

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

THIS FIRST AMENDMENT (“**this Amendment**”) is made by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“**LSU**”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, on the one hand, and Frank W. “Will” Wade (“**COACH**”) for the services of COACH.

RECITALS:

A. LSU and COACH entered into an Employment Agreement dated June 22, 2017, whereby LSU and COACH agreed that COACH would assume the duties as Head Men’s Basketball Coach of the Team (as defined in Section 2 of the Employment Agreement).

B. LSU and COACH acknowledge and affirm that the Employment Agreement is currently in full force and effect and has not expired or been terminated.

C. LSU and COACH have agreed to modify Section 8, titled “Incentive Compensation and Retention Bonus”, of the Employment Agreement as set forth in this Amendment.

D. LSU and COACH have agreed to supplement Section 12A, i-xvii, titled “Termination by LSU for Cause”, of the Employment Agreement as set forth in this Amendment.

AGREEMENT:

LSU AND COACH hereby modify Section 8 of the Employment Agreement in the following respect:

COACH hereby agrees that he is not entitled to, and thus forfeits all incentives pursuant to Section 8(A)-(B) of the Agreement for the 2018-2019 basketball season as a result of COACH breaching Section 3H of the Agreement. Further, COACH hereby agrees to waive any and all claims for these incentives in the event that LSU shall have “cause” (as defined in Section 12A, i-xx) to terminate COACH, whether such claim is based on the Employment Agreement or otherwise.

LSU AND COACH hereby supplement Section 12A, i-xvii of the Employment Agreement in the following respect:

xviii. If the NCAA Committee on Infractions, subject to any and all appeals before the NCAA Infractions Appeals Committee, ultimately finds COACH to have committed any Level 1 or Level 2 violation, as defined by NCAA regulations, before April ____, 2019, LSU shall have cause to

LSU:
COACH: FW

terminate COACH'S employment, whether such claims are pursuant to the Employment Agreement or otherwise. In that event, COACH hereby agrees to waive any and all claims that LSU wrongfully terminated him or terminated him without cause, whether such claim is based on the Employment Agreement or otherwise.

xix. If the NCAA Committee on Infractions issues a formal notice of allegations of a Level 1 or Level 2 violation to LSU involving COACH, LSU shall have cause to terminate COACH'S employment, whether such claims are pursuant to the Agreement or otherwise. In that event, COACH hereby agrees to waive any and all claims that LSU wrongfully terminated him or terminated him without cause, whether such claim is based on the Employment Agreement or otherwise.


xx. If COACH is indicted in any federal or state criminal proceeding, LSU shall have cause to terminate COACH'S employment, whether such claims are pursuant to the Employment Agreement or otherwise. In that event, COACH hereby agrees to waive any and all claims that LSU wrongfully terminated him or terminated him without cause, whether such claim is based on the Employment Agreement or otherwise.

In all other respects, LSU and COACH ratify and reaffirm all other terms, provisions, and conditions of the Employment Agreement.

THUS DONE AND SIGNED, by LSU and COACH, in multiple originals, on the ____, day ____, 2019.

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
F. King Alexander, President Date
Louisiana State University and
Agricultural and Mechanical College



Frank W. "Will" Wade, Head Coach Date
Louisiana State University and
Agricultural and Mechanical College

RECOMMENDED:

Joseph Alleva, Vice Chancellor and Athletic Director
Louisiana State University and
Agricultural and Mechanical College

Daniel T. Layzell, Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College