

**FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT
OF MEN'S HEAD BASKETBALL COACH
WICHITA STATE UNIVERSITY**

THIS AGREEMENT is by and between the WICHITA STATE UNIVERSITY INTERCOLLEGIATE ATHLETIC ASSOCIATION, INC., a not-for-profit corporation organized under the laws of Kansas (hereinafter "ICAA") and GREGG MARSHALL (hereinafter "Mr. Marshall") and MARSHALL HOOPS, LLC, (Marshall Hoops).

WITNESSETH:

WHEREAS, ICAA and Mr. Marshall entered into a Contract for Employment on September 24, 2015 (hereinafter the "Original Agreement"); and

WHEREAS, ICAA, Mr. Marshall and Marshall Hoops are mutually desirous of amending and modifying certain terms of the Original Agreement; and

WHEREAS, ICAA and Mr. Marshall and Marshall Hoops believe it to be in their mutual best interest to specifically set forth the terms and conditions of their agreement in writing;

WHEREAS, ICAA and Mr. Marshall and Marshall Hoops agree that nothing in the original agreement shall change except as specifically noted below;

NOW, THEREFORE, in consideration of the above premises and the individual and mutual promises of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties hereto that:

1. Paragraph 3.1.3, 3.1.4, 3.1.5., 3.1.6, 3.1.7 (and the paragraph following), and 3.2 of the Original Agreement, are hereby deleted in its entirety and replaced with the following:

3.1.3. Regular Compensation. In consideration of Mr. Marshall's services and the satisfactory performance of the terms and conditions of the contract for employment by Mr. Marshall, ICAA will pay Mr. Marshall an annual salary of TWO HUNDRED SEVENTY THOUSAND and NO/1.00 DOLLARS (\$270,000.00).

3.2. Mr. Marshall and ICAA understand and agree that the annual salary amounts set forth above includes compensation for services outlined, described and set forth in Section 2.

2. The following paragraphs will be added to Section 5 (previously blank).

5.1. ICAA shall pay MARSHALL HOOPS, LLC annually for professional services rendered by Mr. Marshall, including but not limited to, television and radio

appearances, the Shocker Sports Report, and personal appearances, speaking engagements and public relation efforts by Mr. Marshall on behalf of the ICAA, the Program and WSU. The Director of Athletics shall determine what appearances are required for Mr. Marshall, said determinations to be reasonable and after consultation with Mr. Marshall.

5.2. The payments to MARSHALL HOOPS, LLC as described in Section 5.1 are contingent on Head Coach's participation and cooperation performing said duties as described in Section 5.1 above and duties described in the separate Professional Services Agreement signed and effective as of January 1, 2017. The payments to MARSHALL HOOPS, LLC shall be on the following schedule:

5.2.1. As of the first day of the third to final pay period of the pay cycle in the fiscal year 2017, MARSHALL HOOPS, LLC will annually receive TWO MILLION SEVEN HUNDRED THIRTY THOUSAND and NO/1.00 DOLLARS (2,730,000.00).

5.2.2. As of the first day of the third to final pay period of the pay cycle in the fiscal year 2018, MARSHALL HOOPS, LLC will annually receive THREE MILLION TWO HUNDRED THIRTY THOUSAND and NO/1.00 DOLLARS (\$3,230,000.00).

5.3 The parties agree that each party is solely responsible for its own tax consequences. In other words, each party is solely responsible for any and all tax liability levied against it for any reason, including any potential penalties.

3. Paragraph 8.21. of the Original Contract, is deleted in its entirety and replaced with the following:

8.21. Should ICAA terminate Mr. Marshall for any reason other than those set forth under paragraph 7.2. above, prior to the completion of the Contract for Employment, it is agreed that ICAA will be obligated to pay Mr. Marshall either the sum of FIFTEEN MILLION AND NO/1.00 DOLLARS (\$15,000,000.00) or the amount remaining under this Contract for Employment (calculated by multiplying the number of years remaining on the contract by the total compensation set forth in paragraphs 3.1. and 5.2. collectively), whichever is less.

4. Paragraph 4.1.3 of the Original Contract is deleted in its entirety and replaced with the following:

Beginning June 1, 2017, all future endorsements, agreements and consultations with athletic shoe, apparel and/or basketball equipment manufacturers will be the responsibility of ICAA, as determined by the Director of Athletics, including, but not limited to, selection all footwear, apparel and/or equipment to be used by student athletes and staff during official practices and games for all ICAA sports and activities.

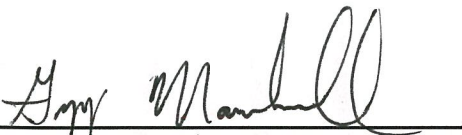
5. Athletic Conference: The following paragraph shall be added as paragraph 19:

Any reference in the Original Contract to the Missouri Valley Conference shall be replaced with "the Athletic Conference of which WSU/ICAA is a member (hereinafter "Conference").


6. Fines: The following paragraph shall be added as paragraph 20:


Beginning with the date this Amendment is fully executed and going forward, any economic fine or penalty assessed by the NCAA or Conference against the ICAA due to behavior, conduct or other action specific to sportsmanship or decorum by Mr. Marshall, family members or guests of Mr. Marshall, will be paid by Mr. Marshall or, if initially paid by ICAA, Mr. Marshall will reimburse ICAA for such payment, within thirty (30) days of said payment by ICAA.

GREGG MARSHALL

By: 
Date: 7-6-17

**WICHITA STATE UNIVERSITY
INTERCOLLEGIATE ATHLETIC
ASSOCIATION, INC.**

By: 
Name: Darron Boatright
Title: Director of Athletics
Date: 7.6.17

MARSHALL HOOPS, LLC
By: 
Date: 7-6-17