

## AMENDMENT NUMBER 3 TO EMPLOYMENT AGREEMENT

This is Amendment Number 3 ("Amendment") to the Employment Agreement between **THE UNIVERSITY OF TENNESSEE** ("University") and **KELSEY POPE** ("Coach"), dated November 4, 2022, as amended by Amendment Number 1, dated January 11, 2024, and Amendment Number 2, dated February 25, 2024. In consideration of the covenants contained in this Amendment, 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 until January 31, 2028. Accordingly, Article I, Section 1.2 is amended by deleting the date of "January 31, 2026" and substituting the date of "January 31, 2028".

Article II, Section 2.1 is amended by deleting the first sentence in its entirety and substituting the following:

**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: (i) Eight Hundred Thousand (\$800,000) for December 6, 2025 to January 31, 2027; and (ii) of Eight Hundred Fifty Thousand (\$850,000) for February 1, 2027 to January 31, 2028.

Article II, Section 2.3.1 of the Employment Agreement is hereby amended by deleting the current language in its entirety and substituting the following language:

**Section 2.3.1.** A maximum of one (1) of the following (payment based on highest goal achieved in this subsection):

- (a) Appearing in a bowl game 8.33%
- (b) Appearing in a CFP First Round game 12%
- (c) Appearing in a CFP Quarterfinal Game 14%
- (d) Appearing in a CFP Semifinal Game 16%

Article III, Section 3.3.2 is amended by deleting the first sentence in its entirety and substituting them with the following:

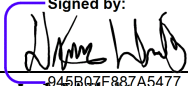
**Section 3.3.2. Coach Separation Payment.** If Coach terminates this Agreement without cause at any time prior to the end of the Term, including any extension thereof, and accepts employment with any school or any NFL team, then Coach shall pay the University a one-time separation payment ("Coach Separation Payment") in an amount equal to fifty percent (50%) of the amount of remaining Base Pay (as determined under section 2.1) that Coach would have received if he had completed the Term.

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

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

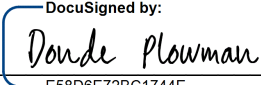
**THE UNIVERSITY OF TENNESSEE**

By:

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

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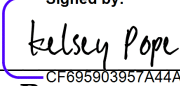
Date

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

12/8/2025 | 03:32:34 MST

Date

**KELSEY POPE**

Signed by:  
  
CF695903957A44A...  
**Kelsey Pope**

12/7/2025 | 20:54:55 EST

Date