EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is between the University of Michigan (the "University") and Richard Rodriguez ("Rodriguez"). It contains the entire agreement of the parties and supersedes and replaces all verbal or written agreements between the parties.

Article I
PURPOSE

1.01 The parties have entered into this Agreement because the University desires to employ Rodriguez for the six (6) Contract Years specified in Section 3.01(b) hereof (the "Contract Period") based on (a) Rodriguez' assurance that he will serve the entire Contract Period, a commitment by Rodriguez being critical to the University's desire to run a stable athletics program; and (b) the University's assurance that it will continue to employ Rodriguez for the entire Contract Period, a commitment essential to induce Rodriguez to enter into this Agreement. The University agrees to employ Rodriguez, and Rodriguez agrees to be employed by the University, upon the following terms and conditions.

Article II
RESPONSIBILITIES OF THE HEAD COACH

2.01 Recognition of Duties: Rodriguez will serve as head coach of the University's men's football team ("Team"). He will perform to the best of his ability the duties set forth in this Agreement, and shall report to the University's Director of Intercollegiate Athletics ("Athletic Director"). Subject to the other provisions of this Agreement, Rodriguez shall devote his full business time, skill, and attention to the performance of his duties as Head Coach.

2.02 General Duties and Responsibilities: During the period in which the University employs Rodriguez, he agrees to perform all duties and responsibilities attendant to the position of head coach of the Team ("Head Coach") as set forth in this Agreement. The Head Coach shall have the authority and responsibility for supervising, evaluating, recruiting, training, and coaching student-athletes to compete against major college competition; the supervision and evaluation of coaching staff; and budget preparation and administration for approval by the Athletic Director, as it relates to the University's men's football program ("Football Program" or "Program").

2.03 Specific Duties and Responsibilities: The duties and responsibilities assigned to the Head Coach in connection with the Football Program are set forth below, and shall include such related duties and responsibilities consistent with the position of head football coach as may reasonably be assigned by the Athletic Director. This list of specific duties and responsibilities supplements and is not exclusive of the other general duties and responsibilities provided for elsewhere in this Agreement. The specific responsibilities of the position of Head Coach include, but are not limited to, the following:

(a) The Head Coach will be responsible for all customary coaching decisions, including without limitation the systems and strategies used on the field (both in practice and

actual game play), conduct of practice and training, selection of team members, deployment of players, the practice for and play of games, and all other matters involving football operations;

(b) The Head Coach will use maximum efforts to comply with the academic and admission standards and requirements of the University with respect to the recruiting and eligibility of prospective and current student-athletes for the Football Program. The Head Coach will use maximum efforts to comply with the academic policies established by the University, including monitoring and encouraging the regular progress toward an academic degree of those student-athletes who are on the football team. He will make reasonable and good faith efforts, in cooperation with the University's faculty and administration, to meet all student-athletes' academic requirements and to integrate sports into the whole spectrum of academic life to complement the University and its mission in the community. The Head Coach will use reasonable efforts to arrange football travel and scheduling by student-athletes in such a manner as to minimize lost classroom time. Travel schedule will be subject to approval by the Athletic Director;

(c) The Head Coach will make his best effort to maintain conduct (both on and off the field) and enforce disciplinary rules and sanctions fairly and uniformly for all student-athletes in the Program in order to encourage academic and moral integrity and excellence;

(d) The Head Coach has authority and responsibility to make decisions as to the hiring, continued employment, job titles, compensation, and dismissal of assistant coaches and other support staff for the Football Program, subject to the approval of the Athletic Director. The Head Coach will supervise these employees, including supervision of their compliance with University, Big Ten Conference, and NCAA rules and regulations;

(e) The Head Coach, subject to required time commitments to perform other duties under this Agreement, will be available to attend a reasonable number of alumni, public appearances, donor solicitation, charitable, sponsorship, promotional, and recruitment-related events and meetings as reasonably directed by the Athletic Director; and

(f) The Head Coach, subject to required time commitments to perform other duties under this Agreement, will be available to perform a reasonable number of services on television, radio, and other media as reasonably directed by the Athletic Director and as they relate to the position of Head Coach.

2.04 NCAA, Big Ten, and University Rules and Regulations: The Head Coach will abide by and comply with the NCAA Constitution, Operating Bylaws and Administrative Bylaws, as amended ("NCAA Rules") and all Big Ten Conference, and University rules and regulations. He will also use maximum efforts to ensure compliance with these rules and regulations by student athletes, assistant coaches, and all other Football Program employees. In the event that the Head Coach becomes aware, or has reasonable cause to believe, that violations of the NCAA Rules, or rules and regulations of the Big Ten Conference or University may have taken place in connection with the conduct of the Football Program, he shall report it promptly to the Athletic Director.

2.05 If the Head Coach is determined by the NCAA, the Big Ten Conference, or the University to have committed a violation of the NCAA Rules, whether while employed by the University or during prior employment at another NCAA member institution, the Head Coach may be subject to disciplinary or corrective action as set forth in the provisions of the NCAA Rules (*i.e.*, Article 19 of the NCAA Constitution, Operating Bylaws, and Administrative Bylaws, as amended) and/or this Agreement. Further, if the Head Coach is determined by the NCAA, the Big Ten Conference, or the University to have committed a major violation of the NCAA Rules, or to have intentionally committed any other type of violation of the NCAA Rules, whether while employed by the University or during prior employment at another NCAA member institution, the employment of the Head Coach may be terminated as provided in Sections 4.02 and 4.03 of the Agreement. For the purposes of the Agreement, in order for the University to find that the Head Coach committed a major violation of the NCAA Rules, or to have intentionally committed any other type of violation of the NCAA Rules, the following process and procedures must first occur:

(a) The University must conduct a thorough and timely investigation of the facts and circumstances from which such alleged violation derived, including, without limitation, reviewing all relevant documentation and interviewing all relevant individuals;

(b) The Head Coach must be given fourteen (14) days written notice of a hearing, which shall be part of the investigation. Such written notice shall describe the University's findings as a result of such investigation and the reasons the University feels such alleged violation occurred. The Head Coach shall be given an opportunity to respond to such written notice at the hearing. Present at the hearing shall be the University representative(s) conducting the investigation, the University President or his/her designee, the Athletic Director, a representative from the University's Office of General Counsel, and the Head Coach's professional advisor(s), including, without limitation, legal counsel. The Head Coach's professional advisors may participate in the hearing;

(c) Following such investigation and hearing, the University concludes that the Head Coach committed the alleged violation; and

(d) The University, either before or after conclusion of the investigation and hearing, submits to the NCAA a self-disclosure report identifying the alleged violation.

Article III
TERM OF EMPLOYMENT, COMPENSATION, AND BENEFITS

3.01 Term of Agreement and Employment:

(a) The term of this Agreement ("Term of the Agreement" or "Term") shall be for six (6) Contract Years (defined below) subject, however, to earlier termination in accordance with the provisions set forth in Article IV of this Agreement.

(b) As used in this Agreement, the term "Contract Year" is defined to mean: the twelve (12) month period commencing January 1 and ending the following December 31,

except the first Contract Year will begin on December 19, 2007 and end on December 31, 2008. Each such Contract Year shall be numbered to correspond to the period specified as follows:

Contract Year	Period
Contract Year One	December 19, 2007 – December 31, 2008
Contract Year Two	January 1, 2009 – December 31, 2009
Contract Year Three	January 1, 2010 – December 31, 2010
Contract Year Four	January 1, 2011 – December 31, 2011
Contract Year Five	January 1, 2012 – December 31, 2012
Contract Year Six	January 1, 2013 – December 31, 2013

3.02 Compensation:

(a) Base Salary. As compensation for the services performed under this Agreement, Rodriguez shall be paid a base salary ("Base Salary") during the Term of:

i. For Contract Year One, $300,000.

ii. For each Contract Year after Contract Year One, an amount equal to the Base Salary payable for the immediately preceding Contract Year, increased in accordance with the University's annual salary merit program for the year in which the compensation is being determined. The salary adjustment will be based upon the Athletic Department Standards for evaluating all coaches.

(b) The Base Salary provided for above shall be paid to Rodriguez in accordance with the University's normal payroll procedures.

(c) Additional Compensation. During the Term of this Agreement, Rodriguez will receive additional compensation at the annual rate of $1,650,000, paid monthly, as compensation for his television, radio, internet, shoe and/or apparel sponsorships, consulting, or promotion and other services at the request of the University as part of his duties and responsibilities as the Head Coach ("Additional Compensation").

(d) Bowl Game Appearance. If the Team appears in a bowl game immediately following the conclusion of a regular season that occurs during a Contract Year, Rodriguez will receive an additional payment of compensation for that Contract Year in the following amount (Bowl Championship Series = BCS). These amounts are not cumulative:

(i)	A non-January 1 bowl game:	$50,000;
(ii)	A January 1, non-BCS bowl:	$100,000; or
(iii)	BCS Game:	$200,000.

Reference to a "January 1 bowl game" above includes a bowl game played on January 2 when January 1 falls on a Sunday.

(e) National Championship. If the Team wins the BCS National Championship Game following the conclusion of the regular season that occurs during a Contract Year, Rodriguez will receive (in lieu of and not in addition to any payment under subparagraph (d)(iii) an additional payment of compensation for that Contract Year in the amount of $300,000.

(f) Timing of Additional Payments. The University shall pay the amount(s) earned by Rodriguez for a Contract Year pursuant to subparagraphs (d) and (e) above no later than 2 ½ months after the close of such Contract Year.

(g) Settlement Payment. Rodriguez acknowledges that as of the date of execution of this Agreement, the University has paid the sum of $2,500,000 to West Virginia University ("WVU") pursuant to the terms of that certain settlement agreement by and among Rodriguez, WVU and the University dated July 31, 2008 (the "Settlement Payment"). The University considers this payment as taxable wages for tax withholding and reporting purposes. Consistent with that determination, the University has made timely deposits with appropriate taxing authorities of all amounts required to be withheld as taxes with respect to Rodriguez as a result of making the Settlement Payment (the "Withheld Taxes"). The University has agreed to neutralize the actual tax impact of the Settlement Payment to Rodriguez, in order that Rodriguez not be unduly burdened or distracted in connection with the performance of his duties hereunder. It is the express intention of the parties that neither party benefit financially to the extent that there is a difference between (i) the amount of the Withheld Taxes, and (ii) the amount of the tax liability incurred by Rodriguez (after claiming all deductions allowable under applicable tax laws) which is attributable to the University having made the Settlement Payment. Therefore, as soon as practicable in 2009, the parties will review Rodriguez's pertinent 2008 tax information, and Rodriguez will pay the University, or the University will pay Rodriguez, as the case may be, such amount as is necessary to effectuate this mutually desired result.

3.03 Fringe Benefits:

(a) During the Term of this Agreement, Rodriguez shall be entitled to elect the standard University fringe benefits applicable to his classification. The fringe benefits are provided in accordance with the rules of the University's fringe benefit program, and are subject to change if and when the University's benefit program(s) change.

(b) Except as may otherwise be provided under the Additional Retirement Plans (defined in subparagraph (f) below), Rodriguez's fringe benefits will be calculated on his Base Salary, excluding any Additional Compensation or compensation earned pursuant to Section 3.02(d) and (e).

(c) During the Term of this Agreement, Rodriguez will be entitled to participate in the dealer provided automobile program available to the Athletic Department coaching staff as in effect from time to time (which as of the date of this Agreement allows Rodriguez and designated family members the use of two (2) automobiles plus paid automobile insurance).

(d) The University will pay reasonable moving expenses actually incurred for Rodriguez to relocate to Michigan.

(e) The University will pay or reimburse Rodriguez for reasonable temporary housing expenses for the necessary period of time, not to exceed ninety (90) days, to assist Rodriguez in his transition to the University.

(f) Deferred Compensation. In addition to the standard fringe benefits provided pursuant to Section 3.03(a) hereof, effective January 1, 2008, and during the remainder of the Term of the Agreement, Rodriguez will accrue benefits under University sponsored deferred compensation plans, which benefits will have an annual aggregate cost to the University of $550,000, and Rodriguez will at all times be fully vested in such benefits. Rodriguez will not be entitled to receipt of any benefits under the plans prior to termination of his employment with the University (whether due to death, disability, retirement, or any other reason). It is intended by the parties that the plans will satisfy the requirements of federal tax law that allow for federal income tax with respect to the benefits to be deferred until actually paid to Rodriguez (or his beneficiary). Therefore, as soon as practicable after the execution of this Agreement, the University will seek a ruling from the Internal Revenue Service (IRS) that the plans satisfy such requirements. If the IRS does not rule favorably, then the University will not be obligated to maintain the plans, and the parties will amend this Section 3.03(f) to provide for an alternative compensation arrangement satisfactory to Rodriguez, provided that the University's annual financial commitment under this Section 3.03(f), as the same may be modified, will not be greater or less than $550,000.

(g) Ticket Usage. During the Term of this Agreement, Rodriguez will be entitled to use of tickets for University athletic events in accordance with Athletic Department policy then in effect. Further, for all home football games beginning with the 2010 season and through the remainder of the Term of this Agreement, Rodriguez will be provided with exclusive use of a private viewing box (with seating for approximately eight (8) persons) in Michigan Stadium, to be located in the renovated press box area.

3.04 Exclusivity of Services:

Rodriguez agrees that during the Term of this Agreement, he will not engage in any outside activities in television, radio, internet, shoe and/or apparel sponsorships, consulting, promotion, or any activity directly related to football or his position as Head Coach, except for those activities he is compensated for by the University as described above and for Camp as set forth in Section 6 hereof. Provided, however, nothing contained in this Agreement shall or shall be deemed to prohibit Rodriguez from engaging, arranging, or participating in and/or deriving and retaining personal income from any of the following activities to the extent approved by the University's Athletic Director: (a) authoring or co-authoring books, articles, or other publications; (b) personal speaking engagements or other endeavors not directly related to his services as Head Coach; (c) acting as a spokesperson for an entity, vendor, or sponsor, so long as (i) such engagement is not directly related to his services as Head Coach, (ii) such entity, vendor, or sponsor is not then an exclusive corporate sponsor of the University's Athletic Department, and (iii) the engagement does not violate the terms of any other corporate sponsorship of the University's Athletic Department; and (d) other activities or endeavors not directly related to his services as Head Coach, provided that such activities and endeavors do not interfere with Rodriguez's performance of his duties and responsibilities as Head Coach or reflect adversely on the University. Pursuant to NCAA and University rules and regulations,

Rodriguez shall provide a written detailed account annually to the University's President of all athletically-related income and benefits that he receives from sources outside of the University.

Article IV
TERMINATION

4.01 (a) The University recognizes that its promise to employ Rodriguez for the entire Contract Period is the essence of its commitment to Rodriguez. The University also recognizes that Rodriguez is giving up other head football coaching opportunities and would not be entering into this Agreement but for the University's commitment to him. The parties agree that the University may, nevertheless, terminate Rodriguez' employment under this Agreement **without cause** prior to expiration of the Contract Period (on December 31, 2013) by giving to Rodriguez thirty (30) days' advance written notice of the termination of his employment. If the University exercises this right, then (in addition to any compensation otherwise accrued by but not yet paid to Rodriguez) it will pay Rodriguez the applicable amount determined as follows:

If Rodriguez's Employment is Terminated during	**The University shall pay Rodriguez**
Contract Year One	$4,000,000
Contract Year Two	$4,000,000
Contract Year Three	$4,000,000
Contract Year Four	$2,500,000
Contract Year Five	$2,000,000
Contract Year Six	$1,500,000, but in no case will the amount be greater than the amount of compensation remaining on the Agreement.

The University will make such payment to Rodriguez within sixty (60) days of the effective date of the termination of his employment. Acceptance by Rodriguez of such payment will constitute full settlement of any claim that Rodriguez might otherwise assert against the University, or any of its agents or employees.

(b) Except for the obligation to pay to the Rodriguez the amount set forth in Section 4.01(a), all obligations of the University (to the extent not already accrued) to Rodriguez shall cease as of the effective date of such termination. In no case shall the University be liable for the loss of any Base Salary, Additional Compensation, collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, television or radio shows, apparel or shoe contracts, consulting relationships or from any other sources that may ensue as a result of the University's termination without cause of Rodriguez' employment under this Agreement.

(c) All obligations of Rodriguez under this Agreement or otherwise associated with his employment by the University shall cease as of the effective date of such termination.

4.02 The University has the right to terminate the employment of Rodriguez **for cause** in the event of the following:

(a) Failure of the Rodriguez in any material respect to perform the services required of him under this Agreement, and such failure continues for a period of thirty (30) days following receipt of written notice from the University specifying the alleged failure;

(b) Conviction of Rodriguez of any criminal offense involving fraud or dishonesty; or any other criminal offense which results in material injury to the reputation of the University.

(c) Conduct by Rodriguez which offends against pubic decency or morality as shall be determined by the standards prevailing in the community.

(d) Misconduct as defined in Sections I and IIA of the University of Michigan Standard Practice Guide 201.12. The parties agree that the definition of misconduct set forth in Sections I and II of Standard Practice Guide 201.12 is incorporated into this Agreement as cause for discharge, but no other part of SPG 201.12 will apply to Rodriguez' employment.

(e) Rodriguez is determined by the NCAA, the Big Ten Conference, or the University to have committed a major violation of the NCAA Rules, or to have intentionally committed any other type of violation of the NCAA Rules, pursuant to Section 2.05 of this Agreement.

(f) If Rodriguez has personal knowledge of a violation of the NCAA Rules by an assistant football coach, football staff member, student athlete who is a member of the Team, or other representative of the University's athletic interests and fails to promptly report it to the Athletic Director pursuant to Section 2.04.

4.03 If the University terminates Rodriguez' employment for cause as specified in Section 4.02, it shall be without liability to Rodriguez, or any other penalty. Specifically:

(a) All obligations of the University to make further payments and/or to provide any other consideration (including contributions to the Additional Retirement Plans), under this Agreement or otherwise, except to the extent already vested shall cease as of the end of the month in which such termination occurs. In no case shall the University be liable to Rodriguez for the loss of any Base Salary, Additional Compensation, collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, television or radio shows, apparel or shoe contracts, consulting relationships or from any other sources that may ensue as a result of the University's termination for cause of Rodriguez' employment under this Agreement.

(b) All obligations of Rodriguez under this Agreement or otherwise associated with his employment by the University shall cease as of the effective date of such termination.

4.04 Termination by Rodriguez:

(a) Rodriguez recognizes that his promise to work as Head Coach for the University for the entire Contract Period is the essence of this Agreement to the University. Rodriguez also recognizes that the University is making a highly valuable investment in his

continued employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University prior to the expiration of the Contract Period. The parties agree that Rodriguez may, nevertheless, terminate his employment under this Agreement prior to the expiration of the Contract Period (on December 31, 2013) by giving the University thirty (30) days' advance written notice of the termination of his employment, and under the circumstances set forth below.

If Rodriguez terminates his employment prior to the end of the Contract Period to become a coach at another NCAA institution or at the professional level within twelve (12) months of the effective date of the termination of his employment from the University, then Rodriguez will be obligated to pay the University the amounts prescribed below, as repayment for compensation, benefits, and other perquisites paid to or accrued by Rodriguez under this Agreement in anticipation by the University of Rodriguez serving as Head Coach for the entire Contract Period:

If the Effective Date of Rodriguez' Termination of Employment Occurs During	**Rodriguez is Obligated to Pay the University**
Contract Year One	$4,000,000
Contract Year Two	$4,000,000
Contract Year Three	$4,000,000
Contract Year Four	$2,500,000
Contract Year Five	$2,000,000
Contract Year Six	$1,500,000, but in no case will the amount be greater than the amount of compensation remaining on the Agreement.

Payment will be made within sixty (60) days of the termination of Rodriguez's employment. Acceptance by the University of this amount will constitute full settlement of any claim that the University might otherwise assert against Rodriguez.

Except for the obligation to pay to the University the amount set forth in this Section 4.04(a), all obligations of Rodriguez to the University shall cease as of the effective date of such termination. In no case shall Rodriguez be liable for any other damages or claims of the University, including but not limited to lost revenue, expenses related to the hiring of a replacement Head Coach, or any other damages or claims.

(b) If Rodriguez terminates his employment under this Agreement prior to the expiration of the Contract Period, his compensation and benefits, to the extent not already accrued or vested, shall cease immediately upon the effective date of such termination.

(c) This Agreement will terminate automatically upon the death of Rodriguez.

(d) Should Rodriguez voluntarily terminate this Agreement because of conditions beyond his reasonable control, such as accident, illness, or physical or mental

disability, Rodriguez shall not be obligated to repay compensation to the University under the provisions of Section 4.04(a).

Article V
FOOTBALL STAFF

5.01 The Men's Football Program will be provided with a salary fund of $1,950,000 to be reserved exclusively for the nine assistant coaches and the head football strength and conditioning coach ("S&C coach"), with such annual increases in such fund as are commensurate with other salary increases throughout the Athletic Department, or as Rodriguez and University may otherwise agree. The amounts paid will be determined by Rodriguez, subject to the approval of the Athletic Director. No amount of this salary fund is available for or allowed to be paid to Rodriguez.

5.02 The Assistant Head Coach, Offensive Coordinator and Defensive Coordinator will be offered one (1) year employment agreements, with terms beginning on June 1 and ending on the succeeding May 31. (Other terms of such agreements to be determined.)

5.03 The University will pay moving expenses for the newly hired assistant coaches and the S&C coach in accordance with the Standard Practice Guide.

5.04 The University will pay actually incurred reasonable temporary housing expenses for the necessary period of time, not to exceed ninety (90) days, for the newly hired assistant coaches and S&C coach to assist in their transition to the University.

5.05 Ticket Usage. During the Term of this Agreement, each assistant coach and the S&C coach will be entitled to use of tickets for University athletic events in accordance with Athletic Department policy then in effect.

Article VI
CAMP

6.01 Rodriguez may operate a summer football camp ("Camp") at University facilities, and shall be entitled to the net profits from operation of the Camp after the payment of all expenses. The University acknowledges that the Camp will include (but is not limited to) the following Camp programs: High School Camp; Youth Camp; Team Camp; Kicking Camp; and "7 on 7" Camp. The Camp must be operated in accordance with the best Michigan practices, appropriate financial controls, and the rules, guidelines, policies, and procedures of the Athletic Department, University, Big Ten and NCAA. Rodriguez is responsible to pay (or reimburse) the University for the use of all University facilities, University staff time, and other expenses incurred in operating the Camp. Within sixty (60) days of the closing of the Camp, Rodriguez will provide to the University a full financial accounting of the Camp, including a statement of income and expenses, an accounting of the distribution to University employees and third parties, and payment (or reimbursement) in full for use of the facilities. Rodriguez agrees that he has the right to operate this Camp only as long as he is the Head Coach and that the University will assume the right to operate the Camp upon the termination of Rodriguez's employment. Solely in connection with the operation of such Camp and consistent with the University's Guidelines for Proper Trademark Use, Rodriguez shall have permission to use the terms

"University of Michigan," "Wolverines," and all other University names, logos, trademarks, and designs, provided, however, that such permission shall not include permission to sell or distribute University or other merchandise except in accordance with this Agreement and University policy. The University will also help promote the camp programs through announcements utilizing University controlled media as may be requested from time to time by Camp representatives and with the approval of the Athletic Director or his designee.

Article VII
SCHEDULING GAMES

7.01 Rodriguez and Athletic Director shall have joint responsibility for game schedule. Final decisions will rest with the Athletic Director.

Article VIII
UNIVERSITY'S OBLIGATIONS

8.01 The University shall furnish to Rodriguez such facilities, equipment, support staff, and supplies as are reasonably necessary for Rodriguez to perform his duties as Head Coach. In addition, the University shall pay all reasonable travel and other expenses incurred by Rodriguez in the performance of his duties as Head Coach, subject to his submission of appropriate documentation in accordance with University's policies.

8.02 The University will provide written notice to Rodriguez prior to committing him to any product endorsement or promotional agreement involving Rodriguez or his image. Rodriguez is, and will remain, the sole and exclusive owner of his name and likeness and all proprietary and potential proprietary rights therein. Rodriguez hereby grants to University permission to use his name and likeness during the Term of this Agreement, which permission will expire upon termination of his employment, except for historical and archival uses in records and publications related to Rodriguez's performance of his duties under this Agreement.

Article IX
MISCELLANEOUS

9.01 This Agreement will be governed by and construed in accordance with the laws of State of Michigan.

9.02 Whenever possible, each provision of this Agreement will be interpreted in such manner as to be enforceable, valid, and legal under applicable law. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid or illegal in any respect under applicable law, such unenforceability, invalidity or illegality will not affect any other provision of this Agreement and this Agreement will be construed as if such unenforceable, invalid or illegal provision had never been contained in this Agreement.

9.03 This Agreement shall not be assigned by either party.

9.04 Wherever this Agreement requires the approval of the University, the Athletic Director, or Rodriguez, such approval shall not be unreasonably withheld or delayed.

9.05 This Agreement supersedes all prior agreements with respect to the subject matter hereof and constitutes the entire agreement between the parties hereto and may be modified only in a writing signed by the President of the University and Rodriguez.

Executed this 24th day of October, 2008.

For the REGENTS OF THE
UNIVERSITY OF MICHIGAN

By: Mary Sue Coleman, President

RICHARD RODRIGUEZ

Richard Rodriguez

For the ATHLETIC DEPARTMENT
UNIVERSITY OF MICHIGAN

By: William C. Martin, Athletic Director