

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made this 7th day of August, 2012, by and between the West Virginia University Board of Governors for and on behalf of West Virginia University (hereinafter "University") and Dana Holgorsen (hereinafter "Holgorsen").

WHEREAS, University and Holgorsen executed and approved on the 14th day of December, 2010, a "Coaching Contract Term Sheet" (the "Term Sheet") that set forth certain provisions related to Holgorsen's employment at the University;

WHEREAS, University and Holgorsen mutually agree and acknowledge that through the date first written above, each party has substantially complied with the Term Sheet;

WHEREAS, University and Holgorsen agree to replace the Term Sheet and any other agreements, written or unwritten, with this single superseding Agreement which modifies the terms first agreed upon and more thoroughly articulates the rights and responsibilities of each party;

WHEREAS, Holgorsen performed the services of offensive coordinator prior to June 10, 2011; since that date, Holgorsen has been performing the services of head coach of the University's football team; and, pursuant to the terms and conditions stated in this Agreement, Holgorsen will continue to serve in this same capacity.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged by the parties, University and Holgorsen agree as follows:

I. EMPLOYMENT

Subject to the terms and conditions contained herein, Holgorsen shall be employed as the University's Head Football Coach. In this capacity, Holgorsen shall be a full-time, Non-Classified administrative 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 and without notice. Subject to the provisions of Articles II and V below, the term of the appointment is made by the Director of Intercollegiate Athletics at West Virginia University (the "Director").

II. TERM

This Agreement shall be for a term beginning on the date first written above, and terminating at 11:59 p.m. on the 13th day of December, 2017 ("the Termination Date"). For purposes of this Agreement, the one-year period beginning January 1st of each year shall be deemed to be an "Agreement Year" as that term is used in this Agreement; as such, Agreement Year 1 shall correspond with January 1, 2012, through December 31, 2012, and so on.

III. COMPENSATION AND BENEFITS

A. **Salary.** In consideration of services and satisfactory performance of the terms and conditions of this Agreement by Holgorsen, University agrees to pay Holgorsen a "Base Salary" for performance of duties related to traditional coaching activities, and "Supplemental Compensation" for performance of duties related to promotional activities, as further set forth in Section III(C)(4), below. Holgorsen shall receive prorated total compensation at a rate of \$2,300,000.00 beginning on the date first written above, for the remainder of Agreement Year 2012 (\$250,000.00 as Base Salary and \$2,050,000.00 as Supplemental Compensation); thereafter, University agrees to compensate Holgorsen according to the following schedule:

Agreement Year	Base Salary	Supplemental Compensation	Total Compensation
2013	\$250,000.00	\$2,250,000.00	\$2,500,000.00
2014	\$250,000.00	\$2,450,000.00	\$2,700,000.00
2015	\$250,000.00	\$2,550,000.00	\$2,800,000.00
2016	\$250,000.00	\$2,650,000.00	\$2,900,000.00
2017	\$250,000.00	\$2,650,000.00	\$2,900,000.00

The increases in Supplemental Compensation illustrated above shall be effective on January 1 of the respective Agreement Years.

Regardless of the amounts, all Base Salary and Supplemental Compensation shall be payable in semi-monthly installments. Payment of all Base Salary and Supplemental 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 or regulations, and such employee benefit plans in which Holgorsen elects to participate.

B. **Employee Benefits.** Holgorsen will be eligible to participate in all employee benefit programs available to other University administrative employees and will include, among others, health insurance, retirement, vacation, sick leave and all other standard benefits.

C. Other Benefits, Compensation and Incentives.

1. **Courtesy Automobiles:** As Head Football Coach, Holgorsen may elect to receive as many as two (2) courtesy automobiles. In the event that Holgorsen requests a second automobile, the University shall have as many as sixty (60) days to provide it. Provided, however, that prior to receipt of the automobile(s) contemplated above, Holgorsen shall separately agree to the terms and conditions of the Department of Intercollegiate Athletics' Wheels Club Driver Agreement and shall be bound by the same for the duration of this Agreement.

2. **Tickets:** As Head Football Coach, Holgorsen may elect to receive the following:

(a) For each home football game hosted by the University, one (1) suite, if available, as determined by the University; in the alternative, a maximum of twenty-five (25) premium tickets;

(b) For each road football game in which the University plays, twenty (20) premium tickets;

(c) For any post-season bowl in which the University plays, ten (10) premium tickets;

(d) For each home men's and women's basketball game, eight (8) tickets.

Such tickets and/or the suite, as appropriate, shall be distributed to Holgorsen as allowed by law and by the rules and regulations of the University, the Big 12 Conference (or any other athletic conference of which the University may become or is a member) and the NCAA, and are subject to applicable taxes.

3. **Camps:** As Head Football Coach, Holgorsen shall operate at least one (1) youth football camp and/or clinic (the "Camps") on campus as part of the Department of Intercollegiate Athletics' operations, or as mutually agreed upon by the parties, at times that are agreeable to the University and consistent with and subject to all applicable University policies or procedures that may govern or dictate the operations of the Camps, including but not limited to West Virginia University Board of Governors Policy No. 16 as it may be amended from time to time, and other applicable state law. To the extent that such is controlled by the University and in accordance with University policies, procedures, and the law, Holgorsen shall be entitled to the net profits therefrom after the payment of expenses associated with the camp, including room and board, personnel, standard University overhead charges and other costs associated with the Camps.

Solely in connection with such camps, and only after prior approval, Holgorsen shall have permission to use the terms "West Virginia University", "West Virginia Football", "Mountaineer Football" and associated logos, trademarks and designs (collectively, "WVU Logo(s)"). Permission shall not include the ability to sell, manufacture or distribute, or contract for the sale, manufacture, or distribution of WVU Logo merchandise, or otherwise to sublicense WVU Logos. Such permission shall be granted or denied solely at the discretion of, first, the Director; but, ultimately, the University's Office of Trademark Licensing Services.

4. Supplemental Compensation: In exchange for the Supplemental Compensation described in Section III (A), Holgorsen agrees to perform duties related to promotional activities as may be required by the University, from time to time. As appropriate, the University agrees to consult and coordinate with Holgorsen and obtain his consent before scheduling such promotional activities, which consent shall not be unreasonably withheld. University will exclusively negotiate and retain all revenues from all promotional activities. Holgorsen shall be reimbursed for reasonable, documented travel, room and board expenses incurred as a result of such promotional activities. Such promotional activities shall include, but are not limited to:

(a) A minimum of twelve (12) appearances per Agreement Year at events sponsored by the Mountaineer Athletic Club or WVU affiliated organizations and sponsors.

(b) Appearances and participation in radio, television and Internet programs produced by or behalf of the University, its affiliated organizations, and/or other such programs licensed to other entities by University. Such appearances and participation shall include, but not be limited to, weekly radio talk shows, pregame/postgame radio shows, weekly television shows, regular Internet programs and features. University shall own all rights and retain any and all revenues to radio, television, Internet and other programs that are broadcast or otherwise disseminated to the public in which Holgorsen serves as a participant whether arranged by the University or by Holgorsen. University retains exclusive rights to Holgorsen's services in these areas.

(c) Holgorsen shall make at least one (1) personal appearance during each year of this Agreement at activities or functions of The Coca-Cola Company or the Coca-Cola Bottling Co. Consolidated, or successor soft-drink beverage sponsor of the University. Holgorsen shall make at least one (1) personal appearance during each year of this Agreement at activities or functions of United Bank, or successor financial services sponsor of the University's Intercollegiate Athletics program.

(d) Holgorsen agrees that University has the exclusive right to select footwear, apparel, uniform and/or equipment for the use of its student-athletes and staff during official practices and games. University agrees to consult with Holgorsen when it selects equipment, footwear, uniforms and/or apparel that have a significant impact upon the University's football team. Holgorsen recognizes that University has entered into an agreement with a manufacturer to supply University with athletic footwear, apparel, uniforms and/or equipment. Holgorsen agrees to consult with appropriate parties concerning product design or performance. Holgorsen agrees to make at least two (2) personal appearances, including as an instructor or lecturer, during each year of this Agreement at activities, clinics or functions sponsored in whole or part by manufacturer, or successor, as a University footwear/apparel sponsor.

(e) Participation in promotional and other activities as may be reasonably requested by University.

5. Retention Payments: Holgorsen shall receive Seventy Five Thousand Dollars (\$75,000.00) payable annually as a retention payment if employed pursuant to this Agreement on December 8 of each Agreement Year. Holgorsen shall receive Fifty Thousand Dollars (\$50,000.00) as a one-time retention payment if employed pursuant to this Agreement on March 1, 2013. Holgorsen shall receive Three Hundred Thousand Dollars (\$300,000.00) as a one-time payment on March 1, 2014 unless Holgorsen previously terminates the agreement for Convenience or is terminated by the University for Cause in accordance with sections V(A) or V(D) below. All amounts due under this provision shall be payable to Holgorsen in a single, lump-sum payment, less applicable taxes and other appropriate withholdings, no later than one hundred and twenty (120) days after the University's obligation has accrued.

6. Annual Performance Incentives: The University shall pay Holgorsen certain specific incentives for attainment of, and participation in, the items set forth more fully in Exhibit 2. Incentive payments, less applicable taxes and other appropriate withholdings, shall be made within one hundred twenty (120) consecutive days of the end of the season in which earned; provided, however, that in no event shall Holgorsen be entitled to receive more than a total of Six Hundred Thousand Dollars (\$600,000.00) per Agreement Year as payment for incentives.

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

8. Athletic Apparel: As Head Football Coach, Holgorsen may elect to receive an athletic apparel allocation equal to the amount of Five Thousand Dollars (\$5,000.00) retail value from the University's team apparel supplier which will be subject to applicable taxes, if any.

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

IV. PERFORMANCE

A. **General Obligations.** In the performance of all duties and employment obligations of this Agreement, Holgorsen shall report to and be under the direct supervision of the Director. Without limiting the foregoing, Holgorsen shall conduct himself at all times in a manner which is consistent with his position as an instructor of students and which presents a positive representation of West Virginia University. The parties agree that, although this Agreement is sports related, the primary purpose of the University and this Agreement is to support the University's educational mission. The educational purposes of the University shall have priority in the various provisions of this Agreement. Holgorsen will perform his duties as assigned by the Director and will otherwise perform the requirements of the respective job descriptions for the position of Head Football Coach, as appropriate, as they may from time to time be changed at the sole discretion of the Director (to the extent not inconsistent with the terms of this Agreement) attached as Exhibit 1 (Head Football Coach) hereto and incorporated herein by reference. Holgorsen will use best efforts to comply with the reasonable goals and objectives established annually by the Director.

B. **Procedural, Legal, and Compliance Obligations.** Holgorsen shall not violate any local, state or federal laws, ordinances, rules or regulations, or 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 or is a member) or the National Collegiate Athletic Association ("NCAA"). Holgorsen shall adhere to NCAA Bylaw 11.1 Conduct of Athletics Personnel in the performance of his duties as Head Football Coach. Pursuant to NCAA Bylaw 11.2.1, it is stipulated by the parties that if Holgorsen 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 out in Article V herein.

C. **Supervisory Obligations.** Holgorsen shall not knowingly permit, or permit by negligent supervision, 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 adversely affects the operations of the football program or Holgorsen's responsibilities under this Agreement. In the event Holgorsen violates the foregoing, Holgorsen 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. It is understood and agreed between the parties that the University shall not reassign or transfer Holgorsen to any position other than Head Football Coach during the term of this Agreement.

D. Professional Obligation. For so long as Holgorsen is employed by the University, Holgorsen shall devote all of his professional working time and full professional effort to the duties required by the University as determined by the Director and shall not derive any income or benefits from sources outside of the University without prior written approval of the Director; approval shall only be granted to the extent that such services do not interfere with and are not inconsistent with Holgorsen's obligations to the University. Coach covenants and agrees that he shall not have the right to enter into any agreements with any individual or entity which, in the University's sole and absolute discretion, conflicts with the University's exclusive sponsors, manufacturers, media rights companies, and/or vendors of athletic apparel, shoes or other products or services.

E. Other Specific Duties and Authorities. Subject to the budgetary limitations of the University's Athletics Department, the human resources policies and procedures (and all other relevant policies and procedures) of the University, and with the approval and oversight of the Director, or the Director's designee, Holgorsen shall:

1. Manage and, as necessary, allocate an assistant coach personnel budget (the "Assistant Coach Budget") of not less than Two Million Six Hundred Thousand Dollars (\$2,600,000.00). The Assistant Coach Budget shall increase not less than three percent (3%) from year to year; provided, however, that following any season in which the football team qualifies for a post-season bowl, the Assistant Coach Budget shall increase not less than five percent (5%). Notwithstanding the foregoing, the Director, subject to relevant University policies and procedures, may increase the budget in excess of the values stated herein. This Assistant Coach Budget shall be utilized to provide each assistant coach with competitive compensation, including standard incentives.

V. TERMINATION

A. Termination for Cause by University. The University specifically reserves the right to terminate Holgorsen's appointment without further obligation at any time for cause, which shall be deemed to include the following:

1. The commission by Holgorsen of a serious or major violation or violations, of the written rules, regulations, policies, procedures or standards of the NCAA, the University or the Big 12 Conference (or any other athletic conference of which the University may become a member) or intentionally allowing or condoning with prior direct knowledge any such violation by any player, coach or other individual subject to his direct control or supervision, or if Holgorsen through gross negligence by his failure to supervise, investigate, or otherwise learn of any such violations by said players, coaches or other individuals allows or condones any such violation;

2. Conviction of a felony or conviction of a misdemeanor crime involving moral turpitude (including a plea of no contest);

3. Substance abuse or habitual insobriety which affects his job performance;

4. Material and substantial breach of any term of this Agreement by Holgorsen, which breach has gone uncured for thirty (30) days after written notice thereof by University to Holgorsen;

5. Willful, or intentional disregard and/or insubordination by Holgorsen of the reasonable instructions of the Director without such instructions having been followed within a reasonable number of days given the particular circumstances; after written notice thereof by the University to Holgorsen;

6. Willful misconduct and gross negligence of performance of duties.

In the event that Holgorsen is terminated for cause by University, Holgorsen 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 Base Salary, benefits, supplemental and incentive compensation actually earned, 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 appropriate withholdings.

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

1. Within thirty (30) days of termination University will pay to Holgorsen 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. With regard to Section III(A) only, University will pay any remaining Base Salary and Supplemental Compensation due to Holgorsen under Section III(A), as if Holgorsen had fully performed through and until the Termination Date, due less all applicable taxes and other appropriate withholdings. The parties agree that said sum represents liquidated damages and is not a penalty. All sums required to be paid by University to Holgorsen under this Section V(B)(2) shall be payable on a yearly basis, due at the end of June of each such year, representing the total amount due for each such year until the Termination Date. In consideration of the obligation of University to pay liquidated damages and other mutual promises herein, Holgorsen, 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

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Employment Agreement
Coach Dana Holgorsen

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 Holgorsen 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.

C. Termination For Cause by Coach: Holgorsen specifically reserves the right to terminate this Agreement without further obligation at any time because of serious, material and substantial breach by University and University fails to cure such breach within forty five (45) days after receiving written notice of the breach; if a breach cannot be cured within forty five (45) days but is capable of cure the University shall not be in default if, within forty five (45) days of receiving notice of breach, in good faith, it begins and continues to attempt to cure the breach. In such case, the University shall have a reasonable time to cure the breach before being in default. In the event that Holgorsen exercises his right to terminate this Agreement for cause the following shall occur:

1. Within thirty (30) days of termination University will pay to Holgorsen 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. With regard to Section III(A) only, the University will pay to Holgorsen any remaining Base Salary and Supplemental Compensation due to Holgorsen under the same section, pursuant to the terms of this Agreement, as if Holgorsen had fully performed through and until the Termination Date, less all applicable taxes and other appropriate withholdings. The parties agree that said sum represents liquidated damages and is not a penalty. All sums required to be paid by University to Holgorsen under this Section V(C)(2) shall be payable on a yearly basis, due at the end of June of each such year, representing the total amount due for each such year until the Termination Date. In consideration of the obligation of University to pay liquidated damages and other mutual promises herein, Holgorsen, on behalf of himself and his heirs and assigns, hereby irrevocably and unconditionally releases and forever discharges, individually and collectively, the University, and 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 Holgorsen 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.

D. Termination for Convenience by Coach. Holgorsen specifically reserves the right to terminate this Agreement without cause, at Holgorsen's convenience. In the event that Holgorsen terminates without cause, the following shall occur:

1. Within thirty (30) consecutive days of termination University will pay to Holgorsen 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. Holgorsen and University agree that the damages incurred by the University would be uncertain and not susceptible to exact computation, in the event Holgorsen terminates this agreement without cause. As such, the University shall be paid Two Million Dollars (\$2,000,000.00), as specified liquidated damages. The parties agree that said sum is not a penalty and shall be payable within thirty (30) consecutive days after termination. These liquidated damages will constitute full settlement of any and all adverse claims that University might otherwise assert against Holgorsen.

Notwithstanding the foregoing provisions of Section V (D), the parties reserve all and all rights to deduct, offset, or recoupment of monies that may be owed pursuant to this Agreement.

E. Death, Disability or Retirement. In the event of the inability of Holgorsen to continue to perform the essential functions of his position under this Agreement by reason of death, disability or permanent retirement, this Agreement shall thereupon terminate and all future obligations between the parties hereto shall cease. The parties further agree that in the event that Holgorsen is unable to continue to perform his obligations under this Agreement and the Agreement is terminated pursuant to this Article V (E), Holgorsen shall be entitled to all earned and accrued Base Salary, benefits, supplemental and incentive compensation earned but unpaid as of the date of death, final determination of disability or permanent retirement. Such compensation shall be paid to Holgorsen or his estate or beneficiaries, as the case may be, and shall be in addition to standard University benefits, if any.

F. Coach's Obligation Upon Termination. All materials or articles of information, including without limitation, keys, keycards, computers, that are property of the University, equipment, parking passes, automobiles, personnel records, recruiting records, team information, video, statistics or any other material documents, correspondence, or other data furnished to Holgorsen by the University or developed by Holgorsen, 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 Holgorsen's employment hereunder shall remain the sole property of the University. Holgorsen 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.

VI. 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, the parties covenant and agree that the University shall have the exclusive right, commercial or otherwise, to use Holgorsen's name, nickname(s), initials, autograph, image, photograph, picture and other likeness and other indicia of or closely identified with Holgorsen (collectively referred to as the "Personal Indicia") for the benefit of the football 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 Holgorsen's Personal Indicia; provided, however, that any such use shall be in good taste and does not reflect negatively upon Holgorsen.

To the extent necessary, Holgorsen 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 Holgorsen's employment with University ends, except for uses related to Holgorsen's tenure and performance at University. Holgorsen, 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.

VII. ATHLETICALLY-RELATED INCOME AND BENEFITS

In accordance with NCAA Bylaw 11.2.2 regarding athletically-related income and benefits, Holgorsen agrees to provide a written detailed account to the Director as the President's designee, at least once annually, or more frequently upon written request, for all athletically-related income, compensation, gratuities or benefits from any and all sources outside the University.

VIII. PUBLIC APPEARANCES

Holgorsen 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 Holgorsen's duties or University's rights under this Agreement.

IX. DRIVING STANDARDS

Holgorsen shall be subject to the driving standards and provisions set forth in the University's Department of Intercollegiate Athletics Pilot Student Transportation Reporting Program as it may be amended from time to time.

X. REPRESENTATIONS

The University and Holgorsen represent and affirm that the implementation of any provisions of the Term Sheet that are not set forth in this Agreement, if any, have been fulfilled to the satisfaction of both parties, or were otherwise waived.

Holgorsen represents and warrants that he has not violated any of the rules and regulations of the NCAA, and he is not aware of any threatened or pending NCAA investigation involving his conduct at any other NCAA member institution.

XI. 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.

XII. ENTIRE AGREEMENT; AMENDMENT

It is mutually understood that this Agreement contains 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.

XIII. 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.

XIV. 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 and interpretation and the performance by the parties of their respective duties and obligations hereunder. Any civil action that may be instituted regarding or related in any way to this Agreement must be filed and litigated in state court in a Circuit Court of the State of West Virginia.

XV. 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. Each party enters into this Agreement freely and voluntarily and with the full intent to be bound hereby.

XVI. 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:

HOLGORSEN: Original to:
Coach Dana Holgorsen
Milan Puskar Center
1 Ira Errett Rodgers Drive
Morgantown, WV 26505

Copy to:
Jeff Nalley, Esq.
2700 Post Oak Blvd., Suite 1450
Houston, TX 77056

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

Copy to:
Vice President for Legal Affairs
West Virginia University
105 Stewart Hall, PO Box 6204
Morgantown, WV 26506-6204

By their signatures below, the parties hereto have executed this Agreement as of the day and year first above written.

**WEST VIRGINIA UNIVERSITY BOARD
OF GOVERNORS FOR AND ON BEHALF
OF WEST VIRGINIA UNIVERSITY
JAMES P. CLEMENTS, President**

By 
Oliver Luck
Director of Intercollegiate Athletics



Dana Holgorsen
Head Football Coach

Exhibit 1

**WEST VIRGINIA UNIVERSITY
Intercollegiate Athletics**

**Position Description
Head Football Coach**

Incumbent:	Dana Holgorsen	Position #:	Head Coach.71
Job Type:	FEAP	Department:	Intercollegiate Athletics
FLSA:	Exempt	Date Reviewed:	July 1, 2012
Emp Status:	FTR		

Summary:

Responsible for management and performance of the varsity football program and team at West Virginia University, within the guidelines, rules and regulation of West Virginia University, the Big 12 Conference and the NCAA.

Relationships:

Reports To: Director of Intercollegiate Athletics

Direct Reports: Assistant Football Coach (9), Director for Football Operations, Administrative Assistant

Indirect Reports: Video Coordinator, Assistant Director-Football Operations, Coordinator-Recruiting Operations, Administrative Assistant, Program Assistant II, Accounting Clerk I

Responsibilities and Duties:

1. Recruit, guide, educate, and develop student-athletes to achieved their fullest potential with the fundamental characteristics and requirements that are necessary to conduct and produce a successful intercollegiate football program while instilling the importance of academic achievement at the Division I level.
2. Develop and implement efficient and effective practice and competition plans that will provide a strong foundation for the program to develop and be successful at the highest level.
3. Recruit student-athletes with a high level of academic and athletic ability, and strong character and values to attend WVU, to earn a degree and to compete in the football program.

Exhibit 1

4. **Must communicate and interact with personnel in all support areas in the athletic department, as well as with the University community, parents, alumni, fans and letter-winners.**
5. **Responsible for the search, selection and training of qualified assistant coaches with the approval of the Director of Athletics and in accordance with all department, university personnel and affirmative action programs and procedures.**
6. **Direct and manage assistant coaches (9); delegate and prioritize administrative and coaching responsibilities.**
7. **Develop and maintain a comprehensive and functional knowledge of the sport, and actively seek to develop new methods and strategies of the sport.**
8. **Schedule and conduct regular practice sessions in- and out-of-season, as permitted. Coach the team during scheduled events. Determine and implement the strategies necessary to motivate the players to maximum levels of individual and team performance.**
9. **Conduct coaches' preparatory meetings and teaching procedures for the assistant coaching staff.**
10. **Present annual budget requirements to the Associate Athletic Director for Business Operations, and is accountable for expense control compliance and administration of the sport budget.**
11. **Coordinate personal travel plans for recruiting with the Athletic Travel Coordinator.**
12. **Scout and recruit quality student-athletes and coordinates recruiting activities with the athletic compliance office. Develop working relationships with faculty and university staff to assist in recruiting process.**
13. **Monitor academic progress of all football student-athletes and ensure adherence to all academic and athletic policies.**
14. **Demonstrate an active involvement in the academic progress of student-athletes. Work closely with the Assistant Athletic Director for Academic Services to prevent academic eligibility problems.**
15. **Provide individual counseling to student-athletes, and when necessary, directs student-athlete to seek professional guidance.**
16. **Establish and ensure communication and enforcement of rules and regulations regarding student conduct, appearance, and behavior.**
17. **Assist in enforcement of mandatory study programs for student-athletes and enforces requirement for class attendance and make up course work.**

Exhibit 1

18. Perform radio, television and Internet duties as assigned for the Mountaineer Sports Network and/or other such programs licensed to other entities by the University.
19. Perform interviews with representatives of the news media at a reasonable time as needed by the sports information staff and per Big 12 Conference requirements.
20. Participate in development activities on behalf of the Mountaineer Athletic Club.
21. Participate in corporate endorsement activities arranged by the Department of Intercollegiate Athletics and/or other such activities licensed to other entities by the University, subject to prior approval of coach.
22. Participate in the marketing and promotion of the football program including, but not limited to, ticket sales, corporate sponsorships and public relations appearances.
23. Report directly to the Director of Athletics; work closely with senior athletic administrative staff and with all others involved with carrying out the philosophy and objectives of the intercollegiate athletic program.
24. Maintain knowledge of and comply with all rules, regulations, policies and guidelines of West Virginia University, the Big 12 Conference and the NCAA; must be certified per NCAA Bylaw 11.5.1.1 each year; must adhere to NCAA Bylaw 11.1 Conduct of Athletic Personnel. Failure to adhere to these policies will result in appropriate disciplinary action including possible suspension and termination.
25. Exhibit a level of expertise in their professional fields; must also treat the academic requirements necessary for progress toward a degree as a matter of the highest priority for the student-athletes in their charge and must actively encourage student-athletes to succeed academically and graduate.
26. Represent the University on the highest professional level with dignity, integrity, and strength of character and will exhibit ethical behavior; must respect the rights and dignity of individuals with sensitivity to problems that may arise from racial and ethnic differences.
27. Demonstrate a cooperative attitude towards the news media and external consistencies in order to promote the football program.
28. Demonstrate a cooperative attitude towards all other sports within the intercollegiate athletic program.
29. Possess the ability to adapt to any situation, make decisions and work independently; position must have the ability to build and maintain relationships with student-athletes, coaches, staff members and constituencies; required to use creative abilities to develop new techniques and approaches in dealing with many issues controlled by this position; responsibilities of the position are ever-changing and require constant education; requires the ability to adapt to any situation and make decisions.

Exhibit 1

30. Manage sensitive and confidential information related to student-athletes, coaches and staff utilizing discretion and correct decisions. Failure to use proper discretion at required level could result in major and significant embarrassment to the University and/or have a significant impact on image, revenues and eligibility of student-athletes.
31. Manage professional and personal time to be handle time sensitive-issues, tight deadlines, extended hours beyond the normal workday, weekend work, extensive travel and on-call availability.
32. Establish and publish rules and regulations regarding the general conduct of student-athletes which incorporate, but not limited to, appearance, practice, classroom attendance, academic responsibility, punctuality, dress code, and appearance of student-athletes on team trips and general standards of behavior; inform the student-athletes the acceptable and understandable standards of behavior and conduct; inform student-athletes that appropriate disciplinary action will be enforced by the coaches when these standards are not observed; inform student-athletes on West Virginia University, Big 12 Conference, or other appropriate conference in which University is a member, and NCAA rules and regulations prior to each season; advise their team that the University prohibits any connection with gambling and/or gambling interests by Department of Intercollegiate Athletics personnel, including student-athletes.
33. Faithfully and diligently carries out related duties of the Department of Intercollegiate Athletics, as requested or assigned by the Director of Athletics or his designee.

Requirements:

- Maintain high standard of ethics and integrity related to intercollegiate athletics
- Demonstrated knowledge of NCAA Division I intercollegiate athletics
- Demonstrated knowledge of NCAA and conference guidelines, policies, rules and regulations with the ability to interpret, apply, enforce and explain such policies and rules
- Successfully complete NCAA certification exam annually
- Maintain knowledge of state and University policies and procedures
- Exhibit strong creative, organizational and interpersonal skills
- Demonstrated knowledge of correct English, grammar, spelling, punctuation and sentence structure
- Demonstrated ability in public speaking skills
- Demonstrated ability to function professionally under high stress and confrontational circumstances
- Demonstrated ability to manage multiple tasks for extended period of time
- Demonstrated ability to independently plan and organize work
- Proactive attitude towards work and assignments
- Demonstrated ability to maintain and develop personal contacts with outside groups, i.e. student-athletes, professional representatives, fans, media, donors, University community

Exhibit 1

- Ability to maintain proper unit punctuality standards, work extended hours including nights and weekends (often with extensive walking and standing).
- Demonstrated skills in management of an intercollegiate football program
- Demonstrated knowledge of effected areas of involvement
- Demonstrated ability to manage personnel
- Ability to make administrative / procedural decisions and judgments
- Demonstrated ability to drive and travel via motor vehicle
- Maintain a valid driver's license

Education:

- Bachelor's degree is required

Experience:

- Adequate coaching experience required, preferably at the NCAA Division I level
- A proven success rate in recruiting prospective student-athletes

EXHIBIT 2
Holgorsen Incentive Payments

Regular season victories (not cumulative)

12	\$200,000
11	\$150,000
10	\$125,000
9	\$100,000
8	\$75,000

Season ticket sales including employee and mini packages (not cumulative)

34,000 season tickets sold	\$10,000
35,000 season tickets sold	\$20,000
36,000 season tickets sold	\$30,000
37,000 season tickets sold	\$40,000
38,000 season tickets sold	\$50,000

Big 12 Conference

Regular season title	\$200,000
Regular season share of title (win tie-breaker)	\$150,000
Regular season share of title or runner-up (lose tie-breaker)	\$100,000

Post Season Bowls

Non-BCS Bowl Appearance	\$25,000
Non-BCS Bowl Win	\$25,000
BCS Game Appearance	\$100,000
BCS Game Win	\$100,000
BCS National Championship Game	\$200,000
BCS National Championship Title	\$250,000

Final Rankings (not cumulative)

Top 25 in ESPN/USA Today or AP polls	\$25,000
Top 10 in ESPN/USA Today or AP polls	\$50,000

**FBS Total Offense National Rankings
(not cumulative)**

1st	\$50,000
2nd – 5th	\$25,000

**Team GPA (not cumulative and GPA will be
determined after each semester)**

2.60 or better for fall or spring semesters	\$20,000
2.80 or better for fall or spring semesters	\$25,000
3.0 or better for fall or spring semesters	\$30,000

Coach of the Year Awards (cumulative)

Big 12 Conference Coach of the Year	\$15,000
National Coach of the Year	\$50,000

**Academic Performance Rating
(not cumulative)**

930	\$10,000
950	\$20,000

Incentive Cap*	\$600,000
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First Amendment To Employment Agreement

This will confirm certain amendments to the Employment Agreement of Robert Huggins (Coach) as Head Coach of Men's Basketball at West Virginia University (University). This First Amendment To Employment Agreement (Agreement) will take effect immediately upon execution of signatures.

1. The term of employment will now run through June 30, 2023. This replaces the term currently described in Paragraph II, Term, of the original Employment Agreement dated May 2, 2008.
2. **Compensation.** The base salary will remain at \$250,000.000 annualized compensation, less applicable taxes and other withholdings, for years 1 through 6 of this Agreement, the same as originally stated at Paragraph III, A, Base Salary, in the Employment Agreement of May 2, 2008.

Other Benefits, Compensation and Incentives. Coach shall be provided up to four (4) plane tickets for each game played away from Morgantown. This amends and adds to the tickets referred to in Paragraph III, C, 2 of the original Employment Agreement of May 2, 2008.

Supplemental Compensation under Paragraph III, C, 4, will immediately become an annualized \$2,750,000.00, less applicable taxes and other withholdings. This section replaces the first full paragraph of Paragraph III, C, 4 in total and this will be considered Year 1 of the Agreement (Year 1 beginning now and running through June 30, 2013, with each succeeding employment year running through the end of June). \$500,000.00 of this compensation will be deferred until year seven (taxes and other withholdings on this amount will be deferred until then if allowable by law), when Emeritus Status will begin. The remainder of Supplemental Compensation for years 1 through 6 will be as follows:

Year 2: \$2,850,000.00 annualized compensation less applicable taxes and other withholdings. \$350,000.00 of this compensation will be deferred until Year 8 (taxes and other withholdings on this amount will be deferred until then if allowable by law), during Emeritus Status. Year 2 ends on June 30, 2014.

Year 3: \$3,000,000.00 annualized compensation less applicable taxes and other withholdings. \$250,000.00 of this compensation will be deferred until Year 9 (taxes and other withholdings on this amount will be deferred until then if allowable by law), during Emeritus Status. Year 3 ends on June 30, 2015.

Year 4: \$3,075,000.00 annualized compensation less applicable taxes and other withholdings. \$75,000.00 of this compensation will be deferred until Year 10 (taxes and other withholdings on this amount will be deferred until then if allowable by law), during Emeritus Status. Year 4 ends on June 30, 2016.

Year 5: \$3,325,000.00 annualized compensation less applicable taxes and other withholdings. \$75,000.00 of this compensation will be deferred until Year 11, (taxes and other withholdings on this amount will be deferred until then if allowable by law), during Emeritus Status. Year 5 ends on June 30, 2017.

Year 6: \$3,500,000.00 annualized compensation less applicable taxes and other withholdings. Year 6 ends on June 30, 2018.

Emeritus Status and Payment of Deferred Compensation

Year 7: This will be the first year of Emeritus Status. Deferred compensation shall be paid to Coach on an annualized basis of \$500,000.00 plus Emeritus compensation of \$50,000.00 less applicable taxes and other withholdings as appropriate (see Year 1 through 6 above). Year 7 ends on June 30, 2019.

Year 8: Deferred compensation shall be paid to Coach on an annualized basis of \$350,000.00 plus Emeritus compensation of \$50,000.00 less applicable taxes and other withholdings as appropriate (see Year 1 through 6 above). Year 8 ends on June 30, 2020.

Year 9: Deferred compensation shall be paid to Coach on an annualized basis of \$250,000.00 plus Emeritus pay of \$50,000.00 less applicable taxes and other withholdings as appropriate (see Year 1 through 6 above). Year 9 ends on June 30, 2021.

Year 10: Deferred compensation shall be paid to Coach on an annualized basis of \$75,000.00 plus Emeritus compensation of \$50,000.00 less applicable taxes and other withholdings as appropriate (see Year 1 through 6 above). Year 10 ends on June 30, 2022.

Year 11: Deferred compensation shall be paid to Coach on an annualized basis of \$75,000.00 plus Emeritus compensation of \$50,000.00 less applicable taxes and

other withholdings as appropriate (see Year 1 through 6 above). Year 11 ends on June 30, 2023.

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.

3. **Further conditions of the Emeritus Status.** After transition to Emeritus Status Coach will no longer be Head Coach. Duties and responsibilities as Emeritus will be assigned at the time of transition by the Director of Athletics. It is currently anticipated that Coach will be involved with duties such as public appearances and fund raising activities for the University and other matters as assigned. If Coach should choose to retire as Head Coach prior to the end of Year 6, the Emeritus Status will commence at that point in time, with deferred and Emeritus compensation beginning immediately at the rates set out in Years 7 through 11 above, with the end term of the Agreement being reached in five consecutive years from the beginning of Emeritus Status.
4. **Continuation as Head Coach.** Coach may elect to pursue a mutual option to continue as the Head Coach past Year 6 if written notice is given to the Director of Athletics by September 1 of Year 5. 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 WVU. If a mutual option is agreed upon for Year 7, 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 Year 6 to potentially continue as head coach in Year 8). 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 Year 6 will not affect the term of this Agreement, which runs through June 30, 2023. Thus, if Coach continues as Head Coach beyond Year 6, the years of Emeritus Status will be reduced accordingly; this will not affect deferred compensation payments.
5. **Paragraph III, C, 5, Annual Retention,** set out in the May 2, 2008 Employment Agreement is voided and removed from the Agreement as those payments are now replaced by the amounts set out above.
6. **Incentives.** All incentives listed under Paragraph III, C, 6 of the May 2, 2008 Employment Agreement are doubled except the incentive for winning the national championship is increased to \$200,000.00. One additional incentive is added at C (6) (g): any victory over the University of Kansas during the regular season, \$25,000.00.

7. **Termination Without Cause by University.** The first full paragraph of Paragraph V, C, Termination Without Cause by University, is amended to read as follows:

In addition to the provisions set out above, there also is reserved to University the right to terminate this Agreement without cause at any time. In the event University terminates this Agreement without cause, University will pay Coach (1) all base salary, supplemental compensation and incentive compensation earned as of the date of termination; and (2) all compensation remaining up through Year 6 if terminated within Year 1 or Year 2, up to and including June 30 of Year 2; or, (3) the lesser of \$6,000,000.00 or the remaining compensation per the Agreement if terminated without cause after June 30 of Year 2.

8. This will confirm that Coach has sought and received independent legal review and advice regarding this entire Agreement, which includes but is not limited to, legal advice of tax consequences relative to the compensation herein.

Other than the specific terms set out in this First Amendment To Employment Agreement, all of the terms and conditions in the Employment Agreement dated May 2, 2008, as well as any other letters etc., if any, as applicable, are still in full force and effect.

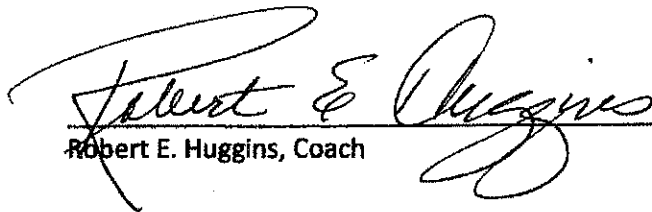
West Virginia University Board of Governors on behalf
of West Virginia University
James P. Clements, President



Oliver Luck, Director of Athletics

11-20-12

Date



Robert E. Huggins, Coach

11/20/12

Date

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made this 2nd day of May, 2008, by and between West Virginia University Board of Governors for and on behalf of West Virginia University (hereinafter "University") and Robert E. Huggins (hereinafter "Coach").

WHEREAS, University requires the services of a head coach for its men's basketball team; and

WHEREAS, Coach is willing to serve as University's head men's basketball coach under the following terms and conditions;

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of all of which hereby is acknowledged by the parties hereto, University and Coach agree as follows:

I. EMPLOYMENT

Subject to the terms and conditions contained herein, University hereby employs Coach as University's Head Men's Basketball Coach and Coach hereby agrees to and does accept the terms and conditions for said employment outlined herein.

II. TERM

The term of this Agreement shall begin on the 2nd day of May 2008 and terminate at 12:01am on Coach's 65th birthday ("the First Term"), unless otherwise terminated earlier by operation of this agreement. ("the Termination Date"). The one-year period beginning May ___ each year shall be deemed to be an "Agreement Year" as that term is used in this Agreement. The First Term of this Agreement may be extended by mutual agreement of the parties for up to five subsequent one year terms.

III. COMPENSATION AND BENEFITS

A. Base 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 Fifty Thousand Dollars (\$250,000.00) per Agreement Year, payable in semi-monthly installments. Payment of all 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. Under no circumstances, however, shall the base salary ever be decreased during the term of this Agreement.

B. Employee Benefits. Coach will be eligible to participate in all employee benefit programs available to other University administrative employees. 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, vacation, sick leave and all other standard benefits.

C. Other Benefits, Compensation and Incentives.

1. **Courtesy Automobiles:** Coach shall receive two (2) courtesy automobiles, including replacements as reasonably necessary, via the Wheels Club program subject to the terms and conditions of the University's Wheels Club agreement. Liability, collision and comprehensive insurance on such automobiles shall be provided by University at its expense. Operational expense of such automobiles and any collision or liability damages not covered by insurance shall be the responsibility of Coach unless otherwise stated herein.

2. **Tickets:** During each Agreement Year, Coach shall be provided twenty (20) tickets for each home men's basketball game, six (6) tickets for each home football game, and, if applicable, ten (10) tickets for each post-season game in which University's men's basketball team participates, to be distributed by Coach as allowed by law and by the rules and regulations of the Big East Conference and the NCAA.

3. **Camps:** Coach shall operate at least one boys' basketball youth camp and/or clinic on campus as part of the Department of Intercollegiate Athletics' operations consistent with the provisions of West Virginia University Board of Governor's Policy No. 16. Coach shall be entitled to the net profits from such camp(s) and/or clinic(s) after the payment of expenses associated with the camp, including room and board, personnel. The University will not charge any indirect overhead charges and will give the Coach the most favorable rates on all other expenses. The dates for each camp(s) and/or clinic(s) must be mutually agreed upon by coach and University in order to avoid conflicts with other events and to ensure adequate facilities and residence hall occupancy space. Coach and all other twelve (12) month WVU employees will be required to use vacation time while working camps.

Solely in connection with such camps, Coach shall have permission to use the terms "West Virginia University", "West Virginia Basketball", "Mountaineer Basketball" and associated logos, trademarks and designs (collectively, "WVU logos"), upon the prior approval of the University, such approval not to be unreasonably withheld; provided however, that said permission shall not include permission to sell, manufacture or distribute or contract for sale, manufacture or distribution of WVU logo merchandise, or otherwise to sublicense WVU logos without the prior written permission of the University Director of Intercollegiate Athletics and the University Manager of the Trademark Licensing Programs, which permission shall be granted or denied in their sole discretion.

4. **Supplemental Compensation:** In addition to the Base Salary, and for the performance of certain promotional activities described in this section, the University will pay Coach the sum of One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000.00) in Supplemental Compensation for the first Agreement Year beginning May 2, 2008, which amount will increase in each subsequent Agreement Year by a minimum of One Hundred Thousand Dollars (\$100,000.00) per year or by increasing to the mean Total Guaranteed Compensation of all Big East head coaches, whichever amount is greater. The Total Guaranteed Compensation shall be the total of Base Salary and Supplemental Compensation. By way of example, on May __, 2009, the first anniversary of this Agreement, Coach shall receive an additional One Hundred Thousand Dollars (\$100,000.00) in Supplemental Compensation and on each such anniversary date thereafter through the entire term of this Agreement Coach shall receive an increase of One Hundred Thousand Dollars (\$100,000.00) in Supplemental Compensation. However, after the start of the 2009-10 NCAA college basketball season, and for each such season thereafter throughout the term of this Agreement, the University shall compare the mean Total Guaranteed Compensation of all Big East head basketball coaches, as calculated and published by the Big East Conference, to the Coach's then Total Guaranteed Compensation. In the event in any such year of the term that the mean is greater than the Total Guaranteed Compensation payable to Coach, including the additional One Hundred Thousand Dollars (\$100,000.00) for that year, then Coach's supplemental compensation for that year shall be adjusted immediately to the greater number. This adjusted Total Guaranteed Compensation shall serve thereafter as the basis upon which the future annual One Hundred Thousand Dollar (\$100,000.00) increases shall be paid and any further adjustments, if necessary, to reach the mean total guaranteed compensation of all Big East Coaches. Any additional adjusted compensation owed to Coach under this provision shall be paid in a lump sum to Coach before March 31 of the immediate following year.

Payment of all 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.

Such promotional activities shall include:

- a. A minimum of twelve (12) appearances per Agreement Year at events sponsored by the Mountaineer Athletic Club or WVU affiliated organizations and sponsors;
- b. Appearances and participation in radio, television and Internet programs produced by the University's Mountaineer Sports Network or its affiliated

organizations. Such appearances and participation shall include, but not be limited to, weekly radio talk shows, pregame/postgame radio shows, weekly television shows, regular Internet audio programs and occasional Internet columns. University shall own all rights to radio, television, Internet and other programs that are broadcast or otherwise disseminated to the public in which Coach serves as a participant. University retains exclusive right to Coach's services in the areas specified in this Article III (C)(4)(b).

- c. Participation in endorsement opportunities arranged for by University. This includes, but is not limited to, athletic footwear, apparel, sideline gear, equipment, uniforms and media/promotional roles for businesses or organizations. Coach will comply with all requests for appearances and other media/promotional opportunities associated with such endorsement opportunities. University will obtain approval from Coach prior to committing Coach to any such endorsement or promotional activities, which approval will not be reasonably withheld. For purposes of the University's contractual obligations Coach will assign to University all personal endorsement rights he possesses or might possess while Agreement is in effect. University will exclusively negotiate and structure all endorsement opportunities. For purposes of the University's contractual obligations Coach hereby assigns to University all rights, title and interest to the use of his name, nickname(s), initials, autograph, image, photograph, picture and other likeness and other indicia of or closely identified with Coach, 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 historical and archival uses in records and publications related to Coach's tenure and performance at University. Coach is, and will remain, the sole and exclusive owner of his name and likeness and all proprietary and potentially proprietary rights therein. University retains exclusive right to Coach's services in the areas specified in this Article III (C)(4)(c). Coach shall have the right to enhance his opportunities off the court provided however that such opportunity (s) do not conflict with the University interests and further provided that the Coach requests the University's prior consent, which consent shall not be unreasonably withheld.
- d. Coach agrees that University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff during official practices and games. University agrees to consult with Coach when it selects equipment, footwear and/or apparel that have a significant impact upon University's men's basketball team. Coach recognizes that University has entered into an agreement with a manufacturer to supply University with athletic footwear, apparel and/or equipment. Coach agrees that, upon University's reasonable request, he will perform any or all of the following in connection with any such

footwear, apparel and/or equipment contract: consult with appropriate parties concerning product's design or performance; act as an instructor at a clinic sponsored in whole or in part by manufacturer; lecture at an event sponsored in whole or in part by manufacturer; and make other educationally-related appearances as may be requested by University. University will obtain approval from Coach prior to committing Coach to any such activities, which approval will not be unreasonably withheld. University retains exclusive right to Coach's services in the areas specified in this Article III (C)(4)(d).

- e. Participation in promotional and other activities as may be reasonably requested by University.

With respect to subsections a, b, c and e in this section, University agrees to consult with Coach and obtain his consent before scheduling such promotional activities, which consent shall not be unreasonably withheld. Except as limited or restricted by the provisions of this Article III(C)(4) and Article VII, and further subject to Coach's obligation to satisfy the terms and conditions of this Agreement, nothing contained herein shall be deemed to prevent Coach from arranging or participating in, and deriving personal income from, personal speaking engagements or other endeavors unrelated to his service as Head Men's Basketball Coach, subject to prior approval of University, such approval not to be unreasonably withheld.

5. **Annual Retention:** The University shall pay and the Coach shall have earned an annual retention bonus of One Hundred Thousand Dollars (\$100,000.00) if Coach is employed by the University as the Head Coach of its men's basketball team on May 1, 2009 and each subsequent anniversary of such date through to the end of the term of this Agreement. Payment, if earned, shall be made to Coach by June 1 of each such year. Payment of all 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.

6. **Incentives:** University shall cause to be paid to Coach, from appropriate sources, annual incentives within One Hundred Twenty (120) days of the end of the season in which earned, for attainment of, and participation in, the following:

- a. NCAA Tournament Appearances (cumulative i - vi)
 - (i) First Round \$10,000
 - (ii) Second Round \$15,000
 - (iii) Third Round \$20,000
 - (iv) Fourth Round \$20,000
 - (v) Final Four \$50,000
 - (vi) National Championship \$50,000

b. National Invitation Tournament (cumulative i - ii)	
(i) Appearance	\$5,000
(ii) Championship	\$10,000
c. Big East Conference (cumulative i – ii)	
(i) Regular season first place or tie or	\$20,000
Regular season second place or tie or	\$15,000
Regular season third place or tie or	\$10,000
Regular season fourth place or tie	\$5,000
(ii) Tournament championship or	\$20,000
Tournament runnerup	\$15,000
d. Season Ticket Sales	
Season ticket sales exceeds 5,000 or	\$5,000
Season ticket sales exceeds 6,000	\$10,000
<small>Season ticket sales includes full packages, WVU employee seasons and mini-packages.</small>	
e. Coach of the Year	
(i) Big East Conference	\$15,000
(ii) National	\$25,000
<small>Selected by NABC and/or Associated Press. Selection by both will not increase incentive</small>	
f. Academic Achievement (cumulative i – ii)	
(i) Academic Performance Rating of	
at least 925 or	\$5,000
Academic Performance Rating of	
at least 950	\$10,000
(ii) Team Grade Point Average of 2.65	
combined fall and spring semester	\$5,000

7. **Club Memberships:** The University shall provide a membership for Coach and his family at Lakeview Resort.

8. **Business Expenses:** Consistent with all applicable laws & policies, the University shall reimburse to Coach all reasonable business related expenses upon presentment to the Athletic Director or his designee of the documentation required by the University.

9. **Athletic Apparel:** The University shall provide Coach an annual allotment in athletic apparel, products, and merchandise in an amount to be determined later by mutual agreement of the parties.

IV. PERFORMANCE

In the performance of his duties, Coach shall be responsible to and under the direct supervision of the Director of Intercollegiate Athletics. Without limiting the foregoing, Coach, in the performance of his duties, shall conduct himself at all times in a manner which is consistent with his position as an instructor of students and which presents a positive representation of West Virginia University. The parties agree that, although this Agreement is sports related, the primary purpose of the University and this Agreement is to support the University's educational mission. The educational purposes of the University shall have priority in the various provisions of this Agreement. Coach will follow all applicable University policies and procedures and perform his duties as assigned by the Director of Intercollegiate Athletics and will otherwise perform the requirements of the job description for the position of Head Men's Basketball Coach (to the extent not inconsistent with the terms of this Agreement) attached as Exhibit 1 hereto and incorporated herein by reference. Coach shall not intentionally commit a serious or major violation or exhibit a pattern of violations, of the written rules, regulations, policies, procedures or standards of the NCAA, the University or the Big East Conference (or any other athletic conference of which the University may become a member) or intentionally allow or condone with prior direct knowledge any such violation by any player, coach or other individual subject to his direct control or supervision and Coach shall not be grossly negligent in his failure to supervise, investigate, or otherwise learn of any such violations by said players, coaches or other individuals subject to his direct control and supervision. Any such violations, whether intentional or grossly negligent, which materially and negatively reflect upon the University or the men's basketball program or otherwise substantially affects the operations of the men's basketball program or substantially affects Coach's responsibilities under this Agreement may result in disciplinary action and penalties ranging from termination (subject to the provisions of Article V(A), below), to public or private reprimand, as determined by the University President, consistent with the terms of this Agreement following consultation and review with the Director of Intercollegiate Athletics. Further, it is understood and agreed between the parties that University shall not reassign or transfer Coach to any position other than Head Men's Basketball Coach during the term of this Agreement.

V. TERMINATION

A. 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 the following:

1. The intentional commission by coach of a serious or major or a pattern of violations, of the written rules, regulations, policies, procedures or standards of the NCAA, the University or the Big East Conference (or any other athletic conference of which the University may become a member) or intentionally allowing or condoning with prior direct knowledge any such violation by any player, coach or other individual subject to his direct control or supervision, or if Coach is grossly negligent in his failure to supervise, investigate, or otherwise learn of any such violations by said players, coaches or other individuals subject to his direct control and supervision;

2. Commission by Coach of a felony or a crime involving moral turpitude;
3. Substance abuse or habitual insobriety which affects his job performance;
4. Material and substantial breach of any term of this Agreement by Coach, which breach has gone uncured for thirty (30) days after written notice thereof by University to Coach;
5. Willful or intentional disregard by Coach of the reasonable instructions of the Director of Intercollegiate Athletics or the President of University, which disregard has gone uncured for thirty (30) days after written notice thereof by University to Coach; or
6. Willful misconduct and gross negligence of performance of duties.

In the event that Coach is terminated pursuant to this section, Coach shall not be entitled to, nor shall University be required to pay, any portion of the compensation, benefits and/or incentives as set forth in Section III of this Agreement, except base salary, supplemental and incentive compensation actually earned, accrued but unpaid through the date of termination, all of which shall be paid within thirty (30) days of termination.

Provided, however, that if the University terminates Coach for cause pursuant to Article V(A)(1) or (2) and Coach is later acquitted or cleared of the charges, indictments, or claims brought against him by the applicable charging institutions, or if no indictment, notice of allegations, or other prosecution by the charging institutions is commenced within one (1) year of Coach's termination, then such termination shall be deemed to have been without cause pursuant to Article V(C). Under these circumstances, the University shall pay Coach as liquidated damages the amount of Four Million Dollars (\$4,000,000.00) payable as follows: Five Hundred Thousand (\$500,000) of this said amount will be due and payable sixty (60) days after the occurrence of either of the following: (a) the date of entry of any final order, ruling, or other such finding acquitting Coach or (b) the failure of the applicable charging institution to indict, file a notice of allegations, or otherwise prosecute the Coach within one (1) year after Coach's original termination. One-half of the balance of such liquidated damages shall be due and payable to Coach within six (6) months after the initial payment is made pursuant to the provisions of this paragraph and the balance due and payable to Coach within eighteen (18) months after the initial payment under this paragraph has been made. Such sums shall be deemed to be liquidated damages and extinguish all rights of Coach to any further payments from University. All benefits and entitlements of Coach hereunder will terminate as of the date of termination by University without cause. Coach shall have no duty to mitigate, nor shall University have any right of offset.

B. Death, Disability or Permanent Retirement. Except as stated in Article V(D)(3), 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 or permanent retirement, this Agreement shall thereupon terminate and all future obligations between

the parties hereto 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 V(B), Coach shall be entitled to all earned and accrued base salary and all supplemental and incentive compensation earned but unpaid as of the date of death, final determination of disability or permanent retirement. Such compensation shall be paid to Coach or his estate or beneficiaries, as the case may be, and shall be in addition to standard University benefits, if any.

C. Termination Without Cause by University. In addition to the provisions set forth above, there also is reserved to University the right to terminate this Agreement without cause at any time. In the event that University terminates Coach without cause, University will pay Coach (1) all base salary, guaranteed supplemental compensation and incentive compensation earned as of the date of termination; and (2) Four Million Dollars (\$4,000,000.00) as liquidated damages payable as follows: Five Hundred Thousand Dollars (\$500,000.00) within sixty (60) days of termination and one-half of the balance of such liquidated damages shall be due and payable to Coach within six (6) months after the initial payment is made pursuant to the provisions of this paragraph and the balance due and payable to Coach within eighteen (18) months after the initial payment is made.

Such sums shall be deemed to be liquidated damages and extinguish all rights of Coach to any further payments from University. All benefits and entitlements of Coach hereunder will terminate as of the date of termination by University without cause. Coach shall have no duty to mitigate, nor shall University have any right of offset.

D. Termination by Coach.

1. In the event that Coach terminates this Agreement because of material and substantial breach by University, which breach has gone uncured for thirty (30) days after written notice thereof by Coach to University, University will pay Coach (1) all base salary, guaranteed supplemental compensation and incentive compensation earned as of the date of termination; and (2) Four Million Dollars (\$4,000,000.00) as liquidated damages payable as follows: Five Hundred Thousand Dollars (\$500,000.00) within sixty (60) days of termination and one-half of the balance of such liquidated damages shall be due and payable to Coach within six (6) months after the initial payment is made pursuant to the provisions of this paragraph and the balance due and payable to Coach within eighteen (18) months after the initial payment is made. Such sums shall be deemed to be liquidated damages and extinguish all rights of Coach to further payments from University. All benefits and entitlements of Coach hereunder will terminate as of the date of termination by Coach. Coach shall have no duty to mitigate, nor shall University have any right of offset.

2. Except as provided in Article V(B), if Coach terminates the agreement for any reason without breach of the Agreement by University, in addition to all other forfeitures and penalties provided herein, Coach will pay University as liquidated damages the amount of Four Million Dollars (\$4,000,000.00) payable as follows:

Five Hundred Thousand Dollars (\$500,000) within sixty (60) days of termination and one-half of the balance of such liquidated damages shall be due and payable to Coach within six (6) months after the initial payment is made pursuant to the provisions of this paragraph and the balance due and payable to Coach within eighteen (18) months after the initial payment is made. Such sums shall be deemed to be liquidated damages and extinguish all rights of University to further payments from Coach. All benefits and entitlements of Coach hereunder will terminate as of the date of termination by Coach. University shall have no duty to mitigate, nor shall Coach have any right of offset.

3. In the event of an asserted permanent retirement by Coach, and in the further event that Coach resumes any Coaching responsibilities with any other institution of higher education within one (1) year of his asserted retirement, Coach shall be obligated to pay University One Million Dollars (\$1,000,000), which sum shall be deemed to be liquidated damages. Five Hundred Thousand Dollars (\$500,000) of said liquidated damages shall be payable within sixty (60) days of resumption of such duties, with the balance due and payable within one (1) year of said resumption of duties.

E. **Covenant Not To Compete.** Coach acknowledges that, during the term of employment by University, he will gain confidential information concerning University's athletic program and that the use of this confidential information by an opponent in the same conference as University would place University's athletic program at a serious competitive disadvantage. Accordingly, Coach expressly promises and agrees not to engage in employment with another Big East Conference school, or any other Conference in which University is a member, in any coaching capacity prior to the Termination Date. Coach further agrees that, because his services under this Agreement are of a special, unique, unusual, extraordinary and intellectual character which gives those services peculiar value, the loss to University of which cannot be reasonably or adequately compensated in damages in an action of law, and because said breach would place University at significant competitive disadvantage, University shall have the right to seek from any court such equitable, injunctive, or other relief as may be appropriate, including requesting a decree enjoining Coach from performing coaching-related services for any school in a Conference in which University is a member prior to the Termination Date.

VI. **OUTSIDE INCOME**

Coach shall receive written approval from University Director of Intercollegiate Athletics or his designee prior to entering into any agreement for income and benefits from sources outside University, such approval not to be unreasonably withheld. Coach shall annually report in writing all income and benefits from sources outside University to the Director of Intercollegiate Athletics or his designee.

VII. PUBLIC APPEARANCES

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.

VIII. REPRESENTATIONS

Coach represents and warrants that he has not violated any of the rules and regulations of the NCAA, and he is not aware of any threatened or pending NCAA investigation involving his conduct at any other NCAA member institution.

IX. ENTIRE AGREEMENT; AMENDMENT

It is mutually understood that this Agreement contains 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.

X. 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.

XI. APPLICABLE LAW AND JURISDICTION

This Agreement is made and entered in Monongalia County, West Virginia and the laws of thereof shall govern the validity, interpretation and the performance by the parties of their respective duties and obligations hereunder. The parties agree that any and all disputes arising from this Agreement shall be adjudicated in a federal or state court located in West Virginia.

XII. LEGAL COUNSEL

This Agreement is the result of arm's-length negotiation between the parties and their respective counsel, and each party has been represented by counsel of their own choosing, and had the full benefit of such counsel throughout the negotiation of the terms hereof and the


drafting and execution of this document. Each party enters into this Agreement freely and voluntarily and with the full intent to be bound hereby.

XIII. NOTICE

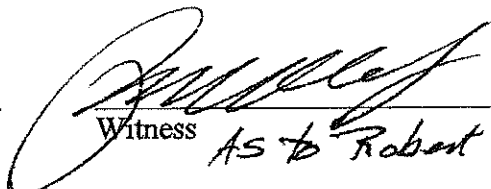
Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing and sent by certified mail to the other party at such party's last known address. Any notice to University shall also be copied to its General Counsel.

IN WITNESS WHEREOF, the parties hereto shall consider this Agreement to be effective on the 2nd day of May, 2008.

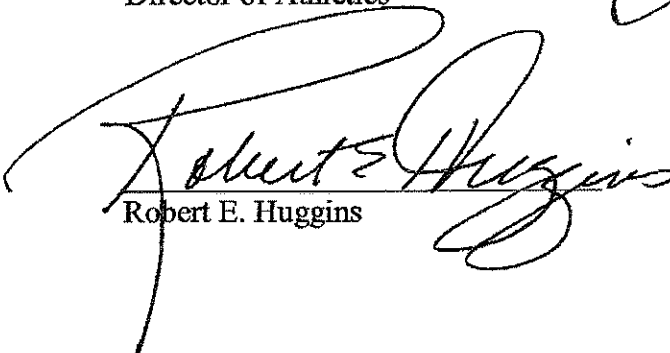
**West Virginia University Board of Governors
On behalf of West Virginia University
Michael S. Garrison, President**



Ed Pastilong
Director of Athletics



Witness AS to Robert Huggins



Robert E. Huggins