

June 10, 2008

Mr. Darryl Cummings
Head Men's and Women's Tennis Coach
Old Dominion University

Dear Darryl:

This letter of agreement describes the terms of your employment with Old Dominion University for the period beginning June 10, 2008, and ending June 9, 2012.

You are hereby appointed to a professional faculty position as Head Men's and Women's Tennis Coach and Director of Tennis Activities at the University for a four-year period beginning June 10, 2008, and ending June 9, 2012. For the remaining years of the term of your employment as described herein, your annual salary will not be less than \$75,147.00*.

In the University's determination of your annual salary for these year(s), the success of the student-athletes, both in athletic competition and in academics, will be considered an important factor. The amount of any merit pay will be determined by the University on the basis of your performance under this agreement.

By June 9, 2010, the University will determine whether to extend the term of your employment as Head Men's and Women's Tennis Coach and Director of Tennis Activities with the University for a term beyond June 9, 2012.

If you die or become physically or mentally disabled to such an extent that you are unable to perform satisfactorily all of your duties, this Contract shall terminate forthwith and the University shall be relieved of all liabilities and/or obligations under this Contract following such termination, except that should you become disabled, you will continue to receive the then existing base salary for 180 days.

You are expected to assume responsibility for the academic credibility of student-athletes participating in the Men's and Women's Tennis programs. Such matters as class attendance, progress toward a degree and graduation rates will be reviewed. Moreover, the retention of student-athletes on tennis scholarships is considered an important part of your responsibility. Your adherence to University rules and policies; your positive interaction and relationship with the public; the conduct of your staff; your participation in on-going campus life and activities; are all of great importance to the University.

Your responsibilities will be those of Head Men's and Women's Tennis Coach and Director of Tennis Activities. Those responsibilities are more particularly described in the Job Description attached hereto as Exhibit I. The University considers the responsibility to comply with NCAA rules and regulations, listed as item 1 on Exhibit I, to be very important. A violation of these rules and regulations by you will be sufficient cause for the termination of your employment with the University. Similarly, a violation of these rules and regulations occurring with regard to the men's and women's tennis program during your service as head coach about which you were aware or should have been aware may also, under certain circumstances, be sufficient cause for the termination of your employment with the University. Parties to this contract have not attempted to identify every circumstance in which "good cause" may exist. By way of illustration such things as misconduct, fraud, dishonesty, or causing, allowing, authorizing, or being involved in conduct which violates significant federal and state law, or the provisions, legislation, rules, bylaws, policies, regulations of the NCAA or any athletic division or conference in which the University is a member may (or may not) under the circumstances then existing constitute cause. The athletic success of the men's and women's tennis program will not, in and of itself, constitute "good cause" for termination.

The parties understand that you may receive outside income from non-University sources. You are reminded that the NCAA requires you to report annually all athletically related income from sources outside the institution (including, but not limited to, income from annuities; sports camps; housing benefits; complimentary ticket sales; television and radio programs; and endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers) through the Director of Athletics to the institution's Chief Executive Officer. Any contract between you and another for goods or services, other than this contract, must be pre-approved by the Director of Athletics. Such approval shall not be unreasonably withheld. It would arguably be a conflict of interest for you to receive money from another source to do what the University is paying you to do.

As described in Exhibit I, you will be responsible for the presentation of at least one tennis camp and five tournaments at the University. As compensation for your presentation of these camps and tournaments, you will be paid fifty percent (50%) of the difference between gross revenue and costs ("overage") from the camps in addition to your annual salary. Your share of the overage from a week of camp will be paid to you within 60 days of the end of the camp week. The University will retain ten percent (10%) of the overage and (40%) will be applied to the men's and women's tennis discretionary funds. Costs incurred by the University in providing recreational facilities for the camps will not be deducted from camp revenues prior to the calculation of overage, but will be recovered from the University's share of the overage. Other costs incurred by the University in presenting the camps, e.g., printing and mailing brochures, advertising the camps, providing direct administrative assistance, and providing room and board for campers, will be deducted from camp revenues prior to the calculation of overage. Any additional camps operated off-campus must be approved by the Director of Athletics and administered by the Athletic Department.

You, or the University, may terminate this contract prior to the expiration of its term, without cause, by giving written notice to the other party. The party terminating this contract without cause shall be liable to the other party for the payment of damages in an amount equal to your annual salary for each full year, or a pro-rata portion thereof, remaining in the contract term. Such payments to be made on a bi-monthly basis over the unexpired term of the contract.

In the event of your premature termination of this contract, the "actual" damages suffered by the University are difficult to determine. Yet, the University should be compensated for its losses as nearly as possible. Being that both parties recognize that the University's damages are difficult to determine with exactness, the parties agree that the sum due the University, as determined by the formula above stated, is reasonable and not out of proportion to its actual losses. This sum will be in lieu of the University's losses for such things as, by way of illustration; costs associated with recruiting, scouting, loss of gate receipts, and the like.

Moreover, the parties, recognizing the complex nature of an NCAA Division I athletic program, agree that the stipulated amount of damages is intended to compensate the University for the losses that arise from an unscheduled transition in such athletic program.

The payment of liquidated damages, as provided above, is not intended as a penalty. In the case of the University prematurely terminating your contract, it is clear that what you would be losing would be the income promised in the contract over the term remaining. It is understood that this income will not be offset by income earned by you following termination by the University without cause, on the other hand, the University's loss is far more difficult to quantify. Thus, you and the University agree that the payments due the University by you, while not an accurate measure of the University's damages, are reasonable and appropriate compensation for the injury it would suffer by your premature termination of this contract. After consultation with counsel, you waive any defense to the validity of this liquidated damages provision on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

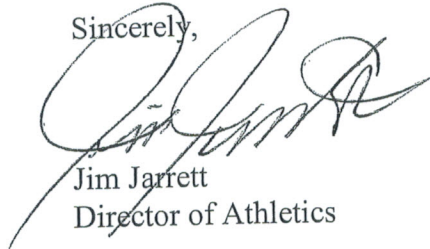
Except as otherwise provided herein, the policies and procedures, as described in the Old Dominion University Faculty Handbook and modified or amended by subsequent revisions thereof, are expressly incorporated in and made a part of the terms and conditions of this agreement. Excepting, however, that no policy or procedure relating to annual leave, faculty grievance procedure, notice of non-renewal of contract, or termination of employment (except for financial exigency, or curtailment or discontinuance of a program of study or department of instruction) shall be applicable to you. Your employment relationship shall be controlled only by this document, appropriate University policies not specifically excluded herein, State of Virginia Appropriations Act, and other applicable law and policy of the State of Virginia.

You are entitled to two (2) days of annual leave at the end of each calendar month of service. You may accumulate annual leave days during the academic year, but all annual leave days must be used prior to the 30th day of June of each year. Any accumulated, but unused, annual leave days not taken prior to June 30th may not be carried forward and shall be lost.

It is your responsibility to schedule the use of your accumulated annual leave during the current fiscal year.

Your acceptance of this proposal will be indicated by your signing the original of this letter in the space provided below and returning it to my attention. This proposal will be considered withdrawn if the signed original of this letter is not returned by August 15, 2008.

Sincerely,



Jim Jarrett
Director of Athletics

\$73,674. Annualized Salary for the period of 6/10/08-11/24/08.
*\$75,147 Annualized Salary for the period of 11/25/08-6/9/09.

I accept the above proposal:

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Signature /Date 8/15/2008