



August 30, 2018

Eugene D. Smith
1 Miranova Place, Suite 705
Columbus, OH 43215

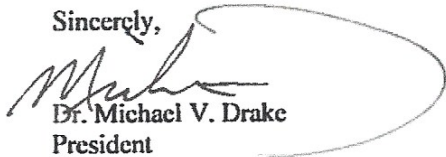
Dear Gene:

The University and you are parties to an Employment Agreement effective February 1, 2015, and amended by Amendment 1 dated March 1, 2016 and Amendment 2 dated May 12, 2016 (the "Agreement"). This letter serves to confirm that the University and you have agreed to modify Paragraphs 3.1.a, 3.2, and 3.7(a) of the Agreement for the month of September 2018.


The University and you agree that, for the month of September 2018, your monthly salary (as defined below) shall be \$58,871.43, subject to applicable withholdings, instead of \$119,582.59, subject to applicable withholdings. This reflects a reduction in your monthly salary equal to \$60,711.16 for the month of September. For purposes of this letter, "monthly salary" means: (1) 1/12 of the annual cash compensation payable pursuant to Paragraphs 3.1.a (annual base salary) and 3.2 (Media, Promotions and Public Relations), plus (2) the monthly amount set forth in Paragraph 3.7(a).

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

Sincerely,




Dr. Michael V. Drake
President



Michael Papadakis
Interim Senior Vice President for Business
& Finance and CFO

I have read the above terms and conditions and understand and agree to them.



Eugene D. Smith

Sept. 4, 2018
Date