

SECOND 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 entered into a First Amendment to Contract for Employment on July 16, 2012 (hereinafter "First Amendment"); and

WHEREAS, ICAA and Mr. Marshall are mutually desirous of amending and modifying certain terms of the Original Agreement as amended by the First Amendment; and

WHEREAS, in view of the ICAA's willingness to re-negotiate and amend the Original Agreement in 2012 and 2013, Mr. Marshall feels it fair and appropriate to include specific language about future contract negotiations; 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 3.1.1. and Paragraph 3.1.2. of the Original Agreement, as amended by the First Amendment, are hereby deleted in their entirety and replaced with the following:

3.1.1. As of April 14, 2013, Mr. Marshall will receive an annual base salary of FIVE HUNDRED ELEVEN THOUSAND FIVE HUNDRED AND NO/1.00 DOLLARS

(\$511,500.00). He will also be paid additional compensation of THREE HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED AND NO/1.00 DOLLARS (\$382,500.00) for required radio and television appearances, including, but not limited to, the *Shocker Sports Report*; and THREE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/1.00 DOLLARS (\$377,500.00) for required personal appearances and public relations efforts on behalf of the ICAA, the Program and WSU. The amount of the compensation for Mr. Marshall as of April 14, 2013, shall total ONE MILLION TWO HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED AND NO/1.00 DOLLARS (\$1,271,500.00).

As of November 9, 2013, Mr. Marshall shall receive an annual base salary of FIVE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED AND NO/1.00 DOLLARS (\$588,500.00). He will also be paid additional compensation of FIVE HUNDRED AND NINE THOUSAND FIVE HUNDRED AND NO/1.00 DOLLARS (\$509,500.00) for required radio and television appearances, including, but not limited to, the *Shocker Sports Report*, and FIVE HUNDRED AND TWO THOUSAND AND NO/1.00 DOLLARS (\$502,000.00) for required personal appearances and public relations efforts on behalf of the ICAA, the Program and WSU. The amount of compensation for Mr. Marshall as of November 9, 2013, shall total ONE MILLION SIX HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$1,600,000.00).

As of April 13, 2014, Mr. Marshall will receive an annual base salary of SIX HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED AND NO/1.00 DOLLARS (\$623,500.00). He will also be paid additional compensation of FIVE HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED AND NO/1.00 DOLLARS (\$567,500.00) for required radio and television appearances, including, but not limited to, the *Shocker Sports Report*, and FIVE HUNDRED FIFTY-NINE THOUSAND AND NO/1.00 DOLLARS (\$559,000) for required personal appearances and public relations efforts on behalf of the ICAA, the Program and WSU. The amount of the compensation for Mr. Marshall as of April 13, 2014, shall total ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND AND NO/1.00 DOLLARS (\$1,750,000.00).

All compensation shall be payable in accordance with normal payroll procedures of the ICAA, commencing as of April 14, 2013. After April 13, 2014, there will be an annual increase in salary to be effective in each succeeding year as determined to be 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.

2. Paragraph 3.2. of the Original Agreement, as amended by the First Amendment, is hereby deleted in its entirety.

3. Paragraph 3.3.2. of the Original Contract, as amended by the First Amendment, is deleted in its entirety and replaced with the following:

3.3.2. Mr. Marshall will be paid \$35,000 for a multi-year Academic Progress Rate ("APR") of .930 or better.

4. Paragraph 3.3.3. of the Original Contract, as amended by the First Amendment, is deleted in its entirety and replaced with the following:

3.3.3. If the Program finishes the regular season with 20 or more wins, an additional \$35,000.00 will be paid to Mr. Marshall.

5. Paragraph 3.3.4. of the Original Contract, as amended by the First Amendment, is deleted in its entirety and replaced with the following:

3.3.4. If the Program successfully fulfills the Missouri Valley Conference non-conference scheduling policy, an additional \$25,000.00 will be paid to Mr. Marshall.

6. The illustrative example set forth at the end of Paragraph 3.3.14. of the Original Agreement, as amended by the First Amendment, is deleted in its entirety and replaced with the following:

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 (\$35,000), 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 \$241,000.00.

7. Paragraph 3.4.7. of the Original Contract, as amended by the First Amendment, is deleted in its entirety and replaced with the following:

Subject to applicable NCAA and Conference Rules, Mr. Marshall shall have the prerogative to select and retain up to three (3) assistant basketball coaches and the Director of Basketball Operations, subject to the approval of the AD. ICAA will provide the sum of FIVE HUNDRED AND ONETHOUSAND AND NO/1.00 DOLLARS (\$501,000.00) as a salary pool for Mr. Marshall to hire and retain three (3) full-time coaching assistants and the Director of Basketball Operations.

8. Paragraph 3.4.9. of the Original Contract, as amended by the First Amendment, is deleted in its entirety.

9. Paragraph 3.4.12. of the Original Agreement, as amended by the First Amendment, is deleted in its entirety, it being the intent of the parties to do away with the annuity. Mr. Marshall shall receive ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/1.00 DOLLARS (\$125,000.00) from ICAA as payment as earned pursuant to paragraph 3.4.12. of the Original Agreement, as amended by the First Amendment. This payment will be made as of April 13, 2015, or at such time as Mr. Marshall is no longer employed by ICAA, whichever comes sooner.

10. Paragraph 3.1.15. of the Original Agreement, as amended by the First Amendment, is deleted in its entirety, it being the intent of the parties to do away with the education trust payment. Mr. Marshall shall receive ONE HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$100,000.00) from ICAA as the required payment for April 16, 2013. This payment shall be made upon the complete execution of this Second Amendment.

11. Paragraph 9.2. of the Original Agreement, as amended by the First Amendment, is deleted in its entirety and replaced with the following:

The parties agree that in the event Mr. Marshall terminates this Contract for Employment for any reason other than full retirement or a decision to pursue another full-time career other than coaching (provided, that Mr. Marshall does not resume coaching basketball within one year), Mr. Marshall will be obligated to pay ICAA, as liquidated damages and not as a penalty, the sum of FIVE HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$500,000.00); said amount to decrease to FOUR HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$400,000.00) as of April 15, 2014; said amount to decrease to THREE HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$300,000.00) as of April 15, 2015; and said amount to decrease to TWO HUNDRED THOUSAND AND NO/1.00 DOLLARS (\$200,000.00) as of April 15, 2016. Said liquidated damages are to be paid within thirty (30) calendar days of Mr. Marshall providing notice of his intention to terminate the Contract for Employment, said amount to be paid with a certified check from Mr. Marshall.

12. The following provision shall be added as a new Paragraph 18 to the Contract for Employment, as amended by the First Amendment:

18. *Non-Renegotiation*

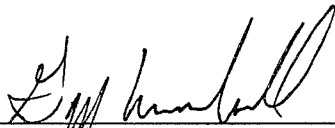
Mr. Marshall understands and agrees that there will be no renegotiation of his Contract for Employment, as amended by the First Amendment, for a period of three (3) years from the effective date of this Second Amendment. Mr. Marshall, and his representative, agree that there will be no request for renegotiation for the stated period in consideration of the ICAA's willingness to substantially revise and improve the contract terms in 2012 and again in 2013.

13. That except for the revisions made above, the terms of the Original Agreement, as amended by the First Amendment, shall remain in effect and unchanged.

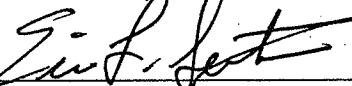
14. That a copy of this Second Amendment shall be attached to the Original Agreement, as amended by the First Amendment.

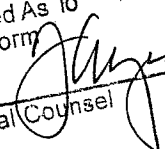
IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said agreement to become effective as of the later date.

GREGG MARSHALL

By: 
Date: 9-16-13

WICHITA STATE UNIVERSITY
INTERCOLLEGIATE ATHLETIC
ASSOCIATION, INC.

By: 
Name: Eric L. Sexton
Title: Director of Athletics
Date: 9/19/2013

Approved As To
Legal Form  09/07/13
General Counsel

