FIRST ADDENDUM TO THE EMPLOYMENT CONTRACT OF DARRIN HORN

This First Addendum amends the Athletic Employment Contract between Darrin Horn ("Coach") and Northern Kentucky University ("University"), which was effective on December 21, 2021 ("Employment Contract"). This Addendum becomes effective on the last date signed below.

- 1. Effective July 1, 2023, the Term of the Employment Contract shall be extended through June 30, 2027. A contract year is defined as the period from July 1 to June 30. Upon completion of the 2023-24 season with a finish in the top half of the conference, and if circumstances do not exist that would justify dismissal for cause as defined in the Contract, then effective July 1, 2024, Coach will receive an automatic extension to June 30, 2028.
- 2. Effective July 1, 2023, the bullets listed in Section 4.01A for Coach's base salary ("Annual Salary") shall be the following for the time periods indicated below:
 - July 1, 2023 June 30, 2024: \$544,000
 - July 1, 2024 June 30, 2025: \$554,000
 - July 1, 2025 June 30, 2026: \$564,000
 - July 1, 2026 June 30, 2027: \$574,000
 - July 1, 2027 June 30, 2028: \$584,000

Base salary shall be paid according and subject to the other applicable terms of the Employment Contract. The base salary increases listed above shall be subject to satisfactory annual performance reviews.

The retention bonus payments listed in Section 4.01.B for May 1, 2024, and May 1, 2025, are hereby removed and deleted. The retention bonus payment for May 1, 2023, shall be paid as provided in the Employment Contract.

The base salary amounts in the Employment Contract for the periods indicated above are hereby amended as provided herein.

3. Effective July 1, 2023, Section 4.02A of Employment Contract is amended to:

"Coach shall be eligible to receive the following bonus payments. These cumulative payments are due to Coach no later than April 30 of the contract year earned.

- Horizon League Regular Season Champs (including tie for first): \$10,000
- Horizon League Tournament Champs/NCAA AQ: \$20,000
- NCAA Tournament At-Large Selection: \$20,000
- Each win in NCAA Tournament \$30,000
- NIT Appearance \$5,000

^{*}If extended as provided above.

• Each win in NIT \$5,000

• Horizon League Coach of the Year: \$5,000

• National Coach of the Year: \$10,000

APR of 975 and above: \$2,500"

- 4. Effective July 1, 2023, the base salary pool for assistant coaches shall increase to \$359,000.
- 5. In any season which the Coach qualifies for and shall receive one or more bonus payments in Section 3 above, a separate pool equal to 25% of the total bonus payments paid to the Coach shall be allocated for distribution to members of his staff. These payments are due no later than April 30 of the contract year earned.
- 6. In order to help ensure the men's basketball program has the resources to remain competitive with its peers in the conference, University will plan for the following:
 - a. Ensure a Director of Basketball Operations position at a salary minimum of \$40,000 beginning on July 1, 2023.
 - b. Ensure a Video Coordinator position at a salary minimum of \$40,000 beginning on July 1, 2023.
 - c. Ensure funding for the ability to travel via air charter for one conference regular season trip during the 2023-24 season.
 - d. Ensure funding for the ability to travel via air charter for two conference regular season trips during the 2024-25 season and each season thereafter.
- 7. Section 5.05.A of Employment Contract is amended to:

If Coach terminates this Contract without cause prior to its expiration date and within one year of his termination accepts employment as Head Coach of the men's basketball program with any other college/university, Coach shall pay to the University, as liquidated damages, the following amounts:

•	Termination prior to April 1, 2024	\$500,000; or
•	Termination prior to April 1, 2025	\$400,000; or
•	Termination prior to April 1, 2026	\$300,000; or
•	Termination prior to April 1, 2027	\$200,000; or (if applicable)

• If contract extension is earned:

o Termination prior to April 1, 2028 \$200,000

All other terms of Section 5.05.A shall remain in effect.

8. Except as stated above, all other terms and conditions of the Employment Contract not directly modified herein shall remain in effect.

COACH:

Darrin Horn (Mar 27, 2023 20:52 EDT)

Darrin Horn

Head Men's Basketball Coach

3-27-23

Date

NORTHERN KENTUCKY UNIVERSITY:

Christina N. Roybal

Vice President and Director of Athletics

Date 3/29/23

Bonita J. Brown Interim President

Date $\frac{3}{30}/23$