

AMENDMENT NUMBER 2 TO EMPLOYMENT AGREEMENT

This is Amendment Number 2 to the Employment Agreement 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 **KELSEY POPE** (“Coach”) that became effective on October 9, 2022 and was amended on January 11, 2024. 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. Accordingly, the first sentence of Article I, Section 1.2 is deleted and substituted with the following language:

SECTION 1.2. TERM. The term of this Agreement shall be from March 7, 2022 through January 31, 2026 (the “Term”), unless Coach’s employment is terminated sooner as provided in this Agreement (in which case the “Term” will end when Coach’s employment is terminated).

The University and Coach also agree to increase the Base Pay of the Employment Agreement. Accordingly, the first sentence of Article II, Section 2.1 of the Employment Agreement is deleted and substituted with the following language:

SECTION 2.1. BASE PAY. As payment and consideration for the services to be performed by Coach under this Agreement, the University agrees to pay Coach an annualized salary (“Base Pay”) in the amount of Five Hundred Fifty Thousand (\$550,000) for February 1, 2024 to January 31, 2026.

Additionally, the University and Coach also agree to amend Section 3.1 of the Employment Agreement by adding the following Section 3.1.2 to the Agreement:

SECTION 3.1.2. UNIVERSITY SEPARATION PAYMENT. If the University terminates Coach’s employment without Cause, then the University shall pay Coach a separation payment in an amount equal to the monthly rate of the sum of Base Pay and Supplemental Pay times the number of months remaining in the Term, with any part of a month prorated based on weekdays and subject to all applicable state and federal tax reporting and withholding requirements (the “University Separation Payment”). Payment of the University Separation Payment shall be made in equal monthly installments over the time remaining in the Term had the

Agreement not been terminated (the "Offset Period"), with the first monthly installment of the University Separation Payment due on or before the last day of the month following the month in which Coach's employment was terminated. The University's obligations to pay the University Separation Payment shall not accrue interest (so long as not in arrears). As a condition of being eligible to receive the University Separation Payment, Coach shall be required to: (i) execute a waiver and release of claims substantially in the form attached as Appendix A (which may be modified to conform to subsequent changes in the law or by mutual agreement of the parties) and incorporated herein by reference, and (ii) use his reasonable efforts to mitigate the University's obligation to pay the University Separation Payment by making reasonable and diligent efforts as soon as practicable following termination to obtain another comparable employment or paid services position that coach is able to obtain based on his skill and experience. Coach's failure to satisfy either condition will nullify the University's obligation to make the University Separation Payment. During the period of time in which the University is obligated to make the University Separation Payment, Coach shall promptly report to the University on a quarterly basis all non-passive income 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 Coach from the monthly University Separation Payment installment.

Except as revised by this Amendment Number 2, the Employment Agreement, as Amended by Amendment No 1, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 2 on the dates indicated below.

THE UNIVERSITY OF TENNESSEE

DocuSigned by:
Danny White
By: _____
945B07F887A5477...
Dr. Daniel J. White
Vice Chancellor and Director of Athletics
The University of Tennessee, Knoxville

2/23/2024 | 08:41:40 PST

Date

DocuSigned by:
Donde Plowman

E58D6E72BC1744E...
Dr. Donde Plowman, Chancellor
The University of Tennessee, Knoxville

2/25/2024 | 05:51:29 MST

Date

KELSEY POPE

DocuSigned by:
Kelsey Pope

CF695903957A44A...
Kelsey Pope

2/21/2024 | 08:29:42 PST

Date