

SETTLEMENT AGREEMENT AND RELEASE

This Agreement is entered by and between Jackson Boyer, Robert Boyer and Kimber Boyer (collectively, the "Boyer Family") and The University of North Carolina at Chapel Hill (hereinafter "UNC-Chapel Hill" or the "University"), a state-supported institution of higher education and a constituent member of The University of North Carolina, acting by and through its authorized officials;

WHEREAS, Jackson Boyer is a former student-athlete of UNC-Chapel Hill and participated in the University's football program; and

WHEREAS, the Boyer Family has asserted personal injury claims for Jackson Boyer related to alleged events that occurred on August 4, 2014 and during the fall 2014 semester;

WHEREAS, following a mediation conducted on April 27, 2016 attended by the parties and their respective counsel, the Boyer Family and UNC-Chapel Hill desire to resolve their disputes on mutually agreeable terms;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Boyer Family and UNC-Chapel Hill hereby agree to the following terms of settlement in full satisfaction of all claims or potential claims which have been, or could have been, asserted by the Boyer Family against UNC-Chapel Hill (or any of the individuals or entities listed in Section III below) or by UNC-Chapel Hill against the Boyer Family, through the Effective Date of this Agreement (defined in Section XII below):

I. WARRANTIES

A. Each party warrants and represents to the other that it has been fully informed and has full knowledge of the terms, conditions and effects of this Agreement.

B. Each party warrants and represents to the other that no promise or inducement has been offered or made except as herein set forth, and that this Agreement is executed without reliance upon any statement or representation by any other party or agent.

C. Each party warrants and represents to the other that they have been advised to consult with legal counsel and have consulted with legal counsel prior to executing this Agreement.

II. OBLIGATIONS

A. The Boyer Family will:

1. Agree to the terms of the releases and assurances in Section III.A. below;
2. Agree to the non-disparagement and confidentiality provisions in Sections IV and V below; and

3. Agree to be responsible for any and all federal, state and/or local tax liability or consequences that could arise as a result of the monetary payments provided pursuant to this Agreement as provided in Section VI of this Agreement.

B. Having received written approval of the terms of this Agreement from the North Carolina Attorney General's Office, UNC-Chapel Hill will:

1. Pay Seven Hundred Ninety-Five Thousand Dollars (\$795,000.00) via check made payable to "Jerome P. Trehy, Jr., P.A. in Trust for Jackson Boyer" which payment covers all of Jackson Boyer's actual or potential personal injury claims, including but not limited to, any claim for damages, attorneys' fees and litigation expenses. Jerome P. Trehy, Jr., P.A. will be required to execute a Form W-9 as a condition to receiving the settlement payment;

2. Pay the mediator's fees and expenses in full;

3. Continue its good faith, best efforts towards developing healthy team cultures, taking into account the recommendations of the University's current working group tasked with addressing student issues involving hazing and bullying;

4. Agree to the terms of the releases and assurances in Sections III.B below; and

5. Agree to the non-disparagement and confidentiality provisions in Sections IV.B and V.B below.

III. RELEASES AND ASSURANCES

A. In consideration of the compensation received above in Section II.B.1 of this Agreement and other mutual obligations entered into pursuant to this Agreement, the Boyer Family, on behalf of themselves, their heirs, executors, administrators, successors and assigns, hereby releases, acquits, and forever discharges The State of North Carolina, The University of North Carolina, the Board of Governors of the University of North Carolina, UNC-Chapel Hill and all current and former trustees, officers, agents and employees of the above-named entities (in both their official and individual capacities), all students or former students of UNC-Chapel Hill who could be held individually or jointly and severally liable, and all successors of the above-named entities and individuals, from all claims, actions, causes of action, demands, rights, damages, costs, sums of money, accounts, covenants, contracts, promises, attorney fees and all liabilities or obligations of any kind or nature whatsoever at law, in equity, or otherwise, that the Boyer Family ever had, now has or may have, individually or collectively, from the beginning of time through the Effective Date of this Agreement.

B. UNC-Chapel Hill releases, acquits and forever discharges the Boyer Family from all claims, causes of action, demands, rights, damages, costs, sums of money, accounts, covenants, contracts, promises, attorney fees and all liabilities or obligations of any kind or nature whatsoever

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at law, in equity, or otherwise, which UNC-Chapel Hill ever had, now has or may have had against the Boyer Family from the beginning of time through the Effective Date of this Agreement.

IV. NON-DISPARAGEMENT

A. The Boyer Family agrees that neither they, nor their agents, representatives or attorneys, shall make any negative or disparaging comments, whether written or oral, to any person or entity about UNC-Chapel Hill or its current and former employees or students; provided, that no provision of this Agreement shall prevent the Boyer Family from making any statement or report required by court order, subpoena or applicable law.

B. The University agrees to instruct its current employees Bubba Cunningham, Larry Fedora, and other members of the current football coaching staff employed on the Effective Date of this Agreement to not make disparaging comments, whether written or oral, to any person or entity about the Boyer Family unless required by court order, subpoena or applicable law. The parties acknowledge that the University's obligation pursuant this Section IV.B exists only for the period of time that the above-identified employees remain employed at the University.

V. CONFIDENTIALITY

A. The Boyer Family, including their agents, representatives and attorneys, agree to maintain the confidentiality of this Agreement, including any and all terms and conditions of this Agreement. This provision includes not disclosing, causing to be disclosed, discussing, publicizing, circulating, or advertising this Agreement, including any and all facts or information related to this Agreement and the negotiation thereof, to any person, corporation, association, governmental agency, or other entity; provided, however that the Boyer Family may disclose this Agreement to their treating clinicians, financial advisors or tax advisors/preparers, so long as they obtain prior commitment from such individuals to follow the confidentiality provisions of this Section. If asked about this Agreement or the matters giving rise to this Agreement, the Boyer Family shall respond by stating only that "the matter was resolved."

B. To the extent permitted by law, the University agrees to maintain the confidentiality of this Agreement, including any and all terms and conditions of this Agreement. The University agrees to instruct Bubba Cunningham, Larry Fedora, the Senior Associate Director of Athletics and the Vice Chancellor of Communications and Public Affairs to respond to inquiries about this Agreement or the matters giving rise to this Agreement by stating only that the "matter was resolved"; provided, however, that it shall not be a violation of this provision for individuals within the University to comply with the North Carolina Public Records Act or other applicable law, or to disclose information about this Agreement or matters giving rise to this Agreement as needed or required to administer its provisions or in the ordinary course of its legitimate business.

VI. TAX MATTERS

The parties acknowledge that the payment provided for in Section II.B.1 of this Agreement is intended to constitute compensation for alleged damages on account of "physical injuries or illness" within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as

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amended. Nevertheless, the Boyer Family agrees that they shall be solely responsible for remitting all state and federal taxes, if any, associated with the payments identified in Section II.B.1 of this Agreement to the appropriate federal and/or state tax authorities. The Boyer Family further agrees to indemnify and hold UNC-Chapel Hill harmless for any amount of taxes, penalties and court costs incurred by UNC-Chapel Hill and in any way related to the tax treatment of any payments made pursuant to this Agreement.

VII. COMPROMISE OF DISPUTED CLAIMS

Each party understands and agrees that this settlement is in compromise of disputed claims; that no covenant herein is to be construed as an admission of liability on the part of any party hereby released; that each party hereby released denies any liability for such claims; and that each party intends by entering into this Agreement to resolve the disputed claims between them without further litigation.

VIII. EFFECT OF AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the parties or their agents, officers, employees, successors, assigns, heirs, executors, and administrators.

IX. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of North Carolina. Any dispute regarding or arising out of this Agreement will be heard in the state or federal courts of the State of North Carolina.

X. ENTIRE AGREEMENT

All parties agree that this Agreement shall not be subject to any claims of mistake of fact, that it expresses a full and complete settlement, and that it is intended to avoid further dispute and that it is to be final and complete. All parties further agree that this Agreement sets forth the entire agreement between the parties with regard to the matters set forth herein, and fully supersedes any and all prior discussions or agreements that the parties made have had or made regarding the settlement of their disputes.

XI. SEVERABILITY

If any of the provisions of this Agreement are determined to be invalid or unenforceable, that provision so determined shall be severable from the other provisions of the Agreement, and the Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been included herein.

XII. SIGNATURES AND EXECUTION

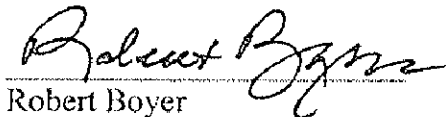
The parties agree that electronic or photocopy signatures shall be treated as original signatures, and the Agreement may be executed in counterparts, each of which shall be deemed to be an

original, but all of which, taken together, shall constitute one and the same Agreement. The parties further agree that the effective date of this Agreement shall be the date on which it has been signed by both parties. If one party signs the Agreement before the other, the effective date shall be the date on which it is signed by the second party (the "Effective Date").

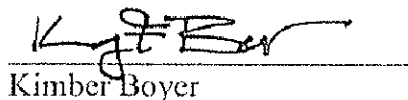
By signing this Agreement, each party acknowledges that they have read, understand and agree with the terms and conditions stated in this Agreement, that they are signing this Agreement knowingly and voluntarily, that they have had an opportunity to consult with counsel of their own choosing, and that they intend to be legally bound by it.


Jackson Boyer

6/6/16
Date

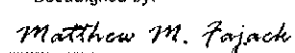

Robert Boyer

6/6/16
Date


Kimber Boyer

6/6/16
Date

UNC-Chapel Hill by:

DocuSigned by:

Matthew Fajack
Vice Chancellor
Finance and Administration

6/11/2016
Date