

AMENDMENT NUMBER 2 TO EMPLOYMENT AGREEMENT

This is Amendment Number 2 to the Employment Agreement between **THE UNIVERSITY OF TENNESSEE**, for and on behalf of The University of Tennessee, Knoxville ("UTK") and UTK's Athletics Department (collectively, the "University"), and **DANIEL J. WHITE** ("White") that became effective on September 10, 2021 and was previously amended by Amendment Number 1 that became effective on April 7, 2022. In consideration of the covenants contained in this Amendment Number 2, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Article I, Section 1.2 of the Employment Agreement is amended by deleting the language, "so that the remaining Term shall always be five years," and substituting the language, "so that the remaining Term shall always be six years."

Article II, Section 2.1 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

Section 2.1 The University, as payment and consideration for the services to be performed by White, as set forth herein, agrees to pay White annual gross base compensation in the amount of Two Million Two Hundred Thousand Dollars (\$2,200,000) (the "Base Pay"). Base Pay will be increased by five percent (5%) on each Rollover Date on which the Agreement remains in effect. Base Pay shall not be increased in accordance with the terms of any across the board or merit salary increase authorized or mandated for University employees by the State of Tennessee or the University. The University shall pay Base Pay to White in equal monthly installments in accordance with the University's customary monthly payroll procedures, with partial months prorated. Base Pay is subject to the same furlough and temporary salary reduction measures that may be imposed from time-to-time by the University, UTK, or UTK's Athletics Department on its exempt employees.

Article X, Section 10.2 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

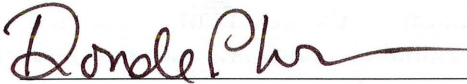
Section 10.2 If White terminates his employment without cause at any time during the Term, including all Rollover Dates or other extensions, renewals, or amendments, then White (or a third party on White's behalf) shall pay the University a separation payment ("White Separation Payment") in an amount equal to one (1) year of the Base Pay in effect on the date that White terminates his employment without cause. Notwithstanding anything in this Section 10.2 to the contrary, because stability and alignment in the leadership of the University is critical to the success of the University's athletics program,, if Donde Plowman is not employed as the chancellor of the University of Tennessee, Knoxville on the date that White terminates his employment without cause, then the White Separation Payment shall be the amount equal to fifty percent (50%) of one (1) year of the Base Pay in effect on the date that White terminates his employment without cause. Payment of the White Separation Payment shall be paid to the University before the last day of the month following the month in which White gave notice he was terminating his employment.

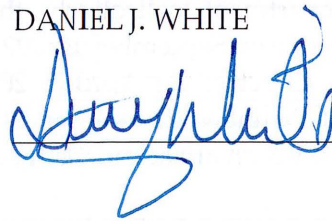
Except as revised by this Amendment Number 2, the Employment Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 2 on the dates indicated below.

THE UNIVERSITY OF TENNESSEE

DANIEL J. WHITE

By: 
Dr. Donde Plowman
Chancellor
The University of Tennessee, Knoxville



12/1/22
Date

11.16.22
Date