# Purchase Change Request

Marshall University
Purchasing & Materials Management
One John Marshall Drive
Huntington, WV 25755-4100

**Order #** 7036-9800019

| FY | Buyer | Date | Account | P.O. Date | Contract |
|---|---|---|---|---|---|
| 05/06 | JB | 9/16/03 | 4234-2006-0471-099-025 | 01/01/98 | 7036-9800019 |

**Document**
- ☐ Requisition (Cancellation only)
- ☐ Regular Purchase Order
- ☐ Contract Purchase Order
- ☐ Open End Contract Purchase
- ☐ Agreement

**Document Action**
- ☐ Cancellation
- ☐ Increase/Decrease
- ☐ Unused Balance
- ☐ Freight
- ☐ Renewal
- ☐ Extension Error
- ☐ Error in Total Amount
- ☐ Change of Account
- ☐ Change of Vendor Name/Address
- ☐ Other

Vendor Name, Address, Phone #, etc.
ISP SPORTS
140 Club Oaks Court
Winston, Salem NC 27104

PHONE 336-768-3400 FEIN 56 1774026

Vendor Code

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 # 4** | | |
| | | **To amend agreement #7036-980019, all in accordance with the same terms, and conditions contained in the original agreement and all authorized change orders, according to the attached documentation effective March 1, 2005.** | | |
| | | **Agreement Period: 03/01/05 – 6/30/13** | | |
| | | **This is a revenue agreement.** | | |

Reason for Change:
Agreement amendment

| | |
|---|---|
| Previous Total | $ Open End |
| Increase | $ |
| Decrease | $ |
| New Total | $ Open End |

Approved: William J. Shondel 7/14
Authorized Signature Date

Attorney General if required Date

BOT/BOD 79

AMENDMENT TO
MULTIMEDIA RIGHTS AGREEMENT

This Amendment ("Amendment") made as of the first day of March, 2005, to that certain MULTI-MEDIA RIGHTS AGREEMENT of January 1, 2001 ("Agreement") and subsequent addendum added September 16, 2003, by and between MARSHALL UNIVERSITY, a West Virginia state public institution with offices at 1 John Marshall Drive, Huntington, West Virginia 25755 ("MARSHALL") and INTERNATIONAL SPORTS PROPERTIES, INC., a North Carolina company with offices at 140 Club Oaks Court, Winston-Salem, North Carolina 27104 ("LICENSEE").

**RECITALS**

1. MARSHALL AND LICENSEE have been operating under the Agreement since February 12, 1998.
2. MARSHALL and LICENSEE wish to make certain modifications to the Agreement which modifications are required by ARTICLE XVIII of the Agreement to be set forth in writing and signed by the parties.
3. The parties believe that the modifications to the Agreement as set forth in this Amendment will greatly enhance the MARSHALL'S ability to fulfill its educational mission and LICENSEE's ability to increase its marketing capabilities.
4 The Amendment when executed by MARSHALL and LICENSEE will serve as a modification to the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt of which being hereby acknowledged, MARSHALL and LICENSEE amend the Agreement as follows:

**ITEM ONE**: A new 1.02 (h) will be added, which states:

(h) The $177,000 capital contribution for the new football, softball and tennis scoreboards (this deduction will be valid for the 2004/05 License Agreement Year).

**ITEM TWO:** Paragraph 2.01 is eliminated in its entirety and replaced with the following:

**2.01** MARSHALL represents that it is a public educational institution and warrants that it is a member in good standing of Conference USA. MARSHALL further represents and warrants that it has the authority to enter into this agreement and that the affixed signature or signatures on this License Agreement are by representatives of MARSHALL who are duly authorized by MARSHALL.

**ITEM THREE:** ARTICLE III of the Agreement is eliminated in its entirety and the following new ARTICLE III is inserted in lieu thereof:

**3.01** The term of this License Agreement is from March 1, 2005 until June 30, 2013. This Licensee Agreement supersedes the previous License Agreements entered into by MARSHALL and LICENSEE on January 1, 2001.

**3.02** Between the period of July 1, 2011 and June 30, 2012, MARSHALL and LICENSEE agree to make reasonable and good faith efforts to negotiate either and extension of this License Agreement beyond the term defined in Paragraph 3.01, or a new License Agreement. MARSHALL and LICENSEE agree that this will be an exclusive period of negotiation and that MARSHALL will enter into no negotiations with any other parties or competitors to LICENSEE before or during this period. No request(s) for proposals or bids may be offered by MARSHALL before or during this period for the Licensed Properties.

**ITEM FOUR:** A new paragraph 6.05 will be added which states:

**6.05** LICENSEE will make a capital contribution in 2005 to MARSHALL to cover the purchase and installation of new scoreboards for football, softball and tennis (estimated to be $177,000). Any future expenses related to these boards, such as maintenance and operation, will be the responsibility of MARSHALL. LICENSEE shall be granted the exclusive rights to sell all advertising on these new scoreboards and all revenue from said sales shall be included in Gross Collected Cash Revenue as described in paragraph 1.02 of the License Agreement. The capital contribution shall be a deduction from Gross Collected Cash Revenue for the 2004-05 License Agreement Year only.

**ITEM FIVE:** Paragraph 6.01 of the Agreement is eliminated in its entirety and the following new paragraph 6.01 is inserted in lieu thereof:

**6.01** In the 2004/2005 License Agreement year, Licensee shall pay Marshall an annual royalty equal to the greater of:

30% of gross collected cash revenue from $0-$1,800,000, plus
35% of gross collected cash revenue from $1,800,001-$2,300,000, plus
40% of gross collected cash revenue from $2,300,001-$2,800,000, plus
45% of gross collected cash revenue from $2,800,001-$3,300,000, plus
50% of gross collected cash revenue over $3,300,000

or a guaranteed royalty amount of $451,474.

Beginning with the 2005/2006 License Agreement Year, Licensee will pay Marshall an annual royalty in the current License Agreement Year equal to the greater of:

35% of gross collected cash revenue from $0 - $1,650,000, plus
40% of gross collected cash revenue from $1,650,001 - $2,150,000, plus
45% of gross collected cash revenue from $2,150,001 - $2,650,000, plus
50% of gross collected cash revenue over $2,650,000

or the following guaranteed royalty amounts each year:

| Contract Year | Guaranteed Royalty |
|---|---|
| 2005/06 | $535,000.00 |
| 2006/07 | $560,000.00 |
| 2007/08 | $585,000.00 |
| 2008/09 | $610,000.00 |
| 2009/10 | $635,000.00 |
| 2010/11 | $660,000.00 |
| 2011/12 | $685,000.00 |
| 2012/13 | $710,000.00 |

Payment of 50% of the annual royalty will be due on or before January 1 of each License Agreement year with the balance due on June 1 of each License Agreement Year. LICENSEE will produce and provide semi-annual financial reports to MARSHALL each License Agreement Year.

LICENSEE will pay MARSHALL and additional royalty fee based upon the number of additional coaches call-in and/or television shows above the broadcast schedule established by LICENSEE each License Agreement year as long as the current MARSHALL coaches (Mark Snyder and Ron Jirsa) are the head coach of their respective sports at MARSHALL. If head coaching personnel change, LICENSEE and MARSHALL agree to renegotiate this portion of the contract. Such additional fees will be on a per show basis and will be paid by June 30 of each License Agreement Year. The fees will be as follows:

| | Football Radio Call-In Show | Football TV Show | Basketball Radio Call-In Show | Basketball TV Show |
|---|---|---|---|---|
| 2004/05 | $3,473 | $4,631 | $1,158 | $2,315 |
| 2005/06 | $3,647 | $4,863 | $1,216 | $2,431 |
| 2006/07 | $3,829 | $5,106 | $1,277 | $2,553 |
| 2007/08 | $4,020 | $5,361 | $1,341 | $2,681 |
| 2008/09 | $4,221 | $5,629 | $1,408 | $2,815 |
| 2009/10 | $4,432 | $5,910 | $1,478 | $2,956 |
| 2010/11 | $4,654 | $6,206 | $1,552 | $3,104 |
| 2011/12 | $4,887 | $6,516 | $1,630 | $3,259 |
| 2012/13 | $5,131 | $6,842 | $1,712 | $3,422 |

**ITEM SIX:** Paragraph 7.05 of the Agreement is eliminated in its entirety and the following new paragraph 7.05 is inserted in lieu thereof:

**7.05** MARSHALL will provide LICENSEE with the opportunity to purchase up to 150 tickets each to the following events:

(a) Conference USA football championship game
(b) Conference USA men's basketball tournament
(c) Any post-season game in which the MARSHALL football team participates

In addition, Marshall will provide Licensee with the opportunity to purchase up to 100 tickets to any away football or men's basketball games in which it participates.

The seat locations of these tickets will be allocated as follows: Marshall will divide its allotment into groupings of 100 seats each, beginning with the best 100 seats and continuing to the worst 100 seats (exception: for events at Marshall Stadium, seating will begin with the best 100 non-chairback seats). Licensee will receive 10 tickets from each group of 100 until Licensee's total is reached. If the application of this process will not fulfill the distribution requirements of this paragraph 7.05, then the balance will be selected by Marshall at its discretion.

**ITEM SEVEN:** A new paragraph 7.12 shall be added:

**7.12** LICENSEE agrees to enter into a suite agreement for 50% of a football sky suite on the PB level of Joan C. Edwards Stadium. LICENSEE agrees to pay a rate equal to 50% of what other purchasers of an equilvalent sky suite pay for future years of this License Agreement.

**ITEM EIGHT:** Paragraph 13.05 will be deleted in its entirety and will be replaced with the following:

**13.05** If MARSHALL ceases to be a member in good standing of Conference USA, MARSHALL and LICENSEE agree to renegotiate the terms of this agreement. If MARSHALL becomes a football and men's basketball member of the Big East Conference, and the Big East maintains its automatic Bowl Championship Series birth in a manner consistent with the current opportunity for the Big East, LICENSEE will add $50,000 to the annual guaranteed royalty (per section 6.01) for every year that MARSHALL maintains its member status in the Big East.

**ITEM NINE:** Paragraph 15.02 will be deleted in its entirety and will be replaced with the following:

**15.02** In the exploitation of the license, LICENSEE may utilize the services of outside or independent national, regional, or local sales agencies. These agencies include, but are not limited to, Jefferson-Pilot Sports and Entertainment, Conference USA marketing consortium, NCAA Properties, Dorna USA, Learfield Communications, and University Sports Publications. All net revenue produced by these agencies and received by LICENSEE is includible in the calculation of gross collected cash revenue.

**ITEM TEN:** EXHIBIT K.3.01 will be deleted in its entirety and will be replaced with the following:

**K.3.01** MARSHALL grants LICENSEE a non-exclusive the right to produce and distribute MARSHALL football, men's basketball and other sports telecasts upon mutual consent with MARSHALL on the selection of games to be aired. LICENSEE shall not be bound by MARSHALL to a minimum number of telecasts in any sport.

**ITEM ELEVEN:** ADDENDUM ONE. VIDEO DISPLAY JOINT VENTURE FOR MARSHALL STADIUM (page 38). The fourth paragraph will be deleted in its entirety and shall now read:

The duration of this video display joint venture will be for a period beginning July 1, 2001 and concluding June 30, 2013. ISP, on behalf of this joint venture, will continue to collect any and all outstanding revenue attributable to sponsorships entered into on or before June 30, 2013 until such time as all monies are collected.

ITEM TWELVE: ADDENDUM TWO: HENDERSON CENTER VIDEOBOARD

Paragraph 7 shall be deleted in its entirety and shall now read:

All revenue above $70,000 annually derived from the sales of videoboard signage, features, and displays ("Henderson Center Videoboard Revenue") will be split 50% each to the Marshall Foundation and Licensee until such time as the videoboard debt payment is paid in full. After repayment of the videoboard debt, Henderson Center Videoboard Revenues shall be split 50% to each party. All Henderson Center videoboard revenue shall be excluded from Gross Collected Cash Revenue.

Paragraph 11 shall be deleted in its entirety and shall now read:

Any payment due above the $70,000 minimum (this $70,000 minimum payment is valid only until the Henderson Center Videoboard debt payment is paid in full), 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 2012-13 License Agreement Year.

**ITEM THIRTEEN:** The effective date of the provisions of this Amendment shall be March 1, 2005.

**ITEM FOURTEEN**: Except as set forth in this Amendment, the Agreement is hereby ratified and approved upon its previous terms and conditions; provided, however, if there is any inconsistency or variance between the terms of this Amendment and the Agreement, including any of the Exhibits thereto, then the terms of this Amendment shall in all events control.

The parties' respective assents to, and required approvals of, this Amendment are established as of the date set forth at the beginning of this Amendment by their following signatures.

| MARSHALL UNIVERSITY | INTERNATIONAL SPORTS PROPERTIES, INC. |
|---|---|
| By: Bob Marcum | By: Ben C. Sutton |
| Bob Marcum | Ben C. Sutton, Jr. |
| Director of Athletics | President & CEO |