



June 27, 2013

Mr. Eric Barron  
President  
Florida State University  
403 Stadium Drive  
Room D0107  
Tallahassee, FL 32306

RE: Amendment and Extension of Florida State-NIKE Contract

Dear Mr. Barron:

This will serve as the amendment of the contract (as previously amended) between Florida State University and NIKE USA, Inc., dated August 1, 1998 (the "Agreement"), confirming the extension and the other agreed modifications. Effective as of the full execution of this Amendment (the "Effective Date"), UNIVERSITY and NIKE agree that the Agreement is amended as follows:

1. NIKE shall pay UNIVERSITY a one-time commitment bonus of Three Million Dollars (\$3,000,000) within seven (7) days of full execution of this Amendment.
2. As of the Effective Date, the term of the Contract shall be extended for eight (8) additional "Contract Years" to commence August 1, 2015 and end July 31, 2023.
3. As of the Effective Date, the annual cash consideration (i.e., "Base Contributions") chart in Paragraph 3(a), and annual product consideration (i.e., "Supplied Product Limit") chart in Paragraph 4(a), shall be amended as follows:

Contract Year	Base Contributions	Supplied Product Limit*
Contract Year 2013-14	\$1,400,000	\$2,800,000
Contract Year 2014-15	\$1,400,000	\$3,000,000
Contract Year 2015-16	\$1,400,000	\$2,800,000
Contract Year 2016-17	\$1,400,000	\$2,800,000
Contract Year 2017-18	\$1,400,000	\$2,800,000
Contract Year 2018-19	\$1,500,000	\$2,800,000
Contract Year 2019-20	\$1,500,000	\$3,000,000
Contract Year 2020-21	\$1,500,000	\$3,000,000
Contract Year 2021-22	\$1,500,000	\$3,000,000
Contract Year 2022-23	\$1,500,000	\$3,000,000

\* Such amount shall be valued at retail value.

4. As of the Effective Date, the following Paragraph 3(b) shall be deleted in its entirety:

~~(b) The parties agree that Fifty Thousand Dollars (\$50,000) per year of NIKE's Base Contribution shall be earmarked for women's intercollegiate athletics. This Fifty Thousand Dollars (\$50,000) will be restricted for programs and/or projects related to women's sports to be determined at the discretion of the Director of Athletics.~~

5. As of the Effective Date, the following Paragraph 3(d) shall be deleted in its entirety:

~~(d) NIKE and UNIVERSITY acknowledge that the Head Football Coach and Head Men's Basketball Coach each have, or have had, agreements for design consultation or other services with NIKE and/or other companies for which each respective coach receives, or received, compensation directly from NIKE and/or other companies. UNIVERSITY warrants that such existing agreements have been properly reported and approved by the UNIVERSITY in accordance with State of Florida Policy on External Professional Activities for Pay and applicable NCAA regulations. NIKE and UNIVERSITY agree to dedicate up to Eight Hundred Thousand Dollars (\$800,000) per Contract Year from the proceeds of Paragraph 3(a) hereof to the respective coaches with particular emphasis on Football and Men's Basketball for the dedicated purpose of supplementing coaches' salaries as determined by the Director of Athletics, at his sole discretion, and subject to existing and/or future employment consideration and/or contracts with the respective head coaches. Currently, at NIKE's request, the Head Football Coach receives Three Hundred Forty Five Thousand Dollars (\$345,000) in said compensation and Men's Head Basketball Coach receives One Hundred Sixty Five Thousand Dollars (\$165,000) in said compensation. It is NIKE's understanding that payments to respective coaches will be made through the Athletic Development Fund (ADF) in accordance with UNIVERSITY policies.~~

6. As of the Effective Date, Paragraph 3(h)(2)(iii) is deemed deleted in its entirety, except that the women's basketball program shall be entitled to take an international trip, provided it is taken prior to July 31, 2015.
7. As of the Effective Date, the Exclusive Negotiating End Date in Paragraph 9(b) shall be amended to be January 1, 2023, and the right of first refusal period in Paragraph 9(c) shall be amended to be ninety (90) days.

Except as modified by this Amendment, all defined terms used within this Amendment shall have the same meaning ascribed to them under the Agreement, all other terms and conditions of the Agreement shall remain in full force and effect, and all rights and obligations under this Amendment shall be exercised consistent with the Agreement. If UNIVERSITY is in agreement

with the terms of this Amendment, please so indicate by due execution of this Amendment and return of same to me for counter-signature on behalf of NIKE.

NIKE is pleased to have reached this new agreement and looks forward to the continued mutual benefits of our key partnership.

Sincerely,



Kit Morris  
Director, College Sports Marketing


**AGREED:**

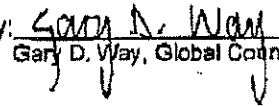
Florida State University

By: \_\_\_\_\_  
Eric Barron, President

**AGREED:**

NIKE USA, Inc.

By:   
John Blucher, EVP, Global Sports Marketing

By:   
Gary D. Way, Global Counsel Sports Marketing

Dated: June 27, 2013