



SPECIAL AMENDMENT TO EMPLOYMENT AGREEMENT

In light of the unusual circumstances due to the ongoing coronavirus pandemic and the impact of the pandemic on NCAA sports, as well as the impact of the pandemic on the finances of the University of Tennessee, Knoxville Athletic Department, I am voluntarily agreeing to modify my employment agreement by agreeing to reduce my annualized combined Base Pay and Supplemental Pay (“annualized combined pay”) in accordance with the following reduction scale:

- The amount of annualized combined pay up to \$50,000 will be reduced by 0%.
- The amount of annualized combined pay between \$50,000 and \$150,000 will be reduced by 5%.
- The amount of annualized combined pay over \$150,000 will be reduced by 10%.

These changes in my Base Pay and Supplemental Pay will be effective as of November 1, 2020, and will remain in effect until June 30, 2021 (the “Pandemic Reduction Period”).

Additionally, I am voluntarily agreeing to waive the payment of any Incentive Compensation to which I may become entitled under my existing employment agreement during the Pandemic Reduction Period and/or based on metrics achieved during the Pandemic Reduction Period, except that I am entitled to receive Incentive Compensation for winning a conference and/or national championship in the amount specified in my contract.

In the event of a University Separation Payment being due to Coach pursuant to Section 3.1.2. of the Amendment Number 1 to Employment Agreement, between the University and Coach, the amount of the University Separation Payment due to Coach shall be based on the aggregate Base Pay and Supplemental Pay that Coach would have earned without any coronavirus pandemic related reductions to Coach’s Base Pay and Supplemental Pay that are made pursuant to the Special Amendment to Employment Agreement between the University and Coach.

In the event of a Coach Separation Payment being due to the University pursuant to Section 3.3.2. of the Employment Agreement Men’s Head Basketball Coach, between the University and Coach, the amount of the Coach Separation Payment due to the University shall be reduced by the total amount of any and all reductions made to Coach’s Base Pay and Supplemental Pay pursuant to the Special Amendment to Employment Agreement between the University and Coach.

In exchange for my voluntary agreement to reduce my Base Pay, Supplemental Pay, and Incentive Compensation, the University agrees that, during the Pandemic Reduction Period, it will not exercise any rights that it may otherwise have as a result of the pandemic to reduce my Base Pay, Supplemental Pay, or Incentive Compensation.

This special amendment does not alter any other terms of my employment agreement and other amendments thereto, including the rights of either party to terminate my employment agreement for cause or without cause, subject to the terms set forth in my employment agreement and amendments thereto. All previously executed Special Amendments to the Employment Agreement are hereby rescinded.

[remainder of page intentionally left blank; signature page follows]

UNIVERSITY OF TENNESSEE

DocuSigned by:
By: Donde Plowman
E60D6E700C4744E
Dr. Donde Plowman,
Chancellor
University of Tennessee, Knoxville

Date: 12/15/2020

COACH RICK BARNES
Rick Barnes
Rick Barnes

Date: 12/15/20