



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Coach’s employment hereunder is terminated by Ohio State other than *for cause* (as delineated in Sections 4.2 and 5.1 above), then Ohio State shall pay to Coach severance as set forth below. The following chart illustrates the applicable severance amount (“Buy-Out Amount⁵”) under the provisions of this Section:

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

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

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

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

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

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

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

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


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

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

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

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

THE OHIO STATE UNIVERSITY
BY:



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

3-27-18
Date

URBAN F. MEYER



Urban F. Meyer

3-27-18
Date

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

Date

Exhibit A

SETTLEMENT AGREEMENT AND GENERAL RELEASE

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

BACKGROUND

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

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

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

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

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

AGREEMENT

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

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

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

Exhibit A

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

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

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

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

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

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

Exhibit A

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

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

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

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

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

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

Exhibit A

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

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

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

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

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

(Intentionally Left Blank, Signature Page Follows)

Exhibit A

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

THE OHIO STATE UNIVERSITY:

[COACH]

Signature of Authorized Representative

Signature

Name: _____

Title: _____

Printed Name

Date

Date