

2015 EMPLOYMENT AGREEMENT

THIS 2015 EMPLOYMENT AGREEMENT (the "Employment Agreement") is made and entered into this ___ day of January 2015 by, between, and among Florida State University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of Florida State University ("University") and John J. Fisher, Jr. ("Coach").

WITNESSETH:

WHEREAS, the University wishes to employ the Coach as its Head Intercollegiate Football Coach under the terms of this Employment Agreement; and

WHEREAS, the Coach has agreed to be employed under the terms of this Employment Agreement; and

WHEREAS, the parties hereto have obtained independent legal, financial, and other advice pertaining to this Employment Agreement;

NOW THEREFORE, in consideration of the sum of \$10.00, the mutual covenants, conditions, promises contained herein, other good and valuable consideration, and the foregoing, which is incorporated into and made a part of this Employment Agreement, the parties hereby agree as follows:

I. EMPLOYMENT

The University hereby employs the Coach and the Coach hereby agrees to serve the University as its Head Intercollegiate Football Coach in accordance with the terms and conditions herein set forth and with the duties, responsibilities and functions assigned to that position as set forth herein and in the University's listed position description and as he may from time to time be directed by the Director of Intercollegiate Athletics ("Director"). The employment shall be in the Administrative and Professional category, non-tenure earning, and subject to the Constitution and Laws of the State of Florida and the United States, and the rules, regulations, policies, and procedures of the Florida Board of Governors and the University, as amended from time to time, as well as the provisions of this Employment Agreement. The Coach shall act under the general supervision of and shall report to the Director. This document is not effective, final or binding upon the parties unless signed by the University President or designee, the Director or designee, and Coach.

II. TERM

A. The term of this Employment Agreement shall be for a period commencing January 5, 2015, and ending on the later of January 4, 2023, or the first day following any post-season

playoff or bowl game the University's football team participates in following the 2022 football season (the "Total Term"). For purposes of this Employment Agreement, the Total Term shall consist of eight (8) Contract Years defined as follows: each Contract Year during the Total Term hereof shall begin on January 5 and end on the following January 4.

B. As of the first day of the Total Term hereof, to-wit January 5, 2015, (i) this Employment Agreement shall supersede and replace any and all other prior or existing employment contracts or agreements, including amendments and/or addenda thereto, if any, between the University and the Coach and (ii) any and all such prior or existing employment contracts or agreements, including amendments and/or addenda thereto, if any, shall thereafter be null, void, and of no further force or effect.

C. Subject to the terms and conditions contained herein, Coach agrees that he shall not negotiate for or enter into any other sports or athletics related employment prior to January 5, 2023. Should the Coach nevertheless breach this provision, it shall be deemed a breach of this Employment Agreement, resulting in immediate termination of this Employment Agreement, and the University shall be under no further financial or other obligation whatsoever to Coach, except for such obligations which have accrued or vested pursuant to this Employment Agreement prior to the date of such termination. Furthermore, as a consequence of such breach, Coach shall within sixty (60) days of termination, pay University liquidated damages, as follows:

<u>Coach terminates on or before:</u>	<u>Amount of Liquidated Damages</u>
December 31, 2016	\$5,000,000.00
December 31, 2018	\$3,000,000.00
 Coach terminates on or after:	
January 1, 2019	\$1,000,000.00

Coach recognizes that his promise to work for the University for the entire term of this Agreement is of the essence of this Agreement to the University. Coach also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and that its investment would be lost if he were to resign or otherwise terminate his employment with the University prior to the expiration of this Agreement. Thus, the parties expressly agree that, it being impossible to ascertain or estimate the entire or exact cost, damage, or injury that University may sustain by reason of such breach, the foregoing sums are mutually agreed on as compensation for the injury suffered by University, and not as a penalty. This provision shall survive the termination of this Agreement by Coach pursuant to subsection V.F. below of this Agreement and shall remain in full force and effect until January 5, 2023 unless this Employment Agreement is sooner terminated pursuant to subsections V.B., V.E., V.G., or V.H.

below of this Employment Agreement.

D. The parties agree that should another employment opportunity be presented directly or indirectly to Coach and/or any individual, firm, or entity acting on Coach's behalf or should Coach be interested in other employment during the term of this Agreement, Coach shall notify the Director or designee of such opportunity or interest before any substantive discussions can be held by Coach and/or any individual or entity acting on Coach's behalf with any potential employer. This provision is essential to this Employment Agreement and violation thereof may be considered just cause for termination pursuant to subsection V.B. below of this Employment Agreement.

III. COMPENSATION

A. Base Salary.

For each Contract Year during the Total Term of this Employment Agreement, the University shall pay Coach the sum of Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00), payable in equal bi-weekly payments, as annual base salary for his duties and responsibilities hereunder. All salary and compensation payable to the Coach hereunder shall be subject to customary and applicable withholding and deductions, pursuant to requirements of law and University regulations and policy. To the extent applicable under this contract, section 1012.976, Florida Statutes, limits remuneration from appropriated state funds, including salary, bonuses, and cash-equivalent compensation, to no more than Two Hundred Thousand Dollars (\$200,000.00). Furthermore, only the base salary as stated in this paragraph shall be used in calculating benefits under Chapter 121, Florida Statutes.

B. Additional Compensation

Subject to the limitations imposed by this section of the Contract, University Regulations and Policies, and in compliance with all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the ACC, as of the Effective Date of this Agreement and each Contract Year thereafter, University shall pay to Coach, in return for Coach's satisfactory performance of the duties and obligations set forth in paragraphs 1. through 3. below, additional compensation payable through the Athletic Department Fund ("ADF") in accordance with its guidelines, as follows:

<u>Contract Year</u>	<u>Amount</u>
2015	\$4,775,000.00
2016:	\$4,875,000.00

2017:	\$4,975,000.00
2018	\$5,075,000.00
2019	\$5,175,000.00
2020	\$5,275,000.00
2021	\$5,375,000.00
2022	\$5,475,000.00

All compensation payable pursuant to this subsection, III.B., shall be paid monthly, is subject to required deductions and applicable withholdings for federal, state, and local taxes, and is contingent upon Coach’s reasonable and satisfactory performance of the following duties:

1. Radio, Television, Media, and Sponsorships

Coach shall make reasonable efforts to personally appear on television and radio programs produced by the University or its designee in connection with the University’s Intercollegiate Athletics Program (hereinafter referred to as “Shows”). The Coach agrees to fully cooperate with the University in connection with the Shows and to make himself available at all reasonable times, not disruptive to his primary duties, required in conjunction with the filming, taping and broadcasting of the Shows. The Coach shall perform all obligations to any Show in a manner to reflect well on the Coach and the University. The University and/or its designee reserves all rights to use, ownership, and artistic and production control of all Shows. The University or its designee shall have the exclusive right to negotiate and contract with third parties for the production and marketing of the Shows to negotiate and contract with program sponsors for commercial endorsements by Coach, and to authorize the use of such endorsement both during the program and at other times. The University or its designee shall have the exclusive right to receive and retain all revenue from program sponsors for commercial endorsements used during the Shows. Coach shall make reasonable efforts to contact sponsors personally to increase advertising revenue and shall make reasonable efforts to make commercial endorsements of program sponsors’ products or services as part of his obligation hereunder. In addition, Coach shall comply with the Director’s requests to participate in a reasonable number of additional University activities and/or the activities of its media rights holder including any associated marketing or other development activities. Coach shall not appear without the prior written approval of the University or its designee in any competing television or radio programs during the term of this Employment Agreement except routine news media interviews for which no compensation is received, nor shall Coach associate the University's name, logos, or trademarks with any endorsement of products or services other than as provided herein or as otherwise designated by the University or its media representative. The parties agree to

cooperate in good faith to resolve any issues of concern regarding Coach's endorsement or sponsorship obligations specified herein.

2. Speaking Engagements and Public Relations

Coach shall participate in speeches and public relations contacts with alumni, supporters, civic, community groups, and as otherwise requested by the Director. Coach shall exercise efforts of due diligence and devote such personal time as customarily exerted by comparable coaches in the promotion of football programs of the highest quality at other institutions of higher education engaged in National Collegiate Athletic Association ("NCAA") Division I football. In addition, Coach agrees to promote non-athletic endeavors of the University, particularly as an ambassador and spokesperson for the Capital Campaigns conducted by the University.

3. Apparel, Shoe, Equipment, and University Contracts

Coach agrees to be bound by, endorse, and participate in any contract between the University, its Department Intercollegiate Athletics, its supporting foundations, and University-approved marketing contractors, and any manufacturer, seller, or vendor of athletically-related apparel, shoes, equipment, and other athletically-related products. Coach further agrees to be bound by any contracts between the University, its Department of Intercollegiate Athletics, its supporting foundations, and University-approved marketing contractors and any manufacturer, seller, or vendor of soft drinks, bottled water, isotonic beverages, and other performance-related beverages.

4. University's Acknowledgement that Primary Duties and Responsibilities are Paramount

Notwithstanding any of the afore-mentioned responsibilities and obligations, the University acknowledges, understands, and agrees that Coach's primary duties and responsibilities attendant to his position as Head Football Coach (including, but not limited to, coaching the team, recruiting prospective student-athletes, conducting practice sessions, overseeing team activities, managing and directing the football staff and department, and in general the overall management of the football program) are paramount to the success of the program, and as such, the University agrees Coach's participation in any activity contemplated herein shall be reasonable in nature and with due regard to the time required for Coach to fulfill his primary duties and responsibilities.

C. University's Right to Use or Authorize the Use of Coach's Name Image and Likeness.

As consideration for the compensation provided herein and notwithstanding anything to the contrary contained in this Agreement, the parties covenant and agree that the University shall have the right to use the Coach's name, likeness, facsimile, and image for any reasonable purpose

including to promote the Department of Intercollegiate Athletics and the University, for the production, promotion, and marketing of Shows, as well as with respect to any contracts or sponsorship agreements entered into between the University and any sponsor, manufacturer, media rights company, or vendor of athletic apparel, shoes, and other products or services. The University shall also have the right to authorize, license, or to grant any such sponsor manufacturer, media rights company, or vendor the right to use the Coach's name, likeness or image for the purpose of promoting athletic apparel, shoes, or other products or services supplied to or on behalf of the University; provided, however, that any such use of the Coach's name, likeness, or image is in good taste and does not reflect negatively upon the Coach. The Coach covenants and agrees that he shall not have the right to enter into any endorsement or consulting agreements with any competitors of the University's exclusive sponsors, manufacturers, media rights companies and/or vendors of athletic apparel, shoes or other products or services. Further, Coach covenants and agrees that the University owns and controls all rights to designate the apparel, shoes, and equipment to be used by the Department of Intercollegiate Athletics as well as all media rights to the institution's athletics programs.

D. Performance Incentive Compensation

During each Contract Year, beginning with the 2015 Football Season, the University shall pay Coach additional compensation, if earned, payable through the ADF in accordance with its guidelines, in the following gross amount(s), less required deductions and applicable withholdings for federal, state, and local taxes as follows:

1. A bonus of \$100,000 in the event the Football team finishes first (or tied for first) in its respective division of the Atlantic Coast Conference and the Football team advances to the Atlantic Coast Conference Championship Game.
2. A bonus of \$100,000 in the event the Football team wins the Atlantic Coast Conference Championship.
3. A bonus of \$100,000 in the event the Football team participates in one of the College Football Playoffs' ("CFP") semi-final games.
4. A bonus of \$200,000 in the event the Football team participates in the game designated as the National Championship game.
5. A bonus of \$200,000 in the event the Football team wins the game designated as the National Championship game.
6. A bonus of \$100,000 in the event the Football team participates in one of the four (4) games administered by the CFP not designated as semi-final playoff games.
7. A bonus of \$50,000 in the event the Football team participates in a bowl game that is not part of the CFP system.

8. A bonus of \$200,000 in the event the Football team finishes with a final ranking in the CFP Poll within the top five.
9. A bonus of \$100,000 in the event the Football team finishes with a final ranking in the CFP Poll within the top ten.
10. A bonus of \$200,000 in the event the Football team has an undefeated season.
11. A bonus of \$75,000 in the event the Coach is named AP National Coach of the Year.
12. A bonus of \$50,000 in the event the Coach is named ACC Coach of the Year.
13. A bonus of \$250,000 provided Coach meets goals established in writing by the University President in conjunction with the Athletic Director, the Faculty Athletics Representative, and the Head Coach. The goals shall include, but not be limited to, the University Football Team's: GPA, academic eligibility, APR, GSR, participation in community service, observance of University Regulations, Codes of Conduct and Policies, as well as the Department of Athletics and the Football Programs regulations, rules, and policies. Acting in good faith, the University shall determine, at its sole and reasonable discretion, whether the goals established under this paragraph (Paragraph 13.) have been met and whether Coach is eligible for a bonus hereunder.

Payment for the foregoing bonuses will occur (i) for bonuses 1. through 12. above, on or about February 28 following any such season in which such incentive bonus is earned and (ii) for bonuses 13. above, on or about June 1 of the respective calendar year.

E. Contract Completion Benefit

Coach shall be eligible to receive a total of One Million Two Hundred Thousand Dollars (\$1,200,000.00) as a Contract Completion Benefit if Coach is then employed as Head Intercollegiate Football Coach of the University as of the conclusion of all regular and post-season contests of the 2022 football season. This contract completion benefit shall be split into two payments of Six Hundred Thousand Dollars payable as follows: (i) if Coach is employed as the Head Intercollegiate Football Coach as of the conclusion of all regular and post season contests of the 2018 football season Coach shall receive Six Hundred Thousand (\$600,000.00) (ii) if Coach is employed as the Head Intercollegiate Football Coach of the University as of the conclusion of all regular and post-season contests of the 2022 football season Coach shall receive Six Hundred Thousand Dollars (\$600,000.00). The Contract Completion benefit is payable through the ADF in accordance with its guidelines and subject to required deductions and applicable withholdings for federal, state, and local taxes as follows:

If Coach is no longer employed as the Head Intercollegiate Football Coach at the University on the effective date for a payment set forth above, Coach shall forfeit his right to said payment and future payments. If, however, Coach is terminated without cause, as defined in section V.E. below, Coach shall be entitled to only a prorated portion of the Contract Completion Benefit equal to the proportion of the Contract Term that elapsed prior to Coach's termination, which shall be calculated by dividing the total Contract Completion Benefit One Million Two Hundred Thousand Dollars (\$1,200,000.00) by Ninety-Six (96) months and multiplying that number by the number of months completed in the Contract Term before Coach's termination without cause. However, if Coach is terminated without cause after conclusion of all regular and post season contests of the 2018 football season, Coach's prorated portion of the Contract Completion Benefit calculated according to the above formula shall be reduced by any Contract Completion Benefit amount already paid to Coach.

F. Assistant Coach Compensation Pool

Upon the effective date of this contract, the University agrees to increase the overall salary pool established for assistant football coaches, as defined in Exhibit A attached hereto and incorporated herein by reference, by Seven Hundred and Fifty thousand dollars (\$750,000.00). This provision is subject to the same laws, regulations, policies, limitations, and restrictions as are generally applicable to University Employment Contracts. Further, it is understood that each assistant football coach will be required to execute a separate employment contract with the University which will govern and control the terms of the assistant football coach's employment relationship with the University.

G. Camps

Coach is hereby authorized, during each Contract Year, to conduct and participate in an annual Football summer camp (the "Camp"), in accordance with the Florida Board of Governors, University and Department of Intercollegiate Athletics regulations, policies, as well as applicable laws. The Camp shall be conducted by Coach, acting as individual or a legal entity. Coach shall be entitled to profits in excess of expenses derived from the Camp so long as he is employed with the University as Head Intercollegiate Football Coach or until such time as the University may elect, in its sole discretion, to operate the Camp as a function of the Department of Intercollegiate Athletics. During each Contract Year, the University will reimburse Coach for verifiable expenses directly related to operation of the Camp in an amount not to exceed One Hundred and Twenty-Five Thousand Dollars \$125,000 per Contract Year. Such reimbursement will be payable through the ADF in accordance with its guidelines. Camp expenses may not be carried over to any subsequent Contract Year.

H. Outside Employment

Coach shall devote his entire productive time, ability, and attention to his University duties and responsibilities during the Term of this Agreement. Coach shall not directly or indirectly render services or work of a business, commercial, or professional nature to any other person, business or organization whether for compensation or otherwise except as specifically permitted under this Agreement. Coach may engage in outside employment that will affirmatively contribute to his professional advancement or correlate usefully with his University work subject to the terms set forth in this Employment Agreement. Subject to the terms and conditions of Sections II.C. and II.D. herein, Coach agrees that he will not personally or through any agent or other person seek, negotiate for, or accept other full-time or part time employment of any nature during the term of this Employment Agreement without having first obtained the written permission of the Director, which permission shall not be unreasonably withheld or conditioned. The University or its designee reserves the right to negotiate the terms and conditions of the Coach's outside employment on behalf of and with the approval of the Coach, which approval shall not be unreasonably withheld.

The Coach shall not engage in outside employment that conflicts with or interferes in any way with the full and satisfactory performance of his duties and assignments as the Head Intercollegiate Football Coach. The Coach's outside employment shall comply with all applicable rules and regulations of the NCAA, the ACC, the Board of Governors, and the University. Coach further acknowledges that, as required by NCAA Regulations, all related income from sources outside the institution, including but not limited to, income from annuities, housing benefits, complimentary tickets sales, television and radio programs, and endorsement or consultation contracts, if any, shall be verifiably reported to the Director.

Outside employment activities are independent of the Coach's University employment and the University shall have no responsibility or liability for any claims arising therefrom. In the event University dismisses the Coach or terminates this Employment Agreement, regardless of the reason or timing of such action, the Coach shall have no claim or cause of action against the University or its guarantors for loss of any contract or income he may have otherwise received from outside employment, including but not limited to, consequential, incidental, punitive or any other types of damages of any nature.

The Coach agrees and covenants not to seek out or engage in any outside employment that in any way conflicts with any and all contracts held by the University or its affiliates. Coach agrees that any outside employment shall be in good taste and shall not be detrimental to the reputation, mission or interests of the University. The University agrees that, during the Total Term of this Employment Agreement, the Coach may utilize his name and title in connection with permissible and approved outside employment and may also utilize terms signifying his role as the Head Intercollegiate Football Coach at the University. The Coach, without prior written

permission of the Director, shall not use any University logo, symbol, insignia, indicia, trademark, or service mark. Furthermore, Coach shall not develop, endorse, or market any other logo, symbol, insignia, indicia, trademark, or servicemark which would or could compete with those of the University, its affiliates, and/or any media rights holder or company. Any permissions granted to the Coach to use any University logo, symbol, insignia, indicia, trademark, or service mark shall be non-exclusive, non-transferable, and non-sub-licensable, and shall expire automatically upon the Coach's resignation or termination from employment and/or the expiration of this Employment Agreement.

I. Consulting or Endorsements

Coach may serve on his own behalf as a consultant or may permit the use of his name, voice or image to advertise or endorse products or services (whether or not athletically related) under the following conditions:

1. The product or service for which an entity seeks Coach to advertise or endorse may not be a service or product which competes with a service, product, or benefit for which the University, the Department of Intercollegiate Athletics, its supporting foundations, approved marketing contractor or multi-media rights holder has a contract for the benefit of the Department of Athletics or the University, unless a written waiver of this provision is signed by the Director or his designee; and

2. The endorsement or advertisement must not conflict with any University, Department of Intercollegiate Athletics, its supporting foundation, approved marketing contractor or multi-media rights holder contracts, including, but not limited to, any qualified sponsorship agreements and/or any sports marketing agreements or arrangements; and

3. The exposure must not be detrimental to the University or the Department of Intercollegiate Athletics in any way and must be in good taste; and

4. Approval of such consulting or endorsements must be obtained in advance from the Director or his designee in advance of the agreement and/or the provision of such services; and

5. Any consulting or endorsement (whether written, verbal or otherwise) shall not violate any University, ACC or NCAA rules, regulations, and policies; and

6. Coach may not use in connection with any consulting or endorsement agreement or arrangement any logo of the University or any other such symbol, insignia, indicia, trademark, or servicemark, whether now or heretofore in existence, which suggests a relationship with the University or its athletic programs or which is or could be protected by any University copyright, trademark or other registration, without the prior express written permission of the Director, which permission may be withheld or conditioned.

7. Notwithstanding any provision herein to the contrary, Coach shall not in any way directly or indirectly represent or imply that the University endorses, recommends, approves, or prefers any organization, business, service, or product.

IV. DUTIES AND RESPONSIBILITIES

In return for the compensation and payments set forth in Section III. above, and in addition to any other duties and responsibilities as set forth in this Employment Agreement, the Coach agrees to undertake and perform properly, efficiently and to the best of his ability, the duties and responsibilities of the position of Head Intercollegiate Football Coach for the University. Coach's duties and responsibilities shall include, but are not limited to, the following usual and customary Head Intercollegiate Football Coach activities:

A. Under the supervision and direction of the Director, Coach shall be responsible for the strategic planning, supervision, management, direction, and leadership of the Intercollegiate Football Program in an efficient and effective manner to achieve the goals and objectives of the Program and the Department of Intercollegiate Athletics as established by the Director. Said goals and achievements shall be in concert with the mission of the Department of Intercollegiate Athletics and the University, including, the planning, development, implementation, and maintenance of an NCAA Division I football program that is characterized by excellence, exemplified by academic achievement and development of character, maturity and sense of fair play in football;

B. Coach shall perform his duties and responsibilities under this Agreement to the reasonable satisfaction of the Director and the University President, including but not limited to, all responsibilities ordinarily associated with and performed by a Head Intercollegiate Football Coach at a member institution of the ACC or other major NCAA Division I institution. Coach shall perform all job responsibilities set forth in this Agreement and assigned by the Director, including without limitation: planning, developing, teaching, and supervising student-athletics in practices, games, and off-season training activities; assisting in the development and implementation of recruiting plans and strategies consistent with all applicable NCAA and ACC regulations; and in general shall be responsible for evaluating, recruiting, training, conditioning, instructing, supervising, disciplining, and coaching student-athletes to prepare them to successfully compete in the ACC and against major college competition on a national level;

C. Responsible for maintaining and observing the principles of institutional control over every aspect of the University's Intercollegiate Football Program and recognizing and respecting the attendant University relationships and organizational structure. Coach shall require and use his best efforts to ensure that institutional control of the football program is sustained

through the development, implementation, and maintenance of a vigorous and effective program for compliance with and enforcement of all applicable NCAA and ACC regulations;

D. Responsible for requiring and using his best efforts to ensure that he and all Football Personnel abide by and comply with NCAA and other Regulations;

1. For the purposes of this subsection, "Regulation" shall mean any current or future law, rule, regulation, or interpretation of any thereof by the NCAA, the ACC, any other athletic conference in which the University's Intercollegiate Athletics Programs should in the future participate, or any other governing body hereafter having regulatory authority relating to the University's Department programs as well as any applicable laws enacted by the State of Florida and the U.S. Congress governing intercollegiate athletics. In the performance of his duties and responsibilities hereunder, and in addition to ensuring that all personnel under his supervision are apprised of the Regulations and that said personnel are instructed to comply strictly with the Regulations, the Coach covenants and agrees to personally comply with, and to exercise due care that all Football personnel, student athletes, and athletic football program supporters comply with the Regulations relating to recruiting and furnishing unauthorized extra benefits to recruits and student athletes, including without limitation, the purchase and sale of game tickets and furnishing unauthorized transportation, housing, and meals, and with the laws and Regulations relating to sports agents, gambling, betting, bookmaking, and the illegal sale, use, or possession of controlled substances, narcotics, or other chemicals or steroids.

2. The Coach warrants to the University that he is familiar with, and understands, all of the existing Regulations. Coach shall use his best efforts to remain familiar with and understand all amendments to the Regulations. If the Coach has knowledge of, or has reasonable cause to believe, that a violation of any Regulation, University Policy, or law has taken place, the Coach shall inform the Director and/or his designee, provided that if the Director appears to be responsible for the violation, the Coach shall immediately notify the University President with respect to ensuring the University's compliance with all Regulations. Furthermore, Coach shall take any reasonable and appropriate measures to bring the University into compliance with all Regulations, policies, and laws, to report any violations as required, and to prevent a reoccurrence of any such violation. The Coach shall assist in the establishment of an effective program to educate the University's personnel, athletes, and supporters of athletic programs, to further ensure compliance with all Regulations.

3. The Coach acknowledges and understands that current Regulations require his stipulation that if he is found in violation of NCAA Regulations he shall be subject to disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedure, and the Coach hereby so stipulates. The parties acknowledge that this requirement is of paramount importance, and, should Coach or any personnel under his responsibility and direction commit any

major NCAA violation hereunder for which Coach is responsible and which has the likelihood of resulting in sanctions being imposed on the University, or should the Coach fail to properly monitor activities that are subject to his control which lead to the reporting or discovery of a major violation, such act or failure to act shall be considered a substantial breach of this Employment Agreement and the University shall have the option, in addition to any other remedies it has, to unilaterally terminate this Employment Agreement by giving the Coach thirty (30) days written notice of such termination. This remedy of termination of the Agreement by University hereunder may be imposed prior to a preliminary finding of violation by the NCAA pursuant to its Regulations. Furthermore, the Coach agrees that upon a preliminary finding of violation by the NCAA pursuant to its Regulations, he may be suspended from his duties by the University pending a final determination of that violation. Upon the expiration of the said thirty (30) day period, all financial and other obligations whatsoever by the University thereafter accruing to the Coach hereunder shall cease.

E. Reasonably assist alumni and supporter activities;

F. Reasonably cooperate with news media.

G. Act and speak positively about the University and the University's athletic programs in private and public forums;

H. Perform duties and responsibilities while comporting himself at all times in a professional and personal manner consistent with good sportsmanship and with the high moral, ethical and academic standards of the University and the Department, the ACC, and the NCAA. At no time shall the Coach be involved in discreditable conduct that is inconsistent with professional standards of the University, or that is seriously prejudicial to the best interests of the University, or that violates the University's mission in a substantive manner;

I. Exercise due care such that any personnel under his responsibility or supervision shall comport themselves in a similar manner;

J. Make every reasonable effort to ensure that all student athletes' academic requirements are met in cooperation with and in support of the University faculty and administration;

K. Make reasonable efforts to participate and cooperate in endorsements, consultations, public appearances and other related duties as required by various University contracts and agreements including but not limited to those between the University and IMG Sports Marketing, and between the University and NIKE, Inc., the provisions of which the Coach acknowledges full familiarity;

L. Conduct such travel as is necessary to carry out his duties accordingly. In this regard, the Coach shall be entitled to reimbursement for such transportation and expenses from the University, subject to budgetary constraints and prior approval from the Director and in accordance with University rules and policies;

M. Perform such other specified duties typical of a Head Intercollegiate Football Coach assigned from time-to-time by the Director;

N. Compliance with the University's Trademark Licensing Program. Any use by Coach of the University's name, trademarks, logos or other marks shall be pursuant to requirements of the University Licensing Program;

O. Compliance with Federal, State, and University Laws, Regulations and Policies against discrimination. The Coach warrants that he is aware of Federal, State, and University laws, regulations and policies against discrimination, in the admission, education, program participation and graduation of students, in the providing of financial assistance for students, and in the appointment, training, promotion, discharge and all other aspects of employment, on the basis of race, color, religion, sex, age, national origin, status as a military veteran, qualified disability, marital status, sexual orientation, gender identity, gender expression, or any other protected group status. The Coach shall comply with and provide leadership to the University in attaining the University policies and goals in this and other areas, as they may be modified from time to time.

P. Compliance with all University Regulations and Policies, as amended from time to time. The Coach will honor and comply with all current and future University rules, regulations, and policies. The Coach shall also endeavor to ensure that all personnel for whom he is administratively responsible, shall comply with the aforesaid policies, rules and regulations;

Q. Support of University's Academic Standards. The Coach recognizes and supports the importance to the University of its academic policies, standards and requirements and the Coach hereby agrees to abide by and support these and any future academic standards adopted by the University, in all aspects of his duties as set forth herein; and

R. Preservation of University's Reputation and Dignity. The Coach shall not disclose or use any secret, proprietary, or confidential information about the University or its business affairs or activities, all of which shall be deemed "confidential information," except during the term hereof and then only for the benefit of the University. The Coach, as a nationally recognized and notable spokesperson for intercollegiate athletics and education, shall support the University administration mission, policies, and decisions, in all of his dealings and activities with the public.

V. TERMINATION OF EMPLOYMENT AGREEMENT

A. Termination by the University.

Subject to the pertinent paragraphs of this Section V., the University may terminate this Employment Agreement on or before the end of the Total Term, during any portion of any Contract Year, or on or before the end of any extension thereof, for Cause herein defined and with notice pursuant to paragraph B below of this Section V., or without Cause and with notice as provided in paragraph E. below of this Section V.

B. Termination for Cause.

The University may terminate this Employment Agreement for Cause hereinafter defined. For purposes of this Employment Agreement, the term "Cause" shall be defined to mean the occurrence or existence of any one or more of the following 1. through 10. (and the parties agree that each of the following numbered clauses shall be applied independently of the others and no single clause is intended, nor shall it be deemed, to limit or affect the interpretation of any of the other clauses):

1. The Coach's refusal to perform, neglect of, inattention to, or deliberate and serious violation of Coach's duties or responsibilities specified in this Employment Agreement;

2. Insubordination;

3. The Coach's failure to comport himself at all times in a manner consistent with good sportsmanship or the moral, ethical or academic standards specified in this Employment Agreement and in University policies and regulations.

4. The Coach's conduct resulting in his conviction of, or pleading guilty or nolo contendere to, regardless of adjudication, the violation of a criminal statute.

5. The Coach's misconduct, whether or not relating to the Coach's employment, which is inimical to or not in the best interest of the University, and which causes damage to the reputation or dignity of the University or its athletics program, or which violates the University's mission, policies, and/or regulations.

6. The Coach's fraud and/or dishonesty in entering into, or in the performance of, the Coach's duties and/or responsibilities under this Agreement, and/or if not disclosed by the Coach to the Director in writing prior to the execution of this Agreement, the Coach's fraud and/or

dishonesty in any other context, whenever occurring and whether or not relating to the Coach's employment, that adversely and materially reflects on and/or affects the reputation, mission, and/or interests of the University.

7. The Coach's failure to comply with applicable standards or regulations of the ACC or the NCAA, federal or state law, or Florida Board of Governors or University rules, regulations, or policies, as amended from time to time, regardless of whether such violation results in the imposition of sanctions or other consequences.

8. The Coach's failure to promote an atmosphere of compliance and/or properly and effectively monitor personnel under his supervision and direction which results in material non-compliance by Coach's personnel with applicable standards or regulations of the ACC or the NCAA, federal or state law, or Florida Board of Governors or University rules, regulations, or policies, as amended from time to time, regardless of whether such violation results in the imposition of sanctions or other consequences.

9. The Coach's material breach of any of the provisions of this Employment Agreement.

10. The Coach's failure to fully cooperate in the enforcement and implementation of any drug testing and/or education program established by the University, the ACC, the NCAA, and/or pursuant to federal or state law that is applicable to student athletes and/or other employees of the University.

C. Effect of Termination for Cause.

1. In the event this Employment Agreement is terminated for Cause, as herein defined, this Employment Agreement shall at once cease and terminate, and the Coach shall be subject to immediate dismissal at the University's discretion. Further, the University shall be under no further financial or other obligation whatsoever to the Coach, except to pay him such amounts as are due him for actual services already rendered up to the date of the termination.

2. The Coach shall have the right, upon written request, for an opportunity for review and hearing before the University President or in exigent circumstances, his designee relative to any termination of this Agreement for Cause. This right shall be the Coach's exclusive opportunity for review and hearing relative to any termination of this Agreement for Cause and the Coach hereby waives his right to any other hearing provided in the Florida Administrative Procedures Act, Chapter 120, Florida Statutes, as amended, or in any rules, policies or regulations of the Florida Board of Governors and the University, as amended from time to time. The determination

of the University President in such case shall constitute final agency action.

D. Other Effects of Termination for Cause.

It is expressly understood that in the event of the Coach's termination for Cause, the University shall not be obligated or liable to the Coach for any lost endorsement income, bonuses, or any other outside income from third parties.

E. Termination Without Cause.

The University shall have the right to terminate this Employment Agreement without Cause and at any time upon written notice to the Coach of such termination. In the event of such notice of termination pursuant to this subsection V.E., the University will pay to Coach an amount, less required deductions and applicable withholdings for federal, state, and local taxes, equal to and not more than twenty (20) weeks of the total compensation set forth in subsections III.A. and III.B of this Employment Agreement. The amount payable by University under the terms of this subsection V.E. will be paid in equal bi-weekly payments, prorated over the Total Term remaining, with the first payment hereunder commencing two weeks after such notice to the Coach by the University. Upon such notice of termination by the University pursuant to this subsection V.E., all other financial and other obligations to the Coach by the University will immediately cease, except to pay the Coach such amounts due him as having already been earned as of the date of such notice. The remaining amount due Coach as compensation under this Agreement shall be paid pursuant to a separate agreement between the Coach and the Florida State University Athletic Association, Inc. ("FSUAA"), a not-for-profit corporation organized under Chapter 617, Florida Statutes, and a direct support organization of University pursuant to Section 1004.28, Florida Statutes (such agreement to be concurrently executed with this Employment Agreement). The Coach shall be paid by FSUAA, from its funds, an amount, less required deductions and applicable withholdings for federal, state, and local taxes, equal to the total amount of base salary and additional compensation set forth in subsections III.A and III.B. herein, that would have been paid during the number of weeks remaining in the Total Term reduced by the 20 weeks of pay owed by the University under this subsection, V.E. and by any other amount paid by the University pursuant to this subsection, V.E., subject to the conditions stated in that separate agreement. The foregoing obligations of the parties set forth in this subsection V.E. shall survive termination of this Employment Agreement.

F. Termination by the Coach.

Upon reasonable notice and subject to Coach's covenant to execute the payment of the Liquidated Damages in accordance with the terms and conditions set forth in subsection II.C of this Employment Agreement, the Coach may terminate this Employment Agreement. Upon such termination by the Coach, the University shall be under no further financial or other obligation

whatsoever to the Coach, except to pay him such amounts as are due him for actual services already rendered up to the date of the termination.

G. Termination by Disability or Death.

It is expressly understood and agreed that this is a personal service agreement between the University and the Coach and that in the event of the incapacity of the Coach to the degree that he is rendered incapable of performing the obligations and duties contained herein, as certified by two (2) physicians selected or approved by the University, or his untimely demise, this Employment Agreement shall terminate and the University shall have no further financial or other obligation whatsoever hereunder except for the payment of compensation as though termination were by the Coach pursuant to subsection V.F. herein.

H. Termination by Mutual Agreement.

This Employment Agreement shall be subject to termination by mutual agreement of the parties in writing at any time.

VI. RESOLUTION OF DISPUTES, EQUITABLE RELIEF

A. Resolution Time Period.

Specifically excepting actions for equitable relief as provided herein at subsection VI.B., no action to enforce any of the provisions of this Employment Agreement shall be filed in any court until the party claiming to be aggrieved shall first have delivered to the other a written notice of intention to file suit, including an outline of complaints. This notice shall be delivered at least thirty (30) days before any suit is filed, and the parties shall use that period to engage in good-faith negotiations aimed at resolving the dispute without litigation. This paragraph is not intended to limit or circumscribe the legal rights of any party thereto, but rather to ensure that parties exhaust all avenues of seeking a mutually agreeable accommodation of their differences before instituting litigation. In any situation where the terms of this paragraph might affect the legal rights of any party hereto, the parties all stipulate to appropriate extension of limitation periods and other matters to eliminate any such potential effects.

B. Equitable Relief Appropriate.

The parties recognize and agree that the Coach has extraordinary and unique skill and ability, and his services cannot be readily or easily replaced or the loss thereof adequately compensated for in money damages. The parties agree that a breach of this Employment Agreement by the Coach will cause irreparable injury to the University. Therefore, subject to the to the terms and conditions contained herein, and more specifically contained in Sections II.C., II.D., and V.F., the University shall have the right to obtain from any court having jurisdiction,

such equitable relief as may be appropriate, including a decree enjoining the Coach from participating in any activity which constitutes a breach of this Employment Agreement or enjoining the Coach from engaging in any athletic-related activity not contemplated herein.

VII. GENERAL PROVISIONS

A. Governing Law; Venue.

This Employment Agreement shall be governed by and construed under the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement shall be filed in Tallahassee, Leon County, Florida.

B. Waiver.

Failure to insist upon strict compliance with any term, covenant or condition of this Employment Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Employment Agreement shall be deemed a waiver of it at any other time.

C. Severability.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

D. Modification.

This Employment Agreement shall not be extended, changed or modified, except in writing duly executed by all parties hereto.

E. Binding on Parties.

This Employment Agreement shall be binding upon the heirs, successors or assigns of the parties hereto. The Coach's obligations under this Employment Agreement, however, may not be delegated nor assigned, except as provided for herein and consistent with the University's policies.

F. No Anticipatory Assignment.

Neither the Coach, his legal representative, nor any beneficiary designated by him, shall have any right, without the prior written consent of the University, to assign, transfer, pledge, hypothecate, anticipate, or commute, any payment to become due in the future pursuant to any provision of this Employment Agreement, to any person.

G. Entire Agreement.

This is the entire Employment Agreement of the parties and there are no conditions precedent or subsequent, amendments, oral agreements, or "side deals" which are not described in this Employment Agreement. If any other person has agreed or promised anything of value to the Coach, the University shall not be liable for the value of such other agreement or promise, even if the University knows of such other agreement or promise.

H. Headings.

Headings in this Employment Agreement are for convenience only and shall not be used to interpret or construe its provisions.

I. Ambiguity.

This Employment Agreement has been negotiated by all parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any party as the author hereof.

J. University a State Instrumentality.

It is expressly agreed among the parties that the University is an instrumentality of the State of Florida and that nothing contained herein shall be construed as a waiver or relinquishment by the University to claim such exemptions, privileges and immunities as may be provided by law.

K. Force Majeure.

It shall not be considered a default and none of the parties shall be obligated to perform his or its obligations hereunder in the event such performance is substantially delayed or prevented by a Force Majeure, which shall be interpreted to mean any cause beyond the reasonable control of the party affected, provided such cause is brought to the attention of the other parties immediately by said party. Such cause shall include, but not be limited to, an act of God, disturbance, hostility, war, revolution, strike, lockout, epidemic, accident, fire, wind or rain storm, flood, or any requirements of law.

L. Notice.

All notices under this Employment Agreement shall be in writing and shall be deemed to have been given when delivered by certified United States mail, return receipt requested, with sufficient postage prepaid thereon, or by hand delivery, or via overnight delivery service (e.g. FedEx, UPS, U.S. Postal Service, et al), and addressed as follows:

To University: John E. Thrasher
President
Florida State University
222 S. Copeland Street
Suite 211 Westcott Building
Tallahassee, FL 32306

With a Copy to: Carolyn Egan
General Counsel
Florida State University
222 S. Copeland St.
Suite 211 Westcott Building
Tallahassee, FL 32306

To Coach: John J. Fisher, Jr.
Head Intercollegiate Football Coach
Florida State University
P.O. Box 2195
Tallahassee, FL 32316

With a Copy to: Jimmy Sexton and/or Joseph E (Rick) Landrum
CAA Sports
6060 Poplar Ave Ste. 470
Memphis TN 38119

M. Counterparts/Facsimile Execution.

The original and one or more copies of this Employment Agreement may be executed by one or more of the parties hereto, in which event, all of such executed copies shall have the same force and effect as the executed original, and all such counterparts, taken together, shall have the effect of a fully executed original. Further, the parties to this Employment Agreement agree that the transmittal of signatures or of signed copies of this Agreement by facsimile machine, or by electronic transmission (e-mail), constitutes good and valid execution respecting this Agreement and is legally binding upon the parties.

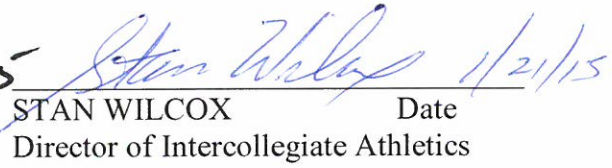
IN WITNESS WHEREOF, we have affixed our signatures on the date indicated below in Tallahassee, Florida.

FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

By:

And:


JOHN E. THRASHER Date
President


STAN WILCOX Date
Director of Intercollegiate Athletics

COACH

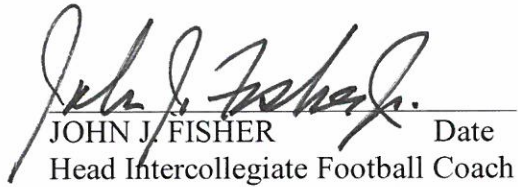

JOHN J. FISHER Date
Head Intercollegiate Football Coach

EXHIBIT A

For purposes of subsection III.F of the attached 2015 Employment Agreement, Assistant Football Coaches shall be defined as any of the following:

Coordinators:

Offensive Coordinator(s)

Defensive Coordinator(s)

Positions Coaches:

Quarterback Coach(es)

Running Backs Coach(es)

Wide Receivers Coach(es)

Tight Ends Coach(es)

Offensive Line Coach(es)

Defensive Line Coach(es)

Defensive Ends Coach(es)

Linebackers Coach(es)

Secondary Coach(es)

Special Teams Coach(es)

Other Positions

Director of Football Operations

Director of Player Personnel

Head Strength and Conditioning Coach

Assistant Football Coach shall also include any future positions or titles agreed to in writing by the Coach and the Director of Intercollegiate Athletics.