

EMPLOYMENT AGREEMENT

(2016-2020)

The Ohio State University ("Ohio State") and Michael A. Marotti ("Marotti") agree as follows:

1.0 Employment

1.1 Subject to the terms and conditions of this Employment Agreement, Ohio State shall employ Marotti as Assistant Athletic Director for Sport Performance of its football team (the "Team"). Marotti represents and warrants that he is fully qualified to serve, and is available for employment, in this capacity.

1.2 Marotti 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 indirectly to the Assistant Athletic Director for Sports Performance of all Ohio State athletic programs ("Assistant AD, All Programs) 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. Marotti recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control over every aspect of such program. Marotti agrees to recognize and respect those relationships and the organizational structure of Ohio State. Within that structure, the Director and Marotti shall mutually cooperate to implement the purposes of this Agreement, and Marotti shall support and comply with the Director's efforts and instructions regarding any such review of the athletic program.

1.4 Marotti 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, the Assistant AD, All Programs or the Director may assign.

1.5 Marotti 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. Marotti 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 May 1, 2016 and terminating, without further notice to Marotti, on April 30, 2020.

2.2. This Agreement is renewable solely upon an offer from Ohio State and an acceptance by Marotti, both of which must be in writing and signed by the parties.

2.3 This Agreement in no way grants Marotti a claim to tenure in employment, nor shall Marotti service pursuant to this Agreement count in any way toward tenure at Ohio State.

3.0 Compensation

3.1 In consideration of Marotti's services and satisfactory performance of this Agreement, Ohio State shall provide Marotti:

- 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 Sixteen Thousand Dollars (\$516,000) for the term May 1, 2016 to April 30, 2017 ("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;
- 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; and
- d) Marotti shall be eligible to receive salary increases as may be determined appropriate by the Director and approved by Ohio State's Board of Trustees on or after February 1, 2017.

3.2 Supplemental Compensation

- a) If the Team is awarded the title of Big Ten¹ Division Champions, Ohio State shall pay Marotti supplemental compensation in an amount equal to 8.5% of Marotti's Base Salary at Marotti's then-current rate. Ohio State shall pay Marotti 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 Marotti supplemental compensation in an

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.

amount equal to 4.25% of Marotti's Base Salary at Marotti's then-current rate. Ohio State shall pay Marotti any such supplemental compensation within 60 days of the conclusion of the conference championship game;

- c) If the Team participates in a post-season, College Football Playoff ("CFP") bowl game, Ohio State shall pay Marotti supplemental compensation in an amount equal to 17% of Marotti's Base Salary at Marotti's then-current rate, Ohio State shall pay Marotti 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 Marotti supplemental compensation in an amount equal to 4.25% of Marotti's Base Salary at Marotti's then-current rate. Ohio State shall pay Marotti 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 Marotti supplemental compensation in an amount equal to 21.25% of Marotti's Base Salary at Marotti's then-current rate. Ohio State shall pay Marotti 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, Marotti is not entitled to receive the supplemental compensation set forth in Section 3.2 (e) above. Instead, Ohio State shall pay Marotti supplemental compensation in an amount equal to 25.5% of Marotti's Base Salary at Marotti's then-current rate. Ohio State shall pay Marotti any such supplemental compensation within 60 days of the conclusion of the final CFP game; and
- g) Marotti agrees that Ohio State has the exclusive right to operate youth football camps on its campus using Ohio State facilities. Marotti hereby agrees to assist in the marketing, supervision, instruction and/or general administration of Ohio State's football camps. Marotti also agrees that Marotti will perform all obligations mutually agreed to by the parties. Marotti 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 Marotti may be eligible.

3.3 All salary or compensation of Marotti for performance of coaching duties shall be paid only by Ohio State, or as expressly approved in writing by the Director. To that end, Marotti 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, Marotti shall receive a stipend of six hundred dollars (\$600.00) per month to be applied toward one (1) automobile while Marotti is employed as Assistant Athletic Director, Football Sport Performance. Liability, collision and comprehensive insurance and all additional operational expenses associated with said automobile shall be procured and borne by Marotti.

3.5 As additional compensation, Ohio State will annually, without charge, provide to Marotti six (6) tickets in Ohio Stadium to each home football game. Marotti shall also receive, without charge, two (2) tickets to each home men's basketball game. Marotti 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 Marotti at his discretion in a manner consistent with this Agreement. Marotti 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 Marotti 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 Marotti's Specific Duties and Responsibilities

4.1 In consideration of the compensation specified in this Agreement, Marotti shall:

- a) Devote his full time and best efforts to the performance of his 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 Marotti's then-current job description on file with the Department of Athletics, as well as his duties as assigned by the Assistant AD, All Programs, including, but not limited to, attendance at Sport Performance meetings, collaboration with other Ohio State

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.

personnel, provision of reports as requested and regular consultation with the Assistant AD, All Programs;

- 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; Marotti is expected to devote at least fifty-one percent (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. Marotti 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, Marotti 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 Marotti 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 Marotti has reasonable cause to believe that any person or entity, including without limitation, representatives of Ohio State's athletic interests, has violated or is

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.

likely to violate or may potentially have violated any such laws, University Rules and Governing Athletic Rules. Marotti shall cooperate fully with the Department's Office of Compliance Services at all times.

4.2 Marotti shall not undertake any business, professional or personal activities or pursuits that would prevent Marotti from devoting Marotti's full time and best efforts to the performance of Marotti'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. Marotti shall comply with Ohio State's staff Conflicts of Interest policy. Marotti also recognizes that Marotti is covered by Ohio Ethics Law for public officials and state employees and represents that Marotti 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 Marotti's first day of employment. Any violation of this provision as determined by Ohio State will subject Marotti 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. Marotti's compensation shall include Marotti's services, if requested, related to the media, promotions and public relations. Marotti 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, Marotti 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.

Marotti 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.

Marotti 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. Marotti agrees to perform all other duties as reasonably requested by Ohio State in order for the Programs to be successful. Marotti 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.

Marotti 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, Marotti 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. Marotti 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 Marotti from appearing in routine news media interviews from which Marotti 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 Marotti with these obligations.

Marotti 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 Marotti (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. Marotti 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 Marotti'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. Marotti 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. Marotti 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, Marotti 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. Marotti must also report such outside income to Ohio State in accordance with NCAA rules. Marotti 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 Marotti 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. Marotti agrees to provide the Head Coach and Director with written notice prior to engaging in such discussions or negotiations Marotti. 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, Marotti shall not, under any circumstances, accept employment as a strength and conditioning 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, Marotti 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 Marotti provides services in exchange for compensation or benefits to Marotti or his family, including but not limited to, outside consulting agreements set forth in Section 4.4 hereof. Marotti 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). Marotti 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 Marotti 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 Marotti's resignation or termination from employment or upon written notice from Ohio State.

4.7 In accordance with NCAA rules, Marotti 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 Marotti shall not enter into any agreement that would prohibit Marotti 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 Marotti to make such appearances unless they have been negotiated in good faith and mutually agreed to between all relevant parties.

4.9 Marotti 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 ensure that all personnel and students subject to his direct control or authority comply with such policies. Marotti 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, Marotti serves at the pleasure of the Head Coach. No further payment or benefits shall be made to Marotti if Ohio State notifies Marotti 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 Marotti to the duties of Assistant Athletic Director, Football Sport Performance or Marotti's refusal or inability to perform such duties after written notice has been given to Marotti by the Head Coach or as determined by the Head Coach, and Marotti 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 Marotti (or any other person under Marotti'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 Marotti of a criminal statute or regulation (excluding minor traffic violations); or
- d) A violation by Marotti of any University Rules or violation by Marotti 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 Marotti in the performance of his duties or responsibilities under this Agreement, as determined by Ohio State; or

- f) Fraud or dishonesty of Marotti 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 Marotti 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 Marotti 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 Marotti to perform his duties with the Team in a manner that reflects the academic values of Ohio State, as determined by Ohio State; or
- l) Soliciting, placing or accepting by Marotti of a bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by Marotti 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 Marotti of information or data relating in any manner to football or any other sport to any individual known by Marotti 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 Marotti with such persons, as determined by Ohio State; or
- k) Use or consumption by Marotti of alcoholic beverages, drugs, controlled substances, steroids or other chemicals as to impair his

ability to perform his duties hereunder; or failure by Marotti 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) Marotti's sale, use or possession, or Marotti'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 Marotti or such 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 Marotti to report promptly to the Director and to the Office of Compliance Services in writing any violations or potential violations known to Marotti of Governing Athletic Rules or University Rules including, but not limited to, those by Marotti, Head Coach, the assistant coaches, students or other persons under the direct control or supervision of Marotti, as determined by Ohio State; or
- n) Failure by Marotti 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 rules and Section 4.7 of this Agreement, as determined by Ohio State; or
- o) Commission of or participation in by Marotti of any act, situation, or occurrence or any conduct which, in Ohio State's judgment, brings Marotti 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 Marotti in Section 4.1 herein or failure by Marotti 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 Marotti at Ohio State or any other institution of higher learning.

As required by NCAA Bylaw 11.2.1, Marotti is hereby notified that in addition to the actions Ohio State may take in accordance with this Agreement, Marotti is also subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the

NCAA enforcement procedures if Marotti is found by the NCAA or Ohio State to be in violation of NCAA Bylaws. Marotti 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 Marotti 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, Marotti 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 (Marotti is not deemed to have earned bonuses and supplemental compensation which Marotti must repay to Ohio State in accordance with Section 5.7 hereof). In no case shall Ohio State be liable to Marotti for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by Marotti 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 Marotti at least two (2) months' notice of such non-renewal. Ohio State's notice shall be given on or about January 1. 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 Marotti's employment hereunder. If Ohio State chooses to terminate Marotti's employment in such a circumstance, Ohio State shall pay to Marotti, as liquidated damages and not compensation, his then-current Base Salary in substantially equal monthly installments until the end of the term of this Agreement or for two (2) years, whichever occurs first. Marotti shall not be entitled to any further compensation or benefits under this Agreement. Notwithstanding Ohio State's obligation to pay Marotti such liquidated damages, Marotti 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. If Marotti is employed elsewhere post-termination, then Ohio State's obligation to pay Marotti as set forth herein shall be reduced by Marotti's total compensation (from all sources directly related to such position (except not including the employee benefits costs associated with such position)).

Marotti shall not be entitled to any further compensation or benefits under this Agreement.

5.2 Termination by Ohio State Other Than For Cause. If Marotti's employment hereunder is terminated by Ohio State *other than for cause* (as delineated in Sections 4.2 and 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, Ohio State shall be liable to Marotti for the payment of liquidated damages in the amounts specified below. The following chart illustrates the applicable liquidated damages ("Buy-Out Amount") 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 May 1, 2017	24 months then-current base salary
May 1, 2017 to April 30, 2018	12 months then-current base salary
May 1, 2018 to April 30, 2019	6 months then-current base salary
May 1, 2019 to April 30, 2020	3 months then-current base salary*

Such payment shall be made in a lump sum within seventy (70) days of the effective date of termination. Such amount shall fully compensate Marotti 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 Marotti shall not be entitled to any further compensation or benefits under this Agreement.

This Section 5.2 is subject, however, to the following:

Marotti 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 Marotti has under any employee benefit plan maintained by Ohio State, Marotti 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 Marotti and Marotti'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 Marotti'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

* 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.

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 Marotti. Upon Marotti's termination of employment with Ohio State, Marotti will be presented with a release and if Marotti fails to execute the release, Marotti agrees to forego any payment from Ohio State. Marotti acknowledges that Marotti 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 Marotti's "termination of employment" (or any form thereof) shall mean Marotti'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 Marotti. If Marotti terminates this Agreement:

- a) Marotti shall provide Ohio State with written notice of his termination of this Agreement; and
- b) Marotti shall not for a period of one (1) year after such termination by Marotti 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 Marotti prior to the notice of termination by Marotti to Ohio State; and
- c) Ohio State, at its option, may require Marotti to coach any post-season game scheduled to be played by the Team later than December 15 of the year of Marotti's termination, or, Ohio State at its option may excuse him from coaching in such a game; and
- d) If Marotti accepts employment or performs services in a strength and conditioning 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 strength and conditioning position for a professional football team at any time up to twelve (12) months after Marotti resigns from Ohio State, Ohio State shall require Marotti 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 Athletic Director for Sport Performance for the Team and ii) relocating a new Assistant Athletic Director for Sport Performance for the Team, and iii) buying out the contract, if necessary, of the new Assistant Athletic Director for Sport Performance for the Team. Marotti shall pay all such amounts to Ohio State within thirty (30) days after the date of Marotti's termination of employment. Notwithstanding the above, Marotti's obligation to pay liquidated damages shall not apply in the event Marotti resigns after December 1, 2019; and

- e) Marotti 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 Marotti by Ohio State or developed by Marotti on behalf of Ohio State or at Ohio State's direction or for Ohio State's use or otherwise in connection with Marotti'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, Marotti 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 Marotti or if Marotti 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, Marotti agrees that he will not interfere with Ohio State's student-athletes or otherwise obstruct Ohio State's ability to transact business. If Marotti violates this provision, he 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, Marotti shall repay to Ohio State all bonus and supplemental compensation received by Marotti 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 Marotti, 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, Marotti shall not be entitled to receive, and Marotti hereby waives any claim against Ohio State and its 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 of information or documents which are required to be released by law. Marotti 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 Athletic Director for Sport Performance of the Team 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 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 Marotti, 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 Marotti shall be hand-delivered to Marotti, mailed to his home address on file or mailed to the following address:

Michael A. Marotti
Woody Hayes Athletic Center
2491 Olentangy River Road
Columbus, OH 43210

13.0 Tax Advice / Internal Revenue Code Section 409A

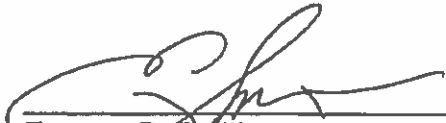
Ohio State will not provide tax advice to Marotti or his Marotti's beneficiary regarding the tax effects of this Agreement. Ohio State encourages Marotti and Marotti's beneficiary to consult with their own tax advisors concerning the federal, state, and local tax effects of this Agreement. This Agreement 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 May 1, 2016.

THE OHIO STATE UNIVERSITY

MICHAEL A. MAROTTI


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


Michael A. Marotti

Date: 11-3-16

Date: 10/31/16


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

Date: 11.4.16