

EMPLOYMENT AGREEMENT

The Ohio State University ("Ohio State") and Urban F. Meyer ("Coach") agree as follows:

1.0 Employment

1.1 Subject to the terms and conditions of this agreement, Ohio State hereby employs Coach as the head coach of its football team (the "Team"). Coach represents and warrants that, to the best of his knowledge as of the date hereof, he is fully qualified and physically fit to serve, and is available for employment, in this capacity.

1.2 Coach shall be responsible to, and shall serve at the pleasure of Ohio State's Director of Athletics (the "Director") and shall report directly to the Director only and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also confer with the Director or the Director's designee, and reach mutual agreement, before Coach promises to award any athletic scholarships to Coach's current or prospective student-athletes. Coach shall also be under the general supervision of Ohio State's President.

1.3 The parties recognize that the Director is responsible to Ohio State's President for the operation, review and periodic evaluation of the entire athletic program at Ohio State, including the football program. Coach recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control over every aspect of such program. Coach agrees to recognize and respect those relationships and the organizational structure of Ohio State. Within that structure, the Director and Coach shall mutually cooperate to implement the purposes of this agreement, and Coach shall support and comply with the Director's efforts and instructions regarding any such review of the athletic program.

1.4 Coach shall have sole responsibility to manage and supervise the Team and shall perform such other customary duties which are consistent with his status as the head football coach of a top tier Division 1-A program, as the Director may reasonably assign.

1.5 Coach agrees to represent Ohio State positively in public and private forums and shall not engage in conduct that reflects adversely on Ohio State or its athletic programs. Coach shall perform his duties and personally comport himself at all times in a manner consistent with good sportsmanship and with the high moral, ethical and academic standards of Ohio State and its Department of Athletics.

2.0 Term

2.1 This agreement is for a fixed-term appointment commencing on November 28, 2011 and terminating, without further notice to Coach, on January 31, 2018. The parties intend that, unless extended in accordance with the terms hereof, this agreement shall cover employment of Coach as head football coach for the 2012, 2013, 2014, 2015, 2016 and 2017 intercollegiate football seasons (including pre-season, post-season and championship play) and recruiting for such seasons, as well as preliminary recruiting for the 2018 season.

2.2 This agreement is renewable solely upon an offer from Ohio State and an acceptance by Coach, both of which must be in writing and signed by the parties. This agreement in no way grants Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at Ohio State.

2.3 The Director shall evaluate Coach annually and will discuss the evaluation with Coach.

3.0 Compensation

3.1 In consideration of Coach's services and satisfactory performance of this agreement, Ohio State shall pay Coach:

- a. Base salary at the rate of Seven Hundred Thousand Dollars (\$700,000) per year. During the period beginning November 28, 2011 and ending January 31, 2013, the base salary shall be payable as follows: (i) Two Hundred Fifty Thousand Dollars (\$250,000) for transition purposes in the December 31, 2011 paycheck; (ii) Thirty-Seven Thousand Five Hundred Dollars (\$37,500) per month during the period beginning December 1, 2011 and ending November 30, 2012; and (iii) Fifty-Eight Thousand Three Hundred Thirty Three Dollars and 33 Cents (\$58,333.33) per month beginning December 1, 2012 and ending January 31, 2013. Thereafter, Coach's annual term of the agreement shall be February 1 through January 31 and Coach's annual base salary shall be payable in substantially equal monthly installments in accordance with normal Ohio State procedures. Coach shall be eligible to receive base salary compensation increases, as approved by Ohio State's Board of Trustees, on or after February 1, 2013;

- b. Ohio State shall pay Coach an additional, one-time transition payment of Two Hundred Fifty Thousand Dollars (\$250,000) upon execution of this agreement;
- c. Ohio State shall also make an annual contribution in the amount of Forty Thousand Dollars (\$40,000) to a defined contribution plan maintained by Ohio State and intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") (such plan hereinafter referred to as the "DC Plan") on December 31st of each year that Coach is employed as Head Football Coach beginning December 31, 2012;
- d. Such normal employee benefits as Ohio State provides generally to its senior administrative and professional staff, subject to the terms and conditions of any applicable employee benefit plan, program, policy or agreement; and
- e. Such normal employee benefits as Ohio State's Department of Athletics (the "Department") provides generally to its head coaching staff, subject to the terms and conditions of any applicable employee benefit plan, program, policy or agreement.

3.2 Media, Promotions and Public Relations. Ohio State shall also pay Coach compensation in consideration of Coach's services related to the media, promotions and public relations. Coach recognizes that the local and national media interest in the Team and the football program in general is extremely high. In order to satisfy such interest, Coach understands that he shall use his reasonable best efforts (schedule permitting) to make himself reasonably available for interviews and other outside appearances.

Coach agrees that Ohio State shall own all broadcasting and telecasting rights to all live and recorded coach's shows, call-in programs, post-game and pre-game interviews, highlight shows, replay shows and other programs (hereinafter called "Programs") that may be offered currently or in the future on media outlets, including but not limited to, radio and all forms of television, internet, satellite, cable, broadband, high definition TV, DVD, video cassette, wireless & video-on-demand. Ohio State shall be entitled, at its option, to produce and market the Programs or negotiate with third parties for the production and marketing of the Programs. Notwithstanding the foregoing, it is agreed that Coach shall have the right (provided that Coach receives prior approval from the Director in accordance with Section 4.4 hereof) to participate in certain ventures that, in Ohio State's reasonable, good faith opinion, do not conflict or compete with the Programs contemplated hereunder, such non-competing ventures may include, without limitation, instructional videos and

shows, motivational programming and documentaries, provided that such ventures do not violate Ohio's ethics laws or other laws or University Rules¹.

Coach agrees to work with Ohio State in an effort to make the Programs successful. Subject to the demands of scheduled Team practices and games, Coach agrees to provide his services to and perform on the Programs and to cooperate in the production, broadcasting, and telecasting of the Programs. In particular, Coach agrees to provide his services to, and perform to the best of his ability on, the following Programs:

- a. A live weekly head coach's radio show on which Coach personally appears, of up to one hour in length, to be broadcast each week beginning the week before the first football game of the season and ending the week after the last game of the season, including any post-season game in which Ohio State plays;
- b. A daily head coach's radio show, consisting of a taped interview with Coach, of up to ten minutes in length, to be broadcast each day beginning the Monday before the first game of the season and ending the Friday after the last game of the season including any post-season game. The exact time and location of the taping of such show shall be mutually agreed upon between Coach and the producer of the Programs;
- c. A pre-game radio show consisting of a taped or live interview program with Coach, up to twenty minutes in length, to be broadcast prior to each football game broadcast over the network. The exact time and location of such interview program shall be mutually agreed upon between Coach and the producer of the Programs;
- d. A post-game radio show consisting of a live interview program with Coach or one of his assistant coaches, up to twenty minutes in length, to be broadcast following each football game broadcast over the network. If Coach does not personally appear on the post-game show, Coach agrees to make available an assistant coach from the football coaching staff;

¹ "University Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitution, and any and all amendments, supplements, or modifications thereto promulgated hereafter by The Ohio State University, including, without limitation, its President and Athletic Director, or by the Board of Trustees of The Ohio State University.

- e. A weekly television show (live or taped) on which Coach personally appears, of up to forty minutes in length, to be broadcast on the game week or the Sunday following each football game as well as a pre-season show and a post-season show (a minimum of 11 shows per season), currently titled "Buckeye Football Weekly" or other weekly television show to which Ohio State may license its rights during the term of this agreement. The exact time and location of such show shall be mutually agreed upon between Coach and the producer of the Programs;
- f. Participate, as mutually agreed, in providing content (which may or may not ultimately be used) to Ohio State's football website (with a current domain name of "Coachurbanmeyer.com") to either Ohio State or Ohio State's current third-party rights holder of such website. The parties recognize that Ohio State owns the domain name "Coachurbanmeyer.com" and that Ohio State agrees to promptly (upon request by Coach) assign at Coach's sole cost all of the rights in such domain name to Coach at the termination or expiration of this agreement; and
- g. Any other programs or appearances or any reasonable modifications to the above appearances that the parties mutually agree upon, although this does not create any additional obligation(s) of Coach unless the parties otherwise mutually agree (if the parties mutually agree, then such additional obligation(s) shall continue through the end of the applicable football regular and post-season).

Ohio State shall use its best efforts to negotiate with RadiOhio, Inc. ("WBNS") to schedule the shows set forth in paragraphs (a) through (g), if necessary, to accommodate scheduling conflicts due to Coach's coaching duties.

In addition, Coach agrees to perform all other duties as reasonably requested by the Director of Athletics in an effort to make the Programs successful. Coach also agrees to, and hereby does, assign to Ohio State or its then-current rights holder of one or more of the Programs all right, title and interest in his name, nickname, initials, facsimile signature, likeness, photograph, and derivatives thereof, and his picture, image and resemblance and other indicia closely identified with Coach (collectively the "Property") in connection with the Programs. The assignment includes, but is not limited to, intellectual property rights under any and all trademarks and copyrights and any applications therefore which have been obtained or filed, or may be filed in the future with respect to the Property (all intellectual property registrations to be owned solely by Ohio State). Coach further agrees to, and hereby does, assign to Ohio State the Property associated with all previously broadcast, recorded or stored

Programs. Nothing contained herein shall limit Coach's ability to use the Property in activities not associated with the Programs (subject to the approval provisions of Section 4.4. of this agreement).

It is understood that Coach shall not regularly appear in any regularly-scheduled radio broadcast on radio stations other than WBNS and the affiliates of the Ohio State Network (collectively "Other Radio Broadcasters"), and shall not promote or endorse Other Radio Broadcasters or their programs. In addition, Coach shall not appear in any other regular television coach's show, call-in show or interview show. Coach agrees that he will make a reasonable effort not to appear live or on tape at the time that any of the coaches' or game shows are being broadcast on WBNS and/or the Ohio State Network or at the time that the football coach's show or the weekly football highlight show is being broadcast on television. This shall not prohibit Coach from appearing in routine news media interviews from which Coach receives no compensation, or from appearing in any other media (consistent with this agreement). Ohio State's Athletic Communications Office will make reasonable efforts to assist Coach with these obligations.

In exchange for these services, Ohio State guarantees that Coach shall receive compensation during his employment as Head Football Coach with Ohio State at the rate of One Million, Eight Hundred Fifty Thousand Dollars (\$1,850,000) per year. Such compensation shall be paid as follows:

- (1) For the period of November 28, 2011 through January 31, 2012, Ohio State shall pay Coach the amount of Three Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Four Cents (\$308,333.34).
- (2) For the period beginning February 1, 2012 and ending August 31, 2012, Ohio State shall pay Coach One Million Seventy-Nine Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$1,079,166.67) in substantially equal monthly installments and in accordance with normal Ohio State procedures.
- (3) For the period beginning September 1, 2012 and ending on January 31, 2013, Ohio State shall pay Coach Twenty Thousand Eight Hundred Thirty-Three Dollars (\$20,833) in substantially equal monthly installments and in accordance with normal Ohio State procedures. In addition, Ohio State shall contribute Seven Hundred Thousand Dollars (\$700,000) to the DC Plan on January 31, 2013 (or in more frequent installments as determined by Ohio State in its sole and absolute discretion). Notwithstanding the foregoing: (a) to the extent that the Code limits or prohibits such contributions from being made to the DC Plan, Ohio State shall contribute such amounts to a defined contribution plan that is a nonqualified deferred compensation plan; and (b) if Coach is not employed as

Head Football Coach on January 31, 2013, the aggregate contribution to the plans described in this Paragraph 3.2(3) shall be equal to Seven Hundred Thousand Dollars (\$700,000), multiplied by a ratio, the numerator of which is the number of days Coach was employed as Head Football Coach for the period beginning on September 1, 2012 and ending on January 31, 2013, and the denominator of which is 153. Coach shall reimburse Ohio State for any fees and/or expenses up to Ten Thousand Dollars (\$10,000) relating to the establishment of the defined contribution plans described in this Paragraph 3.2.

- (4) For the period beginning February 1, 2013 and for each subsequent "contract year" (February 1 through January 31), Ohio State shall pay Coach Eight Hundred Thousand Dollars (\$800,000) (plus any additional amounts payable pursuant to Section 3.2(6)) in substantially equal monthly installments and in accordance with normal Ohio State procedures. In addition, for the period beginning February 1, 2013 and for each subsequent contract year, Ohio State shall contribute One Million Dollars (\$1,000,000) per contract year to the DC Plan on January 31 of the applicable contract year (or in more frequent installments as determined by Ohio State in its sole and absolute discretion). Notwithstanding the foregoing: (a) to the extent that the Code limits or prohibits such contributions from being made to the DC Plan, Ohio State shall contribute such amounts to a defined contribution plan that is a nonqualified deferred compensation plan; and (b) if Coach is not employed as Head Football Coach on the last day of the applicable contract year, the aggregate contribution to the plans described in this Paragraph 3.2(4) for that contract year shall be equal to One Million Dollars (\$1,000,000), multiplied by a ratio, the numerator of which is the number of days Coach was employed as Head Football Coach that contract year, and the denominator of which is 365.
- (5) Subject to any Code limits, Ohio State shall make an annual contribution of Fifty Thousand Dollars (\$50,000) to The Ohio State University 403(b) Retirement Plan, as amended from time to time (the "403(b) Plan"), on January 31, 2013 and January 31 of each subsequent contract year (or in more frequent installments as determined by Ohio State in its sole and absolute discretion). Notwithstanding the foregoing, if Coach is not employed as Head Football Coach on the last day of the applicable contract year, the aggregate contribution to the 403(b) Plan for that contract year shall be equal to Fifty Thousand Dollars (\$50,000), multiplied by a ratio, the numerator of which is the number of days Coach was employed as Head Football Coach that contract year, and the denominator of which is 365; provided, however, that for the contract year ending January 31, 2013, the ratio numerator shall be the number of days Coach was employed as Head Football for the period beginning on September 1, 2012 and ending on January 31, 2013, and the denominator of which is 153.

- (6) Coach shall be eligible to receive compensation increases for such services, as approved by Ohio State's Board of Trustees, on or after February 1, 2013 for the annual term of February 1 through January 31.

These provisions relating to payment for media, promotions and public relations shall be subject to potential renegotiation at any time Coach's underlying employment agreement is renegotiated or if Ohio State decides to produce and market one or more of the Programs itself as opposed to selling the rights to produce and market one or more of the Programs to a third party. Any changes to these provisions must be evidenced by a mutually agreed upon written document signed by all parties hereto.

3.3 Apparel, Shoe or Equipment Contracts. Coach agrees that Ohio State has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff during official practices and games. Ohio State agrees to consult with Coach when it selects equipment, footwear and/or apparel that has a significant impact upon Ohio State's football team.

Coach recognizes that Ohio State has entered into an agreement with NIKE to supply Ohio State with athletic footwear, apparel and/or equipment. Coach agrees that, upon Ohio State's reasonable request, he will consult with appropriate parties concerning a NIKE product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by NIKE, or give a lecture at an event sponsored in whole or in part by NIKE, or make other educationally-related appearances as may be reasonably requested by Ohio State. In order to avoid entering into an agreement with a competitor of NIKE's or an agreement which would not be in Ohio State's best interests, Coach shall submit all outside consulting agreements to Ohio State for review and reasonable approval prior to execution (including consulting or equipment agreements which relate to football camps). Coach must also report such outside income to Ohio State in accordance with NCAA² rules. Coach further agrees that he will not endorse any athletic footwear, apparel and/or equipment products, including NIKE, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products, including NIKE.

In consideration of his obligations under this Paragraph 3.3, Ohio State guarantees that Coach shall receive from Ohio State additional compensation during his employment as Head Football Coach with Ohio State at the rate of One Million Four Hundred Thousand Dollars (\$1,400,000) per year. Coach shall be eligible to receive compensation increases for such services, as approved by Ohio State's Board of Trustees, on or after February 1, 2013 for the annual term of February 1 through January 31. Such amount shall be paid on

² "NCAA" shall mean the National Collegiate Athletic Association and its successors.

the same schedule as the payments for "Media, Promotions and Public Relations" and will be paid monthly in substantially equal installments commencing effective December 31, 2011 and then monthly thereafter for each month that Coach is employed as Head Football Coach. For the period of November 28, 2011 through January 31, 2012, Coach shall receive income pursuant to this Paragraph 3.3 of \$233,335.34.

3.4 Exceptional Achievements. For each of the achievements listed below, within sixty (60) days of the applicable achievement, Ohio State shall pay Coach:

ANNUAL CUMULATIVE TEAM GRADE POINT AVERAGES AS CALCULATED FOR THE FALL AND SPRING SEMESTERS BY MAY 30TH OF EACH YEAR:

3.0	\$50,000
3.3	\$100,000
3.5	\$150,000

For the following exceptional athletic achievements, Ohio State shall pay Coach, as supplemental compensation, within sixty (60) days of the achievement, the following sum:

BIG TEN³ LEADERS DIVISION CHAMPION \$50,000

(or, for the 2012 season (or any subsequent season in which Ohio State is not eligible to be named the division champion due to NCAA violations arising and/or occurring prior to November 28, 2011), if Ohio State has the most wins in the Leaders Division at the conclusion of the last regular season game)

WINNER OF BIG TEN CHAMPIONSHIP GAME*

\$100,000 plus one year added to the contract term (on the same terms and conditions set forth herein for Section 3.4 of this agreement, the one additional contract year, however, subject to Coach's acceptance))

*If the Big Ten Conference discontinues the Championship game during the term of this agreement, then Coach shall earn \$100,000 plus one year added to the contract term (if Coach accepts such additional contract year)(on the

³ "Big Ten" or "Big Ten Conference" shall mean the Big Ten Conference, its successor or any other athletic conference of which the University may be a member.

same terms and conditions set forth herein for Section 3.4 of this agreement) if Ohio State is the regular season Champion or Co-Champion

BCS BOWL GAME (not National Championship Game) APPEARANCE \$150,000

(or other similar Division I bowl game if the BCS system is no longer in existence) (or, for the 2012 season (or any subsequent season in which Ohio State is not eligible to participate in a BCS bowl game due to NCAA violations arising and/or occurring prior to November 28, 2011), if Ohio State is ranked in the top #3 - #10 in the BCS final rankings)

NATIONAL CHAMPIONSHIP BCS BOWL GAME APPEARANCE** \$250,000

**or other similar Division 1 national championship game if the BCS system is no longer in existence (or for the 2012 season (or any subsequent season in which Ohio State is not eligible to participate in the national championship game due to NCAA violations arising and/or occurring prior to November 28, 2011) if Ohio State is ranked in the top 2 in the BCS final ranking)

NOTE: In the event that the BCS system is replaced with or augmented by a playoff system, then the parties agree that an additional bonus structure will be added to this agreement, the terms of which will be negotiated in good faith and which will be at a level at least equal to, on a per game basis, the foregoing BCS bonuses.

3.5 Upon Ohio State's reasonable request, Coach shall make one (1) mutually agreed upon personal appearance during each year of this agreement at activities or functions of The Coca-Cola Company or the Johnston Coca-Cola Bottling Group, Inc. d.b.a. Coca-Cola Bottling Company of Ohio/Kentucky. In consideration for such appearance, Ohio State shall pay Coach \$10,000 on July 31 of each year Coach is employed as Head Football Coach. Coach shall not be responsible for the reasonable, documented travel, room and board expenses incurred by Coach as a result of such personal appearance. Furthermore, Coach shall not enter into any agreement that would prohibit Coach from making personal appearances at activities or functions associated with The Coca-Cola Company or the Johnston Coca-Cola Bottling Group, Inc. d.b.a. Coca-Cola Bottling Company of Ohio/Kentucky. The preceding sentence shall not be construed to require Coach to make any additional appearances unless they have been negotiated in good faith and mutually agreed to between all relevant parties.

3.6 All salary or compensation of Coach for performance of coaching duties shall be paid only by Ohio State, or as expressly approved in writing by the Director. To that end, Coach will not solicit or accept gifts of cash or of substantial value or accept hospitality, from any person, including without limitation, a person who is a "representative of the athletic interests of the University" as that term is defined in Governing Athletic Rules⁴.

3.7 As additional compensation, Coach shall receive a stipend of Twelve Hundred Dollars (\$1,200.00) per month to be applied toward two (2) automobiles, while Coach is employed as Head Football Coach. Liability, collision and comprehensive insurance and all additional operational expenses associated with said automobile shall be procured and borne by Coach.

3.8 Ohio State will annually, without charge, make available to Coach twelve (12) lower bowl tickets in Ohio Stadium to each home football game for each home football game. Ohio State shall also provide Coach without charge the use of a suite (inclusive of all food and beverages consumed therein) in Ohio Stadium for use by Coach's spouse and family and their guests during home football games. Such suite has ten (10) complimentary suite tickets and the ability to purchase eight (8) additional suite tickets [there is seating for fourteen (14)], as well as three parking passes. Ohio State shall also provide Coach with the opportunity to purchase at the public face value price an additional twenty (20) football tickets in Ohio Stadium to each home football game. All such tickets are to be used by Coach at his discretion in a manner consistent with this agreement. Coach shall comply with all Ohio State rules applicable to such tickets, including, but not limited to, the prohibition against re-selling tickets. Ohio State shall also give Coach two (2) season parking passes for each football season and one (1) parking pass for each home basketball game during the term of this agreement. Coach shall also receive, without charge, two (2) tickets to each home men's basketball game. Upon Coach's request, he shall have the ability to purchase additional home men's basketball game tickets on a per game basis.

3.9 Coach agrees that Ohio State has the exclusive right to operate youth football camps on its campus using Ohio State facilities. Ohio State shall allow Coach (and his assistant coaches) the opportunity to earn supplemental compensation by assisting with Ohio State's camps. At least ninety (90) days before each camp, Coach shall indicate to Ohio State whether or not Coach

⁴ "Governing Athletic Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the Big Ten Conference or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the athletic program of Ohio State. Governing Athletic Rules also shall include any acts of Congress or the State of Ohio regulating college athletics, officials, athletes, or competition.

intends to accept the opportunity to earn such supplemental compensation for such year. If Coach so elects, then Coach agrees to assist in the reasonable marketing, supervision, instruction and/or general administration of Ohio State's football camps. Coach also agrees that Coach will perform all reasonable obligations otherwise reasonably assigned by Ohio State related to youth football camps. Coach shall propose to the Director or his designee before camp begins appropriate supplemental compensation amounts for Ohio State employees who work at such camp and are eligible to receive supplemental compensation. Camp income supplemental payments shall be paid after the appropriate camp documentation and payment requests have been received by Ohio State, and after the payment of the then-current Administrative and Facilities Charge to Ohio State and after determination and approval of such camp income supplemental payments by the Director or his designee. Notwithstanding anything herein to the contrary, unless otherwise specifically required by law, any such payment shall not be taken into account in any retirement or other benefit program for which Coach may be eligible.

3.10 Ohio State agrees to fly Coach by private (not commercial) aircraft when Coach is making recruiting visits and for other, mutually-agreed upon, Ohio State business. When such recruiting visits or Ohio State business are more than two hundred (200) miles from the City of Columbus, Ohio State agrees to fly Coach by private (not commercial) jet aircraft. As additional compensation, Ohio State agrees to let Coach use such jet aircraft for his personal use for thirty five (35) hours (in-air and dead time inclusive) each year during the term of this agreement. Coach's use of such private aircraft for recruiting and other mutually-agreed upon Ohio State business use shall not exceed fifty (50) hours (in-air and dead time inclusive) during each contract year of this agreement. Ohio State shall only count the "dead time" hours if Ohio State is charged for such "dead time" hours.

3.11 Ohio State shall pay Coach the following sums if he is employed as Head Football Coach on the following dates:

- a) Four Hundred Fifty Thousand Dollars (\$450,000) – January 31, 2014, payable within thirty (30) days following such date;
- b) Seven Hundred Fifty Thousand Dollars (\$750,000) – January 31, 2016, payable within thirty (30) days following such date;
- c) One Million Two Hundred Thousand Dollars (\$1,200,000) – January 31, 2018, payable within thirty (30) days following such date.

3.12 Ohio State will work cooperatively with Coach to develop and implement a fundraiser to support the Shelley and Urban Meyer Foundation or other mutually-agreeable charity. The monies raised from such fundraiser will be allocated to support mutually-agreed Central Ohio charities.

3.13 Ohio State shall also provide Coach, while Coach is employed as Head Football Coach, a full golf membership and monthly dues at a mutually agreed-upon golf course in the Columbus area, however, personal expenses associated with such golf course membership will be paid by Coach.

3.14 All fringe benefits received by Coach will be subject to applicable tax laws and, if appropriate, will be treated as taxable income subject to applicable withholding and other payroll taxes.

3.15 Coach shall have the right to terminate this agreement for cause in the event that Ohio State fails to pay in a timely manner any compensation or other consideration owed and/or payable to Coach pursuant to the terms hereof, provided that Coach provides Ohio State written notice of such alleged failure to pay and provided that Ohio State fails to cure such alleged breach with thirty (30) days of such written notice.

4.0 Coach's Specific Duties and Responsibilities

4.1 In consideration of the compensation specified in this agreement, Coach shall:

- a) Subject to the terms of this agreement, devote Coach's full time and reasonable best efforts to the performance of Coach's duties under this agreement, including all duties that the Director may assign as provided in Section 1.4 hereof, and including all duties as set forth in Coach's then-current job description on file with the Department of Athletics;
- b) Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members to encourage them to compete successfully while assuring their welfare;
- c) Observe and uphold all academic standards, requirements and policies of Ohio State and encourage Team members to perform to their highest academic potential. Coach recognizes that the primary mission of Ohio State is to serve as an institution of higher learning and shall fully cooperate with the Department's Office of Student Athlete Support Services and all academic counselors or similar persons designated by Ohio State to assist student-athletes and shall use his personal reasonable best efforts to encourage and promote those efforts. In that respect, Coach recognizes that the goal of Ohio State is that every student-athlete obtain a baccalaureate degree, and agrees to support fully

the attainment of this goal. It is recognized by the parties that a student-athlete may be declared ineligible for competition for academic reasons, because Ohio State believes the student-athlete would not be an appropriate representative of Ohio State under University Rules, as a disciplinary sanction under Ohio State's Code of Student Conduct, or because Ohio State believes that the student-athlete is not eligible according to the rules for athletic competition specified by the Big Ten Conference or the NCAA or for similar reasons;

- d) Know, recognize and comply with all federal, state and local laws, as well as all applicable University Rules and Governing Athletic Rules, in accordance with NCAA Bylaw 11.1.2.1, promote an atmosphere for compliance within the football program supervised by Coach and monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to Coach; supervise and take appropriate steps in an effort to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible and the members of the Team know, recognize and comply with all such laws, University Rules and Governing Athletic Rules; and immediately report to the Director and to the Department's Office of Compliance Services in writing if any person or entity, including without limitation, representatives of Ohio State's athletic interests, has violated or is likely to violate or may potentially have violated any such laws, University Rules and Governing Athletic Rules (unless Ohio State has informed Coach that certain minor transgressions do not require written reports to the Director and the Department's Office of Compliance Services). Coach shall cooperate fully with the Department's Office of Compliance Services at all times. Coach shall review and approve in writing all requests for expense reimbursements by assistant football coaches prior to submission to Ohio State in an effort to ensure accuracy and compliance with all such laws, University Rules and Governing Athletic Rules, and upon such satisfactory review, shall forward the same to Ohio State with his approval for payment.

4.2 Coach shall not undertake any business, professional or personal activities or pursuits that would prevent Coach from devoting Coach's full time and his reasonable best efforts to the performance of Coach's duties under this agreement, that would otherwise detract from those duties in any manner, or that, in the reasonable opinion of Ohio State, would reflect adversely upon Ohio

State or its athletic programs. Coach shall comply with Ohio State's staff Conflicts of Interest policy. Any material violation of this provision as determined by Ohio State will subject Coach to disciplinary action, up to and including discharge. Discharge under this provision will constitute "for cause" termination under the agreement.

4.3 Coach agrees to provide the Director with written notice prior to engaging (either directly or through a representative) in any material negotiations (which include, but are not limited to, compensation) with any other prospective employee. Coach shall not, under any circumstances, during the Term, accept employment as a coach at any other institution of higher learning or with any professional athletic team, requiring performance of duties prior to the expiration (or earlier termination) of this agreement, without the prior written approval of the Director.

4.4 Subject to the foregoing, Coach must obtain the prior written approval of the Director (not to be unreasonably withheld or delayed), in order to enter into separate arrangements for sports camps, radio and television programs, endorsements (if permissible under state law and University Rules) and any other agreement or arrangement in which Coach provides services in exchange for compensation or benefits to Coach or his family, including but not limited to, outside consulting agreements set forth in Section 3.3 hereof. It shall not be unreasonable for Ohio State to withhold approval, and Coach shall not be permitted to participate in any business transactions or endorse any products or appear on any radio or, television, internet or any other programs, if Ohio State reasonably determines that such participation may likely discredit or bring undue criticism to Ohio State or impinge upon any contractual obligations of Ohio State or, in Ohio State's sole but reasonable discretion, are otherwise not in the best interests of Ohio State or which violate University rules or state law. Coach may not associate Ohio State's name, logos, trademarks, symbols, insignias, indicia, service marks or reputation in connection with any such arrangements, directly or indirectly, without the prior written approval of the Director and Ohio State's Office of Trademark and Licensing Services, such approval not to be unreasonably withheld or delayed. In the event that the Director and Ohio State's Office of Trademark and Licensing Services give permission to Coach to use Ohio State's name, logos, trademarks, symbols, insignias, indicia, service marks or reputation, such permission shall be non-exclusive and non-transferable, and such permission shall automatically expire upon Coach's resignation or termination from employment or upon written notice from Ohio State.

4.5 In accordance with NCAA rules, Coach shall provide a written detailed account (including the amount and source of all such income) to Ohio State's President and the Director for all athletically related income and benefits from sources outside Ohio State whenever reasonably requested, but in no event less than annually. Sources of such income shall include, but are not limited to, the following: (i) income from annuities; (ii) non-Ohio State sports camps and clinics; (iii) sports commentary at non-Ohio State athletic events; (iv) country club

memberships; and (v) fees for speaking engagements. The approval of such athletically-related income and benefits shall be consistent with University Rules related to outside income and benefits, if any, applicable to all full-time or part-time employees.

4.6 Unless otherwise prohibited by University Rules, Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of Assistant Coaches for the Team, but the final decision shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Ohio State's Board of Trustees.

4.7 Subject to University Rules and Governing Athletic Rules, the Director or the Director's designee has the right to contract for and establish the football schedule of Ohio State's Team, and to negotiate the terms of the various football game contracts, as well as accepting invitations for pre-season or post-season play. Coach has examined and approved the future intercollegiate football schedule for Ohio State as it exists as of the date of the execution of this agreement. Coach shall be reasonably consulted by the Director or the Director's designee as to the identity of opponents, playing site and time of play for any games hereafter scheduled. Coach may, from time to time, propose or suggest changes in dates, times or sites of scheduled games and suggest opponents for future scheduling, and the Director shall give reasonable consideration to such proposals and will agree to said proposals absent a good faith objection thereto. Coach and the Director or the Director's designee shall meet at least annually to discuss potential opponents. In the event that Eugene Smith is no longer the Director, Coach shall meet with the then-current Director to discuss the strategy for football scheduling. The then-current Director shall give reasonable consideration to Coach's proposals concerning football scheduling, and will agree to said proposals absent a good faith objection thereto.

4.8 Coach shall at all times take reasonable action necessary to comply with and to implement the policies of Ohio State relating to substance abuse and to class attendance by students subject to his direct control or authority, and to exercise reasonable care in an effort to assure that all personnel and students subject to his direct control or authority comply with such policies. Coach represents and warrants that Coach has read such policies and that he will remain current as to the content of such policies.

4.9 To the extent that any personnel matter is not addressed by the terms of this agreement, University Rules will govern.

5.0 Termination

5.1 Termination by Ohio State for Cause – At all times, Coach serves at the pleasure of the Director. No further payment or benefits shall be made to Coach hereunder if the Director notifies Coach at any

time that Ohio State is terminating this agreement *for cause*, which, in addition to any of its other normally understood meanings in employment contracts shall include, but not be limited to, the following:

- a. Neglect or inattention by Coach to the duties of head football coach or Coach's refusal or inability to perform such duties after written notice thereof has been given to Coach by the Director or as determined by the Director, and Coach has continued such neglect, inattention or refusal or inability during a subsequent reasonable period of time specified in writing and in advance by Ohio State; or
- b. A significant or repetitive or intentional violation (or a pattern of conduct which may constitute or lead to a major violation), as determined by Ohio State, by Coach (or any other person under Coach's supervision and direction, including, but not limited to, student-athletes, which Coach knew about or should have (in Ohio State's determination) reasonably known about) of any laws, University Rules or Governing Athletic Rules; or
- c. A breach of contract terms, as determined by the Director, or a violation by Coach of a criminal statute (excluding minor traffic violations). If Ohio State, in its sole discretion determines that Coach's breach is curable, then Ohio State shall give Coach notice of such breach and the opportunity to cure such breach in the time period specified by Ohio State; or
- d. A violation by Coach of any University Rules or violation by Coach of any law of the State of Ohio or the United States, including but not limited to, Ohio's ethics laws, as determined by Ohio State; or
- e. Fraud or dishonesty of Coach in the performance of his duties or responsibilities under this agreement; or
- f. Fraud or dishonesty of Coach in preparing, falsifying, submitting or altering documents or records of Ohio State, NCAA or the Big Ten Conference, or documents or records required to be prepared or maintained by law, Governing Athletic Rules or University Rules, or other documents or records pertaining to any recruit or student-athlete, including without limitation, expense reports, transcripts, eligibility forms or compliance reports, or permitting, encouraging or

condoning such fraudulent or dishonest acts by any other person, as determined by Ohio State; or

- g. Failure by Coach to respond accurately and fully, to the best of his ability within a reasonable time, to any request or inquiry relating to the performance of Coach's duties hereunder or the performance of Coach's duties during Coach's prior employment at any other institution of higher learning propounded by Ohio State, NCAA, the Big Ten Conference or other governing body having supervision over the athletic programs of Ohio State or such other institution of higher learning, or required by law, Governing Athletic Rules or University Rules, as determined by Ohio State; or
- h. Coach's instruction to any coach, student or other person to respond inaccurately and incompletely to any request or inquiry concerning a matter relevant to Ohio State's athletic programs or other institution of higher learning which shall be propounded by Ohio State, NCAA, the Big Ten Conference or other governing body having supervision over the athletic programs of Ohio State or such other institution of higher learning, or required by law, Governing Athletic Rules or University Rules, as determined by Ohio State; or
- i. Failure by Coach to manage the Team in a manner that reflects the academic values of Ohio State, as set forth in this agreement, as determined by Ohio State; or
- j. Soliciting, placing or accepting by Coach of a bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by Coach of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling; or furnishing by Coach of information or data relating in any manner to football or any other sport to any individual known by Coach to be or whom Coach should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by Coach with such persons, as determined by Ohio State; or
- k. Use or consumption by Coach of alcoholic beverages, drugs, controlled substances, steroids or other chemicals as to impair Coach's ability to perform Coach's duties hereunder; or failure by Coach to fully cooperate in the enforcement and implementation of any drug testing program established by

Ohio State for student-athletes, as determined by Ohio State; or

- i. Coach's sale, use or possession, or Coach's permitting, encouraging or condoning by a student-athlete, assistant coach or other athletic staff member of the sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by Coach, assistant coach, athletic staff member or such student-athlete is prohibited by law or by Governing Athletic Rules, as determined by Ohio State; or
- m. Failure by Coach to report promptly to the Director and to the Office of Compliance Services in writing any violations or potential violations known to Coach of Governing Athletic Rules or University Rules including, but not limited to, those by Coach, the assistant coaches, students or other persons under the direct control or supervision of Coach, as determined by Ohio State; or
- n. Failure by Coach to obtain prior approval for outside activities as required by Section 4.5 of this agreement and by NCAA rules or to report accurately all sources and amounts of all income and benefits as required by NCAA rules and Section 4.5 of this agreement, as determined by Ohio State; or
- o. Commission of or participation in by Coach of any act, situation, or occurrence which, in Ohio State's judgment, brings Coach and/or Ohio State into public disrepute, embarrassment, contempt, scandal or ridicule or failure by Coach to conform Coach's personal conduct to conventional and contemporary standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon Ohio State's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence that may or may not warrant criminal prosecution by the relevant authorities.

It is recognized that this sub-section (5.1 a-o) encompasses findings or determinations of violations during employment of Coach at Ohio State or any other institution of higher learning.

As required by NCAA Bylaw 11.2.1, Coach is hereby notified that in addition to the actions Ohio State may take in

accordance with this agreement, Coach is also subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures if Coach is found by the NCAA or Ohio State to be in violation of NCAA Bylaws.

- 5.1.1 Notice. If Ohio State is considering terminating this agreement *for cause* under this Section 5.1 or Section 4.2, it shall give Coach an opportunity to explain the circumstances from his point of view before termination, unless the circumstances are so heinous that, in Ohio State's reasonable judgment, it would be impossible for Coach to justify his actions.

If Ohio State terminates this agreement *for cause* under this Section 5.1 or Section 4.2, it shall give written notice to Coach of its intention to so terminate this agreement.

- 5.1.2 Termination for Cause/Loss of Compensation and Benefits. In the event this agreement is terminated *for cause* under Sections 4.2 or 5.1, Coach shall not be entitled to receive any further compensation or benefits under this agreement which have not been earned as of the date of termination (Coach is not deemed to have earned bonuses and supplemental compensation which Coach must repay to Ohio State in accordance with Section 5.7 hereof). In no case shall Ohio State be liable to Coach for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by Coach as a result of Ohio State's proper termination for cause of Coach's employment.

5.2 Termination by Ohio State Other Than For Cause. If Coach's employment hereunder is terminated by Ohio State *other than for cause* (as delineated in Sections 4.2 and 5.1 above) or if it is determined by a court of competent jurisdiction that the termination is *other than for cause* at any time, Ohio State shall pay to Coach as liquidated damages (and not compensation) the amounts specified below. The following chart illustrates the applicable liquidated damages ("Buy-Out Amount"⁵) under the provisions of this Section:

Date of Notice of Termination

Buy-Out Amount*

At any time after contract execution but on

⁵ "Buy Out Amount" shall mean in the event that such obligation extends beyond the contract term, then, if necessary, Ohio State's obligation to pay the Buy Out Amount shall survive the expiration of the contract term.

or before January 31, 2014	\$15,375,127
Between February 1, 2014 - January 31, 2015	\$11,931,731
Between February 1, 2015 - January 31, 2016	\$8,683,244
Between February 1, 2016 - January 31, 2017	\$5,618,634
Between February 1, 2017 - January 31, 2018	\$2,727,492

Such payment shall be made in a lump sum on the sixtieth (60th) day after the effective date of termination. Any other employee benefits that Coach was receiving at the time of his termination will be terminated, including contributions to Ohio State retirement plans. Such amount shall fully compensate Coach for the loss of collateral business opportunities (whether media, public relations, camps, clinics, apparel or similar contracts, sponsorships or any other supplemental or collateral compensation or benefits of any kind) and Coach shall not be entitled to any further compensation and benefits under this agreement. This Section 5.2 is subject, however, to the following:

Coach agrees that as a condition of receiving any post-termination benefit as set forth in this Section 5.2, except for earned but unpaid compensation to the date of termination and any legally protected rights Coach has under any employee benefit plan maintained by Ohio State, Coach must execute a comprehensive release (either the exact release attached hereto as Exhibit A or a release identical to Exhibit A except for modifications which are required by subsequent changes in the law, which occurred after the date of execution of this Agreement and such changes pertain to the issues addressed in the release) (the "Release") within forty-five (45) days of the date of Coach's termination of employment. Upon Coach's other than for cause termination by Ohio State of his employment hereunder, Coach will be presented with the Release and if Coach fails to timely execute the Release, Coach agrees to forego any payment from Ohio State. Coach acknowledges that Coach is an experienced person knowledgeable about the claims that might arise in the course of employment with Ohio State and knowingly agrees that the payments upon such termination provided for in this agreement are satisfactory consideration for the release of all possible claims described in the Release.

For purposes of this Section 5.2, any reference to Coach's "termination of employment" by Ohio State (or any form of the phrase "termination of employment") shall mean Coach's "separation from service" within the meaning of Section 409A of the

Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and Treasury Regulation Section 1.409A-1(h).

5.3. Termination by Coach Without Cause. If Coach terminates this agreement without cause:

- a) Coach shall provide Ohio State with written notice of his termination of this agreement; and
- b) Coach shall pay to Ohio State in substantially equal monthly installments commencing within one (1) year of the date of such termination if Coach terminates this agreement without cause before December 1, 2012, the Two Hundred Fifty Thousand Dollars (\$250,000) transition payment set forth in Section 3.1.b and the pro-rata portion of the additional Two Hundred Fifty Thousand Dollars (\$250,000) transition payment set forth in Section 3.1.a.i. Such pro-rata portion shall be equal to Two Hundred Fifty Thousand Dollars (\$250,000) multiplied by a fraction, the numerator of which is the number of days between the date of termination and December 1, 2012 and the denominator of which is three-hundred sixty-five (365).
- c) Coach shall not for a period of one (1) year after such termination by Coach contact or otherwise seek to recruit any high school athlete previously contacted or recruited by Ohio State, unless such athlete had been recruited or contacted by any new institution employing Coach prior to the notice of termination by Coach to Ohio State; and
- d) Unless Ohio State agrees otherwise, if Coach accepts employment or performs services in a coaching position for another NCAA Division 1 school or for a professional football team or as a media commentator with a national broadcast or cable company at any time up to twelve (12) months after Coach resigns from Ohio State, Coach shall pay Ohio State as liquidated damages and not as a penalty Two Million Dollars (\$2,000,000) to reimburse Ohio State for expenses including, but not limited to i) searching for, recruiting and hiring a new head football coach and coaching staff and ii) relocating a new head football coach and coaching staff, and iii) buying out the contract, if necessary, of the new head coach. Coach shall use his best efforts to pay Ohio State as soon as possible, but shall pay One Million Dollars (\$1,000,000) to Ohio State no later than ninety (90) days after the date of Coach's timely acceptance of such new employment in a coaching position or as a media

commentator as set forth above and shall pay the remaining One Million Dollars (\$1,000,000) to Ohio State no later than twelve (12) months after the date of Coach's timely acceptance of such new employment in a coaching position or as a media commentator as set forth above; and

- e) If Coach terminates this agreement without cause, Coach shall not be entitled to receive any further unearned compensation or benefits under this agreement (Coach is not deemed to have earned bonuses and supplemental compensation which Coach must repay to Ohio State in accordance with Section 5.7 hereof).

5.4 **Records and Information.** All materials or articles of information, including, without limitation, personnel records, recruiting records, Team information, films, statistics or any other material or data, furnished to Coach by Ohio State or developed by Coach on behalf of Ohio State or at Ohio State's direction or for Ohio State's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of Ohio State. Within seventy-two (72) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such materials in his possession or control, including, but not limited to, all Ohio State building/facility keys, Ohio State issued credit cards, telephones and computers (including all other Ohio State issued technological devices) to be delivered to Ohio State.

In the event that the Big Ten Conference and/or the NCAA levies any additional (beyond those imposed by the Committee on Infractions in its Report issued on December 20, 2011) sanctions and/or penalties upon Ohio State's football program as a result of any material and/or repetitive violations of any Big Ten and/or NCAA rules or regulations of which Ohio State, as of November 28, 2011, knew or should have known, then, in such event, Coach shall have the right to terminate this agreement for cause and be entitled to receive from Ohio State an amount equal to \$1.5 million per each remaining year left on the scheduled term of this agreement (pro-rated for any partial remaining year). Such sum shall be paid to Coach by Ohio State within sixty (60) days of the date of Coach's termination pursuant to this section. Other than secondary violations currently and routinely in process, Ohio State has informed Coach of all significant NCAA issues of which it is aware.

5.5 **Death or Disability.** Notwithstanding any other provisions of this agreement, this agreement shall terminate automatically and shall be null and void upon the death of Coach or if Coach becomes disabled (as defined in Section 409A (a)(2)(C) of the Internal Revenue Code) or is otherwise unable to perform any one of the essential functions of the job, with or without a reasonable accommodation for a period of ninety (90) consecutive days.

In accordance with Section 1.1 of this agreement, and as a condition of employment, Coach shall have a comprehensive physical examination by a licensed physician, mutually agreed upon by the parties, which confirms his fitness for duty. The cost of the examination and all tests and procedures related to the examination shall be borne by Ohio State. A certification which confirms his fitness for duty shall be submitted to the Director within thirty (30) days of execution of this agreement and every two (2) years thereafter. Coach shall address any necessary requests for accommodations to the University at his earliest opportunity.

5.6 Interference with Athletes. In the event of termination, Coach agrees that he will not interfere with Ohio State's student-athletes or otherwise obstruct Ohio State's ability to transact business within Ohio State's football program. If Coach violates this provision, Coach will not be entitled to any post-termination benefits and will be required to return any that have been disbursed.

5.7 Recovery of Bonus and Supplemental Compensation. In the event this agreement is terminated by Ohio State, Coach shall repay to Ohio State all bonus and supplemental compensation received by Coach for the achievement of any specified milestone, objective or Exceptional Achievement as set forth in Section 3.4, if such achievement is subsequently vacated by Ohio State or the NCAA (and later affirmed by the NCAA), if such vacation is due, in whole or in part, to the wrongful actions of Coach, as determined by Ohio State or the NCAA.

6.0 Board of Trustees

This agreement shall be subject to the approval of Ohio State's Board of Trustees. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of Ohio State's annual operating budget by Ohio State's Board of Trustees and the sufficiency of legislative appropriations.

7.0 Waiver

No waiver of any default in the performance of this agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular default in the performance of this agreement shall not constitute a waiver of any other or subsequent default. The resort to a particular remedy upon a default shall not constitute a waiver of any other available remedies.

The financial consequences of termination of this agreement (except for a termination by Coach based upon a breach of contract claim against Ohio State) or suspension thereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this agreement, in any instance of termination by Ohio State for cause or without cause or suspension effected in

accordance with the procedures established in this agreement, neither Coach nor Ohio State shall be entitled to receive, and each hereby waives any claim against the other and their respective officers, Board of Trustees, directors, agents, employees, successors, heirs and personal representatives, for consequential damages allegedly sustained by reason of any alleged loss of business opportunity, loss of perquisites, loss of speech income, camp income or other outside income, or expectation income, or damages allegedly sustained by reason of alleged humiliation, emotional distress, defamation or loss of consortium resulting from the fact of termination, the public announcement thereof or the release by Ohio State or Coach of information or documents which are required to be released by law. Coach acknowledges that in the event of termination of this agreement for cause, without cause or otherwise, or suspension hereunder, he shall have no right to occupy the position of head football coach and that his sole remedies are provided herein and shall not extend to injunctive relief.

8.0 Severability

If any provision of this agreement is determined to be invalid or unenforceable, the remainder of the agreement shall not be affected and shall remain in effect.

9.0 Assignment

Neither party may assign its rights or delegate its obligations under this agreement without the consent of the other party, which shall not be unreasonably withheld.

10.0 Governing Law and Jurisdiction

This agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in a court of competent jurisdiction in the State of Ohio.

11.0 Entire Agreement: Amendments

This agreement constitutes the entire agreement of employment between the parties and supersedes all prior understandings, written or oral, with respect to the subject of employment. No amendment or modification of this agreement shall be effective unless in writing and signed by both parties.

12.0 Notice

Any notice provided for herein shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or when mailed by U.S. registered or certified mail, postage prepaid, to such party. Unless hereinafter changed by written notice to Coach, any notice to Ohio State shall be sent to:

The Director of Athletics
The Ohio State University
The Department of Athletics
2400 Olentangy River Road
Columbus, Ohio 43210

With a copy to:
Julie D. Vannatta
The Ohio State University
Office of Legal Affairs
1590 N. High St., Suite 500
Columbus, OH 43201

Unless hereinafter changed by written notice to Ohio State any notice to Coach shall be hand-delivered to Coach, mailed to his home address on file or mailed to the following address:

Urban F. Meyer
Woody Hayes Athletic Center
2491 Olentangy River Rd.
Columbus, OH 43210

With a copy to:
Trace Armstrong
c/o Creative Artists Agency LLC
162 Fifth Avenue, 6th Floor
New York, NY 10010

13.0 Tax Advice / Internal Revenue Code Section 409A

Ohio State will not provide tax advice to Coach or his beneficiary regarding the tax effects of this agreement, and does not make any promises or warranties regarding the tax treatment of any compensation or benefits described in this agreement. Ohio State encourages Coach and his beneficiary to consult with his own tax advisors concerning the federal, state, and local tax effects of this agreement. This agreement is intended to comply with the requirements of Section 409A of the Internal Revenue Code and, to the maximum extent

permitted by law, shall be administered, operated and construed consistent with this intent.


This Employment Agreement is signed by the parties or their duly authorized representative to be effective as of November 28, 2011.

THE OHIO STATE UNIVERSITY

URBAN F. MEYER



Eugene D. Smith
Associate Vice President and
Director of Athletics



Urban F. Meyer


Date: 6-8-12

Date: 6/8/12



Geoffrey S. Chatas
Senior Vice President for Business and Finance
and CFO

Date: 6-8-12



Jeff M.S. Kaplan
President of The Ohio State University Foundation,
Senior Vice President and
Special Assistant to the President

Date: 6-8-12

Exhibit A

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into between The Ohio State University ("University") and _____ ("Coach") (collectively, the "Parties") as follows:

BACKGROUND

A. Coach was employed by the University most recently as Head Football Coach in the University's Athletics Department.

B. On [DATE] (the "Termination Date"), the University terminated Coach's employment.

C. Coach entered into an Employment Agreement (the "Employment Agreement") with the University effective November 28, 2011. The Employment Agreement sets forth that if the University terminates Coach other than for "cause" pursuant to Section 5.2 of the Employment Agreement, the University will pay Coach, as liquidated damages and not compensation, a pre-determined amount based on the date of termination, as set forth in Section 5.2 of the Employment Agreement.

D. The Employment Agreement also sets forth that Coach must execute a comprehensive release within forty-five (45) days of the date of termination of employment.

E. Accordingly, the Parties now wish to enter into this Agreement providing consideration to Coach and providing the University with a comprehensive release of all claims from Coach.

AGREEMENT

In consideration of the promises to one another contained in this Agreement, the Parties agree as follows:

1. Payment to Coach. The University will pay Coach, as liquidated damages and not compensation, \$_____ within sixty (60) days of the Termination Date.

Exhibit A

2. Release of Claims by Coach. (a) In consideration of the University's promises in this Agreement and subject to the University's compliance with all of its obligations under the Employment Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which Coach expressly acknowledges, Coach, on behalf of himself, his heirs, executors, administrators, successors, assigns, attorneys, and other personal representatives of whatever kind, releases and forever discharges the University, its predecessors, successors, and assigns, as well as the past, present, and future colleges, institutions, divisions, and departments of the University and its predecessors, successors, and assigns (collectively, the "OSU Entities"), as well as all past, present, and future officers, directors, managers, supervisors, employees, agents, independent contractors, attorneys, insurers, and any other representative of whatever kind (individually and in their official capacities) of the OSU Entities (collectively, the "Released Parties") from any action, claim, obligation, damages, cost or expense (including without limitation attorneys' fees) that Coach has or may have had against the Released Parties, whether known or unknown, and which existed on or before Coach executes this Agreement, including, without limitation, claims, arising directly or indirectly from Coach's employment with any of the OSU Entities while he was employed by any of the OSU Entities.

(b) This release covers all possible claims that are waivable by law, including but not limited to all claims that could be asserted in contract, in tort, under any state common law, under federal common law, under any state constitution, under the federal Constitution, or under any federal statute, state statute, local ordinance, or under any federal, state, or local regulation, except for any claims related to Coach's accrued and vested deferred compensation or other accrued and vested benefits under any employee benefit plan of the University in accordance with the terms of such plans and applicable law. This specifically includes, without limitation, claims arising under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990, as amended.

(c) Coach represents and warrants that he has no pending charges, claims, suits, arbitrations, complaints, or grievances against the Released Parties with any federal, state, local, or other governmental agency, or in any court of law, or before any arbitration association. Coach acknowledges and agrees that he has received all wages, vacation pay, benefits, and all other compensation due to him from the University as a result of his former employment with the University. Further, Coach acknowledges and agrees that he has received all leave under the Family & Medical Leave Act of 1993, as amended, (FMLA) to which he may have been entitled. Coach agrees that he is not aware of any facts or circumstances constituting a violation of either the FMLA or the Fair Labor Standards Act of 1938, as amended, (FLSA) and, to the greatest extent permitted by applicable law, waives and releases any and all claims under the FMLA or FLSA.

(d) Coach expressly waives and releases any right he may have to recover any monetary relief resulting from any charge or any action or suit that may be instituted on Coach's behalf against the Released Parties by the Equal Employment Opportunity Commission, the Ohio Civil Rights Commission, or any other governmental agency.

3. Knowing and Voluntary Age Waiver Under Federal Law. This Agreement specifically waives any claims, known or unknown, that Coach has or may have had against the

Exhibit A

Released Parties for alleged age discrimination. In accordance with the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protect Act of 1990, Coach is specifically advised that he has the following rights in connection with whether he knowingly and voluntarily agrees to be bound by this Agreement:

- a. Time to Consider this Agreement. Coach has twenty-one (21) days in which to consider whether to sign this Agreement. Coach may take all twenty-one (21) days to consider, or Coach may take less than twenty-one (21) days to consider, if he so chooses. The Parties agree that any changes to this Agreement, whether material or immaterial, do not restart the twenty-one (21) day period.
- b. Consultation with Attorney. Coach is specifically advised in writing to consult an attorney to ensure that he understands all of the terms of this Agreement and understands the rights he is waiving by signing this Agreement.
- c. Ability to Revoke this Agreement. If Coach signs this Agreement prior to the expiration of the twenty-one (21) day period, Coach will then have seven (7) days in which to revoke his signature (the "Revocation Period"). If, after the Revocation Period, Coach has not revoked his signature, then this Agreement becomes effective and the Parties are bound by this Agreement's terms on the eighth day after Coach signs (the "Effective Date"). If, prior to the expiration of the Revocation Period, Coach decides to revoke his signature, Coach must send a registered letter to: Julie Vannatta, Senior Associate General Counsel, Office of Legal Affairs, The Ohio State University, 1590 North High Street, Suite 500, Columbus, Ohio, 43201. To be effective, this notice of revocation must be received by the University before the close of business on the seventh (7th) day after Coach signs this Agreement. If Coach revokes his signature, all of the offers from the University contained in this Agreement are rescinded, this entire Agreement is voided, and Coach is not entitled to the Settlement Payment or any other consideration provided to him by this Agreement.
- d. Knowing and Voluntary. In accordance with the statements contained in this Paragraph 3, Coach agrees that by signing this Agreement he acknowledges that he fully and completely understands and accepts the terms of this Agreement, including without limitation those contained in this Paragraph 3 of the Agreement; and that he enters into this Agreement freely and voluntarily.

4. Released Parties as Third-Party Beneficiaries. Each of the Released Parties is expressly intended to be a third-party beneficiary to this Agreement, which grants them, among other things, the right to sue upon and/or enforce the terms of this Agreement applicable to them.

Exhibit A

5. No Admission of Liability. The Parties agree that this Agreement is entered into solely because of the dictates of the Employment Agreement. Nothing contained in this Agreement, and no actions undertaken by the Parties with respect to this Agreement, shall ever be treated as, or claimed or construed to be, an admission by any of the Parties of any fault, wrongdoing, liability, injury, or damages by them.

6. Breach. The Parties agree and acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which one of the Parties alleges a breach of this Agreement or asserts claims inconsistent with the terms of this Agreement. This Agreement may be specifically enforced by judicial proceedings. In the event of any legal action between the Parties for enforcement of any of the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to that party's damages or other relief awarded by a court of competent jurisdiction, that party's reasonable costs and attorneys' fees. However, the University shall not be entitled to recover damages, reasonable costs, and reasonable attorneys' fees, or impose any other penalty against Coach under this Agreement, based upon any challenge by Coach of whether he knowingly and voluntarily consented to the age waiver in this Agreement consistent with federal law.

7. No Waiver. No failure by any Party to insist upon compliance with any term of this Agreement, to exercise any option, enforce any right, or seek any remedy, upon any default of any other Party shall affect, or constitute a waiver of, that party's right to insist upon strict compliance, exercise that option, enforce that right, or seek that remedy with respect to the default or any prior, contemporaneous, or subsequent default; nor shall any custom or practice of the Parties at variance with any provision of this Agreement affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

8. Choice of Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio without regard to the principles or provisions of conflict of laws. The Parties agree that any action for a breach or threatened breach of this Agreement or relating to any matters referred to in this Agreement shall be maintained only in Franklin County, Ohio. The Parties consent and agree any court in Franklin County, Ohio shall have personal jurisdiction over them.

9. Entire Agreement. The Parties agree and acknowledge that this Agreement contains and comprises the entire agreement and understanding of the Parties; that no other representation, promise, covenant, or agreement of any kind whatsoever has been made to any of them to cause them to execute this Agreement; and that all agreements and understandings between the Parties are embodied and expressed in this Agreement. The Parties further agree and acknowledge that the terms of this Agreement are contractual, and not a mere recital, and the Parties intend this Agreement to be a substituted contract, not an executory accord. The Parties additionally agree that the terms of this Agreement shall not be amended or changed except in writing and signed by all Parties, including a duly authorized agent of the University.

10. Severability. If any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, and such determination

Exhibit A

becomes final, the University shall have the option of voiding this entire Agreement or enforcing the remaining provisions so as to give effect to the intentions of the Parties insofar as possible. The University shall communicate the decision of whether to void this entire Agreement or enforce the remaining provisions to Coach, in writing, within thirty (30) days of the final determination of the court of competent jurisdiction. If the University fails to communicate any decision, the remaining provisions of the Agreement shall be enforced so as to give effect to the intentions of the Parties insofar as possible.

11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Intentionally Left Blank, Signature Page Follows)

Exhibit A

BY SIGNING BELOW, EACH PARTY REPRESENTS THAT THEY HAVE READ THIS ENTIRE AGREEMENT CONSISTING OF SIX (6) PAGES AND ELEVEN PARAGRAPHS (11) PARAGRAPHS, AND OF THEIR OWN FREE WILL VOLUNTARILY AGREE TO BE BOUND BY THE AGREEMENT:

THE OHIO STATE UNIVERSITY:

[COACH]

Signature of Authorized Representative

Signature

Name: _____

Title: _____

Printed Name

Date

Date

**URBAN MEYER EMPLOYMENT AGREEMENT
ADDENDUM No.1**

The Ohio State University ("Ohio State") and Urban F. Meyer ("Coach") entered into An Employment Agreement (the "Agreement") effective on November 28, 2011. Ohio State and Coach hereby desire to modify such Agreement as follows in this Addendum No. 1:

- 1) Paragraph 3.4: "Exceptional achievement for BSC Bowl Game Appearance" subparagraph shall be revised as follows:

The phrase "BCS final rankings" shall be replaced
with "AP final poll."

- 2) Paragraph 3.4: "Exceptional achievement for National Championship BSC Bowl Game Appearance" subparagraph shall be revised as follows:

The phrase "BCS final rankings" shall be replaced
with "AP final poll."

Unless modified above, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 on the dates written below.

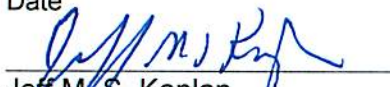
THE OHIO STATE UNIVERSITY
BY:


Eugene D. Smith

11-19-12
Date


Geoffrey S. Chatas
Senior Vice President for Business and
Finance and CFO

11-19-12
Date


Jeff M. S. Kaplan
Senior Vice President and Executive Officer

11-19-12
Date

URBAN F. MEYER


Coach

11/19/12
Date

**URBAN MEYER EMPLOYMENT AGREEMENT
ADDENDUM No. 2**

The Ohio State University ("Ohio State") and Urban F. Meyer ("Coach") entered into an Employment Agreement effective on November 28, 2011 and Addendum No. 1 to that agreement dated November 19, 2012 (collectively, the "Agreement"). Ohio State and Coach hereby desire to modify such Agreement as follows in this Addendum No. 2:

- 1) Paragraph 3.2 (4): Second sentence - "January 31" shall be replaced with "December 31."

- 2) Paragraph 3.4: The supplemental compensation for a BCS Bowl Game Appearance, a National Championship BCS Bowl Game Appearance and the corresponding "NOTE" shall be deleted and replaced with the following:

CFP BOWL GAME APPEARANCE: Team participation in a post-season, College Football Playoff ("CFP") bowl game	\$150,000
CFP SEMI-FINAL APPEARANCE: Team participation in the semi-finals (but not the finals) of the College Football Playoffs <i>[If the Team wins its semi-final CFP game, Coach is not entitled to receive this \$200,000]</i>	\$200,000
CFP FINAL APPEARANCE: Team participation in the finals of the College Football Playoffs,	\$250,000

Unless modified above, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 2

on the dates written below.

THE OHIO STATE UNIVERSITY

URBAN F. MEYER


BY:


Eugene D. Smith

10-12-14
Date


Urban F. Meyer

10/13/14
Date


Geoffrey S. Chatas
Senior Vice President for Business
and Finance and CFO

11.17.14
Date



**URBAN MEYER EMPLOYMENT AGREEMENT
ADDENDUM No. 3**

The Ohio State University ("Ohio State") and Urban F. Meyer ("Coach") entered into an Employment Agreement effective on November 28, 2011 and Addendum No. 1 to that agreement dated November 19, 2012 and Addendum No. 2 dated November 17, 2014 (collectively, the "Agreement"). Ohio State and Coach hereby desire to modify such Agreement as follows in this Addendum No. 3:

- 1) Paragraph 2.1: Paragraph 2.1 shall be deleted and replaced with the following:

This agreement is for a fixed-term appointment commencing on November 28, 2011 and terminating, without further notice to Coach, on January 31, 2021. The parties intend that, unless extended in accordance with the terms hereof, this agreement shall cover employment of Coach as head football coach for the 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019 and 2020 intercollegiate football seasons (including pre-season, post-season and championship play) and recruiting for such seasons, as well as preliminary recruiting for the 2021 season.

- 2) Paragraph 3.1.a: Paragraph 3.1.a shall be deleted and replaced with the following:

Base salary payable in substantially equal monthly installments in accordance with normal Ohio State procedures at the rate of Eight Hundred Eighteen Thousand Six Hundred Forty Dollars (\$818,640) per year. Coach's combined compensation set forth in Paragraphs 3.1.a, 3.2 and 3.3 shall be eligible to receive compensation increases, as approved by Ohio State's Board of Trustees, on or after February 1, 2016 for the annual term of February 1 through January 31. Such combined increases shall not be less than 6%, in the aggregate, per contract year.

- 3) Paragraph 3.1.c: Paragraph 3.1.c shall be deleted and replaced with the following:

Ohio State shall also make an annual contribution in the amount of Four Hundred Eighty Thousand Dollars (\$480,000) to a defined contribution plan maintained by Ohio State and intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") (such plan hereinafter referred to as the "DC Plan") on December 31st of each year that Coach is employed as Head Football Coach beginning on December 31, 2015.

4) Paragraph 3.2, seventh (7th) paragraph: Paragraph 3.2, seventh paragraph (including subsections (1) – (6) below the seventh paragraph) shall be deleted and replaced with the following:

In exchange for these services, Ohio State guarantees that Coach shall receive compensation during his employment as Head Football Coach with Ohio State at the rate of Two Million Six Hundred Sixty-Five Thousand Three Hundred Sixty Dollars (\$2,665,360) per year. Such compensation shall be paid as follows:

- (1) For the period beginning February 1, 2015 and for each subsequent "contract year" (February 1 through January 31), Ohio State shall pay Coach One Million Six Hundred Fifteen Thousand Three Hundred Sixty Dollars (\$1,615,360) (plus any additional amounts payable pursuant to Section 3.1.a in substantially equal monthly installments and in accordance with normal Ohio State procedures. In addition, for the period beginning February 1, 2015 and for each subsequent contract year, Ohio State shall contribute One Million Dollars (\$1,000,000) per contract year to the DC Plan on December 31 of the applicable contract year (or in more frequent installments as determined by Ohio State in its sole and absolute discretion). Notwithstanding the foregoing: (a) to the extent that the Code limits or prohibits such contributions from being made to the DC Plan, Ohio State shall contribute such amounts to a defined contribution plan that is a nonqualified deferred compensation plan; and (b) if Coach is not employed as Head Football Coach on the last day of the applicable contract year, the aggregate contribution to the plans described in this Paragraph 3.2(1) for that contract year shall be equal to One Million Dollars (\$1,000,000), multiplied by a ratio, the numerator of which is the number of days Coach was employed as Head Football Coach that contract year, and the denominator of which is 365.
- (2) Subject to any Code limits, Ohio State shall make an annual contribution of Fifty Thousand Dollars (\$50,000) to The Ohio State University 403(b) Retirement Plan, as amended from time to time (the "403(b) Plan"), on January 31, 2016 and January 31 of each subsequent contract year (or in more frequent installments as determined by Ohio State in its sole and absolute discretion). Notwithstanding the foregoing, if Coach is not employed as Head Football Coach on the last day of the applicable contract year, the aggregate contribution to the 403(b) Plan for that contract year shall be equal to Fifty Thousand Dollars (\$50,000), multiplied by a ratio, the numerator of which is the number of days Coach was employed as Head Football Coach that contract year, and the denominator of which is 365.

5) Paragraph 3.3, third (3rd) paragraph: The third paragraph of Paragraph 3.3 shall be

deleted and replaced as follows:

In consideration of his obligations under this Paragraph 3.3, Ohio State guarantees that Coach shall receive from Ohio State additional compensation during his employment as Head Football Coach with Ohio State at the rate of One Million Five Hundred Sixty-Six Thousand Dollars (\$1,566,000) per year. Such amount shall be paid on the same schedule as the payments for "Media, Promotions and Public Relations" and will be paid monthly in substantially equal installments commencing effective February 1, 2015 and then monthly thereafter for each month that Coach is employed as Head Football Coach.

6) Paragraph 3.4, third (3rd) paragraph: The third paragraph of Paragraph 3.4 shall be deleted and replaced as follows:

BIG TEN ³ EAST DIVISION CHAMPION	\$50,000
WINNER OF BIG TEN CHAMPIONSHIP GAME	\$100,000
CFP BOWL GAME APPEARANCE: Team participation in a post-season College Football Playoff ("CFP") bowl game	\$200,000
CFP SEMI-FINAL APPEARANCE: Team participation in the semi-finals but not the finals of the College Football Playoff <i>[if the team wins its semi-final CFP game, coach is not entitled to receive this \$250,000]</i>	\$250,000
CFP FINAL APPEARANCE: Team participation in the finals of the College Football Playoffs	\$350,000
BIG TEN COACH OF THE YEAR	\$50,000
NATIONAL COACH OF THE YEAR	\$75,000

7) Paragraph 3.10, third (3rd) sentence: The third sentence of Paragraph 3.10 shall be deleted and replaced with the following:

As additional compensation, Ohio State agrees to let Coach use such jet aircraft for

³ "Big Ten" or "Big Ten Conference" shall mean the Big Ten Conference, its successor or any other athletic conference of which the University may be a member.

his personal use for fifty (50) hours (in-air and dead time inclusive) each year during the term of this agreement.

8) Paragraph 3.11: Paragraph 3.11 shall be deleted and replaced as follows:

Ohio State shall pay Coach the following sums if he is employed as Head Football Coach on the following dates:

a) Two Hundred Sixty Thousand Dollars (\$260,000) – March 31, 2015, payable within thirty (30) days following such date (provided that this Addendum has been fully-executed and approved by the Board of Trustees);

b) Sixty Thousand Dollars (\$60,000) – January 31, 2016, payable within thirty (30) days following such date;

c) One Hundred Sixty Thousand Dollars (\$160,000) – January 31, 2017, payable within thirty (30) days following such date;

d) One Hundred Sixty Thousand Dollars (\$160,000) – January 31, 2018, payable within thirty (30) days following such date;

e) One Hundred Sixty Thousand Dollars (\$160,000) – January 31, 2019, payable within thirty (30) days following such date; and

f) One Hundred Sixty Thousand Dollars (\$160,000) – January 31, 2020, payable within thirty (30) days following such date.

9) Paragraph 5.2, chart: The chart in Paragraph 5.2 shall be deleted and replaced as follows:


<u>Date of Notice of Termination</u>	<u>Buy-Out Amount*</u>
At any time after contract execution but on or before January 31, 2016	\$34,080,525
Between February 1, 2016 - January 31, 2017	\$27,434,457
Between February 1, 2017 - January 31, 2018	\$21,345,100
Between February 1, 2018 - January 31, 2019	\$15,523,591
Between February 1, 2019 - January 31, 2020	\$10,038,327
Between February 1, 2020 - January 31, 2021	\$4,869,894

Ohio State hereby represents and warrants that all of its obligations owed to Coach as of January 31, 2015 under the Agreement have been or will be fully satisfied in accordance with the terms of the Agreement effective prior to this Addendum No. 3.

Unless modified above, all other terms and conditions of this Agreement shall remain in full force and effect.

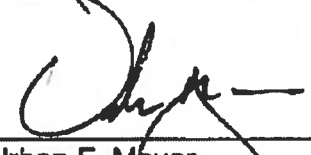
IN WITNESS WHEREOF, the parties have executed this Addendum No. 3 on the dates written below.

THE OHIO STATE UNIVERSITY
BY:



Eugene D. Smith
Vice President and Director
of Athletics

4-9-15
Date

URBAN F. MEYER


Urban F. Meyer

4/10/2015
Date


Geoffrey S. Chatas
Senior Vice President for Business
and Finance and CFO

4-10-15
Date



**URBAN MEYER EMPLOYMENT AGREEMENT
ADDENDUM No. 4**

The Ohio State University ("Ohio State") and Urban F. Meyer ("Coach") entered into an employment agreement effective on November 28, 2011, Addendum No. 1 to that agreement dated November 19, 2012, Addendum No. 2 to that agreement dated November 17, 2014 and Addendum No. 3 to that agreement dated April 12, 2015 (collectively, the "Agreement"). Ohio State and Coach hereby desire to modify such Agreement as follows in this Addendum No. 4:

- 1) Paragraph 2.1: Paragraph 2.1 shall be deleted and replaced with the following:

This agreement is for a fixed-term appointment commencing on February 1, 2018 and terminating, without further notice to Coach, on January 31, 2023. The parties intend that, unless extended in accordance with the terms hereof, this agreement shall cover employment of Coach as head football coach for the 2018, 2019, 2020, 2021 and 2022 intercollegiate football seasons (including pre-season, post-season and championship play) and recruiting for such seasons, as well as preliminary recruiting for the 2023 season.

- 2) Paragraph 2.4: A new paragraph 2.4 shall be added which states as follows:

If Coach remains as head coach of the Team through January 31, 2023 (or such earlier termination date as may be mutually agreed upon by the parties), Ohio State will give Coach an opportunity to be employed at the University in an administrative role with duties related to public relations, fund raising, assisting sport administrators with professional development programing for assistant coaches, lecturing in the Masters of Coaching curriculum, or such other or different duties as mutually agreed upon with the Director of Athletics. Ohio State shall determine appropriate compensation for such new position prior to its commencement. Compensation shall be commensurate with positions held by similarly qualified personnel at the University and other national peer institutions. Notwithstanding anything in this Agreement to the contrary, the parties agree that, if Coach is employed in such new position, Coach shall not be entitled to the Buyout Amount, if any, set forth in Section 5.2.

- 3) Paragraph 3.1.a: Paragraph 3.1.a shall be deleted and replaced with the following:

Annual base salary of Eight Hundred Forty Thousand Dollars (\$840,000), which shall be subject to all applicable withholdings and payable in accordance with Ohio State's normal payroll practices. Coach shall be eligible to receive compensation increases on the combined compensation set forth in Paragraphs 3.1.a, 3.2 and 3.3, as approved by Ohio State's Board of Trustees, on or after February 1, 2019 for the annual contract year of February 1 through January 31. Such combined increases shall not be less than 6%, in the aggregate, per contract year.

- 4) Paragraph 3.2, seventh (7th) paragraph: Paragraph 3.2, seventh paragraph (including subsection (1) below the seventh paragraph) shall be deleted and replaced with the following:

In exchange for these services, Ohio State guarantees that Coach shall receive compensation during his employment as Head Football Coach with Ohio State at the rate of

Four Million Five Hundred Forty-Four Thousand Dollars (\$4,544,000) per year. Such compensation shall be paid as follows:

(1) For the period beginning February 1, 2018 and for each subsequent "contract year" (February 1 through January 31), Ohio State shall pay Coach Two Million Five Hundred Twenty-Four Thousand Dollars (\$2,524,000) (plus any additional amounts payable pursuant to Section 3.1.a in substantially equal monthly installments and in accordance with normal Ohio State procedures. In addition, for the period beginning February 1, 2018 and for each subsequent contract year, Ohio State shall contribute One Million Nine Hundred Seventy Thousand Dollars (\$1,970,000) per contract year to the DC Plan on December 31 of the applicable contract year (or in more frequent installments as determined by Ohio State in its sole and absolute discretion). Notwithstanding the foregoing: (a) to the extent that the Code limits or prohibits such contributions from being made to the DC Plan, Ohio State shall contribute such amounts to a defined contribution plan that is a nonqualified deferred compensation plan; and (b) if Coach is not employed as Head Football Coach on the last day of the applicable contract year, the aggregate contribution to the plans described in this Paragraph 3.2(1) for that contract year shall be equal to One Million Nine Hundred Seventy Thousand Dollars (\$1,970,000), multiplied by a ratio, the numerator of which is the number of days Coach was employed as Head Football Coach that contract year, and the denominator of which is 365.

(2) Subsection (2) is not modified by this Addendum 4.

5) Paragraph 3.11: Paragraph 3.11 shall be deleted and replaced as follows:

Ohio State shall pay Coach the following sums if he is employed as Head Football Coach on the following dates:

a) One Hundred Sixty Thousand Dollars (\$160,000) – January 31, 2019, payable within thirty (30) days following such date;

b) One Hundred Sixty Thousand Dollars (\$160,000) – January 31, 2020, payable within thirty (30) days following such date;

c) One Hundred Sixty Thousand Dollars (\$160,000) – January 31, 2021, payable within thirty (30) days following such date; and

d) One Hundred Sixty Thousand Dollars (\$160,000) – January 31, 2022, payable within thirty (30) days following such date.

6) Paragraph 4.1 (e): A new subparagraph (e) shall be added which states as follows:

Coach shall promptly report to Ohio State's Deputy Title IX Coordinator for Athletics any known violations of Ohio State's Sexual Misconduct Policy (including, but not limited to, sexual harassment, sexual assault, sexual exploitation, intimate violence and stalking) that involve any student, faculty, or staff or that is in connection with a university sponsored activity or event. If Ohio State's Deputy Title IX Coordinator for Athletics is not available, then Coach shall make such report promptly to Ohio State's Title IX Coordinator. Any emergency situation should be immediately reported to 911 and/or law enforcement. For purposes of this Section 4.1 (e), a

"known violation" shall mean a violation or an allegation of a violation of Title IX that Coach is aware of or has reasonable cause to believe is taking place or may have taken place; and

7) Paragraph 4.10: A new Paragraph 4.10 shall be added which states as follows:

Coach and Ohio State recognize the importance of the safe and responsible treatment of student-athletes. Coach shall cooperate with Ohio State and the Director to maintain an environment focused on student-athlete health, safety and welfare.

8) Paragraph 5.1 (p): A new subparagraph (p) shall be added which states as follows and the numbering within the following paragraph shall be modified as follows:

(p) Failure by Coach to promptly report to Ohio State's Deputy Title IX Coordinator – Athletics or Ohio State's Title IX Coordinator any known violations of Ohio State's Sexual Misconduct Policy (including, but not limited to, sexual harassment, sexual assault, sexual exploitation, intimate violence and stalking) that involve any student, faculty, or staff or that is in connection with a university sponsored activity or event. For purposes of this Section 5.1(p), a "known violation" shall mean a violation or an allegation of a violation of Title IX that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.

It is recognized that this sub-section (5.1(a)-(p)) encompasses findings or determinations of violations during employment of Coach at Ohio State or any other institution of higher learning.

9) Paragraph 5.2: Paragraph 5.2 shall be deleted and replaced as follows:

If Coach's employment hereunder is terminated by Ohio State other than *for cause* (as delineated in Sections 4.2 and 5.1 above), then Ohio State shall pay to Coach severance as set forth below. The following chart illustrates the applicable severance amount ("Buy-Out Amount"⁵) under the provisions of this Section:

<u>Date of Notice of Termination</u>	<u>Buy-Out Amount*</u>
At any time after contract execution but on or before January 31, 2019	\$38,058,402
Between February 1, 2019 - January 31, 2020.....	\$29,585,178
Between February 1, 2020 - January 31, 2021.....	\$21,566,382
Between February 1, 2021 - January 31, 2022.....	\$13,977,717
Between February 1, 2022 - January 31, 2023.....	\$6,796,182

5.2.1 Subject to Section 5.2.3, Ohio State shall pay to Coach the Buy-Out Amount in a lump sum between the seventieth (70th) day and ninetieth (90th) day following the date of Coach's termination of employment; provided that, if this payment period spans two calendar years, the Buy-

⁵ In the event that such obligation extends beyond the contract term, then, if necessary, Ohio State's obligation to pay the Buy-Out Amount shall survive the expiration of the contract term.

Out Amount will be paid in the second calendar year. The Buy-Out Amount shall be subject to all applicable withholdings. Such amount shall fully compensate Coach for the loss of collateral business opportunities (whether media, public relations, camps, clinics, apparel or similar contracts, sponsorships or any other supplemental or collateral compensation or benefits of any kind) and Coach shall not be entitled to any further compensation and benefits under this Agreement.

5.2.2 If Coach's employment is terminated by Ohio State other than *for cause* (as delineated in Section 4.2 and Section 5.1 above), all employee benefits shall cease in accordance with the terms and conditions of the applicable employee benefit plans, programs and policies.

5.2.3 Notwithstanding the foregoing, the payment of the Buy-Out Amount shall be subject to the following:

(a) Coach agrees that as a condition of receiving the Buy-Out Amount, except for earned but unpaid compensation to the date of termination and any legally protected rights Coach has under any employee benefit plan maintained by Ohio State, Coach or, in the case of any amounts due after the Coach's death, the person to whom those amounts are payable (collectively, the "Payee") must execute a comprehensive release (either the exact release attached hereto as Exhibit A or a release identical to Exhibit A except for modifications which are required by subsequent changes in the law, which occurred after the date of execution of this Agreement and such changes pertain to the issues addressed in the release) (the "Release") within sixty (60) days of the date of Coach's termination. Upon Coach's other than for cause termination by Ohio State of his employment hereunder, the Payee will be presented with the Release and if the Payee fails to timely execute the Release, the Payee agrees to forego payment of the Buy-Out Amount from Ohio State. Coach acknowledges that Coach is an experienced person knowledgeable about the claims that might arise in the course of employment with Ohio State and knowingly agrees that the payments upon termination provided for in this Agreement are satisfactory consideration for the release of all possible claims described in the Release;

5.2.4 For purposes of this Section 5.2, any reference to Coach's "termination of employment" by Ohio State (or any form of the phrase "termination of employment") shall mean Coach's "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and Treasury Regulation Section 1.409A-1(h).

10) Paragraph 5.7: A new second sentence shall be added which states as follows:

In addition, in the event that it is determined, by Ohio State or the NCAA, that Coach was involved in NCAA infractions that cause Ohio State to pay penalties to the NCAA, then Coach shall reimburse Ohio State for such amounts Ohio State must pay to the NCAA.

Unless modified above, all other terms and conditions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 4 on the dates written below.

THE OHIO STATE UNIVERSITY
BY:

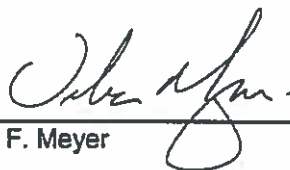


Eugene D. Smith
Senior Vice President and The
Wolfe Foundation Endowed Athletics Director

3-27-18

Date

URBAN F. MEYER



Urban F. Meyer

3-27-18

Date



Michael Papadakis
Interim Senior Vice President for Business
and Finance and Chief Financial Officer

4/6/18

Date

Exhibit A

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into between The Ohio State University ("University") and _____ ("Coach") (collectively, the "Parties") as follows:

BACKGROUND

A. Coach was employed by the University most recently as Head Football Coach in the University's Athletics Department.

B. On [DATE] (the "Termination Date"), the University terminated Coach's employment.

C. Coach entered into an Employment Agreement (the "Employment Agreement") with the University effective November 28, 2011. The Employment Agreement sets forth that if the University terminates Coach other than for "cause" pursuant to Section 5.2 of the Employment Agreement, the University will pay Coach, as liquidated damages and not compensation, a pre-determined amount based on the date of termination, as set forth in Section 5.2 of the Employment Agreement.

D. The Employment Agreement also sets forth that Coach must execute a comprehensive release within forty-five (45) days of the date of termination of employment.

E. Accordingly, the Parties now wish to enter into this Agreement providing consideration to Coach and providing the University with a comprehensive release of all claims from Coach.

AGREEMENT

In consideration of the promises to one another contained in this Agreement, the Parties agree as follows:

1. Payment to Coach. The University will pay Coach, as liquidated damages and not compensation, \$_____ within sixty (60) days of the Termination Date.

2. Release of Claims by Coach. (a) In consideration of the University's promises in this Agreement and subject to the University's compliance with all of its obligations under the Employment Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which Coach expressly acknowledges, Coach, on behalf of himself, his heirs, executors, administrators, successors, assigns, attorneys, and other personal representatives of whatever kind, releases and forever discharges the University, its predecessors, successors, and assigns, as well as the past, present, and future colleges, institutions, divisions, and departments of the University and its predecessors, successors, and assigns (collectively, the "OSU Entities"), as well as all past, present, and future officers, directors, managers, supervisors, employees, agents, independent contractors, attorneys, insurers, and any other representative of whatever kind (individually and in their official capacities) of the OSU Entities (collectively, the "Released Parties") from any action, claim, obligation, damages, cost or expense (including without limitation attorneys' fees) that Coach has or may have had against the Released Parties, whether known or unknown, and which existed on or before Coach executes this Agreement, including, without limitation, claims, arising directly or indirectly from

Exhibit A

Coach's employment with any of the OSU Entities while he was employed by any of the OSU Entities.

(b) This release covers all possible claims that are waivable by law, including but not limited to all claims that could be asserted in contract, in tort, under any state common law, under federal common law, under any state constitution, under the federal Constitution, or under any federal statute, state statute, local ordinance, or under any federal, state, or local regulation, except for any claims related to Coach's accrued and vested deferred compensation or other accrued and vested benefits under any employee benefit plan of the University in accordance with the terms of such plans and applicable law. This specifically includes, without limitation, claims arising under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protect Act of 1990, as amended.

(c) Coach represents and warrants that he has no pending charges, claims, suits, arbitrations, complaints, or grievances against the Released Parties with any federal, state, local, or other governmental agency, or in any court of law, or before any arbitration association. Coach acknowledges and agrees that he has received all wages, vacation pay, benefits, and all other compensation due to him from the University as a result of his former employment with the University. Further, Coach acknowledges and agrees that he has received all leave under the Family & Medical Leave Act of 1993, as amended, (FMLA) to which he may have been entitled. Coach agrees that he is not aware of any facts or circumstances constituting a violation of either the FMLA or the Fair Labor Standards Act of 1938, as amended, (FLSA) and, to the greatest extent permitted by applicable law, waives and releases any and all claims under the FMLA or FLSA.

(d) Coach expressly waives and releases any right he may have to recover any monetary relief resulting from any charge or any action or suit that may be instituted on Coach's behalf against the Released Parties by the Equal Employment Opportunity Commission, the Ohio Civil Rights Commission, or any other governmental agency.

3. Knowing and Voluntary Age Waiver Under Federal Law. This Agreement specifically waives any claims, known or unknown, that Coach has or may have had against the Released Parties for alleged age discrimination. In accordance with the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protect Act of 1990, Coach is specifically advised that he has the following rights in connection with whether he knowingly and voluntarily agrees to be bound by this Agreement:

- a. Time to Consider this Agreement. Coach has twenty-one (21) days in which to consider whether to sign this Agreement. Coach may take all twenty-one (21) days to consider, or Coach may take less than twenty-one (21) days to consider, if he so chooses. The Parties agree that any changes to this Agreement, whether material or immaterial, do not restart the twenty-one (21) day period.
- b. Consultation with Attorney. Coach is specifically advised in writing to consult an attorney to ensure that he understands all of the terms of this Agreement and understands the rights he is waiving by signing this Agreement.
- c. Ability to Revoke this Agreement. If Coach signs this Agreement prior to the expiration of the twenty-one (21) day period, Coach will then have

Exhibit A

seven (7) days in which to revoke his signature (the "Revocation Period"). If, after the Revocation Period, Coach has not revoked his signature, then this Agreement becomes effective and the Parties are bound by this Agreement's terms on the eighth day after Coach signs (the "Effective Date"). If, prior to the expiration of the Revocation Period, Coach decides to revoke his signature, Coach must send a registered letter to: Julie Vannatta, Senior Associate General Counsel, Office of Legal Affairs, The Ohio State University, 1590 North High Street, Suite 500, Columbus, Ohio, 43201. To be effective, this notice of revocation must be received by the University before the close of business on the seventh (7th) day after Coach signs this Agreement. If Coach revokes his signature, all of the offers from the University contained in this Agreement are rescinded, this entire Agreement is voided, and Coach is not entitled to the Settlement Payment or any other consideration provided to him by this Agreement.

- d. Knowing and Voluntary. In accordance with the statements contained in this Paragraph 3, Coach agrees that by signing this Agreement he acknowledges that he fully and completely understands and accepts the terms of this Agreement, including without limitation those contained in this Paragraph 3 of the Agreement; and that he enters into this Agreement freely and voluntarily.

4. Released Parties as Third-Party Beneficiaries. Each of the Released Parties is expressly intended to be a third-party beneficiary to this Agreement, which grants them, among other things, the right to sue upon and/or enforce the terms of this Agreement applicable to them.

5. No Admission of Liability. The Parties agree that this Agreement is entered into solely because of the dictates of the Employment Agreement. Nothing contained in this Agreement, and no actions undertaken by the Parties with respect to this Agreement, shall ever be treated as, or claimed or construed to be, an admission by any of the Parties of any fault, wrongdoing, liability, injury, or damages by them.

6. Breach. The Parties agree and acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which one of the Parties alleges a breach of this Agreement or asserts claims inconsistent with the terms of this Agreement. This Agreement may be specifically enforced by judicial proceedings. In the event of any legal action between the Parties for enforcement of any of the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to that party's damages or other relief awarded by a court of competent jurisdiction, that party's reasonable costs and attorneys' fees. However, the University shall not be entitled to recover damages, reasonable costs, and reasonable attorneys' fees, or impose any other penalty against Coach under this Agreement, based upon any challenge by Coach of whether he knowingly and voluntarily consented to the age waiver in this Agreement consistent with federal law.

7. No Waiver. No failure by any Party to insist upon compliance with any term of this Agreement, to exercise any option, enforce any right, or seek any remedy, upon any default of any other Party shall affect, or constitute a waiver of, that party's right to insist upon strict compliance, exercise that option, enforce that right, or seek that remedy with respect to the default or any prior, contemporaneous, or subsequent default; nor shall any custom or practice

Exhibit A

of the Parties at variance with any provision of this Agreement affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

8. Choice of Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio without regard to the principles or provisions of conflict of laws. The Parties agree that any action for a breach or threatened breach of this Agreement or relating to any matters referred to in this Agreement shall be maintained only in Franklin County, Ohio. The Parties consent and agree any court in Franklin County, Ohio shall have personal jurisdiction over them.

9. Entire Agreement. The Parties agree and acknowledge that this Agreement contains and comprises the entire agreement and understanding of the Parties; that no other representation, promise, covenant, or agreement of any kind whatsoever has been made to any of them to cause them to execute this Agreement; and that all agreements and understandings between the Parties are embodied and expressed in this Agreement. The Parties further agree and acknowledge that the terms of this Agreement are contractual, and not a mere recital, and the Parties intend this Agreement to be a substituted contract, not an executory accord. The Parties additionally agree that the terms of this Agreement shall not be amended or changed except in writing and signed by all Parties, including a duly authorized agent of the University.

10. Severability. If any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, and such determination becomes final, the University shall have the option of voiding this entire Agreement or enforcing the remaining provisions so as to give effect to the intentions of the Parties insofar as possible. The University shall communicate the decision of whether to void this entire Agreement or enforce the remaining provisions to Coach, in writing, within thirty (30) days of the final determination of the court of competent jurisdiction. If the University fails to communicate any decision, the remaining provisions of the Agreement shall be enforced so as to give effect to the intentions of the Parties insofar as possible.

11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Intentionally Left Blank, Signature Page Follows)

Exhibit A

BY SIGNING BELOW, EACH PARTY REPRESENTS THAT THEY HAVE READ THIS ENTIRE AGREEMENT CONSISTING OF SIX (6) PAGES AND ELEVEN PARAGRAPHS (11) PARAGRAPHS, AND OF THEIR OWN FREE WILL VOLUNTARILY AGREE TO BE BOUND BY THE AGREEMENT:

THE OHIO STATE UNIVERSITY:

[COACH]

Signature of Authorized Representative

Signature

Name: _____

Title: _____

Printed Name

Date

Date