

## ADDENDUM NO. 1

On June 30, 2006, The Ohio State University ("Ohio State") and James P. Tressel ("Coach") entered into an employment agreement (the "Agreement"). The parties hereby desire to modify such Agreement and the following terms and conditions supersede the provisions of that Agreement:

- 1) Section 1.2 -- Section 1.2 shall be modified to read as follows:

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

- 2) Section 1.3 -- The last sentence of Section 1.3 shall be modified to read as follows:

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.

- 3) Section 3.1.a -- Section 3.1.a shall be modified to read as follows:

Base salary, payable in monthly installments in accordance with normal Ohio State procedures, according to the following schedule:

February 1, 2006 – January 31, 2007	\$450,000
February 1, 2007 – January 31, 2008	\$500,000
February 1, 2008 – June 30, 2008	\$208,333
July 1, 2008 - January 31, 2009	\$335,417
February 1, 2009 – January 31, 2010	\$600,000
February 1, 2010 – January 31, 2011	\$625,000
February 1, 2011 – January 31, 2012	\$650,000
February 1, 2012 – January 31, 2013	\$675,000

- 4) Section 3.1.b – Section 3.1.b shall be deleted and the subsequent subsections shall be appropriately re-numbered as 3.1.b – d.
- 5) Former Section 3.1.d (now Section 3.1.c) -- "Senior administrative and professional staff" shall be replaced with "head coaching staff."
- 6) Section 3.2 – The sums which Coach shall receive under this Section 3.2 shall be modified to read as follows:

February 1, 2006 – January 31, 2007	\$524,000
February 1, 2007 – January 31, 2008	\$675,000

February 1, 2008 – June 30, 2008	\$291,667
July 1, 2008 - January 31, 2009	\$758,333
February 1, 2009 – January 31, 2010	\$1,350,000
February 1, 2010 – January 31, 2011	\$1,375,000
February 1, 2011 – January 31, 2012	\$1,450,000
February 1, 2012 – January 31, 2013	\$1,475,000

7) Section 3.3 –

a) The following footnote <sup>1</sup> should be added after "NCAA" in the 10<sup>th</sup> line of the second paragraph:

<sup>1</sup> "NCAA " shall mean the National Collegiate Athletic Associations and its successors.

b) The sums which Coach shall receive under this Section 3.3 shall be modified to read as follows:

February 1, 2006 – January 31, 2007	\$429,000
February 1, 2007 – January 31, 2008	\$625,000
February 1, 2008 – June 30, 2008	\$260,417
July 1, 2008 - January 31, 2009	\$560,000
February 1, 2009 – January 31, 2010	\$990,000
February 1, 2010 – January 31, 2011	\$1,020,000
February 1, 2011 – January 31, 2012	\$1,050,000
February 1, 2012 – January 31, 2013	\$1,100,000

8) Section 3.4 -- The following shall be deleted from Section 3.4:

If Coach participates in the #1 versus #2 BCS bowl game (or other similar Division 1 national championship game if the BCS system is no longer in existence) during the term of this agreement and wins such game, Coach and the University agree to begin negotiating, in good faith, the terms for a new employment agreement that would supersede this Agreement.

9) Section 3.6 -- Section 3.6 shall be modified to read as follows:

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.

10) Section 3.7 -- "governing athletic rules" shall be capitalized to read "Governing Athletic Rules"<sup>2</sup> and the following footnote <sup>2</sup> shall be added:

<sup>2</sup>"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, and competition.

11) Section 3.8 – The second sentence of Section 3.8 shall be modified to read as follows:

Liability, collision and comprehensive insurance on such automobiles shall be provided by Ohio State at its sole expense in amounts required by University Rules (as defined in Section 4.1), which may be amended from time to time.

12) Section 3.10 -- Section 3.10 shall be modified to read as follows:

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 twenty (20) hours [in-air and dead time inclusive] each year during the term of this agreement. Coach's use of such private aircraft for recruiting use shall not exceed fifty (50) hours [in-air and dead time inclusive] during each contract year of this agreement.

13) Section 3.13 -- A new Section 3.13 shall be added as follows:

Summer Camps. Coach agrees that Ohio State has the exclusive right to operate summer youth football camps on its campus using Ohio State facilities. Ohio State shall allow Coach the opportunity to earn supplemental compensation by assisting with Ohio State's camps. Coach may choose not to participate in Ohio State's camps. At least ninety (90) days before each camp, Coach shall indicate to Ohio State whether or not Coach intends to accept the opportunity to earn such supplemental compensation for such year. If Coach so elects, then Coach agrees to assist in the marketing, supervision, and general administration of Ohio State's summer football camps. Coach also agrees that he will perform all obligations otherwise 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. 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.

14) Section 4.1(c) --

a) "university policies" in the last sentence shall be replaced with "University Rules"<sup>3</sup> and the following footnote <sup>3</sup> shall be added:

<sup>3</sup>"University Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitution, and official or authoritative interpretations thereof, 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.

b) The following footnote <sup>4</sup> shall be added after "Big Ten Conference"<sup>4</sup> in the last sentence:

<sup>4</sup>"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.

15) Section 4.1(d) shall be modified to read as follows:

Know, recognize and comply with all federal, state and local laws, as well as all applicable University Rules and Governing Athletic Rules, supervise and take appropriate steps 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 any such laws, University Rules and Governing Athletic Rules. Coach shall cooperate fully with the Department's Office of Compliance Services at all times. Coach and/or the Director of Football Operations shall review and approve in writing all requests for expense reimbursements by assistant football coaches and graduate football assistants prior to submission to Ohio State to reasonably 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; and

16) Section 4.1 (e) shall be deleted and replaced with the following:

Coach shall have such other and further duties and responsibilities as Ohio State and/or the Director may establish from time to time at its discretion.

17) Section 4.2 -- The following shall be added as an additional sentence to the end of Section 4.2:

Any 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.

- 18) Section 4.4 -- The fourth sentence ("Such approvals shall not be unreasonably withheld.") shall be deleted.
- 19) Section 4.5 -- Substitute "University Rules" for "Ohio State's staff policies" in the last sentence.
- 20) Section 4.6 -- Substitute "University Rules" for "the rules, regulations or policies of Ohio State" in the first sentence.
- 21) Section 4.7 -- Substitute "Rules" for "regulations" and "Governing Athletic Rules" for "governing athletic rules" in the first sentence.
- 22) Section 4.9 -- Substitute "University Rules" for "Ohio State policies, practices and procedures applicable to staff" in the sentence.
- 23) Section 5.1 shall be modified to read as follows:

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 if the Director notifies Coach that it 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 has been given to Coach by the Director or as determined by the Director, and Coach has continued such neglect, inattention, refusal or inability during a subsequent reasonable period specified 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) of any laws, University Rules or Governing Athletic Rules; or
- c. A breach of contract terms, as determined by the Director, or a violation of a criminal statute or regulation (excluding minor traffic violations); 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 as determined by Ohio State; 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 any request or inquiry relating to the performance of his duties hereunder or the performance of his duties during his 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. Counseling or instructing by Coach of any coach, student or other person to fail to respond accurately and fully 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 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 he 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 his ability to perform his 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
- l. 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 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 known to Coach of Governing Athletic Rules or University Rules 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 his personal conduct to conventional 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 arrest by the relevant authorities.

It is recognized that this sub-section (5.1 a-n) 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 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 and the intended effective date of termination.
- 5.1.2 Termination for Cause/Loss of Compensation and Benefits. In the event this agreement is terminated *for cause* under Sections 4.2 and 5.1, Coach shall not be entitled to receive any further compensation or benefits under this agreement. 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 termination of his employment.

24) Section 5.2 -- The first parenthetical in the first sentence shall be modified to read as follows: "(as delineated in Sections 4.2 and 5.1)." In addition, "Two Million Dollars (\$2,000,000.00)" in the first sentence shall be replaced with "Three Million Dollars (\$3,000,000.00)."

25) Section 5.3.c – Section 5.3.c shall be deleted and the subsequent subsections shall be appropriately re-numbered as 5.3.c – e (the period at the end of subsection 5.3.e shall be replaced with a semicolon and the word "and."

26) Section 5.3.f – A new Section 5.3.f shall be added as follows:

Upon notice from Coach that he intends to terminate his employment under this agreement, Coach may request from Ohio State the opportunity to have a non-tenure track faculty position at Ohio State. If Coach makes such a request, and if Ohio State does not have "cause" to terminate this agreement under Section 5.1, then Ohio State shall make a non-tenure track faculty position available to Coach. Salary, benefits and other terms of employment for such non-tenure track faculty position shall be mutually agreed-upon between Coach, the Department of Athletics and the appropriate academic unit. Upon execution of such an agreement, this agreement shall terminate. The non-tenure track faculty position shall have a term not to exceed five (5) years, and shall be re-evaluated at the conclusion of such term.

27) Section 5.5 -- Section 5.5 shall be deleted and replaced with the following:

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 totally or permanently disabled (as defined in Internal Revenue Code Section 409A (a)(2)(C)) or is otherwise unable to perform the essential functions of the job, with or without a reasonable accommodation.

28) Section 5.6 -- A new last sentence shall be added to read as follows: "If Coach violates this provision, he will not be entitled to any post-termination benefits and will be required to return any that have been disbursed."

29) Section 7.0 -- The word "basketball" in the last sentence shall be replaced with the word "football."

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

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates written below.

THE OHIO STATE UNIVERSITY

William J. Shkurti  
William J. Shkurti  
Senior Vice President  
for Business and Finance

JAMES P. TRESSEL

James P. Tressel

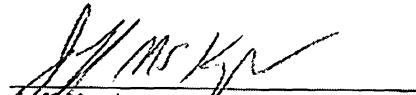
Date: 4-4-08

Date: 6-5-08



Eugene D. Smith  
Assistant Vice President and  
Director of Athletics

Date: 6-5-08



Jeff Kaplan  
Senior Vice President and  
Special Assistant to the President

Date: 6-6-08

## **EMPLOYMENT AGREEMENT**

The Ohio State University ("Ohio State") and James P. Tressel ("Coach") agree as follows:

### **1.0 Employment**

1.1 Subject to the terms and conditions of this agreement, Ohio State shall employ Coach as the head coach of its football team (the "Team"). Coach represents and warrants that he is fully qualified to serve, and is available for employment, in this capacity.

1.2 Coach shall be responsible, and shall report directly, to Ohio State's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also confer with the Director and Ohio State's designated academic affairs liaison to the Department of Athletics, and reach mutual agreement, before Coach promises to award any athletic scholarships to football 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.

1.4 Coach shall manage and supervise the Team and shall perform such other duties in Ohio State's athletic program, consistent with his status as head coach, as the Director may 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 February 1, 2006 and terminating, without further notice to Coach, on January 31, 2013. Each contract year shall begin on February 1 and terminate on January 31. The parties intend that unless extended this agreement shall cover employment of Coach as head football coach for the 2006, 2007, 2008, 2009, 2010, 2011 and 2012 intercollegiate

football seasons (including pre-season, post-season and championship play) and recruiting for such seasons, as well as preliminary recruiting for the 2013 season.

2.2 The term of this agreement may be extended for an additional three (3) year period (February 1, 2013 – January 31, 2016) (the “Extension Agreement”) if the parties mutually agree in writing to do so no later than March 1, 2010. The terms of the Extension Agreement shall be mutually agreed upon in writing, and may be different from the terms of this agreement.

2.3 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.

### **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, payable in monthly installments in accordance with normal Ohio State procedures, according to the following schedule:

February 1, 2006 – January 31, 2007	\$450,000
February 1, 2007 – January 31, 2008	\$500,000
February 1, 2008 – January 31, 2009	\$500,000
February 1, 2009 – January 31, 2010	\$525,000
February 1, 2010 – January 31, 2011	\$550,000
February 1, 2011 – January 31, 2012	\$575,000
February 1, 2012 – January 31, 2013	\$600,000;

b. \$500,000 one-time “signing” bonus payable upon execution of this agreement;

c. Ohio State shall also make an annual contribution in the amount of Forty Thousand Dollars (\$40,000) to Ohio State's Retirement Contribution Plan no later than December 31<sup>st</sup> of each contract year that Coach is employed as Head Football Coach;

d. Such normal employee benefits as Ohio State provides generally to its senior administrative and professional staff; and

e. Such normal employee benefits as Ohio State's Department of Athletics (the "Department") provides generally to its head coaching staff.

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 best efforts (schedule permitting) to make himself 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, and other programs (hereinafter called "Programs") that may be offered 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.

Coach agrees to work with Ohio State in order for the Programs to be successful. 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 (or those of the assistant coaches if so indicated) services to, and perform satisfactorily on, the following Programs:

- a. A live weekly head coach's radio show on which Coach personally appears, of approximately 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 the University plays;
- b. A daily head coach's radio show, consisting of a taped interview with Coach, of approximately five 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;
- c. A pre-game radio show consisting of a taped or live interview program with Coach, approximately fifteen minutes in length, to be broadcast prior to each football game broadcast over the network;
- d. A post-game radio show consisting of a live interview program with Coach or one of his assistant coaches, approximately fifteen 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;
- e. A weekly television show on which Coach personally appears, of approximately one-half hour in length, to be broadcast on 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;

- f. A weekly television show of approximately one-half hour in length on which Coach personally appears in the final segment only, featuring highlights of the most recent University football game (a minimum of 11 shows per season), to be broadcast on the Sunday following each football game or other weekly television show to which Ohio State may license its rights during the term of this agreement;
- g. Participate, as mutually agreed, in providing content to Ohio State's football website (with a current domain name of "Coachtressel.com") to either Ohio State or current Ohio State's third-party rights holder of such website; and
- h. Any other programs or appearances or any modifications to the above appearances that the parties mutually agree upon.

Ohio State shall use its best efforts to negotiate with RadiOhio, Inc. ("WBNS") to schedule the shows set forth in paragraphs (a) and (b), 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 order for the Programs to be 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, autograph, 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. 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 neither Coach nor the assistant coaches shall 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 (and will ensure that the assistant coaches 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) or from appearing in a regular, five-minute, pre-game coach's television show. 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 the following sums as additional compensation during each year of his employment as Football Coach with Ohio State:

February 1, 2006 – January 31, 2007	\$524,000
February 1, 2007 – January 31, 2008	\$675,000
February 1, 2008 – January 31, 2009	\$700,000
February 1, 2009 – January 31, 2010	\$725,000
February 1, 2010 – January 31, 2011	\$750,000
February 1, 2011 – January 31, 2012	\$775,000
February 1, 2012 – January 31, 2013	\$800,000;

This amount shall be paid monthly in equal installments commencing effective July 1, 2006 and then monthly thereafter for each month in which Coach is employed as Head Football Coach. These provisions relating to payment for media, promotions and public relations shall be subject to 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.

**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, Coach shall submit all outside consulting agreements to Ohio State for review and approval prior to execution. Coach must also report such outside income to Ohio State in accordance with NCAA 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.

Coach shall receive the following amounts per year during each year that Coach is employed as Head Football Coach with Ohio State. Such amount shall be paid on the same schedule as the payments for "Media, Promotions and Public Relations" and

will be paid monthly in equal installments commencing effective July 1, 2006 and then monthly thereafter for each month that Coach is employed as Head Football Coach.

February 1, 2006 – January 31, 2007	\$429,000
February 1, 2007 – January 31, 2008	\$625,000
February 1, 2008 – January 31, 2009	\$625,000
February 1, 2009 – January 31, 2010	\$650,000
February 1, 2010 – January 31, 2011	\$675,000
February 1, 2011 – January 31, 2012	\$700,000
February 1, 2012 – January 31, 2013	\$725,000;

3.4 Exceptional Achievements. For each of the achievements listed below, within sixty (60) days of the achievement, Ohio State shall add the following sums to an Ohio State endowment fund, current use fund or construction fund of Coach's choosing:

**GRADUATION SUCCESS RATE FOR FOOTBALL AS REPORTED TO OHIO STATE BY NCAA:**

60%	\$30,000
70%	\$50,000
80%	\$100,000

**PERCENT OF FOOTBALL SCHOLARSHIP STUDENT-ATHLETES AT THE END OF EACH QUARTER (EXCEPT FOR SUMMER QUARTER) WITH CUMMULATIVE G.P.A.'S OF 3.0 AND ABOVE:**

40%	\$20,000 per academic quarter
50%	\$30,000 per academic quarter
60%	\$50,000 per academic quarter

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

**PARTICIPATION in #1 v. #2 BCS BOWL GAME\*** \$200,000

\*or other similar Division 1 national championship game if the BCS system is no longer in existence

If Coach participates in the #1 versus #2 BCS bowl game (or other similar Division 1 national championship game if the BCS system is no longer in existence) during the term of this agreement and wins such game, Coach and the University agree to begin negotiating, in good faith, the terms for a new employment agreement that would supersede this Agreement.

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

- a. Four Hundred Thousand Dollars (\$400,000) – January 31, 2007
- b. Four Hundred Twenty-Five Thousand Dollars (\$425,000) – January 31, 2008
- c. Four Hundred Twenty-Five Thousand Dollars (\$425,000) – January 31, 2009
- d. Four Hundred Twenty-Five Thousand Dollars (\$425,000) – January 31, 2010
- e. Four Hundred Fifty Thousand Dollars (\$450,000) – January 31, 2011
- f. Four Hundred Fifty Thousand Dollars (\$450,000) – January 31, 2012
- g. Nine Hundred Twenty-Five Thousand Dollars (\$925,000) – January 31, 2013

Coach shall have no right to assign, alienate, pledge, or encumber, either voluntarily or involuntarily, any conditional interest in or future benefits anticipated under this Section 3.5, and no creditor of Coach shall have any right to claim the same.

Section 3.5 of this agreement is intended to conform to the requirements of Section 409A of the Internal Revenue Code and all rules, regulations, and other pronouncements issued thereunder and shall be construed accordingly.

3.6 Coach shall make one (1) 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 September 30 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 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.

3.7 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 rules.

3.8 While Coach is employed as Head Football Coach, Ohio State shall furnish Coach and his wife one (1) automobile each. Liability, collision and comprehensive insurance on such automobiles shall be provided by Ohio State at its sole expense in amounts required by university regulations. Operational expense of such automobiles and any collision or liability damages not covered by insurance shall be borne by Coach.

3.9 Ohio State will annually, without charge, make available to Coach forty (40) tickets in Ohio Stadium to each home football game as well as ten (10) press booth credentials for Coach's applicable press seating for each home football game. Coach shall also receive, without charge, four (4) tickets to each home men's basketball 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 and press booth credentials, including, but not limited to, the prohibition against re-selling tickets. Ohio State shall also give Coach four (4) season parking passes for each football season during the term of this agreement.

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 ten (10) hours each year during the term of this agreement. Coach's use of such private aircraft for recruiting use shall not exceed \$225,000 during each contract year of this agreement.

3.11 Ohio State shall also provide Coach, while Coach is employed as Head Football Coach, 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.

3.12 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.

#### **4.0 Coach's Specific Duties and Responsibilities**

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

- a. Devote Coach's full time and 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 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, all academic counselors or similar persons designated by Ohio State to assist student-athletes and shall use his personal 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 policies, 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 policies, rules and regulations of Ohio State, and governing athletic rules, including but not limited to, the Big 10 Conference and the NCAA; supervise and take appropriate steps 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, policies, rules and regulations; 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 any such laws, policies, rules or regulations. Coach shall cooperate fully with the Department's Office of Compliance Services at all times. Coach and/or the Director of Football Operations shall review and approve in writing all requests for expense reimbursements by assistant football coaches and graduate football assistants prior to submission to Ohio State to reasonably ensure accuracy and compliance with all such laws, policies, rules, regulations and governing athletic rules, and upon such satisfactory review, shall forward the same to Ohio State with his approval for payment; and
- e. Assist in the marketing, supervision and general administration of Ohio State's football camps. Coach agrees that Ohio State has the exclusive right to operate youth football camps on its campus using Ohio State facilities. Coach also agrees that he will perform all obligations mutually agreed to by the parties with respect to such camps.

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 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 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.

4.3 Coach agrees that he shall not, under any circumstances, discuss or negotiate directly or indirectly his prospective employment with any other institution of higher learning except between the final day of the regular football season and January 2<sup>nd</sup> of each year in which this agreement is in effect (or until the day after the national championship game if Ohio State is playing in the game to determine the national championship). Coach agrees that he shall not, under any circumstances, discuss or negotiate directly or indirectly his prospective employment with any professional athletic team except between the final day of the regular collegiate football season and January 15<sup>th</sup> of each year in which this agreement is in effect. Coach agrees to provide the Director with written notice prior to engaging in such discussions or negotiations. In the final year of this agreement, Coach is granted permission to discuss such employment with any person or entity at any time after the final day of the regular football season. It is particularly understood that on-going rumors or media reports of such negotiations are damaging to Team morale and recruiting, and therefore the parties expressly agree that time is of the essence as to the provisions of this Section 4.3, and that the same shall be strictly construed.

Except as provided in Section 5.3 hereof, Coach shall not, under any circumstances, 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 of this agreement, without the prior written approval of the Director.

4.4 Subject to the foregoing, Coach may, with the prior written approval of the Director, enter into separate arrangements for sports camps, radio and television programs and endorsements. Coach shall not be permitted to participate in any business transactions or endorse any products or appear on any radio, television, internet or any other programs which may discredit or bring undue criticism to Ohio State or which impinge upon any contractual obligations of Ohio State. Coach may not associate Ohio State's name, logos, trademarks, symbols, insignias, indicia, service marks or reputation in connection with any such arrangements without the prior written approval of the Director and Ohio State's Office of Trademark and Licensing Services. Such approvals shall not be unreasonably withheld. 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.

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) sports camps; (iii) housing benefits (including preferential housing arrangements); (iv) country club memberships; (v) complimentary ticket sales; (vi) television and radio programs; and (vii) endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers. The approval of such athletically-related income and benefits shall be consistent with Ohio State's staff policies related to outside income and benefits, if any, applicable to all full-time or part-time employees.

4.6 Unless otherwise prohibited by law or the rules, regulations or policies of Ohio State, 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 regulations 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 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. Although Coach and the Director or the Director's designee shall meet at least annually to discuss potential opponents, Coach may suggest potential opponents or discuss scheduling concerns at any time.

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 that all personnel and students subject to his direct control or authority comply with such policies. Coach represents and warrants that he 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, Ohio State policies, practices and procedures applicable to staff will govern.

## 5.0 Termination

5.1 Termination by Ohio State for Cause – Ohio State may terminate this agreement at any time *for cause*, which, for the purposes of this agreement, shall be limited to the occurrence of one or more of the following (the same conduct may constitute cause in one or more of the following subsections):

- a. Neglect or inattention by Coach to the duties of Head Football Coach or Coach's refusal or unwillingness or inability to perform such duties in good faith after reasonably specific written notice has been given to Coach by the Director, and Coach has continued such neglect, inattention, refusal, unwillingness or inability during a subsequent reasonable period specified by Ohio State; or

- b. A material, as determined by Ohio State, breach of this agreement by Coach after receipt of a written notice from Ohio State specifying the act(s), conduct, or omission(s) constituting such breach which breach cannot be or has not been cured within thirty (30) days after the date that a written notice by Ohio State identifying such breach is sent; or
- c. Commission by Coach of a crime whether prosecuted or not (excluding minor traffic offenses) or violation by Coach of any Ohio State rule, regulation or policy, 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; or
- d. Fraud or dishonesty of Coach in the performance of his duties or responsibilities under this agreement; or
- e. 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 Ohio State rules and regulations, 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, provided that Coach had actual knowledge of such fraudulent or dishonest acts or reasonably should have known about such fraudulent or dishonest acts; or
- f. Failure by Coach to respond accurately and fully within a reasonable time to any reasonable request or inquiry relating to the performance of his duties hereunder or the performance of his duties during his 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 Ohio State rules and regulations; or
- g. Failure by Coach to manage the Team in a manner that reflects the academic values of Ohio State as set forth in this agreement; or
- h. Counseling or instructing by Coach of any coach, student or other person to fail to respond accurately and fully within a reasonable time to any reasonable 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 Ohio State rules and regulations; or

- i. 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 he 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; or
- j. Use or consumption by Coach of alcoholic beverages, drugs, controlled substances, steroids or other chemicals in such degree and for such appreciable period as to impair significantly or materially his ability to perform his 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; or
- k. 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 or such student-athlete is prohibited by law or by governing athletic rules; or
- l. Failure by Coach to report promptly to the Director in writing any violations known to Coach of governing athletic rules or Ohio State rules and regulations by Coach, the assistant coaches, students or other persons under the direct control or supervision of Coach; or
- m. 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; or
- n. Commission of or participation in by Coach of any act, situation, or occurrence which, in Ohio State's reasonable judgment, brings Coach into public disrepute, contempt, scandal or ridicule or failure by Coach to conform his personal conduct to conventional 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 rise to a level warranting criminal prosecution by the relevant authorities.

It is recognized that this sub-section (5.1 a-n) 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 terminates this agreement *for cause* under this Section 5.1, it shall give written notice to Coach of its intention to so terminate this agreement and the intended effective date of termination.
- 5.1.2 Termination for Cause/Loss of Compensation and Benefits. In the event this agreement is terminated *for cause* under this Section 5.1, Coach shall not be entitled to receive any further compensation or benefits under this agreement. 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 termination *for cause* under this Section 5.1.

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 Section 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 during this agreement, Ohio State shall pay to Coach, as liquidated damages and not compensation, Two Million Dollars (\$2,000,000.00) in equal quarterly installments (subject to all tax withholdings) beginning the last day of the third month after the date of termination and concluding twelve (12) months after the date of termination. In addition, as liquidated damages and not compensation, Ohio State shall provide to Coach continuation of his then-current health care benefits for the period of time until he becomes eligible for health care coverage from a subsequent employer or until Ohio State has completed the payments due to Coach under this Section 5.2 of the agreement, whichever occurs first. Ohio State's provision of continuing health benefits is dependent upon Coach paying his portion of premiums due and otherwise complying with the terms of the health coverage policy. 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 any and all 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:

- a. Coach is required to mitigate Ohio State's obligations under this Section 5.2 by making reasonable and diligent efforts (under the circumstances and opportunities then prevailing) to obtain a comparable employment position (for example, media commentator, professional head or assistant football coach, NCAA Division I head football coach) as soon as practicable following such termination;
- b. Notwithstanding any other provisions of this Section 5.2, if Coach is employed elsewhere during the twelve (12) month period post-termination in a comparable employment position (for example, media commentator, professional head or assistant football coach, NCAA Division 1 head football coach), then Ohio State's obligation to pay Coach Two Million Dollars (\$2,000,000.00) set forth in this Section 5.2 shall be reduced by Coach's total compensation (from all sources directly related to such comparable position (except not including the employee benefits costs associated with such comparable position)) for the twelve (12) month period post-termination. Ohio State shall pay such amount (which shall not include employee benefits for the period that Coach is employed in such comparable position) in equal quarterly installments for a period not to exceed twelve (12) months after the date of termination, except the installments may not be equal if Coach is employed in such a comparable employment position (thus reducing Ohio State's obligation) and Ohio State has already paid Coach certain installments pursuant to this Section 5.2 before Coach has accepted such a comparable employment position; and
- c. 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 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 in the form determined from time to time by Ohio State in its sole discretion. Generally, the release will require the Payee and the Payee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and assigns to release and forever discharge Ohio State and its trustees, officers, directors, agents, attorneys, successors and assigns from any and all claims, suits and/or causes of action that

grow out of or are in any way related to Coach's employment with Ohio State, other than any claim that Ohio State has breached this agreement. This release will include, but not be limited to, any claim that Ohio State violated the Public Health Services Act; the Age Discrimination in Employment Act; the Older Worker's Benefit Protection Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1965 (as amended); the Family and Medical Leave Act; any state, federal law or local ordinance prohibiting discrimination, harassment or retaliation in employment; any claim for wrongful discharge in violation of public policy, claims of promissory estoppel or detrimental reliance, defamation, intentional infliction of emotional distress; or the public policy of any state; or any federal, state or local law relating to any matter contemplated by this agreement. Upon Coach's termination of employment with Ohio State, the Payee will be presented with a release and if the Payee fails to execute the release, Coach agrees to forego any payment from Ohio State. Coach acknowledges that he 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.

**5.3 Termination by Coach.** Coach recognizes that his promise to work for Ohio State for the entire term of this agreement is an essential consideration in Ohio State's decision to enter into this agreement and employ him as Head Coach. This agreement would be diminished were he to resign or otherwise terminate his employment as Head Coach prior to the expiration of this agreement, particularly if he were to terminate his employment to be employed in another coaching position. Accordingly, Coach understands and agrees that he may, nevertheless, resign or otherwise terminate his employment under this agreement prior to the expiration of this agreement, but only upon the following terms and conditions:

- a. Coach shall provide Ohio State with written notice of his termination of this agreement; and
- b. Coach shall not be entitled to receive any further compensation or benefits under this agreement; and
- c. Coach shall pay to Ohio State in equal monthly installments within one (1) year of the date of such termination the \$500,000 "signing" bonus set forth in Section 3.1(b) of this agreement if Coach terminates this agreement before February 1, 2007; and
- d. If Coach accepts employment or performs services in a coaching position for another NCAA Division I school or for a professional football team at any time up to six (6) months after Coach resigns from Ohio State, Coach will pay Ohio State as liquidated damages,

and not as a penalty, \$1,000,000.00 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, (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 pay all such amounts to Ohio State within thirty (30) days after the date of Coach's termination; and

- e. 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
- f. Ohio State, at its option, may require Coach to coach any post-season game scheduled to be played by the Team later than December 15 of the year of Coach's termination, or, Ohio State at its option may excuse him from coaching in such a game.

**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 keys (including car keys), credit cards, telephones and computers to be delivered to Ohio State.

**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 totally or permanently disabled as defined by the applicable state retirement system or by any other applicable Ohio State supplemental disability program or is otherwise unable to perform the essential functions of the job, with or without a reasonable accommodation.

**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.

## **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 or suspension thereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this agreement, in any instance of termination 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 basketball 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 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.

## **10.0 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. In particular, this agreement supersedes the employment agreement dated June 16, 2003 and the Ancillary Activities Agreement between the parties dated June 16, 2003. No amendment or modification of this agreement shall be effective unless in writing and signed by both parties.

#### **11.0 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 Department of Athletics  
410 Woody Hayes Drive  
Columbus, Ohio 43210

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

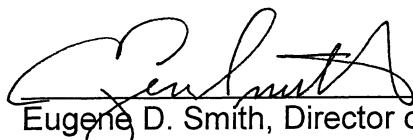
James P. Tressel  
Woody Hayes Athletic Center  
2491 Olentangy River Road  
Columbus, OH 43210

#### **12.0 Tax Advice**

Ohio State will not provide tax advice to Coach or his beneficiary regarding the tax effects of this agreement. Ohio State encourages Coach and his beneficiary to consult with their own tax advisors concerning the federal, state, and local tax effects of this agreement.

This Employment Agreement is signed by the parties or their duly authorized representative to be effective as of February 1, 2006.

THE OHIO STATE UNIVERSITY

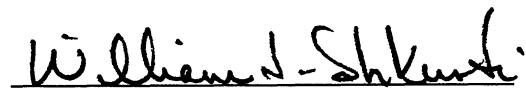
  
\_\_\_\_\_  
Eugene D. Smith, Director of Athletics

Date: 6-30-06

COACH

  
\_\_\_\_\_  
James P. Tressel

Date: 6-30-06

  
\_\_\_\_\_  
William J. Shkurti, Senior Vice President  
for Business and Finance

Date: 30 Jun 06



## Annual Outside Income and Employment Condition Form

Pursuant to the provisions of the National Collegiate Athletic Association, ("NCAA") *Constitution and By-laws* (11.2.2), all employees of the Department of Athletics must provide the Director of Athletics and the President of the University an annual detailed written account of all athletically-related income and benefits from sources outside the institution on a yearly basis. The NCAA specifies athletically related income as including, but not limited to, the following:

- Income from annuities;
- Sports Camps (NON OSU CAMPS ONLY);
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary Ticket Sales<sup>1</sup>;

<sup>1</sup>NOTE: Benefits provided to you from the department should not be included. Ohio State Rules do not permit the sale, trade, or barter of non-complimentary tickets.

- Television and Radio programs; and/or
- Endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers<sup>2</sup>; and/or

<sup>2</sup>NOTE: Prior to entering into any contracts of this type, the contract must be submitted and approved by Ohio State.

- Other income or benefits reported for tax purposes.

**NOTE: NO supplemental income that is PAID or GIVEN BY OSU (Camps, Clinics, Bonuses, Athletic Tickets, etc.) accounted for this form. Only report any income from non-OSU sources.**

In the spaces below, list all sources of reportable income. **If you did not receive any reportable income you must enter "NONE".**

Source of Income for Academic Year 2007-2008 (September 2007-August 2008)	Dollar Amount
Kroger	125,000 -
McDonalds	25,000 -
Wilson Sporting Goods	500 -
Troy Foundation Speaking fee	5,000 -
Buckeye Boosters	6500 -
Hunt Graphics Signing fee	145,000 -

**By my signature below, and in compliance with NCAA Bylaws 11.1.2 and 11.2.1, I acknowledge that, as a condition of my employment with The Ohio State University Department of Athletics, I shall be subject to disciplinary or corrective action as set forth in the provisions of NCAA enforcement procedures, including suspension without pay or termination of employment for a significant or repetitive or intentional violation (or if Ohio State has a reasonable basis for believing that a significant or repetitive or intentional violation has occurred) by me (or any other person under my supervision and direction, including student-athletes).**

Name Printed: James Patrick Tressel

Signature: James P. Tressel Date: 11-1-08

### APPROVAL SIGNATURES

Eugene D. Smith, Director of Athletics E. D. Smith Date: 12-5-08

Dr. E. Gordon Gee, President: E. Gordon Gee Date: JAN 05 2009

(Please return this form to Tom McGinnis, 227 St. John Arena, 410 Woody Hayes Drive.)