THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

DEPARTMENT OF ATHLETICS

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April 2, 2025

Michael Lombardi
Department of Athletics – Football
VIA Electronic Mail

Dear Michael:

On behalf of The University of North Carolina at Chapel Hill (the "University"), it is a pleasure to provide this appointment letter, which offers you a fixed term appointment as General Manager in the Department of Athletics and provides the terms and conditions of your appointment. This offer supersedes any other representations about employment at the University, and your acceptance will terminate any other terms of University employment.

This appointment carries a 1.0 FTE (full time equivalent) service obligation for a fixed term effective December 14, 2024 and ending January 15, 2028 unless discontinued earlier as provided by University policies and the Terms and Conditions of Coach/GM Employment attached to and incorporated into this letter. You will report directly to Bill Belichick, the Head Football Coach. In this role, you will be responsible for performing the duties and responsibilities of an Assistant Football Coach in the University's intercollegiate Football team (the "Program"). The University shall have the right to require you to perform reasonable duties and responsibilities in addition to, or alternative to, those set forth in the applicable position description so long as you remain employed by the University.

Your gross annualized base salary, provided in monthly installments, and subject to appropriate payroll withholding, will be as follows:

Period	Base Salary
December 14, 2024 – January 15, 2026:	$1,500,000
January 16, 2026 – January 15, 2027:	$1,500,000
January 16, 2027 – January 15, 2028:	$1,500,000

The additional performance-based compensation for which you are eligible is as follows:

- *Bowl Bonus – eligible for highest achieved.* In any Program season during the Term in which the Program appears in any non-College Football Playoff ("CFP") bowl game, you will be eligible to receive a bonus equal to one month salary. In any Program season in which the Program appears in a non-CFP Tier I/Elite bowl game you will be eligible to receive a bonus equal to one and one half months salary. In any Program season in which the Program appears in a CFP or ACC Championship Game, you will be eligible to receive a bonus equal to two months salary.

- *Competitive Achievement Bonus.* In any Program season during the Term in which the Program finishes in the top 25 teams nationally, according to an NCAA recognized poll, you will be eligible to receive a bonus equal to two months salary. In any Program season during the Term in which the Program is named National Champion, you will be eligible to receive an additional bonus equal to two months salary.
- *Academic Progress Rate Bonus.* In any Program season during the Term in which the Academic Progress Rate ("APR") is equal to or greater than 975 according to the NCAA formula, you will be eligible to receive a bonus equal to $2,500.

For purposes of the preceding paragraphs, your bonus entitlement shall be calculated using the monthly rate of base compensation for the period in which the bonus is earned. Such bonus shall be paid within thirty (30) days following the final game of the Program's season, including post-season, for that year.

All bonus payments made pursuant to this Agreement shall 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. Additionally, all bonus payments are made in accordance with the University's Athletics Incentive Compensation Plan.

You will also be provided the following non-salary compensation:

- *Relocation Compensation.* You are eligible to receive a relocation compensation lump sum payment in the amount of $15,000 in consideration of the costs of transitioning to employment in Chapel Hill. You may allocate the expenses for moving, house-hunting, and temporary housing at your discretion and will not be reimbursed if expenses exceed the amount received.
- *Courtesy Car.* You are eligible for a vehicle allowance of up to $7,500 or use of a leased vehicle for the primary purpose of conducting University business.
- *Sign-on Bonus:* You are eligible to receive a signing bonus in the amount of $10,000 to be paid in one lump sum payment within 30 days of your hire date. The bonus is taxable; however, it is not subject to retirement contributions to either the Teachers' and State Employee's Retirement System or the UNC Optional Retirement Program.

These listed items are provided in accordance with the University's Non-Salary and Deferred Compensation policy and are subject to applicable taxes. All benefits and non-salary compensation items will cease at the time you no longer continue to serve in this position.

The position of General Manager is classified as an EHRA non-faculty employee, exempt from the State Human Resources Act ("EHRA"). Except as otherwise noted in this Agreement, you will be subject to all policies that apply to employees of that 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, 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 here by reference. The University policies website (http://policies.unc.edu) and the Office of Human Resources website (http://hr.unc.edu) provide more information.

You can find guidance on benefits, including information on health, prescription drug, dental, vision, flexible spending accounts, other insurance options, and retirement programs at the UNC System's comprehensive benefits website (https://myapps.northcarolina.edu/hr/service/).

This offer is contingent upon the satisfactory outcome of a background check, reference checks, verification of academic and professional license credentials, and your agreement to abide by the policies, regulations, and rules that apply to this position.

Your employment is contingent upon your acceptance of the terms and conditions in this letter, including the Conditions of Employment and Terms and Conditions attached and incorporated as part of this letter.

Please acknowledge your acceptance of this appointment by signing and dating this letter, and its incorporated Conditions of Employment and Terms and Conditions and returning them to me no later than April 7, 2025. Failure to return these signed and dated documents by the date designated may result in rescission of this offer of employment.

My colleagues and I look forward to working with you. Should you have any questions, please do not hesitate to contact me or Rose Thorp, our Associate Athletics Director for Human Resources.

Sincerely,

Lawrence R. Cunningham
Director of Athletics

Acknowledged and Accepted:

____________________ Date: 7|31|25

(Signature)

cc: Departmental Personnel File
EHRA Non-Faculty Human Resources

TERMS AND CONDITIONS

1. Duties and Responsibilities. Employee agrees to devote his best efforts to the full performance of Employee's duties at The University of North Carolina at Chapel Hill ("University") and to comply with all applicable policies, rules, regulations, and laws of the University, The University of North Carolina, the National Collegiate Athletic Association ("NCAA"), the University's athletics conference, the State of North Carolina, the United States of America, and any other body having regulatory power or authority over the University or its athletics programs (the "Governing Requirements"). Failure to abide by the Governing Requirements may be deemed a violation of this employment agreement and may be grounds for termination for cause.

   a. Employee agrees to affirmatively cooperate and truthfully participate in reporting possible infractions or violations of NCAA rules; all University or NCAA inquiries, investigations, or attendant NCAA infractions processes, including but not limited to, the investigation and adjudication of a matter or case involving the Football program or individual(s) in connection with the Football program; and cooperate fully in any other administrative inquiries or investigations as directed by the University. Employee expressly agrees the duties in this subsection shall survive the termination of this agreement whether such termination is for cause or convenience.

   b. Employee shall immediately notify the Athletics Director or the Associate Athletics Director for Compliance if Employee has reason to believe that a violation of conference or NCAA rules has occurred or will occur.

   c. Employee acknowledges and agrees to observe principles of institutional control in the Governing Requirements, including the University's administrative reporting relationships and organizational structure.

2. Academic Responsibility. Employee acknowledges that the University's primary purpose is education, and he understands and agrees that his primary employment responsibility is to reinforce and support that mission. Employee will recruit academically qualified athletes, assisting them in all reasonable ways to make satisfactory academic progress toward completion of a degree in a defined university program. Employee will uphold the University's commitment to academic standards, requirements, and policies and promote an environment in which admissions, financial aid, academic services for athletes, and recruiting can be performed consistently with the University's mission and purpose.

3. Eligibility for Non-Salary Compensation – Bonuses:

   a. Employee may be entitled to receive post-season bonuses earned in accordance with, and subject to, the Department of Athletics' Incentive Compensation Plan and other Governing Requirements at the time eligibility for such bonus is earned. Employee acknowledges that bonuses, if any, are awarded at the discretion of the Athletics Director.

b. Consistent with the Incentive Compensation Plan and other Governing Requirements, should the football team participate in an ACC Championship game or appear in a College Football Playoff game, and should you be employed as General Manager on the date of the game, you will be eligible to receive a supplemental payment in an amount up to two-twelfths of your then-current annualized base salary.

c. Consistent with the Incentive Compensation Plan and other Governing Requirements, should the football team participate in a non-College Football Playoff Tier I/Elite bowl game, and should you be employed as General Manager on the date of the game, Employee will be eligible to receive a supplemental payment in an amount up to three twenty-fourths of your then-current annualized base salary.

d. Consistent with the Incentive Compensation Plan and other Governing Requirements, should the football team participate in a non-College Football Playoff bowl game, and should Employee be employed as General Manager on the date of the game, Employee will be eligible to receive a supplemental payment in an amount up to one-twelfth of your then-current annualized base salary.

e. Consistent with the Incentive Compensation Plan and other Governing Requirements, for any season in which the football team finishes in the top 25 teams according to an NCAA recognized poll, so long as Employee serves in Employee's position during that post-season, Employee will be eligible to receive a supplemental payment in an amount up to two-twelfths of your then-current annualized base salary.

f. Consistent with the Incentive Compensation Plan and other Governing Requirements, for any season in which the football team is named National Champion, so long as Employee serves in Employee's position during that post-season, Employee will be eligible to receive a supplemental payment in an amount up to two-twelfths of your then-current annualized base salary.

g. Finally, consistent with the Incentive Compensation Plan and other Governing Requirements, for any season in which the football team achieves an Academic Performance Rating of equal to or greater than 975 according to the NCAA formula, Employee will be eligible to receive a supplemental payment in an amount up to $2,500.

h. Should the football team meet other specific performance metrics in the Incentive Compensation Plan, Employee will be eligible for additional payments.

i. Consistent with the Incentive Compensation Plan and other Governing Requirements, Employee's bonus eligibility shall be deemed earned on the final day of the season (including post-season).

4. External Professional Activities for Pay. Employee may engage in external professional activities for pay while employed by the University upon the following terms and conditions:

   a. Employee shall conduct each such activity in compliance with the Governing Requirements, including NCAA rules and UNC Board of Governors and University policies on External Professional Activities for Pay, as currently exist and as they may be revised from time to time. Pursuant to those policies, Employee must file the appropriate Notice of Intent and receive written permission before engaging in the external activity. Employee shall report the amount received from each source of income shown in the Notice of Intent.

   b. Employee agrees to comply with all Governing Requirements with respect to the receipt or acceptance of any money, benefits, or gratuities from any person, corporation, booster club, alumni association or group, or other benefactor.

   c. Employee agrees the University retains full and complete ownership and control of its name, its insignia, and the insignia of all its athletic teams and programs for all purposes, including any endorsement or other commercial or non-commercial activity, and further including, but not limited to, the endorsement of products or services such as athletic shoes, apparel, or equipment.

   d. Employee shall not enter into or maintain any endorsement, promotional, consulting, or similar agreement that would cause the University to violate its agreement(s) with its partners or compete with or be detrimental to the University's interests as determined by the University.

5. Ownership of Materials. All materials, including without limitation recruiting materials, team information, recordings, communications, and/or statistics furnished to or developed by Employee in connection with Employee's University employment are and shall remain the sole property of the University and shall be returned to the University upon request. To the extent the University's copyright policy confers on you Employee ownership interest in such materials, by your signature below Employee irrevocably assigns all rights, title, and ownership in such materials to the University. Employee expressly agrees the duties in this subsection shall survive the termination of this Agreement.

6. Termination for Convenience (by the University). The parties agree that the University may terminate Employee's employment prior to the natural expiration of this Agreement.

   a. *Termination Payment.* If the University terminates Employee's employment pursuant to this paragraph, the University will pay Employee the following amounts:

      i. Any salary, bonuses, supplemental compensation, or other amounts due and owing as of Employee's last day of employment, such amount to be paid no later than sixty (60) days after Employee's last day of employment; and

ii. Conditioned on Employee executing, and not revoking, the Release described in paragraph 6(b), Employee shall receive an amount equal to Employee's current annual base salary in effect at the date of termination for the remaining term of Employee's appointment (the "Separation Payment"), which will be paid on a monthly basis, subject to appropriate mitigation efforts by Employee as described in paragraph 6(d) below, and less any Offset as described in paragraph 6(e) below. Employee acknowledges that the Separation Payment, which is limited exclusively to the current annual base salary in effect at the date of termination for the remaining term of Employee's appointment, shall be paid to Employee in lieu of any and all other legal remedies or equitable relief.

b. *Release.* Prior to receiving the Separation Payment pursuant to this paragraph 6, Employee will execute (and not revoke) the general release of all claims against the University and its agents, officials, and employees (attached as Exhibit A to these Terms and Conditions of Employee Employment), within thirty (30) days following the date of termination as a condition to receiving any termination payments.

c. *Reimbursement.* Upon termination for convenience, Employee agrees to reimburse the University for Employee's obligations to the Athletic Department, including, but not limited to any damages to Employee's courtesy car, personal charges on University P-cards, and outstanding travel advances. In the event that Employee fails to reimburse the University directly for these obligations, Employee acknowledges and agrees that such amounts may be deducted from any amounts owed to Employee by the University. The University shall not be liable to Employee and shall not pay Employee for any loss of benefits or supplemental/outside income relating to external activities for pay or collateral business opportunities.

d. *Mitigation.*

i. Employee acknowledges and expressly agrees to Employee's contractual and common law obligation to mitigate any payments due to Employee under this paragraph 6 and agrees to make best efforts as soon as practicable to seek and secure a Comparable Position. "Comparable Position" shall be defined as other employment at the market rate for positions comparable to Employee's position at the University, including but not limited to collegiate and professional staff positions.

ii. Employee shall report monthly to the Athletics Director (or designee) on employment applications and progress in actively seeking other employment. Employee's lack of diligence in seeking a Comparable Position, or Employee's refusal of a reasonable offer of a Comparable Position, shall void the University's payment obligation.

iii. This contractual and common law affirmative obligation to mitigate shall survive the termination of this Agreement and shall exist for as long as the

University has the obligation to make payments under this paragraph 6. Employee understands and agrees the University's obligation under this paragraph 6 constitutes extraordinary relief, as Employee may receive payments beyond Employee's employment for the University; accordingly, the University's obligation herein shall be strictly construed, and Employee shall not be entitled to such compensation absent reasonable and affirmative efforts to seek and secure employment.

e. *Offset.*

i. When Employee obtains new employment, the University's financial obligations under paragraph 6 shall be reduced by the Gross Income accruing to Employee in Employee's new position during the period that would have been the term of this agreement had it naturally expired. "Gross Income" shall be defined as the sum of all income received or to be received by Employee related to the new position for the term of the University's obligation, inclusive of contemporaneous payments, deferred payments, cash, salary, incentives, bonuses, consulting fees, honoraria, talent fees, endorsement pay, and other personal income of any kind or nature as defined by the Internal Revenue Code. If Employee's Gross Income equals or exceeds Employee's annualized base salary at the University on the date of Employee termination, the University shall be relieved entirely of its financial obligations under this paragraph 6.

ii. Employee shall promptly, upon acceptance of other employment, notify the Athletics Director (or designee) in writing of such employment and provide a copy of Employee's employment agreement for the new position (and/or other documentation satisfactory to the University, such as an affidavit from Employee or third party, to be later verified by Employee's W-2 form and 1099 form for the new position) that indicates Employee's Gross Income to be paid to Employee during the term of this Agreement had it naturally expired. Employee understands that a failure or refusal to provide such documentation shall relieve the University of its financial obligations under this paragraph 6.

iii. If in the University's reasonable but sole determination Employee's Gross Income related to Employee's new position is scheduled to escalate (or does escalate) by greater than 15 percent in any year after Employee's first year in the new position, then Employee's "Gross Income" shall be calculated as the average annual Gross Income to be received by Employee pursuant to, and during the entire term of, Employee's new position.

iv. If in the University's reasonable but sole determination Employee's Gross Income is less than the market value for the same or similar positions, or if Employee's new position apportions compensation so that it increases or balloons after the University's payments to Employee would cease, or if

Employee's subsequent employment arrangement otherwise attempts to avoid the intended net effect of this paragraph 6, Employee expressly agrees that the University shall assign a market value compensation to Employee's new position based upon its assessment of similar positions.

v. Employee agrees to provide the University with a written accounting of Employee's gross income and a copy of Employee's W-2 form and 1099 form for each calendar year of this affirmative obligation to substantiate Employee's new compensation level as long as the University has an obligation to make payments under this paragraph 6 and for an additional period of six (6) months thereafter. Employee expressly warrants and agrees that should Employee pursue any legal challenge(s) to this provision, the respective parties shall remain financially responsible for their own attorneys' fees regardless of the outcome of such legal challenge(s).

7. Voluntary Termination by Employee.

a. Employee agrees that the promise to work for the University for the entire term of the appointment is essential to the University. The parties agree that Employee has special, exceptional and unique knowledge, skill and ability in his position, which, in addition to the continuing acquisition of athletics experience at the University and the University's special need for continuity in its Football program, renders Employee's services unique. The parties recognize and agree that a termination of this Agreement by Employee prior to its natural expiration could cause the University to lose its valuable investment in Employee's continued employment and could cause the University damages beyond its investment, including but not limited to a possible adverse effect on recruiting. The parties further agree that it is difficult or impossible to determine with certainty the damages that may result from such termination by Employee, and that the liquidated damages of this paragraph 7 are not to be construed as a penalty, but instead as an attempt by Employee and the University to establish adequate and reasonable payment to the University in the event Employee terminates this Agreement. Employee therefore agrees, and hereby specifically promises, not to accept under any circumstances any other employment requiring performance of athletics duties prior to this Agreement's expiration. Employee acknowledges that accepting employment from any other person or entity prior to the natural expiration of this agreement constitutes a material breach of this Agreement.

b. The parties agree that Employee may, nevertheless, terminate Employee's employment under this Agreement prior to its normal expiration, subject to the conditions set forth below:

i. If Employee voluntarily accepts employment from any other person or entity prior to the natural expiration of this Agreement, Employee's University employment shall terminate on the earlier of: (x) the date Employee's employment with such other person or entity is made public, (y) the date

Employee's employment begins, or (z) the date determined by the University in its sole discretion.

ii. If Employee voluntarily terminates his appointment prior to its natural expiration, Employee or Employee's designee shall pay the University as described below (the "Buyout"):

(1) If the voluntary termination occurs on or before January 15, 2026, Employee or Employee's designee shall pay the University an amount equal to one hundred percent (100%) of the total of Employee's current annual base salary for the remainder of the appointment term; or

(2) If the voluntary termination occurs after January 15, 2026, Employee or Employee's designee shall pay the University an amount equal to fifty percent (50%) of the total of Employee's current annual base salary for the remainder of the appointment term.

(3) Payment of the total amount of liquidated damages owed shall occur within sixty (60) calendar days of the effective date of voluntary termination, unless Employee and the University agree otherwise.

c. The University may, in the Athletics Director's sole discretion, waive Employee's obligation to pay liquidated damages pursuant to this paragraph 7 if Employee accepts a new position elsewhere that constitutes a promotion as determined by the Athletics Director. To be eligible for such a discretionary waiver, Employee must provide the University with a copy of an employment agreement for the new position within thirty (30) calendar days of the effective date of Employee's voluntary termination of his University employment.

8. Termination for Cause.

a. The University may terminate this appointment for Cause at any time upon written notice to Employee. In the event of a termination for Cause, the University's sole obligation to Employee shall be payment of Employee's compensation earned from the University through the date of such termination. The University shall not be obligated to pay Employee any supplemental compensation or other non-salary compensation or benefits described in the Agreement or be responsible for any consequential damages, including, but not limited to any loss of business opportunities or loss of other income, benefits, or perquisites from any sources, that might occur as a result of such termination.

b. For purposes of this Agreement, "Cause" shall mean the following:

i. Employee's material failure to perform any of the duties specified in this Agreement;

ii. A violation by the Employee, or knowing participation by the Employee in a violation, or a violation which the Employee 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 considered by the University or found to be major or serious (such as, for NCAA or ACC rules, repeated violations or violations that the University determines reasonably could be expected to result in sanctions such as probation, forfeiture of athletic contests, loss of scholarships, or prohibition against conference, championship, or telecast appearances). For purposes of this Section, whether or not a violation has occurred, and whether a violation is major or serious, shall be reasonably determined in the sole discretion of the University;

iii. Any action that is:

1. taken by Employee or someone supervised by Employee, or
2. taken at the direction of Employee or someone supervised by Employee, or
3. known by Employee or someone supervised by Employee and not reported by Employee as required by this Agreement or to the Department of Athletics Compliance Office by the person supervised by Employee,

and that results in any form of disciplinary finding, action against, or sanction for the Employee 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 disciplinary finding, action, or sanction must be a Level I or Level II violation, repeat (3 or more) Level III violations, or head Employee responsibility (such as, for NCAA or ACC rules, repeated violations or violations that the University determines reasonably could be expected to 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 Employee or actions taken at the direction of someone supervised by Employee, Employee shall not be subject to termination for cause if Employee can establish, consistent with NCAA rules, that Employee promoted an atmosphere of compliance and properly monitored the conduct of the individual supervised by Employee;

iv. Employee's conviction of, or a guilty plea, or other plea of responsibility by Employee, related to (i) any felony or (ii) any criminal act that involves dishonesty, fraud, or moral turpitude;

v. Employee's commission of or participation in any act or occurrence that, as determined in the University's discretion, brings Employee into public disrepute, contempt, scandal, or ridicule; or Employee's failure to conform Employee's personal conduct to conventional standards of good citizenship, with such conduct reflecting unfavorably on the University's reputation or primary mission, including but not limited to acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to a level warranting criminal prosecution;

vi. Employee's misconduct, or misconduct by an employee under Employee's direct control or supervision of which Employee knew, had reason to know, or should have known through the exercise of reasonable diligence, or that Employee condoned, of such a nature as reasonably determined in the University's discretion that would bring disrespect, discredit, ridicule, or reputational harm upon the University, or that reasonably brings into question the integrity of Employee, or that would render Employee unfit to serve in the position of Employee;

vii. Employee's failure to 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 Employee 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;

viii. Employee's failure to report promptly to the Director of Athletics any violations of Governing Requirements known to Employee by coaches, athletes, or other persons under the direct control or supervision of Employee;

ix. Employee's failure to fully and timely participate in any investigation and adjudication of possible violations of Governing Requirements that are conducted, authorized, or supported by the University, the ACC or other conference of which the University is a member, or the NCAA;

x. Employee's failure to furnish to the University, upon request, any information that the University considers necessary or reasonably useful for purposes of any investigation of any potential infraction or violation of any Governing Requirement, with the exception of information protected by the Attorney-Client privilege;

xi. Employee's failure to obtain prior approval for outside activities or to report accurately all sources and amounts of outside income and benefits as required by this Agreement;

xii. Employee's sale, use, or possession, or Employee's permitting, condoning, or encouraging by an athlete, assistant Employee, or other Athletics staff member, of the sale, use, or possession of any narcotics, drugs, controlled substances, steroids, or other chemicals, the sale, use, or possession of which by Employee, athlete, assistant Employee, or other Athletics staff member is prohibited by law, University policy, or other Governing Requirements as determined by the University;

xiii. Employee's soliciting, placing, or accepting of gambling, bookmaking, or betting on any intercollegiate athletic contest, or permitting, encouraging, or condoning such acts by any other person associated with the football program, or Employee's violation of any Governing Requirement related to gambling, bookmaking, or betting;

xiv. Employee's failure to support and protect the safety, health and welfare of athletes, including recognizing and supporting the independent authority of medical personnel to make medical decisions pertaining to athletes' health and safety attendant to training, practice and/or competition;

xv. Employee's prolonged absence from duty without the consent of the head Employee and the Athletics Director;

xvi. Employee's material breach of this Agreement, University policies, or the UNC Code, as adopted and revised from time to time; or

xvii. Any of those causes applicable to employees in Employee's employee classification in University policies and/or the UNC Code, as adopted and revised from time to time.

c. Notwithstanding any University policy or other Governing Requirement providing for the discharge for cause for EHRA non-faculty employees and any grievance or appeal therefrom, the parties specifically agree that any termination of this agreement for Cause shall be conducted as follows:

i. The University, through the Athletics Director (or designee), shall provide Employee with a written notice of intent to terminate the Agreement for Cause. The notice shall set forth the factual basis to support the termination for Cause and shall notify Employee of the date, time, and location of a pre-termination meeting in order to provide Employee with an opportunity to be heard and to respond either orally or in writing to the intent to terminate the Agreement for Cause. Either party may request that a representative from the Office of Human Resources attend the meeting. No attorneys for either party shall attend the pre-termination for Cause meeting.

ii. Following the pre-termination meeting, the Athletics Director (or designee) shall make a decision as to whether to terminate the Agreement for Cause. In making the decision, the Athletics Director shall consider the reasons for termination, Employee's response (if any), and any other pertinent information. Absent unexpected circumstances, within ten (10) days from the date of the pre-termination meeting, the Athletics Director (or designee) shall provide Employee with written notice of the decision as to whether the Agreement will be terminated for Cause.

iii. If Employee disagrees with the decision of the Athletics Director (or designee), Employee shall have five (5) days to file a written appeal to the Chancellor, who shall make the final decision. A copy of the final decision shall be transmitted to Employee either by hand-delivery, e-mail with attachment to Employee's University-provided email address, or by first class postage prepaid mail to Employee, with the date of the transmission as the effective date of the termination. Employee shall not be entitled to any further appeal or review.

I certify that I have read and understand the foregoing Terms and Conditions with respect to my employment at the University. I understand that in the event of a conflict between University policy and these Terms and Conditions, the Terms and Conditions shall govern. And I understand that a failure to comply with the Conditions of Employment or Terms and Conditions may result in the employment offer's being withdrawn, rescinded, or voided; or (if I have started work) my employment being terminated.

EMPLOYEE

[signature]	31 July 25
Signature	Date

EXHIBIT A

This Release (the "Release") is executed by Michael Lombardi ("Employee") in exchange for Employee's receipt of post-termination payments set forth in the employment agreement (the "Agreement") between Employee and the University of North Carolina at Chapel Hill ("the University").

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

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

1. General Release

a. Employee 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 Employee ever had, now has, or may have for all events and occurrences until the date of full execution of this Agreement (the "Claims").

b. Employee 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 Employee'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 Employee in connection with, or arising from, any lawsuit or proceeding brought by any person or entity, public or private, other than Employee (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 Employee's attorney's fees, costs, or expenses. Notwithstanding the foregoing, Employee 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. Employee 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, Employee does not hereby waive any rights or claims under the ADEA that may arise after the date on which he signs this Release.

i. Employee 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 Employee 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. Employee 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. <u>Return of Property</u>

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

3. <u>No Assignment of Claims</u>

Employee represents and warrants that as of the date Employee signs this Release, Employee has not assigned or transferred, or purported to assign or transfer, to any person or entity any claim or matter herein released. Employee 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

Employee covenants and agrees that Employee has read and fully understands the contents and the effect of this Release. Employee warrants and agrees that Employee has had a reasonable opportunity to seek the advice of an attorney as to such content and effect. Employee 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.

EMPLOYEE

31 July 25

Signature   Date