

EMPLOYMENT AGREEMENT FOR HEAD FOOTBALL COACH

This Employment Agreement for Head Coach of the Western Carolina University Football Team (the "Agreement") is made by and between **Western Carolina University** ("WCU") and **Mr. Mark Speir** ("Coach") as of the date last written below. In consideration of the mutual covenants, promises and conditions in this Agreement, WCU and the Coach agree as follows:

1.0 Employment:

- a) Subject to the terms and conditions stated in this Agreement and the Term Sheet which is attached hereto and incorporated by reference, WCU agrees to employ Mr. Mark Speir as the Head Football Coach and Coach agrees to and accepts the terms and conditions of employment outlined in this Agreement.
- b) The Coach's employment at WCU will be subject to all applicable policies and procedures adopted and approved by the Board of Governors of The University of North Carolina ("UNC"), the Board of Trustees of WCU and the Chancellor of WCU (the "Chancellor"), and WCU's Department of Athletics (the "Department"). In the event of any conflict between the terms of this Agreement and any policies or regulations adopted by the UNC Board of Governors or the WCU Board of Trustees or Chancellor, as those policies and regulations may be amended from time to time (individually referred to as a "Policy" and collectively the "Policies"), the Policies will govern. Coach acknowledges and agrees that he has reviewed and understands the Policies. Coach also acknowledges and agrees that the position is not eligible for tenure.
- c) Coach will be responsible to and work under the direct supervision of the Director of Athletics. The Director of Athletics will evaluate Coach's performance periodically, but no less than on an annual basis.
- d) Coach will manage and supervise the Western Carolina University Football Program ("Football Program"). WCU is committed to providing equal opportunity in education and employment to all applicants, students, and employees. WCU does not discriminate in access to its educational and extra-curricular programs and activities, or with respect to hiring or the terms and conditions of employment, on the basis of race, color, national origin, religion, creed, sex, gender identity and expression, political affiliation, age, disability, veteran status or sexual orientation. WCU actively promotes diversity among students and employees. Coach will follow WCU's EEO policy in all recruitment, supervision and other activities with coaches, applicants, student-athletes, students, and employees.

2.0 Term:

The employment conferred herein is for a stated, definite term commencing on December 22, 2011 and terminating on June 30, 2016, subject to the Policies and the conditions stated herein.

3.0 Compensation:

- a) The total annual base salary for the work performed in this position during the stated term is one hundred sixty-seven thousand five hundred dollars and zero cents (\$167,500.00), payable in approximately equal monthly installments, less customary and applicable deductions and withholdings; and
- b) Coach's compensation may be reviewed periodically, subject to any Policies. Increases in salary during the term of the Coach's employment, if any, are at the sole discretion of the Director of Athletics, and may be subject to legislative mandates, directives from the North Carolina Office of State Personnel, Office of State Budget and/or the Governor, directives from the UNC Board of Governors, and Policies in effect from time to time; and
- c) While employed, Coach will be entitled to receive all employment-related benefits that are normally available to other EPA non-faculty employees with like appointments. Such benefits may include group family health insurance, group family life insurance, and participation in the State's retirement programs. Coach acknowledges that fringe benefits provided by WCU are subject to change from time to time by WCU, UNC and/or the North Carolina General Assembly; and
- d) Coach may earn other revenue while employed by WCU with prior approval of the Chancellor and Athletic Director. Any outside compensation opportunities are specifically subject to compliance with the UNC "Policy on External Professional Activities for Pay" and WCU's policies on external professional activities and conflicts of interest and commitment set forth in University Policy #54. Coach acknowledges and agrees that he has reviewed and understands such policies. Additionally, such opportunities are subject to all other relevant state and federal regulations, policies, and laws concerning conflicts of interest and ethics. Such activities are independent of Coach's employment with WCU, and WCU will have no responsibility for any claims or liabilities arising therefrom. Opportunities for outside compensation will include, but are not limited to, engaging in any radio, television, motion picture, Internet, stage, writing or any similar activity, personal appearances, speeches, commercial endorsements, camps and clinics, except as outlined below. Subject to specific reporting requirements established by WCU, no external activities for pay will be allowed without having on file with the Director of Athletics a signed approval of the "Notice of Intent to Engage in External Professional Activities for Pay" prior to engaging in those activities; and

- e) In accordance with WCU and Department policies and NCAA Bylaw 11.2.2, , Coach will report annually on July 1 to the Director of Athletics all athletically-related income from sources outside WCU, including but 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.

Further, Coach agrees to provide or cause to be provided to WCU reasonable and prompt access to all records related to such income; and

- f) While employed, Coach will be entitled to annual leave in accordance with the Policies; and
- g) WCU shall provide an automobile for use by Coach while he is employed as Coach during the term of this Agreement. Coach will provide all maintenance and operating costs for the automobile including gas, oil, tires and all unwarranted repairs. Coach will also pay all charges for excess mileage unless excused in writing from such payment by the Athletic Director. In the case of a leased vehicle, excess mileage is that mileage which results in the lessor paying a penalty or making supplemental payments under the lease. In the case of a vehicle loaned by a dealer, Coach must not exceed the mileage restrictions imposed by the dealer. If the dealer extends the mileage restrictions for a fee, that fee shall be paid by Coach. Coach shall be responsible for liability and comprehensive automobile insurance for the use and operation of said automobile. Coach shall be responsible for any personal use of the automobile and must pay all taxes (e.g., federal income and FICA) arising from his use of the automobile.
- h) WCU shall pay the cost of reasonable moving expenses. Coach shall ask for and receive no less than three (3) bids from reputable moving companies and shall choose the lowest bid unless otherwise agreed by WCU; and
- i) Coach is entitled to use WCU's group membership at the Waynesville Country Club; and
- j) Coach shall be entitled to the following incentives*:
- i. Football team wins the Southern Conference Regular Season Championship - \$5,000.00;

- ii. Football team finishes second or tied for second in the Southern Conference regular season - \$2,000.00;
- iii. Football team finishes third or tied for third in the Southern Conference regular season – \$1,000.00;
- iv. Football team participates in or receives a bye to the first round of the Football Championship Subdivision I National Championship Playoffs (“FCS Playoffs”) - \$1,000.00;
- v. Football team participates in the second round of the FCS Playoffs - \$1,000.00;
- vi. Football team participates in the quarterfinals of the FCS Playoffs - \$1,000.00;
- vii. Football team participates in the semifinals of the FCS Playoffs - \$1,000.00;
- viii. Football team participates in the FCS National Championship game - \$2,000.00; and
- ix. Football team wins the FCS National Championship game - \$5,000.00

*Points i, ii, or iii are cumulative with points iv; v, vi, vii, viii, and ix. Maximum allowable bonus is \$16,000.00.

4.0 Coach’s Duties and Responsibilities:

- a) Coach is hereby employed by WCU with all the duties, responsibilities, and obligations normally associated with the position of Head Football Coach. Coach must devote all such time, attention, skill, and effort as may be necessary to carry out those duties, responsibilities, and obligations, and all that is reasonably implied thereby, and Coach agrees to perform all duties of this position faithfully and diligently. Duties and Responsibilities will include, but not be limited to, the following:
 - i. Coach must devote best efforts to ensure that qualified student-athletes are recruited and retained and that all such student-athletes progress toward a degree in a defined academic program; and
 - ii. Coach must evaluate, recruit, train and coach student-athletes to succeed academically and compete in a quality intercollegiate athletics program that includes, but is not limited to, quality of play and player discipline - both on and off the field; and
 - iii. Coach must emphasize, support and monitor the educational activities of each student-athlete so as to help ensure each student-athlete’s progress toward a degree

in a defined academic program; and

- iv. Coach must develop programs and procedures with respect to the evaluation, recruitment, training, and coaching of student-athletes in ways which encourage successful competition and incorporate reasonable steps to protect the health and welfare of student-athletes; and
- v. Coach must know, recognize, comply, and participate in the laws, policies, rules, and regulations governing WCU and its employees and the rules of the NCAA and the Southern Conference (or any other conference University may join), as now constituted or as they may be amended during the term hereof; to supervise and ensure that the assistant coaches and any other employees for whom Coach is administratively responsible comply with the aforesaid laws, policies, rules, and regulations, and to immediately advise the Athletics Director if Coach has reasonable cause to believe violations have occurred or will occur. If Coach is found to be in violation of NCAA or Southern Conference ("SoCon") rules and regulations, either while employed by WCU or during prior employment at another NCAA member institution, Coach may be subject to disciplinary action as set forth in NCAA enforcement procedures and/or applicable Policies. Such disciplinary action may include termination for cause in accordance with Section 5.0 below; and
- vi. Coach must observe and uphold all academic standards, requirements, and policies of WCU, working with and cooperating with WCU's administration, the Director of Athletics, and other department heads as necessary; and
- vii. Coach must support administrative policies and procedures that facilitate the achievement of the Department of Athletics' goals and maintain sound academic standards; and
- viii. Coach must be responsible for the overall management, including fiscal and budgetary management functions, associated with the Football Program; and
- ix. Coach must properly supervise assistant coaches and/or personnel staff; and
- x. Coach must work to integrate sports into the whole spectrum of academic life to complement the University and its mission in the community; and
- xi. Coach must devote best efforts in leading, supervising, and promoting the WCU Football Program; and
- xii. Coach must establish and maintain a frequent and systematic program of personal communication with the University's student body; and

- xiii. Coach must use best efforts to bolster the University's image when making public statements; and
- xiv. Coach must be reasonably available for fundraising and development activities benefitting the University, Department, and/or Program, and to coordinate those activities as appropriate with the WCU Office of Development; and
- xv. Coach must maintain the appropriate level of involvement with media, contributors, alumni, and friends of WCU; and
- xvi. Coach agrees that WCU may use, without additional compensation, his name, picture, likeness and voice in connection with programs and endorsements that promote WCU athletics and in all other respects for purposes of this Agreement.

5.0 Termination for Cause:

- a) WCU has the right to terminate this Agreement "for cause" in accordance with the Policies. In addition to the meaning of "for cause" in the Policies, as well as its normally understood meaning in employment agreements, the term "for cause" includes, but is not limited to, any of the following:
 - i. A violation of the duties set forth in Section 4.0 of this Agreement or refusal to perform such duties in good faith to the best of Coach's abilities, and such violation is not remedied by Coach within thirty (30) days from the Coach's receipt of written notice thereof from the Director of Athletics; and
 - ii. A violation by Coach of any of the other material terms and conditions of this Agreement that is not remedied by Coach within thirty (30) days from Coach receipt of written notice thereof from the Director of Athletics; and
 - iii. A violation by Coach of any material policy; procedure; rule; or regulation of the Department, WCU or UNC; and
 - iv. Any conduct of Coach that constitutes moral turpitude or which would tend to bring public disrespect, contempt or ridicule upon WCU, or which could reasonably be expected to be harmful to the interests or reputation of WCU, as reasonably determined by the Director of Athletics; and
 - v. Any conviction of, or guilty plea, including an Alford Plea, to a felony or a criminal offense which constitutes fraud, dishonesty or moral turpitude; and
 - vi. A major violation of a major NCAA or SoCon regulation or bylaw by Coach, or the knowing participation in or acceptance by Coach of a major violation by another person, or a major violation by a coach, an assistant coach or staff member, of which Coach had reason to know or should have known through

the exercise of reasonable diligence. For purposes of this subsection, whether or not a major violation has occurred shall be reasonably determined in the discretion of the Director of Athletics after his review of the relevant facts and circumstances; and

vii. Misconduct of Coach, assistant coach or staff member of which Coach knew, had reason to know, or should have known through the exercise of reasonable diligence, which brings discredit to WCU and which could reasonably be expected to be harmful to the interests or reputation of WCU, as reasonably determined by the Director of Athletics; and

viii. Prolonged absence from duty without the consent of the Director of Athletics; and

ix. Continued failure to positively represent WCU and WCU's athletics programs in private and/or public forums after receiving written notice of such failure from the Director of Athletics.

b) In the event of termination of Coach's employment "for cause" prior to the expiration of this Agreement, all obligations of WCU to make further payments and/or provide other consideration and benefits hereunder will cease as of the end of the month in which such termination occurs. In addition, WCU will not be liable to Coach for loss of any collateral business opportunities or any other benefits, perquisites, or income from any other sources.

c) Coach has the right to terminate this Agreement if WCU is in material breach of the terms of this Agreement and such breach is not remedied within thirty (30) days from the Director of Athletics' receipt of written notice thereof from Coach. Neither party will have any further obligation to the other from and after the effective date of such termination.

d) Immediately upon termination of this Agreement, Coach must return all material owned or managed by WCU.

6.0 Termination without Cause:

a) WCU may terminate this Agreement without cause at any time by giving written notice to Coach; provided, however, that WCU will provide any compensation owed to Coach under Section 3(a) for the remainder of the term of this Agreement. Such amounts, if any, will be paid on a monthly basis, subject to customary and applicable deductions and withholdings, for each month remaining in the term of this Agreement, including any extension thereof (hereinafter "Remainder Term"). Coach may be entitled to the continuation of certain benefits under the Policies. WCU will not be liable for any loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of WCU's termination of this Agreement without cause.

- b) The compensation due Coach under Section 3(a) for the Remainder Term will be reduced by Coach's earned income from all other sources during the Remainder Term. The measure of income earned by Coach during the Remainder Term will be determined by WCU from signed individual or joint income tax returns of Coach covering any and all parts of the Remainder Term as submitted by Coach to the United States Internal Revenue Service (IRS). Coach hereby agrees to provide WCU with written notice of subsequent employment or contractual engagements for remuneration. Coach further agrees to provide certified copies of said tax returns at the same time they are filed with the IRS, and agrees to execute or cause the execution of any documents necessary to authorize WCU to obtain certified copies of all such tax returns directly from the IRS. Coach will refund immediately to WCU any payments in excess of the compensation remaining due under this Section after reductions have been calculated. Failure of Coach to perform any obligations set forth in this Section 6.0 will relieve WCU of all further obligations under this Agreement. The obligations of Coach to refund payments and provide tax returns to WCU will survive the ending date of the term of this Agreement or any extension thereof. In the event Coach secures a position as a "volunteer coach" with a Division I football program or professional football team, the market value of said position, as determined by the Institution, maybe withheld from an subsequent payments due Coach.
- c) Immediately upon termination of this Agreement, Coach must return all material owned or managed by WCU.

7.0 Termination by Coach:

- a) The Parties agree that the damages incurred by WCU due to termination by Coach without cause, prior to the expiration of the Term of this Agreement would be impossible to assess. WCU would, at the very least, have to perform a search for a new Head Football Coach; would likely lose and be forced to replace current coaching staff; would likely lose valuable recruits; and may incur a loss of reputation. Coach may terminate this Agreement without cause at any time by giving written notice to WCU; provided, however, that Coach will pay to WCU, as liquidated damages, a sum of not more than Coach's base salary for the remaining years of the Term of this Agreement including any extensions thereof.
- b) Coach agrees that the promise to work for WCU for the entire term of the Agreement is essential to WCU. The parties agree that Coach has special, exceptional, and unique knowledge, skill and ability as a Head Football Coach, rendering Coach's services unique. Coach therefore agrees, and hereby specifically promises, not to actively seek, negotiate for, or accept an athletics related job at a college or university or related employment, under any circumstance during the term of this Agreement and/or any extension, without first obtaining written permission from the Director of Athletics. WCU agrees not to unreasonably withhold permission for Coach to discuss another position.

- c) Coach agrees that WCU will have the right, in addition to any other rights which WCU may possess at law or in equity, to enjoin Coach from performing athletic related activities or other related services in violation of this Agreement for any person, university, firm, corporation or other entity through the term of this Agreement and/or any extension. Coach also agrees to indemnify and hold WCU harmless for its costs in any judicial proceeding necessary or appropriate to enforce WCU's rights under this Agreement, including court costs and attorney's fees.
- d) Immediately upon termination of this Agreement, Coach must return all material owned or managed by WCU.

8.0 Termination for Death or Disability of Coach:

- a) This Agreement shall terminate automatically if Coach dies, or if Coach becomes disabled and is unable to perform the essential functions of the job with or without a reasonable accommodation.
 - i. If this Agreement is terminated pursuant to this Section 8.0 because of death, Coach's salary and all other benefits shall terminate as of the calendar month in which death occurs, except that Coach's personal representative or other designated beneficiary shall be paid all such death benefits, if any as may be contained in any benefit plan now in force or hereafter adopted by WCU and due to Coach as an EPA non-faculty employee. Coach's personal representative or designated beneficiary shall be paid all earned but unpaid compensation pursuant to the terms of this Agreement.
 - ii. In the event that Coach becomes and remains unable, in the sole judgment of the Director of Athletics, to perform the essential functions of Coach's employment hereunder for a period of ninety (90) days because of medical illness or incapacity and WCU affords written notice of termination under this Subsection 8(a)(ii), WCU shall have no further liability to Coach pursuant to this Agreement except for payment of amounts due Coach accrued hereunder prior to the date of termination and payment of any disability benefits to which Coach may be entitled pursuant to any disability program in which Coach is enrolled through WCU.

9.0 Restrictions on Other Employment:

In the event of a termination of this Agreement under Section 7.0 above, Coach agrees that he will not obtain athletic related employment with any SoCon member university for the time period remaining under this Agreement unless Coach obtains the prior written approval of the Director of Athletics. The parties agree that money damages would be inadequate to remedy a breach of this covenant; therefore, WCU shall have the right to obtain from any court such equitable, injunctive, or other relief as may be appropriate, including a decree enjoining Coach from violating this Section 9.0.

10.0 Relationship between the Parties:

The relationship between Coach and WCU will be determined solely by the terms and conditions of this Agreement, the Policies, and any and all other applicable WCU, Department and UNC policies, rules, and regulations as they may be amended from time to time.

11.0 Ownership of Information:

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 WCU or developed by Coach on behalf of WCU or at WCU's direction or for WCU's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole and confidential property of WCU. If WCU requests access/or the return of such materials at any time during or at or after the termination of Coach's employment, Coach shall immediately deliver all such information to WCU at his/her own expense. In the event that this Agreement is terminated, Coach shall not delete, destroy, remove, or otherwise misuse any records or information owned by WCU including any work product created by Coach during his tenure as Head Football Coach. The deletion, destruction, removal or misuse of records of information owned by WCU shall render WCU's Article 6 responsibilities null and void.

12.0 Taxes:

Coach acknowledges that, in addition to the base salary provided for in this Agreement, certain benefits that Coach receives incident to this employment relationship with WCU may give rise to taxable income. Coach agrees to be responsible for the payment of any taxes (including federal, state and local taxes) due on such income. Coach also understands that WCU shall withhold taxes on amounts paid or due to Coach, and the value of benefits provided to Coach, to the extent required by applicable law and regulation.

13. Public Record:

Coach acknowledges and understands that, upon execution of this Agreement, the payment amounts and other terms and conditions contained herein shall not be confidential and shall be considered a public record within the meaning of the North Carolina Public Records Act.

14.0 Governing Law:

This Agreement will be governed by and construed under the laws of the State of North Carolina without regard to its conflicts of law provisions. The courts of North Carolina will be the forum for any lawsuits arising from or incident to this Agreement. The parties

agree that any rule to the effect that an agreement shall be construed against the party drafting shall have no application to this Agreement.

15.0 Severability:

If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for any reason, it will be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions will not be affected thereby.

16.0 Board of Trustees' Approval:

The parties understand that, in accordance with UNC Policy 1100.3, this Agreement will not be valid until it is approved by the Board of Trustees of WCU.

18.0 Non-assignment:

Neither party to this Agreement will assign this Agreement as a whole, or in part, without the prior written consent of the other. Any attempt to do so will render this Agreement null and void.

19.0 Coach Subject to Reassignment:

Throughout the term of this Agreement, Coach shall use his best efforts for the exclusive benefit of WCU. It is understood by the parties, however, that during the term of this Agreement WCU retains the right to reassign Coach to other positions with different duties that WCU deems to be reasonably consistent with Coach's education and experience, with no diminution in base salary. Upon cessation of Coach's duties and responsibilities, Coach shall voluntarily relinquish all appointments on NCAA or SoCon committees, subcommittees and/or councils of any nature. If WCU makes such a decision to reassign Coach and Coach refuses to accept such reassignment, then WCU may immediately terminate this Agreement without further obligation to Coach.

20.0 Notices:

Whenever it will be required or permitted that notice or demand be given or served by either party to this Agreement on the other, unless otherwise specifically provided, such notice or demand will be given or served in writing by hand delivery or certified mail, return receipt requested, addressed as follows:

To Western Carolina University:

Western Carolina University
510 HFR Administration Building
Cullowhee, NC 28723
Attn: Chancellor
Copy to: General Counsel

To Coach:


Mr. Mark Speir

20.0 Entire Agreement:

This Agreement along with the Term Sheet, which is attached hereto and incorporated herein by reference, shall constitute the full and complete agreement of the parties. No prior or subsequent written or oral understandings or representations pertaining to the subject matter of this Agreement and the Term Sheet shall be binding upon the parties unless contained herein or set forth in the form of written amendments(s) to this Agreement executed by both parties prior to becoming effective.

AGREED AND ACCEPTED:

WESTERN CAROLINA UNIVERSITY


CHANCELLOR

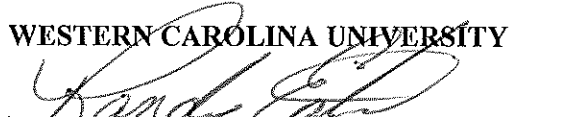
5 September 2012
DATE

COACH


NAME

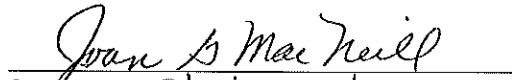
8-13-12
DATE

WESTERN CAROLINA UNIVERSITY


DIRECTOR OF ATHLETICS

8/13/12
DATE

Approved by the Board of Trustees of Western Carolina University at its regularly scheduled meeting held on September 7, 2012.


Secretary Chairman

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT ("Amendment") is entered into on the 27th day of January, 2015 by and between **Western Carolina University** ("WCU") and **Mr. Mark Speir** ("Coach").

RECITALS

WHEREAS, WCU and Coach entered into an Employment Agreement dated September 07, 2012 (the "Employment Agreement"); and

WHEREAS, WCU and Coach currently desire to extend the term of the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree to modify the Employment Agreement as follows:

1. The Recitals set forth above are incorporated herein by reference and made a part of this Amendment. The terms not defined herein shall have the meaning ascribed to them in the Employment Agreement.

2. The term of the Employment Agreement is hereby extended for a period of four (4) years, terminating on June 30, 2020.

3. Paragraph 3.0(a) of the Employment Agreement shall be amended as such:

The total annual base salary for the work performed in this position until June 30, 2016 is one hundred seventy one thousand three hundred fifty eight dollars and zero cents (\$171,358.00), payable in approximately equal monthly installments, less customary and applicable deductions and withholdings. The total annual base salary for work performed in this position beginning on July 1, 2016 is two hundred eleven thousand, three hundred and fifty eight dollars (\$211,358.00), payable in approximately equal monthly installments, less customary and applicable deductions and withholdings; and

4. Paragraph 3.0(j) of the Employment Agreement shall be amended as such:

*Points i or ii are cumulative with points iii, iv, v, vi, vii, viii, and ix. Maximum allowable bonus is \$24,000.00

5. Paragraph 3.0(j)(iii) of the Employment Agreement shall be deleted in its entirety and replaced with the following:

Coach wins Southern Conference Coach of the Year - \$5,000.00;

6. Paragraph 3.0(j)(viii) of the Employment Agreement shall be deleted in its entirety and replaced with the following:

Football team participates in the FCS National Championship game - \$5,000.00;
and

7. Paragraph 7.0(a) of the Employment Agreement shall be deleted in its entirety and replaced with the following:

Coach may terminate this Employment Agreement without cause at any time by giving written notice to WCU; provided, however, that Coach will remit to WCU, as liquidated damages, the amount specified in this paragraph. The parties have bargained for and agreed to the following liquidated damages provision, giving consideration to the fact that WCU will incur administrative, recruiting and resettlement costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Employment Agreement prior to its expiration, which damages are extremely difficult to determine with certainty. The foregoing shall not be, nor be construed to be, a penalty.

i. In the event that Coach terminates this Employment Agreement without cause prior to June 30, 2018, Coach will pay to WCU as liquidated damages the full balance of the salary due as specified in the Employment Agreement. All sums required to be paid by Coach to WCU under this paragraph shall be payable within two (2) years of termination by Coach.

ii. In the event that Coach terminates this Employment Agreement without cause after July 1, 2018 and prior to June 30, 2019, Coach will pay to WCU as liquidated damages one-half (50%) of the balance remaining on this Employment Agreement. All sums required to be paid by Coach to WCU under this paragraph shall be payable within two (2) years of termination by Coach.

iii. In the event that Coach terminates this Employment Agreement without cause after July 1, 2019 and prior to June 30, 2020, Coach will pay to WCU as liquidated damages one-tenth (10%) of the balance remaining on this Employment Agreement. All sums required to be paid by Coach to WCU under this paragraph shall be payable within two (2) years of termination by Coach.

8. Except as modified and amended by this Amendment, all of the terms and provisions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and a duly authorized officer and representative of WCU have executed this Amendment on the day and year first written above.

WESTERN CAROLINA UNIVERSITY

COACH

By: *David S. Belcher*
Chancellor

Mark Speir

By: *Randy Tate*
Athletic Director

Approved by the Board of Trustees at its meeting on FEBRUARY 4, 2015.

Greg L. Welch
ASSISTANT Secretary

2/4/2015
Date