

ADDENDUM NO. 1

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

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

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

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

Within that structure, the Director and Coach shall mutually cooperate to implement the purposes of this agreement, and Coach shall support and comply with the Director's efforts and instructions regarding any such review of the athletic program.

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

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

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

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

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

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

7) Section 3.3 –

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

¹ "NCAA " shall mean the National Collegiate Athletic Associations and its successors.

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

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

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

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

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

Coach shall not enter into any agreement that would prohibit Coach from making personal appearances at activities or functions associated with The Coca-Cola Company or the Johnston Coca-Cola Bottling Group, Inc. d.b.a. Coca-Cola Bottling Company of Ohio/Kentucky.

- 10) Section 3.7 -- "governing athletic rules" shall be capitalized to read "Governing Athletic Rules²" and the following footnote ² shall be added:

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, and competition.

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

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

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

Ohio State agrees to fly Coach by private (not commercial) aircraft when Coach is making recruiting visits and for other, mutually-agreed upon, Ohio State business. When such recruiting visits or Ohio State business are more than two hundred (200) miles from the City of Columbus, Ohio State agrees to fly Coach by private (not commercial) jet aircraft. As additional compensation, Ohio State agrees to let Coach use such jet aircraft for his personal use for twenty (20) hours [in-air and dead time inclusive] each year during the term of this agreement. Coach's use of such private aircraft for recruiting use shall not exceed fifty (50) hours [in-air and dead time inclusive] during each contract year of this agreement.

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

Summer Camps. Coach agrees that Ohio State has the exclusive right to operate summer youth football camps on its campus using Ohio State facilities. Ohio State shall allow Coach the opportunity to earn supplemental compensation by assisting with Ohio State's camps. Coach may choose not to participate in Ohio State's camps. At least ninety (90) days before each camp, Coach shall indicate to Ohio State whether or not Coach intends to accept the opportunity to earn such supplemental compensation for such year. If Coach so elects, then Coach agrees to assist in the marketing, supervision, and general administration of Ohio State's summer football camps. Coach also agrees that he will perform all obligations otherwise assigned by Ohio State related to youth football camps. Coach shall propose to the Director or his designee before camp begins appropriate supplemental compensation amounts for Ohio State employees who work at such camp and are eligible to receive supplemental compensation. Camp income supplemental payments shall be paid after the appropriate camp documentation and payment requests have been received by Ohio State, and after the payment of the then-current Administrative and Facilities Charge to Ohio State and after determination and approval of such camp income supplemental payments by the Director or his designee. Unless otherwise specifically required by law, any such payment shall not be taken into account in any retirement or other benefit program for which Coach may be eligible.

14) Section 4.1(c) --

- a) "university policies" in the last sentence shall be replaced with "University Rules³" and the following footnote ³ shall be added:

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.

- b) The following footnote ⁴ shall be added after "Big Ten Conference⁴" in the last sentence:

⁴"Big Ten" or "Big Ten Conference" shall mean the Big Ten Conference, its successor or any other athletic conference of which the University may be a member.

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

Know, recognize and comply with all federal, state and local laws, as well as all applicable University Rules and Governing Athletic Rules, supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible and the members of the Team know, recognize and comply with all such laws, University Rules and Governing Athletic Rules; and immediately report to the Director and to the Department's Office of Compliance Services in writing if any person or entity, including without limitation, representatives of Ohio State's athletic interests, has violated or is likely to violate any such laws, University Rules and Governing Athletic Rules. Coach shall cooperate fully with the Department's Office of Compliance Services at all times. Coach and/or the Director of Football Operations shall review and approve in writing all requests for expense reimbursements by assistant football coaches and graduate football assistants prior to submission to Ohio State to reasonably ensure accuracy and compliance with all such laws, University Rules and Governing Athletic Rules, and upon such satisfactory review, shall forward the same to Ohio State with his approval for payment; and

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

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

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

Any violation of this provision as determined by Ohio State will subject Coach to disciplinary action, up to and including discharge. Discharge under this provision will constitute "for cause" termination under the agreement.

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

5.1 Termination by Ohio State for Cause -- At all times, Coach serves at the pleasure of the Director. No further payment or benefits shall be made to Coach if the Director notifies Coach that it is terminating this Agreement *for cause*, which, in addition to any of its other normally understood meanings in employment contracts shall include, but not be limited to, the following:

- a. Neglect or inattention by Coach to the duties of Head Football Coach or Coach's refusal or inability to perform such duties after written notice has been given to Coach by the Director or as determined by the Director, and Coach has continued such neglect, inattention, refusal or inability during a subsequent reasonable period specified by Ohio State; or
- b. A significant or repetitive or intentional violation (or a pattern of conduct which may constitute or lead to a major violation), as determined by Ohio State, by Coach (or any other person under Coach's supervision and direction, including, but not limited to, student-athletes) of any laws, University Rules or Governing Athletic Rules; or
- c. A breach of contract terms, as determined by the Director, or a violation of a criminal statute or regulation (excluding minor traffic violations); or
- d. A violation by Coach of any University Rules or violation by Coach of any law of the State of Ohio or the United States, including but not limited to, Ohio's ethics laws, as determined by Ohio State; or
- e. Fraud or dishonesty of Coach in the performance of his duties or responsibilities under this agreement as determined by Ohio State; or
- f. Fraud or dishonesty of Coach in preparing, falsifying, submitting or altering documents or records of Ohio State, NCAA or the Big Ten conference, or documents or records required to be prepared or maintained by law, Governing Athletic Rules or University Rules, or other documents or records pertaining to any recruit or student-athlete, including without limitation, expense reports,

transcripts, eligibility forms or compliance reports, or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person, as determined by Ohio State; or

- g. Failure by Coach to respond accurately and fully to any request or inquiry relating to the performance of his duties hereunder or the performance of his duties during his prior employment at any other institution of higher learning propounded by Ohio State, NCAA, the Big Ten conference or other governing body having supervision over the athletic programs of Ohio State or such other institution of higher learning, or required by law, Governing Athletic Rules or University Rules, as determined by Ohio State; or
- h. Counseling or instructing by Coach of any coach, student or other person to fail to respond accurately and fully to any request or inquiry concerning a matter relevant to Ohio State's athletic programs or other institution of higher learning which shall be propounded by Ohio State, NCAA, the Big Ten conference or other governing body having supervision over the athletic programs of Ohio State or such other institution of higher learning, or required by law, Governing Athletic Rules or University Rules, as determined by Ohio State; or
- i. Failure by Coach to manage the Team in a manner that reflects the academic values of Ohio State, as determined by Ohio State; or
- j. Soliciting, placing or accepting by Coach of a bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by Coach of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling; or furnishing by Coach of information or data relating in any manner to football or any other sport to any individual known by Coach to be or whom he should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by Coach with such persons, as determined by Ohio State; or
- k. Use or consumption by Coach of alcoholic beverages, drugs, controlled substances, steroids or other chemicals as to impair his ability to perform his duties hereunder; or failure by Coach to fully cooperate in the enforcement and implementation of any drug testing program established by Ohio State for student-athletes, as determined by Ohio State; or
- l. Coach's sale, use or possession, or Coach's permitting, encouraging or condoning by a student-athlete, assistant coach or other athletic staff member of the sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by Coach or such student-athlete is prohibited by law or by Governing Athletic Rules, as determined by Ohio State; or
- m. Failure by Coach to report promptly to the Director and to the Office of Compliance Services in writing any violations known to Coach of Governing Athletic Rules or University Rules by Coach, the assistant coaches, students or

other persons under the direct control or supervision of Coach, as determined by Ohio State; or

- n. Failure by Coach to obtain prior approval for outside activities as required by Section 4.5 of this agreement and by NCAA rules or to report accurately all sources and amounts of all income and benefits as required by NCAA rules and Section 4.5 of this agreement, as determined by Ohio State; or
- o. Commission of or participation in by Coach of any act, situation, or occurrence which, in Ohio State's judgment, brings Coach and/or Ohio State into public disrepute, embarrassment, contempt, scandal or ridicule or failure by Coach to conform his personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon Ohio State's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence that may or may not warrant arrest by the relevant authorities.

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

As required by NCAA Bylaw 11.2.1, Coach is hereby notified that in addition to the actions Ohio State may take in accordance with this agreement, Coach is also subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures if Coach is found by the NCAA or Ohio State to be in violation of NCAA Bylaws.

- 5.1.1 Notice. If Ohio State terminates this agreement *for cause* under this Section 5.1 or Section 4.2, it shall give written notice to Coach of its intention to so terminate this agreement and the intended effective date of termination.
- 5.1.2 Termination for Cause/Loss of Compensation and Benefits. In the event this agreement is terminated *for cause* under Sections 4.2 and 5.1, Coach shall not be entitled to receive any further compensation or benefits under this agreement. In no case shall Ohio State be liable to Coach for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by Coach as a result of Ohio State's termination of his employment.

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

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