

## SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment ("Amendment"), is made this 1st day of October, 2020, by and between The University of North Carolina at Chapel Hill ("University") and William Mack Brown ("Coach").

WHEREAS, the University and Coach first entered an employment agreement (the "Original Agreement") effective November 28, 2018; and

WHEREAS, the University and Coach entered an amended and restated employment agreement (the "First Amended Agreement") effective January 16, 2020; and

WHEREAS, the University and Coach wish to extend the Term of the First Amended Agreement and acknowledge Coach's agreement to a one-time, limited reduction in Coach's compensation payable under the First Amended Agreement, as provided in this Amendment.

NOW, THEREFORE, in exchange for mutual promises and valuable consideration, the sufficiency of which is hereby acknowledged, the University and Coach agree as follows:

1. **Defined Terms.** All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the First Amended Agreement.

2. **Term of Employment.** Section 1 of the First Amended Agreement is hereby deleted in its entirety and replaced with the following:

- (a) The University agrees to employ Coach and Coach agrees to serve as the University's Head Football Coach for a "Fixed Term" from the date of this Agreement until February 15, 2025, unless terminated earlier as provided herein. Coach will not be reassigned to any position other than Head Football Coach during the Term (as defined herein) without his prior written approval.
- (b) If the Program wins the coastal division (or any other division which the Program may join during the Term) ("Coastal Division") and appears in the Atlantic Coast Conference (or any conference which the University may join during the Term) ("ACC") championship game, Coach may elect in his sole discretion, to extend the Fixed Term of this Agreement by one (1) year, to February 15, 2026. Coach must inform the University's Athletics Director of his election in writing within thirty (30) days of the Program's appearance in the ACC championship game. The entire period during which Coach is employed as the University's Head Football Coach (i.e. the Fixed Term plus any extension year beyond the Fixed Term) shall be referred to herein as the "Term."
- (c) Each party shall notify the other at least 120 days prior to February 15, 2025 (or February 15, 2026 if Coach elects to extend the Fixed Term

pursuant to Section 1(b)) whether the party wishes to engage in negotiations for a new agreement or whether the party does not wish to enter a new agreement following the expiration of the Term.

Any and all references to "January 15, 2025" and "January 15, 2026" in the First Amended Agreement are hereby deleted and replaced with "February 15, 2025" and "February 15, 2026" respectively.

3. **Compensation Reduction.** The University has requested and Coach hereby agrees to a one-time, voluntary reduction of his current Base Salary payable pursuant to Section 3(a) of the First Amended Agreement, solely during the period commencing on October 1, 2020 and concluding on June 30, 2021 (the "Reduction Period"). Accordingly, notwithstanding anything to the contrary in the First Amended Agreement, during the Reduction Period, the monthly gross Base Salary amount payable to Coach will be Fifty Thousand Dollars (\$50,000.00). For the avoidance of doubt, nothing in this Paragraph 3 shall alter any other terms or conditions of the First Amended Agreement, including all other compensation payable thereunder (e.g., Bonuses, Supplemental Compensation, etc.), any Base Salary payable during periods following the Reduction Period, or any amounts payable pursuant to Section 16(b) of the First Amended Agreement, which shall continue to be calculated based off of the Base Salary payable pursuant to the First Amendment Agreement terms.


4. Except as expressly provided in this Amendment, all terms and conditions of the First Amended Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the First Amended Agreement, the terms of this Amendment shall control.

5. This Amendment may be executed in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of executed counterparts of the Amendment by telecopy or electronic signature shall be effective as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first shown above.


THE UNIVERSITY OF NORTH CAROLINA  
AT CHAPEL HILL

  
Lawrence R. Cunningham  
Director of Athletics

Date: 9/21/20


  
Kevin Guskiewicz  
Chancellor

Date: \_\_\_\_\_

  
Nathan Knuffman  
Interim Vice Chancellor for Finance and  
Operations

Date: 9/18/20

Approved by the Board of Trustees:

  
Secretary

Date: 9/21/2020

COACH

  
William Mack Brown

Date: 9-8-20