EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made, effective November 15, 2016, by and between The Florida International University Board of Trustees ("FIU" or the "University"), a public body corporate of the State of Florida, and Paul Hilton Davis Jr. ("Head Coach").

The University and Head Coach agree as follows:

1. TERM

The term of this Agreement shall be from November 15, 2016, through the later of December 15, 2021, or the third day following the end of the 2021 football season (including any post-season bowl game following the 2021 football season, if applicable) unless terminated earlier pursuant to the terms and provisions contained herein. The parties expressly acknowledge and agree that in the event of termination of Head Coach's employment without cause, University shall have no obligation to compensate Head Coach in any manner other than as specified in this Agreement.

2. HEAD COACH'S DUTIES

In consideration of the compensation specified in this Agreement:

(a) Head Coach shall devote his best efforts full-time to the proper performance of his assigned duties under this Agreement, other duties as set forth in the Head Coach's then-current job description on file with the Division of Human Resources, and compliance with the University regulations, policies, and procedures which may change from time to time (e.g., http://regulations.fiu.edu/, http://policies.fiu.edu/). If there is a conflict between this Agreement and the then-current job description, this Agreement controls. Head Coach will perform his duties and personally comport himself at all times in a manner consistent with the University's highest standards of professionalism, competence, academic mission, and personal and professional conduct, morals, integrity and ethics as such highest standards are reasonably determined by the University. At all times, he shall exercise due care that all personnel and students under his supervision or subject to his control or authority shall comport themselves in a like manner.

(b) Head Coach shall develop and implement programs and procedures with respect to the evaluation, recruitment, training and coaching of the FIU Football ("Team") in order for the Team members to compete successfully while assuring their welfare.

(c) Head Coach shall observe and uphold all academic standards, requirements, and policies of University and encourage Team members to perform to their highest potential. Head Coach recognizes that the goal of the University is that every student-athlete obtains a baccalaureate degree and agrees to support fully the attainment of this goal.

(d) Head Coach shall maintain and enforce conduct, disciplinary rules and sanctions, both on and off the field and/or court, fairly and uniformly for all student-athletes in the Football program, so as to insure academic and moral integrity while encouraging excellence.

(e) Head Coach shall know, recognize, and comply with all applicable laws, as well as applicable policies, rules, and regulations of the University, Conference USA ("the University's Conference") and the NCAA or any successor or such associations or conference, or by any other athletic conference, association, or governing body hereafter having regulatory power or authority relating to the athletic program of the University. Head Coach shall supervise

and take appropriate steps to ensure that Head Football Coach's assistant coaches, any other employees for whom Head Football Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules, and regulations. The Head Coach shall immediately report to, the Executive Director of Sports and Entertainment and the Director of University Athletics Compliance if Head Coach reasonably believes that any person or entity has violated or is likely to violate any such laws, policies, rules, or regulations. Head Coach shall cooperate fully with the University at all times in any NCAA investigation or inquiry related to the Football program or the Department of Athletics. This duty survives the expiration of this Agreement if the conduct or behavior that is the subject of investigation occurred during this Agreement but the investigation did not start or conclude until after the expiration or earlier termination of the Agreement.

(f) Head Coach shall not engage, directly or indirectly, in any outside employment or activity which would detract from his ability to devote his full-time and best efforts to the performance of his duties. Head Coach shall obtain approval to engage in any outside employment or activity (whether compensated or not for the activity) prior to engaging in such employment or activity in accordance with the University's Outside Employment, Conflict of Interest or Activity, and Financial Interest Policy and the Florida Public Employee Code of Ethics, Chapter 112, Florida Statutes.

(g) Head Coach shall obtain prior approval of all athletically related income from sources outside the University in accordance with the University's Outside Employment, Conflict of Interest or Activity, and Financial Interest Policy and the Florida Public Employee Code of Ethics, Chapter 112, Florida Statutes.

(h) In accordance with NCAA rules, Head Coach shall provide a written, detailed annual report to the President no later than September 30 of each year disclosing all athletically related income and benefits from sources outside the University in a format to be decided by the University. Upon demand and reasonable notice, University shall be provided with reasonable access to records necessary to verify such report. Sources of such income, include, but are not limited to the following: (i) income from annuities; (ii) sports camps; (iii) housing benefits; (iv) country club memberships; (v) complimentary ticket sales; (vi) television and radio programs; and (vii) endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers. This reporting requirement shall not require reporting of income from passive investments made with personal funds of Head Coach. However, Head Coach shall not make any such personal investment which is in conflict with or inconsistent with his duties or the mission of University as determined in accordance with Florida Public Employee Code of Ethics, Chapter 112, Florida Statutes and/or NCAA regulations.

(i) Head Coach has special and exceptional knowledge, skill and ability that render Head Coach's services unique. Head Coach recognizes that rumors or media reports regarding the possible loss of his services to the University are damaging to Team morale and recruiting and that the loss of his services would result in inherent loss to the University. Accordingly, unless University terminates his employment as Head Coach, Head Coach shall not discuss, seek, or consider, whether directly or indirectly, employment with any other sports-related program or business during the term of this Agreement without providing prior written notice to the Executive Director of Sports and Entertainment.

(j) Head Coach shall not, on his own or through any other person or entity, usurp any promotional or sponsorship opportunities that may be offered or available to University.

(k) The University owns all rights and title to its logos, trademarks, servicemarks, indicia, or insignia. Head Coach shall not use any of the logos, trademarks, servicemarks, indicia, or insignias of the University unless given advance written approval by the Executive Director of

Sports and Entertainment or his or her designee. Head Coach shall not develop, endorse, or market any other logo, trademark, servicemark, indicia, or insignia which would or could compete with those of the University unless approved by the University in advance. In the event that the University gives permission to Head Coach to use any logo, trademark, servicemark, indicia, or insignia, such permission shall be non-exclusive, non-transferable and non-sub-licensable, and such permission shall expire automatically upon the expiration or earlier termination of this Agreement. If permission is given, Head Coach shall use such logo, trademark, servicemark, indicia, or insignia only for purposes specifically authorized in or pursuant to this Agreement and such use shall be only in a manner which could not or does not interfere or conflict with the reputation, mission or interests of the University and could not reasonably be expected to, and in fact is not, offensive to standards of good taste. The terms of this subparagraph shall be deemed to be conditions of any permission given to Head Coach by the University whether or not expressly provided on each occasion or for each permission.

(l) Head Coach shall cooperate fully with the University in developing and promoting the University's athletic program, the Panther Club, the FIU Athletic Finance Corporation, the University, the University's Alumni Association, FIU Foundation, and other University-affiliated organizations. Such cooperation includes, but is not limited to, attendance and participation at meetings, events, radio shows, television, and other media outlets of the University and University-affiliated organizations as mutually agreed by the Head Coach and the Executive Director of Sports and Entertainment; endorsement products and services; and personal appearances as mutually agreed by the Head Coach and the Executive Director of Sports and Entertainment as part of University sponsorship or endorsement contracts. Notwithstanding the obligations contained herein, the University acknowledges, understands, and agrees that the Head Coach's primary responsibility shall be to serve as the Football Team's Head Coach, and as such agrees that any such request for Head Coach to engage in the afore-mentioned development, promotional, or endorsement-related activities shall be subject to Head Coach's program-related schedule and to his primary responsibilities in coaching the team (such responsibilities to include, but not be limited to, generally understood coaching responsibilities, supervising his staff, planning and running team practice activities, recruiting, film study, and any other actions directly related to the administration of the football program).

3. RIGHT OF PUBLICITY

Head Coach hereby grants and conveys to the University a royalty-free license to use his name and likeness to promote the University, its athletic department, and its Football program, including the right to sublicense the use of Head Coach's name and likeness to the Florida International University Foundation, Inc. ("Foundation"), or third party sponsors of the University's athletic department. Head Coach shall not allow his name or likeness to be used to promote any other institution of higher education, athletic department or Football program. Head Coach acknowledges and agrees that, other than the payments under the Compensation Section of this Agreement, he will receive no royalties or other payments for the use of his name or likeness from the University and/or its sublicensees. After the termination of this Agreement, the University and/or its sublicensees may continue to use Head Coach's name and likeness in any materials or in any media placed in tangible form during the term of this Agreement. However, the University and/or its sublicensees may not, after the expiration or earlier termination of this Agreement, use Head Coach's name or likeness in a manner that implies Head Coach's continuing support or endorsement of the University or one of its sponsors without Head Coach's consent.

4. COMPENSATION

In consideration of Head Coach's services and satisfactory performance of this Agreement, University shall pay Head Coach:

(a) Annual Salary. $900,000.00 Annual base salary ("Base Salary"), will be payable in bi-weekly installments in accordance with normal University procedures. The Base Salary will increase by five percent (5%) on each anniversary of the commencement date of the Term.

Head Coach is not eligible for any University-wide salary increases (including legislatively appropriated increases) unless the University awards to non-faculty employees a salary increase in a given year in excess of five (5) percent. In such a case, Head Coach shall receive the higher salary increase.

(b) Such normal employee benefits as University generally provides to its exempt staff subject to modification by the Florida Legislature and/or University. Currently, the Florida Legislature requires all employees to contribute three percent (3%) of their gross salary to a State retirement plan.

(i) To facilitate Head Coach's transition, the University will provide moving expenses (including temporary housing and related expenses, if applicable) in accordance with FIU and State of Florida policy. A minimum of one (1) year full time service commencing on the effective date of hire is required for all employees receiving a moving and/or relocation reimbursement or allowance. If the Head Coach voluntarily discontinues employment at FIU before the required one (1) year of service, the Head Coach agrees to refund to the University the gross amount of moving and relocation reimbursements (i.e., the actual payments received by the Head Coach and any payments to third parties on the Head Coach's behalf, plus all taxes deducted that relate to those payments) on the date of termination.

(c) Head Coach is only eligible for the following performance based bonuses; in no event shall the maximum performance bonuses in any one year exceed $550,000.

(i) APR in accordance with the chart below per year beginning with the first full academic year following the execution of this Agreement. The applicable APR rate is determined and reported solely by the NCAA and is based on the published single year rate. The single-year APR rate is typically published in May following the prior academic year. Should the NCAA minimum APR standards change, the University and Head Coach mutually agree to renegotiate the APR threshold that will be required to earn this performance based bonus. Head Coach is eligible to receive one of the bonuses in this section (i).

APR >= 940	$30,000
APR >= 950	$40,000
APR >= 970	$60,000

(ii) Athletic Achievement Bonuses:

(1) Participate in Bowl Game	$35,000

(2) Conference Head Coach of the Year as awarded by the University's Conference $25,000

(3) National Coach of the Year $50,000

(4) Participates in Conference Championship Game or finishing first in the conference $35,000

(5) Top 25 finish based on the final College Football Coaches or AP Poll

$50,000

(6) Head Coach is eligible to receive one of the bonuses in this section (c-ii-6)

Participate in "New Year's Six" Bowl Game $125,000
Participate in College Football Playoff ("CFP") Semi-Final Game $150,000
Participate in College Football Playoff ("CFP") National Championship Game $200,000
Winning College Football Playoff ("CFP") National Championship Game $300,000

(d) Up to twenty complimentary season tickets for Home Football Games

(e) Use of private stadium box/area (pending availability)

(f) Payment of APR and athletic achievement performance bonuses will be made within thirty (30) days after FIU determines that the bonus is earned and will be paid with a regularly scheduled base salary payment thereafter. In addition to other rights and remedies of University, no bonus shall be payable for any APR or athletic achievements performance bonus in which the University has knowledge that the Football program will be or, as determined by the University in its reasonable discretion, likely to be subjected to Level 1 or Level 2 sanctions for violations of NCAA and/or University's Conference rules. Head Coach must be employed with the University at the time the respective APR or athletic achievement performance bonus is officially earned and reported to receive the bonus. The parties expressly acknowledge and agree that, in the event of termination of Head Coach's employment without cause, University shall have no obligation to compensate Head Coach in any manner other than as specified in this Agreement.

(g) Associated Taxes. Head Coach is fully and solely responsible for reporting all compensation received pursuant to this Agreement and for paying all associated taxes.

5. AUTOMATIC TERMINATION

This Agreement shall automatically terminate upon any of the following events:
(a) the death of Head Coach;

(b) the disability of Head Coach which prevents him for a period of ninety (90) or more days from performing the essential functions of Head Coach position, even after the provision of a reasonable accommodation in accordance with applicable law;

(c) the issuance of a penalty by the NCAA or the University's Conference requiring the termination, of Head Coach's duties;

(d) the mutual written agreement of the parties; or

(e) the failure of the Head Coach to successfully pass the FIU pre-employment background screening requirements including but not limited to the criminal and NCAA background screens. Head Coach represents and warrants that there is nothing in his background which would prevent FIU from hiring his as Head Coach.

In the event of automatic termination, all rights and obligations of the parties under this Agreement shall cease, and this Agreement shall be null and void, including all rights of Head Coach under Section 7 of this Agreement except, if applicable, any accrued, but unused vacation leave due to the Head Coach under University policies applicable to exempt staff.

6. TERMINATION OR SUSPENSION BY UNIVERSITY FOR JUST CAUSE

University shall have the right to terminate this Agreement at any time for just cause, which shall be defined to include the occurrence of one or more of the following:

(a) failure to materially perform Head Coach's duties as set forth in this Agreement or refusal or unwillingness to perform such duties as set forth in this Agreement (provided University first provides Head Coach with written notice of such failure, and Head Coach fails to reasonably cure such failure within the immediately following thirty (30) days; it being understood that Head Coach's cure shall prevent termination for the specific breach);

(b) a material, significant or repetitive violation or breach by Head Coach of this Agreement, applicable laws, or applicable policies, rules, and regulations of the University, the University's Conference or the NCAA;

(c) a material, significant or repetitive violation or breach of this Agreement, policies, rules, and regulations of the University, the University's Conference or the NCAA by any student, coach, or other person representing the University's athletic interests: (i) acting at the instruction or direction of Head Coach or with the consent of Head Coach, or (ii) about which Head Coach knew or, upon reasonable investigation, should have known and failed to report to the Executive Director of Sports and Entertainment and/or the Director of University Athletics Compliance;

(d) failure by Head Coach to report promptly to the Executive Director of Sports and Entertainment and/or the Director of University Athletics Compliance any violations known or, upon reasonable investigation, should have been known to Head Coach of program-related policies, rules, and regulations of the University, the University's Conference, or the NCAA governing athletics or that a reasonable person in such a position should have known;

(e) any action or inaction by the Coach that constitutes a serious or intentional violation of any law, rule, regulation, constitutional provision, or bylaw of the University, the Conference, or the NCAA, including but not limited to any violation which results in University being placed on probation by the University's Conference or the NCAA;

(e) fraud or dishonesty of Head Coach in the performance of his duties or responsibilities under this Agreement;

(f) soliciting, placing or accepting by Head Coach of a bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by Head Coach of any illegal

gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling;

(g) furnishing by Head Coach of information or data relating in any manner to any sport to any individual known by Head Coach, or whom he should reasonably know to be a gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Head Coach with such persons;

(h) failure to positively represent the University and its athletic programs in private and/or public forums in a manner which displays a continual or serious disrespect or disregard for the character or mission of the University, or causes notorious and public scandal;

(i) conviction of Head Coach of any felony or of any crime involving dishonesty or moral turpitude (whether prosecuted or not);

(j) failure by Head Coach to respond accurately and fully, within a reasonable time, to any reasonable written request or inquiry relating to the performance of his duties hereunder or his prior employment at any other institution of higher education, including any affiliated organization thereof, propounded by the University, NCAA, the University's Conference or other governing body having supervision over the athletic programs of University or required by law, NCAA rules or University regulations or policies;

(k) counseling or instructing by Head Coach of any coach, student, or other person to fail to respond accurately and fully, within a reasonable time, to any reasonable request or inquiry concerning a matter relevant to the athletic programs of University or other institution of higher learning which shall be propounded by the University, NCAA, the Conference or other governing body having supervision over the athletic programs of University, or which shall be required by law, NCAA rules, University's Conference rules, or University regulations or policies;

(l) in the event of a preliminary finding by the NCAA, the University's Conference, or any commission, committee, council, or tribunal of the same, of one or more material, significant or repetitive violations by Head Coach of NCAA rules or University's Conference rules, or of any such material, significant or repetitive violations by others which were permitted, encouraged, or condoned by Head Coach, or about which violations Head Coach knew or that a reasonable person in such position should have known and failed to act reasonably to prevent, limit, or mitigate, the University shall have the right to suspend Head Coach during the pendency of any final adjudication of such preliminary finding; in the event such preliminary finding results in a final adjudication that Head Coach is culpable for such violation(s), the University shall have the right to discipline Head Coach, up to and including the right to terminate this Agreement for just cause; however, in the event such preliminary finding does not result in a final adjudication that Head Coach is culpable for such violation(s), Head Coach's suspension shall be immediately rescinded and any forfeited pay (if applicable) during that period will be restored;

(m) failure by Head Coach to obtain prior written approval for outside activities as required by this Agreement or to report accurately all sources and amounts of all income and benefits as required by this Agreement;

(n) commission of or participation in by Head Coach of any act, situation, or occurrence which brings Head Coach into public disrepute, contempt, scandal or ridicule or failure by Head Coach to conform his personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon University's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to a level warranting criminal prosecution by the relevant authorities;

(o) use or consumption by Head Coach of alcoholic beverages or narcotics, drugs, controlled substances, steroids, or other chemicals in such degree or for such appreciable period as to impair materially his ability to perform his duties hereunder, as determined by the University;

(p) sale, use or possession by Head Coach of any narcotics, drugs (excluding the lawful use or possession of drugs prescribed to Head Coach), controlled substances, steroids or other chemicals, the sale, use or possession of which by any person is prohibited by law, the NCAA or the University's Conference rules; or

(q) permitting, encouraging or condoning by Head Coach of the sale, use, or possession by any student-athlete of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by any person is prohibited by law or by NCAA or the University's Conference rules (but expressly excluding the lawful use or possession of drugs by individuals to whom those drugs have been properly prescribed).

In lieu of immediate termination of this Agreement for Cause, and without affecting the University's right to later terminate this Agreement for Cause based on the same and/or any different action and/or omission, and in addition to any rights and remedies under any other provision of this Agreement, the University may impose a temporary suspension on Head Coach for any act or failure to act which constitutes grounds for Cause termination. The University may exercise its right to terminate the Agreement without cause or with Cause before, during, or subsequent to suspension of Head Coach. If the University imposes a suspension, the University shall determine whether to impose a suspension with or without payment of base salary and the other payments, contributions and benefits provided under this Agreement. Suspension may also include any or all of the following: suspension of Head Coach from the role of Head Coach, from any other role for the University, from participation in the activities of the University (including without limitation athletic events involving any of the University's teams), and from Head Coach's presence on University-owned or controlled property.

In the event of termination under this Section, all rights of Head Coach and all obligations of the University under this Agreement shall cease. In no event shall the University be liable to Head Coach for any liquidated damages, or loss of any collateral business opportunities or any other benefits (except any accrued, but unused annual leave due to the Head Coach under University policies applicable to exempt staff), perquisites, or income from any other sources as a result of termination under this Section.

7. TERMINATION BY UNIVERSITY WITHOUT CAUSE

(a) The University may terminate this Agreement without cause at any time prior to its expiration. If the University terminates this Agreement without cause, the University shall pay, or shall cause to be paid, to Head Coach, as liquidated damages, the entire amount of base salary due for the remainder of this Agreement and only those benefits that the University is required to pay under applicable University policy or law through the date of termination (such as accrued, but unused vacation leave through the date of termination). Notwithstanding the foregoing, the liquidated damages shall be limited to an amount equal to twenty (20) weeks of such payments or the base salary due for the remainder of this Agreement, whichever is less. The payment of the liquidated damages will be monthly in accordance with normal University procedures. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Head Coach may lose certain benefits, supplemental compensation or outside compensation relating to his employment at University, which damages are extremely difficult to determine with certainty, or fairly

or adequately. The parties further agree that payment of such liquidated damages by University and acceptance thereof by Head Coach shall constitute adequate and reasonable compensation to Head Coach for damages and injury suffered because of such termination by University. The foregoing shall not be, nor be construed to be, a penalty. Subsequent to a University termination without cause, the University shall receive a credit against the remaining balance of the liquidated damages to be paid to the Head Coach equal to the compensation earned by Head Coach from another coaching position during the unexpired term of the payout period.

(b) This shall constitute Head Coach's sole damages for the University's termination of this Agreement, and all other obligations of the University under this Agreement shall terminate immediately upon termination pursuant to this provision. Other than as set forth in subsection (a) above, the University shall not be liable for any salary, bonuses, benefits or other compensation. Head Coach hereby expressly waives all claims to notice periods applicable to exempt employees pursuant to University policy. Other than as set forth in subsection (a) above, the University shall not be liable for any liquidated damages or any loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of University's termination of this Agreement without cause.

8. TERMINATION BY HEAD COACH

(a) In the event of termination by Head Coach, the University and Head Coach will mutually agree if Head Coach will coach any post-season game scheduled.

(a) In the event that Head Coach terminates this Agreement to accept another head coaching position prior to the end of the Term, Head Coach shall pay to, or cause to be paid to, the University, as liquidated damages, 50% ("fifty percent") of the current year Base Salary as of the date of termination. Head Coach authorizes the University to offset the liquidated damages owed under this provision by any accrued, but unused vacation leave and any accrued, unpaid compensation above the minimum wage. Head Coach agrees to pay the balance of the liquidated damages, if any, as a lump sum payment within one hundred and twenty (120) days after the effective date of termination.

(b) The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative, recruiting and resettlement costs in obtaining a replacement for Head Coach, in addition to potentially increased compensation costs if Head Coach terminates this Agreement prior to its expiration, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Head Coach and acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Head Coach. The foregoing shall not be, nor be construed to be, a penalty.

(c) In addition to the liquidated damages to be paid at termination pursuant to this paragraph, Head Coach agrees that he is liable to repay any outstanding employee debt. The Head Coach authorizes the deduction from his final paycheck the entire amount of the employee debt up to the amount permitted by applicable law after first paying the liquidated damages. If the final paycheck is not sufficient to cover the liquidated damages and/or the outstanding employee debt, the remainder of the liquidated damages and/or employee's debt will be deducted from the employee's accrued but unused leave and/or from any other sums that may be due and owing from the University to the employee in accordance with applicable law. In the event that there are still outstanding sums due and owing by an employee after the University has exhausted all of these resources, the University may pursue any legal means for the collection of the employee's outstanding debt. See also FIU Regulation 1111 Employee Debt Collection.

(d) The University shall not be liable for any salary, bonuses, benefits, other compensation, any liquidated damages or any loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of Head Coach's termination of this Agreement.

9. APPLICABILITY OF NCAA REGULATIONS AND THE UNIVERSITY'S CONFERENCE RULES

Pursuant to NCAA By-Laws, if Head Coach is found in violation of NCAA regulations, then Head Coach shall be subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures. The University may terminate this Agreement and/or impose a temporary suspension on Head Coach under this Agreement independent of any action taken by law enforcement, any court and/or other governmental authority, the NCAA, the University's Conference, and/or any other governing body. The University shall not be obligated to await the conclusion of any external law enforcement, court, governmental body, NCAA, the University's Conference, and/or other process, investigation, inquiry and/or other action to exercise the University's rights and/or remedies under this Agreement; however, the University may, at its sole option, elect to await such conclusion without derogating from, or in any manner affecting, the University's rights and/or remedies under this Agreement.

10. UNIVERSITY PROPERTY

All materials or articles of information (except for personal, Football materials brought by Head Coach to the University), including, without limitation, Head Coach's records, statistics or any other material or data in any form or medium furnished to Head Coach by the University, or developed by Head Coach on behalf of the University, or at the University's or Head Coach's direction or supervision, are and shall remain the sole property of the University. Upon expiration or termination of this Agreement with or without cause by either party, Head Coach shall immediately cause any such materials in his possession, custody or control to be returned and delivered to the Executive Director of Sports and Entertainment.

11. SEVERABILITY

If a court of competent jurisdiction determines that any provision of this Agreement is void, invalid, illegal or unenforceable for any reason, the remaining provisions of the Agreement shall continue in full force and effect.

12. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Exclusive jurisdiction and venue of any actions arising out of, or relating to or in any way connected with this Agreement shall be in Miami-Dade County, Florida.

13. ENTIRE AGREEMENT/AMENDMENT

This document constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous understandings, representations or agreements, whether

written or oral, between the parties. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties under the same formalities as this agreement.

14. NO ASSIGNMENT/NO INUREMENT

This is an Agreement for personal services. It is personal to the Head Coach and the University. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party. This Agreement shall not inure to the benefit of any heir, representative, or assign of Head Coach.

15. NOTICE

Where notice is required or permitted to be given, it shall be in writing and sent by first class mail, return receipt requested, or in person to the parties at the following addresses:

FOR THE UNIVERSITY:

Executive Director of Sports and Entertainment
Florida International University
FIU Arena
Modesto A. Maidique Campus
Miami, Florida 33199

FOR HEAD COACH:

11200 SW 8th Street
Miami, FL 33199
[Emailed copy to: rick.landrum@caa.com]

16. WAIVER

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

17. FORCE MAJEURE CLAUSE

If the performance of this Agreement by a party is delayed, hindered or prevented or is otherwise frustrated by reason of an event of "Force Majeure," then the party so affected shall promptly notify the other party under this Agreement in accordance with the Notice paragraph, specifying the nature of the Force Majeure and the anticipated delay in or effect on performance of this Agreement. If the event of Force Majeure results in a delay or amended performance of more than ninety (90) days, then the University may terminate this Agreement pursuant to the Termination By University Without Cause Section by, and effective upon, giving notice to Head Coach. A "Force Majeure" means war, civil commotion or disturbances, fire, flood, action by any government (other than the University), an act of God, or any other exceptional event that is beyond the reasonable control of the affected party and prevents that party from fulfilling any of its material and substantial obligations under this Agreement; however, a Force Majeure shall not include the illness, death or disability of Head Coach.

18. UNIVERSITY DUTIES

(a) The parties agree that there will be an annual planning meeting between the Head Coach and Athletic Director to discuss the program status, progress, potential extension(s), etc., which meeting will occur subsequent to conclusion of each season. The parties also agree that periodic meetings to discuss updates, program progress-to-date, and other program issues will also take place.

(b) The University agrees that the Football Assistant Coach salary pool will be established at a minimum of $1.6 million depending on qualifications and experience of staff. The Head Coach and Athletic Director will work collaboratively on adjusting Assistant Coach salary pool should a 10th Assistant Coach be allowed by NCAA. The University agrees to pay reasonable moving expenses and temporary housing allowances (if applicable) for the Assistant Coaches subject to the University FIU and State of Florida policy.

(c) The Head Coach will have control, subject to his compliance with budgetary and University employment guidelines, to hire and/or fire direct reports and ancillary staff-members (e.g., strength & conditioning, video, operations, etc.) within the Football Department.

IN WITNESS WHEREOF, the parties do execute this Agreement on the day and year set forth above.

THE FLORIDA INTERNATIONAL BOARD OF TRUSTEES:

President Rosenberg
Date:

HEAD COACH:

Date:

SEVERANCE PAYMENT AGREEMENT

This Severance Payment Agreement (the Agreement) is made and entered into as of 15th day of November, 2016 (the Effective Date), by and between the FIU Department of Intercollegiate Athletics (FIUIA) and Paul Hilton Davis Jr. (Coach).

WITNESSETH:

WHEREAS, Coach is employed by the Florida International University Board of Trustees (FIU) as the Head Football Coach pursuant to the Employment Agreement dated November 15, 2016 (Coach's Employment Agreement); and

WHEREAS, in consideration of the many efforts of Coach on behalf of FIU and FIUIA, including, but not limited to, his fundraising responsibilities listed under Section 2(l) of the Employment Agreement for FIU, FIUIA has agreed to compensate Coach directly for certain obligations.

NOW THEREFORE, in consideration of the efforts of Coach on behalf of FIU and FIUIA and other good and valuable consideration, the sufficiency of which is hereby acknowledged, FIUIA and Coach hereby agree to the following:

In the event that Coach is terminated by the University as provided in Section 7(a) with more than 20 weeks remaining on Coach's Employment Agreement, then the FIUIA shall pay, or shall cause to be paid, to Coach, as liquidated damages, the entire amount of base salary due for the remainder of Coach's Employment Agreement as set forth in Section 4(a) less 20 weeks of his/her base salary. Said liquidated damages shall be paid from available unrestricted funding within the Athletic Association Project Account held in the FIU Foundation and shall be paid monthly in accordance with normal University procedures. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation or outside compensation relating to his/her employment at the University, which damages are extremely difficult to determine with certainty, or fairly or adequately. The parties further agree that payment of such liquidated damages by University and acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for damages and injury suffered because of such termination by University. The foregoing shall not be, nor be construed to be, a penalty. Subsequent to a University termination without cause, the University shall receive a credit against the remaining balance of annual compensation to be paid to the Head Coach equal to the compensation earned by Head Coach from another coaching position during the unexpired term of the payout period.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

FLORIDA INTERNATIONAL UNIVERSITY
DEPARMENT OF INTERCOLLEGIATE ATHLETICS

President Rosenberg

Head Coach

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (the "First Amendment") is made and entered into as of this 28th day of August, 2017 (the "Effective Date") by and between The Florida International University Board of Trustees ("University") and Paul Hilton Davis Jr. ("Head Coach").

WITNESSETH:

WHEREAS, the parties entered into that certain Employment Agreement dated November 15, 2016 ("Agreement") pursuant to which University employed Coach as head football coach;

WHEREAS, the parties desire to amend the Agreement in consideration for the Head Coach's continued employment at the University;

and

WHEREAS, the parties desire to amend the Agreement to be consistent therewith.

NOW THEREFORE, in consideration of the terms and conditions set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Compensation**. Section 4(e) of the Agreement is hereby deleted and the following is substituted in its place and stead:

> Use of private stadium box/area (pending availability). In addition, Head Coach shall be entitled to official team transportation, lodging, and meals for up to five (5) people for away football games.

2. **Capitalized Terms**. All capitalized terms used herein but not defined herein shall have the meaning ascribed thereto in the Agreement.

3. **Ratification**. Except as modified hereby, all of the terms, covenants, and conditions of the Agreement shall remain in full force and effect, are hereby ratified and affirmed, and are acknowledged to apply to this First Amendment.

4. **First Amendment Controls**. In the event of a conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control.

IN WITNESS WHEREOF the parties have executed this First Amendment as of the day and year first written above.

THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES:

By:_____
Mark B. Rosenberg, President

Approved for the University as to form and legality:

By:_____
Carlos B. Castillo, Esq., General Counsel

HEAD COACH:

8-30-17

_____
Paul Hilton Davis Jr.

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (the "First Amendment") is made and entered into as of this 15th day of December, 2017 (the "Effective Date") by and between The Florida International University Board of Trustees ("University") and Paul Hilton Davis Jr. ("Head Coach").

WITNESSETH:

WHEREAS, the parties entered into that certain Employment Agreement dated November 15, 2016 ("Agreement"), pursuant to which University employed Coach as head football coach,

WHEREAS, thereafter, the parties entered into that certain First Amendment to Employment Agreement dated August 28, 2017, pursuant to which the parties amended Section 4(e) of the Agreement;

WHEREAS, the parties desire to amend the Agreement in consideration for the Head Coach's continued employment at the University;

and

WHEREAS, the parties desire to amend the Agreement to be consistent therewith.

NOW THEREFORE, in consideration of the terms and conditions set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Compensation**. Section 4(d) of the Agreement is hereby deleted and the following is substituted in its place and stead:

(d) Up to twenty (20) complimentary tickets for Home Football Games and up to forty (40) complimentary tickets for any FIU Football Bowl Game.

2. **Capitalized Terms**. All capitalized terms used herein but not defined herein shall have the meaning ascribed thereto in the Agreement.

3. **Ratification**. Except as modified hereby, all of the terms, covenants, and conditions of the Agreement shall remain in full force and effect, are hereby ratified and affirmed, and are acknowledged to apply to this Second Amendment.

4. **Second Amendment Controls**. In the event of a conflict between the terms of

this Second Amendment and the Agreement, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF the parties have executed this Second Amendment as of the day and year first written above.

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES:

By:_____
Mark B. Rosenberg, President

Approved for the University as to form and legality:

By:_____
Carlos B. Castillo, Esq., General Counsel
12/15/17

HEAD COACH:

_____
Paul Hilton Davis Jr.