

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“Amendment”) is made this May 9, 2023, by and between West Virginia University Board of Governors for and on behalf of West Virginia University (“University”) and Robert E. Huggins (“Coach”).

WHEREAS, University and Coach hereby agree to this First Amendment of the Employment Agreement, dated August 21, 2021 (the “Agreement”);

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 to amend the Agreement as follows:

1. **Article I, Employment & Term, shall be amended to reflect the following:**

- a. Coach shall continue to be employed as Head Basketball Coach through April 30, 2024. Thereafter, University reserves the right, in its sole and absolute discretion, to continue Coach’s employment as Emeritus Head Coach upon terms determined solely by the University.
- b. In the event that the University chooses not to extend Coach’s employment as Emeritus Head Coach, then this Agreement shall terminate on April 30, 2024.

2. **Article III. A., Salary, shall be amended to reflect the following:** Effective immediately, Coach’s “Supplemental Compensation” shall be reduced to Two Million and Nine Hundred Thousand Dollars (\$2,900,000.00). For the avoidance of doubt, Coach’s compensation breakdown as Head Basketball Coach is as follows:

Classification	Amount
Base Salary	\$250,000
Supplemental Compensation	\$2,900,000
Total Salary	\$3,150,000

3. **Article III. D., Deferred Salary, shall be amended to reflect the following:** Upon the termination of Coach’s employment (regardless of the circumstances), the Deferred Salary shall be paid by University in semi-monthly installments over a period of twelve (12) months and in accordance with the University’s payroll policies and subject to such deductions as may be required by applicable state and federal laws and regulations.

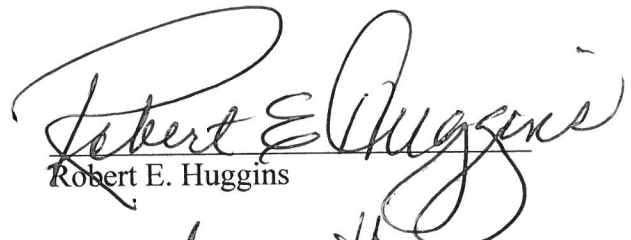
4. **Additional Disciplinary Action:** For any act or omission, whether occurring prior to or during the Term, that the University determines constitutes a violation of the terms and provisions of Coach's employment, the University reserves the right to impose appropriate disciplinary action which may include, suspension without pay, or other appropriate penalties consistent with the University's existing disciplinary practices.
5. **Full Force and Effect:** Except as expressly modified herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.
6. **Conflict or Inconsistency:** In the event of any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto shall consider this Amendment to be effective on the date first written above.

**West Virginia University Board of Governors**  
**On behalf of West Virginia University**

By:   
Wren Baker  
Vice President & Director of Athletics

Date: 5/10/2023

  
Robert E. Huggins  
Date: May 9<sup>th</sup> 2023