

**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** (“Agreement”) is made this 6<sup>th</sup> day of November, 2017, by and between West Virginia University Board of Governors for and on behalf of West Virginia University (“University”) and Robert E. Huggins (“Coach”).

**WHEREAS**, University and Coach entered into an Employment Agreement, dated May 2, 2008, and a First Amendment to Employment Agreement on November 20, 2012;

**WHEREAS**, University and Coach enter into this Agreement for purpose of replacing and superseding all other previous agreements.

As set forth below, University and Coach agree as follows:

**I. EMPLOYMENT & TERM**

Subject to the terms and conditions of this Agreement, University agrees to employ Coach as Head Basketball Coach and Coach agrees to perform in this capacity for a term continuing on July 1, 2017, and terminating at 11:59 p.m. on June 30, 2022, after which Coach will transition to Emeritus Status Coach from July 1, 2022 to June 30, 2027, and will no longer be the head basketball coach.

The one-year period beginning July 1 each year shall be deemed to be an “Agreement Year” as that term is used in this Agreement. Coach agrees and understands that he has no expectation of future or continued employment beyond the dates set forth above. Coach shall be employed as a full-time, exempt employee, by and subject to the rules and policies adopted by the University’s Board of Governors and any other policies and procedures adopted by the University, all as they may be modified from time to time. Notwithstanding any University policy or rule to the contrary, for so long as Coach is employed at University, Coach will devote all of his working time and full professional effort to the duties required of his position, and Coach will have no gainful employment with any other person, firm, corporation or legal entity except upon prior written approval of the Director of Intercollegiate Athletics (“Director”). Furthermore, upon prior written approval of the Director, Coach may serve as a trustee, director, or officer to nonprofit, charitable, family, professional, and other organizations or entities only to the extent that such service does not interfere with and is not inconsistent with Coach’s duties to the University.

**II. REPRESENTATIONS**

Coach represents and warrants that he has not violated any of the rules and regulations of the National Collegiate Athletic Association (“NCAA”), and that he is not aware of any threatened or pending NCAA investigation involving his conduct at any other NCAA member institution; excepting, any NCAA infractions or investigation already disclosed to University by Coach. Coach also represents and warrants that he is not subject to any undisclosed criminal conviction or pending investigation. Further, Coach warrants that his resume and credentials are true and accurate.

**III. COMPENSATION AND BENEFITS**

A. **Salary.** In consideration of services and satisfactory performance of the terms and conditions of this Agreement by Coach, University agrees to pay Coach an annual base salary of Two Hundred and Fifty Thousand Dollars (\$250,000.00) (“Base Salary”) for performance of duties related to traditional coaching activities while the Head Coach, and “Supplemental Compensation” for performance of duties related to promotional activities described herein while Head Coach. A portion of the Supplemental Compensation that has previously been deferred will be further deferred as set forth below and allowed by law. It is understood that Coach shall have no access to deferred compensation until the dates set out herein. University is not putting any of the deferred compensation into any separate fund(s) or individual accounts. While Coach is employed as Emeritus Status Coach, he will receive Emeritus Compensation in the amount of Fifty Thousand Dollars (\$50,000.00) for performance of duties assigned by the Director. It is currently anticipated that, as Emeritus Status Coach, he will be involved with duties such as public appearances and fund raising activities.

University agrees to compensate Coach according to the following schedule:

<b>Agreement Year</b>	<b>Base Salary</b>	<b>Supplemental Compensation (or Deferred, as applicable)</b>	<b>Emeritus Compensation</b>	<b>Total Salary for Agreement Year</b>
2017	\$250,000.00	\$3,500,000.00	\$0	\$3,750,000.00
2018	\$250,000.00	\$3,600,000.00	\$0	\$3,850,000.00
2019	\$250,000.00	\$3,700,000.00	\$0	\$3,950,000.00
2020	\$250,000.00	\$3,800,000.00	\$0	\$4,050,000.00
2021	\$250,000.00	\$3,900,000.00	\$0	\$4,150,000.00
2022	\$0	\$500,000.00 (deferred from 2012-13)	\$50,000.00	\$550,000.00
2023	\$0	\$350,000.00 (deferred from 2013-14)	\$50,000.00	\$400,000.00
2024	\$0	\$250,000.00 (deferred from 2014-15)	\$50,000.00	\$300,000.00
2025	\$0	\$75,000.00 (deferred from 2015-16)	\$50,000.00	\$125,000.00
2026	\$0	\$75,000.00 (deferred from 2016-17)	\$50,000.00	\$125,000.00

The increases in Supplemental Compensation illustrated above shall be effective on July 1 of the respective Agreement Years. Regardless of the amounts, all Base Salary, Supplemental Compensation, Deferred Compensation, and Emeritus Compensation (collectively the "Total Salary") shall be payable in at least semi-monthly installments. Payment of all Total Salary shall be in accordance with the payroll policies of University and subject to such deductions as may be required by applicable state and federal laws and regulations, and such employee benefit plans in which Coach elects to participate.

**B. Employee Benefits.** Coach will be eligible to participate in all employee benefit programs available to other University employees of like status. Such benefits shall be governed by University policies and the laws of the State of West Virginia and will include, among others, health insurance, retirement, annual leave, sick leave and all other standard benefits. Importantly, Coach agrees that he will take leave in accordance with University policies and authorizes University to process leave accordingly.

**C. Other Compensation and Incentives.**

**1. Courtesy Automobile:** At the University's discretion, Coach shall receive either two (2) courtesy vehicles or a periodic stipend reasonably calculated to offset Coach's cost of leasing and insuring a vehicle; provided, however, that prior to receipt of the vehicle, Coach shall separately agree to the terms and conditions of the Department of Intercollegiate Athletics' Wheels Club Driver Agreement.

**2. Tickets:** Coach may elect to receive the following:

- a. For each home men's basketball game hosted by the University, twenty (20) tickets;
- b. For each post-season game in which the men's basketball team participates, ten (10) tickets; and
- c. For each home football game hosted by the University, six (6) tickets.

Tickets shall be distributed to Coach as allowed by law and by the rules and regulations of the University, the athletic conference in which the University is a member and participates in for Coach's sport and the NCAA, and are subject to applicable taxes.

**3. Camps:** Coach may be entitled to additional compensation for services performed related to the youth camp(s) and/or clinic(s) held on campus as part of the Department of Intercollegiate Athletics' operations consistent with the provisions of West Virginia University Board of Governors' Policies, currently Policy No. 16, and other applicable state laws. Compensation will be dependent upon number of attendees, hours worked, or a percentage of net revenue generated by the camp and subject to the approval of the Director or designee. If entitled to additional compensation, Coach will be required to use vacation time while working the camp(s) and/or clinic(s).

**4. Annual Performance Incentives:** In addition to Total Salary, while Head Basketball Coach, University shall pay Coach annual performance incentives within One Hundred Twenty (120) consecutive days of the end of the season in which earned as set forth in Exhibit A. Coach is entitled to payment of annual performance incentives if the University reaches the goal set forth in the exhibit and, to the extent the goal is an event, Coach participates in the event. Provided, however, that payment of all annual performance incentives shall be contingent on the basketball team achieving a 930 or higher multi-year Academic Progress Rate (APR). Accordingly, Coach will not receive any annual performance incentives for the upcoming year if the basketball team does not achieve a 930 or higher multi-year APR. For the avoidance of doubt, if the basketball team fails to achieve a 930 or higher multi-year APR, Coach will not receive any annual performance incentives until that mark is reached. By way of example, if the multi-year APR is below a 930 when it is announced in the Spring of 2018, the University will award no annual incentives to Coach in the upcoming 2018-19 season or any subsequent year until the multi-year APR is 930 or higher.

**5. Athletic Apparel:** Coach may receive an allocation up to Five Thousand Dollars (\$5,000) retail value from the University's team apparel supplier which is subject to applicable taxes, if any.

**6. Annual Dues:** University will pay Coach's annual membership dues to such professional organizations related to Coach's duties as the Head Basketball Coach.

**7. Team Travel:** As Head Basketball Coach, Coach shall have the opportunity to have a maximum of four (4) guests travel with the University's basketball team to away basketball games in which a charter aircraft is used, including any postseason games. Guests will be responsible for their own lodging, meals and game tickets. The value of each trip is subject to applicable taxes, if any.

**8. Club Membership:** The University shall provide, through private dollars, a membership for Coach at Lakeview Resort. The value of the membership is subject to applicable taxes, if any.

#### **IV. PERFORMANCE**

Coach shall report to and be supervised by the Director; further, Coach will work with the Director or designee to establish a work schedule consistent with University policies. Without limiting the foregoing, Coach shall conduct himself at all times in a manner which is consistent with being an instructor of students and which presents a positive representation of West Virginia University. The parties agree that, although this Agreement is athletics related, the primary purpose and priority of the University and this Agreement is to support the University's educational mission.

Coach shall comply with all local, state or federal laws, ordinances, rules or regulations, or of any of the written rules, regulations, policies, procedures or standards of the University, the Big 12 Conference (or any other athletic conference of which the University may become a member)

or the NCAA. Coach will avoid at all times throughout the term of his employment the existence or appearance of a conflict of interest and shall comply with the applicable provisions of the West Virginia Governmental Ethics Act, W. Va. Code §§ 6B-1-1 to 3-11. Further, Coach shall adhere to NCAA Bylaw 1.1 Conduct of Athletics Personnel in the performance of his duties. Pursuant to NCAA Bylaw 11.2.1, it is stipulated by the parties that if Coach is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment as set forth in Article VII herein.

Additionally, Coach shall not knowingly or negligently permit or condone, directly or indirectly, any student, employee or other individual subject to his control or supervision, to perform any act which reflects adversely on the University, its athletic programs, or otherwise affects the operations of the program or Coach's responsibilities under this Agreement. In the event Coach violates the foregoing, Coach may be subject to disciplinary action, consistent with the terms of this Agreement, including, but not limited to, public or private reprimand, or, if appropriate, termination as determined by the Director.

Coach understands and agrees that in the course of his employment, Coach will receive and become aware of information, projects, and practices which are sensitive and confidential in nature. Coach agrees to keep all such information strictly confidential and further agree not to communicate, disclose, divulge or otherwise use – directly or indirectly – such confidential and/or sensitive information for any purpose other than the necessary and appropriate business use related to Coach's position.

With respect to assistant coaches, Coach shall provide advanced notice to Director prior to entering into any discussions or negotiations with assistant coaches, their agents or representatives, about any coaching positions.

V. **UNIVERSITY'S RIGHT TO USE OR AUTHORIZE THE USE OF COACH'S NAME, IMAGE, AND LIKENESS.**

Notwithstanding anything to the contrary contained in this Agreement, Coach agrees that the University shall have the exclusive right, commercial or otherwise, to use Coach's name, nickname(s), initials, autograph, image, photograph, picture and other likeness and other indicia of or closely identified with Coach (collectively referred to as "Personal Indicia") for the benefit of the basketball program, the Athletics Department, the University, and with respect to any contracts or sponsorship agreements entered into between the University and any sponsor, manufacturer, media rights company or vendor of athletic apparel, shoes and other products or services. Additionally, the University shall have the exclusive rights to authorize, license, or to grant any such sponsor, manufacturer, media rights company, vendor, or other party the right to use Coach's Personal Indicia; provided, however, that any such use shall be in good taste and does not reflect negatively upon Coach.

To the extent necessary, Coach hereby assigns to University all rights, title and interest to the use of his Personal Indicia, and any derivatives thereof, during the term of this Agreement, which assignment will terminate or expire when Coach's employment with University ends, except for uses related to Coach's tenure and performance at University. Coach, subject to this Agreement, is, and will remain, the sole and exclusive owner of his name and likeness and all proprietary and potentially proprietary rights therein.

**VI. PROMOTIONAL ACTIVITIES, PUBLIC APPEARANCES, & OUTSIDE INCOME**

As part of Coach's responsibilities under this Agreement, Coach shall from time to time attend and participate in certain promotional activities as directed by the Director, or designee. University agrees to consult and coordinate with Coach before scheduling such promotional activities, which consent by Coach shall not be unreasonably withheld. Such promotional activities may include, but are not limited to appearances at events sponsored by the University, the Mountaineer Athletic Club, or any other University affiliated organizations; appearances and participation in radio, television and Internet programs produced by or on behalf of the University its affiliated organizations, or other such programs licensed by the University. Such appearances and participation may include, but shall not necessarily be limited to, radio talk shows, pregame/postgame radio shows, television shows, Internet audio programs and occasional Internet features. Coach recognizes that he does not own the rights to radio, television, Internet and other programs that are broadcast or otherwise disseminated to the public in which Coach serves as a participant under this Agreement. University retains exclusive rights to services in the areas as specified herein.

Nothing contained herein shall be deemed to prevent Coach from arranging or participating in, and deriving income and/or benefits from sources outside of the University such as speaking engagements, camps, or clinics ("Outside Events"). Provided, however, Coach acknowledges and agrees that prior to committing to any Outside Events, he must notify the Director, or his designee, of the Outside Event and obtain approval. The Director may refuse to provide approval at his discretion but will not unreasonably withhold such approval. Coach may not participate in any Outside Events with businesses or corporations that compete with any of the University's corporate sponsors. Further, in accordance with NCAA Bylaw 11.2.2 regarding athletically-related income, Coach agrees to provide a written detailed account to the Director or designee, at least once annually, or more frequently upon request, for all athletically-related income, compensation, gratuities or benefits from any and all sources outside the institution.

Coach shall make no public appearance, either in person or by means of radio, television, Internet or other means or medium, or willingly allow the use of his name in connection with his relationship to the University, when any such appearance or use of name will result in unfavorable reflection upon University or conflict with Coach's duties or University's rights under this Agreement.

**VII. TERMINATION**

**A. Termination for Cause by University.** The University specifically reserves the right to terminate this Agreement without further obligation at any time for cause, which shall be deemed to include, but is not limited to, the following:

1. The commission by Coach of a significant or severe violation, whether intentional or negligent, or a pattern of any violations, of the written rules, regulations, policies, procedures or standards of the NCAA, the University or, the Big 12 Conference (or any other conference of which University may become a member), or the allowing or condoning, whether directly or by negligent supervision, of any such violation by a student, coach or other individual subject to his control or supervision, or otherwise soliciting, directing or condoning such violation by any person;

2. Any conduct of Coach in violation of any federal, state, or local criminal statute (excluding minor traffic offenses) whether prosecuted or not, or any act of moral turpitude;

3. Substance abuse or habitual insobriety;

4. Material breach of Coach's duties or any term of this Agreement by Coach;

5. Willful, negligent or intentional disregard in the performance of Coach's duties or insubordination by Coach of the reasonable instruction of the Director or his designees;

6. Fraud or dishonesty of Coach in the performance of his duties or responsibilities under this Agreement; or

7. Material misrepresentation of Coach's educational or other qualifications for employment of Coach under this Agreement; or

8. Conduct by Coach that is clearly contrary to the character and responsibilities of a person occupying Coach's position, offends the traditions of the University, brings discredit to the University; or harms the University's reputation.

In the event that Coach is terminated for cause by University, Coach shall not be entitled to, nor shall University be required to provide, any portion of the compensation, benefits and/or incentives as set forth in Article III of this Agreement, or any other entitlements under this Agreement, except Total Salary, benefits and incentive compensation actually earned and accrued but unpaid through the date of termination, all of which shall be paid within thirty (30) consecutive days of termination less all applicable taxes and other withholdings.

**B. Termination for Convenience by University.** In addition to the provisions set forth above, University also reserves the right to terminate Coach's appointment without cause, at University's convenience. In the event that University terminates Coach without cause the following shall occur:

1. Within thirty (30) days of termination University will pay to Coach all Total Salary and incentive compensation actually earned and accrued but unpaid under the terms of this Agreement and not paid as of the date of such termination, less all applicable taxes and other appropriate withholdings; and

2. Depending upon the date of termination, University will pay to Coach liquidated damages according to the following schedule, less all applicable taxes and other appropriate withholdings:

Termination Date	Liquidated Damages Payable by University
During Agreement Year 2017	<p style="text-align: center;">\$2,900,000.00                      (to be reduced on a daily prorated basis throughout Agreement Year 2017);                      Plus \$3,000,000.00;                      Plus 60% of the Remaining Sum of Total Salary for Agreement Years 2019, 2020, &amp; 2021</p>
During Agreement Year 2018	<p style="text-align: center;">\$3,000,000.00                      (to be reduced on a daily prorated basis throughout Agreement Year 2018);                      Plus 60% of Remaining Sum of Total Salary for Agreement Years 2019, 2020, &amp; 2021</p>
During Agreement Years 2019, 2020, and 2021	<p style="text-align: center;">60% of the Remaining Sum of Total Salary for Agreement Years 2019, 2020, &amp; 2021</p>

The parties agree that the aforementioned sums represent liquidated damages, are not a penalty, and shall be payable in equal monthly installments over the remaining contract term. Notwithstanding the foregoing schedules, the University and Coach reserve the right to mutually agree on a different timetable or a single lump sum payment of liquidated damages.

In consideration of the obligation of University to pay liquidated damages and other mutual promises herein, Coach, on behalf of himself and his heirs and assigns, hereby irrevocably and unconditionally releases and forever discharges, individually and collectively, the University, and its officers, directors, employees, representatives, successors, assigns, and all persons acting by, through or in concert with the University (hereinafter collectively the



“Institutional Parties”), of and from any and all charges, claims, complaints, demands, liabilities, causes of action, losses, costs or expenses of any kind whatsoever, known or unknown, suspected or unsuspected, that Coach may now have, has ever had, or in the future may have against the University and the Institutional Parties by reason of any act, omission, transaction, or event occurring up to and including the date of termination of this Agreement.

3. Notwithstanding Section VII.B.2, with respect to the amount set forth in the liquidated damages schedule that corresponds to Agreement Years 2017, 2018, 2019, 2020, and 2021, Coach must diligently seek mitigation of University’s payment obligation by obtaining full-time basketball related employment. Coach shall provide University with a written report of the specific efforts undertaken in this regard within thirty (30) days of termination and each thirty (30) days thereafter; provided, however, that if Coach secures full-time basketball related employment elsewhere, he shall notify University within three (3) business days of the terms of such employment, including the amount of income resulting directly or indirectly. For Agreement Years 2018 through 2021, University’s financial obligation under this Agreement shall cease if Coach earns more than that what is owed to him or, if he does not earn more than what was owed by University, the amount that is owed will be reduced by the amount of the basketball-related income received by Coach.

4. Notwithstanding Section VII.B.2, all Deferred Compensation will be paid in the Agreement Year indicated in Section III, A.

C. **Termination by Coach.** Coach agrees that he will not personally or, directly or indirectly, through any agent or representative, inquire into, seek, negotiate for, or accept other full-time or part-time employment of any nature at any time during the term of this Agreement without first having obtained the written permission of the Director, which permission shall not be unreasonably withheld. In the event that Coach terminates without cause, the following shall occur:

1. Within thirty (30) consecutive days of termination University will pay to Coach all Base Salary, Supplemental Compensation, and incentive compensation actually earned and accrued but unpaid under the terms of this Agreement and not paid as of the date of such termination, less all applicable taxes and other appropriate withholdings; and

2. Coach and University agree that the damages incurred by the University would be uncertain and not susceptible to exact computation, in the event Coach terminates this agreement without cause. As such, the University shall be paid liquidated damages according to the following schedule:

a. Three Million Dollars (\$3,000,000) if Coach terminates between the date first written above and December 31, 2017;

- b. Two Million Five Hundred Thousand Dollars (\$2,500,000) if Coach terminates between January 1, 2018 and December 31, 2018; and
- c. One Million Dollars (\$1,000,000) if Coach terminates between January 1, 2019 and December 31, 2021.

The parties have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the fact that University will incur administrative, recruiting, resettlement, and other costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement prior to its expiration, which damages are extremely difficult or impracticable to determine with certainty. The payment of the liquidated damages shall constitute adequate and reasonable compensation to the University for the damages and injury suffered because of termination by convenience by Coach; it is not, nor be construed to be, a penalty.

**D. Inability to Perform.** In the event of the inability of Coach to continue to perform the essential functions of his position under this Agreement by reason of death, disability resulting in the inability to perform for ninety (90) days or longer, or permanent retirement, this Agreement shall terminate and all future obligations between the parties shall cease. The parties further agree that in the event that Coach is unable to continue to perform his obligations under this Agreement and the Agreement is terminated pursuant to this Article VII (D), Coach shall be entitled to all earned and accrued Total Salary, benefits and incentive compensation earned but unpaid as of the date of his inability to perform. Such compensation shall be paid to Coach or his estate or beneficiaries, as the case may be, in addition to standard University benefits, if any.

**E. Coach's Obligation Upon Separation from University.** All materials or articles of information, including without limitation, keys, keycards, cell phones, computers, equipment, parking passes, unused athletic event tickets and the like, the right to claim such tickets of the like, automobiles, personnel records, recruiting records, team information, video, statistics or any other material documents, correspondence, or other data furnished to the Coach by the University or developed by the Coach, whether directly or by others under his supervision and control, on behalf of the University for the University's use or otherwise in connection with the Coach's employment hereunder shall remain the sole property of the University. Coach shall cause any and all such materials in his possession or control to be delivered to the University by or before close of business on the date of his termination of employment. This provision shall apply equally to written and electronic materials and records. Coach understands that he will be responsible to pay for any lost, damaged, or unreturned University property by or before close of business on the date of his termination of employment.

**F. Coach's Retirement as Head Coach.** If Coach should choose to retire as Head Coach prior to Agreement Year 2021, the Emeritus Status will commence at that point in time, with deferred and Emeritus Compensation beginning immediately at the rates set out for Agreement Years 2022 to 2026, with the end term of the Agreement being reached in five consecutive years from the beginning of Emeritus Coach Status.

**G. Coach's Continuation as Head Coach.** Coach may elect to pursue a mutual option to continue as the Head Coach past Agreement Year 2021 if written notice is given to the Director of Athletics by September 1 of Agreement Year 2020. Mutual option shall mean that both Coach and the Athletic Director are in agreement upon Coach continuing as Head Coach, and a mutually acceptable employment agreement is reached between Coach and University. If a mutual option is agreed upon for Agreement Year 2022, then future mutual options may be explored if Coach gives written notice to the Director of Athletics each year by September 1 (e.g. give notice by September 1 of Agreement Year 2021 to potentially continue as head coach in Agreement Year 2023). The Director of Athletics will respond in writing to Coach's notice within 30 calendar days of receiving any such notice. Continuation as Head Coach beyond Agreement Year 2021 will not affect the term of this Agreement, which runs through June 30, 2027. Thus, if Coach continues as Head Coach beyond Agreement Year 2021, the years of Emeritus Status will be reduced accordingly; this will not affect deferred compensation payments. Coach will serve as Emeritus Coach Status for a period no shorter than two (2) calendar years. In the event Coach's continuation as Head Coach extends beyond Agreement year 2025, the years of Emeritus Status will be adjusted to include a minimum of two (2) calendar years.

#### **VIII. GRIEVANCE PROCESS**

Resolution of any employment grievance that Coach shall be governed by the West Virginia Public Employees Grievance Procedure (W. Va. Code §§ 6C-2-1 to -7).

#### **IX. HEADINGS**

The headings of the articles and sections contained in this Agreement are for reference purposes only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

#### **X. ENTIRE AGREEMENT; AMENDMENT**

It is mutually understood that this Agreement and the attached cover letter and exhibits contain all of the terms and conditions to which the parties have agreed and that no other understandings or representations, either oral or written, unless referenced in the preceding paragraphs, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto. Any modification, amendment or addendum to this Agreement shall be effective only if made in writing and signed by both parties hereto.

#### **XI. SEVERABILITY**

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby, and such remaining provisions shall remain in full force and effect.

**XII. APPLICABLE LAW**

This Agreement is made and entered in Monongalia County in the State of West Virginia, and the laws of West Virginia shall govern its validity, interpretation, performance, and enforcement by the parties of their respective duties and obligations hereunder.

**XIII. VOLUNTARY AGREEMENT**

This Agreement is the result of arm's-length negotiation between the parties, and the parties have had the opportunity to be represented by counsel of their own choosing, which includes but is not limited to, legal advice of tax consequences relative to the compensation herein. Each party enters into this Agreement freely and voluntarily and with the full intent to be bound hereby.

**XIV. NOTICE**

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing and sent by registered or certified mail to the other party at the address stated here:

COACH: Last Address on File with the University

UNIVERSITY: Director of Intercollegiate Athletics  
West Virginia University  
PO Box 0877, Morgantown, WV 26507-0877

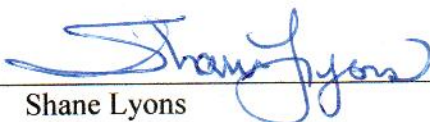
With a Copy to:  
General Counsel's Office  
West Virginia University  
105 Stewart Hall, PO Box 6204, Morgantown, WV 26506-6204

**BY THEIR SIGNATURES BELOW**, the parties have executed this Agreement as of the day and year first above written.

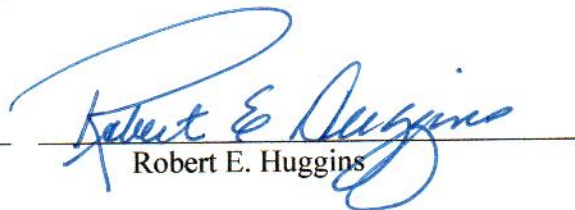
**WEST VIRGINIA UNIVERSITY  
BOARD OF GOVERNORS ON BEHALF  
OF WEST VIRGINIA UNIVERSITY**

By

Shane Lyons



Robert E. Huggins



**EXHIBIT A - OTHER COMPENSATION, AND INCENTIVES**

**ANNUAL PERFORMANCE INCENTIVES**

As set forth in the Agreement, Coach is entitled to the following annual performance incentives during Agreement years 2017 through 2021:

- a. NCAA Tournament Appearances (cumulative)
  - i. First Round \$20,000
  - ii. Second Round \$30,000
  - iii. Third Round \$40,000
  - iv. Fourth Round \$40,000
  - v. Final Four \$100,000
  - vi. National Championship \$200,000
- b. Big 12 Conference (or any other athletic conference that University joins during the Term)
  - i. Regular Season First Place or Tie \$40,000
  - ii. Regular Season Second Place or Tie \$30,000
  - iii. Regular Season Third Place or Tie \$20,000
  - iv. Regular Season Fourth Place or Tie \$10,000
  - v. Tournament Championship \$40,000
  - vi. Tournament Runner-up \$30,000
- c. Season Ticket Sales\* (not cumulative)
  - i. Season ticket sales exceeds 5,000 \$10,000
  - or
  - ii. Season ticket sales exceeds 6,000 \$20,000

\*Season ticket sales includes full packages, WVU employee seasons and mini-packages.
- d. Coach of the Year Awards (cumulative)
  - i. Big 12 Coach of the Year \$30,000
  - ii. National Coach of the Year \$50,000

(As selected by NABC and/or Associated Press. Selection by both will not increase incentive)
- e. Annual Academic Performance Rating (cumulative i-ii)
  - i. At least 930 \$10,000
  - ii. At least 950 \$20,000
  - iii. Team Grade Point Average of 2.65 (combined fall and spring semester) \$10,000

**WEST VIRGINIA UNIVERSITY  
BOARD OF GOVERNORS ON BEHALF OF  
WEST VIRGINIA UNIVERSITY**

By Shane Lyons  
Shane Lyons

Date: 11/6/17

Robert E. Huggins  
Robert E. Huggins

Date: 11/06/17