

### CONTRACT OF EMPLOYMENT

JEFFREY P. GOLD, M.D.

### CHANCELLOR OF THE UNIVERSITY OF NEBRASKA MEDICAL CENTER

THIS CONTRACT is made by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate, hereinafter referred to as "the University", and JEFFREY P. GOLD, M.D., hereinafter referred to as "Chancellor Gold." The effective date of this Contract is the date it is accepted and signed by the last signature of Chancellor Gold or President Milliken as hereinafter provided.

**WITNESSETH**: That in accordance with action taken by the Board of Regents upon the recommendation of the President of the University as recorded in the Minutes of the meeting of the Board held on November 29, 2013 the University hereby agrees to appoint Jeffrey P. Gold, M.D., and Jeffrey P. Gold, M.D., hereby agrees to accept appointment as Chancellor of the University of Nebraska Medical Center (UNMC) and Vice President of the University of Nebraska (collectively, as Chancellor), subject to the following terms and conditions:

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **SECTION 1. TERM OF EMPLOYMENT**

The Term of Chancellor Gold's employment pursuant to this Contract shall be for a period of three (3) years beginning February 1, 2014, and expiring January 31, 2017 subject to either extension or earlier termination as provided in this Contract (Term).

### SECTION 2. SALARY; AUTHORITY AND DUTIES AS CHANCELLOR

Chancellor Gold will receive an initial annual (all year) salary of \$775,000 as Chancellor. Chancellor Gold's annual salary will be paid in twelve (12) equal monthly installments in accordance with the Bylaws of the Board of Regents (Bylaws) and payroll policies of the University governing payment of salary to other members of the all-year academicadministrative staff of the University for so long as he retains his appointment as Chancellor. Chancellor Gold's annual salary may at any time during his employment as Chancellor be adjusted upward by the President with reporting to the Board of Regents in accordance with the Bylaws. As Chancellor, Chancellor Gold will report and be accountable to the President, and Chancellor Gold will have all of the powers and shall perform all of the duties incident to the Office of Chancellor of the University of Nebraska Medical Center and Vice President of the University of Nebraska as such powers and duties are prescribed by law, the Bylaws, and policies, rules, and regulations of the University. The Chancellor is UNMC's chief executive officer, exercises broad delegated authority, and is responsible for all aspects of campus administration. In addition, the UNMC Chancellor plays a vital external role, serving as spokesperson for the campus and leading development of partnerships with a wide variety of public and private entities.

A significant restructuring of the hospital and clinical enterprise is now underway. The interim governance structure and interim (co-CEOs) management was recently adopted unanimously by The Nebraska Medical Center Board of Directors. This interim governance and planned permanent governance designates the UNMC Chancellor as permanent chair of the clinical enterprise board.

### **SECTION 3. APPOINTMENTS**

- (a) Special Appointment: Exempt (salaried) special appointment to the academic administrative staff of the University as Chancellor with benefits and under the terms and conditions of employment for members of the academic-administrative staff holding all-year, full-time special appointments as provided in Chapter III of the Bylaws and the rights and responsibilities of professional staff as provided in Chapter IV of the Bylaws. The special appointment shall commence on February 1, 2014 and may be terminated with at least 90 days notice in accordance with Section 4.4.1 of the Bylaws.
- (b) Professional/Academic Appointment. Health Professions Faculty Appointment at the rank of Professor in the Department of Surgery in the College of Medicine at UNMC. This appointment is coincident with the Special Appointment and shall have no salary obligation or separate employment obligations until exercise of retreat rights following termination of the special appointment above. Upon exercise of retreat rights to the faculty as Professor in the Department of Surgery in the College of Medicine at UNMC, the salary obligation shall be set at an annual level no less than \$300,000 or the average of the University funded (excludes amounts funded through the clinical practice plan or otherwise through non-state-supported funds) annual salary of the three highest paid faculty members in the Department of Surgery (whichever is higher) together with standard University benefits, for an initial term of five years commencing on termination of the special appointment above. The term of this Health Professions Faculty Appointment shall be extended for successive terms of 12 months unless UNMC gives notice of non-reappointment and termination in accordance with the requirements of Section 4.4.7 of the Bylaws. Dr. Gold is not licensed to practice medicine in the State of Nebraska at this time. It is expected that he will become licensed as soon as feasible following his appointment as Chancellor.
- (c) Chancellor Gold's appointments as Chancellor and Professor pursuant to this Contract shall be subject to the terms, conditions, rights and responsibilities of employment for members of the academic-administrative staff as provided in the Bylaws. A copy of the Bylaws as in effect on the date of this Contract has been furnished to Chancellor Gold.

### **SECTION 4. FRINGE BENEFITS**

(a) Chancellor Gold will receive the fringe benefits of University employment including vacation, disability leave, retirement and health insurance benefits prescribed for other members of the academic-administrative staff holding all-year, full-time, special appointments. Chancellor Gold will receive such additional fringe benefits relating to his employment as Chancellor as are hereinafter set forth in this Contract and as may be from time to time hereafter approved and authorized by the University.

- (b) The annual salary and taxable portion of fringe benefits paid to Chancellor Gold for his services pursuant to this Contract shall be subject to withholding for state and federal payroll taxes. The University shall (i) determine in accordance with applicable state and federal laws, regulations, orders and rulings the necessary payroll taxes to be withheld and (ii) appropriately withhold necessary amounts for payroll taxes owing on account of the University salary and the University fringe benefits paid to Chancellor Gold.
- (c) The University follows an IRS Audit Closing Agreement approved by the Regents on December 10, 1994 as well as applicable rules and income reporting guidelines from the Internal Revenue Service. Individual income and taxable fringe benefits resulting to the Chancellor are reported as taxable income from the University to the Chancellor on the University's regular payroll reporting (W-2) form. Chancellor Gold shall provide substantiation for any travel, entertainment, gift, or transportation expenses for which he seeks reimbursement from the University.

### **SECTION 5. DEFERRED COMPENSATION AGREEMENT**

During his appointment as Chancellor, Chancellor Gold shall earn and receive deferred compensation as provided in the Deferred Compensation Agreement attached hereto as Exhibit A.

### **SECTION 6. MOVING EXPENSES**

The University will provide funding for approved moving expenses, including airfare for Chancellor Gold and his spouse to return to Omaha for house hunting consistent with University policy.

### **SECTION 7. PROFESSIONAL DUES AND MEETINGS**

Chancellor Gold may attend educational conferences, conventions, courses, seminars and other similar professional growth activities, and reasonable expenses in connection therewith including membership in professional organizations, will be paid by the University.

### SECTION 8. PROFESSIONAL, BUSINESS, AND CIVIC ACTIVITIES

Chancellor Gold will devote substantially all of his time, attention and energies to performance of his duties as Chancellor. However, the expenditure of reasonable amounts of time for professional activities and for personal business, charitable, civic, or service activities will not be considered a breach of the performance of Chancellor Gold's University duties, so long as such activities do not interfere with the performance thereof. Chancellor Gold should not engage in any outside activity which may be adverse to the best interests of the University, and he shall not serve as a compensated member of the Board of Directors of any for-profit organization without first obtaining the approval of the President.

### **SECTION 9. PERFORMANCE EVALUATIONS**

Prior to July 1 of each calendar year during Chancellor Gold's employment as Chancellor, Chancellor Gold's professional performance will be evaluated by the President and reviewed by the Regents in accordance with a method that is mutually agreeable to Chancellor Gold and the President.

### SECTION 10. EXTENSION OF TERM OF EMPLOYMENT

The term of Chancellor Gold's employment as Chancellor (as stated in Section1 of this Contract) may, at or prior to the conclusion of the initial Term, be extended for an additional period or periods (each a Renewal Term) upon the terms and conditions contained herein or upon the terms and conditions as may be mutually agreed to by the President and the Chancellor.

### **SECTION 11. TERMINATION FOR CAUSE**

The President may for Cause, as hereinafter defined, terminate the employment of Chancellor Gold as Chancellor of the University at any time. For purposes of this Contract the term "Cause" shall mean: gross neglect of duty, insubordination, or other personal or professional misconduct which substantially interferes with Chancellor's continued performance of his duties as Chancellor. The President shall not act to terminate Chancellor Gold's employment as Chancellor for Cause unless the President first gives Chancellor Gold written notice of the grounds alleged to constitute such Cause for termination of his employment as Chancellor, following the process provided in Section 4.7.1 of the Bylaws. In the event of termination of Chancellor Gold's employment as Chancellor for Cause, this Contract and all compensation and benefits provided to Chancellor Gold as consideration for his employment as Chancellor shall terminate; provided, however, Chancellor Gold's Health Professions Faculty Appointment as Professor in the Department of Surgery in the College of Medicine of the University of Nebraska Medical Center and all attendant rights, interests and responsibilities relating to employment in such faculty position and his salary in the amount provided in Section 3 (b) hereof will not be affected by such termination and will continue as a separate appointment and salary obligation unless the same shall also be terminated as provided in Section 4.4.7 of the Bylaws.

### SECTION 12. TERMINATION WITHOUT CAUSE; RESIGNATION; PROFESSIONAL DEVELOPMENT LEAVE

- (a) Termination of Employment as Chancellor. Chancellor Gold's appointment as UNMC Chancellor may be terminated with at least 90 days notice in accordance with Section 4.4.1 of the Bylaws.
- (b) Resignation. Chancellor Gold may resign from his employment as Chancellor without penalty upon giving the President at least one hundred eighty (180) days advance written notice of such resignation, in which event this Contract shall terminate on the effective date of resignation. The President may at his or her discretion waive the one hundred eighty (180) day

notice of resignation requirement of this section, and upon such waiver by the President, Chancellor Gold's resignation shall take effect immediately.

- (c) Professional Development Leave. If after three or more years of service as Chancellor, Chancellor Gold shall be terminated without Cause or resign from the Office of Chancellor for a reason other than retirement or taking another position outside of the University, Chancellor Gold shall receive a six (6) month leave of absence with pay (or twelve (12) months at one-half pay) at the Chancellor's salary he is receiving at the time of resignation together with standard University benefits (not including deferred compensation and other benefits attendant to the Office of Chancellor of UNMC provided by this Contract or otherwise). The leave of absence will be increased to 12 months after ten (10) or more years of service as Chancellor. The purpose of such leave of absence shall be for professional development. Such leave of absence shall have no pay-back requirements, and, except for retirement or taking another position outside of the University, shall not be conditioned in any manner upon the circumstances of Chancellor Gold's resignation from the Office of Chancellor. Upon conclusion of this leave of absence, Chancellor Gold shall be entitled to employment by the University in his Health Professions Faculty position as Professor in the Department of Surgery in the College of Medicine of the University of Nebraska Medical Center as provided in Section 3 (b) above.
- (d) Death. In the event of the death of Chancellor Gold, this Contract shall terminate at the end of the calendar month in which death occurs. The University shall be liable to Chancellor Gold's personal representative for any accrued but unpaid compensation together with any other benefits which shall be payable to Chancellor Gold's personal representative by reason of his death.

### SECTION 13. LIQUIDATED DAMAGES AND MITIGATION RELATED TO TERMINATION OF EMPLOYMENT FOR REASONS OTHER THAN FOR CAUSE

(a) In the event of termination as Chancellor other than for cause under Section 11 of this Contract, the parties agree that the damages incurred by Chancellor Gold would be uncertain and not susceptible to exact computation. Accordingly, it is understood and agreed that any and all claims which may arise in Chancellor's favor against the University and its Board members, employees and agents by reason of such termination shall be strictly and solely limited to an amount of liquidated damages to be determined by multiplying the number of full months remaining in the Term immediately prior to the termination (such period of time to be referred to herein as the "LD Term") by the amount of \$64,583 shall be paid to Chancellor Gold. Except as otherwise set forth in this section below with respect to mitigation, the liquidated damages shall be paid in equal monthly installments over the course of the LD Term. In case of Chancellor Gold's death, the University's obligations under this Section 13 shall cease effective on the last day of the month in which Chancellor Gold dies. (b) In the event Chancellor Gold separates from his Health Professions Faculty position as Professor in the Department of Surgery in the College of Medicine of the University of Nebraska Medical Center during the LD Term, Chancellor Gold hereby acknowledges and agrees to accept the duty to mitigate the liquidated damages and the University's obligations to pay such damages shall cease upon payment of a lump sum based on the difference between \$64,583 and the monthly gross cash salary at the new employment multiplied by the remaining months in the LD Term discounted to present value at the 3-year Treasury Constant Maturity

Rate. Any such lump sum shall be paid to Chancellor Gold within sixty (60) days of the commencement of Chancellor Gold's new employment.

(c) Upon payment of liquidated damages to Chancellor Gold, Chancellor Gold does hereby waive and release the University, its Board members, administrators, employees and agents, from any and all claims of any nature whatsoever, which may arise by reason of such termination, including, but not limited to any benefits of employment or other income which may accrue to Chancellor Gold by reason of Chancellor Gold's position as Chancellor.

(d) The obligations of the University and Chancellor Gold under this section 13 shall survive termination of this Contract.

### SECTION 14. CONTRACT AMENDMENTS, GOVERNING LAW, SEVERABILITY

This Contract may be amended at any time by written instrument duly approved by the President and accepted by Chancellor Gold; provided, however, no such written instrument shall be required for any increases in Chancellor Gold's salary, as provided herein, or to the fringe benefits of his employment as Chancellor, either of which may be accomplished at any time by official approval and reporting in accordance with the Bylaws without the necessity for written modification or amendment hereof. This Contract shall be construed and enforced in accordance with, and is subject to, the laws of the State of Nebraska. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the dates indicated below.

Executed this \_\_\_\_\_\_, day of \_\_\_\_\_\_\_, 2013, by the President of the University of Nebraska as the duly authorized representative of the Board of Regents.

Attest:	THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
Corporation Secretary	James B. Milliken, President
Accepted and agreed by Chancellor Gold on	this 7 day of December 2013.
Jeffrey P. Gold. M.D.	-

2013 12 6 Chancellor Gold Contract.docx Enclosure

## FIRST AMENDMENT TO CONTRACT OF EMPLOYMENT JEFFREY P. GOLD, M.D. CHANCELLOR OF THE UNIVERSITY OF NEBRASKA MEDICAL CENTER

THIS FIRST AMENDMENT TO THE CONTRACT OF EMPLOYMENT is made effective on \_\_\_\_\_\_, 2017, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, hereinafter referred to as "the Board," and JEFFREY P. GOLD, M.D., hereinafter referred to as "Chancellor Gold."

### WITNESSETH:

That in accordance with action taken by the Board of Regents upon the recommendation of the President of the University as recorded in the Minutes of the meeting of the Board held on November 29, 2013, the University hereby continues the appointments of Jeffrey P. Gold, M.D., and Jeffrey P. Gold, M.D., hereby agrees to continue his appointment as Chancellor of the University of Nebraska Medical Center (UNMC) and Vice President of the University of Nebraska (collectively, as Chancellor), subject to the terms and conditions of a contract of employment entered into on December 11, 2013, the letter extension dated February 28, 2014, extending his term to January 31, 2018, and the letter extension dated February 6, 2016, extending his term to June 30, 2020, and this amendment.

Sections 1 and 10 of Chancellor Gold's Contract of Employment provide that the term of said contract is for a period of three (3) years beginning February 1, 2014, and expiring on January 31, 2017, and that the term of said contract is subject to extension. In accordance with Sections 1 and 10, Chancellor Gold's Contract of Employment is hereby extended for a period of five (5) additional years, beginning July 1, 2017, and expiring on June 30, 2022.

Section 14 of Chancellor Gold's Contract of Employment provides that said contract may be amended at any time by written instrument duly approved by the President and accepted by Chancellor Gold. In accordance with Section 14, Sections 3, 11, and 12 of the Contract of Employment are deleted in their entirety and replaced with the following new Sections 3, 11, and 12, respectively:

#### **SECTION 3. APPOINTMENTS**

(a) Special Appointment: Exempt (salaried) special appointment to the academic administrative staff of the University as Chancellor with benefits and under the terms and conditions of employment for members of the academic-administrative staff holding all-year, full-time special appointments as provided in Chapter III of the Bylaws and the rights and responsibilities of professional staff as provided in Chapter IV of the Bylaws. The special appointment shall commence on February 1, 2014.

- (b) Academic Appointment: All-year continuous (tenured) appointment at the rank of Professor in the Department of Surgery in the College of Medicine at UNMC. This appointment is coincident with the Special Appointment and shall have no salary obligation or separate employment obligations until exercise of retreat rights following termination of the special appointment above. Upon exercise of retreat rights to the faculty as Professor in the Department of Surgery in the College of Medicine at UNMC, the salary obligation shall be set at an annual level no less than \$300,000 or the average of the University funded (excludes amounts funded through the clinical practice plan or otherwise through non-state-supported funds) annual salary of the three highest paid faculty members in the Department of Surgery (whichever is higher) together with standard University benefits, commencing on termination of the special appointment above.
- (c) Chancellor Gold's appointments as Chancellor and Professor pursuant to this Contract shall be subject to the terms, conditions, rights and responsibilities of employment for members of the academic-administrative staff as provided in the Bylaws. A copy of the Bylaws as in effect on the date of this Contract has been furnished to Chancellor Gold.

### **SECTION 11. TERMINATION FOR CAUSE**

The President may for Cause, as hereinafter defined, terminate the employment of Chancellor Gold as Chancellor of the University of Nebraska Medical Center at any time. For purposes of this Contract the term "Cause" shall mean: gross neglect of duty, insubordination, or other personal or professional misconduct which substantially interferes with Chancellor Gold's continued performance of his duties as Chancellor. The President shall not act to terminate Chancellor Gold's employment as Chancellor for Cause unless the President first gives Chancellor Gold written notice of the grounds alleged to constitute such Cause for termination of his employment as Chancellor, following the process provided in Section 4.7.1 of the Bylaws. In the event of termination of Chancellor Gold's employment as Chancellor for Cause, this Contract and all compensation and benefits provided to Chancellor Gold as consideration for his employment as Chancellor shall terminate; provided, however, Chancellor Gold's Continuous (tenured) Appointment as Professor in the Department of Surgery in the College of Medicine of the University of Nebraska Medical Center and all attendant rights, interests and responsibilities relating to employment in such faculty position and his salary in the amount provided in Section 3 (b) hereof will not be affected by such termination and will continue as a separate appointment and salary obligation unless the same shall also be terminated as provided in Section 4.4.7 of the Bylaws.

### SECTION 12. RESIGNATION; PROFESSIONAL DEVELOPMENT LEAVE

- (a) Resignation. Chancellor Gold may resign from his employment as Chancellor without penalty upon giving the President at least one hundred eighty (180) days advance written notice of such resignation, in which event this Contract shall terminate on the effective date of resignation. The President may at his or her discretion waive the one hundred eighty (180) day notice of resignation requirement of this section, and upon such waiver by the President, Chancellor Gold's resignation shall take effect immediately.
- (b) Professional Development Leave. If Chancellor Gold shall resign from the Office of Chancellor for a reason other than retirement or taking another position outside of the University, Chancellor Gold shall receive a six (6) month leave of absence with pay (or twelve (12) months at one-half pay) at the Chancellor's salary he is receiving at the time of resignation together with standard University benefits (not including deferred compensation and other benefits attendant to the Office of Chancellor of UNMC provided by this Contract or otherwise). The leave of absence will be increased to 12 months after ten (10) or more years of service as Chancellor. The purpose of such leave of absence shall be for professional development. Such leave of absence shall have no pay-back requirements, and, except for retirement or taking another position outside of the University, shall not be conditioned in any manner upon the circumstances of Chancellor Gold's resignation from the Office of Chancellor. Upon conclusion of this leave of absence. Chancellor Gold shall be entitled to employment by the University in his position as Professor in the Department of Surgery in the College of Medicine of the University of Nebraska Medical Center as provided in Section 3 (b) above.
- (c) Death. In the event of the death of Chancellor Gold, this Contract shall terminate at the end of the calendar month in which death occurs. The University shall be liable to Chancellor Gold's personal representative for any accrued but unpaid compensation together with any other benefits which shall be payable to Chancellor Gold's personal representative by reason of his death.

Further, also in accordance with Section 14, Section 13 of the Contract of Employment is deleted in its entirety.

In all other respects, Chancellor Gold's Contract of Employment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Chancellor Gold's Contract of Employment on the date first set forth above.

UNIVERSITY OF NEBRASKA	THE	
Corporation Secretary	By:President	
Corporation occidenty	Tresident	
Accepted by Jeffrey P. Gold, M.D., on this	1 day of Lapuil	_, 2017.
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# SECOND AMENDMENT TO CONTRACT OF EMPLOYMENT JEFFREY P. GOLD, M.D. CHANCELLOR OF THE UNIVERSITY OF NEBRASKA MEDICAL CENTER

THIS SECOND AMENDMENT TO THE CONTRACT OF EMPLOYMENT OF JEFFREY P. GOLD AS CHANCELLOR OF THE UNIVERSITY OF NEBRASKA MEDICAL CENTER is effective as of 2019, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, ("University") and JEFFREY P. GOLD, M.D. ("Chancellor Gold"), collectively, "the Parties."

WHEREAS, in accordance with Regents Bylaw 2.1, on November 29, 2013, the Board of Regents of the University of Nebraska approved the appointment by the President of the University of Nebraska of Chancellor Gold to be Chancellor of the University of Nebraska Medical Center with an effective date of employment beginning on February 1, 2014, such employment to be for a term of three years, and expiring on January 31, 2017; and

WHEREAS, by letter extension dated February 28, 2014, Chancellor Gold's employment was extended to January 31, 2018, and by subsequent letter extension dated February 6, 2016, his employment was extended to June 30, 2020; and

WHEREAS, effective April 1, 2017, the Parties entered into a First Amendment to Chancellor Gold's Contract of Employment ("First Amendment") extending Chancellor Gold's employment for a period of five (5) additional years through June 30, 2022; and

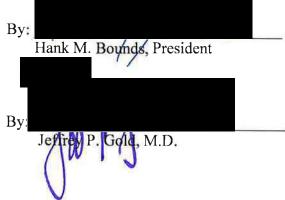
WHEREAS, the Parties desire to further extend Chancellor Gold's Contract of Employment.

**NOW THEREFORE,** in consideration of the mutual promises set forth herein, the Parties agree as follows:

Sections 1 and 10 of Chancellor Gold's Contract of Employment, as extended by the letter extensions and as further extended and amended by the First Amendment, are hereby amended to provide an extension of Chancellor Gold's Contract of Employment for a period of three (3) additional years, beginning July 1, 2022 and expiring on June 30, 2025.

In all other respects, Chancellor Gold's Contract of Employment as amended by the First Amendment shall remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Second Amendment to Chancellor Gold 's Contract of Employment effective as of the date set forth above.



## THIRD AMENDMENT TO CONTRACT OF EMPLOYMENT JEFFREY P. GOLD, M.D.

### CHANCELLOR OF THE UNIVERSITY OF NEBRASKA MEDICAL CENTER

**THIS THIRD AMENDMENT TO THE CONTRACT OF EMPLOYMENT** is made effective on December 5, 2020, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, hereinafter referred to as "the Board," and JEFFREY P. GOLD, M.D., hereinafter referred to as "Chancellor Gold."

### WITNESSETH:

WHEREAS, in accordance with Regents Bylaw 2.1, on November 29, 2013, the Board of Regents of the University of Nebraska approved the appointment by the President of the University of Nebraska of Chancellor Gold to be Chancellor of the University of Nebraska Medical Center (UNMC) with an effective date of employment beginning on February 1, 2014, such employment to be for a term of three years, and expiring on January 31, 2017; and

**WHEREAS**, by letter extension dated February 28, 2014, Chancellor Gold's employment was extended to January 31, 2018, and by subsequent letter extension dated February 6, 2016, his employment was extended to June 30, 2020 (the "Letters of Extension"); and

WHEREAS, effective April 1, 2017, the Parties entered into a First Amendment to Chancellor Gold's Contract of Employment ("First Amendment") extending Chancellor Gold's employment for a period of two (2) additional years through June 30, 2022; and

**WHEREAS**, effective February 14, 2019, the Parties entered into a Second Amendment to Chancellor Gold's Contract of Employment ("Second Amendment") extending Chancellor Gold's employment for a period of three (3) additional years through June 30, 2025; and

WHEREAS, the Parties desire to further extend Chancellor Gold's Contract of Employment and continue his appointment as Chancellor of the University of Nebraska Medical Center and Vice President of the University of Nebraska (collectively, as Chancellor), subject to the terms and conditions of a contract of employment entered into on December 11, 2013, as amended; and

WHEREAS, Sections 1, 10 and 14 of Chancellor Gold's Contract of Employment provide that the term of said contract is subject to extension and that said contract may be amended at any time by written instrument duly approved by the President and accepted by Chancellor Gold.

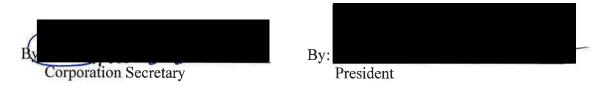
**NOW THEREFORE**, in consideration of the mutual promises set forth herein, the Parties agree as follows:

Pursuant to Section 10 of Chancellor Gold's Contract of Employment, Section 1 of Chancellor Gold's Contract of Employment, as extended by the Letters of Extension, and as further extended and amended by the First Amendment and the Second Amendment, is hereby amended to provide an extension of Chancellor Gold's Contract of Employment for a period of two (2) additional years, beginning July 1, 2025 and expiring on June 30, 2027.

In all other respects, Chancellor Gold's Contract of Employment, as amended by the First Amendment and Second Amendment, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Chancellor Gold's Contract of Employment on the date first set forth above.

ATTEST: THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA



Accepted by Jeffrey P. Gold, M.D., on this 18th day of November, 2020.

