

AMENDMENT NUMBER 4 TO EMPLOYMENT AGREEMENT

This is Amendment Number 4 ("Amendment") to the Employment Agreement between **THE UNIVERSITY OF TENNESSEE** ("University") and **KAREN WEEKLY** ("Coach"), dated September 11, 2017, 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 28, 2021, Amendment Number 2 that became effective on May 21, 2023, and Amendment Number 3 that became effective on July 10, 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 June 30, 2030. Accordingly, Article I, Section 1.2 is amended by deleting the date of "June 30, 2029" and substituting the date of "June 30, 2030".

Article II, Section 2.1 is amended by 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	\$540,000
July 1, 2026 – June 30, 2027	\$540,000
July 1, 2027 – June 30, 2028	\$540,000
July 1, 2028 – June 30, 2029	\$540,000
July 1, 2029 – June 30, 2030	\$540,000

The University shall pay the Base Pay in equal monthly installments in accordance with the University's customary monthly payroll procedures, with parties years or months prorated. The Base Pay shall not be increased in accordance with the terms of any across the board or merit 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 3.1.1 is amended by deleting that section in its entirety and substituting the following:

SECTION 3.1.1 University Separation Payment. In its sole discretion and at any time during the Term, the University may terminate this Agreement without “cause” (as defined in Section 3.2.2 below) upon written notice to Coach. If the University terminates this Agreement without cause, then the University shall pay Coach a separation payment (the “University Separation Payment” or “Liquidated Damages”) in an amount equal to fifty percent (50%) of the aggregate Base Pay that would have been owed to Coach for the remainder of the Term as of the University Termination Date.

Subject to all applicable state and federal tax reporting and withholding requirements, payment of the University Separation Payment shall be made in thirty-six (36) monthly installments. The first University Separation Payment shall be due on or before the last day of the month following termination.

Article III, Section 3.3.1 and Section 3.3.2, respectively, is amended by deleting each section in their entirety and substituting them with the following:

Section 3.3.1. Coach shall have the right to terminate this Agreement at any time without cause. 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 an amount equal to fifty percent (50%) of the aggregate Base Pay that would have been owed to Coach for the remainder of the Term as of the University Termination Date.

Payment by Coach of these liquidated damages shall be made to the University within forty-five (45) days of the Coach Termination Date. This obligation shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

Section 3.3.2. The parties have bargained for and agreed to the liquidated damages provision in Section 3.3.1, giving consideration to the fact that Coach’s promise to work for the University for the entire Term is an essential consideration in the University’s decision to employ her as Coach and the fact that the University will commit substantial financial resources to the success of the softball program and that if Coach terminates her employment with the University, the University will suffer damages the amount, nature, and extent of which are difficult to determine and which may include, but not be limited to, additional expenses to search for another head softball coach, including salary or other compensation, and the tangible and intangible detriments to the softball program of the University and support of its fans and donors. Accordingly, Coach acknowledges and agrees that the amount of liquidated damages set forth in Section 3.3.1 is a reasonable and fair approximation of the harm that the University will incur in the event of such termination by Coach. The

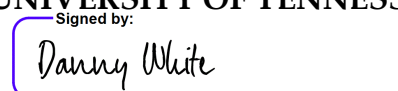
liquidated damages shall not be, nor construed to be, a penalty.

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

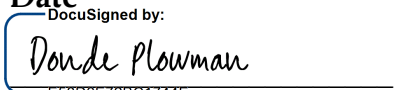
By:

Signed by:


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

9/16/2025 | 09:18:39 PDT

Date

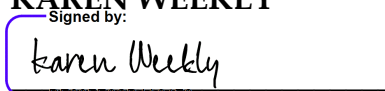
DocuSigned by:


Dr. Donde Plowman
Chancellor
The University of Tennessee,
Knoxville

9/16/2025 | 10:28:11 MDT

Date

KAREN WEEKLY

Signed by:


Karen Weekly

9/15/2025 | 10:55:02 PDT

Date