

AMENDMENT TO
AMENDED AND RESTATED EMPLOYMENT AGREEMENT – HEAD FOOTBALL COACH

This Amendment is made and entered into as of the 31st day of December, 2008, by and between The University of North Carolina at Chapel Hill (“University”) and Paul H. Davis, Jr. (“Coach”).

WHEREAS, the University and Coach Davis are parties to an Amended and Restated Employment Agreement effective as of January 1, 2008 (“the Agreement”); and

WHEREAS, the Agreement provides for payments that are or might be treated as deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”); and

WHEREAS, the parties wish to amend the Agreement to address certain potential issues under Section 409A;

NOW THEREFORE, in consideration of the mutual promises set forth herein and in the Agreement, the parties, intending to be legally bound, agree that the Agreement is hereby amended as follows, effective December 31, 2008:

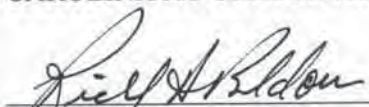
1. The last sentence of section III (“Compensation”), sub-section (b) shall be deleted in its entirety and in its place inserted the following sentence: “Any amount earned hereunder shall be paid within seventy-five (75) days following the ACC Conference Championship game.”

2. The last sentence of section III (“Compensation”), sub-section (c) shall be deleted in its entirety and in its place inserted the following sentence: “Any amount earned hereunder shall be paid within seventy-five (75) days following the bowl game.”

3. This Amendment is entered into solely to address potential issues under Section 409A and does not change the amount of compensation previously agreed to in the Agreement and, except as specifically agreed to in this Amendment, does not change any other term or obligation of the Agreement.

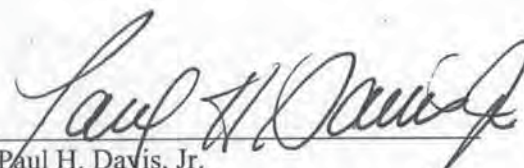
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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

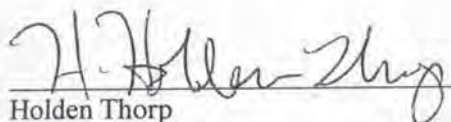


Richard A. Baddour
Director of Athletics

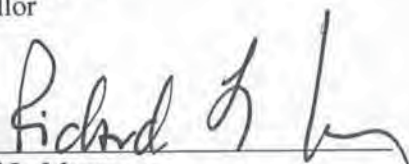
COACH



Paul H. Davis, Jr.



Holden Thorp
Chancellor



Richard L. Mann
Vice Chancellor for Finance and Administration

COUNTY OF ORANGE
STATE OF NORTH CAROLINA

AMENDED AND RESTATED EMPLOYMENT AGREEMENT
HEAD FOOTBALL COACH

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT, made and entered into effective as of the 1st day of January, 2008, is by and between The University of North Carolina at Chapel Hill ("UNIVERSITY") and Paul H. Davis, Jr. ("COACH").

WITNESSETH:

WHEREAS, the UNIVERSITY and COACH entered in an Employment Agreement effective as of November 27, 2006; and

WHEREAS, the UNIVERSITY and COACH desire to amend and restate that Employment Agreement in its entirety; and

WHEREAS, the parties acknowledge that, although this Agreement is sports-related, the primary mission of the UNIVERSITY is education, and, accordingly, the primary purpose of all of the UNIVERSITY's legal arrangements, including this Agreement, is the furtherance of the UNIVERSITY's educational mission;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this document, it is agreed as follows:

I. TERM OF EMPLOYMENT

UNIVERSITY agrees to employ COACH and COACH agrees to serve UNIVERSITY as its Head Football Coach for a term beginning November 27, 2006, and continuing until January 15, 2015. For purposes of this Agreement, a "contract year" shall be deemed to be each twelve-month period beginning on January 16 and ending on the succeeding January 15. The term of this Agreement shall be reviewed by the Chancellor and Athletic Director no later than January 16, 2010, but cannot be changed without mutual agreement of UNIVERSITY and COACH.

II. DUTIES

COACH is hereby employed by UNIVERSITY as Head Football Coach with all of the duties, responsibilities, obligations, and privileges normally associated with the position of Head Football Coach at a major university such as UNIVERSITY. These duties shall include:

- (a) directing and conducting the Football Program in keeping with the educational purpose of and the traditions, integrity, and ethics of the UNIVERSITY;
- (b) recruiting and retaining only academically qualified student-athletes and promoting and encouraging academic progress, in conjunction with the faculty and UNIVERSITY, of such student-athletes toward graduation in defined degree programs;
- (c) conducting himself and the Football Program in accordance with all applicable rules, regulations, and policies of and applicable to UNIVERSITY and in accordance with the Constitution, bylaws, legislation, and regulations of the ACC and of the National Collegiate Athletic Association, as such may be amended from time to time. COACH shall promptly advise the Athletic Director if COACH has reason to believe that violations have occurred or will occur and shall cooperate fully in any investigation of possible violations conducted or authorized by the UNIVERSITY, the ACC, or the NCAA at any time;
- (d) maintaining responsibility for the supervision and conduct of assistant coaches and staff and their football-related activities, including maintaining good faith compliance by such assistant coaches and staff with all applicable rules, regulations and policies of and applicable to UNIVERSITY and with the Constitution, bylaws, legislation, and regulations of the ACC and National Collegiate Athletic Association, as such may be amended from time to time. This responsibility shall include, without limitation, providing annual evaluations of such assistant coaches and staff;
- (e) under the direction of the Athletic Director, maintaining responsibility for the fiscal and budgetary functions associated with the Football Program; and
- (f) such other reasonable duties as may be assigned by the Athletic Director from time to time.

COACH agrees faithfully and diligently to use his best efforts to perform all the duties of the position of Head Football Coach and to devote such time, attention, and skill to the performance of these duties as necessary. During the term of this Agreement, COACH shall report to and be under the immediate supervision of UNIVERSITY's Athletic Director and shall regularly confer with the Athletic Director on matters concerning administrative and technical decisions. Without limiting the generality of the foregoing, COACH shall have the responsibility and authority, in consultation with the Athletic Director and consistent with all applicable

UNIVERSITY policies, as such may be amended from time to time, to employ and discharge all personnel assigned to the Football Program.

III. COMPENSATION

(a) The annual salary of COACH for the position of Head Football Coach shall be Three Hundred Fifteen Thousand Dollars (\$315,000), commencing January 1, 2008. This salary is based on a twelve-month employment period and shall be reviewed at least annually as of each July 1 during the term of this Agreement. The salary shall not (1) be changed without mutual agreement of UNIVERSITY and COACH, or (2) be reduced below the amount set forth in this Section III(a).

(b) In years in which the Football team is invited to participate in the ACC Conference Championship, COACH will receive additional compensation from UNIVERSITY in the form of a bonus for increased responsibilities in an amount equal to one-twelfth of his then-applicable annual salary, as determined pursuant to Section III(a). Any amount earned hereunder shall be paid within ninety (90) days following the ACC Conference Championship game.

(c) In years in which the Football team is invited to participate in a post-season bowl game other than an ACC first or second choice (non-BCS) bowl game or a BCS game, COACH will receive, in addition to any compensation due pursuant to Sections III (a) and (b) above, additional compensation from UNIVERSITY in the form of a bonus for increased responsibilities in an amount equal to one-twelfth of his then-applicable annual salary, as determined pursuant to Section III(a). If the Football team is invited to participate in a post-season ACC first or second choice (non-BCS) bowl game or a BCS bowl game, COACH will receive, in addition to any compensation due pursuant to Sections III (a) and (b) above, additional compensation from UNIVERSITY in the form of a bonus for increased responsibilities in an amount equal to two-twelfths of his then-applicable annual salary, as determined pursuant to Section III(a). Any amount earned hereunder shall be paid within ninety (90) days following the bowl game.

(d) With respect to academic years commencing on or after July 1, 2007 (entering football class of 2003), in which the Football team's adjusted graduation rate ("Graduation Rate") equals that of the undergraduate student body, COACH will receive additional compensation from UNIVERSITY in the form of a bonus in an amount equal to one-twelfth of his then-applicable annual salary, as determined pursuant to Section III(a). For purposes hereof, the term "Graduation Rate" shall be determined by the number of students recruited and enrolled in any given academic year who subsequently graduate within a six-year period, which figure is adjusted by eliminating from the equation those student-athletes who left the UNIVERSITY in good academic standing. That rate shall be compared with the six-year graduation rate of the student body, as reported by the UNIVERSITY. Any amount earned hereunder shall be paid within ninety (90) days following the UNIVERSITY's May graduation exercises.

IV. BENEFITS

The position of Head Football Coach is classified as an EPA Non-Faculty position at UNIVERSITY. As an EPA Non-Faculty Employee, COACH shall be entitled to receive all employee-related benefits which are normally available to other twelve-month EPA Non-Faculty Employees. COACH's employment is subject to the Employment Policies for EPA Non-Faculty Employees of The University of North Carolina at Chapel Hill, as adopted by the Board of Trustees and as revised from time to time (the "Policies"). A copy of the current Policies is attached hereto and incorporated herein by reference. COACH acknowledges that benefits or classifications provided by UNIVERSITY are subject to change from time to time by the North Carolina Legislature or UNIVERSITY.

In addition to the benefits generally accorded an EPA Non-Faculty Employee, so long as COACH continues to serve as UNIVERSITY's Head Football Coach, UNIVERSITY shall provide to COACH the following additional benefits:

- (a) COACH shall be entitled to operate a summer football camp in accordance with the policies of UNIVERSITY concerning the operation of such camps, as discussed in more detail in Section VI below.
- (b) COACH shall be entitled to advise and comment on all proposed scheduling of UNIVERSITY football games during the term of this Agreement.

V. EXPENSES

While COACH holds the position of Head Football Coach, COACH will receive an annual expense allowance from the Department of Athletics of \$30,000 per year, commencing January 1, 2008, to be used for entertainment and other appropriate purposes to advance UNIVERSITY'S Football Program. All appropriate State and Federal taxes will be withheld from this allowance. This allowance may be adjusted for inflationary and other reasons during the term of this Agreement. This will be at the discretion of the Athletic Director, but will at no time be less than \$30,000 per contract year. Use of these funds shall always be within NCAA and ACC regulations, but COACH shall not be required to report specific expenditures to the UNIVERSITY.

VI. OUTSIDE COMPENSATION

(a) Subject to compliance with the Policy on External Professional Activities for Pay of The University of North Carolina Board of Governors, NCAA and ACC Regulations, and subject to all other relevant policies applicable to or of the UNIVERSITY and laws concerning conflicts of interest, and with the prior approval from the Athletic Director and Chancellor as provided in said policies, COACH may earn other revenue while employed by UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims by COACH or against COACH arising therefrom. Activities permitted under this Section VI shall include engaging in any radio, television, motion picture, writing, or any similar activity, personal appearances, commercial endorsements, and

football camps, except as noted below. With respect to any such independent 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, make use of UNIVERSITY's name, logos, or symbols.

(b) With respect to the operation of football camps or other activities using UNIVERSITY's name, such activity shall be only with the prior approval of the Athletic Director and Chancellor, and shall be conducted in accordance with all applicable NCAA and ACC policies and policies of or applicable to UNIVERSITY, including those requiring the payment of fees for use, if any, of UNIVERSITY facilities.

(c) As required by NCAA Regulations, COACH shall report annually as of July 1 to the Chancellor through the Athletic Director all athletically related income from sources outside the UNIVERSITY, including but not limited to, income from annuities, sports camps, endorsements, television and radio programs, and all other athletically-related income from whatever outside source. UNIVERSITY shall have reasonable access to all records of COACH to verify this report.

VII. UNIVERSITY 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 COACH by UNIVERSITY or developed by COACH on behalf of UNIVERSITY or at UNIVERSITY's direction or for UNIVERSITY's use or otherwise in connection with COACH's employment hereunder are and shall remain the sole property of UNIVERSITY. If UNIVERSITY requests the return of such materials at any time during, or at, or after the termination of COACH's employment, COACH shall immediately deliver same to UNIVERSITY.

VIII. PROGRAM SUPPORT

(a) COACH agrees to attend a specified number of Educational Foundation Chapter meetings per year to promote UNIVERSITY's Football Program, the number to be reasonably determined on an annual basis by the Athletic Director.

(b) COACH agrees to maintain and cultivate effective relations with students, faculty, staff and friends of the UNIVERSITY.

(c) COACH agrees that UNIVERSITY shall have the right to use the name, likeness and image of COACH in promoting and developing the Football Program, provided that any such use shall not be in poor taste or reflect negatively upon COACH.

IX. TERMINATION BY UNIVERSITY FOR CAUSE

This Agreement may be terminated by UNIVERSITY for Cause at any time upon written notice to COACH. For purposes hereof, "Cause" shall mean the following:

- (a) material failure to perform any of the duties specified in Section II;
- (b) a violation by COACH, or knowing participation by COACH in a violation, or a violation by the assistant coaches under COACH's supervision of which COACH had reason to know, should have known through the exercise of reasonable diligence in the exercise of his duties under this Agreement, or which COACH condoned, of a major NCAA regulation or bylaw, or of a major ACC regulation or bylaw, or of a policy of or applicable to UNIVERSITY. For purposes of this Section IX(b), whether or not a violation has occurred shall be reasonably determined in the sole discretion of UNIVERSITY after its review of the relevant facts and circumstances;
- (c) a violation by Football Program staff members (other than assistant coaches) or by student-athletes under COACH's supervision, of which COACH had reason to know or which COACH condoned, of a major NCAA regulation or bylaw, or of a major ACC regulation or bylaw, or of a policy of or applicable to UNIVERSITY. For purposes of this Section IX(c), whether or not a violation has occurred shall be reasonably determined in the sole discretion of UNIVERSITY after its review of the relevant facts and circumstances;
- (d) conviction by COACH of any felony or any crime that involves dishonesty, or behavior by COACH that displays a continual or serious disrespect for the integrity and ethics of the UNIVERSITY;
- (e) any other material breach by COACH of the terms of this Agreement; or
- (f) any of those causes specified in Section III.B.4. of the UNIVERSITY's Employment Policies for EPA Non-Faculty Employees, attached hereto and incorporated herein by reference, as such Employment Policies may be amended from time to time.

In the event of a termination under this Section IX for "Cause," UNIVERSITY's sole obligation to COACH shall be payment of his compensation as set forth in Section III of this Agreement earned through the date of such termination. The UNIVERSITY shall not be liable to COACH for any collateral business opportunities, outside activities, or other non-UNIVERSITY matters that may be related to or associated with COACH's position as Head Football Coach.

Any process to terminate COACH for Cause shall be conducted in compliance with all relevant UNIVERSITY policies.

X. AUTOMATIC TERMINATION UPON DEATH OR DISABILITY
OF COACH

(a) This Agreement shall terminate immediately and automatically without notice in the event that COACH dies. 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 his 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 his duties shall be made in the sole judgment of the Chancellor and Athletic Director; provided, however, that the Chancellor and Athletic 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 his legal representative(s) and the Athletic Director of UNIVERSITY. If COACH or his legal representative(s), as the case may be, and the Athletic 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.

(b) If this Agreement is terminated pursuant to Section X(a) above because of death, the COACH's salary and all other benefits shall terminate as of the end of the calendar month in which death occurs, except that the COACH's personal representative(s) or other designated beneficiary shall be paid amounts then accrued in the deferred compensation or similar type of retention arrangement provided for in Section XIV, plus all death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by the UNIVERSITY and due the COACH as an EPA Non-Faculty Employee under the UNIVERSITY Policies.

(c) In the event that COACH becomes and remains unable, in the sole judgment of the Chancellor and Athletic Director, to perform the essential functions of his employment hereunder for a period of ninety (90) consecutive days or ninety (90) days in any one hundred fifty (150) day period because of medical illness or incapacity and the UNIVERSITY thereupon affords notice of termination under Section X(a) above, except for (i) payment of amounts due COACH accrued hereunder prior to the date of termination, (ii) payment of amounts then accrued in the deferred compensation or similar type of retention arrangement provided for in Section XIV, and (iii) payment of any disability benefits to which COACH may be entitled pursuant to any disability program in which COACH is enrolled through UNIVERSITY, the UNIVERSITY shall have no further liability to COACH pursuant to this Agreement. Specifically and without limitation, at the end of such ninety (90) or hundred fifty (150) day period, as applicable, all salary and other benefits shall terminate, except that COACH shall be entitled to receive payment of amounts then accrued in the deferred compensation or similar type of retention arrangement provided for in Section XIV and any disability benefits to which he is entitled under any disability program in which he is enrolled through the UNIVERSITY.

(d) 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.

(e) The termination of this Agreement under Section X(a), above, shall not constitute a breach of this Agreement, and, except for the payments required by this Section X, if any,

COACH hereby, to the fullest extent allowable by law, waives and relinquishes all rights to payment of compensation, damages, or other relief on account of such termination.

XI. TERMINATION BY UNIVERSITY WITHOUT CAUSE:
LIQUIDATED DAMAGES

(a) Following consultation with the Athletic Director, this Agreement may be terminated unilaterally by the Chancellor at any time upon written notice to COACH, in the absence of Cause (as "Cause" is defined in Section IX of this Agreement).

(b) In the event this Agreement is terminated pursuant to Section XI(a) above, UNIVERSITY shall pay COACH liquidated damages in lieu of any and all other legal remedies or equitable relief in an amount equal to:

(1) the sum of (x) \$275,000.00 plus COACH's then current annual salary (as determined pursuant to Section III(a) of this Agreement), multiplied by (y) the number of full and partial contract years remaining under this Agreement, plus

(2) Any amounts then accrued in the deferred compensation or similar type of retention arrangement provided for in Section XIV, plus

(3) Any supplemental compensation payments due COACH pursuant to Section XV of this Agreement with respect to the remainder of the then current contract year;

provided, however, that the liquidated damages payable pursuant to this Section XI(b) shall be subject to offset, as set forth in Section XI(c) below.

(c) Payment of the amount determined pursuant to Section XI(b)(1) shall occur over the remaining term of the Agreement as follows: (1) on the effective date of termination without Cause, payment shall be made of amounts due with respect to the remainder of that contract year; and (2) payments due hereunder with respect to each subsequent contract year shall be made on the last day (January 15) of such subsequent contract year, until all amounts due have been paid in full. Payment of the amount described in Section XI(b)(2) shall be made as provided for in Section XIV. Payment of the amount described in Section XI(b)(3) shall be made when due under Section XV. COACH acknowledges and agrees that the amount of liquidated damages due pursuant to this Section XI shall be reduced by any compensation received by COACH during the time period remaining under this Agreement for services provided by COACH in a coaching position for any college or professional football program. COACH shall account to UNIVERSITY for any such compensation by providing a statement in writing ten (10) business days prior to each scheduled payment date setting forth the amount of such compensation earned by COACH (x) during the preceding contract year, and (y) in total since the effective date of termination. Amounts for services shall be deemed "earned" at the time the services are provided, regardless of when actual payment for such services is received. Except as specifically provided above in this Section XI, the UNIVERSITY in such case shall not be liable to COACH for compensation (including supplemental compensation provided for in Section XV), for benefits with respect to periods after the effective date of termination, or for any collateral

business opportunities or other benefits or activities entered into pursuant to Section VI of this Agreement which may be related to his position as Head Football Coach.

(d) The parties have bargained for and agreed to this liquidated damages provision, giving consideration to the following: (1) this is an Agreement for personal services; and (2) the parties recognize that a termination of this Agreement by UNIVERSITY prior to its natural expiration could cause COACH to lose benefits, compensation, and/or outside compensation relating to his employment at UNIVERSITY, 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.

(e) Termination of this Agreement upon the death or disability of COACH, as provided in Section X of this Agreement, shall not give rise to a right to liquidated damages pursuant to this Section XI.

XII. TERMINATION BY COACH WITHOUT CAUSE LIQUIDATED DAMAGES

(a) COACH recognizes that his promise to work for UNIVERSITY for the entire term of this Agreement is an essential consideration in UNIVERSITY's decision to employ him as Head Football Coach. COACH also recognizes that the UNIVERSITY is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment as Head Football Coach with UNIVERSITY prior to the expiration of this Agreement. That said, COACH may terminate this Agreement for any reason upon written notice to UNIVERSITY.

(b) In the event that Coach (i) terminates his employment with the UNIVERSITY without cause prior to the end of the 2010 season, including any post-season games to which the Football team may be invited, and (ii) accepts a coaching position with another Division I football program or professional football program prior to January 15, 2014, then COACH shall pay UNIVERSITY liquidated damages in lieu of any and all other legal remedies or equitable relief in an amount equal to \$2,000,000.00.

(c) In the event that Coach (i) terminates his employment with the UNIVERSITY without cause after the end of the 2010 season but prior to the end of the 2011 season, including any post-season games to which the Football team may be invited, and (ii) accepts a coaching position with another Division I football program or professional football program prior to January 15, 2014, then COACH shall pay UNIVERSITY liquidated damages in lieu of any and all other legal remedies or equitable relief in an amount equal to \$1,500,000.00.

(d) In the event that Coach (i) terminates his employment with the UNIVERSITY without cause after the end of the 2011 season but prior to the end of the 2012 season, including any post-season games to which the Football team may be invited, and (ii) accepts a coaching position with another Division I football program or professional football program prior to January 15, 2014, then COACH shall pay UNIVERSITY liquidated damages in lieu of any and all other legal remedies or equitable relief in an amount equal to \$1,000,000.00.

(e) In the event that Coach (i) terminates his employment with the UNIVERSITY without cause after the end of the 2012 season but prior to the end of the 2013 season, including any post-season games to which the Football team may be invited, and (ii) accepts a coaching position with another Division I football program or professional football program prior to January 15, 2014, then COACH shall pay UNIVERSITY liquidated damages in lieu of any and all other legal remedies or equitable relief in an amount equal to \$700,000.00.

(f) Payment of the total amount determined pursuant to Section XII(b), (c), (d), or (e) shall be made by COACH in a lump sum within ninety (90) days after the effective date of COACH's termination of the Agreement or his acceptance of employment with a Division I or professional football program, whichever is later.

(g) The parties have bargained for and agreed to the liquidated damages provisions set forth in this Section XII, giving consideration to the following: The parties acknowledge that the UNIVERSITY will incur administrative, recruiting, resettlement and other costs in obtaining a replacement coach in addition to potentially increased compensation costs and loss of ticket, broadcast or other revenues 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.

(h) COACH shall have the right to terminate this Agreement for cause without the necessity of his payment of the amounts contemplated in Section XII(b), (c), (d), or (e) above if there is a failure by the UNIVERSITY to pay or to provide for the payment on a timely basis of the amounts due under Section III, XIV, or XV of this Agreement, and the UNIVERSITY fails to cure such breach within ten (10) business days of the COACH's providing written notice to the Athletic Director and Chancellor.

(i) The parties agree that COACH shall be required to notify the Athletic Director and Chancellor prior to engaging in discussions with other institutions through their representatives or agents, including discussions related to offers of administrative opportunities at other educational institutions.

XIII. TERMINATION BY AGREEMENT OF BOTH PARTIES

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

XIV. RETENTION BONUS

(a) Commencing June 30, 2008, and continuing each June 30 thereafter, the UNIVERSITY will pay COACH a retention bonus of \$157,000 per year so long as COACH remains employed by UNIVERSITY on such June 30 date and has performed the essential functions of his job, including recruiting activities, through such date. If COACH has terminated this Agreement without cause pursuant to Section XII of this Agreement by such June 30 date or given notice to UNIVERSITY that he intends to terminate this Agreement, then COACH's right

to and interest in such retention bonus will be forfeited. If the Agreement is terminated pursuant to Section X as the result of COACH's death or disability or terminated by UNIVERSITY without cause pursuant to Section XI hereof, then, within ninety (90) days of such event, UNIVERSITY shall pay COACH a pro rata share of the \$157,000, based on (i) the number of months from the prior July 1 to the date of such death, disability, or termination, divided by (ii) 12.

XV. SUPPLEMENTAL COMPENSATION

(a) In order for UNIVERSITY to provide COACH with a compensation package competitive with that provided to head football coaches at UNIVERSITY's peer institutions, UNIVERSITY agrees to make supplemental compensation payments to COACH. The following supplemental compensation payments shall be made to COACH on each date indicated below, so long as this Agreement remains in full force and effect on such date; provided, however, that if this Agreement is terminated without cause by University pursuant to Section XI of this Agreement, COACH shall be paid all installments due through the end of the then current contract year:

September 15, 2007	\$750,000.00
December 15, 2007	\$250,000.00
March 15, 2008	\$287,500.00
June 15, 2008	\$287,500.00
September 15, 2008	\$287,500.00
December 15, 2008	\$287,500.00
March 15, 2009	\$300,000.00
June 15, 2009	\$300,000.00
September 15, 2009	\$300,000.00
December 15, 2009	\$300,000.00
March 15, 2010	\$312,500.00
June 15, 2010	\$312,500.00
September 15, 2010	\$312,500.00
December 15, 2010	\$312,500.00
March 15, 2011	\$325,000.00
June 15, 2011	\$325,000.00
September 15, 2011	\$325,000.00
December 15, 2011	\$325,000.00
March 15, 2012	\$337,500.00
June 15, 2012	\$337,500.00
September 15, 2012	\$337,500.00
December 15, 2012	\$337,500.00
March 15, 2013	\$350,000.00

June 15, 2013	\$350,000.00
September 15, 2013	\$350,000.00
December 15, 2013	\$350,000.00
March 15, 2014	\$362,500.00
June 15, 2014	\$362,500.00
September 15, 2014	\$362,500.00
December 15, 2014	\$362,500.00

(b) Should this Agreement be terminated pursuant to Sections IX, X, XII, or XIII, COACH shall not be entitled to any payments under this Section XV that become due and payable on or after the effective date of such termination.

(c) Commencing in January 2011, UNIVERSITY shall conduct a good faith review of COACH's total compensation, including his annual salary (as determined pursuant to Section III(a) of this Agreement) and his supplemental compensation (as determined pursuant to this Section XV). No change shall be made in Section III(a) or Section XV of this Agreement without mutual agreement of UNIVERSITY and COACH.

XVI. TAXES

COACH acknowledges that, in addition to the salary provided for in this Agreement, certain benefits he receives incident to his employment relationship with 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 such income. COACH also understands that UNIVERSITY will withhold taxes on amounts paid or due to COACH and the value of benefits provided to COACH, to the extent required by applicable law and regulation.

XVII. SEVERABILITY

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or unenforceability of any other provision hereof.

XVIII. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered or certified mail to his residence in the case of COACH, or to the Chancellor's Office in the case of UNIVERSITY.

XVIX. BENEFIT

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, his heirs, executors, administrators, and legal representatives.

XX. WAIVER

Waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

XXI. 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.

XXII. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements between the parties hereto and contains the entire agreement of the parties concerning the subject matter hereof. It may not be changed orally. This Agreement in its entirety and all of its terms and conditions shall be effective only if approved by the Board of Trustees of The University of North Carolina at Chapel Hill. This Agreement can be amended only by an Agreement in writing signed by both parties and approved by the Board of Trustees of The University of North Carolina at Chapel Hill.


XXIII. SITUS

This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

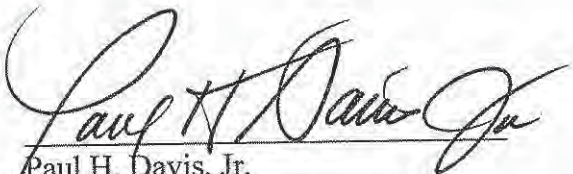
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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

COACH




Richard A. Baddour
Director of Athletics



Paul H. Davis, Jr.


1-9-08
Date

1-9-08
Date



James C. Moeser
Chancellor

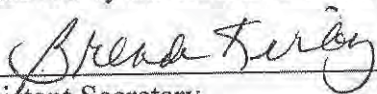
1-9-08
Date



Richard L. Mann
Vice Chancellor for Finance and Administration

1-9-08
Date

Approved by the Board of Trustees:



Assistant Secretary

1-9-08
Date



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

DEPARTMENT OF ATHLETICS

P.O. BOX 2126
SMITH CENTER
SKIPPER BOWLES DRIVE (DELIVERY)
CHAPEL HILL, NC 27515

T 919.962.6000
F 919.962.7490
www.tarheelblue.com

April 13, 2007

John Blake
Football Office
Kenan Football Center
Chapel Hill, NC 27514

RICHARD A. BADDOUR
Director of Athletics

Dear John:

I am pleased to inform you that your appointment to the position of Assistant Football Coach has been approved for the period of December 18, 2006 through June 30, 2009. Your initial annual salary will be \$190,000 based on a twelve-month employment period, and will be reviewed at least annually as of each July 1 during the term of your appointment. In addition to your annual salary, should the Football team participate in post-season play and should you coach in that game, you will receive a one-time bonus for increased responsibilities equal to one month (or two months for a BCS bowl game) of your then current annual salary. If you complete a season as assistant coach, but fail for any reason to participate in a post-season game or practice for the post-season game, so long as you are still a University employee, you will receive a one-time bonus equal to one-half month of your then current annual salary.

This is an appointment for a term of two (2) years, through June 30, 2009. Following expiration of this appointment, if you are offered reappointment, that appointment and all subsequent terms of appointment will be for durations of one year only. This appointment is subject to the University's Employment Policies for EPA Non-Faculty Employees, as such Policies may be revised from time to time. A copy of the Policies is enclosed. Pursuant to Section III of the Policies, you are entitled to twenty-four days of annual vacation leave per year. Annual leave is cumulative, but you may not carry forward more than thirty workdays from one calendar year to the next. On December 31 of each year, any vacation accrued in excess of thirty days will automatically be converted to sick leave. Sick leave is earned at the rate of one day per month or twelve days per year, with no limit on the amount that may accrue. You, of course, are also entitled to all University holidays. In addition, you are entitled to all customary University employee benefits. A benefits counselor is available to advise you on the various options. A summary of these benefits is enclosed for your information and convenience. Please note that the information contained in the summary is not a contract and is subject to change by the proper authorities.

Pursuant to University policy, your appointment is contingent upon a successful completion of your criminal background check and verification of your educational credentials.

This appointment is based in the Department of Athletics, which is responsible for initiating recommendations concerning any changes in your salary, subject to compensation policies adopted by UNC System Board of Governors and the University Board of Trustees. You shall have such duties, responsibilities, and obligations as are assigned to you from time to time by the Head Football Coach and/or the Director of Athletics. The University reserves the right to adjust your duties from time to time during the period of your employment.

Please be advised that you are required to abide by all applicable NCAA, ACC, and University rules. You are responsible at all times for being knowledgeable of, and assuring that you conduct yourself in compliance with, all applicable governing constitutions, by-laws, legislation, rules, policies, interpretations and regulations of the NCAA, the ACC, and the University. You must immediately advise the Department of Athletics' Compliance Office if you have reason to believe that violations have occurred or will occur, and you must cooperate fully in any investigation of possible violations conducted or authorized by the NCAA, the ACC, and/or the University at any time.

Should you accept employment with another institution or entity during the term of your appointment, your appointment will cease and your University employment will terminate on the earlier of the date that your employment with such other institution or entity is made public or the date such employment begins, and you will receive only that compensation due to you from the University through such termination date.

In addition, as provided in the University's Employment Policies for EPA Non-Faculty Employees, your appointment may be terminated at any time for "Cause." Cause is defined in Attachment I to this appointment letter.

Please be advised that, as required by NCAA regulations, you are required annually to receive prior written approval from the Chancellor for all athletically related income and benefits from sources outside the institution.

All materials including, without limitation, recruiting records, team information, films, and/or statistics furnished to you by the University or developed by you on behalf of the University or at the University's direction in connection with your employment by the University are and shall remain the sole property of the University. To the extent that the University Copyright Policy confers on you any ownership interest in such materials, by your signature below you irrevocably assign all your right, title and ownership in such materials to the University. If the University requests the return of such materials at any time during, at, or after the termination of your employment, you shall immediately return the same to the University, along with any other University property or property made available to you by the University that is then in your possession.

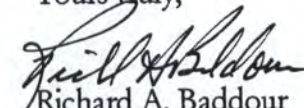
The Department's Mission Statement and its statement on Principles of Operation both clearly outline a commitment to academic success (copies attached). We all want academic and athletic success for our program, and I know that you will uphold the University's commitment to academic standards, requirements and policies, and promote an environment in which admissions, financial aid, academic services for student-athletes, and

recruiting can be conducted consistently with the University's mission and our departmental statements.

Please indicate your acceptance of the conditions of employment as described in this letter by signing and returning the enclosed copy of this letter to this office.

We are pleased that you are joining the Carolina athletics program.

Yours truly,


Richard A. Baddour
Director of Athletics

Enclosures

cc: Head Coach Butch Davis

Signed: John Blake

Date: 4-20-07

Attachment I to Appointment Letter for John Blake

This appointment may be terminated by the University for Cause at any time upon written notice to the Coach. For purposes hereof, "Cause" shall mean the following:

- (a) material failure to perform any of the duties specified in the appointment letter, as they may subsequently be amended in the discretion of the Department of Athletics;
- (b) a violation by the Coach, or knowing participation by the Coach in a violation, or a violation which the Coach condoned, of a major NCAA regulation or bylaw, or of a major ACC regulation or bylaw, or of a policy of or applicable to the University. For purposes of this Section, whether or not a violation has occurred shall be reasonably determined in the sole discretion of the University after its review of the relevant facts and circumstances;
- (c) conviction by the Coach of any felony or any crime that involves dishonesty, or behavior by COACH that displays a continual or serious disrespect for the integrity and ethics of the University;
- (d) any other material breach by COACH of the terms of this Agreement or of University policy; or
- (e) any of those causes specified in Section III.B.4. of the University's Employment Policies for EPA Non-Faculty Employees, attached hereto and incorporated herein by reference, as such Employment Policies may be amended 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 his compensation earned from the University through the date of such termination.

Any process to terminate Coach for Cause shall be conducted in compliance with all relevant University policies.

Signed: John Blake

Date: 4-20-07

File

UNIVERSITY OF NORTH CAROLINA

DEPARTMENT OF ATHLETICS

CONFIDENTIAL

Richard A. Baddour
Director of Athletics

Modified
February 17, 2005

Kenyon Browning
Assistant Football Coach
Kenan Football Center
Carolina Campus

Dear Kenny:

I am pleased to inform you that your appointment to the position of Assistant Football Coach has been extended through June 30, 2006. Your salary schedule will be as follows:

February 1, 2005 – June 30, 2005	\$124,000
July 1, 2005 – June, 30, 2006	\$125,000

Should you accept employment with another institution or entity, this appointment will cease on the date that employment begins. Your appointment is reviewed on an annual basis. In addition, should the Football team participate in post-season play, and should you coach in that game, you will receive a one-time bonus equivalent to one month of your salary. Your appointment is based in the Department of Athletics, which is responsible for initiating recommendations concerning any changes in your salary, subject to compensation policies adopted by The Board of Governors and The Board of Trustees. You are entitled to twenty-four (24) days of annual leave per year.

Your employment is subject to the Employment Policies for EPA Non-Faculty Employees of The University of North Carolina at Chapel Hill adopted by The Board of Trustees on February 13, 1981, and as they may be periodically revised. A copy of the Policies currently in effect is enclosed with this letter. This appointment may be terminated by The University for cause. Cause shall include: (a) full adjudication of a violation (by you or one in which you knowingly participated) of a major NCAA or ACC by-law or regulation; and (b) conviction of a criminal act that constitutes a felony by you. You are required to abide by all applicable NCAA and University rules.

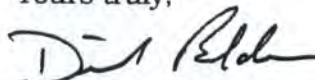
Please be advised that, as required by Section 11.2.2 of the NCAA regulations, you are required annually to receive prior written approval from the Chancellor for all athletically related income and benefits from sources outside the institution.

The Department has a Mission Statement and a statement on Principles of Operation that clearly outline a commitment to academic success (copies attached). All of us want that success for our program and I know that you will work to this end.

Please indicate your acceptance of the conditions of employment as described in this letter by signing and returning the enclosed copy of this letter to this office.

We are pleased to have you as part of the UNC athletic program, and look forward to many successful contributions with the Department of Athletics.

Yours truly,



Richard A. Baddour
Director of Athletics

Enclosure
cc: Coach John Bunting

Signed:

Date:



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

DEPARTMENT OF ATHLETICS

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CHAPEL HILL, NC 27515

T 919.962.6000
F 919.962.7490
www.tarheelblue.com

CONFIDENTIAL

RICHARD A. BADDOUR
Director of Athletics

September 17, 2008

W. Jeffrey Connors
Strength & Conditioning
CAROLINA CAMPUS

Dear Jeff:

This letter is to notify you that your appointment to the position of Head Coach and Assistant Athletic Director for Strength & Conditioning has been extended through June 30, 2009. Your recommended and approved salary for 2008-2009 will be \$136,257. This salary increase will be effective July 1, 2008 and will be reflected in the paycheck to be distributed on September 30, 2008. Please note that all other terms of your contract letter of appointment issued September 17, 2007 remain in effect until a revised letter is issued.

I would also like to take this opportunity to thank you for your contributions to the Department of Athletics, and appreciate having you as a colleague. With your good work, I look forward to another fine year for Carolina Athletics.

Sincerely,

Richard A. Baddour
Director of Athletics

✓Cc: Coach Butch Davis



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F 919.962.7490
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CONFIDENTIAL

September 17, 2007

W. Jeffrey Connors
Assistant Athletic Director for Strength & Conditioning
Kenan Football Center
Carolina Campus

RICHARD A. BADDOUR
Director of Athletics

Dear Jeff:

I am pleased to inform you that your appointment to the position of Assistant Athletic Director for Strength & Conditioning has been approved for the period of July 1, 2007 through June 30, 2008, at a salary of \$132,288 per year. Should you accept employment with another institution or entity, this appointment will cease on the date that employment begins. Your appointment is reviewed on an annual basis. In addition, should the Football team participate in post-season play, and should you fulfill your strength & conditioning duties during that game, you will receive a one-time bonus equivalent to one month of your salary. Your appointment is based in the Department of Athletics, which is responsible for initiating recommendations concerning any changes in your salary, subject to compensation policies adopted by The Board of Governors and The Board of Trustees. You are entitled to twenty-four (24) days of annual leave per year.

Your employment is subject to the Employment Policies for EPA Non-Faculty Employees of The University of North Carolina at Chapel Hill adopted by The Board of Trustees on February 13, 1981, and as they may be periodically revised. A copy of the Policies currently in effect is enclosed with this letter. This appointment may be terminated by The University for cause. Cause shall include: (a) full adjudication of a violation (by you or one in which you knowingly participated) of a major NCAA or ACC by-law or regulation; and (b) conviction of a criminal act that constitutes a felony by you. You are required to abide by all applicable NCAA and University rules.

Please be advised that, as required by Section 11.2.2 of the NCAA regulations, you are required annually to receive prior written approval from the Chancellor for all athletically related income and benefits from sources outside the institution.

The Department has a Mission Statement and a statement on Principles of Operation that clearly outline a commitment to academic success (copies attached). All of us want that success for our program and I know that you will work to this end.

Please indicate your acceptance of the conditions of employment as described in this letter by signing and returning the enclosed copy of this letter to this office.

We are pleased to have you as part of the UNC athletic program, and look forward to many successful contributions with the Department of Athletics.

Yours truly,

Richard A. Baddour
Director of Athletics

Enclosure
cc: Coach Butch Davis

Signed: _____ Date: _____



THE UNIVERSITY
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at CHAPEL HILL
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DEPARTMENT OF ATHLETICS

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T 919.962.6000
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www.tarheelblue.com

September 19, 2006

W. Jeffrey Connors
Assistant Athletic Director for Strength & Conditioning
Kenan Football Center
Carolina Campus

RICHARD A. BADDOUR
Director of Athletics

Dear Jeff:

I am pleased to inform you that your appointment to the position of Assistant Athletic Director for Strength & Conditioning has been approved for the period of July 1, 2006 through June 30, 2007, at a salary of \$127,200 per year. Should you accept employment with another institution or entity, this appointment will cease on the date that employment begins. Your appointment is reviewed on an annual basis. In addition, should the Football team participate in post-season play, and should you fulfill your strength & conditioning duties during that game, you will receive a one-time bonus equivalent to one month of your salary. Your appointment is based in the Department of Athletics, which is responsible for initiating recommendations concerning any changes in your salary, subject to compensation policies adopted by The Board of Governors and The Board of Trustees. You are entitled to twenty-four (24) days of annual leave per year.

Your employment is subject to the Employment Policies for EPA Non-Faculty Employees of The University of North Carolina at Chapel Hill adopted by The Board of Trustees on February 13, 1981, and as they may be periodically revised. A copy of the Policies currently in effect is enclosed with this letter. This appointment may be terminated by The University for cause. Cause shall include: (a) full adjudication of a violation (by you or one in which you knowingly participated) of a major NCAA or ACC by-law or regulation; and (b) conviction of a criminal act that constitutes a felony by you. You are required to abide by all applicable NCAA and University rules.

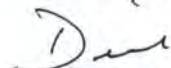
Please be advised that, as required by Section 11.2.2 of the NCAA regulations, you are required annually to receive prior written approval from the Chancellor for all athletically related income and benefits from sources outside the institution.

The Department has a Mission Statement and a statement on Principles of Operation that clearly outline a commitment to academic success (copies attached). All of us want that success for our program and I know that you will work to this end.

Please indicate your acceptance of the conditions of employment as described in this letter by signing and returning the enclosed copy of this letter to this office.

We are pleased to have you as part of the UNC athletic program, and look forward to many successful contributions with the Department of Athletics.

Yours truly,


Richard A. Baddour
Director of Athletics

Enclosure
cc: Coach John Bunting

Signed: W. Jeffrey Connors

Date: 10/1/06



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of NORTH CAROLINA
at CHAPEL HILL
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October 4, 2005

W. Jeffrey Connors
Assistant Athletic Director for Strength & Conditioning
Kenan Football Center
Carolina Campus

RICHARD A. BADDOUR
Director of Athletics

Dear Jeff:

I am pleased to inform you that your appointment to the position of Assistant Athletic Director for Strength & Conditioning has been approved for the period of July 1, 2005 through June 30, 2006, at a salary of \$120,000 per year. Should you accept employment with another institution or entity, this appointment will cease on the date that employment begins. Your appointment is reviewed on an annual basis. In addition, should the Football team participate in post-season play, and should you fulfill your strength & conditioning duties during that game, you will receive a one-time bonus equivalent to one month of your salary. Your appointment is based in the Department of Athletics, which is responsible for initiating recommendations concerning any changes in your salary, subject to compensation policies adopted by The Board of Governors and The Board of Trustees. You are entitled to twenty-four (24) days of annual leave per year. Also, the Legislature has awarded all employees an additional 5 days (40 hours) of bonus vacation leave that may be used at the employee's discretion. This bonus vacation leave is a one-time bonus, and is separate and apart from your annual vacation leave. Unused bonus vacation leave will be carried forward each year indefinitely, and should you terminate your employment with the University, you will be paid out for any bonus vacation leave balance.

Your employment is subject to the Employment Policies for EPA Non-Faculty Employees of The University of North Carolina at Chapel Hill adopted by The Board of Trustees on February 13, 1981, and as they may be periodically revised. A copy of the Policies currently in effect is enclosed with this letter. This appointment may be terminated by The University for cause. Cause shall include: (a) full adjudication of a violation (by you or one in which you knowingly participated) of a major NCAA or ACC by-law or regulation; and (b) conviction of a criminal act that constitutes a felony by you. You are required to abide by all applicable NCAA and University rules.


Please be advised that, as required by Section 11.2.2 of the NCAA regulations, you are required annually to receive prior written approval from the Chancellor for all athletically related income and benefits from sources outside the institution.

The Department has a Mission Statement and a statement on Principles of Operation that clearly outline a commitment to academic success (copies attached). All of us want that success for our program and I know that you will work to this end.

Please indicate your acceptance of the conditions of employment as described in this letter by signing and returning the enclosed copy of this letter to this office.

We are pleased to have you as part of the UNC athletic program, and look forward to many successful contributions with the Department of Athletics.

Yours truly,


Richard A. Baddour
Director of Athletics

Enclosure
cc: Coach John Bunting

Signed: _____ Date: _____



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April 13, 2007

John M. Shoop
Football Office
Kenan Football Center
Chapel Hill, NC 27514

RICHARD A. BADDOUR
Director of Athletics

Dear John:

I am pleased to inform you that your appointment to the position of Assistant Football Coach has been approved for the period of January 12, 2007 through June 30, 2010. Your initial annual salary will be \$300,000 based on a twelve-month employment period, and will be reviewed at least annually as of each July 1 during the term of your appointment. In addition to your annual salary, should the Football team participate in post-season play and should you coach in that game, you will receive a one-time bonus for increased responsibilities equal to one month (or two months for a BCS bowl game) of your then current annual salary. If you complete a season as assistant coach, but fail for any reason to participate in a post-season game or practice for the post-season game, so long as you are still a University employee, you will receive a one-time bonus equal to one-half month of your then current annual salary.

This is an appointment for a term of three (3) years, through June 30, 2010. This appointment is subject to the University's Employment Policies for EPA Non-Faculty Employees, as such Policies may be revised from time to time. A copy of the Policies is enclosed. Pursuant to Section III of the Policies, you are entitled to twenty-four days of annual vacation leave per year. Annual leave is cumulative, but you may not carry forward more than thirty workdays from one calendar year to the next. On December 31 of each year, any vacation accrued in excess of thirty days will automatically be converted to sick leave. Sick leave is earned at the rate of one day per month or twelve days per year, with no limit on the amount that may accrue. You, of course, are also entitled to all University holidays. In addition, you are entitled to all customary University employee benefits. A benefits counselor is available to advise you on the various options. A summary of these benefits is enclosed for your information and convenience. Please note that the information contained in the summary is not a contract and is subject to change by the proper authorities.

Pursuant to University policy, your appointment is contingent upon a successful completion of your criminal background check and verification of your educational credentials.

This appointment is based in the Department of Athletics, which is responsible for initiating recommendations concerning any changes in your salary, subject to compensation policies adopted by UNC System Board of Governors and the University Board of Trustees.

You shall have such duties, responsibilities, and obligations as are assigned to you from time to time by the Head Football Coach and/or the Director of Athletics. The University reserves the right to adjust your duties from time to time during the period of your employment.

Please be advised that you are required to abide by all applicable NCAA, ACC, and University rules. You are responsible at all times for being knowledgeable of, and assuring that you conduct yourself in compliance with, all applicable governing constitutions, by-laws, legislation, rules, policies, interpretations and regulations of the NCAA, the ACC, and the University. You must immediately advise the Department of Athletics' Compliance Office if you have reason to believe that violations have occurred or will occur, and you must cooperate fully in any investigation of possible violations conducted or authorized by the NCAA, the ACC, and/or the University at any time.

Should you accept employment with another institution or entity during the term of your appointment, your appointment will cease and your University employment will terminate on the earlier of the date that your employment with such other institution or entity is made public or the date such employment begins, and you will receive only that compensation due to you from the University through such termination date.

In addition, as provided in the University's Employment Policies for EPA Non-Faculty Employees, your appointment may be terminated at any time for "Cause." Cause is defined in Attachment I to this appointment letter.

Please be advised that, as required by NCAA regulations, you are required annually to receive prior written approval from the Chancellor for all athletically related income and benefits from sources outside the institution.

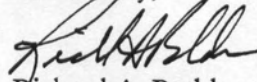
All materials including, without limitation, recruiting records, team information, films, and/or statistics furnished to you by the University or developed by you on behalf of the University or at the University's direction in connection with your employment by the University are and shall remain the sole property of the University. To the extent that the University Copyright Policy confers on you any ownership interest in such materials, by your signature below you irrevocably assign all your right, title and ownership in such materials to the University. If the University requests the return of such materials at any time during, at, or after the termination of your employment, you shall immediately return the same to the University, along with any other University property or property made available to you by the University that is then in your possession.

The Department's Mission Statement and its statement on Principles of Operation both clearly outline a commitment to academic success (copies attached). We all want academic and athletic success for our program, and I know that you will uphold the University's commitment to academic standards, requirements and policies, and promote an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistently with the University's mission and our departmental statements.

Please indicate your acceptance of the conditions of employment as described in this letter by signing and returning the enclosed copy of this letter to this office.

We are pleased that you are joining the Carolina athletics program.

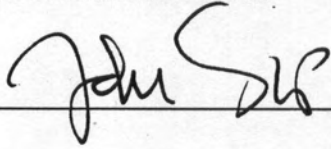
Yours truly,


Richard A. Baddour
Director of Athletics

Enclosures

cc: Head Coach Butch Davis

Signed: _____



Date: _____

4/30/07

Attachment I to Appointment Letter for John M. Shoop

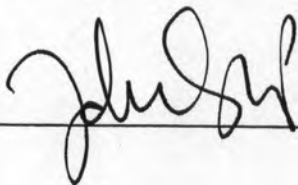
This appointment may be terminated by the University for Cause at any time upon written notice to the Coach. For purposes hereof, "Cause" shall mean the following:

- (a) material failure to perform any of the duties specified in the appointment letter, as they may subsequently be amended in the discretion of the Department of Athletics;
- (b) a violation by the Coach, or knowing participation by the Coach in a violation, or a violation which the Coach condoned, of a major NCAA regulation or bylaw, or of a major ACC regulation or bylaw, or of a policy of or applicable to the University. For purposes of this Section, whether or not a violation has occurred shall be reasonably determined in the sole discretion of the University after its review of the relevant facts and circumstances;
- (c) conviction by the Coach of any felony or any crime that involves dishonesty, or behavior by COACH that displays a continual or serious disrespect for the integrity and ethics of the University;
- (d) any other material breach by COACH of the terms of this Agreement or of University policy; or
- (e) any of those causes specified in Section III.B.4. of the University's Employment Policies for EPA Non-Faculty Employees, attached hereto and incorporated herein by reference, as such Employment Policies may be amended 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 his compensation earned from the University through the date of such termination.

Any process to terminate Coach for Cause shall be conducted in compliance with all relevant University policies.

Signed: _____



Date: _____

4/30/07



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

DEPARTMENT OF ATHLETICS

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CHAPEL HILL, NC 27515

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www.tarheelblue.com

RICHARD A. BADDOUR
Director of Athletics

March 14, 2008

Everett R. Withers
Football Office
Kenan Football Center
CAROLINA CAMPUS

Dear Everett,

I am pleased to inform you that your appointment to the position of Assistant Football Coach has been approved for the period of February 22, 2008 through June 30, 2010. Your initial annual salary will be \$330,000, based on a twelve-month employment period, and will be reviewed at least annually as of each July 1 during the term of your appointment.

This is an appointment for a term of two (2) years, through June 30, 2010. This appointment is subject to the University's Employment Policies for EPA Non-Faculty Employees, as such Policies may be revised from time to time. A copy of the Policies is enclosed. Pursuant to Section III of the Policies, you are entitled to twenty-four days of annual vacation leave per year. Annual leave is cumulative, but you may not carry forward more than thirty workdays from one calendar year to the next. On December 31 of each year, any vacation accrued in excess of thirty days will automatically be converted to sick leave. Sick leave is earned at the rate of one day per month or twelve days per year, with no limit on the amount that may accrue. You, of course, are also entitled to all University holidays. In addition, you are entitled to all customary University employee benefits. A benefits counselor is available to advise you on the various options.

Pursuant to University policy, your appointment is contingent on your successful completion of a criminal background check.

This appointment is based in the Department of Athletics, which is responsible for initiating recommendations concerning any changes in your salary, subject to compensation policies adopted by UNC System Board of Governors and the University Board of Trustees. You shall have such duties, responsibilities, and obligations as are assigned to you from time to time by the Head Football Coach and/or the Director of Athletics. The University reserves the right to adjust your duties from time to time during the period of your employment.

Please be advised that you are required to abide by all applicable NCAA, ACC, and University rules. You are responsible at all times for being knowledgeable of, and assuring

that you conduct yourself in compliance with, all applicable governing constitutions, by-laws, legislation, rules, policies, interpretations and regulations of the NCAA, the ACC, and the University. You must immediately advise the Department of Athletics' Compliance Office if you have reason to believe that violations have occurred or will occur, and you must cooperate fully in any investigation of possible violations conducted or authorized by the NCAA, the ACC, and/or the University at any time.

Should you accept employment with another institution or entity during the term of your appointment, your appointment will cease and your University employment will terminate on the earlier of the date that your employment with such other institution or entity is made public or the date such employment begins, and you will receive only that compensation due to you from the University through such termination date.

Special Provision Regarding Post-Season Play: In addition to your annual salary:

- Should the Football team participate in post-season play and should you coach in that game, you will receive a one-time supplemental payment for increased responsibilities equal to one month of your then current annual salary.

As provided in the University's Employment Policies for EPA Non-Faculty Employees, your appointment may be terminated at any time for "Cause." Cause is defined in Attachment I to this appointment letter.

Please be advised that, as required by NCAA regulations, you are required annually to receive prior written approval from the Chancellor for all athletically related income and benefits from sources outside the institution.

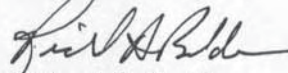
All materials including, without limitation, recruiting records, team information, films, and/or statistics furnished to you by the University or developed by you on behalf of the University or at the University's direction in connection with your employment by the University are and shall remain the sole property of the University. To the extent that the University Copyright Policy confers on you any ownership interest in such materials, by your signature below you irrevocably assign all your right, title and ownership in such materials to the University. If the University requests the return of such materials at any time during, at, or after the termination of your employment, you shall immediately return the same to the University, along with any other University property or property made available to you by the University that is then in your possession.

The Department's Mission Statement and its statement on Principles of Operation both clearly outline a commitment to academic success (copies attached). We all want academic and athletic success for our program, and I know that you will uphold the University's commitment to academic standards, requirements and policies, and promote an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistently with the University's mission and our departmental statements.

Please indicate your acceptance of the conditions of employment as described in this letter by signing and returning the enclosed copy of this letter to this office.

We are pleased that you are joining the Carolina athletics program.

Yours truly,

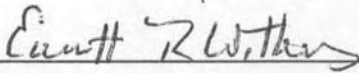


Richard A. Baddour
Director of Athletics

Enclosures

cc: Head Coach Butch Davis

Signed: _____



Date: 4/6/08

Attachment I to Appointment Letter for Everett R. Withers

This appointment may be terminated by the University for Cause at any time upon written notice to the Coach. For purposes hereof, "Cause" shall mean the following:

- (a) material failure to perform any of the duties specified in the appointment letter, as they may subsequently be amended in the discretion of the Department of Athletics;
- (b) a violation by the Coach, or knowing participation by the Coach in a violation, or a violation which the Coach condoned, of a major NCAA regulation or bylaw, or of a major ACC regulation or bylaw, or of a policy of or applicable to the University. For purposes of this Section, whether or not a violation has occurred shall be reasonably determined in the sole discretion of the University after its review of the relevant facts and circumstances;
- (c) conviction by the Coach of any felony or any crime that involves dishonesty, or behavior by COACH that displays a continual or serious disrespect for the integrity and ethics of the University;
- (d) any other material breach by COACH of the terms of this Agreement or of University policy; or
- (e) any of those causes specified in Section III.B.4. of the University's Employment Policies for EPA Non-Faculty Employees, attached hereto and incorporated herein by reference, as such Employment Policies may be amended 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 his compensation earned from the University through the date of such termination.

Any process to terminate Coach for Cause shall be conducted in compliance with all relevant University policies.