

2. Duties and Responsibilities.

2.01: Best Efforts. Coach agrees to be a loyal employee of the University and to devote his best efforts full time to the proper and efficient performance of the duties of head football coach as set forth herein or as reasonably assigned by the Athletics Director.

2.02: Conduct. Coach agrees to act at all times with integrity and in a manner consistent with good sportsmanship and high moral, ethical and academic standards. Coach shall exercise due care that all personnel and student-athletes under Coach's supervision or subject to Coach's control or authority shall comport themselves in like manner.

2.03: Representation of the University.

(a) Coach agrees to represent the University in a dignified manner. He shall conduct both his employment activities and his personal life in a manner that will not, in the University's determination: be prejudicial to the interests of the University and its mission; have a significantly negative impact on the University or the athletics department; bring disgrace or embarrassment to the University or Coach; tend to shock, insult or offend the University or the University alumni communities; manifest contempt or disregard for diversity, public morals or decency; or violate University Requirements (as defined in Section 2.04 below) with respect to personal conduct.

(b) Coach shall use his best efforts in good faith to cause all Team members and University personnel he is responsible for supervising to conduct both their activities in connection with the Team and their respective personal lives in a manner that will not, in the University's determination: be prejudicial to the interests of the University and its mission; have a significantly negative impact on the University or the athletics department; bring disgrace or embarrassment to the University or Coach; tend to shock, insult or offend the University or the University alumni communities; manifest contempt or disregard for diversity, public morals or decency; or violate University Requirements (as defined in Section 2.04 below) with respect to personal conduct.

2.04: Compliance with University Requirements; Laws.

(a) Coach agrees to adhere to, respect and comply with all rules, regulations, policies, decisions and directives established or issued by the University, including without limitation those related to the admissions practices, academic standards and requirements, student discipline, and the

effective administration of drug testing, education and use prevention (collectively, "University Requirements"). Coach shall further use his best efforts to ensure that all assistant coaches, staff and student-athletes subject to his control or authority similarly comply. In the event Coach becomes aware, or has reasonable cause to believe, that violations of University Requirements may have taken place, he shall report the same promptly to the Athletics Director.

- (b) Coach agrees to adhere to, respect and comply with all federal, State and local laws, codes, rules, regulations and ordinances (collectively, "Laws"). Coach shall further use his best efforts to ensure that all assistant coaches, staff and student-athletes subject to his control or authority similarly comply. In the event Coach becomes aware, or has reasonable cause to believe, that violations of Laws may have taken place, he shall report the same promptly to the Athletics Director.

2.05: Compliance with NCAA and SEC Rules. Coach agrees to abide by and comply with the constitution, bylaws, rules, regulations and interpretations (collectively "Legislation") of the National Collegiate Athletic Association ("NCAA") and the Southeastern Conference ("SEC") relating to the conduct and administration of the football program, including without limitation recruiting and eligibility rules, as now constituted or as any of the same may be amended during the term hereof. Coach shall further use his best efforts to ensure that all assistant coaches, staff and student-athletes subject to his control or authority similarly comply with NCAA and SEC Legislation. In the event Coach becomes aware, or has reasonable cause to believe, that violations of such Legislation may have taken place, he shall report the same promptly to the Associate Athletics Director of Compliance Services or the Athletics Director.

2.06: Obligation to Furnish Certain Information. Coach shall furnish to the University, upon request, any information which the University determines is necessary or reasonably useful for purposes of any investigation of any alleged violation of University Requirements, or NCAA or SEC Legislation. This provision shall survive any expiration or termination of this Agreement.

2.07: Head Coach Responsibilities. Coach shall perform and administer to the reasonable satisfaction of the Athletics Director the duties and responsibilities ordinarily associated with and performed by a head football coach at a major university that participates at the NCAA Division I – Football Bowl Subdivision level, including, without limitation:

- (a) promoting a culture of compliance with, and actively supervising assistant coaches, staff, student-athletics and others under his supervision or

control so as to maintain strict compliance with NCAA and SEC Legislation and University Requirements;

- (b) directing and managing the football program in keeping with the educational purpose of and the traditions, values, integrity and ethics of the University;
- (c) developing, implementing and supervising effective plans and strategies to recruit academically qualified student-athletes who possess the talent necessary to ensure the football program is successful and the personal characteristics necessary to be well-regarded representatives of the University;
- (d) evaluating, training, conditioning, instructing, supervising, and coaching student-athletes to prepare them to consistently compete successfully against major college competition in a quality football program; disciplining, in consultation with the Athletics Director, and holding student-athletes accountable for their actions;
- (e) planning and supervising practices, games, and off-field and off-season training and activities;
- (f) monitoring and encouraging the academic success and progress of student-athletes recruited for the football program toward graduation in defined degree programs;
- (g) planning and developing a budget for the football program, in consultation with the Athletics Director, and administering the approved budget in accordance with University policies and procedures;
- (h) selecting for hire by the Athletics Director and the University qualified assistant football coaches and staff, subject to the approval of the University Board of Trustees, as required; training, supervising, and holding assistant coaches and staff accountable for their actions and for compliance with NCAA and SEC Legislation and University Requirements; and subject to the final approval of the Athletics Director, terminating the employment of such coaches and staff;
- (i) using his best efforts to maintain good relations with the public, media, University administration, faculty, staff and alumni;
- (j) supporting and keeping positive in tone public comments about University and athletics department policies, programs and academic priorities, and actions taken by University and athletics department administrators, recognizing that any statements he makes are often publicized;

- (k) engaging in and using his best efforts to ensure that every person under Coach's supervision or control is engaging in safe and responsible treatment of student-athletes on the Team. Coach shall refrain from any act or omission, including but not limited to physical and/or emotional abuse of student-athletes, that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student-athlete. Without limiting the preceding sentence, Coach shall comply with any and all applicable University Requirements and NCAA and SEC Legislation pertaining to medical clearance of student-athletes for participation, including deferring to University sports medicine personnel;
- (l) performing such other obligations as are set forth in this Agreement or otherwise reasonably assigned by the Athletics Director consistent with Coach's status as head football coach.

3. Term of Employment.

The term of this Agreement (the "Term") shall begin on December 6, 2020 (the "Effective Date") and shall continue through December 31, 2025 (the "Expiration Date"), unless sooner terminated in accordance with the provisions of Sections 13 and 14 herein. For purposes of this Agreement, the term "Contract Year" shall mean each period of January 1 through December 31, or portion thereof, during the Term.

4. Base Salary; Fringe Benefits.

4.01 : Base Salary. In consideration for services and satisfactory performance of the terms and conditions of this Agreement, Coach shall be paid an annualized base salary ("Base Salary") from the University in the sum of One Million One Hundred Thousand Dollars (\$1,100,000.00) payable in installments in accordance with customary University payroll procedures. The Base Salary shall be subject to normal deductions and withholdings for State, local and federal taxes, and for any retirement or other benefits to which Coach is entitled or in which he participates.

4.02 : Fringe Benefits. Coach shall be entitled to participate in the standard University employment benefits programs, subject to any eligibility requirement, normally provided by the University to its exempt, unclassified, non-faculty, full-time employees, including, but not limited to, annual leave, sick leave, insurance programs, deferred compensation programs, and the State retirement program. If any benefit is based in whole or in part upon the salary paid to Coach, such consideration shall be made based exclusively upon Coach's Base Salary.

5. Incentive-Based Supplemental Compensation (“Performance Compensation”).

5.01: In each Contract Year during the term of this Agreement, Coach shall earn and receive Performance Compensation from the University as follows:

(a) SEC Championship Game.

(1) Coach may earn the greater of the following:

- SEC Championship Game Appearance: \$ 200,000; or
- SEC Championship Game Win: \$ 250,000

(2) It is understood that Coach must be employed by the University on the date of the SEC Championship Game and coach the Team during the SEC Championship Game in order to be eligible to earn the Performance Compensation under this Section 5.01(a).

(b) Post-Season Bowl/College Football Playoff (“CFP”) Games.

(1) Coach may earn the greater of the following:

- Non-CFP Bowl Appearance (except Citrus Bowl): \$ 100,000; or
- Citrus Bowl Appearance: \$ 150,000; or
- CFP “New Years 6” Bowl Appearance: \$ 300,000; or
- CFP Semifinal Game Appearance: \$ 500,000; or
- CFP National Championship Game Appearance: \$ 750,000; or
- CFP National Championship Game Win: \$1,000,000

As used herein, it is understood that the “New Years 6” bowl games are as follows: Sugar Bowl, Rose Bowl, Orange Bowl, Cotton Bowl, Peach Bowl and Fiesta Bowl.

(2) It is understood that Coach must be employed by the University on the date of the post-season bowl/CFP game and coach the Team during the post-season bowl/CFP game in order to be eligible to earn the Performance Compensation under this Section 5.01(b).

(c) Coach-of-the-Year.

(1) Coach may earn either or both of the following:

- Coach selected as SEC Coach-of-the-Year (as recognized by the SEC): \$ 75,000; and
- Coach selected as American Football Coaches Association (“AFCA”) Coach-of-the-Year: \$ 125,000

5.02: Any Performance Compensation due under this Section 5 shall be paid by the University to Coach within forty-five (45) days after Coach earns such Performance Compensation. In no event shall any Performance Compensation paid to Coach pursuant to this Section 5 be considered part of Coach’s Base Salary.

6. Outside Income.

6.01: Television and Radio Shows; Commercial Endorsements.

- (a) The University reserves the exclusive right to produce and market or contract for the production and marketing of television and radio shows in connection with the football program. Coach agrees to appear on and make reasonable efforts to make successful such television and radio shows. The University, or other producer or broadcast rights holder of such shows by separate agreement, shall pay Coach compensation for his services as set forth in Section 6.01(c) herein. The University shall have no responsibility for amounts due and owing by producers or broadcast rights holders other than the University except as set forth in Section 6.01(c) herein. The University shall own all rights in and to the programs.
- (b) The University reserves the exclusive right to market or contract for the marketing of Coach’s services to promote commercial endorsements, including but not limited to apparel, athletics shoes and equipment, in connection with his position as head football coach, and Coach agrees to make and promote such commercial endorsements as directed. Coach shall not otherwise engage in commercial endorsements. The University, or other marketing company or rights holder by separate agreement, shall pay Coach compensation for his services as set forth in Section 6.01(c) herein. The University shall have no responsibility for amounts due and owing by marketing companies or other rights holders other than the University except as set forth in Section 6.01(c) herein.
- (c) Beginning January 1, 2021, in each full Contract Year that Coach is employed under this Agreement, Coach shall receive compensation for his services in connection with television and radio shows and commercial endorsements, collectively, as set forth in Section 6.01(a) and 6.01(b) herein, in the sum of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00) or a pro-rated amount thereof for any partial Contract Year Coach is employed under this Agreement. Payment shall be made to

Coach directly from outside rights holders, collectively, selected by the University, in equal quarterly installments on or about April 1, July 1, October 1 and December 31. Coach shall be solely responsible for any tax consequences resulting from the payments directly made by outside rights holders. In the event that Coach does not receive the specified amount in any full Contract Year he is employed under this Agreement, or a pro-rated amount thereof for any partial Contract Year Coach is employed under this Agreement, directly from outside rights holders, collectively, selected by the University, for his services in connection with television and radio shows and commercial endorsements, the University agrees to pay Coach the difference between the amount received by Coach from such outside rights holders, collectively, and the specified amount, or a pro-rated amount thereof for any partial Contract Year Coach is employed under this Agreement. Such payment by the University, if required herein, shall be made within forty-five (45) days after the conclusion of such Contract Year and shall be subject to normal deductions and withholdings for State, local and federal taxes, and for any retirement or other benefits to which Coach is entitled or in which he participates. It is understood and agreed that any such payment from outside rights holders or the University shall not be considered to be part of Coach's Base Salary as set forth in Section 4.01 herein.

6.02 : Use of Coach's Name, Image and Likeness. While he is employed as the head football coach under this Agreement, Coach hereby grants the University the non- exclusive license and right to reasonably use, and the right to grant to others the reasonable use of, his name, nicknames, pseudonyms, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likenesses, images, distinctive appearance, gestures, and mannerisms (collectively, his "Name"), together with trademarks and service marks that incorporate his Name, whether now in existence or created and/or registered after the Effective Date, in connection with the activities described in Sections 6.01(a) and 6.01(b) herein or the promotion of the University, the athletics department, the Team or football program, and regardless of whether such use of Coach's Name results in a financial or other benefit to the University. This permission will terminate upon the termination or expiration of this Agreement; provided, however, to the extent necessary for the University or its outside rights holders to complete the terms and conditions of existing agreements with sponsors or to sell existing inventory utilizing Coach's Name, Coach agrees that the University or its outside rights holders may continue to use Coach's Name or endorsement, on a non-exclusive basis, and continue to receive compensation arising from such use or endorsement after the termination or expiration of this Agreement; provided, further, however, that the University agrees to terminate or cause to be terminated such use as promptly as reasonably possible after such termination or expiration of the Agreement. In addition, Coach acknowledges and agrees that

while Coach is the head football coach and after the termination or expiration of this Agreement, the University may use, and may grant to others the right to use, Coach's Name for factual, historical, archival or documentary purposes. The University agrees that Coach is and will remain the sole and exclusive owner of his Name and all proprietary and potentially proprietary rights relating thereto except as otherwise set forth in this Agreement.

- 6.03 : Team Equipment and Apparel. The University reserves the exclusive right to enter into contracts with equipment, apparel and shoe manufacturers to provide equipment, uniforms, shoes, hats, jackets, gloves and other apparel to be worn by the Team and coaches. Coach agrees to comply with the terms and conditions of such contract(s).
- 6.04 : Internet Web Site. The University reserves the exclusive right to create, manage and market or contract for the creation, management and marketing of an internet web site regarding University athletics programs, including but not limited to the football program. Notwithstanding anything contained in this Agreement to the contrary, Coach agrees that he shall not create, operate, manage, market or otherwise participate in any internet web site regarding or featuring intercollegiate athletics, including but not limited to University athletics programs, analysis and contest results, without the prior written consent of the University, which consent may be withheld in the University's sole and reasonable discretion.
- 6.05 : Advance Approval Required. Coach shall obtain the advance written approval of the Athletics Director before accepting or entering into any agreement to earn outside income or benefits, athletically-related or otherwise. The grant or denial of approval shall be in the Athletics Director's sole and reasonable discretion.
- 6.06 : NCAA, SEC and University Rules Control. In no event shall Coach accept or receive directly or indirectly any monies, benefits or any other gratuity whatsoever from any person, corporation, booster club or alumni association or other benefactor if such action would violate NCAA or SEC Legislation, University Requirements, or Law, as now or hereafter enacted. Changes in such Legislation, rules and regulations, or Laws shall automatically apply to this Agreement without necessity of a written modification.
- 6.07 : Trademarks, Service Marks and Trade Names. Coach shall not have the right to use any trademark, service mark or trade name associated with the University for his or any third party's personal benefit without the express written consent of the University and the Athletics Director.
- 6.08 : Annual Report. Coach shall provide the President, through the Athletics Director, annually on or before January 15 a written detailed account of all athletically related income and benefits received by Coach from sources outside the

University during the previous twelve (12) month period, including but not limited to the following sources: income from annuities; sports camps; housing benefits; country club memberships; complimentary ticket sales; television and radio programs; and endorsement or consultation contract with athletics shoe, apparel or equipment manufacturers. Coach agrees to provide the University, upon request, any information or records which the University determines is necessary or reasonably useful to verify such report.

6.09: Acknowledgment of Primary Responsibilities. Notwithstanding any of the responsibilities and obligations as listed herein, the University acknowledges, understands, and agrees that Coach's primary duties and responsibilities attendant to his position as Head Football Coach (including, but not limited to, coaching the team, recruiting prospective student-athletes, conducting practice sessions, overseeing team activities, managing and directing the football staff and department, and in general the overall management of the football program) are paramount to the success of the program, and as such, the University agrees Coach's participation in any activity contemplated herein shall be reasonable in nature and with due regard to the time required for Coach to fulfill such primary duties and responsibilities.

7. Automobiles.

The University shall provide Coach on a loan basis two (2) automobiles for his use while he is employed as the head football coach, the type and model of the vehicles to be determined by the University after consultation with Coach. The parties acknowledge that the University may provide the vehicles to Coach by purchasing, leasing or arranging for the use of the vehicles through a dealer or dealers of the University's choosing. The University shall further provide reasonable and ordinary maintenance of the vehicles, taxes (as related to the business use of the vehicles), and appropriate liability and comprehensive automobile insurance covering the use and operation of the vehicles.

8. Football Tickets.

8.01: Home Games. The University shall provide Coach with the use of one (1) suite at Williams-Brice Stadium containing sixteen (16) seats, plus up to eight (8) additional tickets, for each Team regular season home game.

8.02: Away Games. The University shall provide Coach with up to twelve (12) tickets for each University regular season away football game. It is understood that Coach's spouse and immediate family will be allowed to travel with the Team to such away football games (including, if applicable, any Post-Season games).

: Post-Season Bowl/CFP Games. The University shall provide Coach with up to twenty-four(24) tickets to any post-season bowl/CFP game in which the Team participates.

9. Club Memberships.

The University shall make arrangements for Coach's use of membership privileges at a mutually agreed upon golf or country club, and a dining club, located in or adjacent to Richland County, South Carolina. The University shall pay the monthly membership dues. Coach shall be responsible for payment of all personal expenses and costs associated with the use of such memberships, such as food and beverage charges.

10. Relocation and Moving Expenses.

The University shall reimburse Coach for actual relocation and moving expenses incurred in relocating to Columbia, South Carolina, in accordance with the terms and conditions of

University Administration and Finance Policy FINA 1.08, "Relocation and Moving Allowance." (See <http://www.sc.edu/policies/fina108.pdf>.) Coach understands that the University will report the relocation and moving expenses reimbursed or paid by the University as taxable income to Coach in accordance with applicable Laws.

11. Withholding.

Whether or not expressly stated in this Agreement, the University shall report and make such deductions and withhold such amounts from each payment and benefit made or provided by the University to Coach hereunder as may be required by applicable Law. Coach shall comply with all applicable reporting and record-keeping requirements in regard to compensation, benefits and reimbursed expenses.

12. Schedule.

The annual schedule of contests for the Team shall be determined by the Athletics Director in consultation with Coach (except as to those contests previously scheduled as of the Effective Date hereof).

13. NCAA Enforcement Procedures.

Pursuant to NCAA Bylaw 11.2.1, Coach understands and agrees that if he is found in violation of NCAA Legislation, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement and infractions procedures, including suspension without pay or termination of employment for significant or repetitive violations. Coach further understands and agrees that he may be suspended without pay by the University during the pendency of any investigation of alleged violations of NCAA Legislation if the University determines, in its sole discretion, that such action is in the best interests of the University. Any such disciplinary or corrective actions pursuant to this Section 13 shall be in addition to and in no way limit or restrict any actions the University may take pursuant to Section 14 herein.

14. Termination of Coach's Employment.

14.01 : Death. In the event of Coach's death ("Death") prior to the Expiration Date hereof, this Agreement shall terminate automatically, and the University's sole liability shall be to pay any Accrued Obligations (as defined in Section 14.06 herein).

14.02 : Disability. In the event of Coach's substantial physical or mental incapacity lasting in excess of forty-five (45) consecutive days which cannot reasonably be accommodated by the University and which interferes with Coach's ability to perform essential functions of the duties and responsibilities of his position ("Disability"), Coach's employment under this Agreement may be terminated by the University for Disability, subject to any requirements that may be imposed by applicable law. In such event, the University's sole liability shall be to pay Coach

any Accrued Obligations (as defined in Section 14.06 herein).

14.03 : Termination by University for Cause.

- (a) University May Terminate for Cause. In addition to any other remedy permitted by this Agreement or applicable law, the University may, upon written notice, terminate Coach's employment for Cause (as defined hereinafter) at any time. For purposes of this Agreement, "Cause" shall be understood to include any one (1) or more of the following:
- (1) insubordination, or substantial neglect of any duty or responsibility outlined in this Agreement or otherwise properly assigned by the Athletics Director, or refusal or unwillingness to perform any such duty or responsibility in good faith and to the best of Coach's ability;
 - (2) conduct of Coach that, in the University's determination: is seriously prejudicial to the interests of the University and its mission; has a significantly negative impact on the University or the athletics department; brings significant disgrace or embarrassment to the University or Coach; tends to shock, insult or offend the University or the University alumni communities; manifests contempt or disregard for diversity, public morals or decency; or violates University Requirements or Laws with respect to personal conduct in a shocking or offensive manner;
 - (3) failure of Coach to immediately notify the University's Title IX Coordinator of any information of a potential violation of Title IX of the Education Amendments of 1972, as amended, including but not limited to sexual harassment, sexual assault or violence, or unwelcome sexual advances, that involves any University student, faculty or staff, that Coach is aware of or has reasonable cause to believe is taking place or may have taken place;
 - (4) conviction of or entry into pre-trial intervention as a result of a criminal act that constitutes a felony or a misdemeanor (not including minor traffic offenses or other similarly classified misdemeanor offenses);
 - (5) committing a Level I or Level II violation of NCAA Legislation (as determined by the University or the NCAA), or a series or pattern of Level III violations of NCAA Legislation (as determined by the University or the NCAA), or a Level III violation that results in Coach being suspended by the NCAA or that results in the issuance of a show cause order by the NCAA, while employed at the University; or knowingly committing any violation of NCAA Legislation;

- (6) committing a Level I or Level II violation of NCAA Legislation, or a series or pattern of Level III violations of NCAA Legislation, while employed at another NCAA member institution, as determined by such institution or the NCAA;
 - (7) failure of Coach to report to the Associate Athletics Director of Compliance Services or the Athletics Director in a timely manner any violation of NCAA Legislation of which Coach is aware;
 - (8) failure of Coach to report to the Director of Athletics any violation of University Requirements of which Employee is aware;
 - (9) failure of Coach to fully and promptly cooperate with the University, the NCAA or the SEC in any investigation of possible violations of a NCAA or SEC Legislation or University Requirements;
 - (10) knowing or intentional violation of any material provision of this Agreement;
 - (11) any other cause adequate to sustain the termination of any other unclassified, non-faculty employee pursuant to University human resources policies.
- (b) Termination for Cause Process. Prior to any determination to terminate Coach for Cause, the Athletics Director shall present Coach with the reasons justifying termination and shall provide Coach not less than three (3) days within which to respond to those reasons, orally and/or in writing, to the Athletics Director, with such information as he believes relevant to the Athletics Director's determination. Should Coach choose to respond orally to any such reason(s), Coach shall be allowed bring one (1) non-participant advisor with him during a meeting with the Athletics Director to review and discuss the reason(s) for such termination. In the event the Athletics Director terminates Coach's employment for Cause, he will provide Coach written notice of his termination for Cause that specifies the grounds for termination. The decision of the Athletics Director shall be the final University decision.
- (c) No Progressive Discipline; Suspension. It is understood that the University shall have no obligation to use progressive discipline regarding Coach's conduct. Further, it is understood that in lieu of termination for Cause, or during the pendency of any investigation of Coach's conduct or any criminal proceeding involving Coach in which the outcome could reasonably result in Coach's termination for Cause, the University may suspend Coach without pay if the University determines, in its sole and reasonable discretion, that such action is in the best interests of the

University.

- (d) University's Obligation Upon Termination for Cause. In the event this Agreement is terminated for Cause, the University's sole obligation to Coach shall be to pay any Accrued Obligations (as defined in Section 14.06 herein). Payment shall be made no later than thirty (30) days after the effective date of termination.
- (e) Coach's Right to Challenge Termination for Cause Decision. In the event this Agreement is terminated for Cause, Coach may challenge such decision by asserting a claim for actual damages only in a state or federal court of competent jurisdiction in Richland County, State of South Carolina; provided, however, if the court determines that the University breached this Agreement by terminating Coach without adequate Cause, then the termination shall be treated as a termination Without Cause (as defined in Section 14.04 herein) and the liquidated damages provision set forth in Paragraph 14.04(b) herein shall apply and shall be Coach's sole and exclusive remedy for any cause of action based on this Agreement.

14.04 : Termination by University Without Necessity of Demonstrating Cause ("Without Cause").

- (a) University May Terminate Without Cause. The University may, at any time, upon three (3) days written notice to Coach, terminate this Agreement Without Cause.
- (b) University's Obligation Upon Termination Without Cause. In the event this Agreement is terminated by the University pursuant to this Section 14.04, then in addition to any earned but theretofore unpaid Base Salary, Performance Compensation, and Section 6.01(c) compensation (pro-rated through the termination date), the University shall pay to Coach liquidated damages, as his exclusive remedy in lieu of any and all other legal remedies or equitable relief available to Coach, in an amount equal to sixty-five percent (65%) of:
 - (i) Coach's Base Salary as set forth in Paragraph 4.01 herein, pro-rated, for the remaining term of this Agreement as if it naturally expired on the Expiration Date set forth in Section 3 herein; and
 - (ii) the compensation due (and unpaid) to Coach for television and radio shows and commercial endorsements pursuant to Section 6.01(c) herein, pro-rated, for the remaining term of this Agreement as if it naturally expired on the Expiration Date set forth in Section 3 herein.

[For purposes of clarity of this Paragraph 14.04(b), and by way of example only, if the University terminates the Agreement pursuant to this Section 14.04 effective as of the close of business on December 31, 2021, the University would owe Coach liquidated damages equal to \$7,150,000 (i.e., 65% of \$4,400,000, plus 65% of \$6,600,000 assuming the athletics department's outside rights holders have paid in full the amounts due Coach through the effective date of termination.)]

The University shall pay such liquidated damages in equal monthly installments over the remaining term of this Agreement as if it naturally expired on December 31, 2025, or, in its sole discretion, as otherwise mutually agreed upon by the parties. The payment of liquidated damages shall be subject to applicable state and federal tax reporting and withholding requirements, with the first payment due on or before the last day of the month following the effective date of termination.

(c) Acknowledgement of Parties. The parties have bargained for and agreed to the foregoing liquidated damage provision, giving consideration to the fact that termination of this Agreement by the University without cause prior to its natural expiration may cause Coach to lose certain income, supplemental compensation, fringe benefits, perquisites, and collateral business opportunities to earn outside compensation relating to his employment at the University, or to incur other consequential damages, which losses and damages are extremely difficult to determine fairly or with certainty. The parties further agree that the payment of such liquidated damages by the University shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by him because of such termination by the University. The parties acknowledge that the foregoing is not, nor should it be construed to be, a penalty.


(d) ~~The parties intend for all payments and benefits under this Agreement to comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A"). To the extent permitted by law, the parties agree to modify this Agreement as necessary to comply with changes to Section 409A. Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A and for purposes of any such provision of this Agreement, references to a "termination", "termination of employment" or like terms shall mean "separation from service."~~


~~For purposes of Section 409A, Coach's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive~~

~~a series of separate and distinct payments, and each such installment payment shall likewise be treated as a separate and distinct payment for purposes of Section 409A.~~

14.05 : Termination by Coach.

- (a) Coach May Terminate. Coach may, at any time, upon three (3) days written notice to the University, terminate this Agreement. Coach shall not make publicly known his termination of this Agreement until such three (3) day period has expired. During the Term, Coach shall be obligated to provide prior notice to the Athletics Director before engaging in substantive communications or negotiations for another position with any college, university, or professional football team.
- (b) Coach's Obligation Upon Termination. In the event Coach terminates this Agreement pursuant to this Section 14.05, then notwithstanding University's obligation to pay to Coach any earned but theretofore unpaid Base Salary, Performance Compensation, and Section 6.01(c) compensation (pro-rated through the termination date), Coach shall pay the University liquidated damages, as its exclusive remedy in lieu of any and all other legal remedies or equitable relief available to the University, as follows:

<u>Effective Date of Termination:</u>	<u>Liquidated Damages Amount to be Paid by Coach:</u>
12/06/20 – 12/31/21:	\$7,000,000
01/01/22 – 12/31/22:	\$6,000,000
01/01/23 – 12/31/23:	\$5,000,000
01/01/24 – 12/31/24:	\$4,000,000
01/01/25 – 12/31/25:	\$3,000,000

Coach shall pay such liquidated damages in lump sum within sixty (60) days after the effective date of termination of this Agreement.

- (c) Acknowledgement of Parties. The parties have bargained for and agreed to the foregoing liquidated damage provision, giving consideration to the fact that termination of this Agreement by Coach prior to its natural expiration will cause the University to sustain damages to the stability, management, continuity and reputation of the football program and the athletics department, including loss of recruits, and to incur, among other

things, administrative, recruiting and resettlement costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs, which losses and damages are extremely difficult to determine fairly or with certainty. The parties further agree that the payment such liquidated damages by Coach shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Coach. The parties acknowledge that the foregoing is not, nor should it be construed to be, a penalty.

14.06 : Accrued Obligations. As used in this Agreement, "Accrued Obligations" shall mean the sum of:

- (a) any portion of Coach's Base Salary as set forth in Section 4.01 herein earned through the effective date of termination for Death pursuant to Section 14.01 herein, or earned through the effective date of termination for Disability pursuant to Section 14.02 herein, or earned through the effective date of termination for Cause pursuant to Section 14.03 herein, as the case may be, which has not yet been paid; and
- (b) any Performance Compensation earned pursuant to Section 5 herein through the effective date of termination, which has not yet been paid; and
- (c) any amount pursuant to Section 6.01(c) herein necessary to ensure that Coach receives a pro-rated share of any compensation due to him for the then current Contract Year not otherwise paid directly by outside rights holders or the University for television and radio shows and commercial endorsements, through the effective date of termination.

14.07 : No Incidental or Consequential Damages. In no case shall the University be liable to Coach for incidental or consequential damages of any sort, including without limitation the loss of any collateral business opportunities or any other benefits, perquisites or incomes resulting from activities such as, but not limited to, camps, media appearances (including television and radio shows), commercial endorsements, apparel, equipment or shoe contracts, consulting relations or from any other source, based upon the termination of this Agreement pursuant to Section 13 or 14 herein, regardless of the basis for such termination.

15. Furlough.

Coach shall be subject to any furlough program implemented by the University in any Contract Year during the Term which applies to all University employees or to defined categories of University employees to which Coach would be included. In such event, Coach's Base Salary shall be automatically reduced accordingly. Such reduced level of Coach's Base Salary shall remain in effect only during the furlough period of the Contract Year(s) in which the furlough program is implemented by the University.

16. Confidential Documents; University Property.

16.01 : Confidentiality. Coach acknowledges that while employed by the University, Coach will occupy a position of trust and confidence and will receive and have access to Confidential Information, as hereinafter defined. Coach acknowledges that such Confidential Information is specialized, unique in nature and of great value to the University, and that such information gives the University a competitive advantage. During the Term and thereafter, Coach shall not use the Confidential Information or disclose the Confidential Information to any third party, except (i) as required to perform Coach's duties to the University in a manner consistent with professional standards and obligations; (ii) as authorized by the University; (iii) in furtherance of the University's legitimate business interests; (iv) to comply with applicable law, regulation, requirements or accreditation standards; or (v) to the extent such Confidential Information shall have become public other than by Coach's unauthorized use or disclosure. Notwithstanding the foregoing, in no event shall Coach use or disclose Confidential Information if such use or disclosure will expose the University to competitive disadvantage or legal liability or will otherwise harm the University. For purposes of this Agreement, "Confidential Information" means any information not generally available to the public regarding the University or its actual or prospective students, employees, alumni or donors, including without limitation information regarding actual or potential activities of the University; admissions information; fundraising information; financial statements, budgets, projections or other financial information; the identities of persons under consideration for positions as trustees, officers or employees of the University;

vendor contracts and/or pricing; customer information and/or pricing; information regarding actual or potential NCAA, SEC, legal or regulatory proceedings; and any other information that should by its nature or context be recognized as University proprietary and/or confidential.

16.02 : University Retains all Materials and Records. All Confidential Information and materials or articles of information, including without limitation, personnel records, recruiting records, team information, films, statistics, or any other material or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole and confidential property of the University. Coach agrees to deliver or return to the University, at the University's request at any time or upon termination or expiration of Coach's employment, all such materials or information in his possession or control.

16.03 : Remedies for Breach. Coach expressly agrees and understands that the remedy at law for any breach by Coach of this Section 16 will be inadequate and that damages flowing from such breach are not susceptible to being measured in monetary terms. Accordingly, it is acknowledged that upon Coach's violation of any provision of this Section 16, the University shall be entitled to obtain from any court of competent jurisdiction immediate preliminary and/or permanent injunctive relief restraining any threatened or further breach as well as an equitable accounting of all profits or benefits arising out of such violation. Nothing in this Section 16 shall be deemed to limit the University's remedies at law or in equity for any breach by Coach of any of the provisions of this Section 16 which may be pursued by or available to the University.

16.04 : Survival of Provisions. The obligations contained in this Section 16 shall survive the termination or expiration of Coach's employment with the University and, as applicable, shall be fully enforceable hereafter in accordance with the terms of this Agreement. Coach agrees that the restrictions set forth in this Section 16 are reasonable and necessary in order to adequately protect the University's interests, and agrees not to challenge the reasonableness of any such restriction in any proceeding to enforce it. If it is determined by a court of competent jurisdiction that any restriction in this Section 16 is excessive in duration or scope or is otherwise unenforceable, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by law.

17. Merger Clause.

Upon the Effective Date hereof, this Agreement constitutes the sole, full and complete understanding and agreement of the parties with respect to the employment of Coach by

the University and supersedes all prior understandings and agreements, oral or written, regarding such subject matter.

18. Headings.

The headings and captions in this Agreement are inserted for convenient reference only and shall be given no substantive or interpretive effect.

19. Amendments.

This Agreement may not be amended, modified or changed in any respect except by an instrument in writing executed by each party hereto.

20. Governing Law.

This Agreement and the legal relationship thus created between the parties shall be governed by and construed in accordance with the laws of the State of South Carolina without reference to the principles of conflicts of laws.

21. Jurisdiction; Venue.

Any and all disputes between the parties which may arise with respect to, concerning, relating or affecting this Agreement shall be filed, heard and determined only in a state or federal court of competent jurisdiction located in Richland County, State of South Carolina. The parties acknowledge that such courts have jurisdiction to interpret and enforce the provisions of this Agreement, and the parties consent to and waive any and all objections that they may have as to personal jurisdiction and venue in such courts or that such dispute has been brought in an inconvenient forum.

22. Sovereign Immunity.

Any act by the University regarding this Agreement is not a waiver of either the University's sovereign immunity or the University's immunity under the Eleventh Amendment of the United States Constitution.

23. Assignment.

This Agreement and the rights and responsibilities contained herein may not be assigned, pledged or encumbered without the written consent of each party hereto.

24. No Third-Party Beneficiaries.

This Agreement is not intended to benefit any third party, nor shall any person who is not a party hereto be entitled to enforce any of the rights or obligations of a party under this Agreement.

25. Severability.

In the event that a court of competent jurisdiction determines that any portion of this Agreement is unenforceable or in violation of any law or public policy, only the portions of the Agreement that are unenforceable or that violate such law or public policy shall be stricken. All remaining portions of this Agreement that are enforceable or that do not violate any law or public policy shall continue in full force and effect. Further, any court order striking any portion of this Agreement shall modify the stricken terms as narrowly as possible to give as much effect as possible to the intentions of the parties under this Agreement.

26. Waiver.

No waiver by the parties hereto of any default or breach of any covenant, term, provision or condition of this Agreement shall be deemed to be a waiver of any other breach of the same or any other covenant, term, provision or condition contained herein.

27. Acknowledgments.

Coach acknowledges that:

27.01 : he has had adequate opportunity to review this Agreement, that he has had the opportunity to retain legal representation of his choosing to review this Agreement;

27.02 : he understands the provisions contained in this Agreement, that such provisions are reasonable, and that he agrees to abide by the terms and conditions set forth herein; and

27.03 : no other agreement to which he is a party prohibits his execution of and performance under this Agreement.

28. Interpretation.

Coach and the University acknowledge that they have jointly, with the advice and assistance of their respective legal counsel, participated in the negotiation and drafting of all of the terms and provisions of this Agreement, and, accordingly, no term or provision

of this Agreement shall be construed in favor of or against any party to this Agreement by virtue or authorship or purported authorship thereof by any party.

29. Return of University-Issued Property.

Not later than the effective date of termination or expiration of this Agreement, Coach shall return to the Athletics Director or his designee any University issued automobile, computer equipment or other equipment, cell phone, cash advance, credit cards, telephone calling cards, University keys and other items, unless otherwise agreed to in writing by the University. Coach agrees that the University shall, in its discretion, be authorized to deduct the value of any and all such un-returned items from his final University payroll check, annual leave payment (if any), or liquidated damage payment.

30. Notices.

Any notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be given by first-class mail, receipted over-night courier, certified or registered with return receipt requested, hand delivery acknowledged in writing by the recipient personally, or via e-mail to the recipients confirmed and legitimate e-mail address, and shall be deemed to have been duly given three (3) days after mailing or immediately upon duly acknowledged receipt by hand delivery or overnight courier or e-mail to the respective persons named below. Either party may change such party's address for notices by written notice duly given in accordance with this Section.

30.01 : If to Coach:

Shane Beamer

With a copy to:

CAA Sports
Attn: Rick Landrum
6075 Poplar Ave Ste 410
Memphis TN 38119
Via e-mail: rlandrum@caa.com

30.02 : If to the University:

D. Ray Tanner, Jr.
Director of Athletics
Rice Athletics Center
University of South Carolina
Columbia, SC 29208
rtanner@mailbox.sc.edu

With a copy to: Walter H. Parham, Esquire
General Counsel
Osborne Administration Building, Suite 109
University of South Carolina
Columbia, SC 29208
Terry@mailbox.scedu

31. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together will constitute one (1) Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by the foregoing means shall be deemed to be their original signatures for all purposes.

32. Survival.

Sections 2.06, 6.02, 11, 14.03(e), 16, 20, 21, 25 and 32 of this Agreement, as well as other obligations arising during the Term which by their context are to be performed in whole or in part subsequent to termination or expiration, shall survive the termination or expiration of Coach's employment with the University and, as applicable, shall be fully enforceable thereafter in accordance with the terms of this Agreement.

33. Public Record.

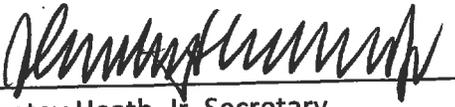
Coach acknowledges that this Agreement is a public record subject to disclosure pursuant to the South Carolina Freedom of Information Act, Section 30-4-10 *et. seq.* of the *Code of Laws of South Carolina* (1976), as amended.

[Signature Page Follows]

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

UNIVERSITY OF SOUTH CAROLINA

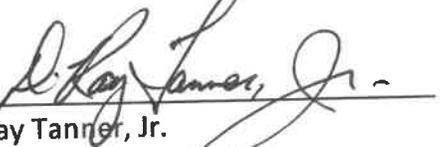
COACH

By: 
J. Cantey Heath, Jr. Secretary
Board of Trustees

By: 
Shane Beamer
Head Football Coach

Date: 2-22-21

Date: 2-17-21

And: 
D. Ray Tanner, Jr.
Director of Athletics

Date: 2-18-'21

APPROVED BY THE UNIVERSITY OF SOUTH CAROLINA BOARD OF TRUSTEES ON DECEMBER 15, 2020.


J. Cantey Heath, Jr., Secretary
USC Board of Trustees