

**AMENDMENT NUMBER 1 TO EMPLOYMENT AGREEMENT  
HEAD FOOTBALL COACH**

This is Amendment Number 1 (“Amendment”) to the Employment Agreement (“Agreement”) between THE UNIVERSITY OF TENNESSEE (“University”) and LYLE “BUTCH” JONES (“Coach”) that Coach executed on August 19, 2013, and the University executed on August 27, 2013.

**WITNESSETH:**

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

1. The parties agree to extend the term of the Agreement by two (2) years. Accordingly, Article I, Section 1.2 of the Agreement is amended by deleting the date of “February 28, 2019” and inserting instead the date of “February 28, 2021.”
2. Article II, Section 2.2 of the Agreement is amended by deleting the language “Two Million Seven Hundred and Five Thousand Dollars (\$2,705,000)” and inserting instead the language “Three Million Three Hundred and Fifty Five Thousand Dollars (\$3,355,000).”
3. Article II, Section 2.4 of the Agreement is amended by deleting the current language in subsection b. in its entirety and inserting instead the following language:
  - b. A maximum of one (1) of the following (payment based on highest goal achieved in this subsection):
    - i. Winning the College Football Playoff Championship Game \$500,000
    - ii. Appearing in the College Football Playoff Championship Game \$400,000
    - iii. Appearing in the College Football Playoff \$350,000
    - iv. Appearing in a “New Year’s Six” Bowl Game \$300,000
    - v. Appearing in the Citrus Bowl or Outback Bowl \$200,000
    - vi. Appearing in any other bowl game \$100,000
4. Article III, Section 3.3.1 of the Agreement is amended by deleting the current language in its entirety and inserting instead the following language:

**Section 3.3.1.** Coach shall have the right to terminate this Agreement at any time without cause. If Coach terminates this Agreement without cause, then Coach shall, directly or indirectly, pay the University liquidated damages according to the following schedule:

<u>Date of Termination by Coach</u>	<u>Liquidated Damages Owed</u>
Prior to February 29, 2016	\$4,000,000
March 1, 2016 – February 28, 2017	\$3,000,000
March 1, 2017 – February 28, 2018	\$2,000,000
March 1, 2018 – February 28, 2019	\$2,000,000
March 1, 2019 – February 29, 2020	\$2,000,000

Payment of the liquidated damages shall be made within ninety (90) days of the termination of 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 without cause, Coach waives

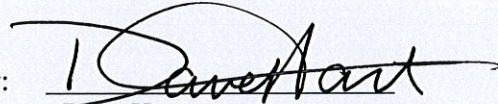
any and all rights to receive compensation for his accrued and unused annual leave. The liquidated damages may be waived by the University in writing signed by either the Chancellor or the Chief Financial Officer. Nothing in this Section 3.3 shall be construed to require payment of liquidated damages as a result of an automatic termination pursuant to Section 3.4.

Except as revised by this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

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

**THE UNIVERSITY OF TENNESSEE**

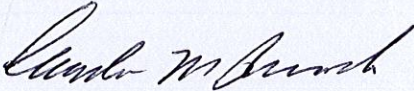
By:

  
Dave Hart

Vice Chancellor and Director of Athletics

Dec. 8, 2014

Date

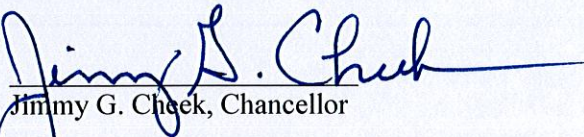


Charles M. Peccolo, Jr.

Treasurer and Chief Financial Officer

12/10/14

Date



Jimmy G. Cheek, Chancellor

12/9/14

Date

**LYLE "BUTCH" JONES**



Lyle "Butch" Jones

12/8/14

Date