

Appendix A

DEFERRED COMPENSATION AGREEMENT

This Deferred Compensation Agreement (the “**Agreement**”) is made by and between **West Virginia University (“University”)** and Michael T. Benson, D.Phil. (“**BENSON**”), effective July 15, 2025. The purpose of the Agreement is to provide deferred compensation in addition to any and all compensation provided under the terms of the Employment Agreement by the parties of the same date hereof, under the terms and conditions set forth herein, based on services rendered by BENSON in BENSON’s employment relationship as President of the University.

1. Effective Date and Term of Agreement. The effective date of this Agreement shall be July 15, 2025. The Agreement shall continue until June 30, 2030. Notwithstanding the foregoing, this Agreement shall terminate (except for the obligation of the University to make payments of vested benefits) at such earlier date than June 30, 2030, on which the employment relationship between the University and BENSON as President terminates for any reason.

2. Establishment of Deferred Compensation Account. The University shall establish a Deferred Compensation Account on behalf of BENSON for awards subject to this Agreement. The Deferred Compensation Account shall be maintained on the books and records of University without earmarking or setting aside funds. Any obligations from the Deferred Compensation Account arising under this Agreement shall be paid from the general assets of the University and shall not constitute a right of ownership by BENSON in any assets.

3. Additions to Deferred Compensation Account. For five years, BENSON will receive awards of a deferred amount as set forth in Table A below for each full fiscal year BENSON performs substantial services for the University as President commencing with the fiscal year ending June 30, 2026, and ending with the fiscal year ending June 30, 2030. The potential maximum aggregate awards under this Agreement total One Million Five Hundred Thousand dollars (\$1,500,000.00). The awarded amount shall be credited to BENSON’s Deferred Compensation Account on the last day (June 30) of the fiscal year. No earnings shall accrue with respect to any awards.

4. Vesting or Forfeiture of Deferred Compensation Account.

(a) Vesting. Except as otherwise provided in subparagraph 4(b) immediately following, BENSON shall vest in the Deferred Compensation Account according to the Vesting Percentage on the Vesting Dates set forth in Table A below, provided that BENSON must be continuously employed by the University and performing substantial services as President through such date in order to be credited with vesting hereunder.

(b) Early Vesting or Forfeiture. If, prior to the Vesting Date, the employment relationship between the University and BENSON as President terminates (i) pursuant to Section 13 of the Employment Agreement of even date between BENSON and the University (the “Employment Agreement”) on account of BENSON’s death, (ii) pursuant to Section 14 of the Employment Agreement on account of BENSON’s Disability, or (iii) pursuant to Section 16(a) of the Employment Agreement on account of BENSON’s termination of

employment as President by the University without Cause, BENSON shall become fully (100%) vested in all awards credited to BENSON's Deferred Compensation Account through the date of such termination of employment as President. If, however, the employment relationship between the University and BENSON as President terminates for any other reason prior to the date of vesting, BENSON shall forfeit all awards that have not yet vested. In no event shall BENSON become entitled to receive further awards to BENSON's Deferred Compensation Account, or be credited with vesting any awards, for any period following the date of the BENSON's termination of employment with the University as President.

Table A

Fiscal Year Ending	Deferred Amount	Vesting Date	Vesting Percentage
June 30, 2026	\$300,000	June 30, 2026	0%
June 30, 2027	\$300,000	June 30, 2027	20%
June 30, 2028	\$300,000	June 30, 2028	50%
June 30, 2029	\$300,000	June 30, 2029	75%
June 30, 2030	\$300,000	June 30, 2030	100%

5. Distribution of Deferred Compensation Account. The balance of the Deferred Compensation Account shall be distributed within 60 days after BENSON fully vests in such account.

6. Tax Withholding and Reporting. BENSON acknowledges that the University has an obligation to withhold federal and state taxes based on amounts paid or nonforfeitable under this Agreement and the University is hereby authorized to withhold any such required amounts from compensation or payments due to BENSON.

7. Nontransferability and Amendment. Neither this Agreement nor any interest or right in the Deferred Compensation Account or part thereof may be sold, encumbered, pledged, assigned or transferred by BENSON in any manner other than by will or by the applicable laws of descent and distribution. In addition, this Agreement may be amended only by an agreement in writing signed by the University and BENSON.

8. Not a Contract of Employment; Administration of Agreement. This Agreement provides only for the accrual and payment of deferred compensation under the terms set forth herein. The Agreement does not constitute a contract or promise of employment between the University and BENSON, nor is it intended to supersede, amend or modify any contract of employment between the University and BENSON. Without limiting the foregoing, the University shall administer this Agreement in a fair and timely manner with respect to all matters relative to this Agreement.

9. Code Section 409A. Notwithstanding any provisions herein to the contrary and, to the extent applicable, this Agreement shall be interpreted, construed and administered (including with respect to any amendment, modification or termination of this Agreement) in

such a manner so as to comply with the provisions of Internal Revenue Code Section 409A and any related Internal Revenue Service guidance promulgated thereunder.

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

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by DocuSign or similar platform, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by the foregoing means shall be deemed to be their original signatures for all purposes.



Michael T. Benson, D.Phil.

Date: February 22, 2025

**WEST VIRGINIA UNIVERSITY BOARD OF
GOVERNORS on behalf of WEST VIRGINIA
UNIVERSITY**



By: Richard A. Pill,
Chair of the West Virginia University Board
of Governors

Date: February 22, 2025