



September 11, 2018

Via email and U.S. Mail

The Koffel Law Firm  
Attn: Brad Koffel  
The Watermark Island Building  
1801 Watermark Drive, Suite 350  
Columbus, OH 43215

Re: *Zach Smith*

Dear Mr. Koffel:

This letter is in follow up to your email to me dated August 10, 2018 where you asked to get confirmation that your client, Zach Smith's contract was being honored, and that he would be paid the balance of his salary. As you know, on the day Mr. Smith was terminated he was employed by the University only under a limited Term Sheet (enclosed). As the last paragraph of the Term Sheet states, the Term Sheet was to be in effect until a more thorough, formal contract could be drafted, fully-executed by all necessary parties and approved by the Board of Trustees. To be clear, no such formal contract was ever fully executed or in effect. The Term Sheet does not set forth any obligation to pay severance or buy-out to Mr. Smith if he is terminated. Therefore, it is the University's position that Mr. Smith is not owed any severance or buy-out.

Furthermore, the Assistant Football Coach Employment Agreement for 2018-2019 ("Employment Agreement") was never fully executed by the University prior to Mr. Smith's termination, and therefore, the terms of that Employment Agreement never went into effect.

Moreover, even if the Employment Agreement had been fully executed, Mr. Smith would have been terminated by the University under the for cause provision in Section 5.1 of the Agreement. To that end, and without waiving any legal defenses or rights, this letter serves as written notice to Mr. Smith that his effective date of termination was July 23, 2018.

Very truly yours,

Julie D. Vannatta

Sr. Associate General Counsel - Athletics  
Sr. Associate Athletic Director - Legal

JDV/cln  
Enclosure  
{00350146-1}



### Terms of Employment – Zachary Smith

The Ohio State University, on behalf of its Department of Athletics ("Ohio State"), and Zachary Smith ("Coach") have had certain discussions regarding Coach's employment as Ohio State's Assistant Coach - Football. The parties recognize that Ohio State shall present Coach with a more thorough and formal employment contract addressing additional terms of employment in the near future. Until that time, the parties hereby agree to the below terms as follows:

1. Ohio State shall employ Coach as Assistant Coach - Football for a term commencing on February 1, 2018 and terminating, without further notice to Coach, on January 31, 2019.
2. Ohio State shall pay Coach total guaranteed cash compensation at the rate of \$340,000 per year for the term commencing on February 1, 2018 and terminating on January 31, 2019.
3. Ohio State shall pay Coach bonuses as supplemental compensation as follows:
  - a. Big Ten Division Champion – 8.5% base salary at Coach's then-current rate;
  - b. Win Big Ten Conference championship game – 4.25% base salary at Coach's then-current rate;
  - c. Participation in a post-season College Football Playoff ("CFP") bowl game – 17% base salary at Coach's then-current rate;
    1. Participation in a non-CFP bowl game and has nine (9) wins in a given season – 4.25% base salary at Coach's then-current rate;
  - d. Participation in the semi-finals (but not the finals) of the CFP – 21.25% base salary at Coach's then-current rate;
  - e. If Team wins semi-final CFP game, and participates in the finals of the CFP, Coach is not entitled to (d) above. Instead – 25.5% base salary at Coach's then-current rate.
4. If Ohio State pays Coach one or more of the bonuses set forth in paragraph 3 above, and if such achievement(s) are subsequently vacated by Ohio State or 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), then Coach shall repay to Ohio State all supplemental compensation received by Coach for such vacated achievement(s).
5. Ohio State shall pay Coach a stipend of \$600/month, which shall be used to cover automobile costs for one automobile.
6. Ohio State shall provide Coach 6 football season tickets, 2 men's basketball season tickets.
7. The parties agree that Ohio State has the exclusive rights to its youth athletic camps, but Coach shall have the opportunity to earn supplemental compensation by assisting in the marketing, supervision and general administration of football camps.

8. Coach shall appear on television and radio Coach's shows and other media programs as requested by Ohio State. Coach shall assign to Ohio State all rights, title and interest in his name, likeness and other indicia identified with Coach in connection with such media programming.
9. If Coach terminates his employment with Ohio State at any time during the term of the contract, for any employment (other than a head coaching position), Coach shall pay Ohio State One Hundred Thousand dollars (\$100,000).


The parties recognize that this term sheet represents a preliminary understanding of the parties and shall form the basis of a formal agreement. Final agreement is subject to completion of a satisfactory background and compliance check, as well as approval of Ohio State's President, Executive Vice President and Provost and Board of Trustees.

THE OHIO STATE UNIVERSITY

COACH

  
Eugene D. Smith

Sr. Vice President and Wolfe Foundation  
Endowed Athletics Director

  
Zachary Smith

Date: 2/12/18

Date: 2-14-18