

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").

WITNESSETH:

WHEREAS, ICAA and Mr. Marshall entered into a Contract for Employment on May 18, 2011 (hereinafter the "Original Agreement"); and

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

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

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 of the Original Contract is hereby deleted in its entirety and replaced with the following:

3. *Compensation*

3.1. 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:

3.1.1. An initial annual base salary of TWO HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/1.00 DOLLARS (\$277,500.00), said amount payable in accordance with normal payroll procedures of ICAA, commencing as of April 16, 2011; provided, however, that the initial annual base salary shall be considered to be for the period running from April 16, 2011, through April 15, 2012.

3.1.2. An annual increase in salary to be effective in each succeeding year as determined appropriate by the AD, said increase to be at least in an amount no less than the average amount of increases given to ICAA administrative employees.

3.2. Additional Compensation. In addition to the annual base set salary provided for in Paragraph 3.1.1., Mr. Marshall shall receive annual compensation of ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/1.00 DOLLARS (\$177,500.00) as a signing incentive for the purposes of entering into this contract for employment; TWO HUNDRED NINETY THOUSAND AND NO/1.00 DOLLARS (\$290,000.00) for required radio and television appearances, including, but not limited to, the *Shocker Sports Report*; and TWO HUNDRED EIGHTY-FIVE THOUSAND AND NO/1.00 DOLLARS (\$285,000.00) for required personal appearances and public relations efforts on behalf of ICAA, the Program and WSU. The additional compensation shall be payable in accordance with normal payroll procedures of the ICAA, commencing as of April 16, 2010.

3.3. Performance Incentives. Mr. Marshall shall also be entitled to potential additions to the base salary amount set forth in paragraph 3.1.1. above as determined by ICAA on an annual basis. An annual determination will be made based upon the previous year's results for the Program and will be paid as salary over the next twelve month period, less all amounts required to be withheld and deducted; provided, however, that Performance Incentives, if any, shall not carry forward to the next twelve month period and are not subject to any annual increases. Performance Incentive payments are made on the premise that the generation of attention, visibility and revenue from successful performance are of significant value to ICAA and WSU and should be appropriately recognized and rewarded. The following potential Performance Incentives shall apply as long as Mr. Marshall is employed as Head Coach by ICAA:

3.3.1. If the Program has a winning Conference record, an additional \$20,000.00 will be paid to Mr. Marshall.

3.3.2. Mr. Marshall will be paid \$20,000 for a multi-year Academic Progress Rate ("APR") of .930 or better.

3.3.3. If the Program finishes the regular season with 20 or more wins, an additional \$20,000.00 will be paid to Mr. Marshall.

3.3.4. If the Program successfully fulfills the Missouri Valley Conference non-conference scheduling policy, an additional \$20,000.00 will be paid to Mr. Marshall.

3.3.5. If the Program finishes as regular season champion or co-champions of the Conference, an additional \$18,000.00 will be paid to Mr. Marshall.

3.3.6. If a post-season Conference tournament is held and the Program is champion of that tournament, an additional \$18,000.00 will be paid to Mr. Marshall.

3.3.7. If the Program makes an appearance in the post season National Invitation Tournament (hereinafter "NIT"), an additional \$18,000.00 will be paid to Mr. Marshall.

3.3.8. If the Program plays in the championship game of the NIT, an additional \$25,000.00 will be paid to Mr. Marshall.

3.3.9. If the Program appears in the NCAA post-season tournament, an additional \$36,000.00 will be paid to Mr. Marshall for each game played.

3.3.10. If the Program is one of the final sixteen (16) teams in the NCAA post-season tournament, an additional \$60,000.00 will be paid to Mr. Marshall.

3.3.11. If the Program is one of the final four (4) teams in the NCAA post-season tournament, an additional \$100,000.00 will be paid to Mr. Marshall.

3.3.12. If the Program wins the NCAA national championship, an additional \$200,000.00 will be paid to Mr. Marshall.

3.3.13. If Mr. Marshall is selected as the Missouri Valley Conference Coach of the Year, an additional \$25,000.00 will be paid to Mr. Marshall.

3.3.14. If Mr. Marshall is selected as the National Association of Basketball Coaches and/or the Associated Press Coach of the Year, an additional \$50,000.00 will be paid to Mr. Marshall.

As an illustrative example of the intent of the above Paragraph 3.3, if the Program has a winning Conference record (\$20,000.00), a APR of .930 or better (\$20,000), wins the Conference regular season championship (\$18,000.00), appears in three games in the NCAA post-season tournament (3 x \$36,000.00 = \$108,000.00), and is one of the final sixteen (16) teams in the NCAA post-season tournament (\$60,000.00), Mr. Marshall would be entitled to a total Performance Incentives payment of \$226,000.00.

3.4. Additional Benefits. In consideration of Mr. Marshall's services as Head Coach and the satisfactory performance of this contract for employment, ICAA will provide Mr. Marshall with the following additional benefits:

3.4.1. Such normal employee fringe benefits as ICAA generally provides to its comparable employees, including by way of example and not by way of limitation, workers compensation insurance, annual leave, sick leave, hospitalization/medical insurance, retirement benefits, disability insurance.

3.4.2. Two courtesy cars, or an allowance in lieu of same, as determined by ICAA. If Mr. Marshall is provided with courtesy cars rather than an allowance, it is Mr. Marshall's sole responsibility, at his expense, to insure said vehicle according to requirements established by ICAA. ICAA will reimburse Mr. Marshall for amounts expended for vehicle registration, upon

provision of appropriate proof of payment. Mr. Marshall may use the provided courtesy cars for personal and business use.

3.4.3. Complimentary memberships at Flint Hills National Golf Club, the Crestview Country Club and at Genesis Health Club, for so long as ICAA deems the same financially practical. All monthly dues may be paid from the Program or funds maintained for the Program with the WSU Endowment Association, but all other charges are the responsibility of Mr. Marshall.

3.4.4. Sixteen (16) complimentary tickets to each men's intercollegiate basketball games played at Koch Arena, said tickets to be used at Mr. Marshall's discretion.

3.4.5. ICAA will provide the usage of a private plane for recruiting trips by Mr. Marshall, or a member of his coaching staff as designated by Mr. Marshall, for a minimum of six (6) times during each year of Mr. Marshall's contract of employment. The arrangements for utilization of a private plane shall be made by the AD or the AD's designee.

3.4.6. ICAA will provide jet charters of at least thirty (30) seats for all away game travel by the men's basketball team during each year of Mr. Marshall's contract of employment. Mr. Marshall agrees that a chartered bus of at least thirty (30) seats may be used for away game travel by the men's basketball team to the following destinations: Springfield, Missouri (Missouri State University), Tulsa, Oklahoma, Kansas City, Missouri, and any other non-conference game within two hundred (200) miles of Wichita, Kansas. Mr. Marshall's spouse and/or children will be permitted to travel on the chartered jet, without cost, for a minimum of six (6) regular season away games, to exempt pre-season tournaments and to post-season tournaments, during each year of Mr. Marshall's contract of employment. Mr. Marshall shall be responsible for notifying the AD, a minimum of forty-eight (48) hours in advance, as to which games and/or tournaments his family wishes to travel.

3.4.7. Subject to applicable NCAA and Conference rules, Mr. Marshall shall have the prerogative to select and retain up to three (3) assistant basketball coaches, subject to the approval of the AD. ICAA will provide the sum of THREE HUNDRED SEVENTY-SIX THOUSAND AND NO/1.00 DOLLARS (\$376,000.00) as a salary pool for Mr. Marshall to hire and retain three (3) full-time coaching assistants.

3.4.8. ICAA will provide the sum of SIXTY-FIVE THOUSAND EIGHT HUNDRED FIVE AND NO/1.00 DOLLARS (\$65,805.00) for Mr. Marshall to hire and retain a Director of Basketball Operations (non-coaching), subject to the approval of the AD.

3.4.9. Commencing as of April 16, 2016, ICAA shall provide a total of THIRTY-FIVE THOUSAND AND NO/1.00 DOLLARS (\$35,000.00) to Mr. Marshall to be used to fund salary increases for his three (3) full-time coaching assistants and for the Director of Basketball Operations (non-coaching). A minimum amount of TEN THOUSAND AND NO/1.00 DOLLARS (\$10,000.00) shall be made available as of April 16 of each year to fund increases for FY 2013, 2014 and 2015 (the parties agree that Mr. Marshall has been provided TWENTY-FIVE

THOUSAND AND NO/1.00 DOLLARS (\$25,000.00) AS OF April 16, 2011, to fund increases for FY 2012. Any salary increases for the assistants and the Director of Basketball Operations shall be determined in consultation with the AD.

3.4.10. ICAA will support and provide funding, consistent with requirements and/or limitations of the WSU Graduate School, for Mr. Marshall to hire and retain an Assistant to the Head Coach/Director of Player Development (non-coaching, graduate assistant position), subject to the approval of the AD. The current funding amount is EIGHT THOUSAND TWO HUNDRED AND NO/1.00 DOLLARS (\$8,200.00).

3.4.11. Reserved.

3.4.12. Mr. Marshall will receive an annuity of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/1.00 DOLLARS (\$125,000.00) per year, said amount to vest at the completion of each successive basketball season and to be payable every three (3) seasons. If Mr. Marshall were to leave the employment of the ICAA after completion of the 2012-2013 season, he would receive a one-time payment of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/1.00 DOLLARS (\$125,000.00); if Mr. Marshall were to leave the employment of the ICAA after completion of the 2013-2014 season, he would receive a one-time payment of TWO HUNDRED FIFTY AND NO/1.00 DOLLARS (\$250,000.00); after completion of the 2014-2015 season, he would receive a one-time payment of THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/1.00 DOLLARS (\$375,000.00). This payment schedule would repeat and continue throughout Mr. Marshall's employment with the ICAA.

3.4.13. ICAA agrees to provide Mr. Marshall with three (3) personal flights on private aircraft (eight seats) to anywhere in the continental United States during each contract year, i.e., April 16 to April 15. Mr. Marshall agrees that withholding shall be applied to a mutually agreed upon value of this benefit.

3.4.14. Mr. Marshall will be provided \$10,000.00 at the beginning of each contract year to be used during that contract year for business-related entertainment. Mr. Marshall will maintain records and provide receipts of all expenditures to the AD or the AD's designee. Any amount not expended at the end of the contract year will be returned to the ICAA.

3.1.15. ICAA agrees to provide ONE HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$100,000.00) on an annual basis for an educational trust (hereinafter "Trust") for Mr. Marshall's two children until each respective child graduates from high school. The Trust shall be created by Mr. Marshall with his two children named as beneficiaries of the Trust for purposes of funding their college education and Mr. Marshall shall be the named Trustee. On April 16, 2013, and each April 16 thereafter, ICAA will provide the agreed upon amount to Mr. Marshall, who will pay all required taxes relating to the payment and then deposit the entire post-tax amount into the Trust. Mr. Marshall will provide ICAA with an accounting of all deposits into the Trust upon request by the ICAA. ICAA payments to the Trust will discontinue immediately if Mr. Marshall

ceases to be the Head Coach of the Program; provided, however, that it is the intent of the parties that the payment be made for each full season Mr. Marshall completes as Head Coach of the Program.

3.5. It is agreed that the compensation paid to Mr. Marshall by ICAA shall be subject to the same payroll deductions, including by way of example and not by limitation, state and federal taxes, FICA withholding, benefit programs requiring employee contribution, that apply to ICCA's employees.

3.6. It is agreed that Mr. Marshall will bear ultimate responsibility for any and all tax consequences of amounts paid to Mr. Marshall as compensation pursuant to this contract for employment.

3. It is agreed that paragraphs 3.3.1., 3.3.2., 3.3.3., 3.3.4. and 3.3.13, as set forth above, will be retroactive and applicable for purposes of the 2011-2012 season.

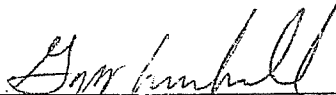
4. That except for the revisions made above, the terms of the Original Agreement shall remain in effect and unchanged.


5. That a copy of this First Amendment shall be attached to the Original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said agreement to become effective as of the later date.

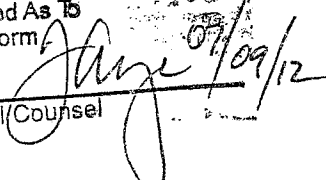
GREGG MARSHALL

WICHITA STATE UNIVERSITY
INTERCOLLEGIATE ATHLETIC
ASSOCIATION, INC.

By: 
Date: 7-16-12

By: 
Name: Eric L. Sexton
Title: Director of Athletics
Date: 7/12/2012

Approved As To
Legal Form


General Counsel