AMENDMENT I
TO EMPLOYMENT AGREEMENT BETWEEN
RICHARD WILSON STOCKSTILL
AND
MIDDLE TENNESSEE STATE UNIVERSITY

This **AMENDMENT I** to the Employment Agreement between **RICHARD WILSON STOCKSTILL** ("Coach") and **MIDDLE TENNESSEE STATE UNIVERSITY** ("University") effective July 1, 2013 ("Agreement"), is effective January 1, 2014.

W I T N E S S E T H:

WHEREAS, effective January 1, 2011, University and Coach agreed to a series of automatic one-year contract extensions and $100,000 salary increases if coach met certain defined benchmarks.

WHEREAS, said contract extensions and salary increases were obtainable annually for a maximum period of five years and a maximum total salary increase of $500,000.

WHEREAS, Coach met said benchmarks during the 2010/2011 contractual year (Year 1) and the 2012/2013 contractual year (Year 3) and his contract was extended and his salary increased accordingly.

WHEREAS, Coach met said benchmarks again during the 2013/2014 contractual year (Year 4) and, therefore, is due an additional $100,000 salary increase and one-year contract extension.

WHEREAS, the University desires to amend the terms and conditions of the Agreement to reflect Coach's increased salary and contract term; and

WHEREAS, Coach wishes to accept such revised terms and conditions set forth below;

NOW, **THEREFORE**, in consideration of the mutual promises and agreements set forth below and other good and valuable consideration, the sufficiency of which is acknowledged by the parties, University and Coach agree as follows:

1. Section 2 of the Agreement ("Term of Agreement") is amended by deleting paragraph 2.1 in its entirety and replacing it with the following:

2.1 This Agreement shall be effective July 1, 2013 and shall terminate on June 30, 2020 subject to the terms of this Agreement.

2. Section 2 of the Agreement ("Term of Agreement") is amended by deleting Paragraph 2.3 in its entirety and replacing it with the following:

2.3 This Agreement will be automatically extended for one additional year if the following conditions are met during the 2014/2015 contractual year:

2.3.1 The football team Academic Progress Rate is 940 or above;

2.3.2 The football team has an overall winning record or at least 5 conference wins; and

2.3.3 There have been no Level I or Level II NCAA violations and no acts of gross negligence which undermine the football program or the University.

3. Section 3 of the Agreement ("Base Salary") is amended by deleting paragraph 3.1 in its entirety and replacing it with the following:

3.1 In consideration for Coach's services and satisfactory performance of the terms and conditions of this Agreement, University agrees to pay Coach a base salary ("base salary") of Seven Hundred Twenty One Thousand Seven Hundred Four Dollars and Fourteen Cents ($721,704.14) per annum for his services as head coach of the Program.

4. Section 3 of the Agreement ("Base Salary") is amended by deleting paragraph 3.2 in its entirety and replacing it with the following:

3.2 Effective January 1, 2015, Coach shall be entitled to an increase in his base salary in effect at that time, of One Hundred Thousand Dollars and No Cents ($100,000.00) provided the following conditions are met during the 2014/2015 contractual year:

3.2.1 The football team Academic Progress Rate is 940 or above in the current academic year;

4.2.2 The football team has an overall winning record or at least 5 conference wins for that same year; and

3.2.3 There have been no Level I or Level II NCAA violations during the current year and no acts of gross negligence during the current year which undermine the football program or the University

Unless expressly and specifically amended above, all other terms and provisions of the Agreement shall remain in full force and effect. In the event any provision of this **AMENDMENT I** is found to violate any applicable current or future federal or state law, or NCAA, Conference, or University Rule, then the offending provision shall be null and void and the remainder of **AMENDMENT I** shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representatives of the University have caused this **AMENDMENT I** to be executed on the dates indicated.

MIDDLE TENNESSEE STATE UNIVERSITY

Sidney A. McPhee, President

Date: 11/10/14

Chris Massaro, Athletic Director

Date: 11/1/14

COACH

Richard W. Stockstill

Date: _____