



## AMENDMENT NUMBER 1 TO EMPLOYMENT AGREEMENT

This is Amendment Number 1 to the Employment Agreement between **THE UNIVERSITY OF TENNESSEE** ("University") and **KELLIE HARPER** ("Coach") that became effective on June 10, 2019, as amended by the Uniform Amendment on Contracting Authority and the Uniform Special Pandemic Amendment that each became effective on October 22, 2020. In consideration of the covenants contained in this Amendment Number 1, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

The University and Coach agree to extend the Term of the Employment Agreement by two (2) years. Accordingly, Article I, Section 1.2 is amended by deleting the date of "April 15, 2024" and substituting the date of "April 14, 2026."

Article II, Section 2.2.1 is amended to increase the Supplemental Pay by deleting "Four Hundred Seventy-Five Thousand Dollars (\$475,000)" in the first sentence and substituting "Five Hundred Twenty-Five Thousand Dollars (\$525,000)." The parties agree that this increase in Supplemental Pay will become effective on July 1, 2021 and will be prorated for the contract year of April 15, 2021 - April 14, 2022.

Article II is amended by adding the following language as a new section:

**SECTION 2.11. AIRCRAFT.** The University shall provide Coach with the use of non-commercial (private or charter) aircraft for Coach's personal, non-business travel, and/or that of her guests and/or family, for up to three (3) round-trip flights within the continental United States per Contract Year. Coach acknowledges that the provision of aircraft for personal, non-business travel is a taxable fringe benefit subject to all applicable state and federal tax reporting and withholding requirements.

Article III, Section 3.1.2 is amended by deleting the date of "April 15, 2024" and substituting the date of "April 14, 2026."

Article III, Section 3.1.3 is amended by deleting the date of "April 15, 2024" in the first sentence and substituting the date of "April 14, 2026."

Article III, Section 3.3.2 is amended by deleting that section in its entirety and substituting the following:

**Section 3.3.2 Coach Separation Payment and Separation Payment Schedule.** If Coach terminates this Agreement without cause, then Coach (or a third party on Coach's behalf) shall pay the University a separation payment (the "Coach Separation Payment") in accordance with the following schedule:

<u><b>Date of Termination by Coach</b></u>	<u><b>Amount of Coach Separation Payment</b></u>
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Before April 15, 2023	\$1,000,000
April 15, 2023 - April 15, 2025	\$500,000
After April 15, 2025	The amount equal to the aggregate Base Pay and Supplemental Pay that Coach would have earned under this Agreement between the Coach Termination Date and April 14, 2026

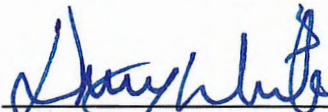
Payment of the Coach Separation Payment shall be made to the University within forty-five (45) days of the Coach Termination Date.

Except as revised by this Amendment Number 1, the Employment Agreement, as previously amended by the Uniform Amendment on Contracting Authority and the Uniform Special Pandemic Amendment, remains in full force and effect.

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


**THE UNIVERSITY OF TENNESSEE**

**KELLIE HARPER**

By:   
**Dr. Daniel White**  
**Vice Chancellor and**  
**Director of Athletics**  
**The University of Tennessee,**  
**Knoxville**  
5.10.21

  
**Kellie Harper**

5/10/21  
Date

  
**Dr. Donde Plowman**  
**Chancellor**  
**The University of Tennessee,**  
**Knoxville**

5/11/21  
Date