

FNB CORP/FL/  
Form 8-K  
February 26, 2013

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

February 21, 2013

F.N.B. Corporation

(Exact name of registrant as specified in its charter)

Florida

001-31940

25-1255406

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

(I.R.S. Employer  
Identification No.)

One F.N.B. Boulevard, Hermitage,  
Pennsylvania

16148

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

724-981-6000

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))



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**ITEM 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS**

On February 21, 2013, F.N.B. Corporation ( Company ) entered into a new Employment Agreement ( Agreement ) with Vincent J. Calabrese, the Company s Chief Financial Officer. The material terms of Mr. Calabrese s contract are as follows:

**Term.** The Agreement commences on the effective date and will expire on the second anniversary of the effective date except that the agreement will renew for an additional year on the anniversary of the effective date and each anniversary thereafter unless either party gives notice with intention not to continue the agreement.

**Salary, Bonus and Benefits.** The Company will continue to pay Mr. Calabrese a base annual salary and he will be eligible for an annual cash bonus based on performance and calculated as a percentage of his base salary. The Company will pay Mr. Calabrese the bonus within two and a half months of the close of the Company s fiscal year at the same time it pays bonuses to other executive officers, but in no event later than the end of the Company s first fiscal quarter. Mr. Calabrese will be entitled to receive any employee benefit plan made available by the Company to its employees generally including awards under the 2007 Incentive Compensation Plan.

**Termination Payments.**

**Death.** If Mr. Calabrese s employment is terminated as a result of his death, the Company will pay any base salary and unreimbursed expenses due to Mr. Calabrese until the date of his death and will pay to Mr. Calabrese s legal representative any death benefits provided under any benefit plans.

**Disability.** During any period that Mr. Calabrese fails to perform his duties as a result of incapacity due to physical or mental illness, the Company will continue to pay his base salary, bonus and other benefits, offset by any payments Mr. Calabrese would receive pursuant to a disability benefit plan maintained by the Company, until his employment is terminated. If his employment is terminated due to disability, the Company will pay Mr. Calabrese his base salary, any unreimbursed expenses and benefits provided under the benefit plans due to him through the date of termination. Additionally, if Mr. Calabrese s employment is terminated due to disability, the Company will continue to pay Mr. Calabrese his base salary until the one year anniversary of the termination of his employment less any payments Mr. Calabrese would receive pursuant to the disability benefit plan maintained by the Company.

**Termination for Cause or for other than Good Reason.** If Mr. Calabrese s employment is terminated for cause as defined in the Agreement, or if Mr. Calabrese terminates employment for other than Good Reason, as defined in the Agreement, the Company shall pay Mr. Calabrese his base salary and any unreimbursed expenses due to him through the date of termination.

**Termination Without Cause or for Good Reason.** If the Company terminates Mr. Calabrese s employment Without Cause, as defined in the Agreement, or Mr. Calabrese terminates his employment for Good Reason, as defined in the Agreement, the Company will provide Mr. Calabrese the following payments and benefits:

1. Base Salary through the date of termination and all other unpaid amounts to which he is entitled as of the date of termination, including accrued and unpaid vacation;
2. Base salary for thirty-six (36) months following the date of termination;
3. 1/24<sup>th</sup> of Mr. Calabrese s average annual Bonus, as defined in the agreement, for thirty-six (36) months following the date of termination;

4. Mr. Calabrese will be eligible to continue participation for himself and his eligible beneficiaries in the Company's group health plan on the same terms as active employees for a period equal to the lesser of thirty-six (36) months following the date of termination or from the date Mr. Calabrese or his dependents first become eligible for coverage under any group plan of another employer.

Other Key Provisions. The Agreement contains a non-competition provision and a non-solicitation provision, that provide that during the term of the Agreement and for a period of two years following termination of Mr. Calabrese's employment, Mr. Calabrese is prohibited from working for a competitive enterprise, as defined in the Agreement, within any market area where the Bank conducts business.

A copy of the Agreement is attached as an Exhibit to this current report on Form 8-K and is incorporated by reference. The description in this report of the Agreement is qualified in its entirety by reference to the Agreement.

On February 21, 2013, First National Bank of Pennsylvania ( Bank ) entered into a new Employment Agreement ( Agreement ) with John C. Williams, Jr., the Bank's President. Other than as set forth below, the contract is materially the same as Mr. Calabrese's except the severance benefits described are for a period of 24 months.

A copy of the Agreement is attached as an Exhibit to this current report on Form 8-K and is incorporated by reference. The description in this report of the Agreement is qualified in its entirety by reference to the Agreement.

#### **ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS**

Exhibits.

10.1 Employment Agreement dated February 21, 2013, between F.N.B. Corporation and Vincent J. Calabrese

10.2 Employment Agreement dated February 21, 2013, between First National Bank of Pennsylvania and John C. Williams, Jr.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

F.N.B. Corporation

*February 26, 2013*

By: *Timothy G. Rubritz*

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*Name: Timothy G. Rubritz  
Title: Corporate Controller*

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Exhibit Index

<b>Exhibit No.</b>	<b>Description</b>
10.1	Employment Agreement dated February 21, 2013, between F.N.B. Corporation and Vincent J. Calabrese
10.2	Employment Agreement dated February 21, 2013, between First National Bank of Pennsylvania and John C. Williams, Jr.