

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into as of January 1, 2012, by and between the University of South Carolina, an educational institution and an agency of the State of South Carolina ("University"), and Brad Lawing ("Employee").

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the parties mutually agree as follows:

1. **Employment Status.**

1.01: Position. Employee shall be employed to perform the duties of Assistant Football Coach as assigned by the Head Football Coach.

1.02: Unclassified State Employee. Employee shall be an unclassified state employee with the terms of his employment restricted solely to this Employment Agreement.

1.03: Grievance Rights. Employee is exempt from the provisions of the South Carolina State Employee Grievance Procedure Act pursuant to Section 8-17-370 of the Code of Laws of South Carolina (1986) and hereby waives any and all grievance rights under the University's grievance procedure. Employee's grievance rights shall be solely as set forth in Paragraph 8.01(b) herein.

1.04: Employee Not Entitled to Tenure. Employee's employment under this Employment Agreement is not a tenure track position and will not lead to tenure.

2. **Duties.**

2.01: Recognition of Duties. Employee agrees to devote his best efforts full time to the proper and efficient performance of the duties Assistant Football Coach as assigned by the Head Football Coach. Employee acknowledges that the Head Football Coach may reassign his duties during the term of this Employment Agreement.

2.02: Compliance with University Rules. Employee agrees to be a loyal employee of the University, to comply with all rules, regulations, policies and decisions established or issued by the University, and to adhere to, respect and follow the academic standards and requirements of the University in regard to the recruiting and eligibility of prospective and current student-athletes for the football program. In the event Employee becomes aware, or has reasonable cause to believe, that violations of such rules, regulations, policies and decisions may have taken place, he shall report the same promptly to the Athletics Director or his designee.

2.03: Compliance with NCAA and SEC Rules. Employee 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 recruiting and eligibility rules, as now constituted or as any of the same may be amended during the term hereof. In the event Employee 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 for Compliance.

3. Term of Employment.

3.01: Term. The term of this Employment Agreement shall begin on January 1, 2012 and shall terminate without further notice from the University on January 31, 2014, subject to prior termination in accordance with the provisions of Paragraphs 7 and 8 herein. For purposes of this Employment Agreement, each period beginning February 1st and ending January 31st during the term of this Employment Agreement shall be considered a "Contract Year."

3.02: Extension of Term. The term of this Employment Agreement may be extended for additional periods upon such written terms and conditions as may be mutually agreed upon by the parties. In the event the term of Employee's employment with the University is so extended, this Employment Agreement shall continue in full force and effect to the extent it is not inconsistent with such subsequent written agreements.

4. Compensation and Benefits.

4.01: Base Salary. In consideration for services and satisfactory performance of the terms and conditions of this Employment Agreement, Employee shall be paid an annual base salary of Two Hundred Fifty Thousand Dollars (\$250,000.00) payable in twenty-four (24) 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 Employee is entitled or in which he participates.

4.02: Merit Increases. Employee shall be eligible for consideration for merit increases to his base salary based on performance evaluations conducted by the Athletics Director or his designee on not less than an annual basis. These evaluations will take into account prior evaluations and the expectations and goals set for Employee by the Athletics Director or his designee.

4.03: Fringe Benefits. Employee shall be entitled to participate in those state benefits programs which are available to all unclassified University personnel 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 Employee, such consideration shall be made based exclusively upon Employee's base salary.

4.04: Incentive-Based Supplemental Compensation.

(a) In each Contract Year during the term of this Employment Agreement beginning with Contract Year February 1, 2012 through January 31, 2013, Employee shall earn and receive incentive-based supplemental compensation from the University as follows, subject to the provisions of Paragraph 4.04(b) herein:

(1) If the football team participates in a post-season Bowl Championship Series (BCS) bowl game: Thirty Thousand Dollars (\$30,000.00); or

(2) If the football team participates in the post-season Capital One, Cotton, Chic-Fil-A, or Outback bowl game: Twenty Thousand Dollars (\$20,000.00); or

(3) If the football team participates in any post-season bowl game other than as specified in Paragraphs 4.04(a)(1) and (2) above: Fifteen Thousand Dollars (\$15,000.00).

(b) It is understood that Employee must be employed by the University on the date of the post-season bowl game in which the football team participates, and coach the football team during the post-season bowl game, in order to earn the incentive-based supplemental compensation set forth in this Paragraph 4.04.

(c) Any incentive-based supplemental compensation due under this Paragraph 4.04 shall be paid by the University to Employee within forty-five (45) days after Employee earns such incentive-based supplemental compensation. In no event shall any supplemental compensation paid to Employee pursuant to Paragraph 4.04 herein be considered part of Employee's base salary.

5. Automobile.

The University may provide to Employee on a loan basis one (1) automobile for his use; provided, however, it is understood and agreed that such automobile shall not be construed to be part of the consideration of this Employment Agreement, and such use may be terminated at any time at the exclusive option of the University. In the event the University provides Employee with the use of an automobile, reasonable and ordinary maintenance of the vehicle, taxes (as related to the business use of the vehicle), and appropriate liability and comprehensive automobile insurance covering the use and operation of the vehicle shall also be provided by the University. Employee will be reimbursed for business-related mileage in accordance with University policy and procedure.

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. In the event the University exercises such right, Employee 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 shall, by separate agreement, pay Employee compensation for his services as set forth in Paragraph 6.01(e) 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 Paragraph 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 Employee's services to promote commercial endorsements, including but not limited to apparel, athletics shoes and equipment, in connection with his position as a University football coach, and Employee shall not otherwise engage in such commercial endorsements. The parties agree that such commercial endorsements shall be mutually agreed upon; provided, however, Employee shall not unreasonably refuse to make such commercial endorsements. The University or other marketing company or rights holder shall, by separate agreement, pay Employee compensation for his services as set forth in Paragraph 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 Paragraph 6.01(c) herein.

(c) In each full Contract Year that Employee is employed under this Employment Agreement beginning with Contract Year February 1, 2012 through January 31, 2013, Employee shall receive the following specified amount, or a pro rata amount thereof for any partial Contract Year Employee is employed under this Employment Agreement, for his services in connection with television and radio shows and commercial endorsements, collectively, as set forth in Paragraphs 6.01(a) and 6.01(b) herein:

(1) For Contract Year February 1, 2012 through January 31, 2013, Employee shall receive the total sum of Fifty Thousand Dollars (\$50,000.00), payable in two (2) equal installments of Twenty Five Thousand Dollars (\$25,000.00) on or about June 30 and December 1 of such Contract Year;

(2) For Contract Year February 1, 2013 through January 31, 2014, Employee shall receive the total sum of Sixty Five Thousand Dollars (\$65,000.00), payable in two (2) equal installments of Thirty Two Thousand Five Hundred Dollars (\$32,500.00) on or about June 30 and December 1 of such Contract Year.

In the event that the Employee does not receive the specified amount in any full Contract Year he is employed under this Employment Agreement, or a pro rata amount thereof for any partial Contract Year Employee is employed under this Employment 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 Employee the difference between the amount received by Employee from such outside rights holders, collectively, and the specified amount, or a pro rata amount thereof for any partial Contract Year Employee is employed under this Employment Agreement. Such payment by the University, if any, shall be made within forty-five (45) days after the conclusion of such Contract Year. It is understood and agreed that any such payment from outside rights holders or the

University shall not be considered to be part of Employee's base salary as set forth in Paragraph 4.01 herein.

(d) Employee hereby grants the University permission to use Employee's name and likeness during the term of this Employment Agreement in connection with the activities described in Paragraphs 6.01(a) and 6.01(b) herein. This permission will terminate or expire upon the termination or expiration of this Employment Agreement. The University agrees that Employee is and will remain the sole and exclusive owner of his name and likeness and all proprietary and potentially proprietary rights relating thereto except as otherwise set forth in this Employment Agreement.

6.02: 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 Employment Agreement to the contrary, Employee 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 discretion.

6.03 Annual Report. Pursuant to NCAA Bylaw 11.2.2, Employee shall provide to the President annually on or before January 15 a written detailed account of all athletically related income and benefits received by Employee 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. The University shall have access to all records of Employee necessary to verify such report.

7. NCAA Enforcement Procedures.

Pursuant to NCAA Bylaw 11.2.1, Employee 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 procedures, including suspension without pay or termination of employment for significant or repetitive violations. Any such disciplinary or corrective actions shall be in addition to and in no way limit or restrict any actions the University may take pursuant to Paragraph 8 herein.

8. Termination.

8.01: Termination by University for Cause.

(a) University May Terminate for Cause. The University shall have the right to terminate this Employment Agreement prior to its expiration date if there is cause for terminating Employee's employment. In addition to and as examples of its normally-understood meaning in employment contracts, the term "termination for cause" shall be understood to include, but not be limited to, any of the following:

(1) substantial neglect of any duty or responsibility outlined in this Employment Agreement or otherwise properly assigned, or refusal or unwillingness to perform any such duty or responsibility in good faith and to the best of Employee's abilities;

(2) conduct of Employee seriously prejudicial to the interests of the University and its mission and/or that is seriously adverse to or has a significantly negative impact upon the University or its athletics department;

(3) conviction of or entry into pre-trial intervention as a result of a criminal act that constitutes a felony or a misdemeanor;

(4) committing a major violation of NCAA Legislation (as determined by the University), or a series or pattern of secondary violations of NCAA Legislation (as determined by the University), while at the University; or knowingly committing any violation of NCAA Legislation;

(5) failing to report to the Associate Athletics Director for Compliance in a timely manner any violation of NCAA Legislation of which Employee is aware;

(6) failing to report to the Athletics Director or his designee any violation of University rules and regulations of which Employee is aware;

(7) 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 Employee's ability to perform essential functions of the duties and responsibilities of his position;

(8) violation of any material provision of this Employment Agreement not corrected by Employee within ten (10) days following receipt of written notification of such violation from the University; or failure to take immediate and reasonable action to remedy within a reasonable period of time any such violation which is incapable of correction within ten (10) days after written notification from the University;

(9) violation of any material University rule, regulation, policy or procedure sufficient to sustain the for cause termination of any other University employee.

(b) Pre-Termination Meeting. Any termination of this Employment Agreement for cause must be preceded by a pre-termination meeting held by the President or his designee after not less than five (5) days prior written notice to Employee, which notice shall include a statement of the University's reasons for the termination. The meeting shall consist of an explanation of the University's cause for termination and an opportunity for Employee to present the reasons he believes termination is not justified. Present at the meeting shall be the President or his designee, Athletics Director, General Counsel and/or any other persons deemed appropriate by the President. Employee shall be permitted to have an attorney present to represent him if he so desires. The decision of the President or his designee following such

meeting shall be the final University decision. Employee may waive his right to the meeting by so notifying the President in writing.

(c) University's Obligation Upon Termination for Cause. In the event this Employment Agreement is terminated for cause, the University's sole obligation to Employee shall be to pay his base salary as set forth in Paragraph 4.01 herein until the effective date of termination. Payment shall be made no later than fifteen (15) days after the effective date of termination. In no case shall the University be liable to Employee for the loss of any collateral business opportunities or any other benefits, perquisites, income, supplemental compensation, or any form of consequential damages, resulting from or associated with Employee's employment or termination.

(d) Employee's Right to Challenge Termination for Cause Decision. In the event this Employment Agreement is terminated for cause, Employee 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 Employment Agreement by terminating Employee without cause, then the liquidated damages provision set forth in Paragraph 8.02(b) herein shall apply and shall be Employee's sole and exclusive remedy for any cause of action based on this Employment Agreement.

8.02: Termination by University Without Cause.

(a) University May Terminate Without Cause. The University shall have the right to terminate this Employment Agreement prior to its expiration date without cause upon five (5) days written notice to Employee.

(b) University's Obligation Upon Termination Without Cause. In the event this Employment Agreement is terminated by the University without cause, the University shall pay to Employee liquidated damages, as his exclusive remedy in lieu of any and all other legal remedies or equitable relief available to Employee, an amount equal to Employee's base salary as set forth in Paragraph 4.01 herein for the remaining term of this Employment Agreement; provided, however, it is understood and agreed by Employee that the University's obligation to pay liquidated damages as set forth herein shall terminate in its entirety if, and as of the date, Employee begins new employment with another institution or entity. The University shall pay such liquidated damages, at its option, either in lump sum within sixty (60) days of the effective date of termination, or in equal monthly installments over the remaining term of this Employment Agreement until paid in full. The payment of liquidated damages shall be subject to applicable withholdings and deductions as may be required by law.

(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 Employment Agreement by the University without cause prior to its natural expiration may cause Employee 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 such liquidated damages shall constitute adequate and reasonable compensation to Employee 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.

9. **Miscellaneous.**

9.01: **Merger Clause.** Upon the effective date hereof, this Employment Agreement constitutes the sole, full and complete understanding and agreement of the parties with respect to the employment of Employee by the University and supersedes all prior understanding and agreements, oral or written, regarding such matters.

9.02: **Amendments to Employment Agreement.** No amendments, changes, additions, deletions or modifications to or of this Employment Agreement shall be valid unless reduced to writing, signed by the parties and attached hereto.

9.03: **Governing Law.** This Employment Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, and the laws of the State of South Carolina shall govern the validity, performance and enforcement of this Employment Agreement.

9.04: **Jurisdiction; Venue.** Any cause of action, suit or proceeding brought by the University or Employee with respect to, concerning, relating or affecting this Employment Agreement shall be filed only in a state or federal court of competent jurisdiction located in Richland County, State of South Carolina, and each party hereby irrevocably waives any objection which it may now or hereafter have to the personal jurisdiction or venue of any suit, action, or proceeding arising out of, or relating to, this Employment Agreement being in Richland County. The parties further irrevocably waive any claim that such suit, action, or proceeding brought in such court has been brought in an inconvenient forum.

9.05: **Sovereign Immunity.** Any act by the University regarding this Employment Agreement is not a waiver of either the University's sovereign immunity or the University's immunity under the Eleventh Amendment of the United State's Constitution.

9.06: **Assignment.** Employee's rights and interests under this Employment Agreement may not be assigned, pledged or encumbered by Employee.

9.07: **Severability.** In the event one or more words, phrases, clauses or provisions in this Employment Agreement are determined to be invalid, illegal, void or otherwise unenforceable, in whole or in part, in a court of law, the parties agree that the remaining portions of the Employment Agreement shall be deemed valid and remain in full force and effect.

9.08: **No Waiver of Default.** No waiver by the parties hereto to any default or breach of any covenant, term or condition of this Employment Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

9.09: Acknowledgment. Employee acknowledges that he has read and understands the foregoing provisions of this Employment Agreement, that such provisions are reasonable and enforceable, that he agrees to abide by this Employment Agreement and the terms and conditions set forth herein, and that no other agreement to which he is a party prohibits his execution of and performance under this Employment Agreement.

9.10: University Retains all Materials and Records. All materials or articles of information, including without limitation, personnel records, recruiting records, team information, films, statistics, or any other material or data, furnished to Employee by the University or developed by Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Employee's employment hereunder are and shall remain the sole and confidential property of the University. On or before the expiration of the term of this Employment Agreement or its earlier termination as provided for herein, Employee shall immediately cause any such materials in his possession or control to be delivered to the University.

9.11: Return of University-Issued Property. Not later than the effective date of termination or expiration of this Employment Agreement, Employee 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. Employee agrees that the University shall 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.

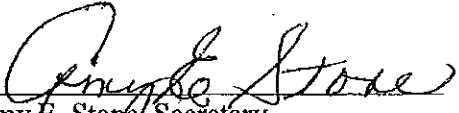
9.12: Notices. Any notice or other communication which may be or is required to be given under this Employment Agreement shall be in writing and shall be deemed to have been given on the earlier of the day actually received or on the close of business on the fifth (5th) business day next following the day when deposited in the United States Mail, postage prepaid, registered or certified, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing to the other:

(a) If to Employee: Brad Lawing
Assistant Football Coach
Williams Brice Stadium
University of South Carolina
Columbia, SC 29208

(b) If to the University: Eric C. Hyman
Director of Athletics
Rex Enright Athletic Center
University of South Carolina
Columbia, SC 29208

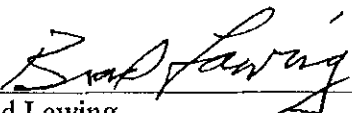
IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the dates below indicated.

UNIVERSITY OF SOUTH CAROLINA

By: 
Amy E. Stone, Secretary
Board of Trustees

Date: 3-28-12

EMPLOYEE

By: 
Brad Lawing
Assistant Football Coach

Date: 3-16-2012

And: 
Eric C. Hyman
Director of Athletics

Date: 3.15.2012