


<b>Purchase Change Request</b>			 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		<b>Order #</b> 7036-980019									
08/09	Buyer JB	Date 2/16/09	4234-2009-0471-099-025	P.O. Date 01/01/98	Contract 7036-980019									
<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 <input type="checkbox"/> Agreement			<b>Document Action</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 type="checkbox"/> Other         </div> </div>											
Vendor Name, Address, Phone #, etc. ISP SPORTS 140 Club Oaks Court Winston Salem NC 27104  Phone: 336-768-3400			Vendor Code   FEIN# 56 1774026		BOT/BOD Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100									
Item#	Quantity	Description of Change			Unit Price	Extended Price								
		<p style="text-align: center;"><b>Change Order # <u>7</u></b></p> <p><b>To updated Third Avenue Marquee and to add new LED Pro-table signage for the Cam Henderson Center to 7036-9800019, 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 September 10, 2008.</b></p> <p><b>Agreement Period: 3/1/05 – 6/30/13</b></p> <p><b>This is a revenue agreement.</b></p>												
Reason for Change:  Letter attached.					<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Previous Total</td> <td style="width:40%;">\$ <u>Open End</u></td> </tr> <tr> <td>Increase</td> <td>\$ _____</td> </tr> <tr> <td>Decrease</td> <td>\$ _____</td> </tr> <tr> <td>New Total</td> <td>\$ <u>Open End</u></td> </tr> </table>		Previous Total	\$ <u>Open End</u>	Increase	\$ _____	Decrease	\$ _____	New Total	\$ <u>Open End</u>
Previous Total	\$ <u>Open End</u>													
Increase	\$ _____													
Decrease	\$ _____													
New Total	\$ <u>Open End</u>													

Approved:

Authorized Signature

Date

N/A  
Attorney General if required

Date



America's Home for College Sports

September 3, 2008

Mr. Bob Marcum  
Director of Athletics  
Marshall University  
PO BOX 1360  
Huntington, West Virginia 25715

Dear Bob,

As we quickly approach the 2008/09 athletic season, I would like to address the issue of the 3<sup>rd</sup> Avenue Marquee and the Cam Henderson Center LED Pro-tables. As we have previously discussed, it is our hope to promptly move forward with the order and installation of both pieces of equipment so that we can begin fulfilling sponsorship contracts in a timely manner. As a result, I have taken the liberty of outlining our most recent proposal to you. This document will serve as an addendum to our existing multi-media rights agreement.

1. Marshall will purchase a new LED Marquee located on 3<sup>rd</sup> Avenue. Marshall and ISP will mutually agree upon the quantity and location of advertising panels on this piece of equipment.
2. In consideration for the exclusive grant of advertising/sponsorship rights and the additional inventory opportunities related to the marquee, ISP will pay Marshall a Marquee Stipend by making payments to First Sentry Bank to repay the loan based on the payment schedule below.

2008/09: \$32,308

2009/10: \$64,617

2010/11: \$64,617

2011/12: \$32,308

3. In addition, ISP will lease forty (40') feet of LED Pro-table signage to be used at all Cam Henderson Center men's and women's basketball events. The lease agreement will be contracted between ISP and Daktronics and ISP will pay lease fees (approximately \$40,000 per year for five years) directly to Daktronics. The lease will be in ISP's name.
4. All revenue generated from the marquee and LED Pro-table signage will be included in the Gross Cash Collected Revenue (GCCR) calculation.
5. The Marquee Stipend and Pro-table signage lease fees will be deducted from GCCR before the rights fee royalty calculation is made each applicable License Agreement Year.
6. Marshall will be responsible for maintenance, operations, insurance and overall upkeep of all signage components.
7. As partners in this addendum, both parties agree to make best efforts to keep discussions of a multi-year extension plan moving forward in the near future.
8. So that we may move forward in a timely manner, it is ISP's expectation that Marshall will facilitate all necessary approvals for the marquee within 48 hours of signing this agreement.

Bob, if this meets with your approval, please sign two (2) copies and return one to me. Thank you for your continued trust and confidence in our team.

GO HERDI

Joe Potter  
Executive Vice President  
Chief Operating Officer

Bob Marcum  
Director of Athletics

cc: Ben Sutton  
Janeen Lalik