
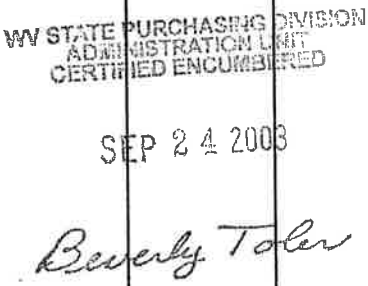


<b>Purchase Change Request</b>		 Marshall University Purchasing & Materials Management One John Marshall Drive Huntington, WV 25755-4100		<b>Order #</b> 7036-980019	
FY 03/04	Buyer JB	Date 09/16/03	Account # 4234 2004 0471 099 025	P.O. Date 01/01/98	Contract #
<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase Order <input checked="" type="checkbox"/> Agreement			<b>Document</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Cancellation  <input type="checkbox"/> Increase/Decrease  <input type="checkbox"/> Unused Balance  <input type="checkbox"/> Freight  <input type="checkbox"/> Renewal  <input type="checkbox"/> Extension Error           </div> <div> <input type="checkbox"/> Error in Total Amount  <input type="checkbox"/> Change of Account  <input type="checkbox"/> Change of Vendor Name/Address  <input checked="" type="checkbox"/> Other           </div> </div>		
Vendor Name, Address, Phone #, etc. ISP SPORTS 140 CLUB OAKS COURT WINSTON SALEM NC 27104 PH: 336-768-3400      FEIN: 56 1774026			BOT/BOD Unit Name & Address Marshall University Purchasing & Materials Management One John Marshall Drive Huntington, WV 25755-4100		
Item #	Quantity	Description of Change		Unit Price	Extended Price
		Change Order # <u>3</u>  To amend agreement #7036-980019, all in accordance with the same terms and conditions contained in the original agreement and all authorized change orders, subject to the following change: "deleting provision 6.02 of the license agreement and replacing with the attached addendum two".  Agreement Period: 1/1/01 - 6/30/08   <div style="text-align: right;">  </div>			
		<i>This is a revenue agreement</i>			
Reason for Change		Agreement amendment and change of vendor's telephone number.		Previous Total \$ <u>OPEN END</u> Increase \$ _____ Decrease \$ _____ New Total \$ <u>OPEN END</u>	

Approved:

Authorized Signature

Date

Attorney General if required

Date

BOT/BOD 79

## ADDENDUM TWO: HENDERSON CENTER VIDEOBOARD

This Addendum is entered into pursuant to the provisions of the basic contract.

Marshall desires to replace the current basketball centerhung scoreboard in the Henderson Center with a videoboard system. Licensee agrees to assist Marshall in obtaining this videoboard system.

Article 1.02 shall now read "'Gross Collected Cash Revenue" means all collected cash revenue of Licensee that are received as a result of any exploitation of this License Agreement less all revenue received from the sale of the Marshall Stadium video display/scoreboard and the videoboard/scoreboard advertising at the Henderson Center and the following expenses:'.

Exhibit G.1.01(o) shall now read videoboard/scoreboard systems (see Addendum Two) and provision 6.02 of the License Agreement shall be deleted and the following terms shall apply:

Marshall University, through and subject to the approval of the Marshall University Foundation, agrees to purchase and finance the Henderson Center videoboard system, to include a video display and permanent signage positions.

Licensee will guarantee the Marshall Foundation a minimum annual videoboard payment of \$70,000 to underwrite the principle and interest for a new centerhung videoboard in the Henderson Center. This annual videoboard guarantee shall be the first \$70,000 in revenue annually derived from the sale of Henderson Center videoboard signage, features and displays.

All revenue above \$70,000 annually derived from the sales of videoboard signage, features and displays will be split 50% each to the Marshall Foundation and Licensee. All Henderson Center videoboard revenue shall be excluded from Gross Collected Cash Revenue.

In addition, Licensee will pay Marshall University Athletics \$6,000 annually on, or before December 31 of each License Agreement Year, toward production and maintenance expenses. This contribution will increase by 5% per year. Licensee shall not be responsible for any videoboard expenses in excess of this annual production and maintenance contribution.

Licensee shall make all Marshall Foundation payments for the Henderson Center videoboard to the Marshall Foundation based on the following schedule for the 2003-2004 fiscal year:

December 31, 2003	\$17,500
March 30, 2004	\$17,500
June 30, 2004	\$35,000.

For each License Agreement Year thereafter, the payment schedule shall be as follows:

September 30	\$17,500
December 31	\$17,500
March 31	\$17,500
June 30	\$17,500

Any payment due above the \$70,000 minimum will be made by June 1 or by the 30th of the month following the month of collection. Licensee shall begin videoboard payments during the License Agreement Year that the videoboard is installed and operational for the entire men's basketball regular season through the 2007-2008 License Agreement Year.

During the term of this License Agreement, Licensee owns the exclusive advertising rights to all Henderson Center videoboard systems during Marshall athletic events. This specifically includes fixed and rotating signage panels as well as sponsorships, commercials and features utilizing the videoboard system. The Henderson Center main videoboard will include a minimum of six (6) static advertising panels and two (2) rotational tri-visions (six total advertising positions). In addition, a Henderson Center auxiliary board shall have six (6) fixed advertising panels.

Additionally, Licensee will make a \$2,500 annual donation to the Big Green Scholarship Fund on or before June 1 of each License Agreement Year.


September 4, 2003

Mr. William Shondel  
Director of Purchasing  
Marshall University  
One John Marshall Drive  
Old Main 108  
Huntington, WV 25755-4100

Dear William:

We request to change our current contract #7036-980019 by deleting provision 6.02 of the License Agreement and replacing it with the attached Addendum Two.

Both parties agree to the terms and conditions described in the attached Addendum Two.



9-15-03

Bob Marcum  
Director of Athletics  
Marshall University

Date



Ben C. Sutton, Jr.  
President & Chief Executive Officer  
ISP Sports

Date

RECEIVED  
03 SEP 15 PM 3:07  
MARSHALL UNIVERSITY