WESTERN MICHIGAN UNIVERSITY
FULL-TIME HEAD COACH EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is effective **January 13, 2017** and 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"). This Agreement replaces and supersedes any and all prior agreements between the Parties.

For the mutual consideration contained herein, University agrees to employ Coach and Coach agrees to be employed by Western Michigan University ("University") as head coach in University's intercollegiate Football program ("Program") in the Division of Intercollegiate Athletics ("Division") upon the following terms and conditions:

1. Capacity and Duties as Head Coach.

A. Coach agrees to undertake and perform properly, efficiently, to the best of Coach's efforts and ability, and consistent with the standards, rules, and policies of the University and the Division ("University policies"), all services, duties, and responsibilities attendant to the position of head coach in the Program and as a non-bargaining unit employee of University. Coach shall report to the director of the Division or other person designated by the Director. Coach shall devote Coach's best efforts to performing duties that are incident to this position, and others that may be assigned from time to time by the University by agreement between the University and Coach. Coach shall support the overall academic mission, goals, and rules of the Division and University.

B. Coach further agrees to comply with and report any violations and perceived violations by Coach and/or others in the Division of federal and/or state law; the constitution, bylaws, regulations, and interpretations of the National Collegiate Athletic Association ("NCAA") and Mid-American Conference ("MAC") (collectively and/or individually referred to as "NCAA/MAC rules").

C. Coach shall participate in the television and radio shows scheduled pursuant to University's agreements with television and radio stations, and excused only in the event of a major family obligation or health problem or conflicting University-related obligation. Coach shall attend Bronco Club luncheons and other University fundraising and/or community relations activities and events as requested by University so long as such functions do not conflict, in any significant way, with Coach's primary duties as Head Coach.

D. As part of duties Coach acknowledges and agrees to adhere to the responsibility and duty to comply with all University requirements and policies regarding the reporting of any perceived criminal activity that comes to Coach's attention, either personally or reported by someone else. This duty shall extend to all programs and activities that occur on University property or at any University sponsored event, or event at which the University or its employees involved in the Coach's sport are involved, including but not limited to sports camps, sports clinics, or any other circumstance in which minors are present. With regard to any sports camps or clinics or other program or activity involving minors, Coach shall also comply with all University policies and requirements regarding background checks and due diligence with regard to those who are hired or volunteer to work at those programs and activities involving minors, and shall require all those hired or allowed to volunteer to also adhere to applicable University policies and programs, including coaches reporting to Coach. Regarding programs or activities involving minors, Coach shall also work with the Division to obtain prior approvals and required permission and other forms as deemed appropriated by University's Office of Business Services.

E. As part of Coach's duties Coach will complete the Title IX on-line training program within 60 days of the execution of this agreement and agrees to report any potential violations of the University Sexual Assault and Misconduct Policy including but not limited to sexual assault and sexual violence, to the University Title IX Coordinator and/or the University Department of Public Safety in accordance with the policy requirements.

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 no later than **January 31, 2022** ("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.

3. Compensation. In consideration for the performance of all the services, duties, and obligations provided for in this Agreement, Coach shall be entitled to the following compensation as head coach of the Program:

A. Base salary. Base salary during the term of employment shall be **$225,000** based on a 365-day fiscal year. The base salary shall be paid in accordance with the University's normal payroll schedule.

B. Fringe Benefits. Except for vacation/annual leave time (which Coach is not entitled to accrue), the standard University fringe benefits available to non-union, non-executive official/senior administrative officer professional employees in accordance with University policies and practices (including employee contribution requirements).

Notwithstanding the above, Employee shall be entitled to the following additional fringe benefits during the term of employment as head coach:

1. Employee shall be entitled to either usage of a University assigned courtesy vehicle or a monthly auto allowance (currently $400/month), paid quarterly, of the University's choice. If University courtesy vehicle is assigned to Employee, the University shall pay for required insurances, maintenance and reasonable repairs on the vehicle.
2. Business related usage of a university assigned cellular telephone or a monthly cell phone allowance (currently $75/month), paid quarterly, of the University's choice.
3. Usage of University owned game day football suite (Head Football Coach Office) in the Bill Brown Alumni Football Center for all varsity regular season home football games. Thirty-four (34) football season tickets are issued for the Head Football Coach Suite.
4. Golf – usage of a University arranged membership to a Kalamazoo area country club of the University's choosing. University will pay any dues, initiation fees, and assessments required as mandatory to maintain Coach and his immediate family as members of a country club. Coach will be personally responsible for meeting any food & beverage spend/usage minimums as well as for paying any personal charges made by him or members of his immediate family at the club.

Use of fringe benefits shall be in accordance with University and other applicable rules, policies, and directives. Violation(s) may result in termination of the benefit(s). Coach shall be reimbursed for reasonable, documented, and University-approved expenses incurred for University business.

Fringe benefits and University contributions for retirement and/or other fringe benefits shall be based on Coach's' base salary amount only per Section 3.A, and not on any other income, performance incentives, fringe benefits, bonuses, or any other amounts or compensation to Coach from any other source, including compensation per Section 3.C., and/or any other compensation from University.

C. Radio, Television and Internet Revenue Compensation. Coach shall receive additional compensation of $287,500 for radio, television, and internet appearances the University reasonably requests Coach to make, and are outside the scope of Coach's other duties as described elsewhere in this Agreement – with such compensation contingent on Coach satisfying the requested appearances. This compensation shall be payable in quarterly installments on the first available University pay period pay day occurring on or after the following calendar dates; March 31, June 30, September 30, December 1. Coach must be employed as the full-time Head Football Coach as of each calendar date referenced above to be eligible for said compensation

except for the December 1 calendar date. Coach will be eligible for December 1 quarterly installment payment if Coach finished the varsity football regular season schedule employed as the full-time Head Football Coach.

D. Public Appearance/Speaking Engagement Compensation. While he is employed as University's full-time Head Football Coach, Coach shall receive additional compensation of $287,500 for making public appearances and/or speaking engagement appearances that are outside the scope of his duties as described elsewhere in this Agreement, as reasonably directed by the University – with such compensation contingent on Coach satisfying the requested appearances. In its sole discretion, University may use available donor funds or other funds from external sources, including sponsorship agreements, to satisfy this obligation. This compensation shall be payable in quarterly installments on the first available University pay period pay day occurring on or after the following calendar dates; March 31, June 30, September 30, December 1. Coach must be employed as the full-time Head Football Coach as of each calendar date referenced above to be eligible for said compensation except for the December 1 calendar date. Coach will be eligible for December 1 quarterly installment payment if Coach finished the varsity football regular season schedule employed as the full-time Head Football Coach.

4. **Opportunities to Earn Income from Outside Employment or Income-Earning Activity.**

A. All outside employment and income-earning activities are independent of, and outside the course and the scope of, Coach's University employment and shall be in compliance with all NCAA and MAC rules and regulations. Coach agrees that University shall have no responsibility or liability whatsoever for any claims arising from or related to Coach's outside employment or income-earning activities.

B. Coach is required to receive prior written approval for any outside employment and income-earning activities from Athletic Director. In addition, Coach is required to receive annually prior written approval from the President for all athletically related income and benefits he/she will receive from sources outside the institution. Coach's request for approval shall be in writing and shall include the amount and the source of the income. Sources of such income include, but are not limited to, the following: income from annuities, sports camps, housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television and radio programs; and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers. The University shall have no right to receive any part of Coach's compensation from pre-approved outside employment and income-earning activities, except as agreed otherwise by the Parties.

C. Without written permission from University, Coach may not use University's name or any logo or symbol of or associated with University in connection with any outside employment and/or income-earning activities. Coach agrees to make available to University records of outside employment and income-earning activities in order to determine compliance with NCAA/MAC rules or verification of compliance with this Agreement. All outside employment and income-earning activities arrangements that are related in any way to Coach's position as Head Coach for University shall provide for termination concurrently with the termination of this Agreement.

D. The Coach shall have the opportunity to use University athletic facilities and administrative services during each summer during the Term in connection with a summer youth football camp sponsored by the University for a period of not less than three weeks. University shall designate the period during which the Coach may conduct the camp at University taking into consideration the preferences of the Coach. Coach shall cooperate with University to assure that the camp shall comply with all applicable federal, state, local laws and University regulations. Any net proceeds generated by the camp after deduction of costs and expenses incurred by University, including, without limitation, the cost of medical and liability insurance coverage, personnel expenses, and a reasonable charge for the use of University facilities, shall be paid to Coach in the form of

supplemental compensation, subject to normal deductions and withholding for federal, state and local taxes. Coach shall retain the right to have the net proceeds generated by the aforementioned camp distributed among assistant coaches in the form of supplemental compensation should Coach desire.

5. Incentive Provisions.

For each year the Agreement remains effective, the following provisions will apply. Employee is entitled to receive any and all bonuses contained herein contingent upon Employee first meeting the incentive requirements found in each section(s) of the Agreement. Compensation is payable in a lump sum following the completion of the football season if Coach finished the varsity football regular season schedule employed as the full-time Head Football Coach

A. Division Championship. Each year that WMU wins the Division championship for football, as recognized by the football teams' appearance in the Championship game, University will pay Employee a bonus of $30,000.

B. Conference Championship. Each year that WMU wins the MAC regular season championship for football, University will pay Employee a bonus of $50,000. This conference championship win incentive shall be in lieu of the incentive ($30,000) earned for winning the Division Championship.

C. Post-Season Bowl Game Incentive. For each year that Western Michigan University plays in a NCAA sanctioned post-season bowl game for the sport, University will pay Employee a bonus of $25,000.

D. Winning a Post-Season Bowl Game Incentive. For each year that Western Michigan University plays in a NCAA sanctioned post-season bowl game for the sport and also wins that bowl game, University will pay Employee $50,000. This bowl game win incentive shall be paid in lieu of the incentive ($25,000) earned for playing in a post-season bowl game.

E. Post-Season CFP Bowl Game Incentive. For each year that Western Michigan University plays in a NCAA sanctioned College Football Playoff (CFP) level post-season bowl game for the sport, University will pay Employee a bonus of $50,000. This CFP level bowl game incentive shall be paid in addition to the incentive earned for playing in a post-season bowl game.

F. Winning a Post-Season CFP Bowl Game Incentive. For each year that Western Michigan University plays in a NCAA sanctioned College Football Playoff (CFP) level post-season bowl game for the sport and also wins that CFP level bowl game, University will pay Employee a bonus of $50,000. This CFP level bowl game win incentive shall be paid in addition to the incentive earned for playing in a post-season CFP level bowl game.

G. MAC Coach of the Year Incentive. For each year Employee is awarded the MAC Coach of the Year award, as officially recognized by the Mid-American Conference, University will pay Employee a bonus of $15,000.

H. Regional Coach of the Year Incentive. For each year Employee is awarded the Regional Coach of the Year award, as officially recognized by the American Football Coaches Association (AFCA), University will pay Employee a bonus of $15,000.

I. National Coach of the Year Incentive. For each year Employee is awarded the National Coach of the Year award, as officially recognized by the American Football Coaches Association (AFCA), University will pay Employee a bonus of $25,000.

J. Grade Point Average (GPA) Incentive. In January of each year, University shall calculate the overall grade point average for football student-athletes using grade point data for football student-athletes from the preceding full-term fall semester and the preceding full-term spring

semester of the University. University shall pay Employee one bonus if Employee meets certain GPA standards in accordance with the following table:

If the football team grade point average (as defined above):

is 2.60 or higher, but is less than 2.70, Employee bonus shall be:	$3,000
is 2.70 or higher, but is less than 2.80, Employee bonus shall be:	$4,000
is 2.80 or higher, but is less than 2.90, Employee bonus shall be:	$5,000
is 2.90 or higher, but is less than 3.00, Employee bonus shall be:	$6,000
is 3.00 or higher, Employee bonus shall be:	$7,000

K. Football Game Attendance Incentive. In December of each year, University shall calculate the publicly announced home football game season attendance average using announced game attendance from the preceding, just completed, football season. University shall pay Employee one bonus if Employee meets certain game attendance standards in accordance with the following table:

If the publicly announced home football game season attendance average:

is 18,000 or higher, but is less than 20,000, Employee bonus shall be:	$6,000
is 20,000 or higher, but is less than 25,000, Employee bonus shall be:	$8,000
is 25,000 or higher, Employee bonus shall be:	$15,000

L. Seven Wins (regular season) or better incentive. For each regular season football game victory equal to or greater than the 7th win of the season, University will pay Employee a bonus of $10,000 for each victory.

M. All-Conference Player Selection. For each WMU football player selected as All-conference, as officially recognized by the Mid-American Conference, University will pay Employee one of the below listed amounts for each player selected All-conference.

For each player selected All-Conference, First Team	$2,000*
For each player selected All-Conference, Second Team	$1,500*
For each player selected All-Conference, Third Team	$1,000*
For each player selected All-Conference, Honorable Mention	$750*

*amount per each player selected up to a maximum of five (5) so recognized in each category.

N. Academic All-Conference Player Selection. For each WMU football player selected as Academic All-conference, as officially recognized by the Mid-American Conference (Faculty-Athletic Representative process), University will pay Employee one of the below listed amounts for each player selected Academic All-conference.

For each player selected as MAC Distinguished scholar-athlete:	$2,000*
For each player selected Academic All-Conference:	$750*

*amount per each player selected up to a maximum of five (5) so recognized in each category.

O. Academic All-District (or region) Player Selection. For each WMU football player selected as Academic All-District 1st team (or region), as officially recognized by the Collegiate Sports Information Directors (CoSIDA), University will pay Employee the below listed amount for each player selected Academic All-District 1st team (or region).

For each player selected Academic All-District 1st team (or region)	$2,000*

*amount per each player selected up to a maximum of three (3) so recognized in this category.

P. Academic All-American Player Selection. For each WMU football player selected as Academic All-American 1st team, as officially recognized by the Collegiate Sports Information Directors (CoSIDA), University will pay Employee the below listed amount for each player selected Academic All-American 1st team.

For each player selected Academic All-American 1st team $4,000*
*amount per each player selected up to a maximum of three (3) so recognized in this category.

6. Withholdings and Taxes. All payments/ provision of compensation and fringe benefits from University are subject to deductions and withholding for taxes, any employee payments for retirement or other benefits to which Coach is entitled or in which Coach participates, and pursuant to other terms and conditions of this Agreement.

Coach agrees that Coach is solely responsible for all taxes imposed by any governmental authority in conjunction with receiving compensation and fringe benefits from University and will rely only upon Coach's own tax and legal advisors regarding any tax consequences or obligations imposed on Coach.

7. Policies and Rules of Conduct; Disciplinary Action; Corrective Action; Termination for Cause

A. Coach is subject to University's policies, procedures, rules of conduct, and disciplinary action applicable to non-bargaining unit employees. In addition, Coach shall be subject to disciplinary or corrective action, including suspension without pay or termination of employment: (1) If Coach is found in violation of NCAA and/or MAC regulation(s) for significant (NCAA Level I or Level II) or repetitive violation(s). If University imposes suspension without pay as a disciplinary or corrective action, the total base salary and fringe benefits due to Coach shall be prorated, suspended, and adjusted accordingly. The University's may impose discipline on Coach which is in addition to any NCAA and/or MAC sanctions imposed.

B. Furthermore, recognizing the unique duties and public image of the head coach position, the parties also agree that the happening of any of the following event(s), and with ten (10) calendar days written notice in advance of the termination date, shall constitute cause for termination giving University the right to terminate this Agreement and Coach's employment without pay and without any further obligations:

(1) A determination by University after providing notice of the behavior at issue and an opportunity for the coach to respond; or by the NCAA, MAC, or other rule-making body having jurisdiction over the activities of the Program; or a court of law that Coach has committed any significant or repetitive violation(s) of any NCAA and/or MAC regulation(s);
(2) A determination by University after providing notice of the behavior at issue and an opportunity for the coach to respond ; or by the NCAA, MAC, or other rule-making body having jurisdiction over the activities of the Program; or a court of law that any assistant coach of Coach has committed significant or repetitive violation of any NCAA and/or MAC regulation(s) and that Coach had actual knowledge of such violation(s), and failed to report such violations or directed that such violation(s) occur;
(3) A determination by the University after providing notice of the behavior at issue and an opportunity for the coach to respond that Coach has engaged in behavior that is seriously prejudicial to the best interests of University, the Program, or its intercollegiate athletics program;
(4) Any other violation by Coach of a material term or condition of this Agreement after providing notice of the behavior at issue and an opportunity for the coach to respond. ;
(5) Any felony or serious misdemeanor conviction of or no contest or guilty plea by Coach;
(6) Coach's failure or unwillingness to perform the duties of the head coach of the Program as set forth in this Agreement or unwillingness to perform such duties in good faith to the best of Coach's ability after thirty (30) days written notice from the Athletics Director and an opportunity to cure;
(7) Automatic termination upon the death of Coach;

(8) Disability of Coach. Disability is defined as the inability to perform the essential duties or functions of head coach for the Program. The determination of disability shall be made by University in its sole discretion.
(9) Coach's serious or repeated misconduct causing substantial embarrassment to the University (for example, material insubordination or impropriety involving a student) found after a reasonable fact finding process.

8. Termination by University Without Cause

A. University is entitled to terminate this Agreement prior to the end of the Term and prior to the expiration of any renewals without cause. Termination without cause shall mean termination of this Agreement by the University on any basis other than those as provided for in Section 7. If University terminates this Agreement without cause, Coach shall be entitled, as Coach's sole remedy, damages only as provided in Sections 8 and 10.

B. Upon termination of this Agreement by the University without cause, University shall pay Coach, as liquidated damages in accordance with the formula set forth below:

1. If University terminates this Agreement between final execution date and January 31, 2018, University shall pay Coach and Coach agrees to accept liquidated damages in an amount equal to: $1,000,000.

2. If University terminates this Agreement between February 1, 2018 and January 31, 2019, University shall pay Coach and Coach agrees to accept liquidated damages in an amount equal to: $800,000

3. If University terminates this Agreement between February 1, 2019 and January 31, 2020, University shall pay Coach and Coach agrees to accept liquidated damages in an amount equal to: $600,000.

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: $400,000.

5. If University terminates this Agreement on or after February 1, 2021, 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.

If Agreement is terminated by University, University shall not be liable for any other loss of income from any source whatsoever.

C. University shall pay Coach liquidated damages amount within sixty (60) calendar days of Coach Termination.

D. In consideration of receiving liquidated damages pursuant to this section, Coach covenants not to sue, file any claim, or proceed in any manner against University for or on account of any claim of any nature whatsoever. This Agreement may be pleaded as a full and complete bar to any claim, lawsuit, or other legal action.

9. Termination by Coach

A. In the event Coach terminates Coach's employment with the University during the term of this Agreement or prior to the expiration of any renewals, University shall be discharged of any and all further obligations under this Agreement to Coach. University shall further be entitled, as its sole

remedy for damages from Coach's early termination of this Agreement only as provided for in Sections 9 and 10.

B. Upon Coach's termination of Coach's employment with University, Coach shall pay University, as liquidated damages the following amounts:

1. If Coach terminates this Agreement between final execution date and November 30, 2017, Coach shall pay University and University agrees to accept liquidated damages in an amount equal to: $1,000,000

2. If Coach terminates this Agreement between December 1, 2017 and November 30, 2018, Coach shall pay University and University agrees to accept liquidated damages in an amount equal to: $800,000.

3. If Coach terminates this Agreement between December 1, 2018 and November 30, 2019, Coach shall pay University and University agrees to accept liquidated damages in an amount equal to: $600,000.

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: $400,000.

5. If Coach terminates this Agreement on or after December 1, 2020, Coach shall pay University liquidated damages in an amount equal to: $225,000.

C. Coach shall pay University liquidated damages amount within sixty (60) calendar days of Coach Termination.

D. In consideration of receiving liquidated damages pursuant to this section, University covenants not to sue, file any claim, or proceed in any manner against Coach for or on account of any claim of any nature whatsoever. This Agreement may be pleaded as a full and complete bar to any claim, lawsuit, or other legal action.

10. Reasons for Liquidated Damages The Parties have bargained for and agreed to the foregoing liquidated damages provisions regarding University's termination without cause and Coach's early termination, giving consideration to the fact that termination by either party under these circumstances prior to the Agreement end date specified in Article 2 may cause the other party to incur certain losses and expenses, which damages are extremely difficult to determine with certainty or adequately. The Parties agree that the liquidated damages provided for are not a penalty but are adequate and reasonable compensation for damages suffered if University terminates the Agreement without cause or if Coach terminates Coach's employment prior to the Agreement end date specified in Article 2.

11. No Obligations After Termination In the event this Agreement is terminated, all obligations of each Party under this Agreement shall cease immediately after such termination occurs, except for the liquidated damages expressly provided for in this Agreement and any base salary and incentive compensation, pursuant to section 5, earned as of the date of termination. In no case shall University be liable to Coach for the loss of any collateral business, or outside employment or income opportunities, or any other loss (including consequential or incidental damages) ensuing from the termination of this Agreement.

12. Notification of Other Opportunities If another coaching opportunity is presented to Coach, or should Coach be interested in another coaching or other position during the term of this Agreement, Coach must personally and promptly notify Athletic Director of such opportunity or interest. Permission to pursue such opportunity shall not be unreasonably withheld.

13. Choice of Law, Limitation Period

This Agreement shall be governed by the laws of the State of Michigan without regard to conflict of law provisions. All claims arising out of this Agreement shall be filed in the Court of Claims of the State of Michigan. Employee and University agree that any claims arising out of this Agreement shall filed in the Court of Claims in accordance with Court of Claims procedures and notice requirements within one (1) year of the event giving rise to the claim and failure file and perfect such claim in the Claims within that one (1) period shall act as a complete and total bar to the claim.

14. Miscellaneous

A. This Agreement and any amendments shall not be effective until signed by Coach, Athletic Director and the President on behalf of University.

B. This Agreement shall be governed by and construed in accordance with the laws of Michigan.

C. University's and Coach's rights and interests under this Agreement may not be assigned, pledged or encumbered.

D. This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the employment of Coach by University and supersedes all prior and subsequent understandings and agreements, oral and written, regarding Coach's employment by University, except those written amendments, signed by Coach, Athletic Director, and the President.

E. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

F. No waiver by the Parties of any default or breach of any term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other term or condition.

G. All materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material or data, furnished to Coach by University or developed by Coach on behalf of University or at University's direction or for University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole, proprietary, and confidential property of University. Coach may retain one copy of his personal personnel records and play book. Further, except for property (real, personal, or intellectual) owned by the University, the University shall not interfere with Coach's ability to gather, retrieve and retain all materials created and derived from Coach's intellectual capital relative to coaching concepts, themes and ideas that were created specifically for the benefit of the football program. Within three (3) days of the expiration or termination of this Agreement, Coach shall immediately ensure that such materials in Coach's possession or control, along with all other University property such as the University vehicle, cellular phone, keys, cards, etc., are delivered to University.

H. Coach shall not incur any indebtedness for or on behalf of University nor shall Coach commit or promise, give away, or make any commitments or promises for trades or agreements for University resources or use of University facilities, including, but not limited to, allowing advertising or promotional activities to occur on University premises without first securing the approval of the Athletic Director or other appropriate University administrator(s). Permission shall not unreasonably be withheld.

I. Nothing contained in this Agreement shall be construed to constitute a waiver or relinquishment by University of its rights, privileges, and immunities provided by law.

15. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given on the earlier of the day actually received personally or on

the day such notice is mailed, postage prepaid, in the U.S mail or other commercial delivery service, addressed to the party at the address set forth below by one party to the other:

To Coach:	Coach's residence
To University:	Athletic Director, Western Michigan University, Kalamazoo, MI 49008 With a copy to University's Vice President and General Counsel

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

COACH

3-31-17

Timothy Lester — Date

FOR UNIVERSITY:

4/5/2017

Dr. John M. Dunn, President — Date

3-31-17

Kathy B. Beauregard, Director of Athletics — Date

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