

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into this 16th day of June, 2014, between YOUNG AMERICANS FOR LIBERTY AT THE UNIVERSITY OF MICHIGAN, on behalf of all its members ("Plaintiff" or "YAL"), and MARY SUE COLEMAN, E. ROYSTER HARPER, SUSAN PILE, ALEX ABDUN-NABI, VICTORIA MARGOLIN, LAUREL RUZA, KEVIN ZIEGLER, SKYLAR PURSELL, MICHIGAN STUDENT ASSEMBLY OF THE UNIVERSITY OF MICHIGAN (a/k/a CENTRAL STUDENT GOVERNMENT); MARK J. BERNSTEIN, JULIA DONOVAN DARLOW, LAURENCE B. DEITCH, SHAUNA RYDER DIGGS, DENISE ILITCH, ANDREA FISCHER NEWMAN, ANDREW C. RICHNER, AND KATHERINE E. WHITE (THE BOARD OF REGENTS OF THE UNIVERSITY OF MICHIGAN), (collectively the "Defendants" or the "University of Michigan").

WHEREAS, Plaintiff filed a lawsuit in the United States District Court for the Eastern District of Michigan, Case No. 5:13-cv-15193 (the "Litigation"), seeking declaratory and injunctive relief and damages in relation to the University of Michigan's denial of funding for a student program; and

WHEREAS, Plaintiff and Defendants (the "Parties") desire to resolve all issues raised or that could have been raised in the Litigation and now desire to set forth the terms of such settlement in writing.

THEREFORE, based on the promises and covenants set forth below, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Compromise of Disputed Claims. This Agreement is in compromise of disputed claims. No covenant is to be construed as an admission of liability on the part of any Party. Defendants deny any liability for such claims.

2. Release. In consideration of the actions set forth in Paragraph 3 of this Agreement, Plaintiff and its affiliates, officers, members, successors, and assigns, hereby release, remise and forever discharge Defendants, including former, present, and future Regents, officers, faculty, employees, students, agents, insurers, sureties, attorneys, successors, and assigns, from any and all manner of actions and causes of action, suits, judgments, debts, claims, demands, accountings, attorneys' fees,

grievances, contracts, obligations, and rights whatsoever, in law or in equity, now existing or that may hereafter accrue by reason of any existing facts, known or unknown, foreseen or unforeseen, based on the facts and circumstances described in Plaintiff's Verified Complaint, including, but not limited to, any and all claims asserted or that could have been asserted in the Litigation based on the facts and circumstances described in Plaintiff's Verified Complaint.

3. Consideration. In consideration of this Agreement, the University of Michigan will issue two checks, one in the amount of: (a) Nine Thousand Dollars (\$9,000.00) payable to the "Alliance Defending Freedom" ("ADF") in payment of agreed attorneys' fees and costs; and the other for (b) Five Thousand Dollars (\$5,000.00) payable to the "Young Americans for Liberty at the University of Michigan." The University of Michigan will issue these payments within twenty-one (21) days upon the execution by Plaintiff of this Agreement. The payment to ADF forever and completely settles all claims for Plaintiff's attorneys' fees and costs arising from claims that Plaintiff raised or could have raised in the Litigation based on the facts and circumstances described in Plaintiff's Verified Complaint. A form 1099 will be issued to ADF and to YAL reflecting each respective payment.

4. Covenant Not To Sue. In further consideration of the actions described in Paragraph 3 and other promises made in this Agreement, the Parties covenant and agree that they will not sue or proceed in any manner, whether at law or in equity, against each other, for or on account of any claim of any nature whatsoever based on the facts and circumstances described in Plaintiff's Verified Complaint, including, but not limited to, any claims for injuries or compensatory, exemplary, statutory, or punitive damages arising out of or relating in any way to the events described in the Litigation, including any and all claims for costs, disbursements, and attorneys' fees incurred in connection with the Litigation. The Parties agree that this Agreement may be pleaded as a full and complete defense to, and be used as a basis for, an injunction against any action, suit, or other proceeding that may be filed, prosecuted, or attempted by the Parties, their representatives, heirs, legal representatives, or assigns in breach hereof.

5. Dismissal With Prejudice. Within twenty one (21) days after the execution of this Agreement and the receipt by Plaintiff and its attorneys of the sums specified in Paragraph 3, above, whichever date is later, the Plaintiff shall execute and file a notice of dismissal with prejudice, and without costs or attorneys' fees to any party, to dismiss the Litigation filed by Plaintiff in the United States District Court of the Eastern District of Michigan.

6. Severability. Should any part of this Agreement be declared or be determined by any court to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, invalid, or unenforceable part, term, or provision shall not be part of this Agreement.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan and any applicable federal law.

8. Entire Agreement And Successors In Interest. This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein, supersedes all prior or contemporaneous agreements, whether written or oral, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

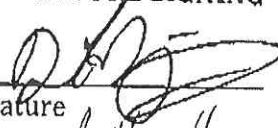
9. Authority To Execute. Each party represents that each person executing this Agreement on its behalf has been authorized to sign on behalf of the respective party and any individuals who are members, affiliates, or agents of the respective party and to bind it and them to the term of this Agreement.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and shall become a binding agreement when each party shall have executed one counterpart and delivered it to all other Parties.

11. Consultation With Counsel. The Parties acknowledge to each other that each of them has read the full contents of this Agreement, has consulted with counsel regarding the terms contained herein, understands that this Agreement constitutes a contract, and enters into this Agreement voluntarily.


THIS IS A RELEASE

READ BEFORE SIGNING


Signature

Derek McGill
Print Name

For Young Americans for Liberty
at the University of Michigan


Signature

Timothy G. Lynch, Vice President and
General Counsel
For the Board of Regents of the
University of Michigan and on behalf of its
members individually

Mary Sue Coleman
President of the University of Michigan

E. Royster Harper
Vice President for Student Life

Susan Pile, individually and as
Director of the Michigan Union and
Center for Campus Involvement

Signature

Print Name

For the Michigan Student Assembly
(a/k/a Central Student Government)

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Student Organization Funding Committee

Victoria Margolin, individually and
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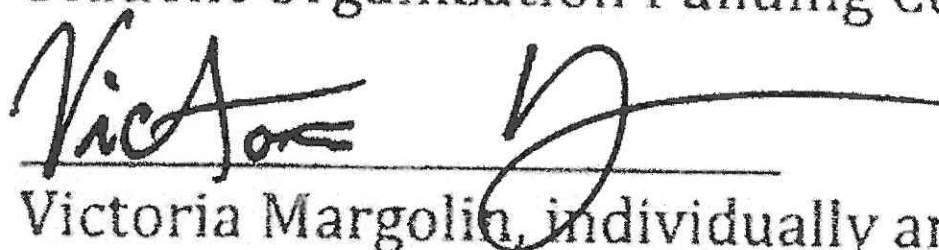
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Kevin Ziegler, individually and
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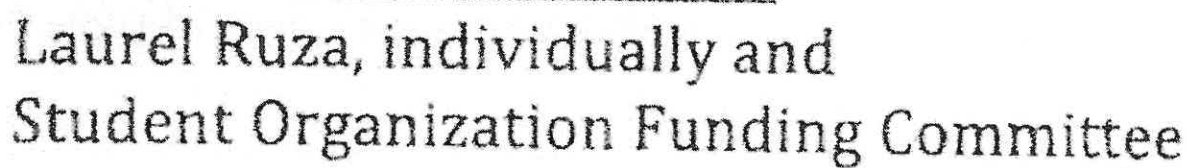
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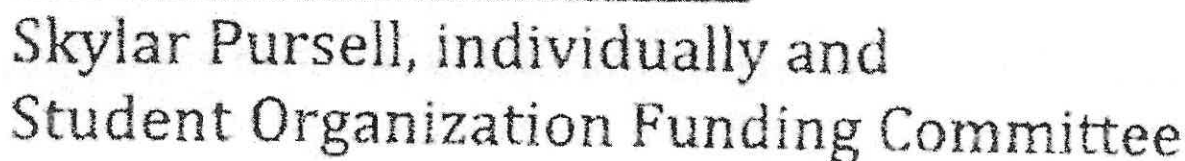
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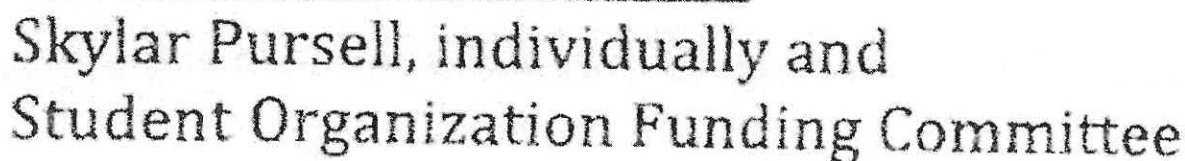
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