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

This **AMENDMENT II** to the Employment Agreement between **RICHARD WILSON STOCKSTILL** ("Coach") and **MIDDLE TENNESSEE STATE UNIVERSITY** ("University") effective July 1, 2013 ("Agreement"), is effective January 1, 2015.

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 (Year 1) and 2012/2013 (Year 3) contractual years and his contract was extended and his salary increased accordingly.

WHEREAS, Coach and University entered into a new contract effective July 1, 2013, which adopted the contract extensions and salary increases set forth in the January 1, 2011 agreement.

WHEREAS, Coach met said benchmarks during the 2013/2014 (Year 4) contractual year and his contract was extended and his salary increased accordingly.

WHEREAS, University and Coach anticipate that the benchmarks set forth in the July 1, 2013 Agreement will be met again during the 2014/2015 (Year 5) contractual year, thus entitling Coach to an additional $100,000 salary increase to $821,704, effective January 1, 2015, and contract extension through June 30, 2021.

WHEREAS, University and Coach desire to amend the salary increases and extensions set forth in the July 1, 2013 Agreement as 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"), as amended, 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

December 31, 2023 subject to the terms of this Agreement.

2. Section 2 of the Agreement ("Term of Agreement"), as amended, 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 any contractual year:

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

2.3.2 The football team wins more than fifty percent (50%) of its games or wins at least six Conference games; 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") as follows per annum for his services as head coach of the Program:

January 1, 2015-December 31, 2018	Seven Hundred Twenty-One Thousand Seven Hundred Four Dollars and Fourteen Cents ($721,704.14)
January 1, 2019-December 31, 2023	Eight Hundred Twenty-One Thousand Seven Hundred Four Dollars and Fourteen Cents ($821,704.14)

4. Section 3 of the Agreement ("Base Salary"), as amended, is amended by deleting paragraph 3.2 in its entirety.

Unless expressly and specifically amended above, all other terms and provisions of the Agreement as amended shall remain in full force and effect. In the event any provision of this **AMENDMENT II** 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 II** shall remain in full force and effect.

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

MIDDLE TENNESSEE STATE UNIVERSITY

for Sidney A. McPhee, President

Date: 5/27/15

Chris Massaro, Athletic Director

Date: 5/26/15

COACH

Richard W. Stockstill

Date: 5.25.15

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