

EMPLOYMENT AGREEMENT
VICE CHANCELLOR AND DIRECTOR OF ATHLETICS

This Employment Agreement (“Agreement”) is entered into 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”).

In consideration of the covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties 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 White and White agrees to be employed by the University as the Vice Chancellor and Director of Athletics for UTK (“Athletics Director”).

Section 1.2 The term of this Agreement shall be from January 20, 2021 through January 19, 2026 (the “Term”), unless sooner terminated as provided in this Agreement (in which case the “Term” will end when White’s employment is terminated). The parties agree that the effective date of this Agreement shall be January 20, 2021 (the “Effective Date”), even if the Agreement’s execution date is subsequent thereto. On the one-year anniversary of the Effective Date and each subsequent year of the Agreement (the “Rollover Date”), the Term shall automatically extend for one additional year so that the remaining Term shall always be five years. White agrees that oral agreements to renew or extend this Agreement are invalid and nonbinding.

ARTICLE II - COMPENSATION AND BENEFITS

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 One Million Eight Hundred Thousand Dollars (\$1,800,000) (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.

Section 2.2 In addition to Base Pay, White shall be eligible to receive the annual incentive compensation described in **Exhibit A** to this Agreement. White shall not be eligible to receive annual incentive compensation under any other incentive or bonus policy for University employees, including without limitation employees of the Athletics Department.

Section 2.3 In addition to the benefits set forth in this Agreement, as a regular full-time employee of the University, White is entitled to the same fringe benefits as other regular full-time employees, which may be amended by the University from time to time. As additional payment and consideration for the services to be performed by White, as set forth herein, the University agrees to pay and/or provide White with the fringe benefits and/or other payments described in **Exhibit B** to this Agreement. Base Pay shall

be used to determine benefits that are based on salary, including but not limited to compensation for accrued and unused annual leave if White is entitled to such compensation.

Section 2.4 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 White. Retirement contributions shall be made periodically in accordance with the University's business practices.

Section 2.5 All compensation and benefits provided to White pursuant to this Agreement are subject to all applicable state and federal tax reporting and withholding requirements.

Section 2.6 The University shall be responsible for the payment of White's buyout to the University of Central Florida, not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000), resulting from his acceptance of employment with the University (the "Expense"). The University has authorized this amount to be paid as a reimbursable employee business expense of White and does not consider it compensation. The University acknowledges that payment of the Expense was necessary to obtain the services of White, and therefore substantially benefits the University. Further, the University has determined that the requirements of its accountable plan have or will be satisfied with respect to the Expense. White acknowledges that he has not and will not be reimbursed for this expense from any other source. Additionally, White acknowledges that he will not take a deduction for the Expense on his personal income tax return. Should the Expense be determined to be non-qualified under the University's accountable plan or if it is taxed as White's income, the University will neutralize the actual tax impact to White resulting from the University's payment of the Expense. In such case, White must claim all deductions allowable under applicable tax law, including the Expense. The parties will review White's pertinent tax information, including signed income tax returns (and any amended returns) for 2021 (or other applicable tax year) to substantiate such amount as is necessary to effectuate this desired outcome.

ARTICLE III - DUTIES AND AUTHORITY

Subject to other provisions of this Agreement, White shall devote his full time, ability, skill, attention, and loyalty to the performance of the duties of Athletics Director in accordance with Governing Athletic Rules, University Rules, and the law. White's duties as Athletics Director shall include without limitation:

- (a) Reporting directly to the Chancellor;
- (b) Achieving and maintaining a high level of comprehensive intercollegiate competitive success in the athletics program;
- (c) Recommending and effecting the hiring, termination, terms and conditions of employment of all personnel in the Athletics Department, with the requisite authority to accomplish the same, in consultation and approval by the Chancellor and in accordance with University Rules;
- (d) Becoming knowledgeable of, and complying with, all Governing Athletic Rules and University Rules, and using efforts consistent with those exercised by a reasonably prudent athletics director at a Division I program similar to the University's program to ensure that all coaches, staff, student-athletes, and other persons affiliated or associated

- with the University's athletics programs do the same;
- (e) Advising the Chancellor on the means and methods necessary to promote and maintain institutional control over the University's intercollegiate athletics program, as defined by Governing Athletic Rules, and ensuring that means and methods approved by the Chancellor are implemented;
 - (f) Promptly reporting to the Chancellor and the staff member in the Athletics Department with primary duties for compliance any actual knowledge of, or reasonable cause to believe, that a violation of Governing Athletic Rules more likely than not has been committed or is being committed by himself or others;
 - (g) Cooperating fully with and maintaining the integrity of any investigation conducted by the NCAA, the SEC, or the University;
 - (h) Supporting the University's educational mission by using efforts consistent with those exercised by a reasonably prudent athletics director at a Division I program similar to the University's program to maintain an environment in which the pursuit of higher education is a priority as reflected by student-athletes' class attendance, academic progress rates, grade point averages, and graduation rates;
 - (i) Organizing, managing and directing the administrative and related activities of the Athletics Department consistent with Governing Athletic Rules, University Rules, and the philosophy and mission of the University;
 - (j) Developing and maintaining programs that will assure meaningful, enriching, and rewarding experiences for all student-athletes and students who participate in or are involved with intercollegiate athletics;
 - (k) Representing and promoting the Athletics Department and its programs to the public, generating fan interest, and soliciting private gifts for athletics programs and facilities.
 - (l) Envisioning and planning for the future direction and needs of the Athletics Department and making recommendations to responsible University administrators regarding the same;
 - (m) Making diligent, good faith efforts to maintain and cultivate effective working relationships with governing boards, associations, conferences, committees, alumni, the media, the public, students, faculty, and staff;
 - (n) Developing effective internal communications with all members of the Athletics Department so that an efficient and effective athletics program will be maintained;
 - (o) Planning, organizing, and promoting a competitive schedule for all intercollegiate sports, in collaboration with the Athletics Department's head coaches and consistent with head coaches' own duties pertaining to scheduling;

- (p) Serving as the official spokesperson of the Athletics Department in matters of athletics policy in accordance with University Rules and organization;
- (q) Preparing, reviewing, and managing the Athletics Department budget and receiving appropriate administrative support for budget priorities as well as budget approval;
- (r) Reviewing and approving Athletics Department operating expenditures;
- (s) Directing the management, maintenance and development of the Athletic Department's physical plant and facilities;
- (t) Representing the Athletics Department at conference and national levels;
- (u) Performing the duties of a campus security authority under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act and the duties of a mandatory reporter under the University's Title IX-related policies;
- (v) Materially performing other duties as described elsewhere in this Agreement;
- (w) Materially performing other duties and having the authority ordinarily associated with and performed by an athletics director at a Division I program similar to the University's program; and
- (x) Materially performing other reasonable duties as may be reasonably assigned by the Chancellor from time to time.

ARTICLE IV - OUTSIDE ACTIVITIES

SECTION 4.1 White shall not directly or indirectly engage in any outside activities without the prior written approval of the Chancellor. Approved outside activities shall be conducted by White in accordance with Governing Athletic Rules, University Rules, and the law. In conducting approved outside activities, White shall avoid any use, directly or by implication, of the University's name, logo, or other University trademark or intellectual property without the prior written approval of the Chancellor (if given, such approval shall expire automatically upon the termination or expiration of this Agreement).

SECTION 4.2 For purposes of this Article IV, "outside activities" means activities performed and/or income or benefits received outside the course and scope of White's employment as Athletics Director including, without limitation: personal services contracts; cash payments, bonuses, annuities, interest, honoraria, royalties, and other income; sports camps; housing allowances or benefits (including preferential housing arrangements); country club memberships; charitable fundraising; complimentary tickets; radio, television, internet, or other media shows, programs and appearances not approved by the University's multi-media rights partner, but not including routine media interviews for which White receives no compensation; serving on corporate boards of directors; endorsing, promoting, consulting, or advertising any product or service for commercial purposes, including without limitation shoe, apparel, or equipment manufacturers; speaking engagements; public service announcements; written publications; and public appearances. "Outside activities" does not mean owning less than ten percent

of any publicly traded security or receiving interest, gains or dividends from a savings account, checking account, certificate of deposit, publicly available mutual fund, or publicly available and passive investments which require nominal attention by White and which do not interfere with his duties as White. "Income or benefits" includes cash payments, bonuses, annuities, interest, honoraria, royalties, and other income; housing allowances or benefits (including preferential housing arrangements); country club memberships; charitable fundraising; and complimentary tickets.

SECTION 4.3 White shall submit an annual written detailed report disclosing all outside activities to the Chancellor, consistent with University Rules and the way in which the Athletics Department collects this information from other employees. Upon request, the University shall have reasonable access to all records of White necessary to verify the information contained in such report.

SECTION 4.4 The Chancellor shall not unreasonably withhold or condition her approval of White's proposed outside activities. Reasonable grounds for withholding approval and/or reasonable grounds for conditioning approval include without limitation the following, as determined in the reasonable and good faith judgment of the Chancellor:

- (a) The proposed activity would violate Governing Athletic Rules;
- (b) The proposed activity would involve a potential conflict of interest with White's University duties;
- (c) The proposed activity would reflect adversely on the University and/or White;
- (d) The proposed activity would interfere with White's ability to apply his best efforts to the full performance of his duties under this Agreement;
- (e) The proposed activity would usurp a corporate opportunity of the University;
- (f) The University has a current or existing agreement (or is actively engaging in negotiations) with another vendor, business entity, or commercial enterprise that provides substantially the same type of product, service, or benefit as that involved in the proposed activity;
- (g) The University's multi-media rights partner does not approve of the proposed activity or approves of the proposed activity only upon certain conditions;
- (h) Prohibiting the use of University facilities and resources in White's performance of the outside activities; or
- (i) Requiring the approval of the University's multi-media rights partner or the University's athletics shoe, equipment, or apparel provider(s).

A breach of conditions imposed by the Chancellor concerning outside activities shall be deemed to be a breach of this Agreement. In addition to any conditions imposed by the Chancellor pursuant to this Section 4.4, White shall comply with Section 4.5, if applicable.

SECTION 4.5 White 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 White 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 White or otherwise pays for travel or other expenses associated with the receipt of an honorarium, then White shall remit the honorarium in full to the University.

SECTION 4.6 The University shall have no responsibility or liability for any claim arising out of White's performance of outside activities or for any other activity outside the scope of his University employment. In undertaking outside activities, White shall make clear to any individual or entity with whom White may be involved that White is acting in his independent, individual capacity and not as an agent, employee, and/or other representative of the University.

ARTICLE V - INTELLECTUAL PROPERTY

SECTION 5.1 White grants the University the right during the Term 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, facsimile image, logos, and/or trademarks (collectively, White's "Name") in any manner in connection with: all radio, television, internet, and other media shows, programs and appearances; all endorsement or consultation contracts entered into by the University or the University's multi-media rights partner; and all University contracts with athletics shoe, equipment, and apparel manufacturers.

SECTION 5.2 White agrees that the University retains, owns, and controls all intellectual property and media rights relating to the University's 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 Athletics Department, whether produced by the University or through a third-party. White further 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 and the exclusive right to designate the apparel, shoes, and equipment to be used by the Athletics Department.

SECTION 5.3 White 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 Athletics Department, or White's employment that were created or produced during the Term, notwithstanding the fact that such intellectual property or media rights may contain White's Name. White shall have no further right to any compensation for any such continued use of his Name by the University unless expressly provided in this Agreement.

SECTION 5.4 Except as otherwise provided in this Agreement, White shall retain all rights in and to his name and endorsement. Upon expiration or termination of this Agreement, the University shall have no further right to the continued or future use of White's name and/or endorsement, except as provided in this Article V.

SECTION 5.5 The rights and obligations described in this Article V shall survive the termination or expiration of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination or expiration of this Agreement.

ARTICLE VI - ENFORCEMENT OF GOVERNING ATHLETIC RULES

Section 6.1 White agrees that the University, as a member of the NCAA and the SEC, 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 to include the following stipulations in this Agreement: “(a) [White] has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3); and (b) An individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see Bylaw 19), including suspension without pay or termination of employment.” Further, pursuant to SEC Bylaw 19.8.1, the University is including an obligation on White to comply with the Governing Athletic Rules and White “agrees to be bound by and will comply with the enforcement, penalty, and other disciplinary provisions and procedures of the NCAA and of the Conference, including but not limited to the provisions of Article 4 of the Constitution and of SEC Bylaw 19.8.” If White is found in violation of Governing Athletic Rules or responsible for another person’s 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 but not limited to suspension without pay or termination of employment for significant or repetitive violations, whether the violation(s) occurred while White 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 Level I or Level II violation of one or more Governing Athletic Rules or multiple Level III violations considered collectively to be a Level I or Level II violation, whether committed by White or for which White has been found responsible.

Section 6.2 White 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 or a negotiated resolution, or a finding through the Independent Accountability Resolution Process, that White has engaged in or condoned a Level I or Level II violation of one or more Governing Athletic Rules, or is responsible for another person’s Level I or Level II violation(s) of 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 White’s employment, suspend White without pay, or take other disciplinary or corrective action against White as set forth in the provisions of the NCAA enforcement procedures upon written notice to White within thirty (30) calendar 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, or a finding through the Independent Accountability Resolution Process, whether the violation(s) occurred while White was employed by the University or during prior employment at another NCAA member institution.

Section 6.3 White agrees to comply with any penalty imposed by the NCAA and/or the SEC pursuant to Governing Athletic Rules, following the exhaustion of any available appeals by White. Any fine or loss of compensation imposed personally on White by the NCAA and/or the SEC shall be the sole responsibility of White to pay. 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.

Section 6.4 Upon termination of White's employment pursuant to this Article VI, White shall not be entitled to further salary, compensation, benefits, or perquisites from the University. White waives all rights to receive compensation for accrued and unused annual leave upon termination of this Agreement pursuant to this Article VI.

Section 6.5 If the University terminates White's employment under this Article VI it may, in its sole discretion, offer White continued employment with or without a new employment agreement.

Section 6.6 Prior to implementing any disciplinary or corrective action as contemplated by this Article VI against White based on a finding by the SEC, NCAA Committee on Infractions, or, if appealed, the NCAA Infractions Appeals Committee, the University shall afford White notice and an opportunity to meet personally with the Chancellor within 24 hours of such notice to respond to the proposed disciplinary or corrective action. White voluntarily waives all rights to a post-termination or post-suspension opportunity to contest a termination or suspension without pay pursuant to this Article VI under University Rules and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 et seq.

Section 6.7 Nothing in this Article VI shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement.

ARTICLE VII - TERMINATION BY UNIVERSITY WITHOUT CAUSE

Section 7.1 In its sole discretion and at any time during the Term, the University has the right to terminate White's employment without Cause (as defined in Section 8.2) upon written notice to White. The effective date of the termination ("University Termination Date") shall be the date on which the University issues the written notice to White or any other date specified in the notice that is after the date the notice is given. The University's decision to terminate White's employment without Cause is not subject to any University Rules.

Section 7.2 If the University terminates this Agreement without cause under this Article VII, the University shall pay White a separation payment ("University Separation Payment") equal to one hundred percent (100%) of the Base Pay which would have been payable under this Agreement between the University Termination Date and the end of the Term. Payment of the University Separation Payment shall be made in equal monthly installments over the period remaining Term of the Agreement, with the first monthly installment of the University Separation Payment due on or before the last day of the month following the University Termination Date (e.g., if the Agreement is terminated on October 15, then the first monthly installment of the Separation Payment would be due on or before November 30). The University Separation Payment shall be subject to all applicable state and federal tax reporting and withholding requirements. The University's obligations under this Article VII shall not accrue interest (so long as not in arrears).

Section 7.3 If the University terminates White's employment without Cause pursuant to this Article VII, then all obligations of the University to White under this Agreement (including the obligation to provide any compensation or other payments or benefits under Article II) other than earned or accrued but unpaid compensation and the obligations in this Article VII shall cease as of the University

Termination Date, and White shall be eligible for any post-termination benefits applicable to other regular full-time employees who terminate employment with the University (e.g., COBRA) except White voluntarily waives all rights to receive compensation for accrued and unused annual leave. Payment of the University Separation Payment is in lieu of all other legal remedies or equitable relief. Upon termination of this Agreement pursuant to this Article VII, White shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of White's position as Athletics Director other than amounts described in this Article VII.

Section 7.4 The parties have bargained for and agreed to the University Separation Payment, giving consideration to the fact that termination of this Agreement without Cause by the University prior to its expiration may cause White to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with White's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of the University Separation Payment by the University and the acceptance thereof by White shall constitute adequate and reasonable compensation to White for any damages and injuries suffered by White because of such termination by the University. The University Separation Payment shall not be, nor be construed to be, a penalty.

Section 7.5 The automatic termination of White's employment upon the death of White or his inability to perform the essential functions of his job, with or without a reasonable accommodation, due to disability, as provided in Article IX of this Agreement, shall not give rise to a right to a University Separation Payment pursuant to this Article VII.

Section 7.6

Section 7.6.1 The parties intend all payments and benefits under this Agreement to comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A"). White acknowledges that the penalties for noncompliance with Section 409A will be assessed against White. White and his advisors have reviewed this document for compliance with Section 409A and are not relying on the University's review or advice.

Section 7.6.2 Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from services" within the meaning of Section 409A and for purposes of any such provision of this Agreement, references to a "termination," "termination of employment," or like terms shall mean "separation from service."

Section 7.6.3 All expenses or reimbursement paid under this Agreement that are taxable income to White shall be paid promptly upon submission of appropriate documentation, but in no event later than the end of the calendar year following the year that White incurs such expenses or pays such related tax.

Section 7.6.4 For purposes of Section 409A, White's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

Section 7.7 As a condition of being eligible to receive the University Separation Payment, White shall be required to: (i) execute a waiver and release of claims substantially in the form attached as Exhibit C (which may be modified to conform to subsequent changes in the law or by mutual agreement of the parties), which is incorporated herein by reference, within twenty-one (21) days of being presented with the waiver and release of claims; and (ii) use his reasonable best efforts to mitigate the University's obligation to pay the University Separation Payment by making reasonable, good faith, and diligent efforts as soon as practicable following termination to obtain another comparable employment or paid services position. White's failure to satisfy either condition will nullify the University's obligation to make the University Separation Payment. In addition, if White brings a claim in violation of the waiver and release of claims, other than a claim against the University for a breach of this Article VII, all obligations of the University under this Article VII shall cease, and White shall refund in full all monthly installments of the University Separation Payment received from the University. During the period of time in which the University is obligated to make the University Separation Payment, White shall promptly report to the University on a quarterly basis all non-passive income received or earned by him relating to all employment, independent contractor, and/or paid services. For each month from the termination date through the end of the Term, the University shall have the right to deduct or offset any and all such non-passive income of White from the monthly University Separation Payment installment. In addition, White agrees that in the event this Agreement is terminated pursuant to this Article VII, White shall cooperate reasonably with the University in any investigation of Governing Athletic Rules or University Rules and that his failure to do so shall relieve the University of all further obligations to pay the University Separation Payment to White.

Section 7.8 Nothing in this Article VII 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 VI and Article VIII.

ARTICLE VIII - TERMINATION BY UNIVERSITY FOR CAUSE

Section 8.1 In addition to the grounds for termination of White's employment under any other Article of this Agreement, including but not limited to Article VI, the University shall have the right to terminate White's employment for Cause under this Article VIII at any time prior to the expiration of the Term.

Section 8.2 For purposes of this Article VIII, the term "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, whether the conduct or omission(s) occurred while White was employed by the University or during White's prior employment at another NCAA member institution:

- (a) Conduct or omission(s) by White that constitutes a Level I or Level II violation of one or more Governing Athletic Rules or conduct or omission(s) by White that more likely than not will lead to a NCAA finding of a Level I or Level II violation of one or more Governing Athletic Rules, including but not limited to multiple Level III or Level IV violations of Governing Athletic Rules considered collectively to be a Level I or Level II violation. The University must exercise its reasonable and good faith judgment in making a determination that Cause exists pursuant to this Section 8.2(a), and such a determination must be based in substantial part on information received by the University relating to an investigation conducted by the NCAA enforcement staff, the SEC, legal counsel retained

- or employed by the University, and/or the Athletics Department's compliance office;
- (b) Conduct or omission(s) by a coach or another person under White's supervision, or subject to White's direct or indirect control or authority, or who reports, directly or indirectly, to White, which: (i) constitutes a Level I or Level II violation of one or more Governing Athletic Rules or more likely than not will lead to a NCAA finding of a Level I or Level II violation of one or more Governing Athletic Rules, including but not limited to multiple Level III or Level IV violations of Governing Athletic Rules considered collectively to be a Level I or Level II violation; and (ii) White knew or should have known about through the exercise of diligence that would have been exercised by a reasonably prudent athletic director at a Division I program comparable to that of the University, and White failed to respond consistently with how a reasonably prudent athletic director would have responded;
 - (c) Failure of White to exercise the diligence that would have been exercised by a reasonably prudent athletic director of a Division I program comparable to that of the University to promote and require compliance with Governing Athletic Rules or University Rules, thus resulting in conduct or omission(s) by another person that constitutes a Level I or Level II violation of one or more Governing Athletic Rules or conduct or omission(s) by another person that more likely than not will lead to a NCAA finding of a Level I or Level II violation of one or more Governing Athletic Rules, including but not limited to multiple Level III or Level IV violations of Governing Athletic Rules considered collectively to be a Level I or Level II violation;
 - (d) Failure of White to provide the Chancellor with the advice that a reasonably prudent athletic director would provide to the Chancellor concerning the means and methods necessary to promote and maintain institutional control over the University's intercollegiate athletics program, as defined by Governing Athletic Rules, or failing to implement the means and methods approved by the Chancellor to promote and maintain institutional control, as defined by Governing Athletic Rules;
 - (e) Failure of White to report immediately to the Chancellor and the staff member in the Athletics Department with primary duties for compliance any actual knowledge of or reasonable cause to believe that a violation of Governing Athletic Rules more likely than not has been committed or is being committed by White and/or any other person;
 - (f) Failure of White to reasonably cooperate with, or maintain the integrity of, a NCAA, SEC, or University investigation, or materially obstructing such an investigation;
 - (g) Failure by White to cooperate reasonably with the University's efforts to prevent sexual assault, dating violence, domestic violence, and/or stalking;
 - (h) Conduct by White constituting a prohibited conflict of interest under the University's conflict of interest policy or applicable state law that is not cured by White within thirty calendar (30) days after written notice by the University specifying the nature of the conflict, unless, in the University's reasonable and good faith judgment, the conflict is not capable of being cured;

- (i) Fraud or dishonesty by White in the performance of his duties under this Agreement;
- (j) White's direct or indirect sale of complimentary tickets or admissions to a University athletics event provided to him;
- (k) The provision of false, misleading, or incomplete material information relevant to the conduct of University business or an investigation conducted by the NCAA, the SEC, the University, or law enforcement, if White knew or should have known that the information was false, misleading, or incomplete;
- (l) Counseling or instructing by White of any coach, staff member, current or former student-athlete, student, or other 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 as required by law, Governing Athletic Rules, or University Rules, unless White believed in good faith that the person was not obligated by law, Governing Athletic Rules, or University Rules to respond to the inquiry or request;
- (m) White's conviction of, plea of guilty to, plea of nolo contendere to, or other plea other than not guilty to, a criminal act or omission that constitutes either (i) a felony or (ii) a misdemeanor involving moral turpitude (excluding minor traffic offenses);
- (n) Failure by White to obtain prior approval for outside activities as required by Article IV or a breach by White of conditions imposed by the Chancellor concerning outside activities;
- (o) White's violation of University Rules relating to amorous or sexual relationships;
- (p) Failure by White to report misconduct as required by University Rules (e.g., failure to comply with Tennessee laws regarding the mandatory reporting of child abuse and/or child sexual abuse; failure to comply with the University's Title IX-related policies including without limitation failure to satisfy the duties of a mandatory reporter/responsible employee; failure to satisfy the duties of a "campus security authority" relating to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act);
- (q) Prolonged absence by White from his duties under this Agreement, without the consent of the Chancellor, other than because of a temporary, verifiable illness or because White becomes Disabled as defined in Article IX;
- (r) Soliciting, placing, or accepting by White 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 knowingly permitting, encouraging, or condoning such acts by any coach or other employee of the Athletics Department, or any person under White's control

or authority, including without limitation a student-athlete;

- (s) Furnishing by White of information or data relating in any manner to any sport or student-athlete, to any individual known by White to be a gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by White with such person;
- (t) Failure by White to fully cooperate in the enforcement and implementation of any drug testing program for student-athletes established by the University, the SEC, the NCAA, or any other governing athletic body;
- (u) Use or consumption by White of alcoholic beverages, narcotics, drugs, controlled substances, steroids, or other chemicals in such a degree and for such an appreciable period as to impair significantly White's ability to perform his duties under this Agreement;
- (v) Violation by White of UTK's Policy on Sexual Harassment, Sexual Assault, Dating and Domestic Violence, and Stalking, which may be amended by the University from time to time;
- (w) Conduct or omission(s) by White which if it became publicly known more likely than not would bring White and/or the University into public disrepute, embarrassment, contempt, scandal, or ridicule;
- (x) A reason sufficient under Tennessee law to terminate an employment contract;
- (y) Gross misconduct by White, 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
- (z) Any other material breach by White of his duties under this Agreement if (i) in the University's reasonable and good faith judgment, the breach is capable of being cured and White fails to take action to cure the material breach within fifteen (15) calendar 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 8.3 The grounds for termination contained in this Article VIII 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 8.4 In its sole discretion, the University may suspend White with pay pending an investigation or decision relating to termination for cause under this Article VIII.

Section 8.5 If the University terminates White's employment for Cause pursuant to this Article VIII, then all obligations of the University to White under this Agreement (including the obligation to provide any compensation or other payments or benefits under Article II) other than earned or accrued but unpaid compensation and the obligations in this Article VIII shall cease as of the termination date. White voluntarily waives all rights to receive compensation for accrued and unused annual leave. White shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of White's position as Athletics Director from the University.

Section 8.6 For any one or more acts, omissions, or events that could be grounds for termination for Cause under this Article VIII, the University in its sole discretion may take other disciplinary or corrective action against White short of terminating White's employment. Other disciplinary or corrective action may include, but is not limited to, one or more of the following: (i) written reprimand; (ii) suspension with pay; (iii) suspension without pay (not to exceed ninety (90) calendar days); or (iv) reassignment to another position with the University, including without limitation 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. The University shall have no obligation to use progressive discipline, and any University decision to utilize progressive discipline shall not create any future obligation on the University to utilize progressive discipline.

Section 8.7 Prior to the effective date of termination of White's employment for Cause or the suspension of White without pay under this Article VIII, the University shall afford White notice and an opportunity to meet personally with the Chancellor within 24 hours of such notice to respond to the proposed termination or suspension. White voluntarily waives all rights to a post-termination or post-suspension without pay opportunity to contest a termination or suspension without pay pursuant to this Article VIII, including but not limited to his rights under the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 et seq. If the Tennessee Claims Commission or a court of competent jurisdiction determines, after any available appeals have been exhausted, that the University's termination of this Agreement was not for "Cause," then the termination of this Agreement shall be retroactively converted to a termination without cause pursuant to Article VII, in which case White's sole remedy for the University's termination of this Agreement is limited to the payment of the University Separation Payment by the University to White pursuant to Article VII with Tennessee's statutory post judgment interest rate applied to payments that are owed by the University as of the date of the final decision of the Tennessee Claims Commission or a court of competent jurisdiction, after any available appeals have been exhausted, in lieu of all other legal remedies or equitable relief.

Section 8.8 If the University terminates this Agreement for Cause under this Article VIII it may, in its sole discretion, offer White continued employment with or without a new employment agreement.

Section 8.9 Nothing in this Article VIII 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 VI and Article VII.

Section 8.10 If White's employment is terminated pursuant to this Article VIII, then this Article VIII shall survive the termination of White's employment and shall continue in full force and effect for all

purposes notwithstanding the termination of White's employment.

ARTICLE IX - TERMINATION UPON DEATH OR DISABILITY

Section 9.1 White's employment shall terminate automatically upon the death of White, and all salary, compensation, benefits, and perquisites shall terminate as of the last day of the calendar month in which death occurs, except that the executor or administrator of White's estate or other beneficiary specifically designated in writing shall be paid any death benefits due White under any University policy now in effect or hereafter adopted by the University.

Section 9.2 White's employment shall terminate automatically if White becomes unable to perform the essential functions of his job, with or without reasonable accommodations, due to a disability (as defined by the Americans with Disabilities Act and the Tennessee state law equivalent), as determined by the University in good faith. If applicable, the University will engage in an interactive process with White to determine whether White can be reasonably accommodated. If White's employment is terminated pursuant to this Section 9.2, all unearned salary, compensation, benefits, and perquisites (including the obligation to provide any compensation and other payments or benefits under Article II) and any other obligations owed by the University under the Agreement shall terminate, except that White shall receive: (i) any disability benefits to which he is entitled under any disability program in which he is enrolled; (ii) compensation for his accrued and unused annual leave; and (iii) other payments which were due or accrued prior to the effective date of termination.

Section 9.3 Nothing in this Article IX shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement.

ARTICLE X - TERMINATION BY WHITE WITHOUT CAUSE

Section 10.1 In his sole discretion and at any time during the Term, White shall have the right to terminate his employment without cause upon written notice to the University. The effective date of the termination ("White Termination Date") shall be the date on which White issues the written notice to the University or any other date specified in the notice that is after the date the notice is given. If White provides an effective date other than the date on which the notice is issued, the University, in its discretion, may expedite the termination date to the date the notice is issued, and this date shall be the termination date for purposes of White's obligation under Section 10.2.

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 the amount of: (i) \$3,500,000 in the event such termination occurs between the Effective Date and January 20, 2022; or (ii) \$3,250,000 in the event such termination occurs between January 21, 2022 and January 20, 2023; or (iii) \$3,000,000 in the event such termination occurs between January 21, 2023 and January 20, 2024; or (iv) \$2,750,000 in the event such termination occurs between January 21, 2024 and January 20, 2025; or (v) \$2,500,000 in the event such termination occurs on or after January 21, 2025. 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.

Section 10.3 The parties have bargained for and agreed to the White Separation Payment, giving consideration to the fact that White's promise to work for the University for the entire Term is an essential consideration in the University's decision to employ him as the Athletics Director and the fact that the University will commit substantial financial resources to the success of the UTK Athletics Department and that if White terminates his employment with the University, the University will suffer damages the amount, nature, and extent of which are difficult to determine and which could include, but not be limited to, additional expenses to search for another vice chancellor and director of athletics, salary or other compensation to hire another vice chancellor and director of athletics, and tangible and intangible detriment to the UTK Athletics Department and support of its fans and donors. Accordingly, White agrees that the amount of the White Separation Payment is a reasonable and fair approximation of the harm that the University will incur in the event of the termination of White's employment by White. The White Separation Payment shall not be, nor be construed to be, a penalty.

Section 10.4 If White terminates his employment without cause pursuant to Article X, then all obligations of the University to White under this Agreement (including the obligation to provide any compensation and other payments or benefits under Article II) other than earned or accrued but unpaid compensation shall cease as of the White Termination Date, and White shall be eligible for any post-termination benefits applicable to other regular full-time employees who terminate employment with the University (e.g., COBRA) except White voluntarily waives all rights to receive compensation for accrued and unused annual leave. White shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of White's position as vice chancellor and director of athletics from the University.

Section 10.5 White agrees that he will provide prior written notice to the Chancellor before White (or any individual or entity acting on behalf of White) seeks, applies for, or has any material discussions with any college or university (or any individual acting on behalf of the entity) regarding, any potential employment by or with another college or university.

Section 10.6 If White's employment is terminated pursuant to this Article X, then this Article X shall survive the termination of White's employment and shall continue in full force and effect for all purposes notwithstanding the termination of White's employment.

ARTICLE XI - LIMITATION OF REMEDIES AND WAIVER OF CLAIMS

Section 11.1 The financial consequences of the termination or suspension of White's employment or other disciplinary actions pursuant to Article VI, Article VII, Article VIII, and/or Article IX are exclusively set forth in this Agreement. In any instance of a termination or suspension of White's employment pursuant to Article VI, Article VII, Article VIII, and/or Article IX, except as expressly provided for in this Agreement, the University shall have no liability whatsoever to White, nor shall White be entitled to receive, and White hereby waives and releases all claims that White or his personal representatives may have against the University, its trustees, officers, employees, or agents, and their respective successors, heirs, and assigns for: (i) payment of fringe benefits; (ii) accrued and unused annual leave; (iii) the amounts payable under Article II or any other athletically related income or benefits derived by virtue of White's position as the Athletics Director; (iv) 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 (v) 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. White acknowledges that in the event of the termination or suspension of White's employment for Cause, or otherwise, White shall have no right to occupy the position of the Athletics Director and White's sole remedies are provided for in this Agreement and shall not extend to injunctive relief.

Section 11.2 The financial consequences of the termination of White's employment pursuant to Article X are exclusively set forth in this Agreement. In any instance of a termination of White's employment pursuant to Article X, except as expressly provided for in this Agreement, White shall have no liability whatsoever to University, nor shall University be entitled to receive, and University hereby waives and releases all claims that University may have against White, said claims to include, without limitation, claims for: (i) any direct or consequential damages; and/or (ii) alleged reputational damage, humiliation or defamation resulting from the fact of such termination, the public announcement thereof, or White's release of information or documents required by law. Nothing herein shall limit or decrease White's liability to University for intentional torts, criminal acts, or fraudulent conduct or omissions.

ARTICLE XII - MATERIAL INDUCEMENT FOR UNIVERSITY'S AGREEMENT AND RESERVATION OF RIGHTS

Section 12.1 As a material inducement to the University to execute and perform this Agreement, White represents and warrants the following to the University:

- (a) Neither he nor any person acting on his behalf knowingly misrepresented material information, knowingly withheld material information, or knowingly provided incomplete or false material information during the University's process of interviewing and hiring White;
- (b) He has disclosed to the University all material information known to him concerning previous NCAA, conference, or institutional rules violations or potential violations committed by him or any coach, staff member, or other person under his direct or indirect control at any other NCAA member institution prior to the date on which he executed this Agreement or the previous Memorandum of Understanding executed between the parties;
- (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 UTK's football program prior to the date on which he executed this Agreement or the previous Memorandum of Understanding executed between the parties;
- (d) He has not knowingly furnished the NCAA or the University with false, misleading or incomplete information concerning his, any assistant coach's, any staff member's, or any other person's involvement in or knowledge about matters relevant to a possible violation of an NCAA regulation or University Rule when requested to do so by the NCAA or the University;

- (e) He is not restricted from entering into this Agreement by any conflicting obligations to another authority, person, body, or entity; and
- (f) He has never been convicted of, pled guilty to, or pled nolo contendere to a criminal act that constituted either (i) a felony or (ii) a misdemeanor involving moral turpitude (excluding minor traffic offenses).

Section 12.2 White agrees that a breach of any representation or warranty contained in Article XII shall be a material breach of this Agreement that is not capable of being cured, and the University in its sole and reasonable discretion may elect to terminate White's employment upon written notice to White. If the University terminates White's employment under this Article XII it may, in its sole discretion, continue White's employment, with or without a new employment agreement. Prior to the effective date of termination of White's employment pursuant to this Article XII, the University shall afford White notice and an opportunity to meet personally with the Chancellor within 24 hours of such notice to respond to the proposed termination. White voluntarily waives all rights to a post-termination opportunity to contest a termination pursuant to this Article XII, including but not limited to his rights under the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 et seq.

Section 12.3 Upon termination of White's employment pursuant to this Article XII, all obligations of the University to White under this Agreement (including the obligation to provide any compensation and other payments or benefits under Article II) other than earned or accrued but unpaid compensation shall cease as of the termination date. White voluntarily waives all rights to receive compensation for accrued and unused annual leave. White shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of White's position as vice chancellor and director of athletics from the University (except for payments earned or accrued prior to the effective date of termination).

Section 12.4 White agrees that nothing in this Article XII shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement.

ARTICLE XIII - DEFINITIONS

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

Section 13.1 "Chancellor" means UTK's Chancellor.

Section 13.2 "Governing Athletic Rules" shall mean: (i) all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitutions, and official or authoritative interpretations thereof, and all amendments, supplements, or modifications thereto, promulgated by the National Collegiate Athletic Association ("NCAA") or the 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 (ii) all state or federal laws or regulations regulating college athletics, coaches, staff, student-athletes, sports agents, or competition.

Section 13.3 "NCAA" shall mean the National Collegiate Athletic Association and its successors.

Section 13.4 "SEC" shall mean the Southeastern Conference and its successors or any other athletic conference of which the University may be a member.

Section 13.5 "University Rules" shall mean all present or future policies, procedures, rules, regulations, and guidelines of the University, including but not limited to policies of the UTK Athletics Department.

ARTICLE XIV - MISCELLANEOUS

Section 14.1 This Agreement, including Exhibits A-C, contains the complete agreement between the parties concerning White's employment as Athletics Director, and expressly replaces and supersedes all previous agreements between the parties, whether written or oral, regarding the subject matter of the Agreement. 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 14.2 This Agreement may only be modified by a writing signed by White and the Chancellor.

Section 14.3 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 14.4 White 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. White acknowledges that his employment with the University is not a tenure-track position and shall not lead to tenure, nor shall White be afforded any rights under UTK's Faculty Handbook.

Section 14.5 This Agreement shall be interpreted in accordance with Tennessee law.

Section 14.6 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 14.7 Upon the expiration of the Term or earlier termination of this Agreement for any reason, White agrees that the University shall be entitled to withhold and deduct from any final payment of any kind that is owed to White by the University the amount of any indebtedness owed to the University by White.

Section 14.8 Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and either: (i) delivered in person, (ii) sent via electronic mail, or (iii) sent by a nationally recognized delivery service (e.g., FedEx, etc.). Notice shall be deemed given when the written notice is: (i) delivered in person, (ii) sent via electronic mail, or (iii) placed with a nationally recognized delivery service. Notice to White shall be sent to his campus office or to his University-provided e-mail account(s), with a copy of such notice delivered to White's representative, as follows:

Paul Chappell
paulmchappell05@gmail.com
9320 Raeford Drive
Dallas, TX 75243

Notice to the University shall be delivered to the Chancellor at his or her campus office or University provided e-mail address, with a copy to the University General Counsel.

Section 14.9 All documents, files, records, materials (in any format, including electronically stored information), equipment, or other property, including without limitation, personnel records, keys, credit cards, laptop computers, software programs, and electronic communication devices, furnished to White by the University or developed by White at the University's direction or for the University's use or otherwise in connection with White's employment with the University are and shall remain the sole and confidential property of the University. Within three (3) calendar days of the expiration or termination of this Agreement, White shall complete the University's exit procedure, including returning all University property in his possession. The foregoing provisions shall not apply to White's personal notes, memorabilia, diaries, and similar personal records of White, which he is entitled to retain.

Section 14.10 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 14.11 White agrees to be responsible for the payment of all taxes due on all compensation or benefits provided by the University. White agrees to defend, indemnify, and hold harmless the University, its trustees, officers, employees, or agents, and their respective successors, heirs, and assigns from all claims or penalties asserted against them for any failure to pay taxes due on any compensation or benefit provided by the University pursuant to this Agreement or otherwise in connection with White's employment. White expressly acknowledges that the University has not made, nor herein makes, any representation about the tax consequences of any consideration provided by the University to White pursuant to this Agreement or otherwise in connection with White's employment.

Section 14.12 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 14.13 The parties may not assign, pledge, or encumber their respective rights, interests, or obligations under this Agreement.

Section 14.14 This Agreement shall be binding upon the parties and their respective successors, assigns, heirs, and personal and legal representatives. White shall not assign, pledge, or encumber White's rights, interests, or obligations under this Agreement.

Section 14.15 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 14.16 White 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 14.17 This Agreement does not and is not intended to confer any rights or remedies upon any person other than the University and White.

Section 14.18 This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original constituting but one and the same instrument.

[The remainder of this page has been left blank intentionally - signature page follows]

IN WITNESS WHEREOF, each person identified below is signing this Employment Agreement on the date stated below that person's signature.

THE UNIVERSITY OF TENNESSEE

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

9/10/2021
Date

DANIEL J. WHITE
Daniel J. White
Dr. Daniel J. White

9.4.21
Date

EXHIBIT A

ANNUAL INCENTIVE COMPENSATION

In recognition of overall exemplary athletic and academic performance by intercollegiate athletics teams at UTK and the additional work required by White therewith, and as an incentive for White to assist the teams in achieving the goals described below, the University agrees to pay White, if earned, the annual incentive compensation described below, subject to all applicable state and federal tax reporting and withholding requirements.

A. NCAA Academic Progress Rate ("APR")

- i. White shall be entitled to incentive compensation equaling five percent (5%) of his then current Base Salary if UTK's Athletics Department's Department-wide average multi-year APR is at or above 985. This incentive compensation shall be considered "achieved" at the time when the APR is submitted to the NCAA by UTK's Athletics Department.
- ii. White shall be entitled to incentive compensation equaling three percent (3%) of his then current Base Salary if the Department-wide average multi-year APR is at or above 950. This incentive compensation shall be considered "achieved" at the time when the APR is submitted to the NCAA by UTK's Athletics Department.

B. Learfield IMG College Director's Cup ("Learfield Cup")

- i. White shall be entitled to incentive compensation equaling eight percent (8%) of his then current Base Salary if UTK's Athletics Department is ranked between first and tenth (1-10) in the Learfield Cup Standings. This incentive compensation shall be considered "achieved" at the time the Learfield Cup Final Rankings are published by Learfield.
- ii. White shall be entitled to incentive compensation equaling six percent (6%) of his then current Base Salary if UTK's Athletics Department is ranked between eleventh and twenty-fourth (11-24) in the Learfield Cup Standings. This incentive compensation shall be considered "achieved" at the time the Learfield Cup Final Rankings are published by Learfield.
- iii. White shall be entitled to incentive compensation equaling five percent (5%) of his then current Base Salary if UTK's Athletics Department is ranked between twenty-fifth and fortieth (25-40) in the Learfield Cup Standings. This incentive compensation shall be considered "achieved" at the time the Learfield Cup Final Rankings are published by Learfield.

C. Team Championships

- i. White shall be entitled to incentive compensation equaling one percent (1%) of his then current Base Salary if any team within UTK's Athletics Department wins a regular season or tournament SEC Championship. This incentive compensation shall be considered "achieved" at the time the SEC has determined the champion for the respective sport.
- ii. White shall be entitled to incentive compensation equaling three percent (3%) of his then current Base Salary if any team within UTK's Athletics Department wins a national championship. This incentive compensation shall be considered "achieved" at the time

the relevant governing body has determined the national champion for the respective sport.

D. Men's or Women's Basketball

- i. White shall be entitled to incentive compensation equaling one percent (1%) of his then current Base Salary if UTK's men's basketball teams earn a bid to the NCAA Men's Division I Basketball Tournament. This incentive compensation shall be considered "achieved" at the time the NCAA announces the field for the NCAA Men's Division I Basketball Tournament.
- ii. White shall be entitled to incentive compensation equaling two percent (2%) of his then current Base Salary if UTK's men's basketball team advances to the Sweet 16 of the NCAA Men's Division I Basketball Tournament. This incentive compensation shall be considered "achieved" at the time UTK's men's basketball team advances to the Sweet 16 of the NCAA Men's Division I Basketball Tournament.
- iii. White shall be entitled to incentive compensation equaling three percent (3%) of his then current Base Salary if UTK's men's basketball team advances to the Final Four of the NCAA Men's Division I Basketball Tournament. This incentive compensation shall be considered "achieved" at the time UTK's men's basketball team advances to the Final Four of the NCAA Men's Division I Basketball Tournament.
- iv. White shall be entitled to incentive compensation equaling one percent (1%) of his then current Base Salary if UTK's women's basketball teams earn a bid to the NCAA Women's Division I Basketball Tournament. This incentive compensation shall be considered "achieved" at the time the NCAA announces the field for the NCAA Women's Division I Basketball Tournament.
- v. White shall be entitled to incentive compensation equaling two percent (2%) of his then current Base Salary if UTK's Women's basketball team advances to the Sweet 16 of the NCAA Women's Division I Basketball Tournament. This incentive compensation shall be considered "achieved" at the time UTK's women's basketball team advances to the Sweet 16 of the NCAA Women's Division I Basketball Tournament.
- vi. White shall be entitled to incentive compensation equaling three percent (3%) of his then current Base Salary if UTK's women's basketball team advances to the Final Four of the NCAA Women's Division I Basketball Tournament. This incentive compensation shall be considered "achieved" at the time UTK's women's basketball team advances to the Final Four of the NCAA Women's Division I Basketball Tournament.

E. Football Bowl Participation

- i. White shall be entitled to incentive compensation equaling one percent (1%) of his then current Base Salary if UTK's football team participates in an NCAA football bowl game other than the Rose Bowl, Sugar Bowl, Orange Bowl, Cotton Bowl, Peach Bowl, Fiesta Bowl, and the College Football Playoff. This incentive compensation shall be considered "achieved" at the time when the first down of the relevant football game is played.
- ii. White shall be entitled to incentive compensation equaling three percent (3%) of his then current Base Salary if UTK's football team participates in any of the following NCAA football bowl games: Rose Bowl, Sugar Bowl, Orange Bowl, Cotton Bowl, Peach Bowl, or Fiesta Bowl. This incentive compensation shall be considered "achieved" at the time when

- the first down of the relevant football game is played.
- iii. White shall be entitled to incentive compensation equaling five percent (5%) of his then current Base Salary if UTK's football team participates in the College Football Playoff. This incentive compensation shall be considered "achieved" at the time when the first down of the relevant football game is played.

Annual incentive compensation under this Exhibit A that is achieved prior to August 1 of each year of the Agreement shall be paid to White on or before August 1 of year of the Agreement. The maximum amount of incentive compensation that can be earned by White under this Exhibit A in any fiscal year shall NOT exceed three hundred thousand dollars (\$300,000) (gross).

Notwithstanding anything in this Agreement to the contrary, annual incentive compensation shall be earned by and payable to White only if the following two (2) conditions have been achieved for the incentive compensation in question: (i) White is employed as Athletics Director on the day that the incentive compensation is achieved; and (ii) every men's and women's NCAA Division I team achieves the NCAA's minimum Academic Progress Rate ("APR") necessary to be eligible compete for a NCAA championship.

EXHIBIT B

FRINGE AND OTHER BENEFITS

1. The University shall provide White with a one-time moving allowance of Thirty-Five Thousand Dollars (\$35,000) (gross) in accordance with University policy.
2. The University shall provide White with a temporary housing allowance for the actual, documented costs of his temporary housing and other living expenses, not to exceed Five Thousand Dollars (\$5,000) per month, through the earlier of June 30, 2021, or the month in which White completes the sale of his current house.
3. The University, in its sole discretion as to which option it selects, shall provide White with either:
(i) two (2) vehicles of a quality, in terms of make and model, similar to vehicles provided to University head coaches, for personal use by White and members of White's immediate family;
or (ii) compensation in the amount of One Thousand Seven Hundred Dollars (\$1,700) (gross) month as a vehicle allowance in lieu of White's participation in the Athletics Department's courtesy vehicle program. The University shall be solely responsible for maintaining liability insurance coverage on the vehicles provided to White under the courtesy vehicle program. White shall be solely responsible for maintaining full comprehensive and collision insurance coverage on the courtesy vehicles, for naming the University as an additional insured on such coverage, for paying fuel costs, and for otherwise complying with the courtesy vehicle program. White acknowledges that the value of the courtesy vehicles or the amount of a vehicle allowance shall be reported as income and that White shall be responsible for payment of any income taxes associated with the vehicles or a vehicle allowance.
4. White shall be included in the University's Athletic Play/Practice Insurance Coverage. White acknowledges that this insurance coverage is subject to an annual bid process and that the type and amount of coverage for all participants may change from year to year.
5. Payment and/or reimbursement of reasonable and necessary expenses incurred in connection with the performance of White's duties, including but not limited to travel, subject to the terms and limits of applicable University policies.
6. Payment and/or reimbursement of officially required travel expenses for White's spouse, when it is customary or appropriate for her to accompany him while in the performance of his official duties, subject to the terms and limits of applicable University policies.
7. At White's request, the University shall pay for and/or provide the following athletic event tickets:

- a. For football, one Neyland Stadium skybox, including the sixteen (16) admission tickets required in connection therewith;
- b. Up to six (6) additional football season tickets;
- c. Up to six (6) men's basketball season tickets;
- d. Up to six (6) women's basketball season tickets;
- e. Up to six (6) baseball season tickets;
- f. Up to six (6) softball season tickets;
- g. Up to six (6) away game tickets for each of football, men's basketball, and women's basketball;
- h. Up to six (6) post-season tickets for football, men's basketball, and women's basketball;
- i. For post-season football, men's basketball, and women's basketball play, one (1) hotel room suite.

The benefits outlined in this Exhibit B are subject to all applicable state and federal tax reporting and withholding requirements.

EXHIBIT C

RELEASE AGREEMENT

This Release Agreement ("Release Agreement") is entered into by and between **THE UNIVERSITY OF TENNESSEE** ("University"), an instrumentality of the State 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") (collectively, the "Parties").

WHEREAS, the University and White are parties to an Employment Agreement fully executed on *[INSERT DATE]*, *[and subsequently amended by INSERT IF APPROPRIATE REFERENCES TO AMENDMENTS TO EMPLOYMENT AGREEMENT]* ("Employment Agreement"), pursuant to which White has been employed as the Vice Chancellor and Director of Athletics for UTK; and

WHEREAS, the University has terminated White's employment without Cause (as that term is defined in the Employment Agreement) effective on *[INSERT DATE]* ("Separation Date"); and

WHEREAS, pursuant to the Employment Agreement, the University is obligated, subject to the terms and conditions found therein, to make certain payments to White; and

WHEREAS, as one condition precedent to the University's payment obligations to White, White shall execute this Release Agreement in favor of the University;

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Consideration

1. In exchange for White's agreement to the terms of this Release Agreement, the University will pay White the amounts set forth in Article VII of the Employment Agreement. White acknowledges that the compensation and other consideration set forth in Article VII of the Employment Agreement is sufficient consideration to support this Release Agreement and that there is consideration supporting this Release Agreement that is in addition to anything to which White is already entitled.

Release of All Claims by White

2. White irrevocably and unconditionally releases the University, its current and former trustees, presidents, chancellors, officers, employees, agents, representatives, successors, assigns, and related entities (the "Released Parties") from any and all causes of action, suits, claims, liabilities, damages, demands, costs, attorneys' fees, agreements, promises, rights, obligations, debts, equities, and actions, under all legal theories of whatever kind, including those in law or in equity, in contract or tort or public policy, both known and unknown, suspected and unsuspected, disclosed and undisclosed, actual or consequential, specific and general, however denominated against the Released Parties that exist or existed up until the time White signs this Release Agreement. White acknowledges and agrees that he is releasing all known and unknown claims, promises, causes of action, or similar rights of any type that he may have against the Released Parties, except that he does not release any claim relating to: (i) the right to enforce this Release Agreement; (ii) the right, if any, to claim government-provided unemployment benefits; or (iii) any rights or claims which may arise or accrue after he signs this Release Agreement.

3. White acknowledges that the claims he is releasing may arise under many different laws, including, but by no means limited to: the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act ("OWBPA"); Title VII of the Civil Rights Act of 1964; the Tennessee Human Rights Act; Section 1983 of the Civil Rights Act of 1866; the Equal Pay Act; the Americans With Disabilities Act ("ADA") and the Rehabilitation Act of 1973; the Family and Medical Leave Act of 1993 and any corresponding state laws; USERRA and any other laws relating to veterans' reemployment rights. White also acknowledges that the claims he is releasing include any claims under any tort or contract theory, including without limitation for breach of the Employment Agreement. White certifies that he has suffered no workplace injuries for which he has not already filed a workers' compensation claim.

4. White acknowledges that he is entering into this Release Agreement voluntarily. He understands and acknowledges that he is releasing claims of which he may not be aware, that this is his knowing and voluntary intent, even though he may claim in the future to regret having signed this Release Agreement. White expressly waives all rights under any law that is intended to protect him from waiving unknown claims and is aware of the significance of doing so.

5. White asserts and acknowledges that he has not filed or caused to be filed any lawsuit, complaint, claim, or demand with respect to any claim this Release Agreement purports to waive. White further agrees never to file or prosecute a lawsuit based on such claims and never to seek any damages, injunctive, or other relief against the Released Parties with respect to claims released in this Release Agreement. White further agrees never to file or prosecute a lawsuit, complaint, claim or demand against the University, whether in state or federal court, in the Tennessee Claims Commission or elsewhere (except as provided in paragraph 6), based upon any acts or omissions released by this Release Agreement and agrees never to seek any damages, injunctive, or other relief against the University or any of its agents with respect to acts or omissions released by this Release Agreement. White has not assigned or transferred any claim covered by this Release Agreement, and he has not attempted or purported to do so. In the event White nevertheless institutes a lawsuit against any of the Released Persons that is expressly prohibited pursuant to the terms of this Release Agreement, or accepts recovery under one brought on his behalf, White agrees, only to the extent permitted by law: (i) to immediately return to the University all financial and other consideration provided by the University pursuant to Article VII of the Employment Agreement; and (ii) to pay the University its damages, costs and attorneys' fees incurred in enforcing this Release Agreement.

6. The parties acknowledge that although White waives his right to recover money damages for any claim in any forum, he does not waive his right to initiate or participate in any investigation by the EEOC or Tennessee Human Rights Commission regarding a claim of discrimination or his right to initiate or participate in an investigation by any other government agency.

7. White represents and warrants that he has disclosed to the University any and all violations of any Governing Athletic Rules or University Rules, as defined in the Employment Agreement, by himself or by others of which he has knowledge; and that, other than what he has disclosed to the University, he has no knowledge of or reasonable cause to believe there exists any other violation or potential violation of any Governing Athletic Rules or University Rule by himself or any other University employee or representative of the University's athletics interests prior to the date on which he executes this Release Agreement.

8. The University hereby expressly advises White to consult with an attorney before executing this Release Agreement. White acknowledges that he has been provided the opportunity to consult with counsel before executing this Release Agreement.

9. White has twenty-one (21) calendar days from receipt of this Release Agreement to consider whether to sign the Release Agreement. In order to accept the terms of this Release Agreement White must sign below, and returning it to the University's Office of the General Counsel, to the attention of the General Counsel.

10. White's decision to execute this Release Agreement is revocable for a period of seven (7) calendar days following his execution of this Release Agreement. To revoke this Release Agreement, White shall deliver a revocation letter, in the manner specified below, to the University's Office of the General Counsel by 11:59 p.m. on the seventh (7th) day after the date White has signed this Release Agreement. This Release Agreement becomes effective and enforceable only if the seven-day revocation period has expired without revocation. The parties acknowledge that the seven-day revocation period cannot be waived.

11. This Release Agreement is not valid until signed by both White and the University's Senior Vice President and Chief Financial Officer, and shall be effective the later of: (1) when the seven day revocation period expires; or (2) when the Senior Vice President and Chief Financial Officer has signed the Release Agreement.

Miscellaneous

12. Effective notice to the University shall be accomplished only by email to the University's General Counsel.

13. White and the University shall be subject to other provisions of the Employment Agreement that survive the termination of White's employment.

14. This Release Agreement is intended to finally and fully conclude the employment relationship between White and the University and shall not be interpreted as an admission by either White or the University of any wrongdoing or any violation of federal, state or local law, regulation, or ordinance. The University specifically denies that it, or any of the Released Parties, has ever committed any wrongdoing whatsoever against White.

15. The Employment Agreement and this Release Agreement constitute the entire agreement between the parties with respect to the subject matter of the Employment Agreement and this Release Agreement. This Release Agreement may not be modified or canceled in any manner except in writing, signed by White and the University's Senior Vice President and Chief Financial Officer. White acknowledges that the University has made no representations or promises to him, other than those in this Release Agreement or the Employment Agreement. If any provision in this Release Agreement is found to be unenforceable, all other provisions shall remain fully enforceable provided that such invalidity does not substantially undermine the intent of the parties. The covenants set forth in this Release Agreement shall be considered and construed as separate and independent covenants.

16. This Release Agreement shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against either party based on drafting.

17. This Release Agreement shall be governed by the law of the State of Tennessee. The parties acknowledge that the University is subject to the provisions of the Tennessee Public Records Act, particularly Tenn. Code Ann. §§ 10-7-503 to 10-7-506, and that in accordance with that Act, copies of this Release Agreement shall be available to the public upon appropriate request.

18. This Release Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original constituting but one and the same instrument.

READ THIS ENTIRE RELEASE AGREEMENT AND CAREFULLY CONSIDER ALL OF ITS PROVISIONS BEFORE SIGNING IT. IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS. YOU SHOULD CONSULT YOUR ATTORNEY BEFORE SIGNING THIS RELEASE AGREEMENT.

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

DANIEL J. WHITE

THE UNIVERSITY OF TENNESSEE

Dr. Daniel J. White

**Senior Vice President and Chief Financial Officer
The University of Tennessee**

Date

Date