

AMENDMENT NUMBER 4 TO EMPLOYMENT AGREEMENT

This is Amendment Number 4 (“Amendment”) to the Employment Agreement between **THE UNIVERSITY OF TENNESSEE** (“University”) and **CHRIS WOODRUFF** (“Coach”), dated July 1, 2019, as amended by the Uniform Amendment on Contracting Authority and the Uniform Special Pandemic Amendment that each became effective on October 28, 2020, Amendment Number 1 that became effective on July 14, 2021, Amendment Number 2 that became effective on September 8, 2022, and Amendment Number 3 that became effective on August 31, 2023. 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 June 30, 2030. Accordingly, Article I, Section 1.2 is amended by deleting the date of “June 30, 2028” and substituting the date of “June 30, 2030”.

Article II, Section 2.1 is amended deleting that section 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 accordance with the following schedule, subject to all applicable state and federal tax reporting and withholding requirements:

<u>Contract Year</u>	<u>Base Pay</u>
July 1, 2025 – June 30, 2026	\$275,000
July 1, 2026 – June 30, 2027	\$275,000
July 1, 2027 – June 30, 2028	\$275,000
July 1, 2028 – June 30, 2029	\$275,000
July 1, 2029 – June 30, 2030	\$275,000

The University shall pay the Base Pay to Coach in twelve (12) equal monthly installments in accordance with the University’s customary monthly payroll procedures, with partial years or months prorated. The Base Pay shall not be increased in accordance with the terms of any across-the-board salary increase authorized or mandated for University employees by the State of Tennessee or the University. The Base Pay is subject to the same furlough and temporary salary reduction measures that may be imposed from time-to-time by the University on its exempt employees.

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

SECTION 3.1.2 Separation Payment. If the University terminates this Agreement without cause pursuant to Section 3.1.1, then the University shall pay Coach a separation payment (the “University Separation Payment”) in an amount equal to fifty percent (50%) of the aggregate Base Pay (prorated) that would have been owed to Coach for the remainder of the Term as of the University Termination Date.

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

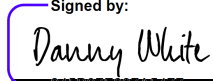
SECTION 3.3.2 Coach Separation Payment and Separation Payment Schedule. If Coach terminates this Agreement without cause pursuant to 3.3.1, then Coach (or a third party on Coach’s behalf) shall pay the University a separation payment (the “Coach Separation Payment”) in an amount equal to fifty percent (50%) of the aggregate Base Pay (prorated) that would have been owed to Coach for the remainder of the Term as of the Coach Termination Date. 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, the Employment Agreement, as otherwise amended, remains in full force and effect.

[SIGNATURE PAGE TO FOLLOW]


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

THE UNIVERSITY OF TENNESSEE

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

7/28/2025 | 07:24:39 PDT

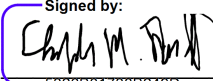
Date


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Dr. Donde Plowman
Chancellor
The University of Tennessee,
Knoxville

7/28/2025 | 14:49:54 MDT

Date

CHRIS WOODRUFF


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Chris Woodruff

7/11/2025 | 14:03:32 PDT

Date