WESTERN MICHIGAN UNIVERSITY
FIRST AMENDMENT TO
FULL-TIME HEAD COACH EMPLOYMENT AGREEMENT

This First Amendment ("First Amendment"), effective when signed by all Parties ("effective date"), is between the Board of Trustees of Western Michigan University ("WMU") with principal offices in Kalamazoo, Michigan, and **Timothy Lester** ("Employee" or "Coach") (collectively, the "Parties").

WMU and Coach entered into a Full-Time Head Coach Employment Agreement on January 13, 2015 ("Original Agreement"). For the mutual consideration contained herein, WMU, Coach and Western Michigan University ("University") agree to amend the Original Agreement as follows:

1. Paragraph 2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

2. Term of Employment. Employee's Head Coach Employment with University is a term appointment that originally commenced on **January 13, 2017** and is to terminate **January 31, 2024** ("termination date"). However, this term of employment is subject to earlier termination in accordance with the terms and conditions of this Agreement, in which case the "termination date" shall be the date of such earlier termination.

2. Paragraph sections 8(B)(4) and (5) of the Original Agreement are hereby deleted in their entirety and replaced with the following:

4. If University terminates this Agreement between February 1, 2020 and January 31, 2021, University shall pay Coach and Coach agrees to accept liquidated damages in an amount equal to: $500,000.

5. If University terminates this Agreement between February 1, 2021 and January 31, 2022, University shall pay Coach and Coach agrees to accept liquidated damages in an amount equal to: $400,000.

6. If University terminates this Agreement between February 1, 2022 and January 31, 2023, University shall pay Coach and Coach agrees to accept liquidated damages in an amount equal to: $300,000

7. If University terminates this Agreement on or after February 1, 2023, University shall pay Coach liquidated damages in an amount equal to the pro-rated portion of the base salary ($225,000) based upon the length of time still remaining in the Agreement.

3. Paragraph sections 9(B)(4) and (5) of the Original Agreement are hereby deleted in their entirety and replaced with the following:

4. If Coach terminates this Agreement between December 1, 2019 and November 30, 2020, Coach shall pay University and University agrees to accept liquidated damages in an amount equal to: $500,000.

5. If Coach terminates this Agreement between December 1, 2020 and November 30, 2021, Coach shall pay University and University agrees to accept liquidated damages in an amount equal to: $400,000.

6. If Coach terminates this Agreement between December 1, 2021 and November 30, 2022, Coach shall pay University and University agrees to accept liquidated damages in an amount equal to: $300,000.

7. If Coach terminates this Agreement on or after December 1, 2022, Coach shall pay University liquidated damages in an amount equal to: $225,000, or the pro-rated portion of the base salary ($225,000) based upon the length of time still remaining in the Agreement, whichever is less.

4. Except for the revisions made above, the terms of the Original Agreement shall remain in effect and unchanged.

5. Acknowledgment. Coach acknowledges that he has read and understands the provisions of this First Amendment, has had the opportunity to have legal counsel review and advise regarding the provisions of this First Amendment and that these provisions are reasonable and enforceable. Coach and University agree to abide by this First Amendment and the terms and conditions set forth herein, and sign this First Amendment voluntarily.

COACH:

Timothy Lester — Date: 12/19/18

FOR UNIVERSITY:

Patti Van Walbeck, Associate Vice President of Business and Finance — Date: 12/20/18

Kathy B. Beauregard, Director of Athletics — Date: 12/19/18