

January 4, 2019

Neal Brown



Re: Letter of Agreement for Head Football Coach

Dear Coach Brown:

It is my pleasure to offer you the position of Head Football Coach at West Virginia University ("University") under the following terms and conditions. Importantly, the University reserves the right to terminate this Letter of Agreement in the event the background check conducted by the University is not satisfactory to the University.

Your appointment shall begin on January 7, 2019 ("Effective Date") and continue through December 31, 2024 ("Termination Date"). Such term may be extended if and only if the parties mutually agree and the extension is memorialized in writing. The one-year period beginning January 1 each year shall be deemed to be an "Agreement Year" as that term is used in this Agreement.

Further, by accepting this offer, you represent and warrant that you have not violated any of the rules and regulations of the National Collegiate Athletic Association ("NCAA"), and that you are not aware of any threatened or pending NCAA investigation involving your conduct at any NCAA member institution. Further, you warrant that your resume and credentials are true and accurate.

In consideration of your services and satisfactory performance of the terms and conditions of this Agreement, University agrees to pay you an annual base salary of Two Hundred and Fifty Thousand Dollars (\$250,000) (the "Base Salary") for performance of duties related to traditional coaching activities, and "Supplemental Compensation" for performance of duties related to promotional activities promotional activities which 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. University agrees to compensate you according to the following schedule:

Agreement Year	Base Salary	Supplemental Compensation	Total Compensation
Effective Date to December 31, 2019	\$250,000.00	\$2,800,000.00	\$3,050,000.00
2020	\$250,000.00	\$2,850,000.00	\$3,100,000.00
2021	\$250,000.00	\$2,900,000.00	\$3,150,000.00
2022	\$250,000.00	\$2,950,000.00	\$3,200,000.00
2023	\$250,000.00	\$3,000,000.00	\$3,250,000.00
2024	\$250,000.00	\$3,050,000.00	\$3,300,000.00

Payment of Total Compensation 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 you elect to participate. You will be employed 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 and the Department of Intercollegiate Athletics, all as they may be modified from time to time.

In addition to your Total Compensation, you 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, you agree that you will take leave in accordance with University policies and authorizes University to process leave accordingly.

Please recognize that the definitive legal obligations associated with your employment shall include the above described terms, as well as the following additional terms:

- 1. Early Termination by Employee:** In the event that you terminate this Agreement without first obtaining a release from the University, you agree to either pay, or cause to have paid, to University, liquidated damages in accordance with the following:

Termination Date	Liquidated Damages Payable by Coach
On or before December 31, 2020	\$4,000,000.00
January 1, 2021 through December 31, 2021	\$3,500,000.00
January 1, 2022 through December 31, 2022	\$2,500,000.00
January 1, 2023 through December 31, 2024	\$1,000,000.00

With respect to amounts due for termination on or before December 31, 2020, the foregoing amount shall be paid as follows: \$3,000,000 within thirty (30) days of termination with any remaining amount due within one (1) year of termination. All other amounts due for termination on or after January 1, 2021 shall be paid within thirty (30) days of termination.

- 2. Early Termination Without Cause by University:** In the event that University terminates you without cause, University will pay, in equal monthly installments from legally available funds until the Termination Date, all Base Salary, benefits and incentive compensation actually

earned and accrued but unpaid through the notice of termination for convenience, and liquidated damages in accordance with the following:

Termination Date	Liquidated Damages Payable by University
On or before December 31, 2020	100% of Remaining Total Compensation
January 1, 2021 through December 31, 2024	75% of Remaining Total Compensation

Provided, however, that University's obligation to pay liquidated damages 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 football-related income received by Coach.

3. Termination for Cause: The University reserves the right to terminate this Agreement for cause, which shall be deemed to include, but is not limited to, the following: material breach of this Agreement; misrepresentation of information on your resume or credentials or any other fraud or dishonesty under this Agreement; any conduct in violation of any federal, state, or local criminal statute (excluding minor traffic offenses) whether prosecuted or not, or any act of moral turpitude; insubordination of the reasonable instruction of the Director of Intercollegiate Athletics; or conduct that is clearly contrary to the character and responsibilities of a person occupying you position, offends the traditions of the University, brings discredit to the University; or harms the University's reputation.

4. Other Compensation:

- a. **Vehicles:** You shall receive two (2) courtesy automobile; provided, however, prior to receipt of the automobile, you shall separately agree to the terms and conditions of the Department of Intercollegiate Athletics' Wheels Club Driver Agreement.
- b. **Tickets:** You may elect to receive (1) suite for each home football game, five (5) tickets for each men's basketball game, five (5) tickets for each home women's basketball game, and if applicable, twenty (20) tickets for each Conference Championship game and post-season bowl game in which the University's football team participates. Such tickets shall be distributed as allowed by law and by the rules and regulations of WVU, the Big 12 Conference and the NCAA, and are subject to applicable taxes.
- c. **Sports Camps:** You may be entitled to additional compensation for services performed related to 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.

- d. **Athletic Apparel:** You are entitled to an allocation from the University's team apparel supplier totaling Five Thousand Dollars (\$5,000.00) which is subject to applicable taxes.
- e. **Club Membership:** University shall provide you a family membership to the Pines Country Club which will be subject to applicable taxes, if any.

5. Performance Incentives: You are entitled to the following annual performance incentives:

- a. Big 12 Conference (or any other athletic conference that University joins during the term of this Agreement) (cumulative)
 - i. Participating in Conference Championship Game \$100,000
 - ii. Winning Conference Championship Game \$150,000
 - iii. If the Conference does not have a Conference Championship Game in a particular Agreement Year, and University is named the Big 12 (or successor conference) Champion in that same year: \$250,000
- b. Post Season Bowls when team finishes with a win-loss percentage at or above 0.500 (cumulative)
 - i. Non-College Football Playoff Bowl Appearance (Big 12 Lower Tier) \$25,000
 - ii. Non-College Football Playoff Bowl Win (Big 12 Lower Tier) \$25,000
 - iii. Non-College Football Playoff Bowl Appearance (Big 12 Higher Tier- Alamo, Camping World, Texas) \$50,000
 - iv. Non-College Football Playoff Bowl Win (Big 12 Higher Tier- Alamo, Camping World, Texas) \$50,000
 - v. College Football Playoff ("CFP") Bowl Appearance \$150,000
 - vi. CFP Bowl Win \$150,000
 - vii. CFP Semifinal Appearance \$200,000
 - viii. CFP National Championship Appearance \$250,000
 - ix. CFP National Championship Title \$300,000
- c. Coach of the Year Awards (cumulative)
 - i. Big 12 Coach of the Year \$50,000
 - ii. National Coach of the Year (only one) (Eddie Robinson, Walter Camp, Bobby Dodd, Bear Bryant, AP) \$100,000
- d. Academic Performance Rating (not cumulative)
 - i. 945 to, but not including 965 \$20,000
 - ii. 965 or higher \$30,000

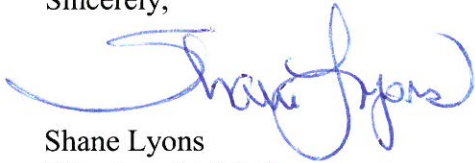
6. Obligation to Troy University: The University will take reasonable steps to satisfy your existing financial obligation of Three Hundred Thousand Dollars (\$300,000) to Troy University in a manner that is tax neutral to you.

7. **Staff Pool:** The University will allocate an assistant coach personnel budget of not less than Three Million Five Hundred Thousand Dollars (\$3,500,000.00).

Until such time that a final formal employment agreement is signed, this Letter of Agreement shall serve as your binding employment agreement. It is mutually understood that this Agreement contains all of the terms and conditions to which the parties have agreed; further, West Virginia law will govern this Agreement's validity, interpretation, performance, and enforcement.

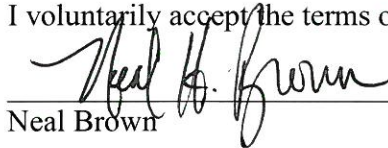
Within five (5) calendar days of your acceptance of this offer of employment, the University will submit to you or your representative a formal employment contract for review and approval. A good faith effort shall be taken by you and the University to finalize and sign a formal employment contract as soon as possible.

Sincerely,



Shane Lyons
Director of Athletics

I voluntarily accept the terms of employment as stated above.


Neal Brown

1/4/19
Date