

To HR
2-2-09

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

This **Amendment II** to the Agreement between **RICHARD WILSON STOCKSTILL** ("Coach") and **MIDDLE TENNESSEE STATE UNIVERSITY** ("University") dated August 2006 is entered into this twenty-sixth day of January, 2009.

WITNESSETH:

WHEREAS, the University desires to extend Coach's contract for the period set forth below on the revised terms and conditions hereinafter contained; and

WHEREAS, Coach wishes to accept such continued employment for such period on the revised terms and conditions hereinafter contained;

NOW, THEREFORE, for and 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. Paragraph 3 is amended by deleting from the second sentence the date "**June 30, 2012**" and substituting "**June 30, 2014**."

2. The following provision is added as Paragraph 12.1.1.a:

If during any year within the term of this Agreement, the Program is subject to historical APR penalties.

3. Paragraph 18 of the Agreement is amended by adding the following sentence: "In the event the program is subjected to an academic performance penalty by the NCAA during the term of the agreement, Coach, at the discretion of the Athletic Director, may not be eligible to receive any performance and award bonus under Paragraph 18."

4. Paragraph 19 of the Agreement is amended by deleting the title and the first sentence in their entirety and substituting:

Bonus for Academic Progress Rate (APR).

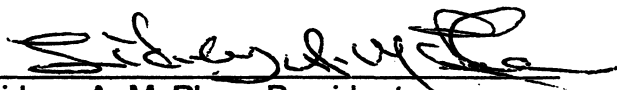
Any bonus awarded under Paragraph 19 is payable within thirty (30) days after the NCAA publishes the final APR for the Program.

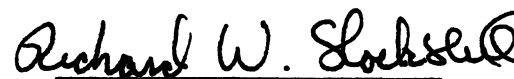
Unless expressly and specifically amended hereunder, all other terms and provisions of the Agreement shall remain in full force and effect. In the event any provision of this **Amendment II** is found to violate any applicable current or future federal or state law, or NCAA, Sun Belt Conference, or University 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

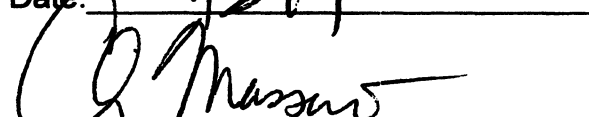
HEAD COACH


Sidney A. McPhee, President


Richard W. Stockstill

Date: 1/30/09

Date: 1-27-09


Chris Massaro, Athletic Director

Date: 1/28/09

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

This **Amendment II** to the Agreement between **RICHARD WILSON STOCKSTILL** ("Coach") and **MIDDLE TENNESSEE STATE UNIVERSITY** ("University") dated August 2006 is entered into this tenth day of September, 2008.

This **Amendment II** shall change the terms of the Employment Agreement as follows:

1. Paragraph 19 is deleted in its entirety and replaced by the following provision:

Bonus for Academic Progress Rate (APR).

Any bonus awarded under Paragraph 19 is payable within thirty (30) days after the NCAA publishes the final APR for the Program.

19.1 For the purposes of this provision, the term "academic year" refers to the year that commences at the beginning of the Fall semester and includes the Spring and Summer semesters of the immediately following year.

19.2 If the football team APR is above 950 in any season, as reported to the NCAA, the Coach shall receive a bonus payment of Five Thousand Dollars (\$5,000.00).

19.3 If the football team APR is 1000 in two consecutive seasons, as reported to the NCAA, the Coach shall receive a bonus payment of Ten Thousand Dollars (\$10,000.00).

19.4 The maximum amount payable pursuant to this **Paragraph 19** for any year is Ten Thousand Dollars (\$10,000.00).

2. Paragraph 21 of the Agreement is amended by adding the following sentence: "In the event the program is subjected to an academic performance penalty by the NCAA during the term of the agreement, Coach, at the discretion of the Athletic Director, may not be eligible to receive any performance and award bonus under Paragraphs 18, 19, and 20."

Unless expressly and specifically amended hereunder, all other terms and provisions of the Agreement 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, Sun Belt Conference, or University Rule, then the

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

This **Amendment I** to the Agreement between **RICHARD WILSON STOCKSTILL** ("Coach") and **MIDDLE TENNESSEE STATE UNIVERSITY** ("University") dated August 2006 is entered into this Twenty-fourth day of July, 2007.

WITNESSETH:

WHEREAS, the University desires to extend Coach's contract for the period set forth below on the revised terms and conditions hereinafter contained; and

WHEREAS, Coach wishes to accept such continued employment for such period on the revised terms and conditions hereinafter contained;

NOW, THEREFORE, for and 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. Paragraph 2 of the Agreement is amended by deleting the figure "**One Hundred Seventy-five Thousand Dollars and no cents (\$175,000.00)**" and substituting "**One Hundred Ninety Four Thousand One Hundred Fifty Five Dollars and no cents (\$194,155.00)**."

2. Paragraph 3 of the Agreement is amended by deleting from the first sentence the date "**December 12, 2005**" and substituting "**January 1, 2007.**" Paragraph 3 is further amended by deleting from the second sentence the date "**December 31, 2010**" and substituting "**June 30, 2012.**"

3. Paragraph 5.1 of the Agreement is amended by deleting the third sentence which reads: "If requested by Coach, the University agrees to pay the monies due in this **Paragraph 5** to an entity formed by Coach."

4. Paragraph 6.2 of the Agreement is amended by deleting the phrase "and FICA."

Unless expressly and specifically amended hereunder, 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, Sun Belt 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

HEAD COACH




Sidney A. McPhee, President



Richard W. Stockstill


Date: 8-8-07

Date: 8-7-07



Chris Massaro, Athletic Director

Date: 8/7/07

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