

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

ATLANTIC COAST CONFERENCE,

Plaintiff,

v.

BOARD OF TRUSTEES OF FLORIDA
STATE UNIVERSITY.

Defendants.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

23-CVS-

**COMPLAINT FOR DECLARATORY
JUDGMENT**

NOW COMES the Plaintiff in the above-captioned matter, the ATLANTIC COAST CONFERENCE (“the ACC” or “the Conference”), pursuant to N.C. Gen. Stat. § 1-253 et seq. and, complaining of Defendant Board of Trustees of Florida State University (“Florida State”), states that:

Summary of Claims

At its core, this case involves the legal promises of Florida State and its obligations to the Conference to which it has belonged and from which it has profited from for more than 30 years. In 2013 and 2016, Florida State, along with the other Members of the ACC, agreed to and executed a “Grant of Rights” through which it transferred the exclusive media rights to all its “home” games contests to the Conference (the “Media Rights”). Florida State and the other Members of the ACC made these grants so that the Conference could negotiate a long-term contract and agreements with ESPN. By aggregating these collective Media Rights in the Conference, the Members were able to realize more value from those Media Rights than if they had each attempted to market them separately. These aggregated Media Rights, in turn, led to the negotiations of agreements and contracts that provided a predictable source of income to the Members and ultimately resulted in

the creation of the ACC Network. By the end of the contracts and agreements with ESPN, the Conference will have received and distributed to its Members [REDACTED]

[REDACTED] Under these agreements, Florida State has received more than [REDACTED] to date, and will receive [REDACTED] more through 2036.

In signing the Grant of Rights, Florida State explicitly agreed that it would not “take any action, or permit any action to be taken by others subject to its control . . . that would affect the validity and enforcement” of the Grant of Rights. Florida State further promised that its Grant was “irrevocable” and “exclusive” through its term. Moreover, Florida State, the Conference, and the other Member Institutions, guaranteed in [REDACTED]

[REDACTED]

[REDACTED]

Florida State now intends to breach its contractual obligations not to challenge the validity or enforceability of the Grant of Rights, to breach its promise that its Grant was “irrevocable” and “exclusive,” to intentionally violate the warranties of the ESPN agreements, and to challenge the Grant of Rights under which it has accepted hundreds of millions of dollars over the last decade. Despite its commitment for nearly a decade, and in multiple agreements, that it “irrevocably and exclusively” granted its Media Rights to the Conference, Florida State now intends to take the position that its grant was neither irrevocable nor exclusive.

Consequently, the ACC seeks a declaration that the Grant of Rights signed by Florida State in 2013 and 2016 is valid and enforceable and that Florida State is equitably estopped from challenging the validity or enforceability of the Grant of Rights validity or has waived the right to do so, by knowingly executing the Grant of Rights and then accepting hundreds millions of dollars in benefits under the Grant of Rights for more than a decade.

I. Parties, Jurisdiction, and Venue

A. The Parties

The Atlantic Coast Conference

1. The ACC is an unincorporated nonprofit association under North Carolina law. The ACC currently has 15 Member Institutions: Boston College, Clemson University, Duke University, Florida State University, Georgia Institute of Technology, University of Louisville, University of Miami, University of North Carolina at Chapel Hill, North Carolina State University, University of Notre Dame (except for Football), University of Pittsburgh, Syracuse University, University of Virginia, Virginia Polytechnic Institute & State University, and Wake Forest University.¹ The ACC's Board of Directors has 15 voting members, including the President of Florida State University. Its headquarters and principal place of business is in Charlotte, Mecklenburg County, North Carolina. Since its inception over 70 years ago, the ACC's principal place of business and headquarters have been located in North Carolina.

2. As an unincorporated nonprofit association under North Carolina law, the ACC has the ability to sue in its own name and enter into contracts. N.C. Gen. Stat. § 59B-8. As an unincorporated nonprofit association, the ACC is a legal entity "separate from its members for the purpose of determining and enforcing rights, duties, and liabilities." N.C. Gen. Stat. § 59B-7(a). Consequently, the Conference may, acting on its own behalf, enforce its contractual obligations with one or more of its Member Institutions. N.C. Gen. Stat. § 59B-7(e).

¹ The ACC refers to its members as "Member Institutions," while its agreements with ESPN refer to the members as "Conference Institutions." "Member," "Member Institution," and "Conference Institution" will be used interchangeably in this Complaint.

3. The Conference is a party to the written contracts that form the subject-matter of this Complaint and is therefore entitled to seek a declaration of its rights and other legal relations under these written contracts within the meaning of N.C. Gen. Stat. § 1-254.

Florida State University Board of Trustees

4. The Florida State University Board of Trustees is governed by the laws of the State of Florida. The Board of Trustees oversees and manages the operations and affairs of Florida State University. According to its Mission Statement, Florida State University is an institution of higher education which aims to “preserve, expand, and disseminate knowledge in the sciences, technology, arts, humanities, and professions, while embracing a philosophy of learning strongly rooted in the traditions of the liberal arts and critical thinking.”

5. Florida State is an ACC Member Institution. The Board of Trustees ratified and approved of Florida State as a Member Institution of the ACC.

6. In accordance with the laws of the State of Florida, the Board of Trustees has the authority “to contract and be contracted with, to sue and be sued, to plead and be impleaded **in all courts of law or equity.**” Fla. Stat. § 1001.72(1) (emphasis added). Accordingly, Florida State waives its sovereign immunity when it enters into express contracts and consents to suits in all courts and therefore sovereign immunity does not protect Florida State from suit in North Carolina on North Carolina contracts that to which Florida State is a party.

B. Personal Jurisdiction

7. In matters involving the ACC, Florida State is subject to the jurisdiction of the State of North Carolina as a result of its continuous and systematic membership and governance activities within the ACC. Consequently, this Court may exercise personal jurisdiction over Florida State pursuant to N.C. Gen. Stat. § 1-75.4(1)(d), (4), and (5).

8. Since 1991, Florida State has been an ACC Member Institution. Throughout this time, Florida State has regularly attended ACC meetings held in the State of North Carolina.

9. Due to the fact that the ACC is a North Carolina unincorporated non-profit association, each of its Member Institutions is responsible for managing and overseeing its operations. Florida State has played an active role in the administration of ACC affairs. The President of Florida State is a Member of the Board of Directors, while Florida State's Athletic Director, like the Athletic Directors of all Member Institutions, attends Athletic Director meetings and serves on the Football and Basketball Committees. Each of Florida State's Head Coaches serves on the committee for his or her respective sport. Currently, Florida State officers or representatives serve on at least 11 committees governing and advancing the mission of the ACC. In the past decade, Florida State officers and employees have served on the following notable committees and in the following positions:

- a. Florida State's current President served on the Finance Committee (2022-2023), and its previous president served as chair of the Council of Presidents (2018-2019) and as a member of the Executive Committee (2018-2019);
- b. A Florida State faculty member served on the Executive Committee (2013-2017), as the president of the ACC (2015-2016), and its current President is currently on the Finance Committee (and participated as recently as December 12, 2023);
- c. The Florida State Athletic Director served on the Television or Media Committees from 2013 to 2023; and,
- d. A member of the Athletic Department served on the Finance Committee (2012-2013 and 2016-2020), as well as the Constitution and Bylaws Committee (2012-2014 and 2016-2018).

10. The Conference generally holds two meetings of the Board of Directors per month, with three of these meetings held in person annually, often in North Carolina. Three of the four most recent in-person Board of Directors meetings were held in North Carolina: Durham, North

Carolina (September 2022), and Charlotte, North Carolina (February 2023 and May 2023); Florida State's President attended either via Zoom or in person.

11. The ACC's Board of Directors is responsible for selecting the ACC's headquarters. In 2022, the Board, including Florida State's President, voted unanimously to relocate the ACC's headquarters and principal place of business from Greensboro to Charlotte, North Carolina. In doing so, the ACC, through its Board of Directors, accepted a financial incentive of \$15 Million created by the State of North Carolina, paid for by North Carolina taxpayers, and made available to an athletic conference that established or maintained its headquarters in North Carolina and held at least four men's and four women's basketball tournaments in North Carolina over the next ten years, and twenty other Championship events in North Carolina over the next twenty years. Session Law 2022-74, HB 103, Section 11.8(a). Thus, Florida State voted to accept benefits from North Carolina taxpayers through its role as a Member Institution of the Conference.

12. The contracts that Florida State is contesting, the Grant of Rights and amended Grant of Rights, are North Carolina contracts. Florida State executed the Grant of Rights and transmitted its signature pages to the ACC in North Carolina. As set forth in this Complaint and its exhibits, the Commissioner of the ACC did not execute the Grant of Rights or amended Grant of Rights until after each of the Member Institutions had signed. This final execution in North Carolina was the last act necessary for the formation of this contract and means that the Grant of Rights and amended Grant of Rights is a North Carolina contract governed by North Carolina law.

13. Between 2014 and 2016, the ACC entered into multiple agreements with ESPN² for the Media Rights ceded by the Grant of Rights. These agreements were not possible without the Media Rights ceded by the Grant of Rights.

² "ESPN" refers to ESPN, Inc. and ESPN Enterprises, Inc.

14. These agreements included an Amended Multimedia Agreement in 2014 (which was superseded by a Restated and Amended Multimedia Agreement in 2016), and an agreement establishing the ACC Network as a joint venture. Under these agreements, ESPN has paid and continues to pay the Conference a [REDACTED]. The Conference then allocates these [REDACTED] to its Member Institutions, including Florida State. Since signing the Grant of Rights agreement, Florida State has accepted more than [REDACTED] in distributions under these agreements.

15. Four ACC Member Institutions are located in North Carolina, and Florida State frequently travels to North Carolina to compete in ACC-sponsored and administered athletic events and athletic competitions against these four North Carolina Member Institutions. Additionally, many of the ACC's championships are conducted, held, and administered in North Carolina. For reference, the ACC Football Championship Game has been held in Charlotte 13 times since its inception in 2005, and Florida State has competed in this Championship five times, the last time occurring on December 2, 2023. Since 1991, the ACC's Men's and Women's Basketball Tournaments, in which Florida State regularly competes, have been held 25 times in North Carolina, including most recently in March 2023.

16. To the extent relevant, the Conference adopts by reference and incorporates the remaining paragraphs and attached Exhibits of this Complaint as evidence of Florida State's consistent and systematic contacts with North Carolina.

C. Subject-Matter Jurisdiction

17. This Court has subject matter jurisdiction under N.C. Gen. Stat. §§ 7A-240 and 1-253 et seq.

18. This Court is authorized to declare the ACC's rights and legal obligations and interpret the terms of the various contracts that are the subject of this Complaint. The Court further has the authority to issue such a declaration before there has been a breach of these contracts.

19. Under the laws of the State of Florida, Florida State has waived sovereign immunity and consented to be sued when entering into contracts: the Florida State Board of Trustees has the authority "to contract and be contracted with, to sue and be sued, to plead and be impleaded **in all courts of law or equity.**" Fla. Stat. § 1001.72(1) (emphasis added).

20. Florida State further consented to be sued in the State of North Carolina through its membership and leadership in the ACC, an unincorporated nonprofit association under North Carolina law, and under the plain language of Fla. Stat. § 1001.72(1), which permits Florida State to be sued in "all courts" regardless of the location of such courts.

21. Under the Uniform Unincorporated Nonprofit Association Act, N.C. Gen. Stat. § 59B-1, et seq., each Member Institution of the Conference is responsible for oversight and administration of the Conference. N.C. Gen. Stat. § 59B-7(e) further provides that each Member Institution has standing to assert a claim by the Conference in its own name. Under these statutory provisions, and as specifically noted in the Official Comment to N.C. Gen. Stat. § 59B-8, each member of an unincorporated nonprofit association has the right to "sue and be sued." Consequently, as provided by these statutory provisions, because any Member Institution has standing to bring a claim involving the Conference, each Member Institution also consents to sue and be sued in North Carolina. *See Farmer v. Troy University*, 382 N.C. 366, 370–71 (2022) *petition for certiorari denied* (No. 22-787 May 30, 2023) (state university consented to sue and be sued by registering as a nonprofit corporation where the North Carolina Act provided that nonprofit corporations could sue and be sued).

D. Venue

22. As of August 1, 2023, the ACC's headquarters and principal place of business are located in Charlotte, North Carolina. According to N.C. Gen. Stat. § 59B-13, for purposes of venue, the ACC is a resident of Mecklenburg County, North Carolina.

23. This matter involves a dispute over whether the Grant of Rights and amended Grant of Rights entered into by Florida State and the Conference in 2013 and amended in 2016 is a valid contract which granted Florida State's Media Rights to the ACC. Media rights are a form of intellectual property. N.C. Gen. Stat. § 7A-45.4(a)(5).

24. This matter further involves a dispute that will necessitate reference to and interpretation of the law governing corporations (including unincorporated nonprofit associations) under N.C. Gen. Stat. § 7A-45.4(a)(1).

25. The amount in dispute that is the subject of this request for declaratory exceeds \$5,000,000, as the total Media Rights subject to the ESPN contracts and agreements that Florida State breached amount to [REDACTED].

II. Factual Background

A. The Formation, Purpose, and Structure of the ACC

26. The ACC is the country's most successful collegiate academic and athletic conference.

27. The ACC has led the Football Bowl Subdivision conferences in the best average rank in the *U.S. News and World Report* rankings for the past 17 years.³ It has a graduation success

³ In the most recent survey, 6 of the soon-to-be 18 Members of the Conference were ranked among the top 25 Universities in the country. No other FBS Conference had more than 3 universities in the top 25.

rate of 96% for all of its sports, and 147 of the teams in the ACC had a 100% graduation success rate. Seven of its 15 present Members have graduation rates of more than 91% for Football.

28. In the past two years and across all sports, ACC athletic teams have won 20 NCAA championships (including 14 championships in 2023), more than any other conference. The Conference has placed the second highest number of teams in the College Football Playoff and won the second most national championships in football over the past decade. In Men's Basketball, ACC teams appear in the Final Four on a consistent basis, and its programs have won more national championships than any other Conference over the past 30 years. In 2023, 24 ACC teams advanced to the finals or semi-finals of NCAA championships, and both the Men's Lacrosse and Women's Tennis Championships featured all-ACC finals. Eighteen ACC teams finished 2023 ranked No.1 or No. 2 in the final polls, the most of any other conference. The ACC sponsors 15 women's sports, the highest number among major conferences, and 28 sports overall.

29. There are approximately 10,000 student-athletes participating in ACC-sponsored sports.⁴ More than 100 current or former ACC athletes from 15 sports are currently training on U.S. National Teams in an effort to qualify for the 2024 Olympics. At the 2023 FINA World Championships, 11 different ACC swimmers participated. Twenty-nine current and former ACC athletes represented nine countries at the 2023 Women's World Cup, five of whom played for the United States.

30. The ACC was founded on May 8, 1953, at the Sedgefield Inn near Greensboro, North Carolina. It consisted of seven Member Institutions: Clemson University, Duke University,

⁴ Beginning August 2, 2024, and with the addition of Stanford University, the University of California Berkley, and Southern Methodist University, the ACC will have more than 12,000 student athletes.

the University of Maryland, the University of North Carolina, North Carolina State University, the University of South Carolina, and Wake Forest University.

31. On June 14, 1953, the charter members adopted the first set of bylaws and a constitution. The current ACC Constitution is attached as **Exhibit 1** to this Complaint.

32. On December 4, 1953, the University of Virginia became the eighth Member Institution of the ACC. On May 28, 1954, the ACC elected its first commissioner and on July 1, 1954, the Office of Commissioner was established in Greensboro, North Carolina.

33. The ACC operated with eight Member Institutions until June 30, 1971, when the University of South Carolina withdrew.

34. Subsequently, the ACC expanded, adding the Georgia Institute of Technology in 1978, Florida State University in 1991, the University of Miami and Virginia Polytechnic Institute and State University in 2004, Boston College in 2005, the University of Notre Dame (except for Football), the University of Pittsburgh, and Syracuse University in 2013, and the University of Louisville in 2014.

35. Since August 1, 2023, the ACC's headquarters and principal place of business have been located in Charlotte, North Carolina.

36. The General Purpose for the ACC is set forth in its Constitution:

It is the purpose and function of this Conference to enrich and balance the athletic and educational experiences of student-athletes at its member institutions to enhance athletic and academic integrity among its member, to provide leadership, and to do this in a spirit of fairness to all.

ACC Constitution § 1.2.1 (**Exhibit 1** at p. 10).

37. One of the ACC's governing principles is the concept of "Institutional Control." Through its governing body, each Member Institution must conduct its athletic programs in

accordance with ACC and NCAA rules and regulations. ACC Constitution § 1.3 (**Exhibit 1** at p. 10). Therefore, each Member Institution is subject to the ACC's rules and regulations.

38. The ACC is governed by a Board of Directors comprised of the Presidents or Chancellors of each Member Institution. A Chair and Vice-Chair are elected for two-year terms from among the Board of Directors' members. The Conference also has non-Board officers, including the Commissioner (who serves as President), a Secretary, a Treasurer, and such additional officers as the Board of Directors may designate from time to time. ACC Constitution §§ 1.51, 1.5.2 (**Exhibit 1** at pp. 12-15).

39. The ACC Constitution addresses the withdrawal or resignation of Member Institutions. ACC Constitution § 1.4.5 (**Exhibit 1** at p. 12). Withdrawal or resignation is permitted with notice by August 15th for an effective withdrawal date of June 30th of the following year. Upon receiving notice of withdrawal, the Member Institution is immediately removed from the Board of Directors and all committees. In addition, the withdrawing Member Institution must make a payment equal to three times the total operating budget of the Conference as of the date of the official withdrawal notice. The withdrawal payment may be deducted from distributions received by the withdrawing institution, but any remainder is due in full within 30 days of the withdrawal's effective date.

B. The ACC's 2010 Multi-Media Agreement with ESPN and the 2012 Amendment to the 2010 Multi-Media Agreement

40. On July 8, 2010, the ACC entered into its first Multi-Media Agreement with ESPN ("2010 Multi-Media Agreement") with the unanimous approval of its Member Institutions (including Florida State). Under the 2010 Multi-Media Agreement, the ACC granted ESPN the exclusive distribution rights to home or Conference-controlled Football Games, Men's Basketball Games, Women's Basketball Games, and Olympic Sports.

41. In exchange, ESPN agreed to pay the Conference a [REDACTED] beginning in [REDACTED], which would [REDACTED] the 2010 Multi-Media Agreement.

42. In 2012, through an Amendment and Extension Agreement, the ACC and ESPN agreed to extend the term of the 2010 Multi-Media Agreement until 2027, increasing the [REDACTED] to be paid such that, by the end of the term, ESPN would pay the ACC (for distribution to its Member Institutions) [REDACTED] annually.

43. Florida State's President was authorized to vote for and approve the 2010 Multi-Media Agreement on behalf of Florida State.

44. Florida State authorized, ratified, and otherwise approved the 2010 Multi-Media Agreement and Amendment.

C. The 2013 Grant of Rights

45. In 2012, the University of Maryland announced its withdrawal from the ACC. In the same year, the ACC elected to add the University of Notre Dame (except for Football), the University of Pittsburgh, Syracuse University, and the University of Louisville as Member Institutions. Concurrently with these membership modifications, the ACC and ESPN began negotiations to amend the 2010 Multi-Media Agreement.

46. During this time period, other collegiate athletic conferences began to experience significant instability and realignment, which continues to this day. At this time, the SEC added the University of Missouri and Texas A&M University (from the Big 12 Conference), while the Big Ten Conference added the University of Maryland (from the ACC), Rutgers University (from the Big East Conference) and the University of Nebraska (from the Big 12 Conference). The PAC-12 Conference and the Big 12 Conference were undergoing a similar realignment.

47. The instability and realignments in other college athletic conferences necessitated that, in order to secure a long-term media rights agreement and thus ensure the payment of predictable sums over time, the media rights granted had to be stable and constant over the same period of time. This stability provides ESPN with certainty regarding the games (and their participants) it is permitted to broadcast, and it provides each of the Conference's Member Institutions with certainty regarding the annual revenue that it can anticipate throughout the term of the agreement.

48. To facilitate this stability and certainty, each Member Institution, including Florida State, that remained in or intended to join the ACC, including Florida State, entered into a written Grant of Rights agreement. Florida State did so on April 19, 2013. This Grant of Rights agreement is attached as **Exhibit 2** to this Complaint.

49. The Grant of Rights agreement is a written contract between the Member Institutions and the Conference in which each Member Institutions each granted the Conference its Media Rights⁵ and, in exchange, on behalf of the collective Member Institutions, the Conference negotiated revisions to the 2010 Multi-Media Agreement to increase the [REDACTED] paid. The Conference then distributed the funds to the Member Institutions.

50. The Grant of Rights was intended to provide the necessary commitments for long-term agreements with ESPN by stipulating that the collection of Media Rights ceded to ESPN would remain unchanged if a Member Institution left the Conference. This thus bound the Member Institutions to one another, to the Conference, and ultimately to ESPN in a partnership.

⁵ These rights are for "home" games. A "home" game is any game which is either played at a Member's home location or in which the Member is designated as the "home" team.

51. By aggregating the Media Rights from each Member Institution, the Conference was able to increase the value of those rights for all Member Institutions over a situation in which each Member, individually, was forced to negotiate and enter into agreements to broadcast those rights.

52. As set forth in the Grant of Rights agreement, in order to negotiate for increased payments for the media rights to be granted to ESPN in any revision of the 2010 Multi-Media Agreement, “each of the Member Institutions [including Florida State] is required to, and desires to, irrevocably grant to the Conference, and the Conference desires to accept from each of the Member Institutions, those rights granted herein.” **Exhibit 2** at p. 1.

53. The Grant of Rights further stipulated that it was irrevocable and exclusive for the duration of the ESPN agreement, regardless of whether a Member Institution withdrew from the Conference:

Grant of Rights. Each of the Member Institutions hereby (a) irrevocably and exclusively grants to the Conference during the Term . . . all rights (the “Rights”) necessary for the Conference to perform the contractual obligations of the Conference expressly set forth in the ESPN Agreement, *regardless of whether such Member Institution remains a member of the Conference during the entirety of the Term*

Exhibit 2 at p. 2 ¶ 1 (emphasis added). This was repeated in ¶ 6:

Acknowledgements, Representations, Warranties, and Covenants. Each of the Member Institutions acknowledges that the grant of Rights during the entire Term is irrevocable and effective until the end of the Term *regardless of whether the Member Institution withdraws from the Conference during the Term or otherwise ceases to participate as a member of the Conference* in accordance with the Conference’s Constitution and Bylaws.

Exhibit 2 at p. 3 ¶ 6 (emphasis added).

54. The rights granted under the Grant of Rights by each Member Institution of the ACC included “the right to produce and distribute all events of such Member Institution that are subject to the ESPN Agreement,” with each Member Institution acknowledging that the Conference “owns or will own the copyrights” associated with the rights granted to the Conference. **Exhibit 2** at p. 2 ¶¶ 1, 2.

55. The Grant of Rights further provided that each Member Institution “covenants and agrees that . . . it will not take any action, or permit any action to be taken by others subject to its control, . . . or fail to take any action, that would affect the validity and enforcement of the Rights granted to the Conference under this Agreement.” **Exhibit 2** at p.3 ¶ 6.

56. In short, each Member Institution agreed (1) to grant its athletic Media Rights to the Conference, (2) to make this grant irrevocable for the duration of the term of Grant of Rights, and (3) not to take any action that would affect the validity of the Grant of Rights or contest its validity.

57. Florida State agreed to and executed the Grant of Rights on April 19, 2013.

58. Florida State’s President was authorized to agree to and execute the Grant of Rights on April 19, 2013 on behalf of Florida State.

59. The Grant of Rights contains a specific acknowledgement and warranty that the President of Florida State was authorized to agree to and execute the Grant of Rights:

[E]ach Member Institution represents and warrants to the Conference (a) that such Member Institution either alone, or in concert with an affiliated entity . . . has the right, power and capacity to execute, deliver and perform this Agreement . . . (b) that execution, delivery and performance of this Agreement . . . have been duly and validly authorized by all necessary action on the part of such Member Institution.

Exhibit 2 at p.3 ¶ 6.

60. On April 22, 2013, following the execution of the Grant of Rights by all Member Institutions, the ACC accepted and executed the Grant of Rights in Greensboro, North Carolina, with the signature of its Commissioner.

D. The 2014 Second Amendment to the Multi-Media Agreement

61. Relying on the irrevocable and exclusive Grant of Rights, the Conference negotiated the Second Amendment to the 2010 Multi-Media Agreement, which went into effect on June 24, 2014. In addition to incorporating the changes in the ACC's membership, this amendment also increased the Rights Fee. By the end of the term, 2026-2027, the total fees paid to the Conference under this agreement would have been in the hundreds of millions of dollars.

62. The increase in the fees paid to the Conference, which were then distributed by the Conference to the Member Institutions (including Florida State), is good and valuable consideration in support of the Grant of Rights.

63. The Second Amendment to the 2010 Multi-Media Agreement contained a specific representation and warranty from the Conference to ESPN, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Attached as **Exhibit 3** to this Complaint is the relevant portion of the Second Amendment to the Multi-Media Agreement [REDACTED]

[REDACTED]

64. Following the ACC's acceptance of Florida State's Grant of Rights in 2013 and the implementation of the Second Amendment to the 2010 Multi-Media Agreement in 2014, Florida State received its pro rata share of the Rights Fee payments from ESPN, totaling ██████████ dollars. At no point did Florida State reject the distributions it received or contest the legality of the Grant of Rights which it executed, and which made the Second Amendment to the 2010 Multi-Media Agreement possible.

65. Indeed, at this time, one member of the Board of Trustees of Florida State commented, "I was in concert with President Barron that this was the best thing that could happen. . . . It ensures that we don't lose any members. Nobody can afford to leave now."⁶

66. Another member of the Board of Trustees of Florida State commented,

What is on the minds of a lot of people is, is the ACC the conference that gives us the best opportunity to compete over the long term? . . . At the end of the day, I think the ACC negotiated a good deal with ESPN and levels the playing field with the rest of the conferences.⁷

Florida State's President also commented,

The added resources coming to the ACC schools will have a significant impact on the success of our athletic programs. . . . We are also very pleased that we will be moving forward on the next phase of developing an ACC network. The vote of the ACC presidents will ensure that the conferences will strengthen its position of leadership among Division I Athletics.⁸

67. In addition to entering into the Grant of Rights, the ACC's Member Institutions voted unanimously to amend the ACC's Bylaws to confirm that, pursuant to the Grant of Rights, the Member Institutions granted the ACC the right to market the Member Institutions media and

⁶ "Anatomy of One School's Role in ACC Media Rights Deal," *USA Today*, April 25, 2013.

⁷ *Id.*

⁸ "ACC Schools Agree to Grant TV Rights to League," *The AP News*, April 22, 2013.

related rights. **Exhibit 4**, ACC Bylaws § 2.10.1

E. The 2016 Agreements

68. In 2016, the ACC sought to generate additional revenue through its partnership with ESPN on behalf of its Member Institutions. Due to the fact that the Conference had already granted ESPN its media rights, the Conference sought a partnership with ESPN to establish the ACC Network, broadcast more ACC events, and share in the revenues from this new network.

69. ESPN agreed to extend and increase the [REDACTED] until the establishment and launch of the ACC Network, which ultimately took place in 2019. On July 21, 2016, the parties executed an Amended and Restated ACC-ESPN Multi-Media Agreement (“Media Rights Agreement”) and an ACC-ESPN Network Agreement (“ACC Network Agreement”). Throughout the duration of these two agreements, the ACC will receive [REDACTED] to distribute to its Members.

70. Similar to the Second Amendment to the 2010 Multi-Media Agreement, the Media Rights Agreement contained a warranty by the Conference [REDACTED]

[REDACTED]

WARRANTIES

20.1 By Conference [REDACTED]

[REDACTED]

71. The Conference further warranted that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] A copy of the Media Rights Agreement warranties provision is attached to this Complaint as **Exhibit 5**.

72. The ACC Network Agreement included a similar warranty:

WARRANTIES

12.1 By Conference. [REDACTED]

[REDACTED]

73. In addition, under the ACC Network Agreement, the Conference warranted that

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] A copy of the ACC Network Agreement warranties provision is attached to this Complaint as **Exhibit 6**.

74. In preparation for entry into these new agreements, on July 18, 2016, each Member Institution executed an “Amendment to Atlantic Coast Conference Grant of Rights Agreement.” (“Amended Grant of Rights”). A copy of the Amended Grant of Rights is attached to this Complaint as **Exhibit 7**.

75. As a condition for the entering into the Media Rights Agreement and the agreement establishing the ACC Network, the Amended Grant of Rights states, “ESPN has informed the Conference that it will enter into the Prospective Agreements only if each of the Member Institutions agrees to amend the Original Grant Agreement to extend the term thereof.” **Exhibit 7** at p. 1.

76. The Amended Grant of Rights stipulates that the terms and conditions of the Grant of Rights “remain in full force and effect” unless “specifically modified by this Amendment.”

77. The Amended Grant of Rights did not modify the Grant of Rights provisions in which each Member Institution irrevocably assigned its Media Rights to the Conference, regardless of whether it remained a Member of the Conference, and each Member Institution agreed not to take any action that would affect the validity of the Grant of Rights.

78. The Amended Grant of Rights did alter the “Term” of the Grant of Rights, changing that Term from June 30, 2027 to June 30, 2036.

79. On June 28, 2016, Florida State accepted and executed the Amended Grant of Rights, extending the term of the Grant of Rights until June 30, 2036.

80. Florida State’s President was authorized to enter into and accept the Amended Grant of Rights on behalf of Florida State.

81. After each Member Institution agreed to and executed the Amended Grant of Rights, the ACC accepted the amendment on July 18, 2016, in Greensboro, North Carolina, through the signature of its Commissioner.

82. Subsequently, each Member Institution, including Florida State, ratified the Media Rights Agreement and the ACC Network Agreement.

83. Florida State's President was authorized to ratify and otherwise enter into and approve the Media Rights Agreement and the ACC Network Agreement on behalf of Florida State.

84. The terms and conditions of the Media Rights Agreement and the ACC Network Agreement are confidential and constitute a trade secret. Both agreements stipulate that their terms and conditions cannot be disclosed to the public and impose a confidentiality obligation on the Conference. Media Rights Agreement ¶ 25.11; ACC Network Agreement ¶ 18.11. This portion of these agreements is attached to this Complaint as **Exhibits 5 and 6**.

85. These agreements are accessible to Florida State as a Member Institution.

86. The increased fees paid received by the Conference in connection with the ACC Network Agreement and the Media Rights Agreement, including [REDACTED] [REDACTED] which have been and will continue to be distributed by the Conference to its Members, is good and valuable consideration in support of the amended Grant of Rights.

F. Under the Grant of Rights, Amended Grant of Rights, and ESPN Agreements, Florida State Athletics Experiences Unprecedented Success

87. Since the execution of the Amended Grant of Rights, the entry into the Media Rights Agreement, the establishment of the ACC Network, and the payment of a Grant of Rights Fee by ESPN, Florida State has received more than [REDACTED] and the ACC as a whole has received more than [REDACTED]

88. Florida State's distributions from the ACC more than doubled over the 9 year period between its agreement to enter into the Grant of Rights and June 30, 2023. Over the past year, Florida State's distributions increased by nearly 20% over the prior year.

89. Since the 2013 execution of the Grant of Rights, and as a direct result of the stability provided by the ESPN agreements under the Grant of Rights and Amended Grant of Rights, Florida State has prospered both financially and on the field. Florida State currently has twenty athletic

teams with 530 student-athletes. Since 2013, Florida State (1) won a national championship in Football, (2) won four national championships in Women’s Soccer, (3) won a national championship in Softball, (4) participated in the College Football Playoff, (5) made three “Sweet Sixteens” and one “Elite Eight” appearances in Men’s Basketball, (6) made three “Sweet Sixteens” and two “Elite Eight” appearances in Women’s Basketball, (7) finished as the national runner-up in Softball, (8) finished as the national runner-up two times and made the national quarterfinals six other times in Women’s Soccer, (9) made two College World Series appearances in baseball, and (10) made three “Sweet Sixteen” appearances in Women’s Volleyball. According to information and belief, Florida State’s athletic department ranked 15th in the nation among public universities in total revenue in 2022, with \$161,141,884 in revenue. *NCAA Finances: Revenue and Expenses by School*, <https://sports.usatoday.com/ncaa/finances>

G. Florida State Seeks Unequal Revenue Distribution

90. In July 2021, both the University of Texas and the University of Oklahoma announced their plans to withdraw from the “Big 12” Conference to join the SEC beginning in 2025.⁹ The date of their noticed withdrawal coincided with the termination of the Grant of Rights agreement for the Big 12, leaving the University of Texas and the University of Oklahoma free to market those rights.

91. Neither of these schools sued the Big 12 or sought to breach their legal obligations or their grant of rights.

92. In July 2022, both the University of California at Los Angeles (“UCLA”) and the University of Southern California (“USC”) announced that their plans to withdraw from the Pac 12 Conference to join the Big Ten Conference effective August 2024. The date of their withdrawal

⁹ Each subsequently negotiated an earlier withdrawal date from the Conference.

coincided with the termination of the Pac 12's rights agreements, leaving UCLA and USC free to market those rights.

93. In August 2022, Florida State's President, "comment[ing] on where the Seminoles stand in conference realignment," said: "It's something I'm spending a lot of time on and we're getting a lot of help. . . . We're trying to do anything we can to think about how we remain competitive. Florida State is expected to win. We're going to be very aggressive."¹⁰

94. At a meeting of the Board of Trustees on February 24, 2023, Florida State's Board openly discussed withdrawing from the Conference and the cost of the withdrawal payment in order to facilitate a move to another conference in order to receive more money.

95. During that meeting, Florida State's Athletic Director expressed concern about the "revenue gap" that would develop between Florida State and members of the SEC and Big Ten. He stated: "At the end of the day for Florida State to compete nationally, something has to change moving forward."¹¹

96. In response, one member of the Board of Trustees inquired about withdrawing from the ACC, which resulted in the following reported exchange:

One trustee questioned whether or not a buyout to leave the ACC was "even feasible."

"That is an excellent question," Carolyn Egan, FSU's vice president for legal affairs and general counsel, responded.

According to Egan, the ACC's exit fee is three times its annual operating budget. That equals \$120 million.

¹⁰ "FSU President says Seminoles Will Be "Very Aggressive" in Conference Realignment," *NoleGameDay*, August 21, 2022 (<https://www.si.com/college/fsu/football/fsu-president-says-seminoles-will-be-very-aggressive-in-conference-realignment>).

¹¹ "FSU Fires Warning Shot to ACC: 'Something Has to Change.'" *Tampa Bay Times*, February 24, 2023.

If FSU could make up \$30 million per year, a trustee asked, does that mean the Seminoles would break even in about four years?

“Hypothetically,” Alford replied.¹²

97. As a result of this meeting, Florida State’s Athletic Director began to advocate for more money for the university through unequal sharing of revenue. “We have to do something,” he said, after previously claiming that Florida State’s “brand” entitled it to more revenue.¹³

98. At the same time, Florida State advocated for unequal payments for it as a consequence of its “brand.”

99. In response, on May 17, 2023, the Conference endorsed the concept of distributing a larger share of post-season revenues to the Members that generated those revenues, rather than equally among all members. This was the first time in the Conference’s 70-year history that it had agreed to any form of unequal revenue distribution among Members.

100. Following this change, Florida State’s Athletic Director stated: “I’m thrilled with the work and the direction that it’s going. . . . Step in the right direction. We’re not going to ever cover the entire gap, but it will allow you to be competitive.”¹⁴ He then claimed: “We’re thrilled about being in this league, and we want to stay in it.”¹⁵

101. However, shortly after its Athletic Director’s public remarks, Florida State began to demand more, advocating for an unequal share of *all Conference revenue*, not just post-season

¹² *Id.*

¹³ “FSU, Clemson, Pushing for New ACC Revenue Model,” *The Stuart News*, May 16, 2023.

¹⁴ “ACC Leadership Touts Progress in Trying to Address Financial Gap with the Big Ten and the SEC,” *The Associated Press*, May 17, 2023.

¹⁵ “After Exploring Situation, UM, FSU, Others Expected to Stay in ACC with New Revenue Deal,” *The Miami Herald*, May 17, 2023.

revenue: “If you have success, you are rewarded for it. At the same time, I believe the media value should also be changed and divided differently, and right now, that’s not being looked at.”¹⁶

102. Despite the Conference’s willingness to explore new revenue distribution models to reward success, Florida State sought to claim the largest share of revenue, asserting that “We’re one of the best media value teams in the United States. We in many ways . . . help to carry the value of the media rights in the ACC.”

103. As a result, by August 2, 2023, the President of Florida State informed the Board of Trustees that the university would “consider very seriously leaving the ACC unless there is a radical change to the revenue distribution.”¹⁷

104. During this same meeting, another Trustee claimed that “[u]nless something drastic changes on the revenue side at the ACC, it’s not a matter of if we leave. In my opinion, it’s a matter of how and when we leave.” For Florida State “[s]ports is no longer an extracurricular activity at the university level. It’s big business. So if you want to participate in big business, you need to invest accordingly. *So we need to do whatever is necessary.*” (emphasis supplied).

105. A copy of a transcript of this Board of Trustees Meeting is attached as **Exhibit 8** to the Complaint.

106. By this time, it appears that Florida State had either already created or was in the process of creating a plan to challenge the Grant of Rights agreements.

107. The day before the Board of Trustees meeting on August 2, the Chair of the Board stated in an interview that with regard to the Grant of Rights “we have a very good handle on what are risks are under that document, what our opportunities are under that document. And that’s the

¹⁶ “AD Alford Cautiously Optimistic on ACC Plan for Revenue,” *Orlando Sentinel*, May 27, 2023.

¹⁷ Remarks of President McCullough to Board of Trustees, August 2, 2023.

least of my worries. . . . We have gotten a lot of counsel on that document and that will not be the document that keeps us from taking action.” A copy of a transcript of this interview is attached as **Exhibit 9** to the Complaint.

108. In short, by at least early August 2023, Florida State had determined that it would not be bound by its promises and obligations in the Grant of Rights or Amended Grant of Rights, or the promises and obligations in any agreement based on the Grant of Rights or Amended Grant of Rights, including the ESPN agreements.

109. In preparation for the actions set forth in this Complaint, Florida State, through counsel, reviewed the Media Rights Agreement and the ACC Network Agreement at the ACC’s Headquarters in North Carolina on October 7, 2022, January 4, 2023, July 22, 2023, and August 2, 2023.

110. On December 21, 2023, the Florida State Board of Trustees notified the public of a Board meeting that would occur on December 22, 2023.

111. Under Florida State University Policy 1-1 “BOT Operating Procedures,” the Board is required to provide the public with one (1) week notice of Board meetings. Policy 1-1, § 202 (b).

112. However, the Policy also provides that a notice of an “emergency meeting” need only be posted “as early as practicable prior to the meeting.” Policy 1-1, § 202(b).

113. Policy 1-1 further provides that “[m]eetings of the Board may be held for the purpose of acting on emergency matters affecting the university.” Policy 1-1, § 201(e).

114. Upon information and belief, the “emergency” Board meeting presently scheduled for 10:00 am on December 22, 2023 is for the purpose of initiating litigation against the Conference and challenging the validity and enforceability of the Grant of Rights and amended Grant of Rights.

115. These statements and Florida State’s actions reveal that a real, live, actionable, and justiceable dispute between the Conference and Florida State exists over the validity of the Grant of Rights and amended Grant of Rights. This Court has subject-matter jurisdiction over this dispute.

III. Claims for Relief

First Claim for Relief: Request for Declaratory Judgment that the Grant of Rights and amended Grant of Rights are Valid and Enforceable Contracts

116. The ACC adopts by reference and incorporates the allegations of paragraphs 1 through 115 of the Complaint.

117. In the Grant of Rights and the amended Grant of Rights (together the “Grants of Rights”), Florida State agreed to grant its athletic Media Rights “irrevocably” and “exclusively” to the Conference for the term.

118. In the Grants of Rights, Florida State transferred its Media Rights to the Conference “regardless” of whether it remained a Member Institution during the term of the Grant of Rights and amended Grant of Rights.

119. In the Grants of Right and amended Grant of Rights, Florida State transferred its Media Rights to the Conference through 2036 and specifically acknowledged that the transfer was valid even if it withdrew from the Conference as a Member Institution.

120. In exchange for the Grant of Rights and amended Grant of Rights, the ACC negotiated new contracts and agreements with ESPN, contracts and agreements which significantly increased the revenues paid to the Conference and distributed to its Member Institutions, including Florida State. The increase in revenues included specific payments for the Grant of Rights held by the ACC.

121. Florida State's Media Rights, a form of intellectual property, are worth in excess of \$5 Million. Florida State has received more than [REDACTED] under the Grant of Rights since 2013.

122. The Grants of Right and amended Grant of Rights between Florida State on the one hand, and the ACC on the other, was and is supported by good and valuable consideration.

123. The ACC has not breached the Grant of Rights or amended Grant of Rights. To the contrary, at all times relevant to the Complaint, the ACC has abided by the terms of the Grant of Rights and amended Grant of Rights.

124. Florida State has indicated a specific intent to breach, ignore, or otherwise violate the terms of the Grant of Rights and amended Grant of Rights, notwithstanding the ACC's ownership of those rights through June 30, 2036.

125. Florida State's intent to challenge the Grant of Rights and amended Grant of Rights would further breach its warranties to ESPN arising out of the ESPN contracts. The ACC was an intended beneficiary of those warranties and will be damaged if Florida State challenges the validity of the Grant of Rights and amended Grant of Rights.

126. Under the ESPN contracts, the Conference is obligated to take all commercially reasonable actions to defend the Grant of Rights and amended Grant of Rights and the rights granted to ESPN under those contracts.

127. The Conference is entitled to a declaration by this Court that the Grants of Right and amended Grant of Rights are valid and binding contracts, supported by good and adequate consideration, and that the Conference is and will remain the owner of the rights transferred by Florida State under the Grants of Rights through June 30, 2036.

Second Claim for Relief: Florida State is Estopped by Its Acceptance of Benefits (Quasi-Estoppel) or Has Waived by Its Conduct Any Challenge to the Grant of Rights and Amended Grant of Rights

128. The ACC adopts by reference and incorporates the allegations set forth in paragraphs 1 through 127 of the Complaint.

129. The purpose of the Grant of Rights and Amended Grant of Rights was to permit the ACC to negotiate various agreements with ESPN and provide ESPN the Media Rights for its Member Institutions, including Florida State, in exchange for Rights Fees and other good and valuable consideration.

130. Since 2013, Florida State has received more than [REDACTED] in distributions from revenue generated by the Grant of Rights and Amended Grant of Rights, [REDACTED] [REDACTED] as a result of entering into the Grant of Rights and Amended Grant of Rights and transferring its Media Rights exclusively and irrevocably to the ACC for the term of these agreements.

131. Florida State had the option accepting or rejecting the benefits resulting from the Grant of Rights and amended Grant of Rights.

132. Florida State had the right not to enter into and execute the Grant of Rights or Amended Grant of Rights.

133. By accepting and retaining the benefits of the Grant of Rights and Amended Grant of Rights, Florida State ratified the validity and enforceability of the Grant of Rights and Amended Grant of Rights.

134. Florida State substantially and materially benefitted from the Grant of Rights and Amended Grant of Rights.

135. Florida State never objected to its share of the distributions generated by the Grant of Rights and Amended Grant of Rights, including payments specifically for the Grant of Rights and Amended Grant of Rights. It accepted all benefits derived from and made possible by the ACC Constitution and the Grant of Rights and Amended Grant of Rights.

136. By accepting the substantial benefits made possible by the Grants of Right and Amended Grant of Rights over a ten-year period, Florida State is equitably estopped from challenging the validity or enforceability of the Grants of Right and Amended Grant of Rights.

137. Having entered into the Grant of Rights and Amended Grant of Rights, accepted the benefits generated by the Grant of Rights and Amended Grant of Rights, and retained the benefits generated by the Grant of Rights and Amended Grant of Rights, Florida State is now estopped from contesting the validity or enforceability of the Grant of Rights and Amended Grant of Rights.

138. Florida State made a deliberate choice to transfer its media rights to the ACC for a specific term in order to negotiate different and increasingly lucrative multi-media agreements with ESPN, knowing that the transfer of these rights for a specific term would continue even if it ceased to be a Member Institution or chose to withdraw from the Conference.

139. In the Grant of Rights and Amended Grant of Rights, Florida State expressly and voluntarily relinquished its Media Rights to the ACC, with the understanding that the transfer of rights to the ACC would continue through June 30, 2036, regardless of whether it remained a Member Institution.

140. Florida State knowingly and voluntarily agreed in the Grant of Rights and Amended Grant of Rights to transfer ownership of its Media Rights to the ACC through June 30, 2036,

knowing that the transfer and ownership would continue regardless of whether it remained a Member Institution of the Conference.

141. Florida State had full knowledge, actual or constructive, of the rights it transferred to the Conference in the Grant of Rights and Amended Grant of Rights, as well as the benefits that it would receive as a result.

142. Florida State intended to transfer the rights covered by these agreements to the Conference when it executed the Grant of Rights and Amended Grant of Rights, with the expectation of receiving the benefits of different and enhanced agreements between the Conference and ESPN.

143. Florida State intended for the Grant of Rights and Amended Grant of Rights to be enforceable and valid for the purpose of receiving the benefits generated by these contracts.

144. Florida State, through its conduct in accepting the benefits under the Grant of Rights and Amended Grant of Rights for more than a decade, led the ACC to reasonably understand that Florida State did not contest the validity or enforceability of the Grant of Rights or Amended Grant of Rights.

145. By accepting the substantial benefits made possible by the Grant of Rights or Amended Grant of Rights over a ten-year period, Florida State has waived its right to contest the validity or enforceability of these contracts.

146. The ACC is entitled to a declaration that Florida State is estopped from challenging the validity or enforceability of the Grant of Rights or Amended Grant of Rights, or has waived its right to contest the validity or enforceability of the terms and conditions of these contracts as a result of its conduct, including its acceptance of benefits under these agreements, over nearly a decade.

WHEREFORE, the Plaintiff prays that this Court issue its Declaratory Judgment declaring:

1. The Grant of Rights and amended Grant of Rights is a valid and enforceable contract between Florida State and the ACC;
2. Florida State is estopped from challenging the validity of the Grant of Rights and amended Grant of Rights under the doctrine of equitable estoppel or estoppel by acceptance of benefits;
3. Florida State is barred from challenging the validity of the Grant of Rights and amended Grant of Rights and has waived its right to do so.
4. This Court order such further relief as it deems just and appropriate.

This 21st day of December 2023.

WOMBLE BOND DICKINSON (US) LLP

/s/ James P. Cooney III

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Exhibit 1



CONSTITUTION

ACC MANUAL

2023 | 2024

CONSTITUTION

1.1 NAME

The name of this association shall be the Atlantic Coast Conference, hereinafter referred to as the “Conference”.

1.2 PURPOSE

1.2.1 General Purpose.

It is the purpose and function of this Conference to enrich and balance the athletic and educational experiences of student-athletes at its member institutions (collectively, the “Members”), to enhance athletic and academic integrity among its members, to provide leadership, and to do this in a spirit of fairness to all. The Conference aims to:

- a. Enhance the academic and athletic achievement of student-athletes;
- b. Increase educational opportunities for young people;
- c. Foster quality competitive opportunities for student-athletes in a broad spectrum of amateur sports and championships;
- d. Promote amateurism in intercollegiate athletics;
- e. Coordinate and foster compliance with Conference and NCAA rules;
- f. Stimulate fair play and sportsmanship;
- g. Encourage responsible fiscal management and further fiscal stability;
- h. Provide leadership and a voice in the development of public attitudes toward intercollegiate sports;
- i. Address the future needs of athletics in a spirit of cooperation and mutual benefit of the Members; and
- j. Promote mutual trust and friendly intercollegiate athletic relations between the Members.

1.2.2 Principle of Diversity, Inclusion and Equity.

The Conference and its Members are committed to diversity, inclusion, and equity among our student-athletes, staff, coaches, administrators, and leaders. The promotion of diversity, inclusion, and equity are integral to the structure, programs, legislation, and policies of the Conference and its Members.

1.3 INSTITUTIONAL CONTROL

There shall be institutional responsibility and control of intercollegiate athletics at the Member level. Each Member is responsible for conducting its intercollegiate athletics program in compliance with rules and regulations of the NCAA and the Conference. The Member’s CEO (as defined below) is ultimately responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures.

The Member’s responsibility for the conduct of its intercollegiate athletics program includes responsibility for the actions of its staff members and for the actions of any other individual or organization engaged in activities promoting the athletics interests of the Member.

1.4 MEMBERSHIP

1.4.1 Current Membership.

The Conference is composed of the following Members:

Boston College	North Carolina State University
Clemson University	University of Notre Dame
Duke University	University of Pittsburgh
Florida State University	Syracuse University
Georgia Institute of Technology	University of Virginia
University of Louisville	Virginia Polytechnic Institute & State University
University of Miami	Wake Forest University
University of North Carolina	

1.4.2 Required Teams.

Each member shall meet NCAA Division I Football Bowl Subdivision membership requirements regarding the minimum number of teams. Further, each Member shall have a men's and women's basketball team, a football team, and either a women's soccer team or a women's volleyball team.

1.4.3 Admission of New Members.

- a. Prior to considering admission of new Members, the Board (as defined in Section 1.5.1.1) shall consider the desirability of expansion generally and the ramifications of any potential expansion on Conference revenues, scheduling, student-athlete welfare, and the pool of prospective Members, among other issues.
- b. Prospective Members must be proposed for admission by three Directors (as defined in Section 1.5.1.2).
- c. Upon proper nomination for admission as outlined in Section 1.4.3(b), a prospective Member shall submit to the Conference office (Attention: Commissioner) an expression of interest for admission and all information the Conference has requested be included with such initial submission, including but not limited to, information regarding the institution's academic and athletic cultures, the most recent report of the accrediting agency for colleges and universities, the Equity in Athletics Disclosure Act (EADA) report, and the NCAA Committee on Institutional Performance report. The information will be distributed to the Board, and if authorized by the Board, the faculty athletics representatives, and athletics directors of all Members.
- d. Thereafter, the prospective Member shall promptly submit to the Conference such additional information as may be requested by the Conference.
- e. A favorable vote of three-fourths of the Directors is required to extend an invitation for membership to the Conference.
- f. Participation by the new Member in Conference revenues and all other terms and conditions under which the new Member will join the Conference, including the amount, payment schedule and other terms for any fee payable to the Conference by the new Member, will be determined by a three-fourths ($\frac{3}{4}$) vote of the Board at the time of admission.

1.4.4 Expulsion/Suspension/Probation of Members.

A Member may be expelled, suspended, or placed on probation by the Conference only upon the favorable vote of three-fourths of the Directors (excluding the Director appointed by the Member under consideration). To expel means a complete severance from the Conference in all sports. To suspend means a temporary severance under stated conditions from the Conference in one or more sports.

Among the reasons a Member may be expelled, suspended, or placed on probation for good cause is if it no longer participates in one or more sports which are required for membership in the Conference, if the Member is required by the NCAA to discontinue such required sport because of violations of NCAA regulations, or such Member or one or more of its sports programs becomes incompatible with the objectives of the Conference.

The effective date of any expulsion shall be June 30. In the event of expulsion, the Conference must provide the Member with the specific reasons for expulsion and a notice of expulsion on or before August 15 of the year preceding the June 30 expulsion date. The expelled Member will receive a proportionate share of the distribution made to Members with respect to the fiscal year ending on the June 30 expulsion date, unless its share has previously been reduced due to a suspension or probation, in which case it shall receive such reduced share.

In the event of suspension or probation, the Conference may enforce penalties immediately.

In any sport in which a Member is ineligible for postseason play because of violations of NCAA or Conference regulations, the Member may be suspended in that sport. If suspended, the Member shall not be eligible for the Conference championship in that sport and may be required to forfeit its share of any or all Conference revenues generated by that sport.

1.4.5 Withdrawal of Members.

To withdraw from the Conference, a Member must file an official notice of withdrawal with each of the Members and the Commissioner on or before August 15 for the withdrawal to be effective June 30 of the following year.

Upon official notice of withdrawal, the Member will be subject to a withdrawal payment, as liquidated damages, in an amount equal to three times the total operating budget of the Conference (including any contingency included therein), approved in accordance with Section 2.5.1 of the Bylaws of the Conference (the "Bylaws"), which is in effect as of the date of the official notice of withdrawal. The Conference may offset the amount of such payment against any distributions otherwise due such Member for any Conference year. Any remaining amount due shall be paid by the withdrawing Member within 30 days after the effective date of withdrawal. The withdrawing Member shall have no claim on the assets, accounts, or income of the Conference.

1.5 GOVERNANCE STRUCTURE

1.5.1 Board of Directors.

1.5.1.1 Authority. Except as otherwise provided in this Constitution, the Bylaws, or resolutions of the board of directors of the Conference (the "Board"), all of the powers of the Conference shall be exercised by or under the authority of the Board, and all of the activities and affairs of the Conference shall be managed by or under the direction, and subject to the oversight, of the Board

in accordance with this Constitution and the Bylaws. Notwithstanding anything to the contrary in the Constitution, Bylaws or such resolutions, or in the Sports Operations Code, General Policies and Procedures or otherwise in the Manual, the Board shall have the right to take any action or any vote on behalf of the Conference, and each Director shall have the right to take any action or any vote on behalf of the Member it represents, even if such right could be taken or exercised by another committee or person if the Board or such Director did not choose to exercise such right.

1.5.1.2 Composition, Terms and Vacancies. The Board shall be composed of a representative of each Member (each a “Director”), provided that each Director must be the most senior executive officer of such Member, whether such position is characterized as president, chancellor, chief executive officer or otherwise. In these capacities, these persons are occasionally referred to in this Constitution or the Bylaws as the “CEOs” of the Members they represent. The Commissioner shall also serve on the Board as an ex-officio, non-voting member and shall not be counted towards any quorum requirements. No election or appointment of any other Director shall be required or permitted. The term of each Director shall continue for so long as the Director is serving as the CEO of the Member it represents. If a vacancy occurs on the Board, other than due to the termination or withdrawal of a Member, the Member with a vacancy on the Board shall designate an individual to fill the vacancy on an interim basis until such time as a new CEO of such Member is appointed. Such interim appointee shall either be the acting or interim CEO of such Member or a person discharging a substantial portion of the duties of the CEO on an acting or interim basis. The remaining Directors shall have the authority, by majority vote, to remove from, or to refuse to recognize or seat on, the Board, any designee who fails to meet the criteria set forth in this Section 1.5.1.2.

1.5.1.3 Expelled and Withdrawing Member. The CEO of any Member that is expelled pursuant to Section 1.4.4 or withdraws from the Conference pursuant to Section 1.4.5 shall automatically cease to be a Director and such CEO and any other representative of such expelled or withdrawing Member that is then serving on any other Committee of the Conference shall automatically cease to be a member of such Committee, and shall cease to have the right to vote on any matter as of the effective date of the expulsion or withdrawal. During the period between delivery of a notice of expulsion or withdrawal and the effective date of the expulsion or withdrawal, the Board, the Executive Committee and any other Committee may withhold any information from, and exclude from any meeting (or portion thereof) and/or any vote, the Director and any other representatives of the expelled or withdrawing member, if the Board determines that (i) the relevant matter relates primarily to any period after the effective date of expulsion or withdrawal, (ii) such information is proprietary or confidential or (iii) such attendance, access to information or voting could present a conflict of interest for the expelled or withdrawing member or is otherwise not in the best interests of the Conference, as determined by the Board.

1.5.1.4 Chair and Vice Chair. The Board shall elect a chairperson of the Board (the “Chair”) and a vice chairperson of the Board (the “Vice Chair”) from among the Directors, each of whom shall serve for a term of two (2) years beginning on July 1 and ending on June 30, unless the Board determines a shorter term is appropriate. No Director shall be eligible to serve in the same position as Chair or Vice Chair for more than one (1) two (2)-year term unless a period of 6 years has passed since such Director last served in such position. For clarity, the foregoing sentence does not prevent a Director from serving one term as Chair and one term as Vice Chair within such six-year time period. In the event of any vacancy in the position of Chair or Vice Chair, any successor selected by the Board who serves out the remaining term of his or her predecessor shall remain eligible to serve an additional full two-year term unless the unexpired term filled by

such successor is 18 months or longer. The Chair shall preside at all meetings of the Board at which he or she is present, and the Vice Chair shall preside at all meetings of the Board at which the Chair is not present. The Board shall have the right to remove the Chair and/or the Vice Chair from such offices (but not the position of Director) at any time that the Board determines that such removal is in the best interests of the Conference.

1.5.1.5 Meetings of the Board.

1.5.1.5.1 Frequency; Notice and Participation. Unless the Board shall otherwise decide, the Board shall meet at least three (3) times each year, which generally shall include one meeting in the fall (the second Tuesday and Wednesday in September), one meeting during the Men's or Women's Basketball Conference Championship (alternating annually) and one meeting in May ("Regular Meetings"). The times and places of each Regular Meeting will be arranged by the Chair, who shall provide at least ninety (90) days' notice of each Regular Meeting to the Directors; provided that at the beginning of each one (1) year period beginning with the Annual Meeting (as defined below), the Chair may provide a single notice of all Regular Meetings for that year, or for a lesser period, without having to give notice of each meeting individually. Special meetings of the Board may be called at any time by the Chair, the Commissioner or at least two-thirds (2/3) of the Board. Special meetings also may be called by any three (3) Directors who serve on the Executive Committee pursuant to Section 1.5.3.1(iv) or by any three (3) Directors who do not also serve on the Executive Committee if they believe any item that is to be taken up by the Executive Committee (but has not yet been voted on by the Executive Committee) should instead be addressed by the full Board. Any special meetings shall be called upon at least three (3) days' notice (which notice shall state the purpose of the special meeting), unless notice is waived by three-fourths (3/4) of the Directors. Voting by proxy is not permitted. Any or all of the Directors may participate in and vote at any meeting of the Board by any means of communication by which all participants may simultaneously hear each other during the meeting and any Member attending by such means shall be deemed "present" for all quorum and voting purposes. Participation in a meeting by substitute representation is not permitted, unless determined otherwise in the specific case by the Chair, but in no event shall voting by a substitute representative be permitted.

1.5.1.5.2 Waiver of Notice. Before or after the date and time stated in the notice of any meeting of the Board, any Director may waive on such Director's own behalf any required notice of that meeting or any other required process with respect to any business to be conducted at that meeting by delivering to the Conference a written waiver of such notice or process by mail or by electronic transmission, which shall be filed with the corporate records of the Conference. Any Director who attends or participates in a meeting shall be deemed to have waived any required notice or process, unless the Director attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business at the meeting on the ground that the meeting is not permitted to be called or convened or the required process for any business to be conducted has not been followed. Any waiver of notice or process with respect to a Board meeting shall only be effective if waived (or deemed waived) by three-fourths (3/4) of all the Directors.

1.5.1.5.3 Method of Notice. Any notice, request, consent, or other communication to any Director shall be deemed given effectively on the date delivered if given in person or by e-mail, one (1) business day after being transmitted by a nationally recognized overnight

delivery service, or five (5) business days after being sent by U.S. certified mail, return receipt requested, addressed to such Director at such Director's mail or e-mail address as it appears on the records of the Conference. Unless otherwise set forth in this Constitution or the Bylaws, any writing required or permitted hereunder may be in electronic form.

1.5.1.5.4 Action without Meeting. Any action of the Board required or permitted to be taken at any meeting of the Board may be taken without a meeting if each Director consents in writing or by electronic transmission and such writing or electronic transmission is filed with the corporate records of the Conference.

1.5.1.5.5 Annual Meetings. Unless the Board shall otherwise decide, a Regular Meeting occurring at any time between May 1 and May 31 of the calendar year shall constitute the annual meeting of the Board (the "Annual Meeting") and shall be deemed to constitute, unless the Chair shall designate otherwise, the annual meeting of the Members, which shall be held at a time and place fixed by the Chair.

1.5.1.5.6 Agenda. The agenda for each Board meeting shall be prepared by the Commissioner in consultation with the Chair and shall include all items submitted to the Commissioner by at least three (3) Directors no later than fifteen (15) business days before such meeting. The Commissioner shall be responsible for distributing the agenda to the Directors at least ten (10) business days before each Regular Meeting and at least two (2) calendar days prior to each special meeting of the Board. Except for Absolute Two-Thirds Matters (as defined below) and Absolute Three-Fourths Matters (as defined below), additional items may be added to the agenda at the meeting with the approval of the Board in accordance with [Section 1.6.2](#). The Secretary (as defined below) shall cause draft minutes of each meeting of the Board and copies of all reports submitted at such meetings to be distributed to the Directors within thirty (30) days after the conclusion of each meeting. Any Director wishing to propose modifications to such draft minutes shall do so in a writing to the Secretary within the succeeding thirty (30) day period. The agenda for the next meeting shall include the adoption of such minutes, with such amendments as the Board may approve.

1.5.1.5.7 Attendees at Board Meetings; Executive Sessions. The Chair may invite persons other than Directors and the Commissioner to attend meetings of the Board, including, without limitation, the chairs of the Advisory Committees (as defined below), the officers of the Conference and any outside advisors or consultants to the Conference; provided that no such persons shall count toward a quorum nor be entitled to vote on any matter. The Board, at the request of the Chair or at least three (3) Directors, may meet in executive session in which one or more of such invited persons or the Commissioner may not be invited to attend. The Chair may, however, invite to such executive session internal or external counsel or any outside expert whose advice the Chair reasonably believes to be necessary or advisable to assist the Board in such executive session.

1.5.2. Officers.

1.5.2.1 Commissioner.

1.5.2.1.1 Appointment and Employment Terms. The Board shall appoint one person to serve as the chief executive officer and president of the Conference, who shall have the

title of “Commissioner” (the “Commissioner”). A vote of at least two-thirds (2/3) of the Directors shall be necessary (a) to authorize the appointment, extension of the term, or removal of the Commissioner, and (b) in connection with any appointment or extension, to determine the Commissioner’s salary, other compensation and benefits, length of term in office, and other terms and conditions of employment; provided, that by a vote of at least two-thirds (2/3) of the Directors, the Board may delegate, within such parameters as it shall establish, final authority over the negotiation or modification of one or more of such employment matters and any related employment agreement to the Executive Committee or another committee formed for such purpose. Any terms and conditions of the Commissioner’s employment (including upon a removal) shall be subject to any contractual rights the Commissioner may have.

1.5.2.1.2 Authority and Duties. The Commissioner shall have general supervision and direction of the day-to-day activities and affairs of the Conference and shall have such other authority as the Board may determine from time to time. The Commissioner shall report to, and be subject to the direction and supervision of, the Board. The Commissioner shall perform such duties as are prescribed in Sections 2.2.1 and 2.3.1 of the Bylaws and such other duties and responsibilities as may be established by the Board from time to time.

1.5.2.2 Other Officers.

1.5.2.2.1 President. The Commissioner shall also serve as the President of the Conference and will have such duties as may be established by the Board or as are generally incident to the office of President.

1.5.2.2.2 Secretary. The Board shall appoint one person (who shall not be the Commissioner) to serve as the secretary of the Conference (the “Secretary”) under the supervision of the Board and the Commissioner. The Secretary shall attend all meetings of the Board and record all votes of the Board, prepare and retain in the Conference’s records the minutes of all meetings of the Board, and perform similar duties for all Committees if requested by such Committees, it being understood that each Committee shall have the authority to appoint a Committee designee to perform any or all of such tasks. The Secretary shall give, or cause to be given, notice of all meetings of the Board, and shall have charge of the books, records and papers of the Conference and shall see that the reports, statements, and other documents required by law to be kept and filed are properly kept and filed. The Secretary shall perform such other duties as may be established by the Board or the Commissioner or as are generally incident to the office of Secretary.

1.5.2.2.3 Treasurer. The Board shall appoint one person (who shall not be the Commissioner) to serve as the treasurer of the Conference (the “Treasurer”) under the supervision of the Board and the Commissioner. Subject to any applicable policies of the Board, the Treasurer shall have custody of the Conference funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Conference, and shall keep the moneys of the Conference in one or more separate accounts to the credit of the Conference. The Treasurer shall have the authority to take all actions and to sign all agreements necessary or advisable to open and administer the Conference’s bank accounts and shall disburse the funds of the Conference as may be

ordered by the Board or the Commissioner, taking proper vouchers for such disbursements, and shall render to the Chair, the Vice Chair and the Board, at Regular Meetings, or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Conference. The Treasurer shall perform such other duties as may be established by the Board or, subject to any applicable policies of the Board, the Commissioner or as are generally incident to the office of Treasurer.

1.5.2.2.4 Additional Officers. The Conference shall have such other officers (e.g., Vice President(s)) as may from time to time be appointed or elected by the Board or by the Commissioner (but only to the extent such authority has been granted to the Commissioner by the Board). Each officer shall have the authority to perform the duties set forth in this Constitution or the Bylaws or, to the extent consistent with this Constitution and the Bylaws, established by the Board, subject to any applicable policies of the Board, by the Commissioner. Except as set forth in this [Section 1.5.2](#), one person may simultaneously hold any two or more offices.

1.5.2.2.5 Appointment and Removal of Officers. Officers of the Conference (other than the Commissioner) shall be appointed by the Board at the Annual Meeting and shall continue in office from July 1 through June 30; provided, that in the event the Board shall fail to appoint a new officer to any office prior to June 30, the person holding such office shall continue to hold such office until the earlier of appointment of such person's successor or such person's removal, resignation, death, or incapacity. The Board shall have the right to remove any Officer of the Conference at any time that the Board determines that such removal is in the best interests of the Conference, subject to any contractual rights the individual may have with the Conference and, in the case of the removal of the Commissioner, the two-thirds (2/3) voting requirement under Section 1.5.2.1.1.

1.5.3. Executive Committee.

Unless otherwise determined by the Board, there shall be an executive committee (the "[Executive Committee](#)") consisting of the Chair, the Vice Chair and four (4) other Directors, who shall rotate among the Members in accordance with a rotation order determined by three-fourths (3/4) of the Board, provided that service as Chair or Vice Chair shall count as a rotation opportunity. If the election of a Chair or Vice Chair requires a change in the Executive Committee rotation, such change shall be determined by a majority of the Board. The Chair shall serve as chairperson and the Vice Chair as the vice chairperson of the Executive Committee. The Commissioner and the chairs of the AD Committee, FAR Committee and SWA Committee shall serve as ex-officio, non-voting members of the Executive Committee and shall not be counted towards any quorum requirements.

1.5.3.1 Duties. Between Board meetings, the Executive Committee shall serve as a forum for the Chair or the Commissioner to seek advice on strategic, operating, and other matters relating to the Conference. In addition, if requested by the Chair or requested by the Commissioner and approved by the Chair between Board meetings, the Executive Committee shall have the authority to take any action on behalf of the full Board that could have been taken by the affirmative vote of a simple majority of the Directors at a meeting at which a quorum is present, excluding (i) the approval of the budget, (ii) the approval of any change in the rotation order of the Executive Committee, (iii) the approval of any matter that under applicable law must be approved by the Board (and may not be delegated to a committee) and (iv) the approval of any matter that at least three Directors serving on the Executive Committee request be submitted to the full Board

(provided such request is made prior to any vote by the Executive Committee on such matter). For the avoidance of doubt, (a) except as provided in clause (iv) of the foregoing sentence, the Chair shall determine whether the Executive Committee may act on behalf of the Board between meetings or whether to call a special meeting of the Board and (b) the Executive Committee shall not have the authority to take any action that under this Constitution or the Bylaws would require the affirmative vote of more than a majority of the Directors who are present for such vote, including the Absolute Two-Thirds Matters and the Absolute Three-Fourth Matters. If an agenda for an Executive Committee meeting is prepared in advance of the meeting, the Commissioner shall, if practicable, distribute such agenda to the full Board prior to the Executive Committee meeting.

1.5.3.2 Term of Executive Committee Members. The Chair and Vice Chair shall each serve on the Executive Committee for the duration of their terms in such offices; any removal of a Director as Chair or Vice Chair also shall automatically be a removal from the Executive Committee unless the Board otherwise decides. The remaining members of the Executive Committee shall be Directors selected in accordance with the rotation described in [Section 1.5.3](#) and each shall serve a two (2) year term; provided that the Board shall have the right to create initial one-year terms for one or more members of the Executive Committee to create staggered terms and such initial one (1) year term shall not count against the aggregate two (2) year term limit described in the following sentence. Any Member whose Director has served one (1) two (2)-year term on the Executive Committee (including any Director completing a term as Chair or Vice Chair) shall not be eligible for reappointment on the Executive Committee until such Member is next in the rotation described in [Section 1.5.3](#), unless such Director has been elected Chair or Vice Chair in accordance with [Section 1.5.1.4](#).

1.5.3.3 Meetings of the Executive Committee; Executive Sessions. The Executive Committee may invite persons not on the Executive Committee to attend its meetings if such attendance is approved by the Chair (unless disapproved by a majority of the Executive Committee members), but such person shall not count toward a quorum nor be entitled to vote on any matter. The Executive Committee at the request of the Chair or at least three (3) Directors on the Executive Committee may meet in executive session in which one or more of such invited persons or the ex-officio members may not be invited to attend.

1.5.3.4 Vacancies. If a vacancy occurs in the positions of Chair or Vice Chair, the individual designated by the Board under [Section 1.5.1.4](#) to serve as his or her successor in such position shall serve on the Executive Committee for the remaining term that such person serves as Chair or Vice Chair. If a vacancy occurs in any other seat on the Executive Committee, other than due to the expulsion or withdrawal of a Member, then the individual designated by the Member to fill its vacancy on the Board in accordance with [Section 1.5.1.2](#) shall serve out the remaining term of the departing member of the Executive Committee. If a vacancy occurs on the Executive Committee (other than the Chair or Vice Chair) as a result of the expulsion or withdrawal of a Member, then such vacancy shall be filled in accordance with the rotation described in [Section 1.5.3](#) and service of the remaining term of the departing member of the Executive Committee shall not count against the aggregate two (2) year term limit.

1.5.3.5 Notice and Conduct of Meetings; Quorum and Required Vote; Action without Meeting. Meetings of the Executive Committee may be called by the Chair, the Commissioner or at three least Directors serving on the Executive Committee. Unless waived by all Directors on the Executive Committee, notice of any meeting of the Executive Committee shall be given at least

three (3) days prior to such meeting. If all members of the Executive Committee are present at a meeting and no objection is made as to notice or the absence of any other required process, no notice or other process shall be required and any business authorized under this Constitution or the Bylaws may be transacted at the meeting. Except as otherwise provided by applicable law, this Constitution or the Bylaws, two-thirds (2/3) of all the Directors on the Executive Committee shall constitute a quorum and, if a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present and eligible to vote shall be the act of the Executive Committee. Voting by proxy is not permitted. Any or all members of the Executive Committee may participate in any meeting by any means of communication by which all participants may simultaneously hear each other during the meeting and any member attending by such means shall be deemed "present" for quorum purposes. Participation in a meeting by substitute representation is not permitted, unless determined otherwise in the specific case by the Chair, but in no event shall voting by a substitute representative be permitted. Any action of the Executive Committee required or permitted to be taken at any meeting of the Executive Committee may be taken without a meeting if all Directors on the Executive Committee eligible to vote consent thereto in writing or by electronic transmission and such writing(s) or electronic transmission(s) are filed with the records of the proceedings of the Executive Committee.

1.5.3.6 Notice of Executive Committee Decisions. The Chair will periodically provide the full Board with notice of all Executive Committee decisions that constitute action on behalf of the Board within a reasonable period of time after such decisions have been made, but in no event later than the date of the next Regular Meeting or special meeting of the Board.

1.5.4 Committees.

1.5.4.1 Establishment of Committees. The Board may from time to time establish committees of the Board (in addition to the Executive Committee, which has been established under Section 1.5.3) ("Committees"), on a standing or ad hoc basis, including but not limited to those expressly provided for in Section 2.4 of the Bylaws. At or about the time of the Annual Meeting, the Board shall elect the Directors to serve in any positions to be open on the following July 1 on any Committee comprised entirely of Directors. With respect to any Committee that is not comprised entirely of Directors and does not by its nature have a specified number of representatives per Member (e.g., FAR Committee, SWA Committee, AD Committee, Student-Athlete Advisory Committee), (a) the Members or their representatives may nominate individuals to serve on such Committees by submitting such nomination to the Commissioner and the Chair at least six weeks prior to the Annual Meeting, (b) the Commissioner and the Chair shall recommend to the Executive Committee the individuals to serve on each Committee by proposing a slate of nominees for the positions expected to be open on such Committee on the following July 1 at least two weeks prior to the Annual Meeting, and (c) each such Committee slate shall be subject to approval as a slate by the Executive Committee at or about the time of the Annual Meeting, with appointed persons to begin serving on the immediately following July 1. Each Committee shall have such authority as the Board may determine; provided, that, except as expressly provided in the Constitution or the Bylaws or by the Board, no Committee (including any Committee described in Section 2.4 of the Bylaws) shall (i) be authorized to act on behalf of the Board, (ii) have the power to bind the Conference or (iii) have any power which is specifically required by law, this Constitution, the Bylaws or any resolution of the Board to be exercised by the full Board or the Executive Committee. Subject to the foregoing sentence, the establishment or disbanding of any Committee, other than those explicitly provided for in the Bylaws, shall not require an amendment of this Constitution or the Bylaws, and shall instead be accomplished by

a vote of the Board in accordance with [Section 1.6.2](#).

1.5.4.2 Terms and Vacancies. All Committee terms shall begin on July 1 and end on June 30. Directors serving on the Audit Committee, Finance Committee or Autonomy Committee shall serve for a two-year term and shall not be eligible to serve more than one such two-year term unless otherwise determined by a majority of the Directors. Members of Advisory Committees shall serve for so long as they remain the AD, FAR or SWA, as applicable, of the Member they represent. Persons who serve on a Committee by virtue of holding another position (e.g., Commissioner, chair of FAR Committee, etc.) shall serve on such Committee for so long as they remain in such position. All members of Committees not described in the foregoing sentences of this [Section 1.5.4.2](#) shall each serve terms of three (3) years and shall not be eligible to serve more than two consecutive three-year terms; provided, that the Board shall have the right to create initial one (1) or two (2) year terms for one or more members of each Committee to create staggered terms and such initial one (1) or two (2) year terms shall not count against the aggregate six (6) year term limit. If a vacancy occurs on any Committee comprised entirely of Directors, the Board shall appoint a Director to fill the vacancy and such individual shall serve out the remaining term of the vacating member. If a vacancy occurs on any Advisory Committee, the relevant Member may designate an individual to fill the vacancy on an interim basis until such time as a new FAR, AD or SWA (as applicable) of such Member is appointed. If a vacancy occurs on any other Committee, the Executive Committee shall appoint an individual to fill the vacancy from nominations proposed by the Chair and the Commissioner and, where applicable, such individual shall serve out the remaining term of the vacating member. Such individual shall be selected from the same group of individuals (whether Directors, athletic directors, faculty athletic representatives, senior woman administrators, student-athletes or otherwise) as the vacating member, if applicable. In the case of a Committee established during the course of the year, members may be appointed to the Committee effective upon its formation and any period of service prior to the next July 1 shall not affect their ability to serve a term of up to three (3) years beginning on July 1 and shall not count against the aggregate six (6) year term limit.

1.5.4.3 Notice and Conduct of Meetings; Quorum and Required Vote; Action without Meeting. Meetings of a Committee may be called by the Chair, the chairperson of such Committee, the Commissioner, or a majority of the voting members of such Committee. Unless waived by three-fourths (3/4) of the voting members of a Committee, notice of any meeting of such Committee shall be given at least ten (10) days prior to such meeting. If all members of a Committee are present at a meeting and no objection is made as to notice or the absence of any other required process, no notice or other process shall be required and any business authorized under this Constitution or the Bylaws may be transacted at the meeting. Except as otherwise provided by applicable law, this Constitution or the Bylaws, two-thirds (2/3) of all the members of a Committee shall constitute a quorum and, if a quorum is present when a vote is taken, the affirmative vote of a majority of the members present and eligible to vote shall be the act of such Committee; provided that, with respect to any vote on a matter pertaining to a given sport, any Committee member who represents a Member that does not participate in such sport shall not count towards a quorum and shall not be entitled to vote on such matter. Voting by proxy is not permitted for any Committee (except as provided below by a substitute representative for Advisory Committee meetings). Any or all members of a Committee may participate in any meeting by any means of communication by which all participants may simultaneously hear each other during the meeting and any member attending by such means shall be deemed "present" for quorum and voting purposes. Advisory Committee members are expected to participate in all meetings of such Advisory Committee; however, a substitute representative of a Member may participate in and

vote at an Advisory Committee meeting if an illness or other exigent circumstance affects the ability of a Member's representative to participate. Participation in a Committee meeting (other than Advisory Committee meetings) by substitute representation is not permitted, unless determined otherwise in the specific case by the Chair, but in no event shall voting by a substitute representative be permitted (except as provided above for Advisory Committee meetings). Any action of a Committee required or permitted to be taken at any meeting of such Committee may be taken without a meeting if all members of such Committee eligible to vote consent thereto in writing or by electronic transmission and such writing(s) or electronic transmission(s) are filed with the records of the proceedings of such Committee.

1.5.4.4 Rule and Procedures. Each Committee shall keep regular minutes of its meetings and report to the Board when required or requested to do so. The Board may adopt other rules and regulations for the conduct of any Committee business or meetings not inconsistent with this Constitution or the Bylaws, and each Committee may adopt such other rules and regulations not inconsistent with applicable law, this Constitution, or the Bylaws for the conduct of its business or meetings as such Committee may deem proper.

1.6 BOARD VOTING REQUIREMENTS

1.6.1 Quorum.

Except as provided under applicable law, this Constitution or the Bylaws, two-thirds (2/3) of all Directors present at a meeting of the Board shall constitute a quorum of the Board; provided that, in the case of any matter requiring the affirmative vote of more than two-thirds (2/3) of all Directors present, a quorum shall only exist if at least that number of Directors equal to such required vote is present.

1.6.2 Required Vote.

Each Director shall be entitled to one vote each. Except as otherwise provided herein or in the Bylaws, if a quorum is present when a vote of the Directors is taken, the affirmative vote of a majority of all Directors present for such vote shall be an act of the Board.

For the avoidance of doubt, all references in this Constitution or the Bylaws to the affirmative vote of:

- a. a majority or two-thirds (2/3) of all "Directors present", shall mean a majority or two-thirds (2/3) of all the Directors who are present at a Board meeting at which a quorum exists;
- b. two-thirds (2/3) of all the Directors, shall mean two-thirds (2/3) of all the Directors of the Board, even if one or more of such Directors is not present for such vote ("Absolute Two-Thirds Matters"); and
- c. three-fourths (3/4) of all the Directors, shall mean three-fourths (3/4) of all the Directors of the Board, even if one or more of such Directors is not present for such vote ("Absolute Three-Fourths Matters").

The Absolute Two-Thirds Matters are as follows: (i) any amendment to Article 2.5 of the Bylaws (Finances), (ii) selecting or changing the location of the Conference office, (iii) entering into or amending any Material Media Rights Agreement (as defined in Section 2.3.1(q)), (iv) the appointment, extension of the term, or removal of the Commissioner or the other matters set forth in Section 1.5.2.1.1, and (v) the initiation of any material litigation involving the Conference (but not, for clarity, the settlement of any

litigation involving the Conference, which requires the affirmative vote of a majority of all Directors present for such vote).

The Absolute Three-Fourths Matters are as follows: (i) the admission of new Members to the Conference pursuant to Section 1.4.3, (ii) the expulsion, suspension, or probation of a Member pursuant to Section 1.4.4, (iii) any amendment of this Constitution, (iv) any amendment of the Bylaws (except amendments to Article 2.5), and (v) waiver of notice or other required process for a Board meeting pursuant to Section 1.5.1.5.2.

1.6.3 Constitution and Bylaws Amendments.

The initial draft of any proposed amendment to this Constitution or the Bylaws shall be submitted in writing to the Directors or their designees at least four weeks before the Board meeting at which such amendment shall be considered. Revised drafts reflecting material comments received within 14 days shall be sent to the Directors at least 10 days before the meeting; provided that motions for further amendments may be considered and adopted by the requisite vote at the meeting.

1.6.4 Waivers of Eligibility Rules.

An approved waiver of the ACC initial-eligibility rule requires an affirmative vote of two-thirds of the members of the FAR Committee present at a FAR Committee meeting and voting on the request and not less than a majority of the total members on the FAR Committee. All FAR Committee members, including the FAR representing the Member requesting the waiver, are eligible to vote. The FAR Committee may invite persons other than FARs to attend any such meetings of the FAR Committee, including any compliance expert or other advisor; provided that no such persons shall count toward a quorum nor be entitled to vote on any matter.

1.6.5 Sports Operation Code Amendments.

The Commissioner, after consultation with the ADs and SWAs, shall submit proposed amendments to the Sports Operation Code to the FAR Committee, which may adopt any such amendment by a majority vote of the FARs present and voting on the issue.

1.6.6 General Policies and Procedures Amendments.

Unless the Board decides it will vote on any such proposed amendments, the Commissioner, after consultation with the ADs and SWAs, shall submit proposed amendments to the General Policies and Procedures to the FAR Committee, which may adopt any such amendment by a majority vote of the FARs present and voting on the issue.

1.6.7 Effective Date of Amendments.

All amendments to the ACC Manual shall become effective July 1 following adoption unless otherwise noted in the proposed amendment or the resolution(s) adopting the proposed amendment.

Exhibit 2

ATLANTIC COAST CONFERENCE GRANT OF RIGHTS AGREEMENT

THIS ATLANTIC COAST CONFERENCE GRANT OF RIGHTS AGREEMENT (the "Agreement") is executed on _____, 2013, by and among the Atlantic Coast Conference, an unincorporated nonprofit association (the "Conference"), and each of the following entities: (i) Boston College, Clemson University, Duke University, Florida State University, Georgia Institute of Technology, University of Miami, University of North Carolina, North Carolina State University, University of Virginia, Virginia Polytechnic Institute and State University, and Wake Forest University (collectively, the "Current Members"), (ii) University of Pittsburgh, Syracuse University, University of Notre Dame du Lac, and University of Louisville (collectively, the "Accepted Members"), and (iii) any entities that are admitted as new members of the Conference hereafter and which become bound by this Agreement by executing a signature page or joinder agreement hereto as a condition to such admission (the "Additional Members" and, together with the Current Members and Accepted Members, each a "Member Institution" and collectively, the "Member Institutions").

RECITALS:

WHEREAS, the execution and delivery of this Agreement enhances the stability of Conference membership, confirms the commitment by each Member Institution to the other Member Institutions of the Conference, and thereby provides valuable benefits to each Member Institution of the Conference;

WHEREAS, the Conference has previously entered into the Multi-Media Agreement with ESPN, Inc. and ESPN Enterprises, Inc. dated as of July 8, 2010, as amended by the Amendment and Extension Agreement dated as of May 9, 2012 (as amended, collectively referred to as the "Amended ESPN Agreement");

WHEREAS, each of the Accepted Members has been accepted for membership in the Conference by the Current Members and each Accepted Member has agreed that its membership shall be effective on the date specified on its signature page to this Agreement;

WHEREAS, as a condition to the agreement of ESPN to offer additional consideration to the Conference as part of a further amendment to the Amended ESPN Agreement (the "Additional Amendment"; the Additional Amendment, together with the Amended ESPN Agreement, collectively, the "ESPN Agreement"), each of the Member Institutions is required to, and desires to, irrevocably grant to the Conference, and the Conference desires to accept from each of the Member Institutions, those rights granted herein; and

WHEREAS, the Conference and the Member Institutions desire to have this Agreement memorialize their understandings with respect to the matters set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants set forth herein and in the ESPN Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound hereby, the undersigned each hereby agree with the Conference and with each other as follows:

1. Grant of Rights. Each of the Member Institutions hereby (a) irrevocably and exclusively grants to the Conference during the Term (as defined below) all rights (the "Rights") necessary for the Conference to perform the contractual obligations of the Conference expressly set forth in the ESPN Agreement, regardless of whether such Member Institution remains a member of the Conference during the entirety of the Term and (b) agrees to satisfy and perform all contractual obligations of a Member Institution during the Term that are expressly set forth in the ESPN Agreement. The grant of Rights pursuant to this paragraph 1 includes, without limitation, (A) the right to produce and distribute all events of such Member Institution that are subject to the ESPN Agreement; (B) subject to paragraph 7 hereof, the right to authorize access to such Member Institution's facilities for the purposes set forth in and pursuant to the ESPN Agreement; (C) the right of the Conference or its designee to create and to own a copyright of the audiovisual work of the ESPN Games (as defined in the ESPN Agreement) of or involving such Member Institution (the "Works") with such rights being, at least, coextensive with 17 U.S.C. 411(c); and (D) the present assignment of the entire right, title and interest in the Works that are created under the ESPN Agreement. Notwithstanding any other provisions of this paragraph, the grant of Rights pursuant to this paragraph 1 shall not include any rights of a particular Member Institution to sports as to which the Conference and such Member Institution have agreed, as of the date of such Member Institution's execution of this Agreement or a joinder thereto, that such Member Institution will not participate as a member of the Conference. The grant of Rights pursuant to this paragraph 1 shall remain subject to the right to produce and distribute, by means of specified media, those events of such Member Institution during the Term which are reserved to the Conference and the Member Institution under the ESPN Agreement and which may be exercised as permitted by the ESPN Agreement and in accordance with Conference policy. Each Member Institution will cause any affiliated entity which has previously been granted any interest in the Rights, to grant such interest to the Conference to the extent necessary to allow the Member Institution to fully perform all of its obligations under this Agreement and provide the Conference with the Rights contemplated hereby.

2. Copyright Assignment and License. The Conference and each of the Member Institutions acknowledge that the Conference owns or will own the copyrights to the Works. Each Member Institution hereby grants to the Conference or its designee the right to create a copyright Work and, for the entire duration of the applicable event, the copyright in such Works. The Conference shall have the right to seek relief under 17 U.S.C. 411(c) for any interference with the Conference's federal copyright ownership interest in the Works created and/or Works to be created under the ESPN Agreement. Each Member Institution agrees to cooperate with the Conference in any such action, but at the Conference's sole expense. The rights assigned in the Works include, but are not limited to, all rights under the United States and/or foreign copyright laws; all reproduction, performance, display, distribution, and other intellectual property rights; the right to modify, distort, or alter the Works and future Works; and all so-called moral rights. To the extent moral rights may not be assigned, each Member Institution hereby waives the benefit or protection of same.

3. Execution of Additional Documents. If requested by the Conference, each Member Institution hereby agrees to execute and deliver all documents reasonably requested by the Conference to effectuate the intent of this Agreement, at the Conference's expense.

4. Additional Members. The Conference shall not admit a new member to the Conference unless and until (a) such new member agrees to become bound by this Agreement with respect to all sports in which it participates as a member of the Conference by executing a signature page or joinder agreement hereto as a condition to such admission and (b) grants to the Conference pursuant to this Agreement all Rights of such Member Institution with respect to such sports.

5. Term. The “Term” of this Agreement shall begin on the Effective Date and shall continue until June 30, 2027. The “Effective Date” means (a) for the Current Members, the date first set forth above, and (b) for Accepted Members and Additional Members, the date on which the Conference and a particular Accepted Member or Additional Member have agreed that the membership in the Conference shall become effective in accordance with the Conference’s Constitution and Bylaws, which date is set forth on the respective signature page hereof for each Accepted Member and shall be set forth on the signature page of this Agreement for each Additional Member. For clarity, all Accepted Members and Additional Members agree to be bound as of their signature hereon even though the term of their membership in the Conference has not yet begun.

6. Acknowledgements, Representations, Warranties, and Covenants. Each of the Member Institutions acknowledges that the grant of Rights during the entire Term is irrevocable and effective until the end of the Term regardless of whether the Member Institution withdraws from the Conference during the Term or otherwise ceases to participate as a member of the Conference in accordance with the Conference’s Constitution and Bylaws. Furthermore, each Member Institution represents and warrants to the Conference (a) that such Member Institution either alone, or in concert with an affiliated entity that has executed an agreement to be bound by the provisions of this Agreement, has the right, power and capacity to execute, deliver and perform this Agreement and to discharge the duties set forth herein; (b) that execution, delivery and performance of this Agreement and the discharge of all duties contemplated hereby, have been duly and validly authorized by all necessary action on the part of such Member Institution; (c) that execution and delivery of this Agreement by Member Institution and the discharge of duties contemplated herein by Member Institution will not, with or without the giving of notice or the lapse of time, or both: (i) violate or conflict with any of the provisions of the charter document, bylaws or other governing documents of such Member Institution; (ii) violate, conflict with or result in breach or default under, or cause termination of any contract, license, permit or other agreement, document or instrument to which Member Institution is a party or by which Member Institution may be bound; or (iii) violate any provision of any law, statute, rule, regulation, court order, judgment, or decree, or ruling of any governmental authority, by which Member Institution is a party or to which Member Institution may be bound; and (d) that Member Institution, either alone, or in concert with an affiliated entity that has executed an agreement to be bound by the provisions of this Agreement, owns all Rights granted to the Conference in paragraph 1 above. Each of the Member Institutions covenants and agrees that (x) it will not enter into any agreement that is inconsistent with the provisions of this Agreement, and (y) it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, that would affect the validity and enforcement of the Rights granted to the Conference under this Agreement.

7. Reasonable Access. Without any additional consideration or compensation to the Member Institutions, each of the Member Institutions agrees throughout the Term to provide ESPN and its sublicensees with reasonable access to its property and facilities, with appropriate ingress and egress, parking, facilities, utilities and lighting, and other support and assistance reasonably required by ESPN and its sublicensees to exercise the Rights as and to the extent provided in the ESPN Agreement.

8. Miscellaneous. This Agreement may not be modified or amended other than by an agreement in writing signed by duly authorized representatives of the Conference and each of the Member Institutions that are then members of the Conference. This Agreement may be executed in multiple counterparts and delivered by electronic or facsimile transmission. This Agreement, together with any substantially contemporaneous agreement between the Conference and an affiliated entity of a Member Institution relating to the Rights, sets forth the entire understanding of the parties hereto relating to the grant of Rights and related subject matter provided for herein and, effective as of the date first set forth above, supersedes all prior agreements and understandings among or between any of the parties relating to the grant of Rights and related subject matter provided for herein. The Recitals set forth above shall be deemed incorporated by this reference into and specifically made part of this Agreement. Should any provision of this Agreement be determined to be invalid or unenforceable, such shall not invalidate this Agreement, but such provision shall be deemed amended to the extent necessary to make such provision valid and enforceable and which as closely as possible reflects the original intent of the parties.

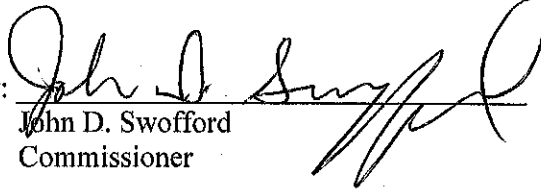
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IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

THE CONFERENCE:

ATLANTIC COAST CONFERENCE

Dated: April 22, 2013

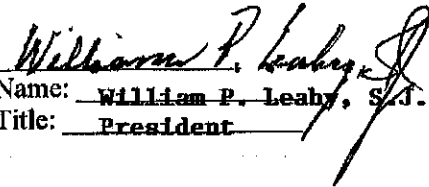
By: 
John D. Swofford
Commissioner

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

BOSTON COLLEGE

A Dated: April 19, 2013

By: 
Name: William P. Leahy, S.J.
Title: President

SIGNATURE PAGE TO
ATLANTIC COAST CONFERENCE
GRANT OF RIGHTS AGREEMENT
DATED 4-19, 2013

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

CLEMSON UNIVERSITY

Dated: 4 / 19, 2013

By: 
Name: James F. Barker
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

DUKE UNIVERSITY

Dated: APRIL 19, 2013

By: Richard A. Broadhead
Name: RICHARD A. BROADHEAD
Title: PRESIDENT,
DUKE UNIVERSITY

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

FLORIDA STATE UNIVERSITY

Dated: April 19 2013


By: Eric J Barron
Name: ERIC J BARRON
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

GEORGIA INSTITUTE OF TECHNOLOGY

Dated: April 19, 2013

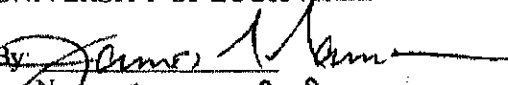
By: 
Name: G.P. Peterson
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF LOUISVILLE

Dated: April 19, 2013

By: 
Name: James R. Ramsey
Title: President

Date that Conference membership becomes effective:

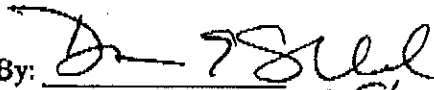
Expected July 1, 2014, pending withdrawal negotiations with the Big East Conference

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF MIAMI

Dated: April 19, 2013

By: 
Name: DONNA E. SHATATA
Title: PRESIDENT

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF NORTH CAROLINA

Dated: April 19, 2013


By: H. Holden Thorp
Name: H. Holden Thorp
Title: Chancellor

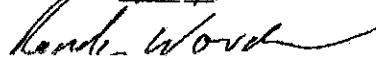
IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

NORTH CAROLINA STATE UNIVERSITY

Dated: April 19, 2013

By: 
Name: W. RANDOLPH WOODSON
Title: CHANCELLOR




IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF NOTRE DAME DU LAC

Dated: April 19, 2013

By: 
Name: Rev. John L. Jenkins; C.S.C.
Title: President

Date that Conference membership becomes effective: July 1, 2013

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF PITTSBURGH

Dated: April 19, 2013

By: Mark A. Nordenberg
Name: Mark A. Nordenberg
Title: Chancellor

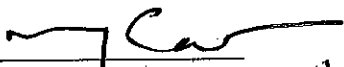
Date that Conference membership becomes effective: July 1, 2013

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

SYRACUSE UNIVERSITY

Dated: April 19, 2013

By: 
Name: Nancy Cantor
Title: Chancellor

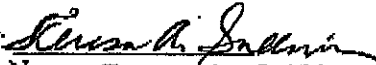
Date that Conference membership becomes effective: July 1, 2013

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF VIRGINIA

Dated: April 19, 2013

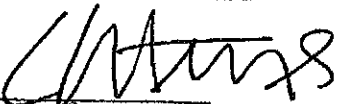
By: 
Name: Teresa A. Sullivan
Title: President, University of Virginia

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY

Dated: 4 19, 2013

By: 
Name: Charles W. Steger
Title: President

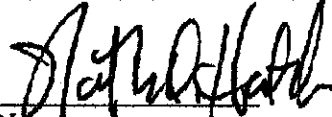
IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

WAKE FOREST UNIVERSITY

Dated: April 19, 2013

By:



Name: Nathan D. Hatch

Title: President

Exhibit 3
Filed Under Seal

Exhibit 4



BYLAWS

ACC MANUAL

2023 | 2024

2.10 MEDIA RIGHTS POLICY

[Note: See Section 2.12 of these Bylaws for provisions regarding the University of Notre Dame.]

2.10.1 Grant of Rights. The Members have granted to the Conference the right to exploit certain media and related rights of the Members (such rights, the “Media Rights”; and the agreement pursuant to which the Members granted such rights, the “Grant of Rights”).

2.10.2 Revenues from Media Rights.

Unless otherwise determined by the Board, all revenues from the sale, licensing, distribution, and other exploitation of the Media Rights shall be deposited with the Conference.

2.10.3 Conference Media Rights Agreements.

The Commissioner shall negotiate all contracts and agreements for the sale, licensing, distribution, and other exploitation of the Media Rights on behalf of the Conference as provided in Section 2.3.1(q); provided that any Material Media Rights Agreement shall require the approval of two-thirds (2/3) of the Directors and all other Media Rights agreements shall be subject to approval by the Executive Committee. The Media Committee established pursuant to Section 2.4.2 shall assist the Commissioner in the negotiation and evaluation of the Conference’s Media Rights agreements and shall make a recommendation to the Board with respect to any Media Rights agreement requiring Board approval.

2.10.4 Conflict Games.

Subject to the terms of this Section 2.10.4, no Member shall participate in any game that will conflict with the terms of any Conference Media Rights agreement or any of the Conference’s rights or obligations thereunder. To the extent any Member is invited to participate in a football or men’s basketball game that will be distributed or otherwise exploited in conflict with any football or men’s basketball game that is or may be subject to any Conference Media Rights agreement (“Conflict Game”), and such Member wishes to participate in such Conflict Game, the Member shall promptly refer the matter to the Commissioner for his or her prior written approval. Unless the Commissioner grants such approval, the Member shall be prohibited from participating in such Conflict Game.

2.10.5 Member Rights.

Notwithstanding Section 2.10.3, but only to the extent permitted by the Conference’s Media Rights agreements, each Member shall retain such rights that are expressly retained by the Members under the Grant of Rights and any other rights that the Board may from time to time determine may be exploited by the Members.

2.10.6 Revenues from Non-Package Games.

Unless otherwise determined by the Board, all revenues derived from the exploitation by any Member of its football games and basketball games that are not included in or selected for distribution as part of any Conference Media Rights agreement (“Non-Package Games”) shall be deposited with the Conference.

2.10.7 Conference Non-Package Contracts.

In appropriate circumstances determined by the Board, the Commissioner’s office may negotiate television contracts for events that are not part of any Conference Media Rights agreement. However, any such contracts shall be subject to the approval of the Board.

Exhibit 5
Filed Under Seal

Exhibit 6
Filed Under Seal

Exhibit 7

**AMENDMENT TO
ATLANTIC COAST CONFERENCE
GRANT OF RIGHTS AGREEMENT**

This Amendment is entered into as of this ____ day of June, 2016, by and among the Atlantic Coast Conference, an unincorporated nonprofit association (the "Conference"), and each of the following entities: Boston College, Clemson University, Duke University, Florida State University, Georgia Institute of Technology, University of Miami, University of North Carolina, North Carolina State University, University of Virginia, Virginia Polytechnic Institute and State University, Wake Forest University, University of Pittsburgh, Syracuse University, University of Notre Dame du Lac, and University of Louisville (collectively, the "Member Institutions"), who are parties to that certain Atlantic Coast Conference Grant of Rights Agreement, dated as of April 19, 2013 (the "Original Grant Agreement")."

WHEREAS, the Conference is a party to a Multi-Media Agreement with ESPN, Inc. and ESPN Enterprises, Inc. (collectively, "ESPN"), dated as of July 8, 2010, as amended by the Amendment and Extension Agreement dated as of May 9, 2012, and by a Second Amendment to Multi-Media Agreement," dated as of June 24, 2014 (collectively, the "Original ESPN Agreement"); and

WHEREAS, the Conference has negotiated an Amended and Restated Multi-Media Agreement with ESPN (the "Restated Multi-Media Agreement") and a Network Agreement with ESPN. (collectively, the "Prospective Agreements"), which offer certain additional consideration to the Conference; and

WHEREAS, ESPN has informed the Conference that it will enter into the Prospective Agreements only if each of the Member Institutions agrees to amend the Original Grant Agreement to extend the term thereof, as provided herein;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The term "ESPN Agreement" in the fourth "Whereas" clause of the Original Grant Agreement is hereby amended to refer collectively to the Original ESPN Agreement and the Prospective Agreements.
2. Section 5 of the Original Grant Agreement is hereby amended by deleting the first sentence of the existing Section 5 in its entirety and substituting the following therefor:

"Term. The "Term" of this Agreement shall begin on the Effective Date and shall continue until June 30, 2036.
3. Except as specifically modified by this Amendment, the terms of the Original Grant Agreement will remain in full force and effect.

4. This Amendment is effective as of June 27, 2016.

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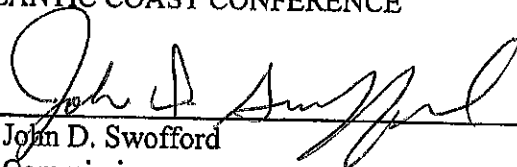
IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Amendment as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

THE CONFERENCE:

ATLANTIC COAST CONFERENCE

Dated: July 18, 2016

By:



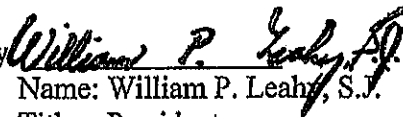
John D. Swofford
Commissioner

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

BOSTON COLLEGE

Dated: June 27, 2016.

By 
Name: William P. Leahy, S.J.
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

CLEMSON UNIVERSITY

Dated: June 29, 2016

By: James P. Clements
Name: James P. Clements, Ph.D.
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

DUKE UNIVERSITY

Dated: June 27, 2016

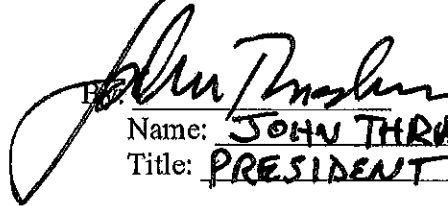
By: *Richard Brodhead*
Name: Richard H. Brodhead
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

FLORIDA STATE UNIVERSITY

Dated: June 28, 2016



Name: JOHN THRASHER
Title: PRESIDENT

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

GEORGIA INSTITUTE OF TECHNOLOGY

Dated: June 27, 2016


By: 
Name: G. T. PETERSON
Title: PRESIDENT

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF LOUISVILLE

Dated: June 27, 2016

By: 
Name: _____
Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF MIAMI

Dated: June 30, 2016

By: 

Name: Julio Frenk


Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

NORTH CAROLINA STATE UNIVERSITY

Dated: June 29, 2016


By: 
Name: Scott R. Douglass
Title: Vice Chancellor

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF NORTH CAROLINA
AT CHAPEL HILL

Dated: June 27, 2016

By: 


Carol L. Folt
Chancellor

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF NOTRE DAME DU LAC

Dated: July 12, 2016


By: 
Name: John I. Jenkins, C.S.C.
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF PITTSBURGH

Dated: June 27, 2016

By: 
Name: Patricia Gally
Title: Chancellor

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

SYRACUSE UNIVERSITY

Dated: June 27, 2016

By: *Kent Syverud*
Name: Kent Syverud
Title: Chancellor & President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF VIRGINIA

Dated: June 27, 2016

By: *Teresa A. Sullivan*
Name: Teresa A. Sullivan
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

VIRGINIA POLYTECHNIC INSTITUTE
& STATE UNIVERSITY

Dated: June 24, 2016

By: M. Dwight Shelton, Jr.
Name: M. Dwight Shelton, Jr.
Title: VP for Finance & CFO

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

WAKE FOREST UNIVERSITY

Dated: June 27, 2016


By: 
Nathan O. Hatch
President

Exhibit 8

FSU Board of Trustees Meeting Transcript starting at 53:00 08-02-2023.mp4

[00:00:03] **Peter Collins** So usually when we have our trustee meeting, we start with the message from the president because this is an impromptu we put him at the end. So, Mr. President, welcome. Just say that I have got we're going to sit down and talk about this. But I've been going through the president's been gone through his evaluation process. And I think everybody on here, you know, if they can put three thumbs up in the air for what you're doing, they would. But I look forward to going over that evaluation with you soon. But I'd welcome and interested in any thoughts or comments or anything that you'd like to discuss.

[00:00:44] **Richard McCullough** Well, thank you, Mr. Chairman, and thank you, board members, for being here. Thank you for passing the LBR and some of the things that we discussed today. I want to take the opportunity, given that we have members of the press here today, to say a couple of bullet points about Florida State University in general. We are we are a university on the rise. We've gone up 25 places in the rankings recently, a top 20 university. We've improved on pretty much every metric that you could ever imagine in the last two years under my presidency. Our freshman retention rate is among the best in the country. We have the same graduation rate for students. And whether you come from a privileged environment or whether you come from a challenged environment and won the APLU award a couple of years ago for student success. We are leading the country in student success. We have one of the lowest costs, lowest debt for our students providing access to the university. And as a first generation student myself, we have over 25% of our students are first generation. So we're a very special university in many ways. In athletics, we we also are have an amazing university. Our goal, as I always tell AD Alford is to win a championship in every single sport. And we're investing in that way, and that is our goal. From our football team, who went ten and three last year and to women's basketball, who were a couple injuries away from going deep into the tournament, to women's softball, we were in the national championship and women's soccer who were in the College Cup as a couple of good examples. This year is we have a lot of optimism about our amazing football team, a great coach, great returning group of people, student athletes, and we couldn't be more excited by that. Our Florida State University fans are among the best in the country. I don't remember the exact number, AD Alford of adults will correct me. 60% or 65% of our fans travel over 300 miles to watch a home game. Every home game. That's absolutely incredible. Our our viewership from 2012 to 22, we had 25 regular season games with over 4 million viewers, which is a hallmark in the media rights industry. And we're 12th in the nation in terms of the average regular season viewership. We we have an average viewership of 3.2 million viewers on average. We're one of the best media value teams in the United States. We in many ways, along with like Clemson and others, but help to carry the value of the media rights in the ACC. No offense to my colleagues, but that's just the that's just the numbers. And that's because we have some of the greatest fans in the entire world and the storied tradition of Florida State University. We currently, as you all know, face a very difficult situation. We we are seeing large media deals that have been made with places like the Big Ten and the SEC, which in many ways are creating. Maybe it's an exaggeration, but an existential crisis perhaps for Florida State University, as we will be \$30 million per school per year behind in our gap and conference distribution with our with, you know, contractual with contracts that are said to go through 2036. So this current situation presents a very difficult situation for us because we are investing and things like football, football, basketball bring in the most revenue which actually supports all the rest of the sports. Without increasing revenue we will face major challenges in being able to compete in football, as you know, the landscape is changing dramatically with our ability to compete in NIL, coaching salaries and attractive facilities to continue to build our brand and be competitive. And by the way, the waterfall of revenue falls down to support things like women's soccer and women's softball, so our sports will be and could be complete affected in a very dramatic way. We, of course, are not satisfied with our current situation. We love the ACC. We love our partners at ESPN. We our goal would be to continue to stay in the ACC, but staying in the ACC under the the current situation is is hard for us to figure out how we remain competitive unless there were a

major change in the revenue distribution within the conference in the ACC conference. So that has not happened. We have those discussions are ongoing at all times and continue to explore that that situation. FSU helps to drive value and will drive value for any partner. And but we have spent a year trying to understand how we might fix the issue. There are no easy fixes to this problem, this challenge. But we a group of us, many of us have spent literally a year. Chairman Collins, you can ask chairman Collins. I'll tell you, it's been a year that we've spent on this and we've explored every possible option that you could imagine because all options are on the table, AD Alford said many, many times to the press and to the ACC, and we continue to explore all of those options. The issue at hand is, you know, what can we do to allow ourselves to be competitive in football and get what I think, you know, selfishly, is the revenue that we deserve in our media situation. I think this continues to be a very difficult issue. There's a lot going on in the world of conference realignment that the with the pack deal imminent and lots of lots of things are going on. I would have to say that my current assessment of the situation after very deep analysis is that I believe the FSU will have to at some point consider very seriously leaving the ACC unless there were a radical change to the revenue distribution. I don't think this is anything that anybody hasn't necessarily thought of. But I wanted to make make that statement to the board and and happy to discuss it with you in this forum and answer any questions that you might have. Maybe I'll just ask AD Alford, if there's anything that you think I may have not said that would be important at this juncture or anything you want to add quickly before we open it up for questions maybe offered.

[00:09:48] **Michael Alford** No, sir. I think you'd stand the facts an and again, the conversations that we've had over the last year of evaluating all of our options. The only thing I would add is that this tell how deep we have gone into the research and with partners that we have gone out and spoken with to get all the facts, figures of all of our options and really evaluate it all to our best.

[00:10:18] **Richard McCullough** Chairman Collins. That that is my report. And happy to entertain questions if you want me to.

[00:10:23] **Peter Collins** I'm sure the trustees are going to want to ask some questions after that, and I'm happy to help facilitate that because anybody have any comments or questions of the president or the athletic director on what the president just talked about.

[00:10:41] **Trustee Weatherford** Chairman?

[00:10:42] **Peter Collins** Yeah, Trustee Weatherford.

[00:10:44] **Trustee Weatherford** Well, the question I had is actually a question, and you answered. So my line of questioning will probably be more of a statement. But I was going to ask the question to the president, to the chairman of the rest of the board. Simple question, fundamental question. Do we want to play games moving forward or do we want to compete? It's a really simple question, and I think I know the answer from from the board. And, you know, I thought the president did a really good job of laying out the state of play that we're currently in. But I've thought about this a lot as an ex player as now board of trustee member. And the simple fact is the costs are playing at the highest level is outpacing the ACC's ability to compete on a regular basis. I mean, it just is. And if you go back and look at how many wins ACC schools have had in the College Football Playoffs, right. Who other than Clemson has had, you know, meaningful wins. Right. I mean it's it's now a great to look into the future to be concerned more living in the present and there's reasons to be concerned about our ability to compete year in and year out. And you know, and some of those costs are really interesting. That may not be apparent, but cost of NIL is a -10 to 15% outside of the athletic department. Right. Money's going to be flowing outside of athletics and to collectives, coaches salaries have increased almost 10% year over year for a decade. AD Alford correct me if I'm wrong, I think it was 15% last year.

[00:12:32] **Michael Alford** Yes, sir.

[00:12:33] **Trustee Drew Weatherford** The cost of facilities, what it cost Clemson to build their football facility a few years ago is going to cost 30 to 40% more for us building ours. I know the chairman's laughing because he's in the middle of all of this. And meanwhile, not only does the SEC and Big Ten have such an advantage today as those conferences continue to get bigger, their TV, their next TV deal comes up before our TV deal guys. So they're going to pull further ahead when they cut their New Deal. Now that Oklahoma and Texas are in the SEC and USC and UCLA in the PAC 12 and you know the president throughout the \$30 million number. That's a big number. But multiply that by 13 years. We're talking about over \$400 million difference between what were the deficit between us and the school down the road. Not to mention a bunch of schools north of us, right? We're surrounded by schools that are going to have a \$400 million advantage. That's \$400 million. They're going to be able to invest into all of their athletic programs. Not to mention it's \$400 million. They don't have to go out and raise. Right from their boosters. Which, by the way, if you play this out, that's \$400 million. That's technically I'm not saying it's all going to end up in the collective, but \$400 million that they're not taking from their booster base and their alumni base, that technically, let's say 10% of that falls into the collective. That's a big number. That's going to be a really, really difficult thing to overcome. And I do think it's an existential threat. I use myself as an example just to, like, play this out from a narrative standpoint. I was the most diehard FSU guy in the world growing up. Coach Bowden came and spoke at my church when I was the kid I told everybody in the neighborhood for ten years that's what I was going to go do. I got an offer. I didn't take any official visits. I committed early, started recruiting and went. All of a sudden, some other school offered me \$1,000,000 to go play there. Unfortunately, I wouldn't have been a Seminole. Right, and honestly, I don't think anyone, you know, if it was \$100,000 or \$50,000 would be one thing. But we're talking about, you know, six figures in some case, seven figure deals. To go play. And that's what we're up against. You know, you can have a kid just like me today. I mean, there's going to be a school, many, many schools, you know, almost 40 to be exact, that are going to have way more resources than us. And so I do think it's an existential threat. And this is just one board member speaking. Unless something drastic changes on the revenue side at the ACC, it's not a matter of if we leave. In my opinion, it's a matter of how and when we leave. You know, and not everyone may agree with that, but I feel really strongly about it because I don't want to play games. I want to go for championships moving forward. That's before the state is about. And unfortunately, we're in a situation where money matters more than ever and you cannot compete without the resources necessary. So I apologize for the long diatribe, but obviously I feel passionate about this and and I agree wholeheartedly with your comments Mr. President.

[00:16:21] **Peter Collins** Anybody else have any comments?

[00:16:23] **Peter**?

[00:16:24] **Peter Collins** Yes Trustee _____.

[00:16:26] **Peter**, can you hear me?

[00:16:28] **Peter Collins** Yes.

[00:16:30] **Trustee Vivian de las Cuevas-Diaz** So hard to follow, Drew, but I'll try. I don't disagree with Drew. I guess obviously learning from a different angle and maybe with a legal hat, it's just that one side of me just doesn't understand how the ACC doesn't get the, the risk of us having to do what we don't want to do in my opinion. No, I don't think anybody at this table wants to be in this position to have to take the decision to go where we have to go. But and then the other thing I do want to say

is I do we all know I love football, but we all love our sports. So this is not a football decision. This is an athletic decision. And as much as it would hurt football, it would hurt all of our athletes as much as our men. It would hurt our women. And our women have been incredible, particularly always been these last few years. And we would hurt them. And as we all know, I think the other piece to this that that has been very interesting to me is that we're also competing always for mistakes or disadvantage. And what do I mean by, you know, we are copped as much as we have great legislatures and as much as they give us the money that they can, we compete with private schools that have huge budgets. So we have those pockets that we can't even compete with. And yet we do an amazing job. Some facilities as expensive as choosing to just build new facilities, it's just as expensive to maintain what we have. And we know we have facilities that we even have to start from scratch. So having this deficit, although is huge because of what we're talking about, but we are also looking at things that are just astronomical to begin with, to keep our athletic facilities at par without doing anything major. You know, to me, it's just. I guess to me it's just sad to have this conversation. And then part of it is, is as a fiduciary to this university, it's how do we do this eloquently, properly, and ensure that we put Florida State in the best sense possible when and if we have to exit, because we can't make it work. We just have to make sure we we do what's right by this university.

[00:19:00] **Peter Collins** Thank you. Trustee Vivian de las Cuevas-Diaz. Appreciate it. Trustee Alvarez.

[00:19:05] **Trustee Max Alvarez** I'll make it very quick. Sports is no longer an extracurricular activity at the university level. It's big business. So if you want to participate in big business, you need to invest accordingly. So we need to do whatever is necessary. First of all, we need to make the decision. We want to be in this business or not. And if we decide to be in this business, then we have to proceed accordingly, that we have to face it. This is big, big investment, and that's what it requires. So if we don't do that, then we'll just make the decision that we're not in. But this is big business. It's no longer a sport. It has nothing to do with the game. This is a this is a big business and this is an investment. So, nothing further to say, just that simple.

[00:19:50] **Peter Collins** Trustee Sargeant.

[00:19:53] **Trustee Deborah Sargeant** Yes. I think that we should really just believe in ourselves and our team and our coach and our program. I think we were all a little skeptical and and shell shocked in the beginning. But we have seen proof of the system that we have. It's a great one. And as much as we would hate to make some these types of decisions, it's with sadness that we do. We don't want to have to do that. But we also have to do we have to keep our lifeline going. And so we have to do what we have to do. But it would be with, you know, very humbling and in a way that we don't want to have to do this, but we have to do what it takes to compete. I think we just need to believe in ourselves and what we have. And if this is a game of chicken, I hope it's not. But I think we have a great team and a great program. And it's it's it's going to it's resilient because of the attitude of the coach, Coach Norvell. All hats off to him. And we just need to make the decisions we have to make that are our best put the mask on ourselves.

[00:21:12] **Peter Collins** Thank you. Trustee Roth.

[00:21:14] **Trustee Justin Roth** Thanks, Chairman, and thank you. And thank you to President McCullough and AD Alford. You guys over this last year, done an amazing job of both identifying the problem and really tackling this head on and trying to fix the problem both internally in the ACC and exploring other options. And I know it's been a lot of work and and I for one, and I think a lot of people on the board and probably you guys as well would have liked to seen a solution already under the current framework of the ACC, but I think as time has gone on, it seems more and more likely that a solution under the current TV deal and within the ACC is probably very unlikely. And so it

kind of leads us to what's next. And, you know, as President McCollough said, there is no perfect answer and there is no perfect solution here. And I think we would all love it every single plan and align perfectly. And tomorrow our TV contract ended and all three conferences or four conferences were offering us a deal and could figure out what we want to do. But no matter what we do, that timing is not going to that's not going to line up. And so I think for us, the alternative of just staying in this conference for the next 13 years and trying to wait for that perfect alignment of the of the stars is the equivalent of a death by a thousand cuts. And each cut is a \$30 million cut over the next 13 years. And it's one thing to take a \$30 million cut last year. It's another to take another one this year. But to do this for 13 years, as was pointed out, this isn't just about football. We have some of the best women's athletics, some of the best non-revenue generating athletics that will take a hit. And so I think just continuing on this path of trying to get the absolute perfect deal is going to get tougher and tougher. And just waiting is not the answer. I got to be also the I think it's not just applying to us, but the ACC as a whole. If the entire conference for the next 13 years, every single one of those schools is taking the same hit for the next 13 years, when the next TV contract comes up, we will be a third rate conference at that point. And so waiting this out and hoping that we get another contract and that's good in 13 years, one of us or one of the other schools in the ACC, is crazy. It's just not going to be there. And so I know we're running into a deadline of August 15th. I think it would be ideal if we could come up with something before that. Probably unlikely. I don't know. I don't know the details, but I don't think it's unrealistic for us to say as a goal for this this board and you, President McAllen and AD Alford, that if we don't have something now, that within the next 12 months we have an exit plan and we execute on it, whether it's a perfect solution or plan B or plan C, But I think our goal is university should be to to figure out how we exit this TV deal that we currently have in the next 12 months.

[00:24:18] **Peter Collins** Thank you, Trustee Sasser.

[00:24:20] **Trustee Bob Sasser** Yeah, I just. Everyone said all the things that I could think to say, but the president laid it out right in the beginning very well. And others have shared the same thoughts. We've been talking about this for a year Peter, and we haven't made any progress. And I think we just have to assume that it's it's the next moves in our court, basically. Trustee Roth said it very well, we went in, plan to do it, but it's not worth \$30 million a year at a disadvantage against the SEC and the Big Ten. We've done a tremendous job with great administration, terrific coaches, great athletic department. I think other than the \$30 million shortfall from the ACC, we're doing pretty well on the other revenue part of our of our sport. So it's not a downfall on FSU and Seminole boosters and alumni and fans and and the administration. Is this the \$30 million bad deal that we've got another 13 years on so we have to get out of that deal. I agree with Trustee Roth too, the other universities probably already thinking the same way. And you know I want to compete at the highest level, trust each other first, just like we always have. And frankly, we don't fill a stadium today except when we play Florida or we play Miami or the LSU game in Orlando is going to be packed, oversold. We we deserve to play the best and we deserve to play on a level field. So that's my thoughts on it. Mr. President, thank you for laying it out that way. I think everyone has the right thoughts on this. We know where we are. We've been talking about it for a year and we need to do something different. That's not going to change otherwise. Thank you.

[00:26:35] **Peter Collins** Trustee Gonzales.

[00:26:39] **Trustee Jorge Gonzales** As trustees, we're a fiduciary of this university, first and foremost. Which really means we have to do what's in the best interests of the university. To me, it's not personal towards the ACC. It's not personal towards any of the sister universities in the conference, but we have a major math problem. It's not a subjective assessment. It's a major math problem. And that problem really affects our student athletes and our coaches the most who work so

hard at representing us. So from my perspective, 100% support the president and the AD in terms of us pursuing all options. So from my perspective, 100% support that perspective. Thank you.

[00:27:19] **Peter Collins** Thank you. Trustee Henderson.

[00:27:25] **Trustee Jim Henderson** Yes, I think so many great things said. But if you look at the fiduciary responsibility, mentioned the fact that Title nine kind of goes out the door. Actually, if you look at our national championships in soccer and softball, in our and in our non-revenue sports and that Michael and others have built up so well, you know, they're going to be the first in the way of trying to deal with a budget that would not enable those sports to exist. So this is not just our revenue sports. It's this our entire athletic program. It goes without saying, but I think in terms of soliciting dues and looking at this initiative, it's broader than the revenue sport.

[00:28:15] **Peter Collins** I agree with that.

[00:28:17] **Trustee John Thiel** Chairman Collins. It's jumped the. I would just add one thing. We've built a legacy. We've earned the right, our media presence, our ability to put eyeballs on games and create unique experiences nationwide, not just in the state of Florida. It's just we've earned the right. So we would, you know, again, as a fiduciary, we would be falling down our job if we didn't capitalize on the legacy that was built by so many before us.

[00:28:47] **Peter Collins** Well said. Well, as you know, the president and AD Alford have been working on this every single day. We've. We can, then we're probably going to come back to you pretty soon with with some some some more conversation on this. It's tough in in the public environment. We had a room full of people there. I'm sure there's a bunch of people on on the simulcast. It wouldn't be tough to run up at any other kind of company like this. But we're going to. So I know I can't update you all as much as possible, but AD Alford can and the president can, and we stay within the sunshine. But I don't personally, and I said this last night and some comments that I made. I am personally really proud of the AD Alford and the president for the for the work that they put in this last year. And I haven't wavered a bit in making sure that Florida State was, you know, the most important thing to take care of. And, you know, we've taken some hits on that. We've taken some hits from some of our sister institutions and brother institutions in the in the ACC and other people. I don't know what they want us to do, though. We've got you know, it's it's it's we got to we got to fight for ourselves. And I thought. You know, we. I thought put it great trustee, Weatherford. I think that we don't want to play games. We want to compete. We can compete. We are competing. But when the gap gets that big, you know, as I said before, it's insurmountable. I think I said at the last meeting in February, I said, it's almost impossible. And AD Alford said it's impossible. And he wasn't wrong. And so they're focused on it, and I'm focused on it with them. And we're. I appreciate everybody's comments. I appreciate that. Yeah. The the the thoughts on the university and what we want to do. And I think that there's pretty clear alignment between the AD and the board and the president on this. And so we're working hard on it, as you know. And we'll be back to you. Can be sooner rather than later.

[00:31:23] **Richard McCullough** Mr. Chairman. May make one more.

[00:31:24] **Peter Collins** Yes. I'm sorry. I didn't mean to cut it off, but I was going to call you and AD Alford a last shot here.

[00:31:31] **Richard McCullough** No, it's. It was perfect timing. Thank you. I just want to pick up on one of the points that was made by Trustee Sasser. You know, I don't know if this board knows it or not, but the Bush organization is is the is one of the best fundraising business organizations in the entire country. It's a it's a model. As we go around to other universities, they hear about we hear about

them emulating what we've done and what AD Alford and Steve Bonner built up and the team is really, truly amazing. And I could show you a list of universities that are, you know, football powerhouses and we way outraise them in terms of what the boosters contribute. So in the last 12 years, this year, the boosters raised more money in the history and since we've been keeping track of it in the last 12 years. Yeah, there was one year that when Michael was in charge of it, there's just a couple million dollars less, very close. I don't want to take that away from you, but they had a record, a record year. So it's not like to trust your a point, which is a really important one. It's not like they're raising \$10 million a year and then we can we have 70 million that we're leaving on the table. They raise \$77.7 million this year, which is incredible. And so, you know, I think maybe we can do more, but it's not like we're going to be able to raise an extra \$60 million on top of that. So it's a great point by you, Trustee Sasser. I think that's important. And one of the reasons so important is because, like you said, it's not like we're leaving a lot of money on the table here that we can just go after. And the things that we the opportunities that we have to make more revenue for athletics, we're all over that and have a plan. So we're working on that as well. But thank you all very much to the trustees for all your comments. I really appreciate it and and thank you for all of your support. So thank you, Mr. Chairman for allowing me to make a few more comments.

[00:33:58] **Peter Collins** Right. Thanks, Mr. President. AD Alford, you have any thing you'd like to say?

[00:34:03] **Michael Alford** Yes. I really want to thank you, Chairman. I really want to point out and tell you how much I appreciate the comments that were made, but truly appreciate the recognition of the other 19 sports. The other 18 sports are female athletes because we pride ourselves in having the very best resources, providing the very best student athlete experience that we possibly can, that we're here an educational mission to guide these these students, to perform in the classroom, to perform in their sports, to go out, perform in the community and represent us well and really guide them. So when they go back to their hometowns, they are going to be great citizens and have that learning experience because this is the most impressionable time of their lives while they're in college. And without those resources to provide these opportunities for them, we would be failing in our mission. And I just want to really thank the board for pointing that out, for recognizing how important that is for all of our sports, that we're able to provide these these winning edge resources to them in life. And with that, it comes with financial responsibility that we need to provide. All right. I appreciate comments. Anybody else? Before we move on from this. Like I said, we'll be back to you. Perhaps sooner rather than later. But we'll be back to you soon. I I'm going to just open it up to the trustees. Anybody have any anything else that they want to talk about? Anything you want to. Anything bothering you and anything that you didn't feel like I said today? Okay, before we adjourn, here's a list of upcoming dates. Obviously, Labor Day weekend, FSU, LSU, it's a it's a board of trustees away game. So you guys have all gotten a package from a mom from Heather on that. We're all looking forward to it. I know I am. Our next regular in-person meeting is going to be Thursday and Friday, September 7th and 8th. That's the Southern Miss game weekend. We'll meet on Friday, November 10th in Tallahassee. It's a one day we'll do a one day meeting like we did before. And that's the Miami game. The reason why we're going to do one day is it's I think it's Veteran's Day and the universities closed in. So it's difficult to get a couple of days there. But we need it at the meeting for for different reasons. The Board of Governors Trustee Summit and board meeting will take place November 8th and 9th on UCF campus. Remember the bog? They like the trustees to come to the trustees summit. I'm just going to leave it at that. Do with that what you will. Bog and then we'll follow up with some details, registration details later. The spring meeting dates in Tallahassee are January 31st and February 1st. That's as we discussed at the last meeting that coincides with the Seminole evening reception and FSU day at the Capitol, where I'm going to impose on you again to go around and and knock on some legislators doors during session the will. And we're going to we're still working on details. I know there's a couple of you active with Heather and Marissa and Jimmy on details for the spring retreat. And so I appreciate your efforts there. And we'll be back to you probably at the

next meeting. What we'll have a little bit more detail. Thanks to the staff for preparing our meeting this week. I know it's a pretty quick agenda, but it was a lot of work. You know, there's been months and tons of hours that have gone into that legislative budget request, months that have gone into the whole planning and DSO discussion. And I do appreciate General Counsel Eagan boning up on her unknown law. And I just again, I appreciate the time that everybody puts into it. You know, there's a lot at stake and we're all Noles and we want the best for the university. And I just appreciate the passion and I appreciate the effort that you all bring to it every day. But if there's nothing further, then we will adjourn the meeting and we'll see you at LSU. Thank you.

[00:38:42] Well, thank you, Mr. Chairman. Thank you. Thank you, everyone. Have a great day. Bye.

Exhibit 9

Peter Collins Interview – 8/1/23

(<https://www.youtube.com/watch?v=j45549BVN0s>)

Tom [09:07:08] Good evening, everyone, and welcome to a special WarChant TV presentation, a live interactive chat with the Chairman of the Florida State University Board of Trustees, Peter Collins. Tonight's program is going to run in two parts. First, a Q&A headed by our managing editor, Ira Schoffel, you can see at the top of the screen, followed by an interactive chat in which Chairman Collins answers questions that you may have in our WarChant TV community. So, I know you're typing away right now in the chat and you're all dying to ask Peter about how soon Florida State can extend its Grant of Rights through 2050, with the current conference that they are in. I promise we'll get there soon enough. Feel free to drop those questions in and we'll start siphoning through those. But for now, my name is Tom Lang. I'm your host who is serving more as a moderator. I'm going to turn the floor over to Ira Schoffel to officially welcome in the man of the hour, the Chairman of the Board, Peter Collins. Ira?

Ira [09:07:57] Yeah, thanks for joining us, Peter. We when we started talking about doing this, a few, I guess, I mean, we've been talking off and on for a couple of months about doing this. We finally set this date and, you know, there's been some reports out there recently that probably a lot of people are going to want you to talk about. But we're going to also talk about some big picture topics, your tenure as Board of Trustees Chair. And this is, you know, kind of a great experience for the fans to kind of hear directly from you, who runs the you know, you're the President or President of the Board of Trustees and also kind of help direct the athletics program along with Mike Lawford and the staff. So, thanks for joining us, Peter. How are you doing?

Peter [09:08:33] I'm great. It's good to see you again, Ira and Tom. And remember, you are signing off. Last time you asked me if I would do this again, and I said, maybe we'll do it when after Coach Norvell wins eight or nine games. And so, he won ten. So, I had to come back.

Ira [09:08:53] We hold you to it. We hold you to it. So, you two, you became you join the well, you've been part of the Board of Trustees for four longer, but you became the Chair of the Board of Trustees almost two years ago, a year and a half to close to two years ago. You recently re-upped for another two-year term. The Board had to nominate you and elect you as Board Chair for another two-year term. Did you have any idea what you were getting into when you agreed to be Chairman of the Board the first time?

Peter [09:09:18] I had I had a lot more hair back then. It was, yeah, I did. You know, I had been on the board of the FSU Foundation for nine years. I had chaired the endowment for a few years. I had been on the board of the business school for a few years, and I certainly felt like I knew FSU. I felt like and I knew a lot of the Board of Trustees members and saw the interaction between the Board of Trustees and the rest of the university. So, I, I knew what being a trustee entailed. I did not know what being Chairman of the Board entailed or the time that it would take. And, you know, like my predecessor before me and probably a few more before him, you know, everybody brings something different, and everybody has a different approach, and everybody has a different idea of what their role should be. And I know I don't know that I'm more active. I don't. But I spent a lot of time on it. It's much to the chagrin of some of my people here at the office. I spend a lot of time on it and but at the same time, I'm an alumni. It's a passion. And you want to be able to make an impact and you want to be able to do what you think is right for the for the university and being in this position is, probably outside of being the President or the Athletic Director, or maybe it's a couple other positions, it's probably the most impactful position that you can have. And so it's meaningful. And I care about the university deeply. I have a passion for it and so, it's a lot of work, but it's a labor of love at the same time.

Ira [09:11:11] So you and I think when we spoke last time, you talked about how, you know, before you kind of started taking these leadership roles, you know, you're an alum, you've got multiple degrees from the university, huge, passionate fan. You were there in the early nineties when the program was really kind of ascending. But you know, you were like a lot of fans. Like you had your opinions and sometimes strong opinions about what might be happening or what should be happening. But you didn't necessarily always have the information available. Now that you're in the seat you're in and you have that information, like how different is it in like, how do you handle when you get comments and calls from friends and, you know, people giving you advice on what you should be doing when they don't have all the information? Like how different is that perspective and and how do you handle that?

Peter [09:12:00] First of all, you got to understand that at all. Everybody that calls or emails or texts me or writes, I get letters. It's 2023. I still get letters. It comes from a place of passion. And I appreciate that if they didn't care, they wouldn't be reaching out. Not everybody's calling to complain. Not everybody's, you know, got an ax to grind. Some people just they're frustrated about particular things. You know, the hardest the hardest thing I get is from friends of mine or acquaintances of mine that want to get their child into FSU. And it's a lot different than what I went to FSU and, you know, sometimes I have to deliver bad news, and everybody thinks that I I'm I got the magic touch or the magic bullet. And I don't you know, the first two questions that I ask people are, you know, what's their GPA and what's their S.A.T. or ACT score? So, I understand everybody's passion. I understand the criticism. I understand frustration. As I said last time, I go through all those myself on a daily basis: frustration, exhilaration, depression, you know, excitement, etc. And so, it's, I don't mind it a bit. And occasionally you get a few people that are just a little unruly. But that's okay. I mean, it's it's it's a small, small percentage.

Ira [09:13:41] So again, like going back to when we spoke over a year ago, around a year ago, you talked about the commitment that force they was going to make to athletics, the financial commitment. And you guys have put your money where your mouth was. I mean, you guys are expanded the staff, you've given raises and extensions, rewarded the success of the football team at the ten-win season last year. You guys have invested in other athletic programs as well. When you look back at these first year and a half to two years and looking ahead like what what are you proud of that you guys have done is administration to support, you know primarily the football program but athletics in general?

Peter [09:14:19] You know, it's a good question. I think, as I said before, all of us have a passion for excellence. The President has a incredible passion for excellence. So does Michael Alford, all of our coaches have a passion for the university, have a passion for excellence. And, you know, it's it's difficult to it's difficult to weigh resources at the university. We have 20 sports at the university and at any given time, somebody is thinking we're not devoting enough time or resources to a particular sport. But at the end of the day, there's a couple of sports that drive revenue and drive profitability that make us that give us the ability to do the other sports. And it's and so it's imperative, important and imperative that we invest in those sports and football was one of those sports where we were really good for a long, long time. And we lost our way a little bit. And some of your members might say we lost our way a lot of bit, but we lost our way a little bit and it was important to us coming out of COVID and with a new coach, new President, new Athletic Director, there was a lot of alignment on the thought that we had to invest in and in some of these sports in a in a much bigger way. And I think you're showing you're seeing that that that's showing dividends. And it's it's sort of like what's wrong with, you know, some of the conferences today. It's just it's it takes a lot of resources and Florida State does a really good job of raising money outside of, let's say, the TV contracts. And if you take our budget outside of we take the TV contracts out of it and you put a say in the Big Ten, I mean, we're probably I think we're fourth in the amount of money that we generate in the athletic department. Same thing in the SEC. A lot of people don't realize that, but we raise a lot of money, but

it takes a lot of money, and it takes a commitment to somehow to to sometimes thinking, well, we've got to we've got to do this and we'll be successful not like where we have to get successful and then we can do this. And so, I think that that's really where the alignment is with the President and the Athletic Director and the Board of Trustees that we feel like that if we make the investment, it, it will it will happen. And that hasn't always been the case. And different people bring different things to the table in that respect. And so, we're certainly, as I told you before and you just asked, we've spent we've devoted a lot of resources not only to the football program, but in other programs, but in the football program specifically, we have devoted a lot of resources. And we've taken our budget. I think we're top 15 now. Maybe maybe 12, 13 in the country now. We're spending and we weren't there before, and we are there now.

Ira [09:18:03] Talking about the passion that the passion for excellence from you and Michael Alford and the the trustees and the whole athletics part of the university. That was evident at the Board of Trustees meeting in February where you and some of the other trustees discussed the future of Florida State and how it aligns with the ACC. Obviously, Mike Alford made more comments and there was the spring meetings in May, which were by all accounts pretty contentious in the beginning. And then they came out as the reports came out, that several of the schools are having discussions about the future of the ACC and then coming out of the meeting, everybody's kind of trying to hold hands and and Jim Phillips, the Commissioner, made some comments last week about things being in a better place now. As you look out for Florida State, and I think I quoted you in an article a few months ago saying that your your task is to look out for Florida State and not anybody else's. How does that align with the ACC's possibilities? Because, you know, look, the reality is, you know, the ACC has got a tough situation. They've got this Grant of Rights till 2036. They don't make anywhere near as much money as some of these other conferences are going to make. So, how do those things align? And I know they've talked about the uneven revenue sharing and things like that, but but but how can can those two things align?

Peter [09:19:18] Well, it's a good question. You know, there's a there's a gap is an understatement, right? Like between some of the conferences and, say, the Big Ten or the SEC. And the question is, is that insurmountable and what is insurmountable mean and I think today when you think about what we're going to, where we're going to be next year with the SEC and the Big Ten relative to what we make, like I said, if you took our non-conference or not, take that TV revenue out of it, you know, we're fourth, I think in both conferences and the amount of revenue that we generate. But once you throw the TV contract in, that that gap is, is massive and when the gap gets that large, you know, is it insurmountable? And I think I said at our con, in our meeting in February that, you know, it's almost impossible to make up that gap. And I think AD Alford offered said it's impossible and he's not wrong into you know, our boosters are doing an unbelievable job. All right. Everybody is doing a great job of fundraising at the University. And but we're going to be \$30 million, \$35, \$40 million behind the other conferences. And so that's an insurmountable gap that you have to do something about. And I'm not I'm not breaking any news there, I don't think. And look at everybody in the ACC is in the same situation. It's not just Florida State. It just happens to be that, you know, our, if you put our budget in the in the ACC, I think Virginia topped us in 2022 by maybe \$100,000.

Ira [09:21:23] Right. I think it may be, it may have been an accounting thing. Also like, oh.

Peter [09:21:26] You know, who knows? They made about some money for some project, but when when you have the budget, we do, and then you have the TV revenue being it's probably the smallest percent, smallest percentage relative basis of the other schools in the conference. It's a small, smaller percentage, a small percentage of our overall budget. You know, there's different or I would say there's different motivations for some of the other schools. You know, if a school has a \$60 million athletic budget and they're getting \$42 million from the ACC, yeah, maybe that's not that bad. But if

you've got \$120 million budget and you've got, you're getting \$42 million in the ACC, it's a totally different story.

Ira [09:22:20] So, you know, one of the things that Mike Alford brought up at the meetings and well, I do think that there was some consensus to some degree was they did compromise the idea of uneven revenue sharing. But on the, on the success on the field side, their to success initiative I guess and so, if you, if a team or a school wins a football national championships or or goes to a playoff or wins the ACC, things like that, there might be a higher payoff. One of the things that you guys, when I say you guys, Florida State, has been really beating the drum on is that you know the television contract shouldn't necessarily be based on success. It should be more based on eyeballs and ratings. And you guys have put together plenty of research about how Florida State draws compared to other schools. And I made the analogy I made in the column I wrote was that, you know, the Rock may not be the best actor in a movie every year, but he gets paid the most because he brings people to the theater. And I feel like that's the argument Florida State would make. I don't know that anybody else in the conference is going to agree to that. And so, as you guys have tried to make that case, do you feel like or you guys speak in different languages, is there any future for anything in that, in that realm?

Peter [09:23:34] So, I don't know that we're speaking different languages, but as I said, you know, different schools have different motivations, just like I care more about Florida State, other schools, you know, care about themselves. But I would say that you have to, you have to, you have to include a lot of factors in when you start talking about unequal revenue distribution. And it's a hard topic, right, for schools because, you know, we've we've operated it this way for a long, long time. And we're really being forced into this position because, you know, we're talking about this insurmountable gap because this gap has grown. And nobody I don't think anybody really saw it coming, you know, maybe four or five years ago. You just didn't see it coming. And then when the Big Ten went out and did their job deal and the SEC went out and did their deal and suddenly overnight, it's like, wow, that's that's incredible. And so, then the other schools, when you go to the other schools and say, look, you know, we're spending X, you're spending Y and we're competing at this level and you're not, it becomes, you know, it's a touchy subject. Right?

Ira [09:25:02] Right.

Peter [09:25:02] And sometimes people don't want to admit that they're not really investing in in football or the sports that really drive the revenue. But at the same time, they're like, hey, you know, all for one and one for all. And, you know, we've got this collegial body, which we love and appreciate, but in today's market, and especially when it comes to the revenue producing sports, it's it's, you know, it's that's too simplistic a view. And so, I think the uneven unequal revenue distribution model, it's not going to get us there. It's just really not going to get us there. If you, let's say that the unequal revenue distribution model is it gives for a state, let's say, \$6 million more a year. Okay, well, now we're not losing \$35, we're losing \$29 million a year to our competitors. Did it, is that that's still you could argue that's still insurmountable. And so, I don't think that under the current way that people are looking at it, that we're going to be close to the gap with an unequal revenue distribution.

Tom [09:26:26] Peter, I've got a question for you, if I may, just following up on that. The answer about ability of the gap or the impossibility of the gap, however you want to phrase it, be it like in the board meeting or subsequent conversations. In terms of the runway before that gap becomes too, it becomes too little, too late to act. I don't know if you want to put a ballpark figure on it. I'm sure this is something that you discuss all the time. Or when is it too little, too late for Florida State to act relative to now in terms of trying to make that gap as small as possible or to just catch up to the competition outright?

Peter [09:27:03] I'll answer that this way. I'll say that that's a good question because it's when we talk about that and I don't know, you know, to some people it's five years. To some people it's tomorrow. So, you know, there's a difference of opinion there when you get enough people involved in those opinions and I don't know what that answer is. I really don't. And I think it's made more difficult by NIL. NIL is really driving some of this, too. There's so many changes, right? A. You've got the conference revenue distribution or the conference revenues. But then on top of that, you have NIL and I think we've done an amazing job at Florida State on the NIL front. But again, other schools are getting \$30 or \$40 million more than we are. And you know how many years can you go before that, before that difference starts showing up on the field? I don't know the specific answer to, but it it's not till 2036, right?

Tom [09:28:19] Yeah.

Ira [09:28:21] Well what we we talked about the reports that are out there. There's so many reports out there and what qualifies as a report anymore is anybody's guess. I mean, anybody that can log into Twitter can can make a report.

Peter [09:28:33] I see them too. I see it on my _____, like, wow, is that real? Like, you know.

Ira [09:28:39] Well, that's and that's kind of.

Peter [09:28:41] Where do they get this stuff?

Ira [09:28:41] And that's kind of what I want to ask you about is like, you know, there's been reports that, you know, Colorado is leaving the PAC 12 to go back to the Big 12 and like the day before the Colorado President is, you know, apparently or they're you know, they're endorsing that they're good where they're at. And then a day later, they're gone. And and you see, you hear rumors and see reports. And how do you, I know you and Mike Alford and your staff have to be observing and paying attention to what's going on out there. How difficult is that, knowing whether or not people are telling you the truth and then whether or not what's out there is a truth? Because because it's all interrelated. I mean, what's happening with all these schools, all these conferences is somewhat related. How do you guys juggle that?

Peter [09:29:21] Well, first of all, you can't trust anything you see on Twitter, right? That I know for sure. I believe about—I hate to say this, but maybe 15% of what I see on your channel. All right. I don't know. I, it's all noise. It's just all noise. We're focused on what we're focused on. We're focusing on executing against what we think are achievable goals. The President's focused on it, Michael Alford's focused on it. And you just sort of have to let that stuff just whatever, you know, I see, I saw this thing yesterday. I forget even who put it out, but it was about, you know, we were fraudulently induced and, you know, it was wonderful reading. It was very interesting. You know, I think if I gave it to five different lawyers, they'd give you five different opinions on it. So, you know, there's information out there, but is it, is it information that is verifiable? Is it information that's actionable? You know, who knows? Like I said, we're just, we're focused on a certain set of variables and focused on how we can achieve success in those variables. And the rest of that stuff is like, you know, I don't know, it's just noise.

Ira [09:30:55] So another one of the comments, Jim Phillips made at the ACC kickoff last week was that, you know, right now the conference is basically in third place. He felt like solidly in third place and in you know, and you've said the gap is too big as it is. And we can all have our opinions about whether or not there are places where they need to be in a third place conference. But but even if it's third place right now, the Big 12 is making moves, obviously lots of moves and it seems to be there. Our objective is to to become the the third conference. And so how does that part of it? You know,

yeah, you do have to pay attention to what's happening there because now you might have another conference with more schools, including another school in the state of Florida, UCF, who you know, will be, could be possibly making more money from TV than than you guys are.

Peter [09:31:46] You know, again, they're going to do what they're going to do. They're going to add the teams that they're going to add. People are going to move the move from those conferences. You know, I got five different reports about what the actual PAC 12 number was today. And, you know, who was leading and who wasn't leading and who's available on the, you know, again, you can't worry about that. You have to worry about some of it because it's chess. Right. And there's certain play certain positions on the board that you don't want to relinquish. And there are certain positions that you want to go get. But I don't, I don't really focus and I don't think the ACC is necessarily on what the Big 12 is doing. We're focused on doing the best thing that we can for ourselves right now. What the Big 12 does doesn't really, it's not what they do today isn't going to impact us today. Maybe it impacts us down the road, but if we're doing the right things and taking care of what we need to, you know, we should be protecting ourselves against that. So yeah, it's a long way around saying, I don't really want to comment on what the Big 12 is doing.

Ira [09:33:07] Right.

Peter [09:33:07] I guess it's PAC 9 now, what the PAC 9 is doing. I think that we're going to do the best thing that we can for Florida State and and and hopefully, you you know, down the road people will look back and said, yeah, they made the right decision. You know, there's enough people looking back now and saying, we made the wrong decision. But hopefully they'll look back and said, yeah, they made the right decision.

Ira [09:33:32] And I know you you know, you can't I mean, you know, you're number one interest ahead again thanks again for taking the time to talk to us and talk to the viewers and our subscribers and people they're watching on YouTube.

Peter [09:33:44] You gave me an out. I was like, wow, you know, you don't have to do this. It's just for the Board of Trustees. Now, there's going to be a lot of crazy questions. I'm like, look, I'm going to tell you what I can tell you.

Ira [09:33:53] Right.

Peter [09:33:53] I'm going to tell you right up to the point where I think what I tell you might impact negatively impact what we're trying to do. And that's the line I won't cross.

Ira [09:34:05] And that's a perfect intro to the last question. I was going to ask you before we kind of turn things over to some of the questions we ask. And I've got some more questions as well, but we'll see kind of what the viewers want to ask and how that goes. And we'll kind of go from there. Tom might have some as well. But on that topic, you know, there is a Board of Trustees meeting tomorrow and it's probably going to be the most viewed, no matter what you say in the next 30 seconds or a minute. It might be it's a virtual meeting is probably the most viewed FSU Board of Trustees meeting maybe in the history, depending on the, the February one probably set some high marks as well. Do we need to be watching that meeting tomorrow? Does this, I know there's not really anything formally on the agenda that says we're talking about this topic or the future, but I'm not sure it was outlined in February either. So, what are you expecting any of these topics? Athletics, big picture to be on the agenda tomorrow?

Peter [09:35:00] I'm expecting we're going to get some questions about it from some of the trustees. Obviously, everybody sees this. First of all, this meeting has been planned for a while. And it, you

know, we had some some some things that we had to get done and approve or take action on for either the legislature, you know, they give us deadlines for certain reports or certain activities. The Board of Governors gives us certain deadlines for reports and activities, and we just couldn't fit some of these things in by the time of our last meeting. And so, we had to set this separate meeting. So, this is, it's not a meeting that we called to to address conference issues. That being said, we do have sunshine. And so, the trustees, you know, I don't know what the President's going to say. He might address it tomorrow. I don't know how many questions that the trustees will have if it comes up, but I can tell you we don't have an action item on this tomorrow.

Ira [09:36:09] Right.

Tom [09:36:11] Well, what we'll do at this point here _____ TV is take just a quick break to mention some of the great promotions we have at _____ and give Mr. Collins a moment to take a sip of whatever beverage he's working on right now. And Ira, to do this.

Peter [09:36:23] I'm still drinking water. I'm I'm at my office.

Tom [09:36:26] We were hoping you were cracking champagne, but that's okay. Water will do. Some things that you should know about Warchant right now. We've got an outstanding sale. It's on three network wide, 25% off an annual subscription to Warchant at \$1 for one month. Right now, you want to try us and you want to see what's going on between Florida State in the recruiting trail, Florida State football as a top five recruiting class in the country right now, doing yeoman's work in the 2024 recruiting class. You want to talk more about, I don't know, conference realignment or you want to talk about fall camp. You can do that \$1 for one month to get Warchant a shot 25% off an annual subscription. And remember the benefits of being a Warchant member, including 10% off all garnet and gold purchases, which is pretty cool and tomorrow night, coming up on this channel is a private video show in which Warchant members only can talk to Warchant staff calling it Ask Warchant Anything. So that's a reminder: head over to the website Warchant.com. It'll always be free here on Warchant TV. Hit the like button under the video and subscribe to the channel. It's absolutely free. So that's all the provisos. Now we get to the interactive part of the show tonight and Peter, we start, if you don't mind, on the Warchant.com Message board. We've got a question from the boards. I know that you love the message board community. Perhaps you've been a _____.

Peter [09:37:43] For over 20, 20 plus years. I love them.

Tom [09:37:45] There you go. Well, you had a quote attributed to you accurately months ago about the Grant of Rights. And it was kind of a bombshell, I think I know, which I'm, you know, of which I'm speaking. So, this is from _____ Excuse me, who says, "Define good handle on the Grant of Rights." So, you can peter.

Ira [09:38:08] _____ better luck than I did.

Peter [09:38:09] Oh, first of all, all those is better, way better than Gator 188. They got the last time. What is that gatorperk?

Ira [09:38:17] Gator _____.

Peter [09:38:19] Has he changed his name yet?

Ira [09:38:21] I'm not sure.

Tom [09:38:21] He's steadfast, he's sticking to it.

Peter [09:38:23] I thought I shamed him into changing his name last time.

Ira [09:38:27] He's keeping a low profile at least.

Peter [09:38:29] So you would be very disappointed in us if we didn't spend a lot of resources, financial and human resources, understanding the Grant of Rights. You would say that it was, you know, it was sort of malfeasance if we didn't understand the Grant of Rights. So, when I say we have a handle on the Grant of Rights, we understand that the documents very well. We understand our position in on those documents. We understand the legal arguments on those are in that document. We understand who the actual parties are would be under the that those documents and we believe we have you know, I think that I said it best. I mean, we have a very good handle on what our risks are under that document, what our opportunities are under that document. And that's the least of my worries, and that's based on what we know. So, when I say we have a good handle on it, I mean, we understand it. We have gotten a lot of counsel on that document and that will not be the document that keeps us from taking action. And that I'll I'll leave it at that.

Ira [09:40:10] I want to follow up on that real quick, because one thing I've noticed, you know, as a reporter, we are observers and one thing I've observed is the tenor nationally, like six months ago or beyond, when a lot of college football media experts like us, the two experts you're talking to right now would say things like the Grant of Rights was, you know, ironclad. Nobody can move 2036. There's nothing that can change. Like everything's and it seems like those talking points are kind of faded a little bit. Is do you do you.

Peter [09:40:45] I would agree with that.

Ira [09:40:47] Right. It seems like that's. Yeah, I guess we can leave it there.

Peter [09:40:52] I would I would agree with that. And I know that's not going to satisfy some of our viewers. But like I said, I'm going to go right up to the point where I think any more comments would impact what what we're trying to do for Florida State.

Tom [09:41:07] Well, in that sense, what we'll do, Peter, is ask a lighthearted question, then we'll circle back maybe to something a little bit more serious.

Peter [09:41:13] Good.

Tom [09:41:14] This is from ____.

Peter [09:41:16] I get a break every other question.

Tom [09:41:18] Right. And a gator Kirk did put in the comments, and I have not changed my name. Mr. Collins. He's disrespectful in his response, but he said.

Peter [09:41:25] Let's go, man. Come on.

Tom [09:41:28] Brad asks, and this is self-serving, I'll grant you. But again, it's a bit of a breather, Mr. Chairman, excluding present company, who's your favorite Warchant personality, who you got?

Peter [09:41:37] Oh, you know, that's a tough one. I don't think I can answer that.

Ira [09:41:41] It's like choosing your favorite child, right?

Peter [09:41:43] I think it's a tie. Yeah, but almost everybody else. How about that? Is that a political answer? Well. Well, I got to say that I love Corey.

Ira [09:41:54] Don't say that.

Peter [09:41:55] I love Corey.

Ira [09:41:57] His.

Peter [09:41:57] But I love Dot. I mean, how can you not love Dot, a genius? Incredible. You know, that is probably a tie, but I'd have to give it to Dot because he started Warchant. So, you know, he's the goat.

Ira [09:42:12] Right.

Tom [09:42:13] Fair answer. Okay, so for the more serious question, to the best of your ability that you can walking up that line, how would you define the options before Florida State at this point? How would you best define them for the near term, the midterm, however you want to define it?

Peter [09:42:29] Complicated. How about that?

Tom [09:42:34] That that certainly stands to reason. So, do you are do you find yourself looking more the near term or the long term at present when you're having conversations with people from the university?

Peter [09:42:47] So, look, it's a it's a critical decision and it's it's one of those decisions that you can't be afraid to make a tough decision even if you don't know exactly how it's going to turn out. And I would tell you that the President and the Athletic Director and the Board, we realize that we can't know every outcome of every decision. We can only make the best decision with the information that we have. And I think that all of us recognize that there's paralysis in analysis and that there's no, you know, there's no risk free decision. We're going to certainly be judged by any decision we make for a long, long time. Whether that's good or bad. But we have to be willing to make that tough decision and be willing to take what comes from that. And I think that the leadership of the University is certainly willing to make a tough decision and take what comes from it. What that is today, I'm not going to tell you, but it's the work we've done, a lot of work, and I would say that we've done a lot of work going back to last July, I would say that this effort didn't necessarily start in earnest with Oklahoma and Texas, but it probably started in earnest with UCLA and USC and we have been working on understanding everything that we can, getting the best advice that we can for a year. And we are not going to, we are may, we're going to make a very educated decision. But I, I can't tell you today what that decision is going to be. But I can tell you that it will be made with the institution in mind and knowing everything that we can know. But everything is not knowable.

Tom [09:45:14] Make sense. Out of curiosity, where you like the rest of us in the sports loving world when the announcement for USC and UCLA came down or you just gobsmailed at the way the rest of us were.

Peter [09:45:26] Yeah, I remember it. I remember it vividly. I was at the beach. It was 4th of July weekend, I think it was July 2nd or July 1st or somewhere around there. And I remember vividly and I remember being I remember it ruining my July 4th. I was on the phone a lot and there were a lot of people at the University on some a lot. And but I was so proud of the President. I was so proud of Michael Alford because there was no hesitation. It was like, all right, here's what we got to do. Let's

start, you know, let's let's let's start getting into this and there hasn't been a minute's waiver since then. And so, yeah, to use your words, that we were a little gobsmacked, but I really proud of what came out of that that weekend and I'm proud today looking back on it, what we've done.

Ira [09:46:25] I was going to yeah, I was just going to so on a topic as you you're doing research and you talked about the castle you guys had to look at the Grant of Rights and just all the opportunities and challenges and involved and also the agreements and what possibilities are out there. How would you classify Florida State's prospects in terms of, you know, whether or not what kind of options there are for Florida State and and what is it more than maybe you expected or what kind of what's that process been like? Has it been eye opening about where Florida State stands in the big picture or how would you classify it?

Peter [09:47:11] I think we have great prospects. I don't think there's by every measurable media statistic, we're a valuable commodity, by every measurable fan statistic, we're a valuable commodity, by every measurable market statistic, we're a valuable commodity. You know, I think people at Florida State sort of went in their shell a little bit and lost a little belief in Florida State when we went from Jimbo to Willie and then to to Mike's first couple of years, you know, the value of our brand and the value of of the Seminole Nation is strong and, you know, there's a reason why while we were still not performing well on the field, we were the first game of the year. Right. There's a reason why before we had a ten-win season last year that we were doing the game in Dublin. There's a reason why we were doing the game against LSU last year first, after coming off a five and seven season and a fan base, sometimes I think that that lose heart a little bit and I'm I don't lose heart and I think we're in a great position we have a lot of options we're very attractive and I like our position in going forward, I like our prospects and I, I don't have a bit of hesitancy about our prospects.

Tom [09:48:56] There's a lot of questions right now in the Warchant TV community that are circling around the same things that we've been talking about. But this is a bit of a different spin. This is from Ed Bagley, who asks how is Florida State progressing towards attaining AAU status at present?

Peter [09:49:10] So that's a great question because it's one that the President certainly focused on and the Board is focused on. You know, AAU is a research designation essentially. It's the top research institutions in the country. It's not necessarily the top universities in the country, by and large, is top institutional or at the top research institutions are the top schools in the country. They are. But it's a research recognition and the designation. Florida State has 80% of the research dollars out there today are from the National Institute of Health, NIH. We get very little money from the National Institutes Institute of Health because it's about clinical research. We have not, through our medical school, done clinical research. You know, we've had we had our hands tied when we created the medical school, when we got to medical school 22 or 23 years ago, one of the agreements we had to make to get it was, okay, well, you're not going to do clinical research because some other universities, you know, they were doing clinical research and we just didn't want to compete with them. And so, we'll do about \$390 million this year in research expenditures. And when you consider that maybe 10% of that, maybe 15% of that is NIH, it's amazing what we're doing. That all change two, two legislative sessions ago, we got \$125 million from the legislature to create FSU Health. We're going to build a new building on the campus of Tallahassee Memorial Hospital, and we're going to use we're going to start doing clinical research. We have been working really, really closely with TMH. We're working on a separate initiative for FSU Health in the Panhandle and building our presence there. We're talking with the Mayo Clinic in Jacksonville and doing things there. And so, by any ever any metric for a university outside of research, we certainly qualify for AAU status or a top 20 institution in the country where our one university doctoral programs, Academy of Science members in National Academy of Science members, etc., etc., etc. We're we're a top university. It just so happens that because of the way our our medical school's new and because of the way it was formed, we had a hand-tie behind our back. That the hands are no longer tied. And I would tell you that I fully expect

us to be in the AAU within the next five years. I'd like to say next year, but it's going to take a while for that clinical for us to that clinical research. Remember we got \$125 million from the legislature, but that's to build the building and call that the car. Well, now any gas in the car, we need people riding in the car and we need luggage in the trunk. And that takes time. And so, I'm saying five years, I'd like to do it before that. But we're making a lot of progress. We've made unbelievable progress. The FSU Health is probably outside of Bobby Bowden coming to Florida State, FSU Health will be one of the most transformative things that's happened at Florida State in its history.

Tom [09:52:42] We're talking to Chairman of the Florida State University Board of Trustees, Peter Collins, here on a special Warchant TV presentation. If you're just joining us, welcome aboard, please hit the like button underneath the video and subscribe to Warchant TV. It's absolutely free. Talking about the big issues relating to Florida State and specifically Florida State Athletics. This question comes from Robert Dee in a final 10 to 15 minutes that we have here with Chairman Collins, Robert asks, what are the stated goals? And this is a broad question, Peter, to take it where we like to go. What are the stated goals as you see them right now? I'm going to assume Robert's talking about athletics and what are their respective steps to execution the way that you and the Board would like to see things executed?

Peter [09:53:23] Well, the stated goal is excellence. The unstated goal that comes from the excellence is national championships or, you know, maintaining a very, very high level of performance on the field and in the classroom. So, it's excellence. That's the stated goal. Now, some people define excellence differently. Some might say, oh, you know, ten-win seasons, five years in a row is excellent. But if you haven't had a national championship in that five years then that, then you didn't get excellence. You are just very good. I don't know. I mean, when we were five and seven, three and whatever, I mean, I think people would have said ten, ten wins was excellent. So, it's it's all relative, but it's excellence. And what was the second part of the question?

Tom [09:54:20] What are the steps necessary to to achieve it?

Peter [09:54:24] I mean, it's just commitment. It's a commitment to that. And commitment comes in time, money, execution, you know, it's what are the steps to being an unbelievable golfer, what are the steps to being an unbelievable softball player or football player? It's commitment and it's determination. And I think Ira and Tom, nobody has could say over the last two or three years that we haven't had a commitment to excellence or a dedication or a desire for it. And so, you know, it's not like there's ten steps and they're written on some tablet somewhere about how you get there. But it's it's a mindset. And, you know, Coach Norvell has a a pyramid as a picture in his office of a mountaintop and you know, it says, you know what I think it says nobody got there by falling on top of the mountain. You have to climb that mountain. And so, yeah, that says it all to me. I mean, it's it's about the it's about the effort and it's about the commitment and the desire.

Ira [09:55:46] Can I interject here, Tom?

Tom [09:55:46] Yeah, absolutely.

Ira [09:55:47] So I think thing, you know, the standard philosophies or thoughts about college athletics ten years ago, certainly 15, 20, 30 years ago, you know, geography seemed to matter. I think we're starting to see the geography doesn't matter as much, at least in football in the present term when you see, you know, Southern Cal and UCLA going to the Big Ten and some of these other changes, just do you almost have to take that out of the equation as you guys are looking at long term future? You know, is that geography important anymore in college athletics or does it all come down to basically, you know, the finances?

Peter [09:56:28] A. It comes out of the finances, but B, you know, I think I and some of the other Board of Trustees and I'm certain I know the President and Michael Alford, you know, we all had the same conversations. Would we rather go to a local game the in the SEC relatively local or do you want to get on a plane and go wherever? So, the regional characteristics, you know, are real. But I think we view that sort of through a traditional lens, and I'm not sure that that applies today. There's a lot of reasons that I'd rather stay local and be regional, but as I said, it comes down to the finances and it comes down to getting the most out of the parts that you have. And if that means that it's it's a broader scope then okay, because at the end of the day, we need resources to compete and we're going to we're going to do whatever we can to have the most resources to compete. And if if that means that we're not going to play every game within 3 hours, okay. But it could mean that we we are I don't know. I don't know that I don't know what those resources look like yet. So, we'd have to see the resources. But I it's not a limiting factor, let's say at that.

Tom [09:58:14] Last couple of questions on my ends one from the chat here Michael L, I wonder if that's Michael _____. But is wondering, well, this decision, the decisions that Florida State has to make and the upcoming 18 months or sooner, couple of years, impacts stadium size and the plans for the stadium _____ Campbell?

Peter [09:58:33] No, we feel like we have a good plan. We like our plan AD Alford and the boosters have worked really, really hard on that plan. I feel great about it. The Board feels great about it, President feels good about it. So, none of these decisions are going to impact what we do at the stadium.

Ira [09:58:54] Just clarify for Bill. I'm sure most of the people watching this know the background, but if you don't like a lot of schools, Florida is actually kind of downsizing the seating for the stadium and the project right now is to make it more comfortable, make it more, more amenities, bigger seats, chair backs, more suites, more seating options, which is going to bring the stadium size down some to you. Some people don't like that. They want to see 80,000, 90,000, a hundred thousand. That's kind of the opposite of the industry is kind of going the other way where people want to have better seats, bigger seats, better viewing and amenities. So, that's what we're talking about there. And Florida State is in the early processes of of going in that direction.

Peter [09:59:34] You know, I know how early or we are we're is on. Yeah. And you know as I said in my last time that we did this, we've already broken ground on the football facility. We're doing all the infrastructure work. We've approved a financing for it, you know, the states approved the financing for it. We're going to we're starting construction right after football season, but we're getting all the infrastructure work done. We're going to do something on the stadium. We're committed to it. We have to do it. And, you know, I get I get some calls from friends of mine and saying, hey, I'm losing my seats. And I'm like, well, you have an option, right? There is there is another option, but we are going to shrink the stadium and we're going to increase the revenue. And it's not because we just want to raise prices just because people want a different fan experience. You know, it's like I'm a Boy Scout. I was an Eagle Scout. I used to go camping. Well, I guarantee you, if we camp the same weight today that we kept 30 or 40 years ago, I probably wouldn't like camping today. And and there's a lot of people that, you know, don't want to sit on a metal bench right. They want creature comforts and they're willing to pay for those creature comforts. We have three pricing levels in the stadium today. We need a lot more pricing levels in the stadium because people want to pay that. And I know that sounds a little harsh, especially to those people that might be displaced from their seats, but we can't be excellent and be cheap. And you know that that's fact of life. And so it does the finances matter as you as you asked earlier, the finances matter.

Tom [10:01:27] Last thing I have our last question, obviously, for you or last couple, but for Peter, I appreciate the time. First of all, this has been a lot of fun and very informative. And my last question

is just kind of about the coaching staff behind the scenes. I know that Michael Alford deals with them more on the ground day to day, but I mean, if you go to Warchant.com right now, Peter there's a thread on realignment that's over 2 million views strong. People are geeks about this stuff. Do find that the coaches, be it Mike or others are like the rest of us out here in the world just wondering you know these are huge decisions for Florida State, what's next. Do you find that maybe you get emails or calls or texts about those things from coaches?

Peter [10:02:06] You know, I can honestly say this. I haven't gotten one text or cut a call or comment from a coach about what we're doing. And so specific conference, they're focused on being the best that they can be against whoever, whatever team is across from them on whichever that day, which is how they should be. Where we play, who we play doesn't matter. It's it's being the best that we can be. And whether that's going to be good enough no matter who we are lined up across. So I haven't gotten one call, one text. It was so funny. I got a text from a coach. Probably. It's fine that you asked that question. I got a text from a coach at 5:03 p.m. tonight. Just checking in. We're excited about the season and excited about this, excited about that. And no mention of anything else, right? They're just ready to go out and be excellent. And I love that.

Ira [10:03:07] I think they will probably be in subtle trying to help you read your conversation where you think gives well.

Peter [10:03:14] Maybe.

Ira [10:03:15] I have to tell you last questions for me. One is, you know, you look at, you know, the situation that we this is a weighty situation that Florida State's in, that you're in, the administration is in, because you are making decisions that are going to affect Florida State 20, 30 years down the road, the decision to sign the grant of rights and re-up the grant rights was a decision that will be discussed for four years in the future. And what you guys do, like you said, will be discussed the future. Like how good do you feel, though, after the research you guys have done all the work you're doing that in five years or ten years or whatever point, how good you feel about the future for Florida State versus what some people look as a perilous situation if something doesn't change?

Peter [10:04:02] I feel really good. You know, the the weightiness of your question isn't lost on me and and we talk about that and I'm an Alum. I've been a fan of Florida State since I was probably nine years old. I'm 54 this year. I'm 55 this year. So I've been a fan a long time and I care deeply about what happens to Florida State. But I can say the same thing for the President who's not an Alum and I can say the same thing for Michael Alford, who's not an Alum. They care deeply about what happens to Florida State, as does every member of the Board of Trustees, every member of the Board of Trustees is a Nole, maybe, maybe not our maybe one, is it, but 12 out of 13 are. It's something that that's what drives me every day and that's what drives the President and the Athletic Director every day is that we care deeply about what happens is this institution. Mike Alford didn't go here but he has a really good history of of not a knowledge of Florida State. You know, the President didn't go here but and and came from a series of private schools but he grew up in a state school. And so he connects with the fiber of a state school and certainly connects with the fiber of being a Seminole, as does his wife. And she's a crazy fan. So I feel really good about our prospects, especially knowing how hard people are working on it, and that we have the best interests of the institution at heart. I would love to tell every fan what we're doing tomorrow. Today I can't do that. But I can tell you that I feel very good about where we're going to be. And we're working every single day on making sure that that becomes a reality.

Ira [10:06:24] The last thing we need is a score for the LSU game.

Peter [10:06:29] Oh, man, You know, last year shouldn't even have been that close. We got some issues at the end of the game. I'll tell you a quick funny story and I don't know how much time we have that.

Ira [10:06:39] We got out in the world.

Peter [10:06:42] So there's about 5 minutes left in the game. I was at the game, President was at the game, Michael Alford was at the game. And the President wanted to go down the field that we're up, I think about ten. But there's five or 6 minutes left and I've been to enough Florida State games, right where we were whipping the hell out of Miami for three and a half quarters, and we lose the game. I'm like, Yeah, it's like, let's go down the field. I'm like, let's let's, let's wait a second. And I'm like, you know, a minute goes by and he's like, Let's go. So we go down there and we're down on the field for 30 seconds and they score. And I'm like, I'm looking at him like, really? And then we have a whatever happened on that one yard line. And so I don't think that game, you know, everybody talks about, oh, you know, the way we barely beat them. Okay, We barely beat them, but we were beating them handily until the last till some crazy stuff happened. Yeah, I think they got better as the year went on. And certainly they won the SEC West and there formidable team. But I think we're a formidable team and I don't think it's going to be as close as it was last year. I think we're going to score more than 24 points. I would say we're going to score at least 31 and I like our defense. So, you know, 8 to 10 points we win by.

Ira [10:08:10] All right, sounds good.

Tom [10:08:13] That sounds like the under I think not that I know that we're going to talk betting here on the Florida State win by a couple of scores.

Peter [10:08:21] By the way, you didn't take the over last year, Tom. When I said eight or nine wins, you didn't take the over. You just said, well, I think the gauntlet's been thrown down. And _____ going to win 8 or 9 games.

Tom [10:08:32] That might be.

Peter [10:08:33] go over.

Tom [10:08:34] I'll have to check a tape on that. But I was pretty boisterous on a Daily show we have, as the optimist, got to take a look at that. It's fair point.

Peter [10:08:41] You need to go back and look at that you did not take the over so all the Warchant fans out Tom was not a believer.

Tom [10:08:48] Just by how much less you've been every step of the way. I'm going to take your word for it before I even check the tape. Go ahead Ira.

Ira [10:08:54] No, I was going to give you a vote of confidence. Tom You were a you may not have been in that conversation, but in general you are you were looking to ten games. You were looking at those one time, and they certainly did. Like Peter said, you know, ten years ago or 2014, 2015, 2016, ten wins, didn't feel all that great. Ten wins felt pretty pretty darn good for the fan base I think last year.

Tom [10:09:15] Yeah.

Peter [10:09:15] Yeah.

Tom [10:09:16] Is it the, go ahead.

Peter [10:09:17] I would just say this. You led this off, Ira, by saying that I signed up for two more years and this has been the best thing outside of meeting my wife and having my kids. I got to put that in because I think she might be watching. This is the most impactful thing that I've done. And I just want everybody to know that everybody on the Board of Trustees takes it unbelievably seriously we're working really hard on it, the President's working really hard on it, the Athletic Director's really working hard on it, the administration is working hard on it. And everybody wants the best for Florida State and some things might have not happened as quickly as some people would like. But there's there's a reason behind that. If it's not happening to your liking, but it's not because we aren't working on it and it's not because we're idiots or it's because we don't know what we're doing doing it. It's a little bit it's a little complicated, right. I was telling somebody the other day, it's like it's like being blind folded, put your hand in a bag of spiders and trying to pick out a specific type. It's it, it's complex.

Tom [10:10:40] Well, one thing I will say in closing, we'll echoed the sentiments of immaculate Warchant TV is as much respect to the chairman, how many others in his position would have taken the time for this interview at this point in what Florida State is doing? That's the gist of the comment, and I think Ira and I both echo that. Peter, we are grateful for your time tonight. Thank you very much for making more than an hour for us to discuss a critical moment in history of Florida State Athletics.

Peter [10:11:04] Happy to do it. I love what you guys do and keep doing it.

Ira [10:11:07] We appreciate it. Well

Peter [10:11:08] To all your members donate. Go to the Seminoleboosters.com and donate \$70, \$7, \$1, \$70,000 I don't care but donate. Money makes money matters. And if there's a bunch of members who are who are paying members a Warchant and you're not a booster, don't tell me that when you see me.

Ira [10:11:33] And just to tack on to your public service address for people who don't know if you're watching this or your a Florida State fan, but you're not a donor, you can donate to the program overall to the general fund or you can donate to specific sports. They have coaches clubs, as Peter said, the Seminole boosters' website has all this information, all the different options. Then of course know you mentioned NIL earlier, there's some NIL organizations, battles in Rising Spear, a couple others as well that support Florida State as well. So I'm sure those people are looking for our contributions as well.

Peter [10:12:06] Yeah.

Tom [10:12:07] This concludes the Warchant TV special here, A Night with Peter Collins, the chairman of the Florida State Board of Trustees. Be sure to tune into Peter tomorrow. He'll be on a certain stream somewhere else around 3:00 in the afternoon. But for Peter and for Ira, my name is Tom Lang. This has been a pleasure and we hope you enjoy more of Warchant.com's content to come from this conversation because there will be more of it and more Warchant TV's as well. As we conclude. And again, thanks to everybody in the chat for making it happen. And Director Ben behind the scenes, until next time. This has been a Warchant TV special. Thank you all and goodnight.