service, and fundraising functions;
- (i) Performing other duties described elsewhere in this Agreement;
- (j) Performing other duties ordinarily associated with and performed by an Assistant Football Coach at a major university that participates in intercollegiate men's football competition at the NCAA Division I Football Bowl Subdivision level; and
- (k) Performing other reasonable duties as may be assigned by the Head Football Coach, the Athletics Director, and/or their designees from time to time.

ARTICLE V – ENFORCEMENT OF GOVERNING ATHLETIC RULES

Section 5.1. Coach PALERMO agrees that the University, as a member of the NCAA, is required to apply and enforce certain Governing Athletic Rules with respect to all institutional staff members through appropriate disciplinary or corrective action and is further required by NCAA Bylaw 11.2.1 and SEC Bylaw 19.8 to include the following stipulation in this Agreement: If Coach PALERMO is found in violation of Governing Athletic Rules, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, Article 4 of the SEC Constitution, and/or SEC Bylaw 19.8, including suspension without pay or termination of employment for significant or repetitive violations, whether the violation(s) occurred while Coach PALERMO was employed by the University or during prior employment at another NCAA member institution. For the purposes of this Agreement, the phrase "significant or repetitive violations" shall mean any major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation.

Section 5.2. Coach PALERMO agrees that a finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee), or an agreed-on finding approved by the NCAA Committee on Infractions in the course of a summary disposition, that Coach PALERMO has engaged in or condoned a major violation of one or more Governing Athletic Rules shall constitute a material breach of this Agreement that is not capable of being cured, and the University, in its sole discretion, may elect to terminate this Agreement, suspend Coach PALERMO without pay, or take other disciplinary or corrective action against Coach PALERMO as set forth in the provisions of the NCAA enforcement procedures upon written notice to Coach PALERMO within sixty (60) days of the finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) or the NCAA Committee on Infractions' approval of the agreed-on finding, whether the violation(s) occurred while Coach PALERMO was employed by the University or during prior employment at another NCAA member institution.

Section 5.3. Coach PALERMO agrees to comply with any penalty imposed by the Commissioner of the SEC pursuant to Governing Athletic Rules, including but not limited to, SEC Bylaw 4.4.3.

Section 5.4. Upon termination of this Agreement pursuant to this Article V, Coach PALERMO shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach PALERMO waives any and all rights to receive compensation for his accrued and unused annual leave upon termination of this Agreement pursuant to this Article V.

Section 5.5. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article V but offer Coach PALERMO continued employment with or without a new employment agreement.

Section 5.6. Prior to implementing any disciplinary or corrective action as contemplated by this Article V against Coach PALERMO based on a finding by the SEC, NCAA Committee on Infractions, or, if appealed, the NCAA Infractions Appeals Committee, the University shall afford Coach PALERMO notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed disciplinary or corrective action. Coach PALERMO voluntarily waives all rights to a post-termination or post-suspension opportunity to contest a termination or suspension without pay pursuant to this Article V under University Rules and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 5.7. Nothing in this Article V shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Article III and Article X.

ARTICLE VI – OUTSIDE INCOME AND ACTIVITIES

Section 6.1. Outside Income

Section 6.1.1. Coach PALERMO understands and agrees that he shall receive the prior written approval of the Athletics Director and the Chancellor for all athletically-related income and benefits from sources outside the University. Sources of such income and benefits shall include, but are not limited to, income and benefits from: annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television, radio, and other media programs; endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers; and any other outside activities described in Section 6.2.

Section 6.1.2. Coach PALERMO shall submit an annual written detailed report of all athletically related income and benefits from sources outside the University to the Chancellor, through the Athletics Director, on or before August 1 of each year. Upon request, the University shall have reasonable access to all records of Coach PALERMO necessary to verify the information contained in such report.

Section 6.2. Outside Activities

Section 6.2.1. Coach PALERMO understands and agrees that all football camps conducted at University facilities shall be operated through the University and in accordance with University Rules, and that all compensation for coaches and staff shall be paid through the University's payroll or its disbursement voucher system. Coach PALERMO may use the University's name and logo in connection with any football camps or clinics he conducts at University facilities with prior written approval from the Athletics Director, or his or her designee.

Section 6.2.2. Coach PALERMO shall not, by any statements or appearances on television, on radio, in newspapers, or in magazines or other published media or any promotional material, personally or officially endorse, promote, or advertise for commercial purposes any product or service unless prior written approval has been granted by the Athletics Director and the Chancellor in accordance with Article VI, Section 6.1.1 of this Agreement. Coach PALERMO shall also receive annual prior written approval from the Athletics Director and the Chancellor for any use, directly or by implication, of the University's name, logo, or other University trademark in the endorsement of commercial products or services. With the required prior written approvals, and subject to limitations arising out of any University contracts with third parties concerning media rights or the endorsement, promotion, or advertisement of commercial products or services, Coach PALERMO

may undertake commercial endorsements in which he identifies himself as a University Assistant Football Coach. Coach PALERMO shall include all income and benefits derived from such endorsement activities in the report of all athletically-related income and benefits he must file annually in accordance with Article VI, Section 6.1.2 of this Agreement. All such endorsements shall cease at the termination of Coach PALERMO's employment as an Assistant Football Coach for the University.

Section 6.2.3. Coach PALERMO may serve on corporate boards of directors or enter into personal service contracts for outside employment services, provided (a) prior written approval of the Athletics Director and the Chancellor of the University is received and all income and benefits are reported annually in accordance with Article VI, Section 6.1; (b) such activities do not interfere or conflict with his duties at the University; and (c) University facilities and resources are not used.

Section 6.2.4. The University further agrees that Coach PALERMO may write for publications and speak before public gatherings, provided said writings and speeches are made in the same professional way and manner expected of any member of the administrative staff of the University. The University expressly agrees that any compensation received for such speeches and writings by Coach PALERMO in the form of honoraria, royalties, and the like may be retained by him in addition to compensation set forth herein; provided, however, that if the University reimburses Coach PALERMO or otherwise pays for travel or other expenses associated with the receipt of an honorarium, the honorarium shall be remitted in full to the University.

Section 6.2.5. Coach PALERMO understands and agrees that the University has no responsibility or liability for any claim arising out of Coach PALERMO's performance of the activities described in Section 6.2 or for any other activity outside the scope of his University employment. In no event shall Coach PALERMO usurp any corporate opportunities of the University or engage in an activity involving a conflict of interests with his University duties. Outside activities are independent of Coach PALERMO's employment with the University, and the University shall have no responsibility or liability for any claims arising from Coach PALERMO's outside activities.

ARTICLE VII – INTELLECTUAL PROPERTY

Section 7.1. Coach PALERMO grants the University the right during the term of this Agreement to use, and the right to grant to others use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, or facsimile image in any manner in connection with any radio, television, and other media shows, programs and appearances, or in connection with any endorsement or consultation contracts entered into by the University or the University's multi-media rights partner.

Section 7.2. Coach PALERMO covenants and agrees that the University retains, owns, and controls all intellectual property and media rights relating to the University's football program and Athletics Department, including but not limited to all television, radio, internet, and any other form of written or electronic media now known or developed in the future related to the University's football program and Athletics Department, whether produced by the University or through a third-party. Coach PALERMO further covenants and agrees that the University shall have the exclusive right to designate the media rights and intellectual property holder for all forms of media created during the term of this Agreement.

Section 7.3. Coach PALERMO covenants and agrees that, upon termination of this Agreement, the University shall have the right to continue through completion any contracts, endorsement agreements, sponsorship agreements, or similar arrangements that were entered into during the term of this Agreement and which contain Coach PALERMO's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach PALERMO shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.4. Coach PALERMO covenants and agrees that, upon termination of this Agreement, the University shall have the right, but not the obligation, to continue to use, and to authorize, license, or grant any sponsor, manufacturer, media rights company, or vendor the right to use, any intellectual property or media rights relating to the football program, the Athletics Department, or Coach PALERMO's employment that were created or produced during the term of this Agreement, notwithstanding the fact that such intellectual property or media rights may contain Coach PALERMO's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach PALERMO shall have no further

right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.5. Except as otherwise provided in this Agreement, Coach PALERMO shall retain all rights in and to his name and endorsement. Upon termination of this Agreement, the University shall have no further right to the continued or future use Coach PALERMO 's name or endorsement, except as provided in this Article VII.

Section 7.6. The rights and obligations described in this Article VII shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE VIII – LIMITATION OF REMEDIES AND WAIVER OF CLAIMS

In any instance of a suspension of Coach PALERMO or a termination of this Agreement pursuant to Articles III, V, or X, except as expressly provided for in this Agreement, the University shall have no liability whatsoever to Coach PALERMO, nor shall Coach PALERMO be entitled to receive, and Coach PALERMO hereby waives and releases any and all claims that Coach PALERMO or his personal representatives may have against the University, its trustees, officers, employees, or agents, and their respective successors, heirs, and assigns for: (a) payment of fringe benefits; (b) accrued and unused annual leave; (c) the amounts payable under Article II or any other athletically related income or benefits derived by virtue of Coach PALERMO's position as Assistant Football Coach; (d) any direct or consequential damages by reason of any economic loss, including, but without limitation, loss of outside or collateral business income or opportunities, talent fees, earning capacity, incentive and supplemental income, benefits, or perquisites; and/or (e) alleged humiliation or defamation resulting from the fact of termination or suspension, the public announcement thereof, or the University's release of information or documents required by law. Coach PALERMO acknowledges that in the event of the termination of this Agreement for cause, without cause, or otherwise, Coach PALERMO shall have no right to occupy the position of Assistant Football Coach and Coach PALERMO's sole remedies are provided for in this Agreement and shall not extend to injunctive relief. In the event a termination of this Agreement by the University under Section 3.2, Article V, or Article X is ultimately found to be a breach of this Agreement by the Tennessee Claims Commission or a court of competent jurisdiction, after any available appeals have been exhausted, Coach PALERMO's remedies shall be limited to the liquidated damages described in Article III according to the date of termination, in lieu of any and all other legal remedies or equitable relief.

ARTICLE IX – INDEMNITY

Coach PALERMO shall indemnify the University against all attorney's fees incurred by the University in connection with any investigation or proceeding resulting in a finding by the University or by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) that (a) Coach PALERMO has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation; or (b) a person under Coach PALERMO's supervision or subject to his control or authority has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation if Coach PALERMO knew or should have known about the violation(s) with reasonable diligence. This obligation shall apply regardless of whether the University terminates this Agreement or Coach PALERMO's employment. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE X – MATERIAL INDUCEMENT FOR UNIVERSITY'S AGREEMENT AND RESERVATION OF RIGHTS

Section 10.1. As a material inducement to the University to execute and perform this Agreement, Coach PALERMO represents and warrants the following to the University:

- (a) he did not misrepresent information, withhold information, or provide incomplete or false information during the University's process of interviewing and hiring Coach PALERMO for the position of Assistant Football Coach;
- (b) he has reported any violations of any Governing Athletic Rules or University Rules from the date of his employment by the University through the date on which he executed this Agreement to the Athletics Director or the Athletics Compliance Office; and

- (c) he has no knowledge of or reasonable cause to believe there exists an unreported violation or potential violation of any Governing Athletic Rules or University Rules by any assistant coach, staff member, or any other person associated with the football program prior to the date on which he executed this Agreement.

Section 10.2. Coach PALERMO agrees that a breach of any representation or warranty contained in Section 10.1 shall be a material breach of this Agreement that is not capable of being cured, and the University in its sole discretion may elect to terminate this Agreement upon written notice to Coach PALERMO. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article X but continue Coach PALERMO's employment with or without a new employment agreement. Coach PALERMO voluntarily waives all rights to a post-termination opportunity to contest a termination pursuant to this Article X under University policies and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 10.3. Upon termination of this Agreement pursuant to this Article X, Coach PALERMO shall not be entitled to further salary, compensation, benefits, or perquisites from the University, including but not limited to any and all rights to receive compensation for his accrued and unused annual leave.

Section 10.4. Coach PALERMO agrees that nothing in this Article X shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Article III and Article V.

ARTICLE XI – DEFINITIONS

The following words, terms, or phrases, when used in this Agreement, shall have the following meanings:

Section 11.1. "Governing Athletic Rules" shall mean: (1) any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated by the National Collegiate Athletic Association ("NCAA") or the Southeastern Conference ("SEC") or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the University's intercollegiate athletics program; and (2) any and all state or federal laws or regulations regulating college athletics, coaches, staff, student-athletes, or competition.

Section 11.2. "NCAA" shall mean the National Collegiate Athletic Association and its successors.

Section 11.3. "SEC" shall mean the Southeastern Conference and its successors or any other athletic conference of which the University may be a member.

Section 11.4. "University" shall mean The University of Tennessee and its campus located in Knoxville, Tennessee.

Section 11.5. "University Rules" shall mean any and all present or future policies, procedures, rules, regulations, and guidelines of the University.

ARTICLE XII – MISCELLANEOUS

Section 12.1. This Agreement contains the complete agreement between the parties concerning Coach PALERMO's employment as the University's Assistant Football Coach. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement.

Section 12.2. This Agreement may only be modified by a writing signed by Coach PALERMO and the Athletics Director, Chancellor, and the Chief Financial Officer of the University.

Section 12.3. The invalidity of any portion of this Agreement shall not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 12.4. Coach PALERMO acknowledges that no policy or procedures manual, faculty or staff handbook, course of conduct, practice, award, commendation, promotion, transfer, or length of service creates any express or implied contract modifying any part of this Agreement.

Section 12.5. This Agreement shall be interpreted in accordance with Tennessee law.

Section 12.6. The captions of the various provisions contained in this Agreement are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

Section 12.7. Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and either (a) delivered in person, (b) sent by United States mail, with first class postage prepaid, (c) sent via electronic mail, or (d) sent by a nationally recognized delivery service. Notice shall be deemed given when the written notice is (a) delivered in person, (b) placed in the United States mail, (c) sent via electronic mail, or (d) placed with a nationally recognized delivery service. Notice to Coach PALERMO shall be sent to his campus office or to his University-provided e-mail account(s). Coach PALERMO shall promptly notify the Athletics Director of any change in the name or address of the person to whom a duplicate copy of notice shall be sent. Notice to the University shall be delivered to the Athletics Director at his or her campus office.

Section 12.8. All documents, files, records, materials (in any format, including electronically stored information), equipment, or other property, including without information, personnel records, recruiting records, team information, athletic equipment, films, videos, statistics, keys, credit cards, laptop computers, software programs, and electronic communication devices, furnished to Coach PALERMO by the University or developed by Coach PALERMO at the University's direction or for the University's use or otherwise in connection with Coach PALERMO's employment with the University are and shall remain the sole and confidential property of the University. Within three (3) days of the expiration or termination of this Agreement, Coach PALERMO shall complete the University's exit procedure, including returning all University property in his possession. The foregoing provisions shall not apply to Coach PALERMO's personal notes, personal playbooks, memorabilia, diaries, and similar personal records of Coach PALERMO, which he is entitled to retain.

Section 12.9. Upon the expiration or earlier termination of this Agreement for any reason, Coach PALERMO agrees that the University shall be entitled to withhold and deduct from any final payment of any kind that is owed to Coach PALERMO by the University the amount of any indebtedness owed to the University by Coach PALERMO.

Section 12.10. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

Section 12.11. It is expressly agreed that nothing contained in this Agreement shall be construed to constitute a waiver or relinquishment by the University of any rights to claim such exemptions, privileges, and immunities as may be provided by law.

Section 12.12. Coach PALERMO may not assign, pledge, or encumber his rights, interests, or obligations under this Agreement.

Section 12.13. Each party hereto shall be viewed as an equal participant to the drafting of this Agreement, and each party agrees that there shall be no presumption against the drafting party.

Section 12.14. Coach PALERMO acknowledges that he has read and understands this Agreement and agrees that its provisions are reasonable and enforceable and that he will abide by them.

Section 12.15. The parties agree that the effective date of this Agreement shall be February 1, 2012, even if the Agreement's execution date is subsequent thereto.

Section 12.16. This Agreement shall not be binding on the University until signed by the Chancellor and the University's Chief Financial Officer. Coach PALERMO expressly acknowledges that the Athletics Director does not

have authority to bind the University with respect to this Agreement, any amendment of this Agreement, or Coach PALERMO's employment as the University's Assistant Football Coach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

THE UNIVERSITY OF TENNESSEE

By:



Jimmy G. Cheek, Chancellor
The University of Tennessee,
Knoxville

3/29/12
Date



Charles M. Peccolo, Jr.
Treasurer and Interim Chief Financial Officer
The University of Tennessee

APR 19 2012

Date



Dave Hart
Vice Chancellor and Athletics Director
The University of Tennessee, Knoxville

3/12/12
Date

COACH JOHN PALERMO



JOHN PALERMO

3-7-12
Date

**EMPLOYMENT AGREEMENT
ASSISTANT FOOTBALL COACH**

This Employment Agreement ("Agreement") is entered into by and between THE UNIVERSITY OF TENNESSEE ("University"), a public educational corporation of the State of Tennessee, for and on behalf of The University of Tennessee, Knoxville and its Athletics Department, and SAM PITTMAN ("Coach PITTMAN"). This Agreement cancels and supersedes any and all prior existing oral and written agreements between the University and Coach PITTMAN.

WITNESSETH:

In consideration of the covenants and agreements herein contained, the parties to this Agreement agree as follows:

ARTICLE I – PURPOSE AND TERM OF AGREEMENT

Section 1.1. Subject to the terms and conditions stated in this Agreement, the University agrees to employ Coach PITTMAN, and Coach PITTMAN agrees to serve, as an assistant coach of the University's intercollegiate football team ("Assistant Football Coach").

Section 1.2. The term of this Agreement shall be from January 12, 2012 through February 28, 2014, unless sooner terminated as provided in this Agreement.

Section 1.3. The University may allow this Agreement to expire and elect not to renew Coach PITTMAN's employment as Assistant 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.

Section 1.4. In its sole discretion and at any time with or without adequate cause, the University may reassign Coach PITTMAN from the duties of Assistant Football Coach to other duties within the University. Upon reassignment to other duties, Coach PITTMAN shall receive Base Pay and Supplemental Pay under Article II in an amount to be unchanged until the expiration of the term of this Agreement.

ARTICLE II – COMPENSATION

Section 2.1. As payment and consideration for the services to be performed by Coach PITTMAN under this Agreement, the University agrees to pay Coach PITTMAN an annual salary ("Base Pay") according to the following schedule of total annual salary, subject to all applicable state and federal tax reporting and withholding requirements:

January 12, 2012 through February 29, 2012:	Prorated portion of \$275,000.00 per annum
March 1, 2012 through February 28, 2013:	\$275,000.00
March 1, 2013 through February 28, 2014:	\$275,000.00

The University shall pay the Base Pay to Coach PITTMAN in twelve (12) equal monthly installments in accordance with the University's customary monthly payroll procedures. The Base Pay shall not be increased in accordance with any across-the-board salary increase authorized or mandated for University employees by the State of Tennessee or the University.

Section 2.2. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for Coach PITTMAN to assist the football team in achieving the goals described below, the University agrees to pay Coach PITTMAN, if earned, annual incentive compensation in an amount equal to the sum of the percentages of Total Compensation described in the following subsections, subject to all applicable state and federal tax reporting and withholding requirements:

- (a) 4% of Total Compensation for playing in the SEC Championship Football Game.
- (b) 8% of Total Compensation for playing in any post-season bowl game; 12% of Total Compensation for playing in the Chick-Fil-A, Cotton, Outback, or Capital One bowls, or their successors; or 16% of Total Compensation for playing in a post-season game that, at the time of the execution of this Agreement, is

part of the Bowl Championship Series (BCS). It is understood that Coach PITTMAN shall receive only one incentive payment under this subsection 2.3(b), which shall be based on the highest goal achieved.

(c) 4% of Total Compensation for winning the BCS National Championship game or its successor.

For purposes of this Section 2.3, the term "Total Compensation" shall mean the sum of the Base Pay and Supplemental Pay as of February 1 following the conclusion of the football season in which the goal was achieved. Annual incentive compensation due under this Section 2.3 shall be paid by the University on or before March 1 following the conclusion of the football season in which the goal was achieved. The total annual incentive compensation due to Coach PITTMAN under this Section 2.3 following any football season shall not exceed \$125,000. Incentive compensation described in this Section 2.3 shall be earned by and payable to Coach PITTMAN only if Coach PITTMAN is employed as an Assistant Football Coach at the University on the day of the event that forms the basis for the incentive compensation.

Section 2.3. Pursuant to the courtesy vehicle program of the Tennessee Athletics Department now in effect or hereafter amended, the University, in its sole discretion, may provide Coach PITTMAN with either: (1) one vehicle of a quality, in terms of make and model, similar to vehicles provided to other University assistant coaches, for his personal use; or (2) compensation in the amount of \$6,000 per year, payable in twelve (12) equal monthly installments, as a vehicle allowance in lieu of Coach PITTMAN's participation in the courtesy vehicle program. It is understood and agreed that such vehicle or any vehicle allowance shall not be construed to be part of the consideration of this Agreement, and the benefit described in this Section 2.4 may be terminated at any time at the exclusive option of the University. Coach PITTMAN will be solely responsible for maintaining insurance on the vehicle, for paying fuel costs, and for otherwise complying with the courtesy vehicle program.

Section 2.4. The University shall promptly pay Coach PITTMAN's reasonable moving expenses one time in accordance with University Rules.

Section 2.5. As a regular full-time employee of the University, Coach PITTMAN is entitled to the same fringe benefits as other regular full-time employees. The Base Pay shall be used to determine benefits that are based on salary.

Section 2.6. Coach PITTMAN understands and agrees that federal and state law limit the compensation on which the University may make retirement contributions. The University agrees to make the maximum annual amount of retirement contributions allowed by federal and state law for Coach PITTMAN. Retirement contributions shall be made periodically in accordance with the University's business practices.

ARTICLE III – TERMINATION

Section 3.1. Termination by University Without Cause

Section 3.1.1. In its sole discretion and at any time during the term of this Agreement, the University may elect to terminate this Agreement without cause upon written notice to Coach PITTMAN. If the University terminates this Agreement without cause, the University shall pay Coach PITTMAN liquidated damages in an amount equal to the monthly rate of the sum of Base Pay and Supplemental Pay described in Article II times the number of months remaining in the term of this Agreement, with any part of a month prorated. Payment of the liquidated damages shall be made in equal monthly installments over the remaining term of this Agreement, subject to all applicable state and federal tax reporting and withholding requirements, with the first payment due on or before the last day of the month following the date of termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief.

Section 3.1.2. In no event shall the University's liability in the event of a termination without cause pursuant to this Section 3.1 include payment of fringe benefits, the payment of accrued and unused annual leave, the amounts payable under Article II, or any other athletically related income or benefits derived by virtue of Coach PITTMAN's position as Assistant Football Coach. Coach PITTMAN understands and agrees that the University's decision to terminate this Agreement without cause is not subject to any University Rules.

Section 3.1.3. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement without cause by the University prior to its

expiration may cause Coach PITTMAN to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Coach PITTMAN's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Coach PITTMAN shall constitute adequate and reasonable compensation to Coach PITTMAN for any damages and injuries suffered by Coach PITTMAN because of such termination by the University. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.1.4. The automatic termination of this Agreement upon the death or disability of Coach PITTMAN, as provided in Section 3.4 of this Agreement, shall not give rise to a right to liquidated damages pursuant to this Section 3.1.

Section 3.1.5. Coach PITTMAN is required to use his reasonable best efforts to mitigate the University's obligation to pay liquidated damages under this Section 3.1 by making reasonable and diligent efforts as soon as practicable following termination to obtain another comparable employment or paid services position. Without limiting the types of positions that are comparable, Coach PITTMAN agrees that the following positions shall be deemed comparable for the purpose of this Section 3.1.5: assistant or head football coach at a college or university; professional football assistant or head coach; athletics administrator at a college or university; and media commentator or analyst with a national, regional, or local network, broadcast station, cable or satellite company. If, following a termination of this Agreement by the University pursuant to this Section 3.1, Coach PITTMAN obtains any other comparable employment or paid services position prior to the date this Agreement would have expired, the parties agree that the liquidated damages owed by the University pursuant to Section 3.1 shall be offset and reduced dollar-for-dollar by the gross income received, either directly or indirectly, from the comparable employment position or other paid services position, which shall include base salary or wages, endorsement pay, talent fees, consulting fees, honoraria, coaching related publications, speaking engagements, and other income of any kind whatsoever. Coach PITTMAN shall not structure the timing of income in order to avoid his obligations or the reduction of liquidated damages owed by the University under this Section 3.1. While the University's obligation to pay liquidated damages is in effect, and for a period of six (6) months thereafter, Coach PITTMAN shall provide the University with a written accounting all gross income received or earned by him during the immediately preceding quarter. The parties expressly agree that Coach PITTMAN's obligation to report all gross income to the University shall survive termination of the Agreement under this Section 3.1 for the entire period in which the University's obligation to pay liquidated damages is in effect, plus an additional period of six (6) months. If Coach PITTMAN fails either to notify the University of his employment in another comparable employment position or other paid services position or to provide the quarterly written reports of gross income after the University sends a formal, written request to Coach PITTMAN to do so, then, after giving Coach PITTMAN fourteen (14) days' written notice, the University's obligation to continue paying liquidated damages to Coach PITTMAN shall cease.

Section 3.1.6. Coach PITTMAN agrees that nothing in this Section 3.1 shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Section 3.2, Article V, and Article X.

Section 3.2. Termination by University for Cause

Section 3.2.1. In addition to the grounds for termination of this Agreement under any other part of this Agreement, including but not limited to Section 3.1, Article V, and Article X, Coach PITTMAN agrees that the University has the right to terminate this Agreement for cause under this Section 3.2 at any time prior to its expiration.

Section 3.2.2. For purposes of this Section 3.2, the term "for cause" shall include, but not be limited to, any one or more of the following as determined in the reasonable and good faith judgment of the University:

- (a) conduct or a pattern of conduct by Coach PITTMAN which constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules, whether the conduct occurred during Coach PITTMAN's employment with the University or another NCAA-member institution;

- (b) conduct or a pattern of conduct by a University employee under Coach PITTMAN's supervision or subject to his control or authority which: (i) constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules; and (ii) Coach PITTMAN knew or should have known about with reasonable diligence, whether the conduct occurred during Coach PITTMAN's employment with the University or another NCAA-member institution;
- (c) failure of Coach PITTMAN to report immediately to the Athletics Director or Athletics Compliance Office any actual knowledge of or reasonable cause to believe that violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (d) an act by Coach PITTMAN constituting a prohibited conflict of interest under University Rules or applicable state law;
- (e) neglect or inattention by Coach PITTMAN to the standards, duties, and responsibilities generally expected of University employees and specifically required of Coach PITTMAN under this Agreement;
- (f) one or more acts of fraud by Coach PITTMAN in the performance of his duties and responsibilities under this Agreement;
- (g) the provision of false, misleading, or incomplete information relevant to the conduct of University business, including but not limited to information provided by Coach PITTMAN to the University during the interviewing and hiring process for the position of Assistant Football Coach, if COACH PITTMAN knew or should have known the information was false, misleading, or incomplete;
- (h) counseling or instructing by Coach PITTMAN of any coach, football staff member, current or former student-athlete, student, or person to fail or refuse to respond accurately and fully within a reasonable time to any inquiry or request concerning a matter relevant to the athletics programs of the University or of another institution of higher education which shall be propounded by the NCAA, SEC, the University, or other governing body having supervision over the athletics program of the University, or which shall be required by law, Governing Athletic Rules, or University Rules;
- (i) conviction of Coach PITTMAN of a criminal act that constitutes either (i) a felony or (ii) a misdemeanor involving moral turpitude (excluding minor traffic offenses);
- (j) prolonged absence by Coach PITTMAN from his duties under this Agreement, without the consent of the Athletics Director;
- (k) soliciting, placing, or accepting by Coach PITTMAN of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any person under Coach PITTMAN's control or authority, including without limitation a student-athlete;
- (l) furnishing by Coach PITTMAN of information or data relating in any manner to football, or any other sport, or any student-athlete, to any individual known by Coach PITTMAN to be, or whom Coach PITTMAN should reasonably know to be, a gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Coach PITTMAN with such person;
- (m) failure by Coach PITTMAN to fully cooperate in the enforcement and implementation of any drug testing program established by the University, the SEC, the NCAA, or any other governing athletic body, for student-athletes;

- (n) conduct of Coach PITTMAN which reflects adversely on the University or its athletics program;
- (o) gross misconduct by Coach PITTMAN, as defined by University personnel policy now in effect or hereafter adopted by the University. "Gross misconduct" is currently defined by University personnel policy to include the following: theft or dishonesty; gross insubordination; willful destruction of University property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; illegal use, manufacture, possession, distribution, or dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behavior by the employee; or
- (p) any other material breach by Coach PITTMAN of his duties or responsibilities under this Agreement if: (i) in the University's reasonable and good faith judgment, the breach is capable of being cured and Coach PITTMAN fails to cure the material breach within thirty (30) days after written notice by the University specifying the nature of the breach; or (ii) in the University's reasonable and good faith judgment, the breach is not capable of being cured.

Section 3.2.3. The grounds for termination contained in Section 3.2.2 are separate and independent grounds for termination, and one ground for termination shall not be interpreted in any manner to modify, explain, or restrict any other ground for termination provided for anywhere in this Agreement.

Section 3.2.4. In its sole discretion, the University may suspend Coach PITTMAN with pay pending an investigation or decision relating to termination for cause under this Section 3.2.

Section 3.2.5. Upon termination of this Agreement for cause, Coach PITTMAN shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach PITTMAN waives any and all rights to receive compensation for his accrued and unused annual leave.

Section 3.2.6. For any one or more acts, omissions, or events that could be grounds for termination for cause under this Section 3.2, the University may take other disciplinary or corrective action against Coach PITTMAN short of terminating this Agreement. Other disciplinary or corrective action may include, but is not limited to, one or more of the following: (a) written reprimand; (b) suspension with pay; (c) suspension without pay; or (d) reassignment to a position that does not involve contact with prospective or enrolled student-athletes or representatives of the University's athletics interests. No such disciplinary or corrective action shall be construed to conflict with or limit the University's right to terminate this Agreement during or subsequent to such disciplinary or corrective action.

Section 3.2.7. Prior to the effective date of termination of Coach PITTMAN's employment or suspension of Coach PITTMAN without pay under this Section 3.2, the University shall afford Coach PITTMAN notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed termination or suspension. If the University terminates Coach PITTMAN's employment or suspends him for a period of time without pay under this Section 3.2, the University shall afford Coach PITTMAN a post-termination or post-suspension opportunity to contest the action in accordance with the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated 4-5-301 *et seq.*

Section 3.2.8. In its sole discretion, the University may elect to terminate this Agreement for cause under this Section 3.2 but offer Coach PITTMAN continued employment with or without a new employment agreement.

Section 3.2.9. Coach PITTMAN agrees that nothing in this Section 3.2 shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Section 3.1, Article V, and Article X.

Section 3.3. Termination by Coach PITTMAN

Section 3.3.1. Coach PITTMAN shall have the right to terminate this Agreement at any time. In the event Coach PITTMAN elects to terminate this Agreement, he shall pay liquidated damages to the University in an amount equal to 33% of the total compensation (calculated as Base Pay plus Supplemental Pay) for the contract year during which the termination occurs. The liquidated damages shall be payable in full within sixty (60) days of the date of termination. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief. Upon the termination of this Agreement by Coach PITTMAN, Coach PITTMAN waives any and all rights to receive compensation for his accrued and unused annual leave. The liquidated damages may be waived by the University in writing signed by the Athletics Director. Nothing in this Section 3.3 shall be construed to require payment of liquidated damages as a result of an automatic termination pursuant to Section 3.4.

Section 3.3.2. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach PITTMAN's promise to work for the University for the entire term of this Agreement is an essential consideration in the University's decision to employ him as Assistant Football Coach and the fact that the University will commit substantial financial resources to the success of the football program and that if Coach PITTMAN terminates his employment with the University, the University will suffer damages the amount, nature, and extent of which are difficult to determine and which may include, but not be limited to, additional expenses to search for another Assistant Football Coach, salary or other compensation to hire another Assistant Football Coach, and tangible and intangible detriment to the football program of the University and support of its fans and donors. Accordingly, Coach PITTMAN acknowledges and agrees that the amount of liquidated damages set forth in Section 3.3.1 is a reasonable and fair approximation of the harm that the University will incur in the event of such termination by Coach PITTMAN. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.3.3. Coach PITTMAN shall immediately notify the head football coach in the event Coach PITTMAN has any direct or indirect contact with or from any entity, or agent or representative of the entity's athletics interests, regarding potential employment by or with another college or university or a professional football organization.

Section 3.4. Termination upon Death or Disability of Coach PITTMAN

Section 3.4.1. This Agreement shall terminate automatically upon the death of Coach PITTMAN, and all salary, compensation, benefits, and perquisites shall terminate as of the calendar month in which death occurs, except that the executor or administrator of Coach PITTMAN's estate or other beneficiary specifically designated in writing shall be paid any death benefits due Coach PITTMAN under any University Rules now in effect or hereafter adopted by the University.

Section 3.4.2. This Agreement shall terminate automatically if Coach PITTMAN becomes disabled. "Disabled" shall mean physical or mental incapacity of a nature that prevents Coach PITTMAN, in the reasonable and good faith judgment of the University, from performing an essential function of the position of Assistant Football Coach for a period of one hundred twenty (120) consecutive calendar days. If this Agreement is terminated because Coach PITTMAN becomes disabled, all salary, compensation, benefits, and perquisites shall terminate, except that Coach PITTMAN shall receive: (a) any disability benefits to which he is entitled under any disability program in which he is enrolled; and (b) compensation for his accrued and unused annual leave.

ARTICLE IV – DUTIES AND RESPONSIBILITIES

Coach PITTMAN shall perform, to the reasonable satisfaction of the Athletics Director, the duties and responsibilities of Assistant Football Coach, which shall include without limitation:

- (a) Coaching a position or group of positions, including overseeing and managing his respective football unit;
- (b) Performing recruiting activities at the direction of the Head Football Coach;

- (c) Performing his duties and personally comporting himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the University. At all times, Coach PITTMAN shall use his best efforts to promote an environment in which all employees and students under Coach PITTMAN's supervision, or subject to Coach PITTMAN's control or authority, comport themselves in a like manner;
- (d) Becoming knowledgeable of and complying with any and all Governing Athletic Rules and University Rules;
- (e) Reporting immediately to the Athletics Director or the Athletics Compliance Office any actual knowledge of or reasonable cause to believe that one or more violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (f) Cooperating fully in any investigation of any aspect of the University's intercollegiate football program or intercollegiate athletics program, whether by the NCAA, the SEC, or the University;
- (g) Working cooperatively with athletics compliance personnel on compliance matters and Governing Athletic Rules education;
- (h) Performing public relations, alumni relations, community service, and fundraising functions;
- (i) Performing other duties described elsewhere in this Agreement;
- (j) Performing other duties ordinarily associated with and performed by an Assistant Football Coach at a major university that participates in intercollegiate men's football competition at the NCAA Division I Football Bowl Subdivision level; and
- (k) Performing other reasonable duties as may be assigned by the Head Football Coach, the Athletics Director, and/or their designees from time to time.

ARTICLE V – ENFORCEMENT OF GOVERNING ATHLETIC RULES

Section 5.1. Coach PITTMAN agrees that the University, as a member of the NCAA, is required to apply and enforce certain Governing Athletic Rules with respect to all institutional staff members through appropriate disciplinary or corrective action and is further required by NCAA Bylaw 11.2.1 and SEC Bylaw 19.8 to include the following stipulation in this Agreement: If Coach PITTMAN is found in violation of Governing Athletic Rules, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, Article 4 of the SEC Constitution, and/or SEC Bylaw 19.8, including suspension without pay or termination of employment for significant or repetitive violations, whether the violation(s) occurred while Coach PITTMAN was employed by the University or during prior employment at another NCAA member institution. For the purposes of this Agreement, the phrase "significant or repetitive violations" shall mean any major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation.

Section 5.2. Coach PITTMAN agrees that a finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee), or an agreed-on finding approved by the NCAA Committee on Infractions in the course of a summary disposition, that Coach PITTMAN has engaged in or condoned a major violation of one or more Governing Athletic Rules shall constitute a material breach of this Agreement that is not capable of being cured, and the University, in its sole discretion, may elect to terminate this Agreement, suspend Coach PITTMAN without pay, or take other disciplinary or corrective action against Coach PITTMAN as set forth in the provisions of the NCAA enforcement procedures upon written notice to Coach PITTMAN within sixty (60) days of the finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) or the NCAA Committee on Infractions' approval of the agreed-on finding, whether the violation(s) occurred while Coach PITTMAN was employed by the University or during prior employment at another NCAA member institution.

Section 5.3. Coach PITTMAN agrees to comply with any penalty imposed by the Commissioner of the SEC pursuant to Governing Athletic Rules, including but not limited to, SEC Bylaw 4.4.3.

Section 5.4. Upon termination of this Agreement pursuant to this Article V, Coach PITTMAN shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach PITTMAN waives any and all rights to receive compensation for his accrued and unused annual leave upon termination of this Agreement pursuant to this Article V.

Section 5.5. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article V but offer Coach PITTMAN continued employment with or without a new employment agreement.

Section 5.6. Prior to implementing any disciplinary or corrective action as contemplated by this Article V against Coach PITTMAN based on a finding by the SEC, NCAA Committee on Infractions, or, if appealed, the NCAA Infractions Appeals Committee, the University shall afford Coach PITTMAN notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed disciplinary or corrective action. Coach PITTMAN voluntarily waives all rights to a post-termination or post-suspension opportunity to contest a termination or suspension without pay pursuant to this Article V under University Rules and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 5.7. Nothing in this Article V shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Article III and Article X.

ARTICLE VI – OUTSIDE INCOME AND ACTIVITIES

Section 6.1. Outside Income

Section 6.1.1. Coach PITTMAN understands and agrees that he shall receive the prior written approval of the Athletics Director and the Chancellor for all athletically-related income and benefits from sources outside the University. Sources of such income and benefits shall include, but are not limited to, income and benefits from: annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television, radio, and other media programs; endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers; and any other outside activities described in Section 6.2.

Section 6.1.2. Coach PITTMAN shall submit an annual written detailed report of all athletically related income and benefits from sources outside the University to the Chancellor, through the Athletics Director, on or before August 1 of each year. Upon request, the University shall have reasonable access to all records of Coach PITTMAN necessary to verify the information contained in such report.

Section 6.2. Outside Activities

Section 6.2.1. Coach PITTMAN understands and agrees that all football camps conducted at University facilities shall be operated through the University and in accordance with University Rules, and that all compensation for coaches and staff shall be paid through the University's payroll or its disbursement voucher system. Coach PITTMAN may use the University's name and logo in connection with any football camps or clinics he conducts at University facilities with prior written approval from the Athletics Director, or his or her designee.

Section 6.2.2. Coach PITTMAN shall not, by any statements or appearances on television, on radio, in newspapers, or in magazines or other published media or any promotional material, personally or officially endorse, promote, or advertise for commercial purposes any product or service unless prior written approval has been granted by the Athletics Director and the Chancellor in accordance with Article VI, Section 6.1.1 of this Agreement. Coach PITTMAN shall also receive annual prior written approval from the Athletics Director and the Chancellor for any use, directly or by implication, of the University's name, logo, or other University trademark in the endorsement of commercial products or services. With the required prior written approvals, and subject to limitations arising out of any University contracts with third parties concerning media rights or the endorsement, promotion, or advertisement of commercial products or services, Coach PITTMAN may undertake commercial endorsements in which he identifies himself as a University Assistant Football Coach. Coach PITTMAN shall include all income and benefits derived from such endorsement activities in the report of all athletically-related income and benefits he must file annually in accordance with Article VI, Section

6.1.2 of this Agreement. All such endorsements shall cease at the termination of Coach PITTMAN's employment as an Assistant Football Coach for the University.

Section 6.2.3. Coach PITTMAN may serve on corporate boards of directors or enter into personal service contracts for outside employment services, provided (a) prior written approval of the Athletics Director and the Chancellor of the University is received and all income and benefits are reported annually in accordance with Article VI, Section 6.1; (b) such activities do not interfere or conflict with his duties at the University; and (c) University facilities and resources are not used.

Section 6.2.4. The University further agrees that Coach PITTMAN may write for publications and speak before public gatherings, provided said writings and speeches are made in the same professional way and manner expected of any member of the administrative staff of the University. The University expressly agrees that any compensation received for such speeches and writings by Coach PITTMAN in the form of honoraria, royalties, and the like may be retained by him in addition to compensation set forth herein; provided, however, that if the University reimburses Coach PITTMAN or otherwise pays for travel or other expenses associated with the receipt of an honorarium, the honorarium shall be remitted in full to the University.

Section 6.2.5. Coach PITTMAN understands and agrees that the University has no responsibility or liability for any claim arising out of Coach PITTMAN's performance of the activities described in Section 6.2 or for any other activity outside the scope of his University employment. In no event shall Coach PITTMAN usurp any corporate opportunities of the University or engage in an activity involving a conflict of interests with his University duties. Outside activities are independent of Coach PITTMAN's employment with the University, and the University shall have no responsibility or liability for any claims arising from Coach PITTMAN's outside activities.

ARTICLE VII – INTELLECTUAL PROPERTY

Section 7.1. Coach PITTMAN grants the University the right during the term of this Agreement to use, and the right to grant to others use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, or facsimile image in any manner in connection with any radio, television, and other media shows, programs and appearances, or in connection with any endorsement or consultation contracts entered into by the University or the University's multi-media rights partner.

Section 7.2. Coach PITTMAN covenants and agrees that the University retains, owns, and controls all intellectual property and media rights relating to the University's football program and Athletics Department, including but not limited to all television, radio, internet, and any other form of written or electronic media now known or developed in the future related to the University's football program and Athletics Department, whether produced by the University or through a third-party. Coach PITTMAN further covenants and agrees that the University shall have the exclusive right to designate the media rights and intellectual property holder for all forms of media created during the term of this Agreement.

Section 7.3. Coach PITTMAN covenants and agrees that, upon termination of this Agreement, the University shall have the right to continue through completion any contracts, endorsement agreements, sponsorship agreements, or similar arrangements that were entered into during the term of this Agreement and which contain Coach PITTMAN's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach PITTMAN shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.4. Coach PITTMAN covenants and agrees that, upon termination of this Agreement, the University shall have the right, but not the obligation, to continue to use, and to authorize, license, or grant any sponsor, manufacturer, media rights company, or vendor the right to use, any intellectual property or media rights relating to the football program, the Athletics Department, or Coach PITTMAN's employment that were created or produced during the term of this Agreement, notwithstanding the fact that such intellectual property or media rights may contain Coach PITTMAN's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach PITTMAN shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.5. Except as otherwise provided in this Agreement, Coach PITTMAN shall retain all rights in and to his

name and endorsement. Upon termination of this Agreement, the University shall have no further right to the continued or future use Coach PITTMAN 's name or endorsement, except as provided in this Article VII.

Section 7.6. The rights and obligations described in this Article VII shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE VIII – LIMITATION OF REMEDIES AND WAIVER OF CLAIMS

In any instance of a suspension of Coach PITTMAN or a termination of this Agreement pursuant to Articles III, V, or X, except as expressly provided for in this Agreement, the University shall have no liability whatsoever to Coach PITTMAN, nor shall Coach PITTMAN be entitled to receive, and Coach PITTMAN hereby waives and releases any and all claims that Coach PITTMAN or his personal representatives may have against the University, its trustees, officers, employees, or agents, and their respective successors, heirs, and assigns for: (a) payment of fringe benefits; (b) accrued and unused annual leave; (c) the amounts payable under Article II or any other athletically related income or benefits derived by virtue of Coach PITTMAN's position as Assistant Football Coach; (d) any direct or consequential damages by reason of any economic loss, including, but without limitation, loss of outside or collateral business income or opportunities, talent fees, earning capacity, incentive and supplemental income, benefits, or perquisites; and/or (e) alleged humiliation or defamation resulting from the fact of termination or suspension, the public announcement thereof, or the University's release of information or documents required by law. Coach PITTMAN acknowledges that in the event of the termination of this Agreement for cause, without cause, or otherwise, Coach PITTMAN shall have no right to occupy the position of Assistant Football Coach and Coach PITTMAN's sole remedies are provided for in this Agreement and shall not extend to injunctive relief. In the event a termination of this Agreement by the University under Section 3.2, Article V, or Article X is ultimately found to be a breach of this Agreement by the Tennessee Claims Commission or a court of competent jurisdiction, after any available appeals have been exhausted, Coach PITTMAN's remedies shall be limited to the liquidated damages described in Article III according to the date of termination, in lieu of any and all other legal remedies or equitable relief.

ARTICLE IX – INDEMNITY

Coach PITTMAN shall indemnify the University against all attorney's fees incurred by the University in connection with any investigation or proceeding resulting in a finding by the University or by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) that (a) Coach PITTMAN has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation; or (b) a person under Coach PITTMAN's supervision or subject to his control or authority has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation if Coach PITTMAN knew or should have known about the violation(s) with reasonable diligence. This obligation shall apply regardless of whether the University terminates this Agreement or Coach PITTMAN's employment. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE X – MATERIAL INDUCEMENT FOR UNIVERSITY'S AGREEMENT AND RESERVATION OF RIGHTS

Section 10.1. As a material inducement to the University to execute and perform this Agreement, Coach PITTMAN represents and warrants the following to the University:

- (a) he did not misrepresent information, withhold information, or provide incomplete or false information during the University's process of interviewing and hiring Coach PITTMAN for the position of Assistant Football Coach;
- (b) he has reported any violations of any Governing Athletic Rules or University Rules from the date of his employment by the University through the date on which he executed this Agreement to the Athletics Director or the Athletics Compliance Office; and
- (c) he has no knowledge of or reasonable cause to believe there exists an unreported violation or potential violation of any Governing Athletic Rules or University Rules by any assistant coach, staff member,

or any other person associated with the football program prior to the date on which he executed this Agreement.

Section 10.2. Coach PITTMAN agrees that a breach of any representation or warranty contained in Section 10.1 shall be a material breach of this Agreement that is not capable of being cured, and the University in its sole discretion may elect to terminate this Agreement upon written notice to Coach PITTMAN. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article X but continue Coach PITTMAN's employment with or without a new employment agreement. Coach PITTMAN voluntarily waives all rights to a post-termination opportunity to contest a termination pursuant to this Article X under University policies and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 10.3. Upon termination of this Agreement pursuant to this Article X, Coach PITTMAN shall not be entitled to further salary, compensation, benefits, or perquisites from the University, including but not limited to any and all rights to receive compensation for his accrued and unused annual leave.

Section 10.4. Coach PITTMAN agrees that nothing in this Article X shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Article III and Article V.

ARTICLE XI – DEFINITIONS

The following words, terms, or phrases, when used in this Agreement, shall have the following meanings:

Section 11.1. "Governing Athletic Rules" shall mean: (1) any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated by the National Collegiate Athletic Association ("NCAA") or the Southeastern Conference ("SEC") or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the University's intercollegiate athletics program; and (2) any and all state or federal laws or regulations regulating college athletics, coaches, staff, student-athletes, or competition.

Section 11.2. "NCAA" shall mean the National Collegiate Athletic Association and its successors.

Section 11.3. "SEC" shall mean the Southeastern Conference and its successors or any other athletic conference of which the University may be a member.

Section 11.4. "University" shall mean The University of Tennessee and its campus located in Knoxville, Tennessee.

Section 11.5. "University Rules" shall mean any and all present or future policies, procedures, rules, regulations, and guidelines of the University.

ARTICLE XII – MISCELLANEOUS

Section 12.1. This Agreement contains the complete agreement between the parties concerning Coach PITTMAN's employment as the University's Assistant Football Coach. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement.

Section 12.2. This Agreement may only be modified by a writing signed by Coach PITTMAN and the Athletics Director, Chancellor, and the Chief Financial Officer of the University.

Section 12.3. The invalidity of any portion of this Agreement shall not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 12.4. Coach PITTMAN acknowledges that no policy or procedures manual, faculty or staff handbook, course of conduct, practice, award, commendation, promotion, transfer, or length of service creates any express or

implied contract modifying any part of this Agreement.

Section 12.5. This Agreement shall be interpreted in accordance with Tennessee law.

Section 12.6. The captions of the various provisions contained in this Agreement are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

Section 12.7. Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and either (a) delivered in person, (b) sent by United States mail, with first class postage prepaid, (c) sent via electronic mail, or (d) sent by a nationally recognized delivery service. Notice shall be deemed given when the written notice is (a) delivered in person, (b) placed in the United States mail, (c) sent via electronic mail, or (d) placed with a nationally recognized delivery service. Notice to Coach PITTMAN shall be sent to his campus office or to his University-provided e-mail account(s). Coach PITTMAN shall promptly notify the Athletics Director of any change in the name or address of the person to whom a duplicate copy of notice shall be sent. Notice to the University shall be delivered to the Athletics Director at his or her campus office.

Section 12.8. All documents, files, records, materials (in any format, including electronically stored information), equipment, or other property, including without information, personnel records, recruiting records, team information, athletic equipment, films, videos, statistics, keys, credit cards, laptop computers, software programs, and electronic communication devices, furnished to Coach PITTMAN by the University or developed by Coach PITTMAN at the University's direction or for the University's use or otherwise in connection with Coach PITTMAN's employment with the University are and shall remain the sole and confidential property of the University. Within three (3) days of the expiration or termination of this Agreement, Coach PITTMAN shall complete the University's exit procedure, including returning all University property in his possession. The foregoing provisions shall not apply to Coach PITTMAN's personal notes, personal playbooks, memorabilia, diaries, and similar personal records of Coach PITTMAN, which he is entitled to retain.

Section 12.9. Upon the expiration or earlier termination of this Agreement for any reason, Coach PITTMAN agrees that the University shall be entitled to withhold and deduct from any final payment of any kind that is owed to Coach PITTMAN by the University the amount of any indebtedness owed to the University by Coach PITTMAN.

Section 12.10. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

Section 12.11. It is expressly agreed that nothing contained in this Agreement shall be construed to constitute a waiver or relinquishment by the University of any rights to claim such exemptions, privileges, and immunities as may be provided by law.

Section 12.12. Coach PITTMAN may not assign, pledge, or encumber his rights, interests, or obligations under this Agreement.

Section 12.13. Each party hereto shall be viewed as an equal participant to the drafting of this Agreement, and each party agrees that there shall be no presumption against the drafting party.

Section 12.14. Coach PITTMAN acknowledges that he has read and understands this Agreement and agrees that its provisions are reasonable and enforceable and that he will abide by them.

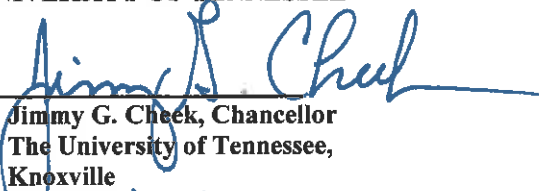
Section 12.15. The parties agree that the effective date of this Agreement shall be February 1, 2012, even if the Agreement's execution date is subsequent thereto.

Section 12.16. This Agreement shall not be binding on the University until signed by the Chancellor and the University's Chief Financial Officer. Coach PITTMAN expressly acknowledges that the Athletics Director does not have authority to bind the University with respect to this Agreement, any amendment of this Agreement, or Coach PITTMAN's employment as the University's Assistant Football Coach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

THE UNIVERSITY OF TENNESSEE


COACH SAM PITTMAN

By: 
Jimmy G. Cheek, Chancellor
The University of Tennessee,
Knoxville

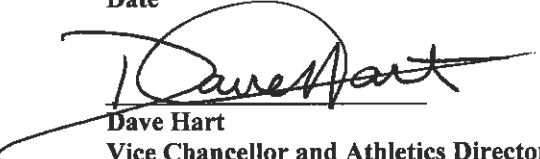

SAM PITTMAN

3/29/12
Date

3/5/2012
Date


Charles M. Peccolo, Jr.
Treasurer and Interim Chief Financial Officer
The University of Tennessee

APR 13 2012
Date


Dave Hart
Vice Chancellor and Athletics Director
The University of Tennessee, Knoxville

3/12/12
Date

**EMPLOYMENT AGREEMENT
ASSISTANT FOOTBALL COACH**

This Employment Agreement ("Agreement") is entered into by and between THE UNIVERSITY OF TENNESSEE ("University"), a public educational corporation of the State of Tennessee, for and on behalf of The University of Tennessee, Knoxville and its Athletics Department, and SAL SUNSERI ("Coach SUNSERI"). This Agreement cancels and supersedes any and all prior existing oral and written agreements between the University and Coach SUNSERI.

WITNESSETH:

In consideration of the covenants and agreements herein contained, the parties to this Agreement agree as follows:

ARTICLE I – PURPOSE AND TERM OF AGREEMENT

Section 1.1. Subject to the terms and conditions stated in this Agreement, the University agrees to employ Coach SUNSERI, and Coach SUNSERI agrees to serve, as an assistant coach of the University's intercollegiate football team ("Assistant Football Coach").

Section 1.2. The term of this Agreement shall be from January 13, 2012 through February 28, 2015, unless sooner terminated as provided in this Agreement.

Section 1.3. The University may allow this Agreement to expire and elect not to renew Coach SUNSERI's employment as Assistant 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.

ARTICLE II – COMPENSATION

Section 2.1. As payment and consideration for the services to be performed by Coach SUNSERI under this Agreement, the University agrees to pay Coach SUNSERI an annual salary ("Base Pay") according to the following schedule of total annual salary, subject to all applicable state and federal tax reporting and withholding requirements:

January 13, 2012 through February 29, 2012:	Prorated portion of \$275,000.00 per annum
March 1, 2012 through February 28, 2013:	\$275,000.00
March 1, 2013 through February 28, 2014:	\$275,000.00
March 1, 2014 through February 28, 2015:	\$275,000.00

The University shall pay the Base Pay to Coach SUNSERI in twelve (12) equal monthly installments in accordance with the University's customary monthly payroll procedures. The Base Pay shall not be increased in accordance with any across-the-board salary increase authorized or mandated for University employees by the State of Tennessee or the University.

Section 2.2. The University agrees to pay Coach SUNSERI additional compensation payable from income earned by the University under various broadcast or endorsement or consultation contracts ("Supplemental Pay") according to the following schedule of total annual payments, subject to all applicable state and federal tax reporting and withholding requirements:

January 13, 2012 through February 29, 2012:	Prorated portion \$475,000.00 per annum
March 1, 2012 through February 28, 2013:	\$475,000.00
March 1, 2013 through February 28, 2014:	\$525,000.00
March 1, 2014 through February 28, 2015:	\$575,000.00

The University shall pay the Supplemental Pay to Coach SUNSERI in twelve (12) equal monthly installments in accordance with the University's customary monthly payroll procedures. In consideration of this additional compensation, Coach SUNSERI agrees, as directed by the Chancellor of the University ("Chancellor") or the Vice Chancellor and Athletics Director ("Athletics Director"), to participate in radio, television, and other media shows, programs and appearances relating to the University's multi-media rights contract; carry out endorsement or

consultation services relating to the University's contracts with athletics shoe, equipment, or apparel manufacturers, or endorsement or consultation contracts entered into by the University or the University's multi-media rights partner; and perform various public relations services on behalf of the University. Such services shall not unreasonably interfere with games, practices or recruiting, or preparation for games or practices.

Section 2.3. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for Coach SUNSERI to assist the football team in achieving the goals described below, the University agrees to pay Coach SUNSERI, if earned, annual incentive compensation in an amount equal to the sum of the percentages of Total Compensation described in the following subsections, subject to all applicable state and federal tax reporting and withholding requirements:

- (a) 4% of Total Compensation for playing in the SEC Championship Football Game.
- (b) 8% of Total Compensation for playing in any post-season bowl game; 12% of Total Compensation for playing in the Chick-Fil-A, Cotton, Outback, or Capital One bowls, or their successors; or 16% of Total Compensation for playing in a post-season game that, at the time of the execution of this Agreement, is part of the Bowl Championship Series (BCS). It is understood that Coach SUNSERI shall receive only one incentive payment under this subsection 2.3(b), which shall be based on the highest goal achieved.
- (c) 4% of Total Compensation for winning the BCS National Championship game or its successor.

For purposes of this Section 2.3, the term "Total Compensation" shall mean the sum of the Base Pay and Supplemental Pay as of February 1 following the conclusion of the football season in which the goal was achieved. Annual incentive compensation due under this Section 2.3 shall be paid by the University on or before March 1 following the conclusion of the football season in which the goal was achieved. The total annual incentive compensation due to Coach SUNSERI under this Section 2.3 following any football season shall not exceed \$125,000. Incentive compensation described in this Section 2.3 shall be earned by and payable to Coach SUNSERI only if Coach SUNSERI is employed as an Assistant Football Coach at the University on the day of the event that forms the basis for the incentive compensation.

Section 2.4. Pursuant to the courtesy vehicle program of the Tennessee Athletics Department now in effect or hereafter amended, the University, in its sole discretion, may provide Coach SUNSERI with either: (1) one vehicle of a quality, in terms of make and model, similar to vehicles provided to other University assistant coaches, for his personal use; or (2) compensation in the amount of \$6,000 per year, payable in twelve (12) equal monthly installments, as a vehicle allowance in lieu of Coach SUNSERI's participation in the courtesy vehicle program. It is understood and agreed that such vehicle or any vehicle allowance shall not be construed to be part of the consideration of this Agreement, and the benefit described in this Section 2.4 may be terminated at any time at the exclusive option of the University. Coach SUNSERI will be solely responsible for maintaining insurance on the vehicle, for paying fuel costs, and for otherwise complying with the courtesy vehicle program.

Section 2.5. The University shall promptly pay Coach SUNSERI's reasonable moving expenses one time in accordance with University Rules.

Section 2.6. As a regular full-time employee of the University, Coach SUNSERI is entitled to the same fringe benefits as other regular full-time employees. The Base Pay shall be used to determine benefits that are based on salary.

Section 2.7. Coach SUNSERI understands and agrees that federal and state law limit the compensation on which the University may make retirement contributions. The University agrees to make the maximum annual amount of retirement contributions allowed by federal and state law for Coach SUNSERI. Retirement contributions shall be made periodically in accordance with the University's business practices.

ARTICLE III – TERMINATION

Section 3.1. Termination by University Without Cause

Section 3.1.1. In its sole discretion and at any time during the term of this Agreement, the University may elect to terminate this Agreement without cause upon written notice to Coach SUNSERI. If the University

terminates this Agreement without cause, the University shall pay Coach SUNSERI liquidated damages in an amount equal to the monthly rate of the sum of Base Pay and Supplemental Pay described in Article II times the number of months remaining in the term of this Agreement, with any part of a month prorated. Payment of the liquidated damages shall be made in equal monthly installments over the remaining term of this Agreement, subject to all applicable state and federal tax reporting and withholding requirements, with the first payment due on or before the last day of the month following the date of termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief.

Section 3.1.2. In no event shall the University's liability in the event of a termination without cause pursuant to this Section 3.1 include payment of fringe benefits, the payment of accrued and unused annual leave, the amounts payable under Article II, or any other athletically related income or benefits derived by virtue of Coach SUNSERI's position as Assistant Football Coach. Coach SUNSERI understands and agrees that the University's decision to terminate this Agreement without cause is not subject to any University Rules.

Section 3.1.3. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement without cause by the University prior to its expiration may cause Coach SUNSERI to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Coach SUNSERI's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Coach SUNSERI shall constitute adequate and reasonable compensation to Coach SUNSERI for any damages and injuries suffered by Coach SUNSERI because of such termination by the University. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.1.4. The automatic termination of this Agreement upon the death or disability of Coach SUNSERI, as provided in Section 3.4 of this Agreement, shall not give rise to a right to liquidated damages pursuant to this Section 3.1.

Section 3.1.5. Coach SUNSERI is required to use his reasonable best efforts to mitigate the University's obligation to pay liquidated damages under this Section 3.1 by making reasonable and diligent efforts as soon as practicable following termination to obtain another comparable employment or paid services position. Without limiting the types of positions that are comparable, Coach SUNSERI agrees that the following positions shall be deemed comparable for the purpose of this Section 3.1.5: assistant or head football coach at a college or university; professional football assistant or head coach; athletics administrator at a college or university; and media commentator or analyst with a national, regional, or local network, broadcast station, cable or satellite company. If, following a termination of this Agreement by the University pursuant to this Section 3.1, Coach SUNSERI obtains any other comparable employment or paid services position prior to the date this Agreement would have expired, the parties agree that the liquidated damages owed by the University pursuant to Section 3.1 shall be offset and reduced dollar-for-dollar by the gross income received, either directly or indirectly, from the comparable employment position or other paid services position, which shall include base salary or wages, endorsement pay, talent fees, consulting fees, honoraria, coaching related publications, speaking engagements, and other income of any kind whatsoever. Coach SUNSERI shall not structure the timing of income in order to avoid his obligations or the reduction of liquidated damages owed by the University under this Section 3.1. While the University's obligation to pay liquidated damages is in effect, and for a period of six (6) months thereafter, Coach SUNSERI shall provide the University with a written accounting all gross income received or earned by him during the immediately preceding quarter. The parties expressly agree that Coach SUNSERI's obligation to report all gross income to the University shall survive termination of the Agreement under this Section 3.1 for the entire period in which the University's obligation to pay liquidated damages is in effect, plus an additional period of six (6) months. If Coach SUNSERI fails either to notify the University of his employment in another comparable employment position or other paid services position or to provide the quarterly written reports of gross income after the University sends a formal, written request to Coach SUNSERI to do so, then, after giving Coach SUNSERI fourteen (14) days' written notice, the University's obligation to continue paying liquidated damages to Coach SUNSERI shall cease.

Section 3.1.6. Coach SUNSERI agrees that nothing in this Section 3.1 shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Section 3.2, Article V, and Article X.

Section 3.2. Termination by University for Cause

Section 3.2.1. In addition to the grounds for termination of this Agreement under any other part of this Agreement, including but not limited to Section 3.1, Article V, and Article X, Coach SUNSERI agrees that the University has the right to terminate this Agreement for cause under this Section 3.2 at any time prior to its expiration.

Section 3.2.2. For purposes of this Section 3.2, the term “for cause” shall include, but not be limited to, any one or more of the following as determined in the reasonable and good faith judgment of the University:

- (a) conduct or a pattern of conduct by Coach SUNSERI which constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules, whether the conduct occurred during Coach SUNSERI’s employment with the University or another NCAA-member institution;
- (b) conduct or a pattern of conduct by a University employee under Coach SUNSERI’s supervision or subject to his control or authority which: (i) constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules; and (ii) Coach SUNSERI knew or should have known about with reasonable diligence, whether the conduct occurred during Coach SUNSERI’s employment with the University or another NCAA-member institution;
- (c) failure of Coach SUNSERI to report immediately to the Athletics Director or Athletics Compliance Office any actual knowledge of or reasonable cause to believe that violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (d) an act by Coach SUNSERI constituting a prohibited conflict of interest under University Rules or applicable state law;
- (e) neglect or inattention by Coach SUNSERI to the standards, duties, and responsibilities generally expected of University employees and specifically required of Coach SUNSERI under this Agreement if: (i) in the University’s reasonable and good faith judgment, the breach is capable of being cured and Coach SUNSERI fails to cure the material breach within thirty (30) days after written notice by the University specifying the nature of the breach; or (ii) in the University’s reasonable and good faith judgment, the breach is not capable of being cured.
- (f) one or more acts of fraud by Coach SUNSERI in the performance of his duties and responsibilities under this Agreement;
- (g) the provision of false, misleading, or incomplete information relevant to the conduct of University business, including but not limited to information provided by Coach SUNSERI to the University during the interviewing and hiring process for the position of Assistant Football Coach, if COACH SUNSERI knew or should have known the information was false, misleading, or incomplete;
- (h) counseling or instructing by Coach SUNSERI of any coach, football staff member, current or former student-athlete, student, or person to fail or refuse to respond accurately and fully within a reasonable time to any inquiry or request concerning a matter relevant to the athletics programs of the University or of another institution of higher education which shall be propounded by the NCAA, SEC, the University, or other governing body having supervision over the athletics program of the University, or which shall be required by law, Governing Athletic Rules, or University Rules;

- (i) conviction of Coach SUNSERI of a criminal act that constitutes either (i) a felony or (ii) a misdemeanor involving moral turpitude (excluding minor traffic offenses);
- (j) prolonged absence by Coach SUNSERI from his duties under this Agreement, without the consent of the Athletics Director;
- (k) soliciting, placing, or accepting by Coach SUNSERI of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any person under Coach SUNSERI's control or authority, including without limitation a student-athlete;
- (l) furnishing by Coach SUNSERI of information or data relating in any manner to football, or any other sport, or any student-athlete, to any individual known by Coach SUNSERI to be, or whom Coach SUNSERI should reasonably know to be, a gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Coach SUNSERI with such person;
- (m) failure by Coach SUNSERI to fully cooperate in the enforcement and implementation of any drug testing program established by the University, the SEC, the NCAA, or any other governing athletic body, for student-athletes;
- (n) conduct of Coach SUNSERI which reflects adversely on the University or its athletics program;
- (o) gross misconduct by Coach SUNSERI, as defined by University personnel policy now in effect or hereafter adopted by the University. "Gross misconduct" is currently defined by University personnel policy to include the following: theft or dishonesty; gross insubordination; willful destruction of University property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; illegal use, manufacture, possession, distribution, or dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behavior by the employee; or
- (p) any other material breach by Coach SUNSERI of his duties or responsibilities under this Agreement if: (i) in the University's reasonable and good faith judgment, the breach is capable of being cured and Coach SUNSERI fails to cure the material breach within thirty (30) days after written notice by the University specifying the nature of the breach; or (ii) in the University's reasonable and good faith judgment, the breach is not capable of being cured.

Section 3.2.3. The grounds for termination contained in Section 3.2.2 are separate and independent grounds for termination, and one ground for termination shall not be interpreted in any manner to modify, explain, or restrict any other ground for termination provided for anywhere in this Agreement.

Section 3.2.4. In its sole discretion, the University may suspend Coach SUNSERI with pay pending an investigation or decision relating to termination for cause under this Section 3.2.

Section 3.2.5. Upon termination of this Agreement for cause, Coach SUNSERI shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach SUNSERI waives any and all rights to receive compensation for his accrued and unused annual leave.

Section 3.2.6. For any one or more acts, omissions, or events that could be grounds for termination for cause under this Section 3.2, the University may take other disciplinary or corrective action against Coach SUNSERI short of terminating this Agreement. Other disciplinary or corrective action may include, but is not limited to, one or more of the following: (a) written reprimand; (b) suspension with pay; (c) suspension without pay; or (d) reassignment to a position that does not involve contact with prospective or enrolled student-athletes or representatives of the University's athletics interests. No such disciplinary or corrective

action shall be construed to conflict with or limit the University's right to terminate this Agreement during or subsequent to such disciplinary or corrective action.

Section 3.2.7. Prior to the effective date of termination of Coach SUNSERI's employment or suspension of Coach SUNSERI without pay under this Section 3.2, the University shall afford Coach SUNSERI notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed termination or suspension. If the University terminates Coach SUNSERI's employment or suspends him for a period of time without pay under this Section 3.2, the University shall afford Coach SUNSERI a post-termination or post-suspension opportunity to contest the action in accordance with the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated 4-5-301 *et seq.*

Section 3.2.8. In its sole discretion, the University may elect to terminate this Agreement for cause under this Section 3.2 but offer Coach SUNSERI continued employment with or without a new employment agreement.

Section 3.2.9. Coach SUNSERI agrees that nothing in this Section 3.2 shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Section 3.1, Article V, and Article X.

Section 3.3. Termination by Coach SUNSERI

Section 3.3.1. Coach SUNSERI shall have the right to terminate this Agreement at any time. In the event Coach SUNSERI elects to terminate this Agreement, he shall pay liquidated damages to the University in an amount equal to 33% of the total compensation (calculated as Base Pay plus Supplemental Pay) for the contract year during which the termination occurs. The liquidated damages shall be payable in full within sixty (60) days of the date of termination. The liquidated damages in section 3.3.1 shall be waived if Coach Sunseri is named head coach of a collegiate or NFL football program within sixty (60) days of terminating this agreement. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief. Upon the termination of this Agreement by Coach SUNSERI, Coach SUNSERI waives any and all rights to receive compensation for his accrued and unused annual leave. The liquidated damages may be waived by the University in writing signed by the Athletics Director. Nothing in this Section 3.3 shall be construed to require payment of liquidated damages as a result of an automatic termination pursuant to Section 3.4.

Section 3.3.2. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach SUNSERI's promise to work for the University for the entire term of this Agreement is an essential consideration in the University's decision to employ him as Assistant Football Coach and the fact that the University will commit substantial financial resources to the success of the football program and that if Coach SUNSERI terminates his employment with the University, the University will suffer damages the amount, nature, and extent of which are difficult to determine and which may include, but not be limited to, additional expenses to search for another Assistant Football Coach, salary or other compensation to hire another Assistant Football Coach, and tangible and intangible detriment to the football program of the University and support of its fans and donors. Accordingly, Coach SUNSERI acknowledges and agrees that the amount of liquidated damages set forth in Section 3.3.1 is a reasonable and fair approximation of the harm that the University will incur in the event of such termination by Coach SUNSERI. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 3.3.3. Coach SUNSERI shall immediately notify the head football coach in the event Coach SUNSERI has any direct or indirect contact with or from any entity, or agent or representative of the entity's athletics interests, regarding potential employment by or with another college or university or a professional football organization.

Section 3.4. Termination upon Death or Disability of Coach SUNSERI

Section 3.4.1. This Agreement shall terminate automatically upon the death of Coach SUNSERI, and all salary, compensation, benefits, and perquisites shall terminate as of the calendar month in which death occurs,

except that the executor or administrator of Coach SUNSERI's estate or other beneficiary specifically designated in writing shall be paid any death benefits due Coach SUNSERI under any University Rules now in effect or hereafter adopted by the University.

Section 3.4.2. This Agreement shall terminate automatically if Coach SUNSERI becomes disabled. "Disabled" shall mean physical or mental incapacity of a nature that prevents Coach SUNSERI, in the reasonable and good faith judgment of the University, from performing an essential function of the position of Assistant Football Coach for a period of one hundred twenty (120) consecutive calendar days. If this Agreement is terminated because Coach SUNSERI becomes disabled, all salary, compensation, benefits, and perquisites shall terminate, except that Coach SUNSERI shall receive: (a) any disability benefits to which he is entitled under any disability program in which he is enrolled; and (b) compensation for his accrued and unused annual leave.

ARTICLE IV – DUTIES AND RESPONSIBILITIES

Coach SUNSERI shall perform, to the reasonable satisfaction of the Athletics Director, the duties and responsibilities of Assistant Football Coach, which shall include without limitation:

- (a) Coaching a position or group of positions, including overseeing and managing his respective football unit;
- (b) Performing recruiting activities at the direction of the Head Football Coach;
- (c) Performing his duties and personally comporting himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the University. At all times, Coach SUNSERI shall use his best efforts to promote an environment in which all employees and students under Coach SUNSERI's supervision, or subject to Coach SUNSERI's control or authority, comport themselves in a like manner;
- (d) Becoming knowledgeable of and complying with any and all Governing Athletic Rules and University Rules;
- (e) Reporting immediately to the Athletics Director or the Athletics Compliance Office any actual knowledge of or reasonable cause to believe that one or more violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (f) Cooperating fully in any investigation of any aspect of the University's intercollegiate football program or intercollegiate athletics program, whether by the NCAA, the SEC, or the University;
- (g) Working cooperatively with athletics compliance personnel on compliance matters and Governing Athletic Rules education;
- (h) Performing public relations, alumni relations, community service, and fundraising functions;
- (i) Performing other duties described elsewhere in this Agreement;
- (j) Performing other duties ordinarily associated with and performed by an Assistant Football Coach at a major university that participates in intercollegiate men's football competition at the NCAA Division I Football Bowl Subdivision level; and
- (k) Performing other reasonable duties as may be assigned by the Head Football Coach, the Athletics Director, and/or their designees from time to time.

ARTICLE V – ENFORCEMENT OF GOVERNING ATHLETIC RULES

Section 5.1. Coach SUNSERI agrees that the University, as a member of the NCAA, is required to apply and enforce certain Governing Athletic Rules with respect to all institutional staff members through appropriate disciplinary or corrective action and is further required by NCAA Bylaw 11.2.1 and SEC Bylaw 19.8 to include the following

stipulation in this Agreement: If Coach SUNSERI is found in violation of Governing Athletic Rules, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, Article 4 of the SEC Constitution, and/or SEC Bylaw 19.8, including suspension without pay or termination of employment for significant or repetitive violations, whether the violation(s) occurred while Coach SUNSERI was employed by the University or during prior employment at another NCAA member institution. For the purposes of this Agreement, the phrase "significant or repetitive violations" shall mean any major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation.

Section 5.2. Coach SUNSERI agrees that a finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee), or an agreed-on finding approved by the NCAA Committee on Infractions in the course of a summary disposition, that Coach SUNSERI has engaged in or condoned a major violation of one or more Governing Athletic Rules shall constitute a material breach of this Agreement that is not capable of being cured, and the University, in its sole discretion, may elect to terminate this Agreement, suspend Coach SUNSERI without pay, or take other disciplinary or corrective action against Coach SUNSERI as set forth in the provisions of the NCAA enforcement procedures upon written notice to Coach SUNSERI within sixty (60) days of the finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) or the NCAA Committee on Infractions' approval of the agreed-on finding, whether the violation(s) occurred while Coach SUNSERI was employed by the University or during prior employment at another NCAA member institution.

Section 5.3. Coach SUNSERI agrees to comply with any penalty imposed by the Commissioner of the SEC pursuant to Governing Athletic Rules, including but not limited to, SEC Bylaw 4.4.3.

Section 5.4. Upon termination of this Agreement pursuant to this Article V, Coach SUNSERI shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach SUNSERI waives any and all rights to receive compensation for his accrued and unused annual leave upon termination of this Agreement pursuant to this Article V.

Section 5.5. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article V but offer Coach SUNSERI continued employment with or without a new employment agreement.

Section 5.6. Prior to implementing any disciplinary or corrective action as contemplated by this Article V against Coach SUNSERI based on a finding by the SEC, NCAA Committee on Infractions, or, if appealed, the NCAA Infractions Appeals Committee, the University shall afford Coach SUNSERI notice and a reasonable opportunity to meet with the Athletics Director and the Human Resources Officer for the Athletics Department to respond to the proposed disciplinary or corrective action. Coach SUNSERI voluntarily waives all rights to a post-termination or post-suspension opportunity to contest a termination or suspension without pay pursuant to this Article V under University Rules and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 5.7. Nothing in this Article V shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Article III and Article X.

ARTICLE VI – OUTSIDE INCOME AND ACTIVITIES

Section 6.1. Outside Income

Section 6.1.1. Coach SUNSERI understands and agrees that he shall receive the prior written approval of the Athletics Director and the Chancellor for all athletically-related income and benefits from sources outside the University. Sources of such income and benefits shall include, but are not limited to, income and benefits from: annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television, radio, and other media programs; endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers; and any other outside activities described in Section 6.2.

Section 6.1.2. Coach SUNSERI shall submit an annual written detailed report of all athletically related income and benefits from sources outside the University to the Chancellor, through the Athletics Director, on or before August 1 of each year. Upon request, the University shall have reasonable access to all records of Coach SUNSERI necessary to verify the information contained in such report.

Section 6.2. Outside Activities

Section 6.2.1. Coach SUNSERI understands and agrees that all football camps conducted at University facilities shall be operated through the University and in accordance with University Rules, and that all compensation for coaches and staff shall be paid through the University's payroll or its disbursement voucher system. Coach SUNSERI may use the University's name and logo in connection with any football camps or clinics he conducts at University facilities with prior written approval from the Athletics Director, or his or her designee.

Section 6.2.2. Coach SUNSERI shall not, by any statements or appearances on television, on radio, in newspapers, or in magazines or other published media or any promotional material, personally or officially endorse, promote, or advertise for commercial purposes any product or service unless prior written approval has been granted by the Athletics Director and the Chancellor in accordance with Article VI, Section 6.1.1 of this Agreement. Coach SUNSERI shall also receive annual prior written approval from the Athletics Director and the Chancellor for any use, directly or by implication, of the University's name, logo, or other University trademark in the endorsement of commercial products or services. With the required prior written approvals, and subject to limitations arising out of any University contracts with third parties concerning media rights or the endorsement, promotion, or advertisement of commercial products or services, Coach SUNSERI may undertake commercial endorsements in which he identifies himself as a University Assistant Football Coach. Coach SUNSERI shall include all income and benefits derived from such endorsement activities in the report of all athletically-related income and benefits he must file annually in accordance with Article VI, Section 6.1.2 of this Agreement. All such endorsements shall cease at the termination of Coach SUNSERI's employment as an Assistant Football Coach for the University.

Section 6.2.3. Coach SUNSERI may serve on corporate boards of directors or enter into personal service contracts for outside employment services, provided (a) prior written approval of the Athletics Director and the Chancellor of the University is received and all income and benefits are reported annually in accordance with Article VI, Section 6.1; (b) such activities do not interfere or conflict with his duties at the University; and (c) University facilities and resources are not used.

Section 6.2.4. The University further agrees that Coach SUNSERI may write for publications and speak before public gatherings, provided said writings and speeches are made in the same professional way and manner expected of any member of the administrative staff of the University. The University expressly agrees that any compensation received for such speeches and writings by Coach SUNSERI in the form of honoraria, royalties, and the like may be retained by him in addition to compensation set forth herein; provided, however, that if the University reimburses Coach SUNSERI or otherwise pays for travel or other expenses associated with the receipt of an honorarium, the honorarium shall be remitted in full to the University.

Section 6.2.5. Coach SUNSERI understands and agrees that the University has no responsibility or liability for any claim arising out of Coach SUNSERI's performance of the activities described in Section 6.2 or for any other activity outside the scope of his University employment. In no event shall Coach SUNSERI usurp any corporate opportunities of the University or engage in an activity involving a conflict of interests with his University duties. Outside activities are independent of Coach SUNSERI's employment with the University, and the University shall have no responsibility or liability for any claims arising from Coach SUNSERI's outside activities.

ARTICLE VII – INTELLECTUAL PROPERTY

Section 7.1. Coach SUNSERI grants the University the right during the term of this Agreement to use, and the right to grant to others use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, or facsimile image in any manner in connection with any radio, television, and other media shows, programs and appearances, or in connection with any endorsement or consultation contracts entered into by the University or the University's multi-media rights partner.

Section 7.2. Coach SUNSERI covenants and agrees that the University retains, owns, and controls all intellectual property and media rights relating to the University's football program and Athletics Department, including but not limited to all television, radio, internet, and any other form of written or electronic media now known or developed in

the future related to the University's football program and Athletics Department, whether produced by the University or through a third-party. Coach SUNSERI further covenants and agrees that the University shall have the exclusive right to designate the media rights and intellectual property holder for all forms of media created during the term of this Agreement.

Section 7.3. Coach SUNSERI covenants and agrees that, upon termination of this Agreement, the University shall have the right to continue through completion any contracts, endorsement agreements, sponsorship agreements, or similar arrangements that were entered into during the term of this Agreement and which contain Coach SUNSERI's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach SUNSERI shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.4. Coach SUNSERI covenants and agrees that, upon termination of this Agreement, the University shall have the right, but not the obligation, to continue to use, and to authorize, license, or grant any sponsor, manufacturer, media rights company, or vendor the right to use, any intellectual property or media rights relating to the football program, the Athletics Department, or Coach SUNSERI's employment that were created or produced during the term of this Agreement, notwithstanding the fact that such intellectual property or media rights may contain Coach SUNSERI's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach SUNSERI shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 7.5. Except as otherwise provided in this Agreement, Coach SUNSERI shall retain all rights in and to his name and endorsement. Upon termination of this Agreement, the University shall have no further right to the continued or future use Coach SUNSERI's name or endorsement, except as provided in this Article VII.

Section 7.6. The rights and obligations described in this Article VII shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE VIII – LIMITATION OF REMEDIES AND WAIVER OF CLAIMS

In any instance of a suspension of Coach SUNSERI or a termination of this Agreement pursuant to Articles III, V, or X, except as expressly provided for in this Agreement, the University shall have no liability whatsoever to Coach SUNSERI, nor shall Coach SUNSERI be entitled to receive, and Coach SUNSERI hereby waives and releases any and all claims that Coach SUNSERI or his personal representatives may have against the University, its trustees, officers, employees, or agents, and their respective successors, heirs, and assigns for: (a) payment of fringe benefits; (b) accrued and unused annual leave; (c) the amounts payable under Article II or any other athletically related income or benefits derived by virtue of Coach SUNSERI's position as Assistant Football Coach; (d) any direct or consequential damages by reason of any economic loss, including, but without limitation, loss of outside or collateral business income or opportunities, talent fees, earning capacity, incentive and supplemental income, benefits, or perquisites; and/or (e) alleged humiliation or defamation resulting from the fact of termination or suspension, the public announcement thereof, or the University's release of information or documents required by law. Coach SUNSERI acknowledges that in the event of the termination of this Agreement for cause, without cause, or otherwise, Coach SUNSERI shall have no right to occupy the position of Assistant Football Coach and Coach SUNSERI's sole remedies are provided for in this Agreement and shall not extend to injunctive relief. In the event a termination of this Agreement by the University under Section 3.2, Article V, or Article X is ultimately found to be a breach of this Agreement by the Tennessee Claims Commission or a court of competent jurisdiction, after any available appeals have been exhausted, Coach SUNSERI's remedies shall be limited to the liquidated damages described in Article III according to the date of termination, in lieu of any and all other legal remedies or equitable relief.

ARTICLE IX – INDEMNITY

Coach SUNSERI shall indemnify the University against all attorney's fees incurred by the University in connection with any investigation or proceeding resulting in a finding by the University or by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) that (a) Coach SUNSERI has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation; or (b) a person under Coach SUNSERI's supervision or subject to his control or authority has engaged in or condoned a major violation of one or more

Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation if Coach SUNSERI knew or should have known about the violation(s) with reasonable diligence. This obligation shall apply regardless of whether the University terminates this Agreement or Coach SUNSERI's employment. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

**ARTICLE X – MATERIAL INDUCEMENT FOR UNIVERSITY’S AGREEMENT
AND RESERVATION OF RIGHTS**

Section 10.1. As a material inducement to the University to execute and perform this Agreement, Coach SUNSERI represents and warrants the following to the University:

- (a) he did not misrepresent information, withhold information, or provide incomplete or false information during the University’s process of interviewing and hiring Coach SUNSERI for the position of Assistant Football Coach;
- (b) he has reported any violations of any Governing Athletic Rules or University Rules from the date of his employment by the University through the date on which he executed this Agreement to the Athletics Director or the Athletics Compliance Office; and
- (c) he has no knowledge of or reasonable cause to believe there exists an unreported violation or potential violation of any Governing Athletic Rules or University Rules by any assistant coach, staff member, or any other person associated with the football program prior to the date on which he executed this Agreement.

Section 10.2. Coach SUNSERI agrees that a breach of any representation or warranty contained in Section 10.1 shall be a material breach of this Agreement that is not capable of being cured, and the University in its sole discretion may elect to terminate this Agreement upon written notice to Coach SUNSERI. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article X but continue Coach SUNSERI’s employment with or without a new employment agreement. Coach SUNSERI voluntarily waives all rights to a post-termination opportunity to contest a termination pursuant to this Article X under University policies and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 10.3. Upon termination of this Agreement pursuant to this Article X, Coach SUNSERI shall not be entitled to further salary, compensation, benefits, or perquisites from the University, including but not limited to any and all rights to receive compensation for his accrued and unused annual leave.

Section 10.4. Coach SUNSERI agrees that nothing in this Article X shall be construed to conflict with or limit the University’s rights set forth in any other Article of this Agreement, including but not limited to Article III and Article V.

ARTICLE XI – DEFINITIONS

The following words, terms, or phrases, when used in this Agreement, shall have the following meanings:

Section 11.1. “Governing Athletic Rules” shall mean: (1) any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated by the National Collegiate Athletic Association (“NCAA”) or the Southeastern Conference (“SEC”) or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the University’s intercollegiate athletics program; and (2) any and all state or federal laws or regulations regulating college athletics, coaches, staff, student-athletes, or competition.

Section 11.2. “NCAA” shall mean the National Collegiate Athletic Association and its successors.

Section 11.3. “SEC” shall mean the Southeastern Conference and its successors or any other athletic conference of which the University may be a member.

Section 11.4. “University” shall mean The University of Tennessee and its campus located in Knoxville,

Tennessee.

Section 11.5. “University Rules” shall mean any and all present or future policies, procedures, rules, regulations, and guidelines of the University.

ARTICLE XII – MISCELLANEOUS

Section 12.1. This Agreement contains the complete agreement between the parties concerning Coach SUNSERI’s employment as the University’s Assistant Football Coach. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement.

Section 12.2. This Agreement may only be modified by a writing signed by Coach SUNSERI and the Athletics Director, Chancellor, and the Chief Financial Officer of the University.

Section 12.3. The invalidity of any portion of this Agreement shall not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 12.4. Coach SUNSERI acknowledges that no policy or procedures manual, faculty or staff handbook, course of conduct, practice, award, commendation, promotion, transfer, or length of service creates any express or implied contract modifying any part of this Agreement.

Section 12.5. This Agreement shall be interpreted in accordance with Tennessee law.

Section 12.6. The captions of the various provisions contained in this Agreement are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

Section 12.7. Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and either (a) delivered in person, (b) sent by United States mail, with first class postage prepaid, (c) sent via electronic mail, or (d) sent by a nationally recognized delivery service. Notice shall be deemed given when the written notice is (a) delivered in person, (b) placed in the United States mail, (c) sent via electronic mail, or (d) placed with a nationally recognized delivery service. Notice to Coach SUNSERI shall be sent to his campus office or to his University-provided e-mail account(s). Coach SUNSERI shall promptly notify the Athletics Director of any change in the name or address of the person to whom a duplicate copy of notice shall be sent. Notice to the University shall be delivered to the Athletics Director at his or her campus office.

Section 12.8. All documents, files, records, materials (in any format, including electronically stored information), equipment, or other property, including without information, personnel records, recruiting records, team information, athletic equipment, films, videos, statistics, keys, credit cards, laptop computers, software programs, and electronic communication devices, furnished to Coach SUNSERI by the University or developed by Coach SUNSERI at the University’s direction or for the University’s use or otherwise in connection with Coach SUNSERI’s employment with the University are and shall remain the sole and confidential property of the University. Within three (3) days of the expiration or termination of this Agreement, Coach SUNSERI shall complete the University’s exit procedure, including returning all University property in his possession. The foregoing provisions shall not apply to Coach SUNSERI’s personal notes, personal playbooks, memorabilia, diaries, and similar personal records of Coach SUNSERI, which he is entitled to retain.

Section 12.9. Upon the expiration or earlier termination of this Agreement for any reason, Coach SUNSERI agrees that the University shall be entitled to withhold and deduct from any final payment of any kind that is owed to Coach SUNSERI by the University the amount of any indebtedness owed to the University by Coach SUNSERI.

Section 12.10. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

Section 12.11. It is expressly agreed that nothing contained in this Agreement shall be construed to constitute a waiver or relinquishment by the University of any rights to claim such exemptions, privileges, and immunities as may be provided by law.

Section 12.12. Coach SUNSERI may not assign, pledge, or encumber his rights, interests, or obligations under this Agreement.

Section 12.13. Each party hereto shall be viewed as an equal participant to the drafting of this Agreement, and each party agrees that there shall be no presumption against the drafting party.

Section 12.14. Coach SUNSERI acknowledges that he has read and understands this Agreement and agrees that its provisions are reasonable and enforceable and that he will abide by them.


Section 12.15. The parties agree that the effective date of this Agreement shall be February 1, 2012, even if the Agreement's execution date is subsequent thereto.

Section 12.16. This Agreement shall not be binding on the University until signed by the Chancellor and the University's Chief Financial Officer. Coach SUNSERI expressly acknowledges that the Athletics Director does not have authority to bind the University with respect to this Agreement, any amendment of this Agreement, or Coach SUNSERI's employment as the University's Assistant Football Coach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

THE UNIVERSITY OF TENNESSEE

By:


Jimmy G. Cheek, Chancellor
The University of Tennessee,
Knoxville

Date



Charles M. Peccolo, Jr.
Treasurer and Interim Chief Financial Officer
The University of Tennessee

Date


Dave Hart

Vice Chancellor and Athletics Director
The University of Tennessee, Knoxville

Date

COACH SAL SUNSERI


SAL SUNSERI

3-25-12

Date