

EMPLOYMENT AGREEMENT
HEAD FOOTBALL COACH

THIS AGREEMENT is made and entered into effective December 12, 2024, regardless of the date of execution, by and between The University of North Carolina at Chapel Hill (“University” or “UNC-Chapel Hill”) and Bill Belichick (“Coach”).

WHEREAS the University desires to employ Coach and Coach desires to engage in such employment under the terms and conditions set forth below; and

WHEREAS the parties acknowledge that although this Agreement is sport-related, the primary mission of the University is education, research, and public service; accordingly, the primary purpose of all the University’s legal arrangements, including this Agreement, is the furtherance of the University’s educational mission;

NOW, THEREFORE, in consideration of the promises and mutual covenants below, the acceptance by Coach of his employment by University as Coach, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment

The University employs Coach for the fixed term specified in Section 2 as the Head Coach of the University’s intercollegiate Football team (“Program”) under the terms and conditions stated herein. Coach will not be reassigned without his prior written approval to any position other than Head Football Coach during the entire period during which Coach is employed as the University’s Head Football Coach.

Coach is classified as an EHRA non-faculty employee, exempt from the State Human Resources Act (“EHRA”). Except as otherwise noted in this Agreement, Coach shall be subject to all employment policies that apply to Coach’s employee classification of the University and the University of North Carolina (“UNC”) System. The employment policies are contained in the UNC Code and the University’s policies, regulations, and rules. Such policies may be currently accessed at <https://hr.unc.edu/employees/policies/ehra-non-faculty-policies/> and <https://www.northcarolina.edu/apps/policy/index.php#policy-tab> and are incorporated herein by reference. Coach acknowledges that he has either read and understands these policies or has had an opportunity to do so and expressly agrees to be bound by such policies.

2. Term

This Agreement, unless otherwise terminated in accordance with its terms or extended by subsequent agreement of the parties, shall continue in force and effect

from December 12, 2024 until December 31, 2029, unless terminated earlier as provided below (the "Term"). Neither the University nor Coach has an obligation to renew or extend this Agreement.

3. Duties

Coach shall perform the duties, responsibilities, and obligations as are reasonably assigned to Coach by the Athletics Director and those normally associated with the position of Head Coach at a major university such as UNC-Chapel Hill. Coach's duties shall include the following:

- (a) Serve as Head Coach for the Program, including the making of customary coaching decisions associated with the position of Head Coach of a major Division I football program such as development and implementation of the systems and strategies used in competition, conduct of practice and training, selection of team members, and all other matters relating to the practice for and play of games;
- (b) Direct and conduct the Program in a manner consistent with the educational purpose, traditions, integrity, and ethics of the University;
- (c) Recruit and retain only academically qualified athletes and promote and encourage academic progress, in conjunction with the faculty and the University, of such athletes toward graduation in defined degree programs;
- (d) Support, monitor, and encourage the educational pursuits of Program athletes, including regular progress toward their academic degrees, and use best efforts, in cooperation with the University's faculty, administration and the Academic Support Program for Student-Athletes, to meet all athletes' academic requirements;
- (e) Conduct the Program and Coach's performance in accordance with, promote an atmosphere of compliance with, and otherwise abide by the "Governing Requirements." For purposes of this Agreement, "Governing Requirements" means and refers to all current and future legislation, rules, regulations, directives, policies, bylaws, and constitutions, and official or authoritative interpretations thereof, issued or maintained by the University's athletics association (e.g. NCAA), athletics conference (e.g. ACC), and/or other governing bodies having regulatory power or authority relating to the University or its athletics programs, as well as any applicable laws, rules, regulations, court decisions, policies, procedures, and directives of and applicable to the University, its Department of Athletics, and/or Coach. This duty includes but is not limited to performing Coach's compliance obligations as provided in the Governing Requirements and this Agreement;

- (f) Supervise and maintain responsibility for the conduct and activities of all Program assistant coaches, staff members, other employees, and athletes under Coach's supervision, including using reasonable efforts to maintain good faith compliance by all such individuals with all Governing Requirements.
- (g) Conduct recruiting activities, practices, game preparation, and other duties to develop and maintain a Program that is competitive in the NCAA and the University's athletics conference, recognizing that the Program's win-loss record, recruiting rankings, and other similar metrics shall not support termination for Cause pursuant to Section 13 of this Agreement.
- (i) Maintain responsibility for the fiscal and budgetary functions associated with the Program, assisted by the General Manager;
- (j) Work cooperatively with the University's Department of Athletics Compliance Office, the Faculty Athletics Representative, and the University's administration on compliance matters, and athletics association (e.g. NCAA) and athletics conference (e.g. ACC) rules education, and other applicable training and education for Program members;
- (k) Cultivate and maintain effective relations with students, faculty, staff, and friends of the University, promote the academic integrity of the institution, and refrain from actions that bring material reputational harm or public ridicule upon the University or the Coach.
- (l) Such other reasonable duties as may be assigned by the Athletics Director or Sport Administrator(s) from time to time, consistent with those duties typically applicable to a Division I Head Football Coach.

Coach may employ a General Manager, who will be responsible for managing the administrative and business operations of the Program and reporting to the Athletics Director on such administrative and business operations matters. Coach ultimately is responsible for performing the duties described in this Agreement, but in consultation with the Athletics Director may assign or delegate certain administrative and business operations to the General Manager. Without limiting the generality of the foregoing, Coach shall have the responsibility and authority, in consultation with the Athletics Director and consistent with all applicable Governing Requirements, to employ and discharge all personnel assigned to the Program.

4. Compensation

(a) Base Salary. During the Term, the University shall pay Coach an annual Base Salary at an annual rate of One Million Dollars (\$1,000,000) per year for services provided according to the terms and conditions of this Agreement, payable monthly and in accordance with the University's policies and standard payroll practices. The annual Base Salary shall be based on a twelve-month employment period commencing on December 12, 2024 (each such period a "Contract Year") and shall be prorated for any partial Contract Year, including the period from December 12, 2029 to December 31, 2029. For all purposes under this Agreement, the term "Base Salary" shall refer to Coach's base salary rate then in effect pursuant to this Section, and shall not include any bonus, additional forms of compensation, supplemental income, benefits, or other amounts payable to Coach as provided in this Agreement.

(b) Bonuses. Coach shall be eligible for additional non-salary, performance-based compensation as set forth below.

i. *Competitive Performance – Regular Season.* In any program season during the Term in which the Program wins eight (8) or more regular season games, Coach will receive a single bonus in the amount that corresponds to the number of regular season wins, as follows:

<u>Regular Season Games</u>	<u>Bonus Amount</u>
Win 8 Games	\$150,000
Win 9 Games	\$200,000
Win 10 Games	\$250,000
Win 11 Games	\$300,000
Win 12 Games	\$350,000

Coach is eligible for only one bonus each season pursuant to this Section 4(b)(i), such that the maximum bonus for any season is \$350,000.

ii. *Competitive Performance – Conference Championship Game.* In any program season during the Term in which the Program appears in but does not win the championship game of the University's athletics conference (e.g. ACC) while Coach serves as Head Coach, Coach will receive a bonus in the amount of \$200,000. In any program season during the Term in which the Program appears in and wins the regular season championship of the University's athletics conference (e.g. ACC) while Coach serves as Head Coach, Coach will receive a bonus in the amount of \$300,000.

iii. *Competitive Performance – Post-Season.*

1. In any Program season during the Term in which the Program appears in any non-College Football Playoff (“CFP”) bowl game, Coach will receive a bonus in the amount of One Hundred Fifty Thousand Dollars (\$150,000).
2. In any Program season during the Term in which the Program appears in any Non-CFP Tier I/Elite bowl game (but not a bowl game identified in Section 4(b)(iii)(1)), Coach will receive additional compensation from the University in the form of a bonus in the amount of Three Hundred Fifty Thousand Dollars (\$350,000). “Non-CFP Tier I/Elite bowl game” shall be defined as the Pop-Tarts Bowl, TaxSlayer Gator Bowl, and the Duke Mayo Bowl.
3. In any program season during the Term in which the Program competes in the CFP, Coach will receive a single bonus in the amount that corresponds to the Program’s CFP participation, as follows:

<u>CFP Participation</u>	<u>Bonus Amount</u>
Participant	\$750,000
Quarterfinal Appearance	\$1,000,000
Semifinal Appearance	\$1,250,000
Championship Game Appearance	\$1,500,000
Win Championship Game	\$1,750,000

Coach is eligible for only one bonus each season pursuant to this Section 4(b)(iii), such that the maximum bonus for any season is \$1,750,000.

- iv. *Competitive Performance – Final CFP Polls.* In any year during the Term in which the Program finishes in the top 25 of the final CFP poll following a Program season in which Coach served as Head Coach of the Program, Coach will receive a single bonus in the amount that corresponds to the Program’s final CFP poll finish, as follows:

<u>Final CFP Poll Finish</u>	<u>Bonus Amount</u>
Top 25	\$250,000
Top 20	\$300,000
Top 15	\$375,000
Top 10	\$425,000
Top 5	\$500,000

Coach is eligible for only one bonus each season pursuant to this Section 4(b)(iv), such that the maximum bonus for any season is \$500,000.

v. *Awards – Coach of the Year.* In any Program season during the Term in which Coach is recognized as the Coach of the Year, Coach will receive a single bonus as follows:

1. *Conference Coach of the Year:* In any year in which Coach is recognized as the Coach of the Year in the University's athletic conference following a Program season in which Coach served as Head Coach of the Program, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to One Hundred Thousand Dollars (\$100,000).
2. *National Coach of the Year:* In any year in which Coach is recognized as the Coach of the Year by (a) the Associated Press, (b) ABC/ESPN, (c) the Walter Camp Foundation, (d) the Football Writers Association of America (FWAA), (e) the Bobby Dodd Coach of the Year Foundation, (f) the Paul "Bear" Bryant Coach of the Year Award, (g) CBSSports.com, (h) ABCSports.com, (i) The Sporting News, or (j) the Maxwell Football Club (or any successor organization) following a Program season in which Coach served as Head Coach of the Program, Coach will receive additional compensation from the University in the form of a bonus in an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000).

Coach is eligible for only one bonus each season pursuant to this Section 4(b)(v), such that the maximum bonus for any season is \$250,000.

vi. *Academic Performance*

1. *Grade Point Average ("GPA").* For purposes of this subsection, annual team GPA means the average of the fall term GPA and the spring term GPA as determined by the Academic Support Program for Student Athletes ("ASPSA")'s GPA Guidelines, as those Guidelines may be revised from time to time. Any amount earned under this subsection shall be earned on the date of ASPSA's determination of the Annual GPA pursuant to ASPSA's GPA Guidelines and paid within seventy-five (75) days following that date.

- a. In any year during the Term in which the annual team GPA of members of the Program equals or exceeds 2.7 but is less than 2.8, while Coach serves as Head Coach, Coach will receive additional compensation in the form of a bonus in the amount of Fifty Thousand Dollars (\$50,000).
 - b. In any year during the Term in which the annual team GPA of members of the Program equals or exceeds 2.8 but is less than 2.9, while Coach serves as Head Coach, Coach will receive additional compensation in the form of a bonus in the amount of Seventy-Five Thousand Dollars (\$75,000).
 - c. In any year during the Term in which the annual team GPA of members of the Program equals or exceeds 2.9 but is less than 3.0, while Coach serves as Head Coach, Coach will receive additional compensation in the form of a bonus in the amount of One Hundred Thousand Dollars (\$100,000).
 - d. In any year during the Term in which the annual team GPA of members of the Program equals or exceeds 3.0 while Coach serves as Head Coach, Coach will receive additional compensation in the form of a bonus in the amount of One Hundred Fifty Thousand Dollars (\$150,000).
2. *Academic Progress Rate("APR")*. Any amount under this subsection shall be earned on the date of the NCAA's final notice that the University has completed its submission of APR data to the NCAA and paid within seventy-five (75) days following that date.
- a. In any year during the Term in which the single-year APR for the Program reported by the University to the NCAA is between 950 to 969, while Coach serves as Head Coach, Coach will receive additional compensation in the form of a bonus of One Hundred Thousand Dollars (\$100,000).
 - b. In any year during the Term in which the single-year APR for the Program reported by the University to the NCAA is between 970-989, while Coach serves as Head Coach, Coach will receive additional compensation in

the form of a bonus of One Hundred Twenty-Five Thousand Dollars (\$125,000).

- c. In any year during the Term in which the single-year APR for the Program reported by the University to the NCAA is between 990 to 999, while Coach serves as Head Coach, Coach will receive additional compensation in the form of a bonus of One Hundred Fifty Thousand Dollars (\$150,000).
- d. In any year during the Term in which the single-year APR for the Program reported by the University to the NCAA is 1,000 or above, while Coach serves as Head Coach, Coach will receive additional compensation in the form of a bonus of Two Hundred Thousand Dollars (\$200,000).

Amounts earned pursuant to Section 4(b) shall be deemed earned upon achievement or on the final day of the Program season, whichever is earlier, and, unless otherwise provided above, shall be paid within thirty (30) days following the final game of the Program's season, including post-season.

Coach's entitlement to bonus compensation shall be contingent on: (x) where applicable, Coach's actual participation in, and coaching of, the University's Football team for the particular event subject to the bonus compensation, unless Coach is physically unable to participate and coach the event due to a medically documented personal health emergency; and (y) Coach's satisfactory performance of the duties set forth in Section 3 of this Agreement. Earned bonuses shall be paid regardless of whether Coach is employed by the University on the date of payment, provided that he was employed on the date on which the bonus was earned.

Coach's compensation is subject to applicable policies adopted by the University's Board of Governors and/or Board of Trustees. All payments made to Coach pursuant to this Agreement will be made in accordance with the University's payroll policies and practices in effect from time to time and are subject to applicable deductions and withholdings.

5. Supplemental Income

- (a) The University shall pay Coach supplemental income in the aggregate amount of Nine Million Dollars (\$9,000,000) annually, paid monthly on the last business day of the calendar month so long as Coach is employed as Head Coach. For the avoidance of doubt, although the Supplemental

Income payments under this Section 5 will be paid to Coach monthly as set forth above, Coach shall be deemed to earn a pro-rata amount of the annual Supplemental Income payment on a daily basis during the Term, and Coach shall be entitled to any amount earned but unpaid as of the date of termination of his employment for any reason.

- (b) The parties agree that Coach's duties set forth in Section 3 of this Agreement shall at all times take priority over Coach's activities set forth in this Section 5.
- (c) Supplemental income shall be paid in consideration for Coach providing the following licensed rights and/or personal services to promote, represent, and assist the marketing of the University, its athletics program, and the Program:
 - i. *Program Support and Promotional Activities.* Coach acknowledges that opportunities to promote, publicize and/or raise funds for the University, the Program and/or the University's athletics program, and/or to participate in promotional activities or events of advertisers, sponsors, or affiliates of the University, will be presented to the University. Such opportunities may involve personal appearances, speeches, press conferences, and other similar activities and events which shall include, but not necessarily be limited to, meeting with donors or sponsors. Coach agrees that he will participate in or make special appearances related to such activities and events as reasonably requested by the University.
 - ii. *Fundraising.* Coach shall attend a specified number of Educational Foundation Chapter meetings per year to promote the Program, the number to be reasonably determined on an annual basis by the Athletics Director in consultation with Coach.
 - iii. *Media.* Coach acknowledges that the University may be presented with opportunities for the production and distribution of radio, television, podcast, internet, social and other digital media, and other content relating to the Program and/or the University's athletics program in general (the "Broadcasts"). Coach shall appear and participate in such Broadcasts as reasonably requested by the University. The timing and location of Coach's participation in such Broadcasts shall be mutually agreed upon by the parties. In addition, Coach acknowledges that the University may, in consultation with Coach and consistent with Coach's primary coaching responsibilities, require Coach to record promotional content related to such Broadcasts, and such other shows, events, or other content

as reasonably determined by the University for the University, the Program and/or the University's athletics program.

- iv. *Use of Coach's Name, Image, and Likeness.* Coach consents to and hereby grants the University a non-exclusive license to use, and to authorize third parties under contract with or acting under the direction of the University to use, Coach's name, nickname, initials, autograph, signature, voice, video or film portrayals, photograph, image or likeness, and any other means of endorsement or identification of or by Coach, including statistical, biographical, or other information or data relating to Coach ("NIL") in the conduct and promotion of the University, the University's athletics program and/or the Program, and as otherwise contemplated by this Agreement, provided that any such use shall not be in poor taste or reflect negatively upon Coach. Any endorsements or promotions by Coach for the University or authorized third parties shall be subject to Coach's written approval, such approval not to be unreasonably delayed or withheld. In the event of Coach's separation from the University, the scope of the University's license to use Coach's NIL shall be limited to historical and archival purposes associated with the Program, the Athletics Department, and the University.
- v. *Manufacturer Relationships.* Coach acknowledges that the University may enter into agreement(s) with one or more athletics footwear, equipment, clothing, or other manufacturer(s) or sponsors (collectively, the "Manufacturer") for use by the Manufacturer of Coach's personal services and expertise in the Coach's sport and/or for Coach's endorsement of the Manufacturer's products. Coach further acknowledges that such Manufacturer agreements may include the University's sublicense of Coach's NIL pursuant to the license granted under subsection (iii) of this Section 5. Throughout the Term, Coach shall take such actions as are necessary to enable the University to comply with its obligations under its agreement(s) with the Manufacturer, including, without limitation, wearing and/or using exclusively the products of the Manufacturer as and to the extent required by such agreement(s).

6. Expenses

Each Contract Year during the Term, Coach will receive an annual expense allowance of One Hundred Thousand Dollars (\$100,000) to be used for entertainment and other appropriate purposes to advance the Program. All appropriate taxes shall be withheld from this allowance. The annual expense allowance shall be prorated for any partial Contract Year and may be increased during the Term for inflationary and other

reasons at the discretion of the Athletics Director. Coach's use of these funds shall be consistent with the Governing Body Requirements.

7. Benefits and Other Non-Salary Compensation

Coach is entitled to receive all employee-related benefits available to other employees in Coach's employee classification at the University. In addition to such benefits, so long as Coach continues to fulfill the duties set forth in this Agreement, the University shall provide to Coach the following additional benefits during the Term consistent with University policy:

- (a) Relocation and moving expenses to North Carolina of One Hundred Thousand Dollars (\$100,000).
- (b) A vehicle allowance of up to \$7,500 or use of a leased vehicle, including customary insurance, maintenance, and operating costs, for the primary purpose of conducting University business. In addition, Coach's ten (10) assistant coaches, as well as key staff members (as designated by Coach), shall be provided with an automobile for their use in accordance with University policy.
- (c) A membership to Chapel Hill Country Club. Coach may use guest access privileges for staff members and their families according to the applicable policies of Chapel Hill Country Club.
- (d) Tickets in accordance with Department of Athletics policies, including:
 - i. Four (4) tickets and access to ten (10) additional tickets for all football games, including bowl and championship games.
 - ii. Four (4) tickets to all home sporting events.
 - iii. In addition, each Program coach and other key staff member (as designated by Coach) shall be provided with a ticket for every family member to each Program home game, championship game, and bowl/playoff game (a maximum of four (4) tickets for each coach or key staff member).
- (e) Coach or an entity controlled by Coach shall be entitled to operate and retain all revenues from athletic camps or clinics in accordance with the Governing Requirements, as provided in Section 8.
- (f) Coach and Athletics Director shall mutually agree on the Program's scheduling of University intercollegiate athletic competition during the Term.

- (g) Access to a suite at all home football games and access to the Athletics Director's suite at away football games.
- (h) Personal use of a private aircraft for not more than twenty-five (25) hours per Contract Year.

8. Outside Activities and Compensation

- (a) Subject to compliance with the Governing Requirements, including but not limited to the Policy on External Professional Activities for Pay of The University of North Carolina Board of Governors and applicable policies and laws concerning conflicts of interest, and with prior approval of the Director of Athletics or the Chancellor, which approval shall not be unreasonably withheld, Coach may earn other revenue while employed by the University. Coach also may engage, in Coach's personal capacity, in such other activities as are not inconsistent with (i) the Governing Requirements; (ii) the policies, rules, procedures, practices, and directives of the University; (iii) any contract to which the University is a party or third-party beneficiary; and (iv) the provisions of this Agreement. No such activities shall conflict with or be detrimental to Coach's duties as Head Coach of the Program or be competitive with or otherwise detrimental to the University's interests. The University will approve, consistent with the Governing Requirements, Coach's participation in those external activities that have been disclosed by Coach and (i) conducted pursuant to agreements that predate the effective date of this Agreement and/or (ii) already scheduled as of the date of this Agreement.

All external activities are independent of Coach's University employment. The University shall have no responsibility for any claims by or against Coach arising from them, and Coach agrees to indemnify and hold harmless the University, the University of North Carolina, their governing boards and board members, and their employees, officers, and agents from any and all suits, claims, demands, damages, liabilities, costs and expenses, including reasonable attorney fees, arising from any such outside activity or related claims.

Activities permitted under this Section include radio, motion picture, writing, or any similar activity, personal appearances, commercial endorsements, and athletic camps as provided below. With respect to any such activities that are commercial in nature, including, without limitation, activities that promote a private business or service, Coach shall not, without the express written permission of University, such permission not to be unreasonably withheld, make use of University's name, logos, trademarks, insignias, or

symbols, or any name, image, or likeness of any athlete or prospective athlete associated with the University.

- (b) Coach shall obtain approval in advance from the Director of Athletics or the Chancellor, which approval shall not be unreasonably withheld, to engage in any outside employment or unpaid activities that could affect Coach's responsibilities to the University, or the University's reputation, obligations, or other interests. Coach also shall obtain advance approval from the Athletics Director or Chancellor for any and all athletically related income and benefits from sources outside the University during the Term. Types of activities and sources of such income include, but are not limited to, the following:
 - (i) Housing benefits (including preferential housing arrangements);
 - (ii) Speaking engagements;
 - (iii) Television and radio programs;
 - (iv) Endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers;
 - (v) Affiliation with other sports groups or teams (e.g. coach of a national team).

- (c) Coach or an entity owned, operated, controlled by, or otherwise affiliated with Coach (the "Camp Entity") may organize and conduct athletic camps or clinics only with the prior approval of the Director of Athletics, such approval not to be unreasonably withheld. Such camps or clinics shall not conflict or compete with, or otherwise be detrimental to, the University's interests as determined by the University. They shall be conducted in accordance with the University's contractual relationships and obligations and all Governing Requirements, including those requiring payment of fees and other conditions for the use of University facilities and the Department of Athletics Camp Manual as in effect from time to time.. University shall have the right to conduct, using an accountant of University's choice and at University's expense, a full financial audit of any athletic camp or clinic run by Coach or the Camp Entity.

- (d) As provided by the Governing Requirements, Coach shall report annually as of July 1 to the Chancellor through the Athletics Director all athletically-related income from sources outside the University, including, but not limited to, income from annuities, athletic camps, endorsements, television and radio programs, and all other athletically-related income from whatever outside source. The University shall have reasonable and prompt access to all records of Coach to verify this report.

9. Compliance

- (a) Compliance. Coach shall promote an environment of compliance with Governing Requirements and maintain good faith compliance with applicable Governing Requirements by all Program assistant coaches, staff members, employees, and student-athletes under Coach's supervision, including but not limited to those related to (i) recruiting and furnishing unauthorized extra benefits to recruits and student-athletes, including without limitation purchase and sale of game tickets and furnishing unauthorized transportation, housing, and meals; (ii) sports agents, gambling, betting, and bookmaking, and (iii) the illegal sale, use, or possession of controlled substances, narcotics, banned substances, or other chemicals, steroids, or performance enhancing drugs.
- (b) Reporting. If Coach becomes aware of, has reasonable cause to believe, or learns of a circumstance or state of affairs that would cause a reasonable person to suspect that a violation of a Governing Requirement may have taken place, Coach shall immediately report the same to the Director of Athletics and the Associate Athletic Director for Compliance.
- (c) Institutional Control. Coach recognizes and acknowledges the importance of maintaining and observing the principles of institutional control as contemplated by the Governing Requirements over every aspect of the Program. Coach shall recognize and respect the reporting relationships and the organizational structure of the University.
- (d) Cooperation. During the Term, Coach shall reasonably cooperate in any investigation and adjudication of possible violations of Governing Requirements that are conducted, authorized, or supported by the University, the University's athletics association (e.g. NCAA), athletics conference (e.g. ACC), and/or other governing body having legal or regulatory power or authority relating to the Program. Coach recognizes Coach's affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case as set forth in NCAA Bylaw 19.2.3. In addition to other provisions of this Agreement that provide for sanctions for violating Governing Requirements, Coach recognizes that if Coach is found to be in violation of NCAA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process contained in NCAA Bylaw 19, including suspension without pay or termination of employment.
- (e) Obligation to Furnish Certain Information. Coach shall furnish to the University, upon request, any information that is necessary or materially useful for purposes of any investigation of any potential infraction or violation of any Governing Requirement related to the Program, the Department of Athletics, the University, or individuals and entities

associated with the University, with the exception of information protected by the Attorney-Client privilege.

- (f) Reporting Sexual or Gender-Based Harassment. Coach shall promptly report to the University's Title IX coordinator any incident of sexual or gender-based harassment (as defined in the University's Policy on Prohibited Discrimination, Harassment, and Related Misconduct, including but not limited to sexual violence, interpersonal violence, sexual exploitation, and stalking) when Coach receives a disclosure of sexual or gender-based harassment or becomes aware of information that would lead a reasonable person to believe that sexual or gender-based harassment may have occurred involving anyone covered by the University's Policy. This includes any incident or information, whether related to the victim/survivor or the alleged perpetrator, or both.
- (g) Consequences of Violation. If Coach or personnel under Coach's direct or indirect supervision, whose conduct Coach knew about, is/are found to be in material violation of any Governing Requirement during the Term, Coach may be subject to disciplinary or corrective action, as set forth in this Agreement and the Governing Requirements, including applicable University policies and procedures.

10. Automatic Termination Upon Death or Disability of Coach

- (a) This Agreement shall terminate immediately and automatically without notice in the event that Coach dies.
- (b) If this Agreement is terminated pursuant to Section 10(a) because of death, the Coach's salary and all other benefits, including income pursuant to Section 12, shall terminate as of the end of the calendar month in which death occurs, except that Coach's personal representative(s) or other designated beneficiary shall be paid all death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by the University and due to Coach as an employee of Coach's employment classification. In addition, Coach's personal representative(s) or other designated beneficiary shall be paid any earned (as of the date of Coach's death) but unpaid (i) Base Salary; (ii) Bonuses; and (iii) Supplemental Income.
- (c) This Agreement shall terminate, upon reasonable notice to Coach by University, in the event that Coach becomes and remains unable to perform the essential functions of Coach's employment hereunder for a period of ninety (90) consecutive days or ninety (90) days in any one hundred fifty (150) day period by reason of medical illness or incapacity. Such determination of Coach's inability to perform Coach's duties shall be made in the sole

judgment of the Chancellor and Athletics Director; provided, however, that the Chancellor and Athletics Director shall, prior to making such judgment, seek the advice and opinion regarding such disability of an impartial physician competent to provide such advice and opinion, as may be mutually agreed upon by Coach or Coach's legal representative(s) and the Athletics Director of the University. If Coach or Coach's legal representative(s), as the case may be, and the Athletics Director are unable to agree upon such physician, the selection shall be made by the Dean of the School of Medicine of The University of North Carolina at Chapel Hill.

- (d) In the event that this Agreement is terminated pursuant to Section 10(c), the University shall have no further liability to Coach pursuant to this Agreement except for (i) payment of amounts due Coach accrued hereunder prior to the date of termination, including any earned but unpaid (i) Base Salary; (ii) Bonuses; and (iii) Supplemental Income and (ii) payment of any disability benefits to which Coach may be entitled pursuant to any disability program in which Coach is enrolled through University. Specifically and without limitation, at the end of such ninety (90) or one hundred fifty (150) day period, as applicable, all salary and other benefits shall terminate, except that Coach shall be entitled to receive payment of any disability benefits to which Coach is entitled under any disability program in which Coach is enrolled through the University.
- (e) Notwithstanding any other provision herein, this Agreement does not and shall not be construed to afford University the right to take any action that is unlawful under the Americans with Disabilities Act or to constitute in any respect a waiver of rights under such Act.
- (f) The termination of this Agreement under this Section 10 shall not constitute a breach of this Agreement, and, except for the payments, if any, required by this Section 10, Coach hereby waives and relinquishes all rights to payment of compensation, damages or other relief on account of such termination to the fullest extent allowable by law.

11. Termination by University for Cause

The University may terminate this appointment for Cause at any time upon written notice to the Coach. For purposes hereof, "Cause" shall mean the following:

- (a) Coach's material failure to perform any of the duties specified in this Agreement (including but not limited to the duties described in Sections 3, 8, and 9);

- (b) A violation by the Coach, or knowing participation by the Coach in a violation, or a violation which the Coach condoned, of a regulation, bylaw, rule, policy, or other requirement of the University's athletics association (e.g. NCAA), the University's athletics conference (e.g. ACC), or other Governing Requirement. For the foregoing to constitute Cause, the violation must be (i) found to be a major or serious by the NCAA, conference, or other applicable governing body;
- (c) Any action that is:
 - (i) taken by Coach or someone supervised by Coach, or
 - (ii) taken at the direction of Coach or someone supervised by Coach, or
 - (iii) known by Coach or someone supervised by Coach and not reported by Coach as required by this Agreement or to the Department of Athletics Compliance Office by the person supervised by Coach,and that results in any material form of disciplinary finding, material action against, or material sanction for the Coach or the Program by the University's athletics association (e.g. NCAA), athletics conference (e.g. ACC), University, or other regulatory body that exceeds an institutional letter of admonishment or reprimand. For violations of NCAA rules, such material disciplinary finding, action, or sanction must be a Level I or Level II violation, or repeat (3 or more) Level III violations that result in sanctions such as probation, forfeiture of athletic contests, loss of scholarships, or prohibition against conference, championship, or telecast appearances). With respect to actions taken by someone supervised by Coach or actions taken at the direction of someone supervised by Coach, Coach shall not be subject to termination for cause if Coach promoted an atmosphere of compliance and reasonably monitored the conduct of the individual supervised by Coach consistent with NCAA rules.
- (d) Coach's final conviction of (i) any felony or (ii) any criminal act that involves fraud or moral turpitude;
- (e) Coach's material failure to promote the fair and responsible treatment of athletes with regard to their health, welfare, safety and discipline;
- (f) Coach's prolonged absence from duty without the consent of the Director of Athletics;

- (g) Coach's material breach of this Agreement, which is not cured within fifteen (15) days of written notice to Coach by the University; or
- (h) Any of those causes applicable to EHRA non-faculty employees specified in University policies and/or the UNC Code, as adopted and revised from time to time.

In the event of a termination of Coach for "Cause," the University's sole obligation to Coach shall be payment of Coach's compensation earned from the University through the date of such termination, including earned but unpaid (i) Base Salary; (ii) Bonuses; (iii) Supplemental Income, and any eligible leave payout as afforded under University policies.

12. Termination by University Without Cause

- (a) This Agreement may be terminated unilaterally by the Chancellor or the Athletics Director at any time upon written notice to Coach, in the absence of Cause (as "Cause" is defined in Section 11 of this Agreement).
- (b) In the event this Agreement is terminated pursuant to Section 12(a) prior to December 31, 2027, and following Coach's execution of the general release referenced below, the University shall pay Coach as set forth below an amount equal to the sum total of any remaining unpaid Base Salary and earned but unpaid bonuses (as set forth in Section 4) and Supplemental Income (as set forth in Section 5) through December 31, 2027 only. If such termination occurs, in no event shall the University pay Coach any remaining unpaid Base Salary or Supplemental Income associated with any Contract Year or portion of a Contract Year after December 31, 2027, regardless of the date this Agreement is terminated pursuant to Section 12(a). Prior to receiving any such termination payment, Coach will execute (and not revoke) the general release of all claims against the University and its agents, officials, and employees (attached to this Agreement as Exhibit A), within thirty (30) days following the date of termination as a condition to receiving any termination payments pursuant to this Section 12.
- (c) Payment of the amount determined pursuant to Section 12(b) shall occur during the time period remaining under this Agreement had it not been terminated pursuant to Section 12(a) as follows: (i) within sixty (60) days following Coach's execution and delivery of the general release described in Section 12(b), payment shall be made of amounts due with respect to the remainder of the Contract Year in which termination occurred; and (ii) payments due with respect to each subsequent Contract Year shall be made monthly on the last business day of the calendar month until all amounts due have been paid in full; provided, however, that if the University concludes that Internal Revenue Code Section 457(f) would otherwise accelerate

taxation of payments made pursuant to this Section 12 to the termination date, then the University shall pay by December 31 of the calendar year following the calendar year in which the termination is effective any amount which would have otherwise been paid after such December 31. Except as specifically provided above in this Section 12, the University shall not be liable to Coach for compensation, for benefits with respect to periods after the date of termination, or for any collateral business opportunities or other benefits or activities entered into pursuant to this Agreement that may be related to Coach's position as Head Coach of the Program.

- (d) Termination of this Agreement upon the death or disability of Coach as provided in Section 10 of this Agreement shall not give rise to a right to payment pursuant to this Section 12.

13. Termination by Coach

- (a) Coach acknowledges and agrees that Coach's promise to work for the University as Head Coach of the Program for the entire Term is essential to the University. Coach also recognizes that the University is making a highly valuable investment in Coach's continued employment by entering into this Agreement, that its investment would be lost or diminished, and the University could incur damages beyond its lost investment, were Coach to resign or otherwise terminate Coach's employment as Head Coach of the Program prior to the expiration of this Agreement. The parties further agree that Coach has special, exceptional, and unique knowledge and ability as a coach in Coach's sport that, in addition to the University's need for continuity in the Program and Coach's continuing acquisition of coaching experience at the University, renders Coach's services unique. Coach nevertheless may terminate this Agreement for any reason upon written notice to the University and payment of liquidated damages as set forth in this Section. In the event Coach terminates this Agreement pursuant to this Section 13, the University's sole obligation will be to pay Coach any earned (as of the date Coach provides written notice of termination) but unpaid (i) Base Salary; (ii) Bonuses; and (iii) Supplemental Income.
- (b) In the event Coach terminates this Agreement prior to June 1, 2025, Coach shall pay the University liquidated damages of Ten Million Dollars (\$10,000,000). In the event Coach terminates this Agreement on or after June 1, 2025, Coach shall pay the University liquidated damages of One Million Dollars (\$1,000,000). Coach shall pay the liquidated damages amount within 180 days of Coach's termination.
- (c) The parties agree that it is difficult or impossible to determine with certainty the damages that may result from termination of this Agreement by Coach as

described in this Section 13, and that the liquidated damages provisions of this Section are not to be construed as a penalty but instead as an attempt by the parties to establish adequate and reasonable compensation to the University in the event Coach terminates the Agreement. The parties have bargained for and agreed to this liquidated damages provision, giving consideration to the following: (i) this is an Agreement for personal services; and (ii) the parties recognize that a termination of this Agreement by Coach prior to its natural expiration could cause University to incur administrative, recruiting, resettlement, and other costs to obtain a replacement coach in addition to potentially increased compensation and staffing costs and loss of ticket, broadcast, and other revenue, and fan and donor support, which damages are difficult to determine with certainty. Therefore, the parties have agreed upon this liquidated damages provision and further agree that the liquidated damages provided for herein are reasonable in amount and not a penalty.

- (d) Termination of this Agreement upon the death or disability of Coach as provided in Section 10 of this Agreement shall not give rise to a right to liquidated damages pursuant to this Section 13.
- (e) Coach shall be required to notify the Athletics Director prior to Coach's or Coach's representative's engaging in material discussions about prospective employment with professional sports franchises or other educational institutions, including discussions related to offers of administrative opportunities. Failure to provide the requisite notice prior to engaging in any such discussions shall constitute a material breach of this Agreement.

14. Termination by Agreement of Both Parties

This Agreement may be terminated at any time upon mutual written agreement of the parties.

15. Termination Consequences

The financial consequences of termination of this Agreement are set forth exclusively in this Agreement and applicable policies. With the sole exception of payments required by this Agreement, in any instance of termination neither Coach nor the University shall be entitled to receive, and each hereby waives any claim against the other and their respective officers, directors, agents, employees, successors, and personal representatives, for consequential damages for any alleged economic loss, including without limitation loss of collateral income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of appearance, camp, or fees or compensation related to any other activity, or expectation income, or damages allegedly sustained by reason of alleged defamation or embarrassment resulting from the fact of termination, the

public announcement thereof, or the release by the University of information or documents required by law. Coach acknowledges that in the event of termination of this Agreement, Coach shall have no right to occupy the position of Head Coach, and that Coach's sole remedies are provided in this Agreement and shall not extend to expectation, reliance, or other damages, or injunctive or other relief not expressly identified in this Agreement.

16. Confidentiality and Related Provisions

- (a) 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. 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 and shall include, 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, league, conference, governing body, legal or regulatory proceedings; and any other information that should by its nature or context be recognized as proprietary and/or confidential. 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 any applicable law, regulation, Governing Body Requirement or accreditation standard; (v) to seek legal counsel; or (vi) to the extent such Confidential Information shall have become public other than by Coach's unauthorized use or disclosure. In no event shall Coach use or disclose Confidential Information if such use or disclosure could reasonably be expected to expose the University to competitive disadvantage or legal liability, or could otherwise harm the University.

- (b) Return of Documents and Property. 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 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 University's sole property. 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 or as soon thereafter as possible, all such property furnished by the University or prepared, maintained, or acquired by Coach in the course of Coach's employment by the University including, without limitation, computer equipment, keys, documents, computer tapes and disks, records, lists, data, drawings, prints, notes and all other written information, in any form or media and including all copies. Coach may retain copies of his professional material (including, without limitation, calendars, practice outlines, training protocols, program manuals, staff manuals, etc.) so long as such material does not contain Confidential Information.

- (c) Public Record. Coach acknowledges that this Agreement is a public record subject to disclosure under North Carolina's Public Records Law.
- (d) 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 often 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 injunctive relief and obtain a temporary order 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.
- (e) Reasonableness. Coach agrees that the restrictions set forth in this Section 16 are reasonable and necessary to adequately protect the University's interests and agrees not to challenge the reasonableness of any such restriction in any proceeding to enforce it.

17. Additional Provisions

- (a) Athletics Eligibility. The parties recognize that an athlete may be declared ineligible for competition for academic reasons, as a disciplinary sanction under the University's policies (including the Student-Athlete Code of Conduct), or because the University believes that he is not eligible according to the rules for athletic competition specified by the University's athletics association or athletics conference. This decision may be made by Coach, the Director of Athletics, or the Chancellor (or the Chancellor's designee). In

no event shall such an action taken by the University be considered a breach of this agreement.

- (b) Assignment; Successors. This Agreement, in accordance with its terms and conditions, shall inure to the benefit of and be binding upon University, its successors and assigns, and Coach, Coach's heirs, executors, administrators, and legal representatives.
- (c) Taxes. Coach acknowledges that, in addition to the Base Salary and other income provided for in this Agreement, certain benefits Coach receives incident to Coach's employment relationship with the University may give rise to taxable income. Coach agrees to be responsible for the payment of any taxes (including federal, state, and local taxes) due on Coach's income. Coach also understands and agrees that the University will report income and withhold taxes on amounts paid or due to Coach and on the value of benefits provided to Coach to the extent required by the University's understanding of applicable law and regulation. Coach shall comply with all applicable reporting and record-keeping requirements regarding compensation, benefits, and reimbursed expenses.
- (d) Severability. If 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 this Agreement that are unenforceable or that violate such law or public policy shall be stricken. All 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, the parties intend that 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.
- (e) Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and in case of the University if sent to the Athletics Director's and Chancellor's University-provided email addresses or the offices of the Athletics Director and Chancellor by registered or certified mail; and in case of Coach sent to Coach's University-provided email address or to Coach's residence by registered or certified mail, with a copy provided to:

Neil M. Cornrich
NC Sports, LLC
2000 Auburn Drive, Suite 315
Beachwood, Ohio 44122
(216) 514-9999 Office
(216) 514-8500 Fax

neil@ncsports.us

- (f) Venue and Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. The exclusive venue in any judicial action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in the State of North 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 to personal jurisdiction and venue in such courts.
- (g) Equal Participants. Each party hereto shall be viewed as an equal participant, and each party agrees that there shall be no presumption against the drafting party.
- (h) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, 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.
- (i) Entire Agreement. Effective upon signature by both parties, this Agreement cancels all prior agreements between the parties and contains the entire agreement of the parties. It may not be changed orally. This Agreement and any amendments thereto shall be effective only if signed by both parties and approved, as required, pursuant to the policies of the Board of Governors of The University of North Carolina and other Governing Requirements. Coach acknowledges and agrees that neither the University nor anyone acting on its behalf has made, and is not making, and in executing this Agreement, the Coach has not relied upon, any representations, promises, or inducements except to the extent expressly set forth in this Agreement. In the event of any conflict between the terms of this Agreement and any University policy, procedure, rule or regulation, the terms of this Agreement shall control.
- (j) Survival of Provisions. The obligations contained in Sections 4, 5(c)(iv), 9(d), 9(e), 10, 11, 12, 13, 15, 16, 17, and 18 shall, to the extent provided therein, survive the termination or expiration of this Agreement and, as applicable,

shall be fully enforceable thereafter in accordance with the terms of this Agreement.

18. Coach's Representation

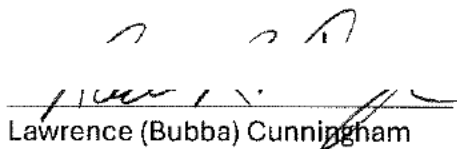
Coach affirms and represents that Coach is under no obligations to any current or former employer or other third party, or pursuant to any applicable statute or regulation, which are in any way inconsistent with, which impose any restriction upon, or which require any payment by or on behalf of Coach in view of, Coach's employment by the University or Coach's undertakings under this Agreement, or that prevent Coach from complying with any other agreement that the University has with a third party.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FOR AND ON BEHALF OF
THE UNIVERSITY OF NORTH
CAROLINA AT CHAPEL HILL

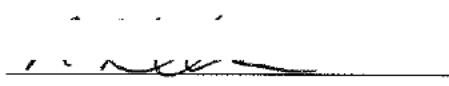
COACH


Lawrence (Bubba) Cunningham
Athletics Director

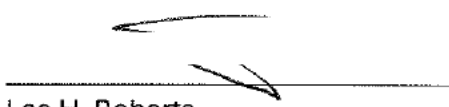
Bill Belichick

1/23/25
Date

Date



Nathan Knuffman
Vice Chancellor for Finance and Operations

1/23/25
Date


Lee H. Roberts
Chancellor

23 JAN 25
Date

Approved by the Board of Trustees:


Christopher McClure
Assistant Secretary

1/23/25
Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FOR AND ON BEHALF OF COACH

THE UNIVERSITY OF NORTH

CAROLINA AT CHAPEL HILL

Lawrence (Bubba) Cunningham Bill Belichick

Athletics Director

[Redacted Signature] 1/22/25

Date

Nathan Knuffman

Vice Chancellor for Finance and Operations

Date

Lee H. Roberts

Chancellor

Date

Approved by the board of trustees

CHANCELLOR

EXHIBIT A

This Release (the "Release") is executed by Bill Belichick ("Coach") in exchange for Coach's receipt of the post-termination payments set forth in the contract (the "Agreement") between Coach and the University of North Carolina at Chapel Hill ("the University").

WHEREAS, pursuant to the Agreement, Coach was employed by the University, and Coach's employment relationship with the University has ended;

NOW, THEREFORE, Coach hereby knowingly and voluntarily acknowledges and agrees as follows:

1. General Release

- a. Coach hereby irrevocably and unconditionally releases, acquits, and forever discharges the State of North Carolina, The University of North Carolina, UNC-CH, the Board of Governors of The University of North Carolina, the Board of Trustees of UNC-CH and all current and former UNC-CH trustees, current and former members of the University of North Carolina Board of Governors, and current and former officers, administrators, agents, and employees of each of these entities or Boards (in both their official and individual capacities) and all successors of the above-named entities and individuals (collectively, the "Released Parties") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including but not limited to any local, state, or federal common law, contract, constitution, or statutory claims for back pay, front pay, wages, compensatory damages, punitive damages, benefits, severance, vacation pay, sick pay, bonus, or any other form of compensation, damages, or other relief from the Releasees which Coach ever had, now has, or may have for all events and occurrences until the date of full execution of this Agreement (the "Claims").
- b. Coach understands and agrees that the Claims released include, but are not limited to: (i) any and all Claims based on any law, statute, or constitution or based on contract or in tort or based on common law; (ii) any and all Claims based on or arising under any civil rights laws, labor laws, employment laws or any statute or regulation having applicability to conduct in the workplace, including but not limited to the North Carolina Equal Employment Practices Act, the civil rights laws of any other state or jurisdiction, Title VII of the Civil Rights Act of 1964, the Lilly Ledbetter Fair Pay Act of 2009, the Equal Pay Act

of 1963, the Americans with Disabilities Act of 1990 ("ADA"), the Genetic Information Nondiscrimination Act ("GINA"), the Civil Rights Act of 1991, the Worker Adjustment and Retraining Notification Act ("WARN") and the False Claims Act; (iii) any and all Claims regarding leaves of absence, including but not limited to, any Claims under the Family and Medical Leave Act ("FMLA"); (iv) any and all claims arising under the Fair Credit Reporting Act ("FCRA"); (v) any and all claims under 42 U.S.C. section 1395y(b)(3)(A); (vi) any and all Claims for wages, benefits, severance, bonuses, commissions, reimbursement of expenses or other compensation of any kind; (vii) any and all Claims under any grievance or complaint procedure of any kind; (viii) any and all Claims based on or arising out of or related to Coach's employment or performance of any services in any capacity for, or any business transaction with, any or all of the Released Parties in this instance; (ix) any and all Claims for a personal recovery by Coach in connection with, or arising from, any lawsuit or proceeding brought by any person or entity, public or private, other than Coach (including, but not limited to, Claims brought by or on behalf of the federal or state government, any administrative agency, department or commission); and (x) any and all Claims for Coach's attorney's fees, costs, or expenses. Notwithstanding the foregoing, Coach does not release any claim for post-termination payments specified in the Agreement; rights or claims under the ADEA that may arise after the date on which he signs this Release; claims for accrued medical, retirement, or vacation benefits earned while employed by the University; or claims that, by law, cannot be released.

- b. Coach also hereby knowingly and voluntarily releases and forever discharges Releasees, collectively, separately, and severally, from any and all claims, causes of action, and liabilities arising under the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), which he may have or claim to have against Releasees. Notwithstanding any other provision or paragraph of this Release, Coach does not hereby waive any rights or claims under the ADEA that may arise after the date on which he signs this Release.
 - i. Coach acknowledges and represents that he has been given a reasonable period of at least twenty-one (21) days to consider the terms of this Release; that by this Release the University has advised Coach in writing to consult with an attorney prior to executing this Release; and that he has received valuable and good consideration in exchange for his execution of this Release.
 - ii. Coach will have a period of seven (7) days after the date on which he signs this Release in which to revoke his release of ADEA claims. In order for any revocation of ADEA claims to be effective, such

revocation must be communicated to the University in writing and received by the University within the seven (7) day revocation period.

2. Return of Property

Coach covenants and agrees that Coach has returned or will return all University property, including but not limited to vehicles, credit cards, computers, phones, or other property that Coach may have in Coach's possession or control.

3. No Assignment of Claims

Coach represents and warrants that as of the date Coach signs this Release, Coach has not assigned or transferred, or purported to assign or transfer, to any person or entity any claim or matter herein released. Coach hereby agrees to indemnify and hold harmless the Releasees from and against any liability or loss based on, arising out of or connected with any such assignment or transfer.

4. Understanding

Coach covenants and agrees that Coach has read and fully understands the contents and the effect of this Release. Coach warrants and agrees that Coach has had a reasonable opportunity to seek the advice of an attorney as to such content and effect. Coach accepts each and all of the terms, provisions, and conditions of this Release, and does so voluntarily and with full knowledge and understanding of the contents, nature, and effect of this Release.

COACH

Bill Belichick

Date:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FOR AND ON BEHALF OF COACH

THE UNIVERSITY OF NORTH

CAROLINA AT CHAPEL HILL

Lawrence (Bubba) Cunningham Bill Bellnick

Athletics Director

Date

 1/22/25

Nathan Knuffman

Vice-Chancellor for Finance and Operations

Date

Lee H. Roberts

Chancellor

Date

Approved by the Board of Trustees

Official's Signature