

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AMENDMENT #2 TO
EMPLOYMENT AGREEMENT
DATED DECEMBER 7, 2015

THIS AMENDMENT #2 TO EMPLOYMENT AGREEMENT DATED DECEMBER 7, 2015 (“Amendment #2”) is made and entered into as of December 18, 2018, by and between the University of South Carolina, an educational institution and agency of the State of South Carolina (“University”), and William L. Muschamp (“Employee”).

WHEREAS, effective December 7, 2015, the parties entered into an employment agreement (“Employment Agreement”) pursuant to which Employee was hired to perform the duties of Head Football Coach for a term beginning December 7, 2015 and ending December 31, 2020; and

WHEREAS, effective January 16, 2018, the parties entered into Amendment #1 to Employment Agreement dated December 7, 2015 (i) to amend Paragraph 3.01 to extend the term of the Employment Agreement for a period of three years through December 31, 2023; (ii) to amend Paragraph 4.03(a) regarding Employee’s opportunity to earn incentive-based supplemental compensation; (iii) to amend Paragraph 5.01(c) to increase the outside compensation Employee shall receive for his services in connection with television and radio shows and commercial endorsements; (iv) to amend Paragraph 12.02(b) regarding the University’s obligation upon terminating the Employment Agreement without cause; and (v) to amend Paragraph 12.03(b) regarding Employee’s obligation upon terminating the Employment Agreement;

WHEREAS, the parties now desire to amend the Employment Agreement as follows: (i) to amend Paragraph 3.01 to extend the term of the Employment Agreement for a period of one year beginning January 1, 2024 and ending December 31, 2024; (ii) to amend Paragraph 5.01(c) to provide that Employee shall receive outside compensation in the sum of \$4,300,000 for his services in connection with television and radio shows and commercial endorsements for the period of January 1, 2024 through December 31, 2024; (iii) to amend Paragraph 12.02(b) to reflect the one year extension of the term of the Employment Agreement provided for herein; and (iv) to amend Paragraph 12.03(b) regarding Employee’s obligation upon terminating the Employment Agreement;

NOW, THEREFORE, in consideration of the Employment Agreement, the relationship between the parties, and the mutual covenants and conditions set forth herein, the parties hereto mutually agree as follows:

- 1. Term.** Paragraph 3.01 of the Employment Agreement is hereby amended to provide that the term of the Employment Agreement is extended for a period of one (1) year beginning January 1, 2024 and ending without further notice from the University on December 31, 2024, subject to prior termination in accordance with the provisions of Paragraphs 11 and 12 of the Employment Agreement.