

ASSISTANT FOOTBALL COACH EMPLOYMENT AGREEMENT

(one-year term: 2017 - 2018)

The Ohio State University ("Ohio State") and William Davis ("Coach") agree as follows:

1.0 Employment

1.1 Subject to the terms and conditions of this Assistant Football Coach Employment Agreement ("Agreement"), Ohio State shall employ Coach as an assistant 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 serve at the pleasure of Ohio State's Head Football Coach ("Head Coach") and shall be responsible, and shall report directly, to the Head Coach and shall confer with the Head Coach or his designee on all administrative and technical matters.

1.3 The parties recognize that Ohio State's Director of Athletics (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 assist in the coaching, management and supervision of the Team and shall perform such other duties in Ohio State's athletic program, as the Head Coach or the Director may assign.

1.5 Coach agrees to represent Ohio State positively in public and private forums and shall not engage in conduct or act in such a manner 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 January 3, 2017 and terminating, without further notice to Coach, on January 31, 2018.

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.

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, minus applicable withholdings and payable in substantially equal monthly installments in accordance with normal Ohio State procedures at the rate of five hundred thousand dollars (\$500,000) for the term January 3, 2017 to January 31, 2018 ("Base Salary");
- b) Such normal employee benefits as Ohio State provides generally to its administrative and professional staff, subject to the terms and conditions of any applicable employee benefit plan, program, policy or agreement; and
- c) 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 Supplemental Compensation.

- a) If the Team is awarded the title of Big Ten¹ Division Champions, Ohio State shall pay Coach supplemental compensation in an amount equal to 8.5% of Coach's Base Salary at Coach's then-current rate. Ohio State shall pay Coach any such supplemental compensation within 60 days of the conclusion of the Team's last regular or post-season competition;
- b) If the Team wins the Big Ten Conference championship game, Ohio State shall pay Coach supplemental compensation in an amount equal to 4.25% of Coach's Base Salary at Coach's then-current rate. Ohio State shall pay Coach any such supplemental compensation within 60 days of the conclusion of the conference championship game;

¹ "Big Ten" or "Big Ten Conference" shall mean the Big Ten Conference, its successor or any other athletic conference of which Ohio State may be a member.

- c) If the Team participates in a post-season, College Football Playoff ("CFP") bowl game, Ohio State shall pay Coach supplemental compensation in an amount equal to 17% of Coach's Base Salary at Coach's then-current rate. Ohio State shall pay Coach any such supplemental compensation within sixty (60) days of the conclusion of the bowl game;
- d) If the Team has nine (9) wins in a given season and participates in a post-season, non-CFP bowl game, Ohio State shall pay Coach supplemental compensation in an amount equal to 4.25% of Coach's Base Salary at Coach's then-current rate. Ohio State shall pay Coach any such supplemental compensation within sixty (60) days of the conclusion of the bowl game;
- e) If the Team participates in the semi-finals (but not the finals) of the College Football Playoffs, Ohio State shall pay Coach supplemental compensation in an amount equal to 21.25% of Coach's Base Salary at Coach's then-current rate. Ohio State shall pay Coach any such supplemental compensation within 60 days of the conclusion of the semi-final CFP game;
- f) If the Team wins its semi-final CFP game, and participates in the finals of the College Football Playoffs, Coach is not entitled to receive the supplemental compensation set forth in Section 3.2 (e) above. Instead, Ohio State shall pay Coach supplemental compensation in an amount equal to 25.5% of Coach's Base Salary at Coach's then-current rate. Ohio State shall pay Coach any such supplemental compensation within 60 days of the conclusion of the final CFP game; and
- g) Coach agrees that Ohio State has the exclusive right to operate youth football camps on its campus using Ohio State facilities. Coach thereby agrees to assist in the marketing, supervision, instruction and/or general administration of Ohio State's football camps. Coach also agrees that Coach will perform all obligations mutually agreed to by the parties. Coach may receive a bonus in an amount determined by Ohio State after Ohio State determines the revenues and expenses from such camps. Camp bonuses shall be paid after the appropriate camp documentation and payment requests have been received by Ohio State. 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.

3.3 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 Ohio State as that term is defined in Governing Athletic Rules².

3.4 As additional compensation, Coach shall receive a stipend of six hundred dollars (\$600.00) per month to be applied toward one (1) automobile, while Coach is employed as an assistant coach of the Team. Liability, collision and comprehensive insurance and all additional operational expenses associated with said automobile shall be procured and borne by Coach.

3.5 As additional compensation, Ohio State will annually, without charge, provide to Coach six (6) tickets in Ohio Stadium to each home football game. Coach shall also receive, without charge, two (2) tickets to each home men's basketball game. Coach may receive (or may have the right to purchase) additional tickets to home and away football games if offered by Ohio State, at the discretion of the Director or his designee. These 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.

3.6 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 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 as directed by the Head Coach under this Agreement, including all duties that the Head Coach or 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) Assist in the development and implementation of programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members to compete successfully while assuring their welfare; Coach is expected to devote at least fifty-one percent

² "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.

(51%) of his time during the term of this Agreement to coaching (and preparing to coach) the Team;

- 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 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 Rules³, 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 NCAA⁴ or for similar reasons; and
- d) Know, recognize and comply with all federal, state and local laws, as well as all applicable University Rules and Governing Athletic Rules, including but not limited to, the Big Ten Conference and the NCAA; assist in supervising and taking appropriate steps to ensure that any 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 Head Coach and the Department's Office of Compliance Services in writing if Coach has reasonable cause to believe that 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. Coach shall cooperate fully with the Department's Office of Compliance Services at all times.

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

³ "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.

⁴ "NCAA" shall mean the National Collegiate Athletic Association and its successors.

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. Coach also recognizes that Coach is covered by Ohio Ethics Law for public officials and state employees and represents that Coach has received a copy of this legislation from Ohio State and has completed and returned the form acknowledging receipt of such legislation prior to or commensurate with Coach's first day of employment. 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.

4.3 Media, Promotions and Public Relations. Coach's compensation shall include Coach's services, if requested, 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, if requested by the Head Coach or the Director or the Director's designee, 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 Ohio State 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.

Coach agrees, if requested by the Head Coach or the Director or the Director's designee, to provide his services to and perform on the Programs and to cooperate in the production, broadcasting, and telecasting of the Programs. Coach agrees to perform all other duties as reasonably requested by Ohio State in order for the Programs to be successful. Coach also agrees to participate, if requested, in providing content to Ohio State's football websites (with current domain names of "ohiostatebuckeyes.com" and "Coachurbanmeyer.com") to either Ohio State or Ohio State's then-current third-party rights holder of such website.

Coach also agrees that he 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 on radio in any regular coach's show, call-in show or interview show on any Other Radio Broadcasters and shall not appear on television in any regular coach's show, call-in show or interview show other than those produced by Ohio State or Ohio State's then-current rights holder. 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.

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 4.6. of this Agreement).

4.4 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. Coach recognizes that Ohio State has entered into an agreement with NIKE to supply Ohio State with athletic footwear, apparel and/or equipment. 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 interest, Coach shall submit all outside consulting agreements to Ohio State for review and 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 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.

4.5 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 15th of each year in which this Agreement is in effect. Coach agrees to provide the Head Coach and Director with notice prior to engaging in such discussions or negotiations. 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 4.5, 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.

4.6 Subject to the foregoing, Coach may, with the prior written approval of the Director and the Head Coach, enter into separate arrangements for sports camps, radio and television programs, certain promotional opportunities, 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 4.4 hereof. 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 which may discredit or bring undue criticism to Ohio State or which impinge upon any contractual obligations of Ohio State or which, in Ohio State's sole 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. 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.

4.7 In accordance with NCAA and/or University 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.

4.8 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 such appearances unless they have been negotiated in good faith and mutually agreed to between all relevant parties.

4.9 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 he has read such policies and that he will remain current as to the content of such policies.

4.10 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 Head Coach. No further payment or benefits shall be made to Coach if Ohio State notifies Coach at any time 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 assistant football coach or Coach's refusal or inability to perform such duties after written notice has been given to Coach by the Head Coach or as determined by the Head Coach, 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 Level I or Level II 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 by Coach 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
- 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, 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, athletic

staff or student-athletes is prohibited by law, Governing Athletic Rules or University 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, Head 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 4.6 of this Agreement and by NCAA rules or to report accurately all sources and amounts of all income and benefits as required by NCAA and/or University rules and Section 4.7 of this Agreement, as determined by Ohio State; or
- o) Commission of or participation in by Coach of any act, situation, or occurrence or any conduct which, in Ohio State's judgment, brings Coach and/or Ohio State into public disrepute, embarrassment, contempt, scandal or ridicule or which constitutes a substantial failure to perform in good faith the duties required of Coach in Section 4.1 herein 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-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. Coach agrees that Ohio State shall implement any such disciplinary or corrective actions imposed by the NCAA.

- 5.1.1 Notice. If Ohio State terminates this Agreement *for cause* under Sections 4.2 or 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 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 termination of his employment.

5.2 If Ohio State chooses not to renew this Agreement at the conclusion of its term, Ohio State agrees to give Coach at least ninety (90) days' notice of such non-renewal. Ohio State's notice shall be given on or after January 1st. In the event that such notice extends beyond the term of this Agreement, then this Agreement shall be extended only by notice from the Director or his designee until the conclusion of the notice period. This Agreement will terminate at the conclusion of its term or the conclusion of the notice period, whichever is later.

If, at any time during the term of this Agreement, Urban F. Meyer is no longer Ohio State's Head Coach, then Ohio State reserves the right to terminate Coach's employment hereunder. Ohio State also has the right to terminate Coach's employment without cause at any time during the term of this Agreement. If Ohio State chooses to terminate Coach's employment in such a circumstance, or if Ohio State chooses to terminate Coach's employment without cause, Ohio State shall pay to Coach, as liquidated damages, his then-current Base Salary in substantially equal monthly installments until the end of the term of this Agreement. Coach shall not be entitled to any further compensation or benefits under this Agreement. Notwithstanding Ohio State's obligation to pay Coach such liquidated damages, Coach is required to mitigate Ohio State's obligations by making reasonable and diligent efforts (under the circumstances and opportunities then prevailing) to obtain other employment as soon as practicable following Coach Meyer's separation from Ohio State as Head Coach or following Coach's termination without cause. If Coach is employed elsewhere post-termination, then Ohio State's obligation to pay Coach as set forth herein shall be reduced by Coach's total compensation (from all sources directly related to such position (except not including the employee benefits costs associated with such position)). Coach shall not be entitled to any further compensation or 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 within forty five (45) days of the date of Coach's termination of employment in the form determined from time to time by Ohio State in its sole discretion. Generally, the release will require Coach and Coach'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, employees, 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, including 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 Coach. Upon Coach's termination of employment with Ohio State, Coach will be presented with a release and if Coach fails to 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 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" (or any form thereof) shall mean Coach's "separation from service" within the meaning of Section 409(A) of the 1986, as amended (the "Internal Revenue Code"), and Treasury Regulation Section 1.409A-1(h).

5.3. Termination by Coach. If Coach terminates this Agreement:

- a) Coach shall provide Ohio State with written notice of his termination of this Agreement; and
- b) 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
- c) 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; and

- d) If Coach accepts employment or performs services in a coaching position (with the exception of a head coaching position) for an NCAA Division 1 school in the Big Ten Conference, Big 12 Conference, Pac-12 Conference, Atlantic Coast Conference (ACC), Southeastern Conference (SEC) or the University of Notre Dame du Lac (Notre Dame) or Brigham Young University or in a coaching position (with the exception of a head coaching position) for a professional football team at any time up to twelve (12) months after Coach resigns from Ohio State, Ohio State shall require Coach to pay Ohio State as liquidated damages and not as a penalty Thirty Thousand Dollars (\$30,000) to reimburse Ohio State for expenses including, but not limited to i) searching for, recruiting and hiring a new assistant football coach and ii) relocating a new assistant football coach, and iii) buying out the contract, if necessary, of the new assistant football coach. Coach shall pay all such amounts to Ohio State within thirty (30) days after the date of Coach's termination of employment. Notwithstanding the above, Coach's obligation to pay liquidated damages shall not apply in the event Coach resigns after December 1, 2017; and
- e) Coach shall not be entitled to receive any further compensation or benefits under this Agreement.

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, credit cards, telephones and computers (including all other technological devices) 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 disabled (as defined in Section 409A (a)(2)(C) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code")) or is otherwise unable to perform the essential functions of the job, with or without a reasonable accommodation immediately upon demand by Ohio State.

5.6 Interference with Athletes. In the event of termination, Coach agrees that Coach will not interfere with Ohio State's student-athletes or otherwise obstruct Ohio State's ability to transact business. 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, 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 set forth in Section 3.2, if such achievement is 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.

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, Coach shall not be entitled to receive, and Coach hereby waives any claim against Ohio State and its 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 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 assistant 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, except as expressly permitted in Section 5.2 hereof.

12.0 Background Check

If Coach is a new employee to Ohio State, Ohio State is required to conduct a background check on Coach pursuant to Office of Human Resources Policy 4.15. Coach's employment is contingent upon Ohio State's verification of credentials and other information required by law and/or Ohio State policies, including but not limited to, a criminal background check.

13.0 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

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:

Woody Hayes Athletic Center
2491 Olentangy River Road
Columbus, Ohio 43210


14.0 Tax Advice / Internal Revenue Code Section 409A

Ohio State will not provide tax advice to Coach or Coach's beneficiary regarding the tax effects of this Agreement. Ohio State encourages Coach and Coach's beneficiary to consult with their 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 January 3, 2017.

THE OHIO STATE UNIVERSITY

COACH




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



William Davis

Date: 5-16-17

Date: 5-8-17



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

Date: 5-16-17