THIRD AMENDMENT
TO THE EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE UNIVERSITY OF TOLEDO
AND
JASON CANDLE

This THIRD AMENDMENT, effective July 1, 2020 amends the EMPLOYMENT AGREEMENT entered into by and among **The University of Toledo** ("the University") and Jason Candle ("Coach") the effective date of which was December 2, 2015 (the "Agreement"), that was thereafter amended effective January 1, 2017 ("First Amendment"), and thereafter amended effective January 1, 2018 ("Second Amendment"). Collectively, the University and Coach will be referred to as the "Parties".

RECITALS

WHEREAS, the Parties have entered into the Agreement and the Parties wish to amend the Agreement as further set forth below.

NOW THEREFORE, the Parties agree as follows:

AMENDMENT

1. Section 4.1, Annual Base Salary. Effective for the fiscal year beginning July 1, 2020 the annual base salary (minus applicable withholdings) will be $450,000, payable in bi-weekly installments in accordance with normal University payroll procedures for administrative unclassified employees. Effective January 1, 2021 the annual base salary (minus applicable withholdings) will increase to $475,000, payable in bi-weekly installments in accordance with normal University payroll procedures for administrative unclassified employees. On July 1, 2021 the annual base salary will return to the amount as outlined in the SECOND AMENDMENT.
2. All other provisions of the Agreement shall remain in full force and effect, it being understood that, in the event of a conflict between the terms of this AMENDMENT and the Agreement, the terms of this AMENDMENT will take precedence.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT effective as of the date set forth above.

THE UNIVERSITY OF TOLEDO

Gregory C. Postel, M.D.
Interim President

Date: 9/23/20

Michael E. O'Brien
Vice President/Director of Athletics

Date: 8/25/2020

OLA Approved NJJ 7.31.19

COACH

Jason Candle

Date: 8/24/20

SECOND AMENDMENT
TO THE EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE UNIVERSITY OF TOLEDO AND
JASON CANDLE

This SECOND AMENDMENT amends the EMPLOYMENT AGREEMENT (the "Agreement") by and between The University of Toledo (the "University") and Jason Candle ("Coach").

RECITALS

WHEREAS, the University and Coach entered into the above mentioned Agreement commencing December 2, 2015, that was thereafter amended effective January 1, 2017 and the parties wish to further amend the Agreement as set forth below.

NOW THEREFORE, the University and Coach agree as follows:

AMENDMENT

1. **Section 2.1**, Length, is revised to terminate on *December 31, 2023*.

2. **Section 4.1**, Annual Base Salary, shall be deleted in its entirety and replaced with the following:

   The annual base salary, minus applicable withholdings, payable in bi-weekly installments in accordance with normal University payroll procedures for administrative unclassified employees will be as follows:

Year	*Annual Base Salary*
2018	*$450,000*
2019	*$475,000*
2020	*$500,000*
2021	*$525,000*
2022	*$550,000*
2023	*$575,000*

3. **Section 4.3**, Marketing Compensation, shall be deleted in its entirety and replaced with the following:

   While Coach is serving as head coach of the intercollegiate football team, he will receive additional compensation in the amount of $650,000 annually in the form of marketing income, including, but not limited to, sponsorships, television and radio shows, rollover sponsor fees, speaking engagements and any other talent fee payments, in consideration for which Coach agrees that he will perform television and radio shows, speeches and other appearances as reasonably requested by the University. Coach will receive this additional compensation quarterly. If Coach is terminated for cause during a season, he shall not be entitled to any portion of the marketing income after the effective date of termination. If Coach is terminated without cause, he shall be entitled to a pro-rata share of the marketing income for only the period of time he actually performed the marketing responsibilities and in no way, is entitled to any marketing compensation if he is not working in the capacity of the Coach.

4. **Section 4.4.7**, Bonuses Based on Wins, shall be deleted in its entirety and replaced with the following:

At the conclusion of each year's twelve game season not including bowl games, if the men's intercollegiate football team won a specified number of games, Coach will receive a non-cumulative bonus as follows:

Wins	*Bonus*
7	*$10,000*
8	*$15,000*
9	*$30,000*
10	*$40,000*
11	*$50,000*

5. Section 5.3, Liquidated Damages Upon Termination by University Without Cause, **Subsection 5.3.1** shall be deleted in its entirety and replaced with the following:

Subject to the mitigation provision below, the University will pay Coach an annual base salary of $700,000 from the effective date of termination through December 31, 2023, in addition to any pro-rata share of the marketing income due under Section 4.3. Further, the Coach will be entitled to all expenses incurred in the performance of his duties as Head Coach but not yet reimbursed or otherwise received by the date of the termination.

6. **Section 6.3**, Buy-out, shall be shall be deleted in its entirety and replaced with the following:

If Coach accepts employment with any other institution prior to the termination of this Agreement, Coach must pay $450,000 as liquidated damages.

All other provisions of the Agreement will remain in full force and effect, it being understood that, in the event of a conflict between the terms of this SECOND AMENDMENT and the Agreement, the terms of this SECOND AMENDMENT take precedence.

IN WITNESS WHEREOF, the parties have executed this SECOND AMENDMENT effective January 1, 2018.

THE UNIVERSITY OF TOLEDO

Sharon L. Gaber, Ph.D.
President

Date: 12/15/17

Michael E. O'Brien
Vice President/Director of Athletics

JASON CANDLE

Date: 12-15-17

Date: 12/15/17

RESTATED FIRST AMENDMENT
TO THE EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE UNIVERSITY OF TOLEDO AND
JASON CANDLE

This RESTATED FIRST AMENDMENT amends the EMPLOYMENT AGREEMENT (the "Agreement") by and between The University of Toledo (the "University") and Jason Candle ("Coach").

RECITALS

WHEREAS, the University and Coach entered into the above mentioned Agreement commencing December 2, 2015 and the parties wish to further amend the Agreement as set forth below.

NOW THEREFORE, the University and Coach agree as follows:

AMENDMENT

1. Section 2.1, Length, is revised to terminate on *December 31, 2021.*

2. Section 4.1, Annual Base Salary, shall be deleted in its entirety and replaced with the following:

   The annual base salary, minus applicable withholdings, payable in bi-weekly installments in accordance with normal University payroll procedures for administrative unclassified employees will be as follows:

Year	*Annual Base Salary*
2017	*$425,000*
2018	*$450,000*
2019	*$475,000*
2020	*$500,000*
2021	*$525,000*

3. Section 4.4.7, Bonuses Based on Wins, shall be deleted in its entirety and replaced with the following:

   At the conclusion of each year's twelve game season not including bowl games, if the men's intercollegiate football team won a specified number of games, Coach will receive a non-cumulative bonus as follows:

Wins	*Bonus*
7	*$10,000*
8	*$15,000*
9	*$20,000*
10	*$25,000*
11	*$30,000*

4. Section 6.3, Buy-out, shall be amended to add the following subsection:

   6.3.4. in 2021, the amount of $300,000.

5. This Amendment supersedes the prior version of the First Amendment executed on February 17, 2017 which will have no force or effect.

6. All other provisions of the Agreement will remain in full force and effect, it being understood that, in the event of a conflict between the terms of this FIRST AMENDMENT and the Agreement, the terms of this FIRST AMENDMENT take precedence.

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT effective January 1, 2017.

THE UNIVERSITY OF TOLEDO

Sharon L. Gaber, Ph.D.
President

Date: 3/13/17

Michael E. O'Brien
Vice President/Director of Athletics

Date: 3/6/17

JASON CANDLE

Date: 3/14/17

NJJ 12-29-15

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made between The University of Toledo, an Ohio public institution of higher education (the "University") and Jason Candle ("Coach"). In consideration of the mutual promises hereinafter contained, and intending to be legally bound hereby, the parties agree as follows:

1.0 EMPLOYMENT.

1.1 Head Coach. Subject to the terms and conditions of this Agreement, the University will employ Coach as head coach of the intercollegiate football team ("Team"). Coach represents and warrants that he is fully qualified to serve, and is available for immediate employment, in this capacity.

1.2 Reporting. Coach is responsible, reports directly to the Athletic Director of Intercollegiate Athletics ("Athletic Director") and will confer with the Athletic Director or the Athletic Director's designee on all administrative and technical matters.

1.3 Duties. Coach manages and supervises the football team and will perform such other duties in the University's athletic program, consistent with his status as head coach, as the Athletic Director may assign.

2.0 TERM.

2.1 Length. This Agreement is for 5 years commencing December 2, 2015, subject to the conditions stated herein and terminating December 31, 2020.

2.2 No Tenure. This Agreement does not grant Coach a claim to tenure in employment, nor do Coach's service pursuant to this Agreement count in any way toward tenure at the University. This Agreement does not grant any expectancy of employment or reemployment except as expressly provided by the terms herein.

3.0 COACH'S SPECIFIC DUTIES AND RESPONSIBILITIES.

3.1 Duties. In consideration of the compensation and other benefits specified in this Agreement, Coach will:

3.1.1 Devote full time attention and energies to the duties of head coach as stated under this Agreement, including all duties that the Athletic Director may assign;

3.1.2 Develop and implement programs and procedures with respect to the evaluation, training and coaching of student team members to compete successfully while assuring their welfare;

3.1.3 Observe and uphold all academic standards, requirements and policies of the University;

3.1.4 Know, recognize and comply fully with all federal, state and local laws, as well as all applicable University Rules and Governing Athletic Rules; including but not limited to the rules, regulations and policies of the Mid-American Conference and the National Collegiate Athletic Association (NCAA), and to take every reasonable precaution to ensure that all members of his staff comply with same, and to immediately advise the Athletic Director if there is reasonable cause to believe violations have occurred or will occur.

3.1.5 Represent the University positively in public and private forums and not engage in conduct that reflects adversely on the University or its athletic program. Coach recognizes that Coach is covered by Ohio Ethics Law for public officials and state employees and represents that Coach has received a copy of this legislation from the University and has completed and returned the form acknowledging receipt of such legislation. Any violation of this provision as determined by the University will subject Coach to disciplinary action, up to and including termination.

3.2 Assistant Coaches. Coach has the primary responsibility and authority to recommend to the Athletic Director the hiring and termination of assistant coaches for the football team, but the final decision will be made by the Athletic Director, subject to the approval of the University's Board of Trustees. The Athletic Director will not hire a candidate not recommended by Coach.

3.3 Scheduling. Athletic Director has the primary responsibility with respect to the non-conference scheduling of the football team's competitions, in consultation

with Coach, which shall include the identification, selection, and negotiation with opponents for the non-conference schedule.

3.4 Outside Income. During the term of this Agreement, Coach will have the opportunity to earn outside income, but only upon the terms and conditions set forth herein. Sources of outside income may include, but are not limited to: sports camps, television and radio programs, endorsements or consultation contracts with athletic apparel, shoes or equipment manufacturers, vendors or other entities; income from speeches, appearances and written materials. The following terms and conditions apply to each case in which Coach receives outside income as a result of his position as head football coach.

3.4.1 Such outside activities cannot interfere with the full and complete performance by Coach and his duties and obligations as a University employee, recognizing always that Coach's primary obligations lie with the University and its students.

3.4.2 In no event will Coach accept or receive, directly or indirectly, any monies, benefits or any other gratuity whatsoever from any person, corporation, booster club or alumni association or other benefactor if such action would violate the NCAA Constitution, bylaws, rules or regulations or interpretations thereof by the NCAA as now or hereafter enacted. Changes in the Constitution, bylaws, rules, regulations or interpretations automatically apply to this Agreement without the necessity of a written modification.

3.4.3 Coach must obtain the advance written approval of the Athletic Director and the President of the University before entering into such agreements. Activities involving use of University facilities or the name of University, such as sports camps, will be subject to separately negotiated and written agreements between the parties. Coach is not permitted to participate in any business transactions or endorse any products or appear on any radio or television programs that may discredit or bring undue criticism to the University.

3.4.4 Such activities are independent of Coach's University employment and the University has no responsibility or liability for any claims arising there from. Coach agrees to indemnify and hold harmless the University, its trustees, officers, employees and agents from any and all claims based on such outside activities.

3.4.5 Coach may not, under any circumstances, accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Athletic Director and President of the University.

3.4.6 Coach will report, whenever reasonably requested - but no less than annually on or before October 1 of each year - in writing to the President of the University, through the Athletic Director, all athletically related income from sources outside the University. Such income may include, but not be limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, fees for speaking engagements, television and radio programs and endorsements or consultation contracts with athletic apparel, shoe or equipment manufacturers, vendors or other entities. Athletic Director, as well as the President or his designee, shall have reasonable access to all records of Coach necessary to verify such report excluding communication that is deemed to be attorney-client privilege. However, Coach will use best efforts to comply with all reasonable requests for documents.

3.5 Budgeting. During the term of this Agreement, Coach will have the authority to develop and administer the Men's Football Budget for the overall benefit and development of the Men's Football Program as he deems necessary and appropriate to advance the athletic and academic levels of achievement for the Program. The development of the Budget and the administration of the overall budget, as discussed above, shall be subject to the review and approval of the Athletic Director and all other required levels of University review and approval. Such approval of the development and administration of the budget by the Coach

shall not be unreasonably withheld, to the extent that the Coach's administration of the Program budget does not result in expenditures in excess of the total amount of funding approved in the Program budget, unless otherwise approved by the Athletic Director. At all times during the term of this Agreement or any extension, renegotiation or renewal hereof the Athletic Director, the President, and the Board of Trustees hereby agree and commit that the Men's Football Program shall be funded, by the University, as a high priority athletics Program. The Men's Football Program in terms of its operational budget (to include team travel, allocated funds for recruiting, game guarantees, salaries, equipment and other essential athletic and administrative expenses) shall at all times be amongst the leading Programs in the Conference and other elite Division I Men's Football Programs in comparable Conferences.

4.0 COMPENSATION.

In consideration of Coach's services and satisfactory performances of the conditions of this Agreement, the University promises to provide Coach, the following described compensation:

4.1 Annual Base Salary. An annual base salary, minus applicable withholdings, of $400,000 payable in bi-weekly installments in accordance with normal University payroll procedures for administrative unclassified employees.

4.2 Benefits. Employee benefits as the University provides generally to its administrative unclassified employees in existence at the time of the Employees initial employment or as revised and/or substituted from time to time by the University.

4.3 Marketing Compensation. While Coach is serving as head coach of the intercollegiate football team, he will receive additional compensation in the amount of $250,000 annually in the form of marketing income, including, but not limited to, sponsorships, television and radio shows, rollover sponsor fees, speaking engagements and any other talent fee payments, in consideration for which Coach agrees that he will perform television and radio shows, speeches and other appearances as reasonably requested by the University. Coach will receive

this additional compensation, subject to applicable withholdings, payable in bi-weekly installments.

4.4 Incentive Bonus Compensation.

4.4.1 Mid-American Conference West Championship and West Co-Championship Incentive. If the men's intercollegiate football team should win the Mid-American Conference (MAC) Western Division Championship, or be a co-champion in any given year while Coach is head coach, he will receive a bonus in the amount of $25,000.

4.4.2 MAC Championship Incentive. If the men's intercollegiate football team participates in the MAC Championship game while Coach is head coach, he will receive a bonus in the amount of $15,000. If the men's intercollegiate football team should win the MAC Championship while Coach is head coach, he will receive a bonus in the amount of $30,000. The above referenced amounts are cumulative.

4.4.3 NCAA Post-Season Bowl Game. If the men's intercollegiate football team participates in a post-season bowl game while Coach is the head coach, he will receive a bonus in the amount of $20,000. If the men's intercollegiate football team should win a post-season bowl game while Coach is head coach, he will receive a bonus in the amount of $30,000. These amounts are cumulative.

4.4.4 Post-Season Bowl Game as highest ranked Group of 5. If the men's intercollegiate football team participates as the highest ranked Group of 5 team in a post-season bowl game while Coach is the head coach, he will receive a bonus in the amount of $100,000.

4.4.5 College Football Playoff. If the men's intercollegiate football team participates in a College Football Playoff game (Semi-final or Final) while Coach is the head coach, he will receive a bonus in the amount of $100,000 per game. These amounts are cumulative.

4.4.6 Academic Incentives. If the men's intercollegiate football team roster of eligible players in any given year while Coach is the head coach, achieves an APR (Academic Progress Rate as adopted by the NCAA) score of 930

or greater, Coach will receive a bonus in the amount of $25,000. In addition, if the men's intercollegiate football team roster of eligible players in any given year while Coach is the head coach, achieves an APR score greater than the average APR score for all MAC football teams for the year, Coach will receive an additional bonus in the amount of $25,000. If the men's intercollegiate football team roster of eligible players in any given year while Coach is the head coach, achieves an average GPA greater than 3.0 for Fall or Spring academic semesters, Coach will receive an additional bonus of $25,000.

4.4.7 Bonuses Based on Wins. At the conclusion of each year's twelve game season not including bowl games, if the men's intercollegiate football team won a specified number of games, Coach will receive a non-cumulative bonus as follows:

Wins	Bonus
7	$7,500
8	$10,000
9	$12,500
10	$15,000
11	$17,500

4.4.8 Professional Recognition. During his employment as head coach of the University's men's intercollegiate football team, Coach will receive the following supplemental, cumulative compensation in consideration of his efforts in being recognized as the Coach of the Year from the following organizations:

4.4.8.1 Mid-American Conference Coach of the Year, a bonus in the amount of $20,000.

4.4.8.2 Regional Coach of the Year, a bonus in the amount of $30,000

4.4.8.3 National Coach of the Year, a bonus in the amount of $40,000

For clarification purposes, if Coach was named Mid-American Conference Coach of the Year, Regional Coach of the Year, and National Coach of the Year, Coach would entitled to receive $90,000.

4.4.9 Incentive Payment Schedule. Payments for Incentives required under this Section 4.4 shall be made to Coach in their entirety within thirty (30) days of the determination that the achievement has been met.

4.5 Deductions. Said supplemental compensation and bonuses are subject to and contingent upon any then current NCAA limitations applicable to the division of competition in which the University football team competes. Compensation is subject to payroll deductions, including federal, state and local taxes and mandatory contributions to the state retirement system that apply to the University's administrative, unclassified employees.

4.6 Insurance Benefits. The University will provide Coach with health care coverage and life and disability insurance, in accordance with the standard medical package provided to administrative, unclassified employees.

4.7 Additional Benefits.

4.7.1 While Coach is serving as head coach of the intercollegiate football team, he will have the use of one (1) luxury automobile in accordance with University Policy Number 3364-35-04 and the car dealership agreement. Coach shall obtain the necessary insurance coverage at his cost in accordance with this Policy. Coach will immediately return the automobile to the University upon termination or expiration of this Agreement, except as provided herein. In the event that the University terminates the Coach, with or without cause, Coach will return the automobile on the date of termination of this Agreement. At the full discretion of the Athletic Director, Coach may be given a reasonable period of time to procure an alternative means of transportation before he is required to return the automobile to the University, for a period up to thirty (30) days after the effective or actual date of termination, whichever is later. If exercised, Coach will be responsible for all costs associated with the vehicle, including but not limited to, maintenance, fuel, etc. and

will comply with University Policy Number 3364-35-04 and the dealership agreement.

4.7.2 Further, Coach will be entitled to a membership at a country club as long as the board of directors of said country club provides a membership. The University will pay Coach's business expenses, not to exceed the annual budget for such expenses, unless otherwise approved by the Athletic Director for expenses incurred in the performance of the Coach's duties. If the board of directors of the country club withdraws the donated membership for the head football coach, the University will use its best efforts to obtain a donated membership elsewhere from a country club of comparable quality and will then reinstate this Agreement to pay Coach's business expenses. University will not be expected to pay for a country club membership if one is not provided.

4.8 Deferred Contingent Income.

4.8.1 On April 15, 2016, and each year thereafter on April 15th through the Term of this Agreement, as long as Coach remains employed in his capacity as head intercollegiate football coach, the University will make a discretionary employer contribution to the 403(b) Plan in an amount equal to the lesser of (i) $25,000 or (ii) the maximum amount that can be contributed as an employer contribution on behalf of Coach without violating Section 415(c)(1)(A) of the Internal Revenue Code taking into consideration all other employer contributions made to the 403(b) Plan on behalf of Coach and employee contributions made by Coach during such calendar year. The University will make the contribution to the 403(b) Plan in accordance with the timing requirements of the Internal Revenue Code.

5.0 TERMINATION BY UNIVERSITY.

5.1 Termination by University for Cause. At all times, Coach serves at the pleasure of the Athletic Director. No further payment or benefits shall be made to Coach if the Athletic 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:

5.1.1 Neglect or inattention by Coach to the duties of head men's football coach or Coach's refusal or inability to perform such duties after written notice has been given to Coach by the Athletic Director or as determined by the Athletic Director, and Coach has continued such neglect, inattention, refusal or inability during a subsequent reasonable period specified by University; or

5.1.2 A significant or repetitive or intentional violation (or pattern of conduct which may constitute or lead to a Level I or Level II NCAA violation), as determined by the University by Coach or other person's under Coach's supervision and direction, including but not limited to assistant coaches, Men's Football support staff or student-athletes) of any laws, of University Rules or Governing Athletic Rules of the Conference and/or the NCAA; or

5.1.3 A material breach of the terms and conditions of this Employment Agreement, as determined by the Athletics Director, or a violation by Coach of a criminal statute or regulation (excluding minor traffic violations); or

5.1.4 A significant violation of University Rules which would be deemed a material and incurable breach of the Coach's duties and responsibilities as provided under the terms and conditions of this Employment Agreement or a violation of the Ohio Ethics Laws as determined by the University, an Opinion of the Attorney General's Office and/or the Ohio Ethics Commission which would be deemed a material breach of the Coach's duties and responsibilities under the terms and conditions of this Employment Agreement; or

5.1.5 Fraud or dishonesty of Coach in the performance of his duties or responsibilities under this Agreement as determined by University; or

5.1.6 Fraud or dishonesty of Coach in preparing, falsifying, submitting or altering documents or records of University, NCAA, 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, telephone logs, transcripts, eligibility forms or compliance reports, or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person, as determined by University; or

5.1.7 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 University, NCAA, or other governing body having supervision over the athletic programs of University or such other institution of higher learning, or required by law, Governing Athletic Rules or University Rules, as determined by University; or

5.1.8 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 University's athletic programs or other institution of higher learning which shall be propounded by University, NCAA, or other governing body having supervision over the athletic programs of University or such other institution of higher learning, or required by law, Governing Athletic Rules or University Rules, as determined by University; or

5.1.9 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 by an assistant coach, student-athlete, University student, or anyone else involved in the athletics' program at University 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 University; or

5.1.10 Illicit or excessive use or consumption by Coach of alcoholic beverages, drugs (illicit or legal), controlled substances, or steroids (except as prescribed by a physician) during the performance of his duties, or as to impair his ability to perform his duties hereunder as determined by the University in accordance with State and Federal Law regarding employees with substance abuse problems; or failure by Coach to fully cooperate in the enforcement and implementation of a legal and equitable drug testing program established by the University for the testing of student-athletes, by the University which is uniformly and equitably administered to all student athletes of the University; or

5.1.11 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 University; or

5.1.12 Failure by Coach to report promptly to the Athletic 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 University; or

5.1.13 Failure by Coach to obtain prior approval for outside activities as required by Section 3.4 et seq. 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 3.4.6 of this Agreement, as determined by University; or

5.1.14 It is recognized that this Section encompasses findings or determinations of violations during employment of Coach at University 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 University 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 University to be in violation of NCAA Bylaws.

5.1.15 Notice. If University terminates this Agreement for cause under this Section or without cause under Section 5.2, it shall give written notice to Coach of its intention to so terminate this Agreement and the intended effective date of termination.

5.1.16 Termination for Cause/Loss of Compensation and Benefits. In the event this Agreement is terminated for cause under this Section, Coach shall not be entitled to receive any further compensation or benefits under this Agreement. In no case shall University 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 University's termination of his employment.

5.2 Termination by University Without Cause. The University may terminate this Agreement prior to its expiration without cause. Termination without cause means termination of this Agreement on any basis other than those set forth in Section 5.1 above. Termination without cause will be effectuated by delivery by the University to Coach of written notice of the University's intent to terminate this Agreement without cause, and provide at least 30 days notice before such termination becomes effective. If the University exercises its right to terminate the Agreement under this section, Coach will be entitled to damages only as provided below.

5.3 Liquidated Damages Upon Termination by University Without Cause. If the University terminates this Agreement without cause prior to its expiration, the University will pay to Coach, as liquidated damages, the following amount:

5.3.1 Subject to the mitigation provision below, the University will pay Coach his base salary due under Section 4.1 of this Agreement from the effective date of termination through the current term of this Agreement. Further, the Coach will be entitled to all expenses incurred in the performance of his duties as Head Coach but not yet reimbursed or otherwise received by the date of the termination.

5.3.2 The University's obligation will be paid on a monthly basis and is subject to Coach's duty to mitigate the University's obligation as set forth below. Any other employee benefits that Coach was receiving at the time of the Coach's termination will be terminated, including contribution to retirement plans. Notwithstanding the aforementioned termination of University provided-benefits, Coach may continue his health insurance plan and group life insurance at his own expense in accordance with then existing laws and regulations regarding the continuation of such benefits after termination of employment with the University.

5.3.3 In no case is the University liable for the loss of any marketing, incentive, or bonuses set forth in Section 4, or for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from University or outside activities.

5.3.4 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of the Agreement by the University without cause prior to its natural expiration may cause Coach to lose certain benefits, supplemental compensation, or outside compensation relating to his employment at the University, which damages are difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and acceptance thereof by Coach constitute adequate and reasonable compensation to Coach for any damages and injury he suffered because of such termination by the University. The foregoing is not, nor is construed to be, a penalty. This Section 5.3 is subject, however, to the following:

Coach agrees that as a condition of receiving any post-termination benefit as set forth in this Section 5.3, except for earned but unpaid compensation to the date of termination and any legally protected rights Coach has under any employee benefit plan maintained by University, Coach or, in the case of any amounts due after the Coach's death, the person to whom those amounts are payable (collectively, the "Payee") must execute a comprehensive release in the form determined from time to time by University in its sole discretion. Generally, the release will require the Coach and the Coach's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and assigns to release and forever discharge University and its trustees, officers, employees, directors, agents, attorneys, successors and assigns from any and all claims, suits and/or causes of action that grow out of or

are in any way related to Coach's employment with University, other than any claim that University has breached this Agreement. This release will include, but not be limited to, any claim that University violated the Public Health Services Act; the Age Discrimination in Employment Act; the Older Worker's Benefit Protection Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1965 (as amended); the Family and Medical Leave Act; any state, federal law or local ordinance prohibiting discrimination, harassment or retaliation in employment; any claim for wrongful discharge, including in violation of public policy; claims of promissory estoppel or detrimental reliance, defamation, intentional infliction of emotional distress; or the public policy of any state; or any federal, state or local law relating to any matter contemplated by Coach. Upon Coach's termination of employment with University, the Coach will be presented with a release and if the Coach fails to execute the release, Coach agrees to forego any payment from University. Coach acknowledges that Coach is an experienced person knowledgeable about the claims that might arise in the course of employment with University 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 5.3, any reference to Coach's "termination of employment" (or any form thereof) shall mean Coach's "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and Treasury Regulation Section 1.409A-1(h).

5.4 Mitigation of Damages by Coach if University Terminates Without Cause. Notwithstanding the provision of Section 5.3, Coach agrees to make reasonable efforts to mitigate the University's obligations to pay liquidated damages set forth above and to make reasonable and diligent

efforts to obtain comparable employment, such as a coaching position at a college or university or with a professional team (or league), after termination of this Agreement by the University without cause. After Coach obtains such new employment as specified herein above, the University's obligation to pay liquidated damages under this Agreement shall be reduced by the amount of Coach's new monthly base salary through the current term of this Agreement.

6.0 TERMINATION BY COACH.

Coach recognizes that his promise to work for the University for the entire term of this Agreement is of the essence of this Agreement to the University. Nevertheless, Coach may terminate this Agreement prior to its expiration, but only under the following terms and conditions:

6.1 Written Notice. Coach may terminate this Agreement by giving the Athletic Director fourteen (14) days advance written notice of his intention to terminate.

6.2 Termination of University's Obligations Under Agreement. Upon termination of this Agreement by Coach and payment of all amounts then owing by the University to Coach pursuant to the terms of this Agreement, all obligations owed by the University to Coach under this Agreement shall cease as of the effective date of the termination. In no case is the University to be liable for the loss of any marketing, incentive, or bonuses set forth in Section 4, or for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from University or outside activities.

6.3 Buy-Out. If Coach accepts employment with any other institution prior to the termination of this Agreement, Coach must pay the following as liquidated damages:

6.3.1 In 2016, 2017, or 2018, the amount of $600,000;

6.3.2 in 2019, the amount of $300,000; and

6.3.3 in 2020, the amount of $300,000.

6.4 Liquidated Damages Payment Schedule. The liquidated damages, as defined in Section 6.3, shall be paid to the University within sixty (60) days following the effective date of Coach's resignation or acceptance of other employment.

6.5 Coach will not for a period of one (1) year after such termination by Coach contact or otherwise seek to recruit any junior college or high school athlete previously contacted or recruited by the University, unless such athlete had been recruited or contacted by any new institution employing Coach prior to the notice of termination by Coach to the University.

7.0 PROPERTY OF THE UNIVERSITY.

All materials or articles of information, including without limitation, personnel records, recruiting records, team information, films, statistics, or any other material or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment are and remain the sole property of the University. Within 10 days of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach must immediately cause any such materials in his possession or control to be delivered to the Athletic Director.

8.0 DEATH OR DISABILITY.

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

9.0 BOARD OF TRUSTEES.

This Agreement is be subject to the approval of University's Board of Trustees.

10.0 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, neither Coach nor University shall be entitled to receive, and each hereby waives any claim against the other and their 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 University or Coach of information or documents which are required to be released by law. Coach acknowledges that in the event of termination of this agreement for cause, without cause or otherwise, or suspension hereunder, Coach shall have no right to occupy the position of head men's football coach and that Coach's sole remedies are provided herein and shall not extend to injunctive relief.

11.0 ASSIGNMENT.

Neither party may assign its rights or delegate its obligations under this Agreement.

12.0 NOTICES.

Any notices, requests or demands required or permitted hereunder must be in writing and are deemed to have been given when received, if delivered in person to the Coach or the Athletic Director, or after 3 business days following the mailing thereof by certified, first class mail, postage prepaid, return receipt requested, to:

If to the University to:

Michael E. O'Brien,
Vice President/Director of Athletics
The University of Toledo
2801 W. Bancroft, MS 302
Toledo, Ohio 43606

If to Coach to:

Jason Candle
[redacted]

13.0 COMPLETE AGREEMENT.

This Contract sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, contracts promises, representations,

warranties, statements, arrangements and understandings, if any, among the parties hereto or their representatives. No waiver, modification or amendment of any provision, term or condition hereof is valid unless in writing and signed by the parties and any such waiver, modification or amendment is valid only to the extent therein set forth.

14.0 BINDING EFFECT.

This Contract is binding upon and inures to the benefit of the parties hereto and their respective successors, heirs and assigns.

15.0 GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of Ohio.

16.0 SEVERABILITY.

Any provisions of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction are, as to such jurisdiction, ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction does not invalidate or render unenforceable such provision in any other jurisdiction.

17.0 TAX ADVICE/INTERNAL REVENUE CODE SECTION 409A

University will not provide tax advice to Coach or Coach's beneficiary regarding the tax effects of this Agreement. University encourages Coach and Coach's beneficiary to consult with their own tax advisors concerning the federal, state, and local tax effects of this Agreement. This Agreement is intended to comply with the requirements of Section 409A of the Internal Revenue Code and, to the maximum extent permitted by law, shall be administered, operated and construed consistent with this intent.

18.0 CONSTRUCTION OF AGREEMENT.

It is intended that this Agreement shall comply with the provisions of Section 409A of the Code and the Treasury regulations relating thereto, or an exemption to Section 409A of the Code, and payments, rights and benefits may only be made, satisfied or provided under this Agreement upon an event and in a manner permitted by Section 409A of the Code, to the extent applicable, so as not to subject the Coach to the payment of taxes and interest under Section 409A of the Code. In furtherance of this intent, this Agreement shall be interpreted, operated and administered in a manner consistent with these intentions. Terms defined in

this Agreement shall have the meanings given to such terms under Section 409A of the Code if and to the extent required in order to comply with Section 409A of the Code. No payments to be made under this Agreement may be accelerated or deferred except as specifically permitted under Section 409A of the Code. Any payments that qualify for the "short-term deferral" exception or another exception under Section 409A of the Code shall be paid under the applicable exception. For purposes of the limitations on nonqualified deferred compensation under Section 409A of the Code, each payment of compensation under this Agreement shall be treated as a separate payment of compensation for purposes of applying the Section 409A of the Code deferral election rules and the exclusion under Section 409A of the Code for certain short-term deferral amounts. All payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service" under Section 409A of the Code. In no event may the Coach, directly or indirectly, designate the calendar year of any payment under this Agreement.

This Employment Agreement is signed by the parties or their duly authorized representatives to be effective as of December 2, 2015.

COACH

Jason Candle

2/8/16
Date

THE UNIVERSITY OF TOLEDO

By: Michael E. O'Brien
Michael E. O'Brien,
Vice President/Director of Athletics

1/8/16
Date

By Sharon L. Gaber
Sharon L. Gaber, Ph.D.,
President

1/12/16
Date