

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.")

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

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

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

Notwithstanding any other provisions of this agreement, this agreement shall terminate automatically and shall be null and void upon the death of Coach or if Coach becomes totally or permanently disabled (as defined in Internal Revenue Code Section 409A (a)(2)(C)) or is otherwise unable to perform the essential functions of the job, with or without a reasonable accommodation.

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

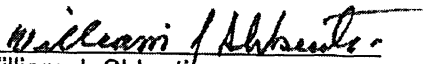
29) Section 7.0 -- The word "basketball" in the last sentence shall be replaced with the word "football."

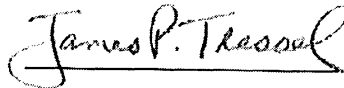
Unless modified above, the Agreement remains in full force and effect.

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

THE OHIO STATE UNIVERSITY

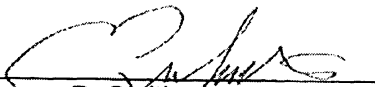
JAMES P. TRESSEL


William J. Shkurtil
Senior Vice President
for Business and Finance



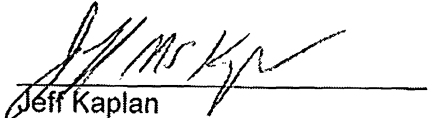
Date: 4-4-08

Date: 6-5-08



Eugene D. Smith
Assistant Vice President and
Director of Athletics

Date: 6-5-08



Jeff Kaplan
Senior Vice President and
Special Assistant to the President

Date: 6-6-08

EMPLOYMENT AGREEMENT

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

1.0 Employment

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

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

1.3 The parties recognize that the Director is responsible to Ohio State's President for the operation, review and periodic evaluation of the entire athletic program at Ohio State, including the football program. Coach recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control over every aspect of such program. Coach agrees to recognize and respect those relationships and the organizational structure of Ohio State. Within that structure, the Director and Coach shall mutually cooperate to implement the purposes of this agreement.

1.4 Coach shall manage and supervise the Team and shall perform such other duties in Ohio State's athletic program, consistent with his status as head coach, as the Director may assign.

1.5 Coach agrees to represent Ohio State positively in public and private forums and shall not engage in conduct that reflects adversely on Ohio State or its athletic programs. Coach shall perform his duties and personally comport himself at all times in a manner consistent with good sportsmanship and with the high moral, ethical and academic standards of Ohio State and its Department of Athletics.

2.0 Term

2.1 This agreement is for a fixed-term appointment commencing on February 1, 2006 and terminating, without further notice to Coach, on January 31, 2013. Each contract year shall begin on February 1 and terminate on January 31. The parties intend that unless extended this agreement shall cover employment of Coach as head football coach for the 2006, 2007, 2008, 2009, 2010, 2011 and 2012 intercollegiate

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

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

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

3.0 Compensation

3.1 In consideration of Coach's services and satisfactory performance of this agreement, Ohio State shall pay Coach:

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

February 1, 2006 – January 31, 2007	\$450,000
February 1, 2007 – January 31, 2008	\$500,000
February 1, 2008 – January 31, 2009	\$500,000
February 1, 2009 – January 31, 2010	\$525,000
February 1, 2010 – January 31, 2011	\$550,000
February 1, 2011 – January 31, 2012	\$575,000
February 1, 2012 – January 31, 2013	\$600,000;
- b. \$500,000 one-time "signing" bonus payable upon execution of this agreement;
- c. Ohio State shall also make an annual contribution in the amount of Forty Thousand Dollars (\$40,000) to Ohio State's Retirement Contribution Plan no later than December 31st of each contract year that Coach is employed as Head Football Coach;
- d. Such normal employee benefits as Ohio State provides generally to its senior administrative and professional staff; and
- e. Such normal employee benefits as Ohio State's Department of Athletics (the "Department") provides generally to its head coaching staff.

3.2 Media, Promotions and Public Relations. Ohio State shall also pay Coach compensation in consideration of Coach's services related to the media, promotions and public relations. Coach recognizes that the local and national media interest in the

Team and the football program in general is extremely high. In order to satisfy such interest, Coach understands that he shall use his best efforts (schedule permitting) to make himself available for interviews and other outside appearances.

Coach agrees that Ohio State shall own all broadcasting and telecasting rights to all live and recorded coach's shows, call-in programs, post-game and pre-game interviews, and other programs (hereinafter called "Programs") that may be offered on media outlets, including but not limited to, radio and all forms of television, internet, satellite, cable, broadband, high definition TV, DVD, video cassette, wireless & video-on-demand. Ohio State shall be entitled, at its option, to produce and market the Programs or negotiate with third parties for the production and marketing of the Programs.

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

- a. A live weekly head coach's radio show on which Coach personally appears, of approximately one hour in length, to be broadcast each week beginning the week before the first football game of the season and ending the week after the last game of the season, including any post-season game in which the University plays;
- b. A daily head coach's radio show, consisting of a taped interview with Coach, of approximately five minutes in length, to be broadcast each day beginning the Monday before the first game of the season and ending the Friday after the last game of the season including any post-season game;
- c. A pre-game radio show consisting of a taped or live interview program with Coach, approximately fifteen minutes in length, to be broadcast prior to each football game broadcast over the network;
- d. A post-game radio show consisting of a live interview program with Coach or one of his assistant coaches, approximately fifteen minutes in length, to be broadcast following each football game broadcast over the network. If Coach does not personally appear on the post-game show, Coach agrees to make available an assistant coach from the football coaching staff;
- e. A weekly television show on which Coach personally appears, of approximately one-half hour in length, to be broadcast on the Sunday following each football game as well as a pre-season show and a post-season show (a minimum of 11 shows per season), currently titled "Buckeye Football Weekly" or other weekly television show to which Ohio State may license its rights during the term of this agreement;

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

Ohio State shall use its best efforts to negotiate with RadiOhio, Inc. ("WBNS") to schedule the shows set forth in paragraphs (a) and (b), if necessary, to accommodate scheduling conflicts due to Coach's coaching duties.

In addition, Coach agrees to perform all other duties as reasonably requested by the Director of Athletics in order for the Programs to be successful. Coach also agrees to, and hereby does, assign to Ohio State or its then-current rights holder of one or more of the Programs all right, title and interest in his name, nickname, initials, autograph, facsimile signature, likeness, photograph, and derivatives thereof, and his picture, image and resemblance and other indicia closely identified with Coach (collectively the "Property") in connection with the Programs. The assignment includes, but is not limited to, intellectual property rights under any and all trademarks and copyrights and any applications therefore which have been obtained or filed, or may be filed in the future with respect to the Property. Coach further agrees to, and hereby does, assign to Ohio State the Property associated with all previously broadcast, recorded or stored Programs. Nothing contained herein shall limit Coach's ability to use the Property in activities not associated with the Programs (subject to the approval provisions of Section 4.4. of this agreement).

It is understood that neither Coach nor the assistant coaches shall regularly appear in any regularly-scheduled radio broadcast on radio stations other than WBNS and the affiliates of the Ohio State Network (collectively "Other Radio Broadcasters"), and shall not promote or endorse Other Radio Broadcasters or their programs. In addition, Coach shall not appear in any other regular television coach's show, call-in show or interview show. Coach agrees that he will make a reasonable effort (and will ensure that the assistant coaches make a reasonable effort) not to appear live or on tape at the time that any of the coaches' or game shows are being broadcast on WBNS and/or the Ohio State Network or at the time that the football coach's show or the weekly football highlight show is being broadcast on television. This shall not prohibit Coach from appearing in routine news media interviews from which Coach receives no compensation, or from appearing in any other media (consistent with this agreement) or from appearing in a regular, five-minute, pre-game coach's television show. Ohio

State's Athletic Communications Office will make reasonable efforts to assist Coach with these obligations.

In exchange for these services, Ohio State guarantees that Coach shall receive the following sums as additional compensation during each year of his employment as Football Coach with Ohio State:

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

This amount shall be paid monthly in equal installments commencing effective July 1, 2006 and then monthly thereafter for each month in which Coach is employed as Head Football Coach. These provisions relating to payment for media, promotions and public relations shall be subject to renegotiation at any time Coach's underlying employment agreement is renegotiated or if Ohio State decides to produce and market one or more of the Programs itself as opposed to selling the rights to produce and market one or more of the Programs to a third party.

3.3 Apparel, Shoe or Equipment Contracts. Coach agrees that Ohio State has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff during official practices and games. Ohio State agrees to consult with Coach when it selects equipment, footwear and/or apparel that has a significant impact upon Ohio State's football team.

Coach recognizes that Ohio State has entered into an agreement with NIKE to supply Ohio State with athletic footwear, apparel and/or equipment. Coach agrees that, upon Ohio State's reasonable request, he will consult with appropriate parties concerning a NIKE product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by NIKE, or give a lecture at an event sponsored in whole or in part by NIKE, or make other educationally-related appearances as may be reasonably requested by Ohio State. In order to avoid entering into an agreement with a competitor of NIKE's, Coach shall submit all outside consulting agreements to Ohio State for review and approval prior to execution. Coach must also report such outside income to Ohio State in accordance with NCAA rules. Coach further agrees that he will not endorse any athletic footwear, apparel and/or equipment products, including NIKE, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products, including NIKE.

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

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

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

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

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

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

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

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

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

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

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

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