

EMPLOYMENT AGREEMENT HEAD FOOTBALL COACH

This Employment Agreement ("Agreement") is entered into by and between THE UNIVERSITY OF TENNESSEE ("University"), a public educational corporation of the State of Tennessee, for and on behalf of The University of Tennessee, Martin and its Athletics Department, and Jason Simpson ("Coach Simpson"). This Agreement cancels and supersedes any and all prior existing oral and written agreements between the University and Coach Simpson.

WITNESSETH:

In consideration of the covenants and agreements herein contained, the parties to this Agreement agree as follows:

ARTICLE I – DEFINITIONS

The following words, terms, or phrases, when used in this Agreement, shall have the following meanings:

Section 1.1. "Governing Athletic Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated by the National Collegiate Athletic Association ("NCAA") or the Ohio Valley Conference ("OVC") or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the University's intercollegiate athletics program; and any state or federal law or regulation regulating college athletics, officials, student-athletes, or competition.

Section 1.2. "NCAA" shall mean the National Collegiate Athletic Association and its successors.

Section 1.3. "OVC" shall mean the Ohio Valley Conference and its successors or any other athletic conference of which the University may be a member.

Section 1.4. "University" shall mean The University of Tennessee and its campus located in Martin, Tennessee.

Section 1.5. "University Rules" shall mean with any and all present or future policies, procedures, rules, regulations, and guidelines of the University.

ARTICLE II – PURPOSE AND TERM OF AGREEMENT

Section 2.1. Subject to the terms and conditions stated in this Agreement, the University agrees to employ Coach Simpson, and Coach Simpson agrees to serve, as the head coach of the University's intercollegiate football team ("Head Football Coach").

Section 2.2. Unless sooner terminated or extended as provided in this Agreement, the term of this Agreement shall be from April 1, 2011 through November 30, 2016.

Section 2.3. Upon the expiration of the term of this Agreement, the University, in its sole discretion, may elect not to renew this Agreement. Coach Simpson understands and agrees that the University may allow this Agreement to expire and elect not to renew his employment as Head Football Coach without complying with any University Rules applicable to staff-exempt employees who do not serve under a contract of employment for a definite term.

Section 2.4. On or before November 30 of each year during the term of this Agreement, Coach Simpson and the Athletics Director shall meet to review Coach Simpson's performance, compensation, and the status of the football program. However, Coach Simpson agrees that no modification of this Agreement to increase his compensation or to extend the term of this Agreement, if at all, will be made until after any post-season competition in which the football team participates.

Section 2.5. If the football team wins more than half of its conference games in the most recent season in which Coach Simpson is the Head Football Coach, and the football team has won at least fifty percent (50%) of its conference games over the most recent five (5) seasons, then the term of this Agreement shall be extended through November 30 of the sixth football season following the season in which the team wins more than half of its conference games.

Section 2.6. Coach Simpson understands and agrees that in its sole discretion and at any time, the University may reassign Coach Simpson from the duties of Head Football Coach to other duties within the University. The University shall not be required to demonstrate cause or adequate cause to reassign Coach to other duties. Upon reassignment to other duties, Coach Simpson's Base Salary under Article V shall remain unchanged until the expiration of the term of this Agreement.

ARTICLE III – MATERIAL INDUCEMENT FOR UNIVERSITY'S AGREEMENT AND RESERVATION OF RIGHTS

Section 3.1. As a material inducement to the University to execute and perform this Agreement, Coach Simpson represents and warrants the following to the University:

- (a) he has not violated any Governing Athletic Rules or University Rules from the date of his employment by the University through the date on which he executed this Agreement, other than those violations that he has reported to the Athletics Director as of the date on which he executed this Agreement;
- (b) he has no knowledge of or reasonable cause to believe there exists a violation or potential violation of any Governing Athletic Rules or University Rules by any assistant coach, staff member, or any other person associated with the football program, prior to the date on which he executed this Agreement; and

- (c) has not knowingly furnished the NCAA or the University with false, misleading or incomplete information concerning his, any of his assistant coaches', or any student athlete's, involvement in or knowledge about matters relevant to a possible violation of one or more Governing Athletic Rules, or failed to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the University.

Section 3.2. Coach Simpson agrees that a breach of any representation or warranty contained in Section 3.1 shall be a material breach of this Agreement that is not capable of being cured, and the University in its sole discretion may elect to terminate this Agreement upon written notice to Coach Simpson.

Section 3.3. Upon termination of this Agreement pursuant to this Article III, Coach Simpson shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach Simpson waives any and all rights to receive compensation for his accrued and unused annual leave upon termination for any reason under this Article III.

Section 3.4. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article III but continue Coach Simpson's employment with or without a new employment agreement.

Section 3.5. Coach Simpson voluntarily waives all rights to a post-termination opportunity to contest a termination pursuant to this Article III under University policies and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*

Section 3.6. Coach Simpson agrees that nothing in this Article III shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Article XVIII and Article XX.

ARTICLE IV – DUTIES AND RESPONSIBILITIES

Coach Simpson shall perform, to the reasonable satisfaction of the Athletics Director, the duties and responsibilities of Head Football Coach, which shall include without limitation:

- (a) Supervising, evaluating, recruiting, training, and coaching the University's football team within Governing Athletic Rules and University Rules;
- (b) Supporting the University's educational mission by maintaining an environment in which the pursuit of higher education is a priority as reflected by student-athletes' class attendance, academic progress rates, grade point averages, and graduation rates;

- (c) Achieving and maintaining the highest levels of intercollegiate competitive success;
- (d) Performing his duties and personally comporting himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the University. At all times, Coach Simpson shall exercise due care that all employees and students under Coach Simpson's supervision, or subject to Coach Simpson's control or authority, comport themselves in a like manner;
- (e) Becoming knowledgeable of and complying with any and all Governing Athletic Rules and University Rules;
- (f) As contemplated by Governing Athletic Rules, promoting and advancing institutional control over every aspect of the football program; promoting and maintaining an atmosphere of compliance with Governing Athletic Rules and University Rules within the football program; and monitoring all employees and students under Coach Simpson's supervision, or subject to Coach Simpson's control or authority, and taking other reasonable steps to ensure that such persons know and strictly comply with Governing Athletic Rules and University Rules, including but not limited to requiring them to attend compliance education sessions, encouraging them to seek interpretations as necessary, taking compliance into account when evaluating their performance, and applying appropriate disciplinary measures in the event of a violation;
- (g) Reporting immediately to the Athletics Director any actual knowledge of or reasonable cause to believe that one or more violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (h) Cooperating fully in any investigation of any aspect of the football program or the intercollegiate athletics program, whether by the NCAA, the OVC, or the University;
- (i) Working cooperatively with compliance personnel on compliance matters and Governing Athletic Rules education;
- (j) Performing preliminary negotiations in scheduling future opponents and recommending to the Athletics Director, or his or her designee, scheduling of future football opponents;
- (k) Performing public relations, alumni relations, community service, and fundraising functions;
- (l) Under the direction of the Athletics Director, maintaining responsibility for the fiscal and budgetary functions associated with the football program;

- (m) Performing other duties described elsewhere in this Agreement;
- (n) Performing other duties ordinarily associated with and performed by a head football coach at a major university that participates in intercollegiate men's football competition at the NCAA Division I level; and
- (o) Performing other reasonable duties as may be assigned by the Athletics Director and/or his or her designee from time to time.

ARTICLE V – BASE SALARY

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 Five Thousand Dollars (\$105,000).

Section 5.2. The University shall pay the Base Salary to Coach Simpson in twelve (12) equal monthly installments in accordance with the University's customary monthly payroll procedures.

Section 5.3. The Base Salary shall not be increased in accordance with any across-the-board salary increase authorized or mandated for University employees by the State of Tennessee or the University.

Section 5.4. As a regular full-time employee of the University, Coach Simpson is entitled to the same fringe benefits as other regular full-time employees. The Base Salary shall be used to determine benefits that are based on salary, including but not limited to payment of accrued and unused annual leave upon termination of employment when payment is allowable under University policy.

ARTICLE VI – BROADCAST PAY

Section 6.1. The University agrees to pay Coach Simpson additional compensation in the amount of Fifteen Thousand Dollars (\$15,000) for radio, television, and other media services ("Broadcast Pay").

Section 6.2. The University shall pay the Broadcast Pay to Coach Simpson in four (4) equal monthly installments in accordance with the University's customary monthly payroll procedures at the end of September, October, November, and December of each year of this Agreement.

Section 6.3. In consideration of this additional compensation, Coach Simpson agrees to perform services requested by the University to produce a weekly television, radio, and/or internet-streamed University of Tennessee at Martin Football Coach's Show, including but not limited to assisting the University prior to fall season practice by visiting advertisers and making advertising sales calls to seek funding for the Coach's Show. Coach Simpson understands and agrees that the Broadcast Pay represents full compensation for all radio, television, and other media shows, programs and appearances, football playbacks, and football radio, arising out of or in any way

connected with this Agreement and the position of Head Football Coach.

Section 6.4. In the sole discretion of the Athletics Director, advertising sales obtained by the University in excess of the Broadcast Pay and the costs of producing media programs may be made available for other football operating needs or for additional service pay for assistant coaches that participate in the media program.

Section 6.5. The Broadcast Pay will not be part of Coach Simpson's Base Salary for the purposes of calculating future salary increases, but retirement contributions will be made by the University for all Broadcast Pay subject to state law limitations on the compensation on which the University may make retirement contributions, as provided in Article XII of this Agreement.

ARTICLE VII – RETENTION BONUS

If Coach Simpson remains in active service as the University's Head Football Coach on December 31 of each year of this Agreement, the University shall pay him a retention bonus each year in the amount of Ten Thousand Dollars (\$10,000.00) ("Retention Bonus"). If Coach Simpson ceases active service as the University's Head Football Coach for any reason, voluntary or involuntary, prior to December 31 of any year of this Agreement, he shall forfeit the Retention Bonus in its entirety. If earned, each Retention Bonus shall be paid at the rate of \$1,666.67 per month from January through June in the calendar year immediately following the December 31 on which the Retention Bonus is earned. If Coach Simpson ceases active service as the University's Head Football Coach for any reason, voluntary or involuntary, the University shall not be obligated to pay Coach Simpson any remaining monthly payments due for a previously earned Retention Bonus and Coach Simpson shall forfeit the right to earn any Retention Bonuses for the remaining years of the Agreement. Retention Bonuses will not be considered part of Coach's Base Salary for the purposes of calculating future salary increases, but retirement contributions will be made by the University on the amount of all Retention Bonuses paid to Coach subject to state law limitations on the compensation on which the University may make retirement contributions, as provided in Article XII of this Agreement.

ARTICLE VIII – FOOTBALL INCENTIVE GIFT FUND

Section 8.1. The University will provide an additional Fifteen Thousand Dollars (\$15,000) annually, from the Football Incentive Gift Fund, from which Coach Simpson may award incentive bonuses to assistant coaches or support staff, provided the football team wins five (5) or more conference games during that calendar year. Bonus recommendations under this Article VIII shall be approved by the Athletics Director and the Chancellor of the University of Tennessee at Martin ("Chancellor") by June 1 and paid on June 30 of the calendar year following the season in which the team won five (5) or more conference games. Any incentive bonuses paid under this Article VIII will not be considered part of the assistant coaches' base pay for the purposes of calculating future salary increases, but retirement contributions will be made by the University on all bonuses subject to state law limitations on the compensation on which

the University may make retirement contributions, as provided in Article XII of this Agreement.

Section 8.2. If, in any year of this Agreement, the Football Incentive Gift Fund balance exceeds the amounts required for the payment of the Broadcast Pay, Retention Bonuses, and bonuses to assistant coaches, as set forth in Articles VI, VII, and VIII of this Agreement, the University may make available additional funds from which Coach Simpson may pay additional bonuses to assistant coaches and other athletics staff if approved by the Director of Athletics and the Chancellor.

ARTICLE IX – LICENSE TO THE UNIVERSITY

Coach Simpson grants the University the right during the term of this Agreement to use, and the right to grant to others use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, or facsimile image in any manner in connection with any reasonable radio, television, or other media services or endorsement or consultation contracts the University enters into for the University's endorsement or Coach Simpson's endorsement.

ARTICLE X – NOTIFICATION REGARDING POTENTIAL EMPLOYMENT

Coach Simpson agrees that he shall immediately notify the Athletics Director in the event Coach Simpson has any direct or indirect contact with or from any person or entity regarding, potential employment by or with another college or university or a professional football organization. Coach Simpson agrees that a breach of the duty to notify the Athletics Director shall be a material breach of this Agreement that is not capable of being cured.

ARTICLE XI – CAMPS

Coach Simpson understands and agrees that all football camps conducted at University facilities shall be operated through the University and in accordance with University policies and procedures, and that all compensation for coaches and staff shall be paid through the University's payroll or its disbursement voucher system. Coach Simpson may use the University's name and logo in connection with any football camps or clinics he conducts at University facilities with prior written approval from the Athletics Director, or his or her designee.

ARTICLE XII – RETIREMENT CONTRIBUTIONS

Coach Simpson understands and agrees that federal and state law limit the compensation on which the University may make retirement contributions. The University agrees to make the maximum annual amount of retirement contributions allowed by federal and state law for Coach Simpson. Retirement contributions shall be made periodically in accordance with the University's business practices.

ARTICLE XIII – COMMERCIAL ENDORSEMENTS

Coach Simpson shall not, by any statements or appearances on television, on radio, in newspapers, or in magazines or other published media or any promotional material, personally or officially endorse, promote, or advertise for commercial purposes any product, merchandise, or service unless prior written approval has been granted by the Athletics Director and the Chancellor in accordance with Article XIV, Section 14.1 of this Agreement. This requirement of annual prior written approval also applies to any use, directly or by implication, of the University's name or logo in the endorsement of commercial products or services. With the required prior written approvals, Coach Simpson understands and agrees that he may undertake commercial endorsements in which he identifies himself as the University's Head Football Coach, but he may not otherwise associate the University's name or logo with an endorsement. Coach Simpson shall include all income and benefits derived from such endorsement activities in the report of all athletically-related income and benefits he must file annually in accordance with Article XIV, Section 14.2 of this Agreement. All such endorsements shall cease at the termination of Coach Simpson's employment as the University's Head Football Coach.

ARTICLE XIV – OUTSIDE ATHLETICALLY-RELATED INCOME

Section 14.1. Coach Simpson understands and agrees that he shall receive the prior written approval of the Athletics Director and the Chancellor for all athletically-related income and benefits from sources outside the University. Sources of such income and benefits shall include, but are not limited to, income from annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television, radio, and other media programs; and endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers.

Section 14.2. Coach Simpson shall submit an annual written report of all athletically-related income and benefits from sources outside the University to the Chancellor, through the Athletics Director, on or before May 1 of each year.

Section 14.3. In no event shall Coach Simpson usurp any corporate opportunities of the University or engage in an activity involving a conflict of interests with his University duties. Outside income activities are independent of Coach Simpson's employment with the University, and the University shall have no responsibility or liability for any claims arising from Coach Simpson's outside income activities.

ARTICLE XV – OUTSIDE SERVICES

Section 15.1. Coach Simpson may serve on corporate boards of directors or enter into personal service contracts for outside employment services, provided (a) prior written approval of the Athletics Director and the Chancellor of the University is received and all income and benefits are reported annually in accordance with Article XIV; (b) such activities do not interfere or conflict with his duties at the University; and (c) University facilities and resources are not used. The University expressly agrees that any

compensation received for such service on corporate boards or outside employment services may be retained by Coach Simpson in addition to compensation set forth hereinafter.

Section 15.2. The University further agrees that Coach Simpson may write for publications and speak before public gatherings, provided said writings and speeches are made in the same professional way and manner expected of any member of the administrative staff of the University. The University expressly agrees that any compensation received for such speeches and writings by Coach Simpson in the form of honoraria, royalties, and the like may be retained by him in addition to compensation set forth herein; provided, however, that if the University reimburses Coach Simpson or otherwise pays for travel or other expenses associated with the receipt of an honorarium, the honorarium shall be remitted in full to the University.

Section 15.3. To the extent that any outside activity authorized by this Article XV results in athletically-related income or benefit to Coach Simpson, it shall be subject to the prior written approval of the Athletics Director and the Chancellor and the income and benefits shall be reported annually in accordance with Article XIV, Section 14.2 of this Agreement.

Section 15.4. Coach Simpson understands and agrees that the University has no responsibility or liability for any claim arising out of Coach Simpson's performance of the activities described in this Article XV or for any other activity outside the scope of his University employment.

ARTICLE XVI – INTELLECTUAL PROPERTY

Section 16.1. Coach Simpson covenants and agrees that the University retains, owns, and controls all intellectual property and media rights relating to the University's football program and Athletics Department, including but not limited to all television, radio, internet, and any other form of written or electronic media now known or developed in the future related to the University's football program and Athletics Department, whether produced by the University or through a third-party. Coach Simpson further covenants and agrees that the University shall have the exclusive right to designate the media rights and intellectual property holder for all forms of media created during the term of this Agreement.

Section 16.2. Coach Simpson covenants and agrees that, upon termination of this Agreement, the University shall have the right to continue through completion any contracts, endorsement agreements, sponsorship agreements, or similar arrangements that were entered into during the term of this Agreement and which contain Coach Simpson's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach Simpson shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 16.3. Coach Simpson covenants and agrees that, upon termination of this Agreement, the University shall have the right, but not the obligation, to continue to use,

and to authorize, license, or grant any sponsor, manufacturer, media rights company, or vendor the right to use, any intellectual property or media rights relating to the football program, the Athletics Department, or Coach Simpson's employment that were created or produced during the term of this Agreement, notwithstanding the fact that such intellectual property or media rights may contain Coach Simpson's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, facsimile image, biographical information, or endorsement. Coach Simpson shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

Section 16.4. Except as otherwise provided in this Agreement, Coach Simpson shall retain all rights in and to his name and endorsement. Upon termination of this Agreement, the University shall have no further right to the continued or future use Coach Simpson's name or endorsement, except as provided in this Article XVI.

Section 16.5. The rights and obligations described in this Article XVI shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding the termination of this Agreement.

ARTICLE XVII – AUTOMOBILES

The University has no policy prohibiting staff from using automobiles provided by automobile agencies or dealers but accepts no responsibility for any vehicles so acquired. If Coach Simpson requires such an automobile, Coach Simpson may be reimbursed up to \$.24 per mile for official travel as long as the football operating budget is adequate to fund such reimbursement. Official motor pool vehicles are available as needed for official business. The University's official fiscal procedures, including those relative to travel, apply to Coach Simpson, and these policies are available on the University's web site. Coach Simpson's use of a dealer or agency automobile under this Article XVII shall be subject to all applicable state and federal withholding and reporting requirements. To facilitate proper withholding and reporting by the University, Coach Simpson shall report quarterly to the University the total amount of his personal use of any such automobile.

ARTICLE XVIII – ENFORCEMENT OF GOVERNING ATHLETIC RULES

Section 18.1. Coach Simpson agrees that the University, as a member of the NCAA, is required to apply and enforce certain Governing Athletic Rules with respect to all institutional staff members through appropriate disciplinary or corrective action and is further required by NCAA Bylaw 11.2.1 to include the following stipulation in this Agreement: If Coach Simpson is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations, whether the violation(s) occurred while Coach Simpson was employed by the University or during prior employment at another NCAA member institution. For the purposes of this Agreement, the phrase "significant or repetitive violations" shall mean any major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing

Athletic Rules considered collectively to be a major violation.

Section 18.2. Coach Simpson agrees that a finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee), or an agreed-on finding approved by the NCAA Committee on Infractions in the course of a summary disposition, that Coach Simpson has engaged in or condoned a major violation of one or more Governing Athletic Rules shall constitute a material breach of this Agreement that is not capable of being cured, and the University, in its sole discretion, may elect to terminate this Agreement, suspend Coach Simpson without pay, or take other disciplinary or corrective action against Coach Simpson as set forth in the provisions of the NCAA enforcement procedures upon written notice to Coach Simpson within sixty (60) days of the finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) or the NCAA Committee on Infractions' approval of the agreed-on finding.

Section 18.3. Coach Simpson agrees that if, in the reasonable and good faith judgment of the University, he engages in or condones unethical conduct as defined by NCAA Bylaw 10.1, he shall have committed a material breach of this Agreement that is not capable of being cured, and the University, in its sole discretion, may elect to terminate this Agreement upon written notice to Coach Simpson.

Section 18.4. If the NCAA Committee on Infractions (or, if appealed by the University, the NCAA Infractions Appeals Committee) requires the University to show cause why a penalty or an additional penalty should not be imposed against the University if the University does not take additional disciplinary or corrective action against Coach Simpson, Coach Simpson agrees that the show cause requirement shall constitute a material breach of this Agreement that is not capable of being cured, and the University, in its sole discretion, may elect to terminate this Agreement, suspend Coach Simpson without pay, or take other disciplinary or corrective action against Coach Simpson as set forth in the provisions of the NCAA enforcement procedures upon written notice to Coach Simpson within sixty (60) days of the show cause order by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee).

Section 18.5. Coach Simpson agrees to comply with any penalty imposed by the OVC pursuant to Governing Athletic Rules.

Section 18.6. If the NCAA or OVC suspends Coach Simpson from coaching in one or more athletic competitions, then Coach Simpson shall not receive any compensation relating to those competitions. The compensation for each competition to which the suspension from coaching applies shall be calculated as one twelfth (1/12) of the total annual compensation he would otherwise be entitled to receive under Articles V, VI, and VII, and Coach Simpson's compensation shall be reduced on a monthly basis according to the number of suspensions from competition occurring in a given month.

Section 18.7. Upon termination of this Agreement pursuant to this Article XVIII, Coach Simpson shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach Simpson waives any and all rights to receive compensation

for his accrued and unused annual leave upon termination of this Agreement pursuant to this Article XVIII.

Section 18.8. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article XVIII but continue Coach Simpson's employment with or without a new employment agreement.

Section 18.9. Coach Simpson agrees that nothing in this Article XVIII shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Article III and Article XX.

Section 18.10. Prior to the effective date of termination of this Agreement or suspension without pay pursuant to this Article XVIII, the University shall afford Coach Simpson notice and a reasonable opportunity to meet personally with the Athletics Director and the Chancellor. Coach Simpson voluntarily waives all rights to a post-termination or post-suspension opportunity to contest a termination or suspension without pay pursuant to this Article XVIII under University policies and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.* Coach Simpson agrees that nothing in this Article XVIII shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Article III and Article XX.

ARTICLE XIX – TERMINATION BY UNIVERSITY WITHOUT CAUSE

Section 19.1. In its sole discretion and at any time during the term of this Agreement, the University may elect to terminate this Agreement without cause upon written notice to Coach Simpson. If the University terminates this Agreement without cause, the University shall pay Coach Simpson liquidated damages, in an amount equal to the Base Salary described in Article V times the number of years remaining in the term of this Agreement, with any part of a year prorated. Payment of the liquidated damages shall be made in twelve (12) equal monthly installments, subject to all applicable state and federal withholding requirements, with the first payment due on or before the last day of the month following the date of termination of this Agreement. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief.

Section 19.2. In no event shall the University's liability in the event of a termination without cause include payment of fringe benefits, the payment of accrued and unused annual leave, the amounts payable under Articles V, VI, and VII, or any other athletically related income or benefits derived by virtue of Coach Simpson's position as Head Football Coach. Coach Simpson understands and agrees that the University's decision to terminate this Agreement without cause is not subject to any University Rules.

Section 19.3. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement without cause by the University prior to its expiration may cause Coach Simpson to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Coach Simpson's employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree

that the payment of such liquidated damages by the University and the acceptance thereof by Coach Simpson shall constitute adequate and reasonable compensation to Coach Simpson for any damages and injuries suffered by Coach Simpson because of such termination by the University. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 19.4. The automatic termination of this Agreement upon the death or disability of Coach Simpson, as provided in Article XXI of this Agreement, shall not give rise to a right to liquidated damages pursuant to this Article XIX.

Section 19.5. Coach Simpson is required to use his reasonable best efforts to mitigate the University's obligation to pay liquidated damages under this Article XIX by making reasonable and diligent efforts as soon as practicable following termination to obtain another comparable employment or paid services position. Without limiting the types of positions that are comparable, Coach Simpson agrees that the following positions shall be deemed comparable for the purpose of this Section 19.5: assistant or head football coach at a college or university; professional football assistant or head coach; athletics administrator at a college or university; and media commentator or analyst with a national, regional, or local network, broadcast station, cable or satellite company. If, following a termination of this Agreement by the University pursuant to this Article XIX, Coach Simpson obtains any other comparable employment or paid services position prior to the date this Agreement would have expired, the parties agree that the liquidated damages owed by the University pursuant to Section 19.1 shall be offset and reduced dollar-for-dollar by the gross income received, either directly or indirectly, from the comparable employment position or other paid services position, which shall include base salary or wages, endorsement pay, talent fees, consulting fees, honoraria, coaching related publications, speaking engagements, and other income of any kind whatsoever. Coach Simpson shall not structure the timing of income in order to avoid his obligations or the reduction of liquidated damages owed by the University under this Article XIX. While the University's obligation to pay liquidated damages is in effect, and for a period of six (6) months thereafter, Coach Simpson shall provide the University with a written accounting all gross income received or earned by him during the immediately preceding quarter. The parties expressly agree that Coach Simpson's obligation to report all gross income to the University shall survive termination of the Agreement under this Article XIX for the entire period in which the University's obligation to pay liquidated damages is in effect, plus an additional period of six (6) months. If Coach Simpson fails either to notify the University of his employment in another comparable employment position or other paid services position or to provide the quarterly written reports of gross income after the University sends a formal, written request to Coach Simpson to do so, then, after giving Coach Simpson fourteen (14) days' written notice, the University's obligation to continue paying liquidated damages to Coach Simpson shall cease.

ARTICLE XX – TERMINATION BY UNIVERSITY FOR CAUSE

Section 20.1. In addition to the grounds for termination of this Agreement under any other Article of this Agreement, including but not limited to Article III and Article XVIII, Coach Simpson agrees that the University has the right to terminate this Agreement for

cause under this Article XX at any time prior to its expiration.

Section 20.2. For purposes of this Article XX, the term "for cause" shall include, but not be limited to, any one or more of the following as determined in the reasonable and good faith judgment of the University:

- (a) inability of Coach Simpson, due to a physical or mental impairment, to perform an essential function of the position of Head Football Coach;
- (b) conduct or a pattern of conduct by Coach Simpson which constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules;
- (c) conduct or a pattern of conduct by a member of Coach Simpson's coaching or football staff or another person under his supervision or subject to his control or authority, including without limitation a student-athlete, which (i) constitutes a major violation, or may lead to an NCAA finding of a major violation, of one or more Governing Athletic Rules or University interpretation thereof, including but not limited to multiple secondary violations of Governing Athletic Rules, and (ii) Coach Simpson knew or should have known about with reasonable diligence;
- (d) failure of Coach Simpson to promote and maintain an environment in which the football coaching staff complies with Governing Athletic Rules;
- (e) failure of Coach Simpson to report immediately to the Athletics Director any actual knowledge of or reasonable cause to believe that violations of Governing Athletic Rules or University Rules have been committed or are being committed by himself or others;
- (f) an act by Coach Simpson constituting a prohibited conflict of interest under the University's conflict of interest policy or applicable state law;
- (g) neglect or inattention by Coach Simpson to the standards, duties, and responsibilities generally expected of University employees and specifically required of Coach Simpson under this Agreement;
- (h) fraud or dishonesty by Coach Simpson in the performance of his duties and responsibilities under this Agreement;
- (i) the provision of false, misleading, or incomplete information relevant to the conduct of University business, including but not limited to information provided by Coach Simpson to the University during the interviewing and hiring process for the position of Head Football Coach;

- (j) counseling or instructing by Coach Simpson of any coach, football staff member, current or former student-athlete, student, or person to fail or refuse to respond accurately and fully within a reasonable time to any inquiry or request concerning a matter relevant to the athletics programs of the University or of another institution of higher education which shall be propounded by the NCAA, OVC, the University, or other governing body having supervision over the athletics program of the University, or which shall be required by law, Governing Athletic Rules, or University Rules;
- (k) fraud or dishonesty of Coach Simpson in the preparation of, falsification of, or alteration of documents or records of the University, NCAA, or OVC, or documents or records required to be prepared, kept or maintained by Governing Athletic Rules, University Rules, or any other governing body, or by applicable law, or other documents or records pertaining to any recruit or current or former student-athlete, including without limitation, expense reports, transcripts, eligibility forms, or compliance reports or permitting, encouraging, or condoning such fraudulent or dishonest acts by any assistant coach, current or former student-athletes, or other persons;
- (l) failure by Coach Simpson to engage in any television, radio, or other media services, personal appearances, endorsement appearances, and similar activities and services as required under this Agreement, without prior written approval of the University;
- (m) conviction of Coach Simpson of a criminal act that constitutes either (i) a felony or (ii) a misdemeanor involving moral turpitude (excluding minor traffic offenses);
- (n) prolonged absence by Coach Simpson from his duties under this Agreement, without the consent of the Athletics Director;
- (o) soliciting, placing, or accepting by Coach Simpson of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any member of Coach Simpson's coaching staff, or any person under Coach Simpson's control or authority, including without limitation a student-athlete;
- (p) furnishing by Coach Simpson of information or data relating in any manner to football, or any other sport, or any student-athlete, to any individual known by Coach Simpson to be, or whom Coach Simpson should reasonably know to be, a gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Coach Simpson with such person;

- (q) failure by Coach Simpson to fully cooperate in the enforcement and implementation of any drug testing program established by the University, the OVC, the NCAA, or any other governing athletic body, for student-athletes;
- (r) conduct of Coach Simpson which reflects adversely on the University or its athletics program;
- (s) gross misconduct by Coach Simpson, as defined by University personnel policy now in effect or hereafter adopted by the University. "Gross misconduct" is currently defined by University personnel policy to include the following: theft or dishonesty; gross insubordination; willful destruction of University property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; illegal use, manufacture, possession, distribution, or dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behavior by the employee; or
- (t) any other material breach by Coach Simpson of his duties or responsibilities under this Agreement if (i) in the University's reasonable and good faith judgment, the breach is capable of being cured and Coach Simpson fails to cure the material breach within thirty (30) days after written notice by the University specifying the nature of the breach; or (ii) in the University's reasonable and good faith judgment, the breach is not capable of being cured.

Section 20.3 Notwithstanding anything to the contrary herein, the parties do not intend that "cause" for a termination under this Article XX shall be based solely upon the number of wins of the football team in a particular season. However, the success of the football team, in association with other factors as determined in the University's sole discretion, including but not limited to those examples of adequate cause listed in Section 20.2 shall provide a sufficient basis for the University to terminate the Agreement under this Article XX.

Section 20.4. The grounds for termination contained in Section 20.2 and 20.3 are separate and independent grounds for termination, and one ground for termination shall not be interpreted in any manner to modify, explain, or restrict any other ground for termination provided for anywhere in this Agreement.

Section 20.5. In its sole discretion, the University may suspend Coach Simpson with pay pending an investigation or decision relating to termination for cause under this Article XX.

Section 20.6. Upon termination of this Agreement for cause, Coach Simpson shall not be entitled to further salary, compensation, benefits, or perquisites from the University. Coach Simpson waives any and all rights to receive compensation for his accrued and unused annual leave upon termination of this Agreement pursuant to this Article XVIII.

Section 20.7. For any one or more acts, omissions, or events that could be grounds for termination for cause under this Article XX, the University may take other disciplinary or corrective action against Coach Simpson short of terminating this Agreement. Other disciplinary or corrective action may include, but is not limited to, one or more of the following: (a) written reprimand; (b) suspension with pay; (c) suspension without pay; or (d) reassignment to a position that does not involve contact with prospective or enrolled student-athletes or representatives of the University's athletics interests. No such disciplinary or corrective action shall be construed to conflict with or limit the University's right to terminate this Agreement during or subsequent to such disciplinary or corrective action.

Section 20.8. Prior to the effective date of termination of Coach Simpson's employment or suspension of Coach Simpson without pay under this Article XX, the University shall afford Coach Simpson notice and a reasonable opportunity to meet personally and individually with the Athletics Director and with the Chancellor to respond to the proposed termination or suspension. If the University terminates Coach Simpson's employment or suspends him for a period of time without pay under this Article XX, the University shall afford Coach Simpson a post-termination or post-suspension opportunity to contest the action in accordance with the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated 4-5-301 *et seq.*

Section 20.9. In its sole discretion, the University may elect to terminate this Agreement for cause under this Article XX but continue Coach Simpson's employment with or without a new employment agreement.

Section 20.10. Coach Simpson agrees that nothing in this Article XX shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Article III and Article XVIII.

ARTICLE XXI – AUTOMATIC TERMINATION UPON DEATH OR DISABILITY

Section 21.1. This Agreement shall terminate automatically upon the death of Coach Simpson, and all salary, compensation, benefits, and perquisites shall terminate as of the calendar month in which death occurs, except that the executor or administrator of Coach Simpson's estate or other beneficiary specifically designated in writing shall be paid any death benefits due Coach Simpson under any University policy now in effect or hereafter adopted by the University.

Section 21.2. This Agreement shall terminate automatically if Coach Simpson becomes disabled. "Disabled" shall mean physical or mental incapacity of a nature that prevents Coach Simpson, in the sole judgment of the University, from performing his duties under this Agreement for a period of one hundred twenty (120) consecutive calendar days. If this Agreement is terminated because Coach Simpson becomes disabled, all salary, compensation, benefits, and perquisites shall terminate, except that Coach Simpson shall receive any disability benefits to which he is entitled under any disability program in which he is enrolled.

ARTICLE XXII – TERMINATION BY COACH SIMPSON

Section 22.1. Coach Simpson shall have the right to terminate this Agreement at any time and for any reason upon thirty (30) days' written notice to the University. The thirty (30) days' notice may be waived by the University in writing signed by the Chancellor and the Chief Financial Officer of the University. In the event Coach Simpson elects to terminate this Agreement and take another head coaching position at a Football Championship Subdivision institution on or before January 1, 2013, he shall pay liquidated damages to the University in the amount of two (2) months of his Base Salary under Article V of this Agreement. The liquidated damages shall be paid in full to the University no later than ninety (90) days after the date of termination. 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. Payment of the liquidated damages is in lieu of any and all other legal remedies or equitable relief. Nothing in this Article XXII shall be construed to require payment of liquidated damages as a result of an automatic termination pursuant to Article XXI.

Section 22.2. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach Simpson's promise to work for the University for the entire term of this Agreement is an essential consideration in the University's decision to employ him as Head Football Coach and the fact that the University will commit substantial financial resources to the success of the football program and that if Coach Simpson terminates his 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 football coach, salary or other compensation to hire another head football coach, tangible and intangible detriment to the football program of the University and support of its fans and donors. Accordingly, Coach Simpson acknowledges and agrees that the amount of liquidated damages set forth in Section 22.1 is a reasonable and fair approximation of the harm that the University will incur in the event of such termination by Coach Simpson. The liquidated damages shall not be, nor be construed to be, a penalty.

Section 22.3. Upon the termination of this Agreement by Coach Simpson, Coach Simpson waives any and all rights to receive compensation for his accrued and unused annual leave.

ARTICLE XXIII – LIMITATION OF REMEDIES AND WAIVER OF CLAIMS

In any instance of a suspension of Coach Simpson or a termination of this Agreement pursuant to Articles III, XVIII, XIX, XX, XXI, or XXII, except as expressly provided for in this Agreement, the University shall have no liability whatsoever to Coach Simpson, nor shall Coach Simpson be entitled to receive, and Coach Simpson hereby waives and releases any and all claims that Coach Simpson or his personal representatives may have against the University, its trustees, officers, employees, or agents, and their respective successors, heirs, and assigns for: (a) payment of fringe benefits; (b) accrued and unused annual leave; (c) the amounts payable under Articles V, VI, VII, VIII, or any other athletically related income or benefits derived by virtue of Coach

Simpson's position as Head Football Coach; (d) any direct or consequential damages by reason of any economic loss, including, but without limitation, loss of outside or collateral business income or opportunities, talent fees, earning capacity, incentive and supplemental income, benefits, or perquisites; or (e) by reason of alleged humiliation or defamation resulting from the fact of termination or suspension, the public announcement thereof, or the University's release of information or documents required by law. Coach Simpson acknowledges that in the event of the termination of this Agreement for cause, without cause, or otherwise, Coach Simpson shall have no right to occupy the position of Head Football Coach and Coach Simpson's sole remedies are provided for in this Agreement and shall not extend to injunctive relief. In the event a termination of this Agreement by the University under Articles III, XVIII, or XX is ultimately found to be a breach of this Agreement by the Tennessee Claims Commission or a court of competent jurisdiction, after any available appeals have been exhausted, Coach Simpson's remedies shall be limited to the liquidated damages described in Article XIX according to the date of termination, in lieu of any and all other legal remedies or equitable relief.

ARTICLE XXIV – LIMITATION ON RECRUITING AFTER TERMINATION

For a period of one (1) year after the termination of this Agreement and the employment relationship, Coach Simpson shall not contact or otherwise seek to recruit any high school junior or senior or rising junior college athlete that was contacted or recruited by the University prior to the termination of this Agreement, unless such athlete had been actively recruited by any new college or university employing Coach Simpson prior to the termination of this Agreement. 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.

ARTICLE XXV – INDEMNITY

Coach Simpson shall indemnify the University against all attorney's fees incurred by the University in connection with any investigation or proceeding resulting in a finding by the University or by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) that (a) Coach Simpson has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation; or (b) a member of Coach Simpson's coaching or football staff or another person under his supervision or subject to his control or authority has engaged in or condoned a major violation of one or more Governing Athletic Rules or multiple secondary violations of one or more Governing Athletic Rules considered collectively to be a major violation if Coach Simpson knew or should have known about the violation(s) with reasonable diligence. This obligation shall apply regardless of whether the University terminates this Agreement or Coach Simpson's employment. 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.

ARTICLE XXVI – MISCELLANEOUS

Section 26.1. This Agreement contains the complete agreement between the parties concerning Coach Simpson's employment as the University's Head Football Coach. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement.

Section 26.2. This Agreement may only be modified by a writing signed by Coach Simpson, the Chancellor, and the Chief Financial Officer of the University.

Section 26.3. The invalidity of any portion of this Agreement shall not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 26.4. Coach Simpson acknowledges that no policy or procedures manual, faculty or staff handbook, course of conduct, practice, award, commendation, promotion, transfer, or length of service creates any express or implied contract modifying any part of this Agreement.

Section 26.5. This Agreement shall be interpreted in accordance with Tennessee law.

Section 26.6. The captions of the various provisions contained in this Agreement are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

Section 26.7. Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and either (a) delivered in person, (b) sent by United States mail, with first class postage prepaid, (c) sent via electronic mail, or (d) sent by a nationally recognized delivery service. Notice shall be deemed given when the written notice is (a) delivered in person, (b) placed in the United States mail, (c) sent via electronic mail, or (d) placed with a nationally recognized delivery service. Notice to Coach Simpson shall be sent to 205 Carroll Football Building, 505 University Street, Martin, TN 38238 or to Coach Simpson's University-provided e-mail account(s). Coach Simpson shall promptly notify the Athletics Director of any change in the name or address of the person to whom a duplicate copy of notice shall be sent. Notice to the University shall be delivered to the Athletics Director at his or her campus office.

Section 26.8. All documents, files, records, materials (in any format, including electronically stored information), equipment, or other property, including without information, personnel records, recruiting records, team information, athletic equipment, films, videos, statistics, keys, credit cards, laptop computers, software programs, and electronic communication devices, furnished to Coach Simpson by the University or developed by Coach Simpson at the University's direction or for the University's use or otherwise in connection with Coach Simpson's employment with the University are and shall remain the sole and confidential property of the University. Within three (3) days

of the expiration or termination of this Agreement, Coach Simpson shall complete the University's exit procedure, including returning all University property in his possession. The foregoing provisions shall not apply to Coach Simpson's personal notes, personal playbooks, memorabilia, diaries, and similar personal records of Coach Simpson, which he is entitled to retain.

Section 26.9. Upon the expiration or earlier termination of this Agreement for any reason, Coach Simpson agrees that the University shall be entitled to withhold and deduct from any final payment of any kind that is owed to Coach Simpson by the University the amount of any indebtedness owed to the University by Coach Simpson.

Section 26.10. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

Section 26.11. It is expressly agreed that nothing contained in this Agreement shall be construed to constitute a waiver or relinquishment by the University of any rights to claim such exemptions, privileges, and immunities as may be provided by law.

Section 26.12. Coach Simpson may not assign, pledge, or encumber his rights, interests, or obligations under this Agreement.

Section 26.13. Each party hereto shall be viewed as an equal participant to the drafting of this Agreement, and each party agrees that there shall be no presumption against the drafting party.

Section 26.14. Coach Simpson acknowledges that he has read and understands this Agreement and agrees that its provisions are reasonable and enforceable and that he will abide by them.

Section 26.15. The parties agree that the effective date of this Agreement shall be April 1, 2011, even if the Agreement's execution date is subsequent thereto.

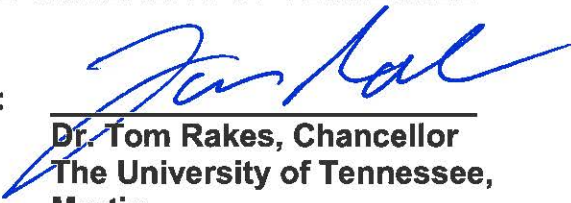
Section 26.16. This Agreement shall not be binding on the University until signed by the Chancellor and the University's Chief Financial Officer. Coach Simpson expressly acknowledges that the Athletics Director does not have authority to bind the University with respect to this Agreement, any amendment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

[signature page follows]

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

THE UNIVERSITY OF TENNESSEE

By:


Dr. Tom Rakes, Chancellor
The University of Tennessee,
Martin

3/8/12
Date

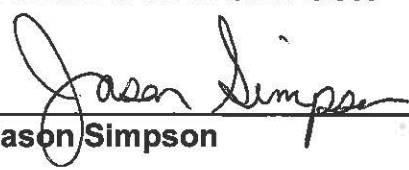

Charles M. Peccolo, Jr.
Interim Chief Financial Officer

3/27/12
Date


Phil Dane
Athletics Director
The University of Tennessee, Martin

2/27/12
Date

COACH JASON SIMPSON


Jason Simpson

2-27-12
Date