AMENDMENT TO LETTER OF OFFER DATED DECEMBER 9, 2019

This "Amendment" is entered into effective October 1, 2020 with the intent to modify only the terms of the Letter of Offer dated December 9, 2019 ("Agreement") between Jeff Scott ("Coach") and the University of South Florida Board of Trustees ("University") expressly referenced herein.

WHEREAS University's Department of Intercollegiate Athletics has lost substantial revenue opportunities during the 2020-2021 fiscal year ("Fiscal Year") leading to an operational budget shortfall; and

WHEREAS Coach agrees to voluntarily forgo certain compensation and other benefits in an effort to assist University in recouping some of its budget shortfall and to avoid additional impact to the conditions of Coach's employment for the remainder of the Fiscal Year.

In consideration of the mutual promises contained herein, Coach and University agree as follows:

- 1. The recitals included above are incorporated herein and expressly made part of this Amendment.
- 2. The terms of paragraph 4(a) of the Agreement shall be modified to read as follows:

"At the reasonable direction of the Vice President of Athletics and/or University, Coach will provide a variety of other services to the University including, but not limited to, promotional activities, appearances, fundraising and development events, television or radio broadcasts, etc., for these services, the University will pay Coach an annualized amount ("Supplemental Compensation") as described below:

- i. On January 17, 2020, \$500,000
- ii. For the period of 01/01/2020 through 09/30/2020: \$1,300,000
- iii. For the period of 10/01/2020 through 12/31/2020: \$1,030,000
- iv. For the period of 01/01/2021 through 06/30/2021: \$1,540,000
- v. For the period of 07/01/2021 through 12/31/2021: \$1,900,000
- vi. For the period of 01/01/2022 through 12/31/2022: \$2,000,000
- vii. For the period of 01/01/2023 through 12/31/2023: \$2,100,000
- viii. For the period of 01/01/2024 through 12/31/2024: \$2,200,000"
- 3. The terms of paragraph 4(c) of the Agreement shall be modified to read as follows:
 - "Except for the period beginning 10/01/2020 through 06/30/2020, an automobile stipend of \$800 per month OR one (1) courtesy vehicle."
- 4. With respect to the 2020 football season only, Coach hereby expressly agrees to waive the right to earn or collect any Performance and Incentive Bonuses as outlined in paragraph 5 and Exhibit A of the Agreement.

Signatures on Following Page

below:

COACH:	UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES:
Jeff Scott, Head Football Coach	Michael Kelly, Vice President of Athletics
10/6/2020 Date	10/0/2020 Date

The parties enter into this Amendment as of the Effective Date through their duly authorized signatures