

## AMENDMENT NUMBER 5 TO EMPLOYMENT AGREEMENT

This is Amendment Number 5 to the Employment Agreement ("Agreement") between THE UNIVERSITY OF TENNESSEE ("University") and JASON SIMPSON ("Coach Simpson") with an effective date of April 1, 2011, as amended by Amendment Number 1 fully executed on October 15, 2013, by Amendment Number 2 fully executed on January 13, 2014, by Amendment Number 3 fully executed on July 25, 2016, and by Amendment Number 4 fully executed on August 24, 2017 (collectively, the "Employment Agreement"). The parties agree that the effective date of this Amendment Number 5 shall be January 1, 2024, even if the execution date is subsequent thereto.

In consideration of the mutual promises and benefits of this Amendment Number 5, the parties agree as follows:

Article V, Section 5.1 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

Section 5.1. As payment and consideration for the services to be performed by Coach Simpson under this Agreement, the University agrees to pay Coach Simpson an annual salary ("Base Salary") of One Hundred Eighty-One Thousand Seven Hundred Thirty-Seven Dollars (\$181,737.00) beginning on January 1, 2024. Beginning on January 1, 2025, the University agrees to pay Coach Simpson a Base Salary of One Hundred Ninety-Six Thousand Seven Hundred Thirty-Seven Dollars (\$196,737.00).

Article XXVI, Section 26.2 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

Section 26.2 This Agreement may only be modified by a writing signed by Coach Simpson and the Chancellor.

Article XXVI, Section 26.16 of the Employment Agreement is amended by deleting the current language in its entirety and substituting the following language:

Section 26.16 This Agreement shall not be binding on the University until signed by the Chancellor. Coach Simpson expressly acknowledges that the Athletic Director does not have authority to bind the University with respect to the Agreement, and any amendment of this Agreement, or Coach Simpson's employment as the University's Head Football Coach.

Except as revised by this Amendment Number 5, the Employment Agreement, as amended by Amendments 1-4, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 5 on the dates indicated below.

THE UNIVERSITY OF TENNESSEE

By:

  
Yancy E. Freeman, PhD  
Chancellor, The University  
of Tennessee at Martin

1-29-24  
Date

JASON SIMPSON

  
Jason Simpson

1/25/23  
Date