

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT

This amendment (this "Amendment") is entered into this 11 day of February 2020, by and between The University of North Carolina at Charlotte ("University"), a constituent institution of The University of North Carolina, and William L. Healy ("Coach"), and records the agreement of University and Coach to amend certain terms of the Employment Agreement by and between University and Coach, dated as of January 8, 2019 (the "Employment Agreement"). Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Employment Agreement.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. AMENDMENTS.

A. Term. The Term is extended until January 31, 2026.

B. Base Salary. The Base Salary amount payable to Coach pursuant to Paragraph 4.1 of the Employment Agreement is increased to \$505,000 per annum, commencing on February 1, 2020 and continuing through the remainder of the Term.

C. Additional Compensation. The following provisions are added as new Paragraphs 4.2(l), 4.2(m), 4.2(n), 4.2(o), and 4.2(p) of the Employment Agreement:

- l. During each Contract Year that Coach is employed by University as Head Football Coach, University will pay Coach an amount equal to 20% of the difference between (i) the "Net Ticket Revenue" actually received by University during such Contract Year, and (ii) the average annual amount of Net Ticket Revenue actually received by University during the three (3) year period immediately preceding the commencement of the applicable Contract Year. "Net Ticket Revenue" will be defined as all cash consideration actually received by University from sales of tickets to regular season home football games, less the ratable portion of the administrative and other fees and compensation payable to Learfield/IMG Ticket Solutions, its successors and assigns and any other administrative agent, for the marketing and sale of home football game tickets. The parties will acknowledge and agree that in no event will the amount of Net Ticket Revenue under this Paragraph 4.2(l) be less than \$0. Any additional compensation payable to Coach pursuant to this Paragraph 4.2(l) will be paid to Coach within ninety (90) days after the final home football game during the applicable Contract Year.
- m. University will make available a one-time "signing bonus pool" in an amount equal to One Hundred Thousand Dollars (\$100,000). Coach will determine the allocation of the signing bonus pool funds, which he may retain in full, in part or personally disclaim and, as applicable, recommend allocation of the balance among the on-field Assistant Coaches, Head Strength Coach, Director of Football Relations, and Analysts after consultation with and approval of the Director of Athletics, who must in turn receive approval of the Chancellor. Payments from the signing bonus pool, less any required withholdings, will be made pursuant to University's standard payroll policies within ninety (90) days of the final determination of the allocation of such amounts.

- n. In the event the football team wins a total of 21 or more regular season games during the 2020, 2021, and 2022 seasons and Coach remains continuously employed as University’s Head Football Coach through the final game of the 2022 regular season, University will pay Coach additional compensation of Five Hundred Thousand Dollars (\$500,000), such amount to be paid to Coach within ninety (90) days of the end of the final game of the 2022 regular season. For the sake of clarity, regular season games do not include any exhibition, preseason, conference championship, or bowl games.
- o. Performance Incentive Pool. University will make available a “performance incentive pool” based upon the on-field performance of the football team as follows:

<u>Achievement</u>	<u>Incentive Pool Amount</u>
Football team wins 8 or more games in any regular season (excluding exhibition, preseason, conference championship, or bowl games) during Coach’s tenure as Head Football Coach	\$100,000

Coach will determine the allocation of the performance incentive pool funds, which he may retain in full, in part or personally disclaim and, as applicable, recommend allocation of the balance among the on-field Assistant Coaches, Head Strength Coach, and the Director of Football Relations after consultation with and approval of the Director of Athletics, who must in turn receive approval of the Chancellor. The performance incentive pool, less any required withholdings, will be paid pursuant to University’s standard payroll policies on the second payroll date following the Achievement and the final determination of the allocation of such amount.

- p. Retention. So long as Coach remains continuously employed as University’s Head Football Coach, University will pay Coach additional compensation of Fifty Thousand Dollars (\$50,000) on each of February 15, 2021, February 15, 2022, and February 15, 2023, such amounts to be paid to Coach within ninety (90) days of each such date.

D. Paragraph 11.3 of the Employment Agreement is deleted in its entirety and replaced with the following:

11.3 In the event Coach terminates this Agreement, Coach will pay University or arrange to have paid to University an amount equal to the following: (i) 1.25 times the current Base Salary if termination occurs prior to January 31, 2021, or (ii) 1.0 times the current Base Salary if termination occurs on or after January 31, 2021; and, if applicable, will forfeit any additional compensation earned but not yet paid, except for the additional compensation referenced in Paragraph 4.2(n) if Coach has earned such compensation. Such payment will be due and payable within one hundred twenty (120) days after the termination of this Agreement. Additionally, if Coach accepts a head coaching position at another institution of higher education that is a member of the NCAA Division I Football Bowl Subdivision (FBS), Coach will cause such institution, as a condition of Coach's employment at such institution, to enter into a contract with University providing for a two (2) year, home and home football series between such institution and University. The home and home series must commence within six (6)

years of Coach's termination; provided, however, that the contract will grant Coach's new institution the right to buy out the two-game series from University for an amount equal to the following: (i) 1.25 times Coach's current Base Salary if termination by Coach occurs prior to January 31, 2021, or (ii) 1.0 times the current Base Salary if termination by Coach occurs on or after January 31, 2021.

E. The following provision is added as new Paragraph 11.5 of the Employment Agreement:

11.5 In the event that Mike Hill retires or is otherwise replaced as University's Director of Athletics, Coach may, for a period beginning on the date at which Hill's departure is publicly announced and ending one (1) year after the date University employs a new, full-time (non-interim) Director of Athletics, terminate this Agreement and receive a fifty percent (50%) reduction in the amount due to University pursuant to Paragraph 11.3 herein. For the sake of clarity, it is understood and agreed that only the amount of the payment owed to University by Coach will be reduced in this event (i.e. Coach will pay University or arrange to have paid to University an amount equal to sixty-two and a half percent (62.5%) of the current Base Salary in the event Coach terminates this Agreement prior to January 31, 2021, and Coach will pay University or arrange to have paid to University an amount equal to fifty percent (50%) of the current Base Salary in the event Coach terminates this Agreement on or after January 31, 2021); all other provisions of Paragraph 11.3 will remain in effect.

2. MISCELLANEOUS.

A. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Employment Agreement will continue in full force and effect as provided therein.

B. Coach represents that Coach has disclosed to University all material information concerning NCAA, conference, or institutional rules violations or potential violations committed by Coach or any coach, staff member, or other person under Coach's direct or indirect control at University.

C. This Amendment may be executed and delivered in any number of counterparts, each of which when executed and delivered will be deemed to be an original, but all such counterparts will together constitute one and the same Amendment.

D. This Amendment is conditioned upon the final approval and action of the Board of Trustees of The University of North Carolina at Charlotte, and any necessary review and/or approvals of the President of the University of North Carolina and the Board of Governors of the University of North Carolina, and will become effective only upon such approvals and actions.

E. Upon execution, this Amendment will be considered a public record within the meaning of the North Carolina Public Records Act, N.C. Gen. Stat. § 132-1 et seq., and will be subject to disclosure upon request.

[Signature page follows.]

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

Agreed by University:

Philip L. Dubois 2/5/20
Philip L. Dubois, Chancellor Date

Mike Wilson 02.11.20
Mike Wilson, Chair, Board of Trustees Date

Agreed by Coach:

William L. Healy 2/5/20
William L. Healy Date