

AMENDMENT NUMBER 2 TO EMPLOYMENT AGREEMENT

This is Amendment Number 2 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, and Amendment Number 1 that became effective on May 11, 2021. In consideration of the covenants contained in this Amendment Number 2, 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 one (1) year. Accordingly, Article I, Section 1.2 is amended by deleting the date of "April 14, 2026" and substituting the date of "April 14, 2027."

Article II, Section 2.2.1 is amended to increase the Supplemental Pay by deleting "Five Hundred Twenty-Five Thousand Dollars (\$525,000)" in the first sentence and substituting "Seven Hundred Twenty-Five Thousand Dollars (\$725,000)." The parties agree that this increase in Supplemental Pay will become effective on January 1, 2022.

Article II, Sections 2.3.1, 2.3.2, and 2.3.3 are amended by deleting those sections in their entirety and substituting the following:

Section 2.3.1. SEC Achievements. Either or both of the following:

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|-----|---|----------|
| (a) | Winning the SEC Regular Season Championship
(as determined by the SEC) | \$60,000 |
| (b) | Winning the SEC Tournament Championship | \$30,000 |

Section 2.3.2. NCAA Achievement. A maximum of one (1) of the following (payment based on highest goal achieved in this subsection):

- | | | |
|-----|---|-----------|
| (a) | Winning the NCAA Championship | \$400,000 |
| (b) | Appearing in the NCAA Championship Game | \$200,000 |
| (c) | Appearing in the Final Four | \$150,000 |
| (d) | Appearing in the Elite Eight | \$100,000 |
| (e) | Appearing in the Sweet Sixteen | \$75,000 |
| (f) | Appearing in the Round of Thirty-Two | \$40,000 |
| (g) | Appearing in the NCAA Tournament | \$25,000 |

Section 2.3.3. Coach of the Year Achievements. Either or both of the following:

- | | | |
|-----|-------------------------------------|----------|
| (a) | Naismith National Coach of the Year | \$20,000 |
| (b) | SEC Coach of the Year | \$15,000 |

Article III, Section 3.1.2 is amended by deleting that section in its entirety and substituting the following:

Section 3.1.2 University Separation Payment. If the University terminates this Agreement without cause, then the University shall pay Coach a separation payment (the "University Separation Payment") in accordance with the following amounts:

<u>Date of Termination by University</u>	<u>Amount of University Separation Payment</u>
On or before March 31, 2024	The amount equal to one hundred percent (100%) of the aggregate Base Pay and Supplemental Pay that Coach would have earned under this Agreement between the Coach Termination Date and April 14, 2027
April 1, 2024 – March 31, 2027	The amount equal to fifty percent (50%) of the aggregate Base Pay and Supplemental Pay that Coach would have earned under this Agreement between the Coach Termination Date and April 14, 2027

Article III, Section 3.1.3 is amended by deleting the date of "April 14, 2026" in the first sentence and substituting the date of "April 14, 2027."

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:

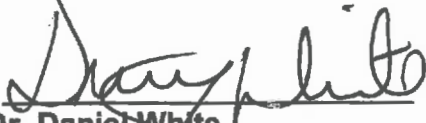
<u>Date of Termination by Coach</u>	<u>Amount of Coach Separation Payment</u>
Before April 15, 2024	\$1,500,000
April 15, 2024 – April 15, 2026	\$750,000
After April 15, 2026	The amount equal to aggregate Base Pay and Supplemental Pay that that Coach would have earned under this Agreement between the Coach Termination Date and April 14, 2027


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

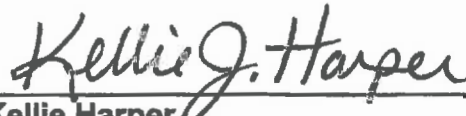
IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2 to Employment Agreement on the dates shown below.


THE UNIVERSITY OF TENNESSEE

By: 
Dr. Daniel White
Vice Chancellor and
Director of Athletics
The University of Tennessee,
Knoxville
5.4.22
Date


Dr. Donde Plowman
Chancellor
The University of Tennessee,
Knoxville
5.5.22
Date

KELLIE HARPER


Kellie Harper
5/2/22
Date

The University of Tennessee
DocuSigned by:

Signature: Chris Cimino
Name: Chris Cimino
Title: Sr. Vice Chancellor for Finance & Administration
8/8/2022

