

AMENDMENT NUMBER 1 TO EMPLOYMENT AGREEMENT

This is Amendment Number 1 ("Amendment") to the Employment Agreement between THE UNIVERSITY OF TENNESSEE ("University") and MARK WHARTON ("Wharton") that was fully executed on October 17, 2017 (the "Employment Agreement").

In consideration of the mutual promises and benefits of this Amendment, the University and Wharton agree as follows:


1. The University and Wharton agree to extend the term of the Employment Agreement by one (1) year. Accordingly, Article I, Section 1.2 of the Employment Agreement is amended by deleting the date of "August 31, 2022" and inserting instead the date of "August 31, 2023."
2. Article II, Section 2.1 of the Employment Agreement is amended by deleting the current language in its entirety and inserting instead the following language:

**Section 2.1** The University, as payment and consideration for the services to be performed by Wharton, as set forth herein, agrees to pay Wharton guaranteed gross base compensation in the amount of two hundred ten thousand dollars (\$210,000.00) per Contract Year (the "Base Pay"). Base Pay shall not be increased in accordance with any across-the-board or merit salary increase authorized for University employees by the State of Tennessee or the University. The University shall pay Base Pay to Wharton in twelve (12) equal monthly installments in accordance with the University's customary monthly payroll procedures, with partial months prorated.

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

THE UNIVERSITY OF TENNESSEE

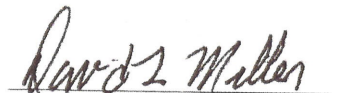
MARK WHARTON

By:   
Dr. Steven R. Angle  
Chancellor, The University  
of Tennessee at Chattanooga

  
Mark Wharton

4-5-2018  
Date

4/5/18  
Date

  
David L. Miller  
Chief Financial Officer  
The University of Tennessee

3/19/2018  
Date