

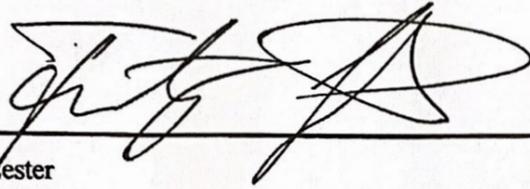
**WESTERN MICHIGAN UNIVERSITY
SECOND AMENDMENT TO FULL-TIME HEAD COACH EMPLOYMENT
AGREEMENT**

This Second Amendment to the Full Time Head Coach Employment Agreement is effective when executed by the Parties and is between the Board of Trustees of Western Michigan University (“WMU”) and Timothy Lester (“Employee” or “Coach”), collectively the Parties.

WMU and Coach entered into a Full-Time Head Coach Employment Agreement dated January 13, 2015, and entered into a First Amendment to that agreement dated December 19, 2018. For the mutual consideration contained here in WMU and Coach hereby agree to further amend their Agreements between them as follows:

1. Paragraph 3 of the Full-Time Head Coach Employment Agreement dated January 13, 2017 “**Compensation**” shall be modified as follows:
 - A. Fringe Benefits: 1) Coach shall no longer be entitled to an auto allowance or courtesy vehicle; however, the Athletic Director may provide a courtesy vehicle in their sole discretion; 2) Coach shall no longer be entitled to pay or reimbursement for any cell phone, nor is WMU obligated to provide Coach a cell phone;
 - B. Radio, Television, and Internet Revenue Compensation: From July 1, 2020 through June 30, 2021, coach compensation for radio, television and internet appearances shall be reduced from \$287,500 to \$187,500.
 - C. Public Appearance/Speaking Engagement Compensation: From July 1, 2020 through June 30, 2021, coach compensation for public appearance/speaking engagements shall be reduced from \$287,500 to \$187,500.
2. New Clause: A new clause, as Paragraph 14(j) shall be added to the January 13, 2017, Agreement between the Parties as follows: Any prevention, delay or stoppage of all activities at Western Michigan University and/or the Western Michigan University Athletics Department due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, epidemic or pandemic, and other causes beyond the reasonable control of the party obligated to perform shall excuse the performance by either party for a period equal to any such prevention, delay or stoppage.
3. Other than as described herein the Full-Time Head Coach Employment Agreement dated January 13, 2015, and First Amendment to that agreement dated December 19, 2018, shall remain in full force and effect.
4. Acknowledgment. Coach acknowledges that Coach 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



6/29/20

Timothy Lester

Date

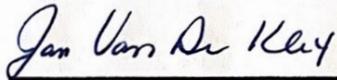
FOR UNIVERSITY:



7/10/2020

Kathy B. Beauregard, Director of Athletics

Date



6-29-2020

Jan Van Der Kley, Treasurer for the Board of Trustees

Date