

March 27, 2015

VIA HAND DELIVERY

Donnie Tyndall
Head Coach, Men's Basketball
Campus

Re: Termination of Employment Agreement

Dear Donnie:

The University of Tennessee ("University") is exercising its right to terminate your Employment Agreement with the University for cause, pursuant to Section 3.2.2(a), 3.2.2(f), and 3.2.2(q) of your Employment Agreement. The University understands that the NCAA has nearly concluded its investigation of the men's basketball program at the University of Southern Mississippi ("Southern Miss"), which has focused on the time period in which you were the head men's basketball coach at Southern Miss. The University's decision to terminate your Employment Agreement for cause is based on the information the University has received relating to that investigation, including without limitation information received by University representatives who participated in two NCAA interviews of former members of the Southern Miss men's basketball staff as well as the NCAA enforcement staff's interviews of you on November 18, 2014 and March 16, 2015.

**Cause under Section 3.2.2(a) of the Employment Agreement – Head Coach Control
Regarding Academic Misconduct and Impermissible Financial Aid**

Under NCAA bylaw 11.1.1.1, you, as the former head coach at Southern Miss, are presumed to be responsible for misconduct associated with the Southern Miss men's basketball program that constituted Level I and/or Level II violations (f/k/a major violations) unless you can demonstrate that you promoted an atmosphere of compliance within the Southern Miss men's basketball program and monitored the activities of all assistant coaches, graduate assistants, and other staff involved with the Southern Miss men's basketball program. The University believes that it is highly likely that the NCAA Division I Committee on Infractions (COI) will find that NCAA rules violations occurred during your tenure as the head men's basketball coach at Southern Miss, including without limitation Level I and/or Level II violations relating to academic misconduct and impermissible financial aid. The University has not seen documentation or heard evidence that demonstrates that you are likely to overcome the presumption under NCAA bylaw 11.1.1.1. As a result, the University believes that it is highly likely that the COI will find that you violated NCAA bylaw 11.1.1.1, which would constitute a Level I violation under NCAA bylaw 19.1.1(e).

Cause under Section 3.2.2(a) of the Employment Agreement – Impermissible Financial Aid

The University believes that it is highly likely that the COI will find that you committed Level I, Level II, and/or multiple Level III or IV violations during your tenure as the head men's basketball coach at Southern Miss, including without limitation violations of NCAA bylaw 15.01.2 relating to impermissible financial aid provided to student-athletes who were serving an academic year of residence as nonqualifiers.

Cause under Section 3.2.2(f) and Section 3.2.2(q) of the Employment Agreement – Deletion of E-Mails

On March 16, 2015, you acknowledged that, on or around November 18, 2014, you deleted e-mails contained in an e-mail account maintained at a prior institution, to which you still had access. You knew that e-mails sent to and from that e-mail account were the subject of questioning by the NCAA enforcement staff on November 18, 2014 and that the NCAA would be requesting you and/or the prior institution to provide copies of e-mails from that e-mail account. Those e-mails could have been relevant to the NCAA's investigation of Southern Miss and/or compliance with NCAA rules. At minimum, the deletion of those e-mails created an appearance of significant impropriety.

Cause under Section 3.2.2(a) of the Employment Agreement – Failure to Cooperate

Under NCAA bylaw 19.2.3, you had an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff in its investigation of Southern Miss. With respect to the conduct described in the previous paragraph, the University believes that it is highly likely that the COI will find that you violated NCAA bylaw 19.2.3. NCAA bylaw 19.1.1 identifies "failure to cooperate in an NCAA enforcement investigation" as an example of a severe breach of conduct that constitutes a Level I violation. As a result, it is highly likely that the COI will find that your conduct constituted a Level I violation.

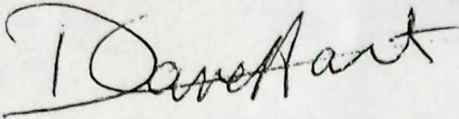
Article X of the Employment Agreement – Breach of Representations and Warranties

When you signed your Employment Agreement with the University, you breached the representations and warranties contained in Section 10.1(a) of your Employment Agreement because, during the University's process of interviewing you and hiring you as the University's head men's basketball coach, you failed to disclose material information concerning violations of NCAA rules relating to academic misconduct and impermissible financial aid.

The termination of your Employment Agreement (and your employment) is effective March 31, 2015. Effective today, you will be placed on administrative leave with pay until March 31, 2015. On or before March 31, 2015, you must: (1) return all University property, including University identification, keys, mobile telephones, personal digital assistants, computers, credit cards, calling cards, and any other University property in your possession; (2) complete other requirements of the University's standard exit procedures, including satisfaction of any debts to the University; and (3) return to the dealer the vehicles in your possession under the courtesy vehicle program.

Pursuant to Section 3.2.7 of the Employment Agreement, if you wish to contest the termination of the Employment Agreement, you have the right to a post-termination hearing under the Tennessee Uniform Administrative Procedures Act (TUAPA). If you desire a TUAPA hearing, you must notify me in writing on or before April 15, 2015.

Sincerely,



Dave Hart
Vice Chancellor and Director of Athletics

cc: Dr. Jimmy G. Cheek
Matthew Scoggins