E.A. DIDDLE ARENA PROJECT

WKU Board of Regents
August 17, 2001

*August 1, 2001 documents under review by all University and State officials
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**Management Agreement Summary**

**Narrative Summary:** E.A. Diddle Arena was completed in 1963 as a single-use (basketball) arena with academic and office space. The building has not been renovated since it was originally opened. It is not air-conditioned and has a substantial need for deferred maintenance expenditures. WKU has developed a plan for renovating Diddle Arena *without* the need for any general fund expenditures, *reserving these funds for its academic requirements*. WKU will convey E.A. Diddle Arena and other associated properties to the City of Bowling Green, the City will concurrently issue $32.5 million of *general obligation bonds* for the renovation of Diddle Arena. Diddle Arena will be renovated based upon specifications developed *exclusively* by WKU, converting Diddle Arena to a modern multi-purpose arena venue for not only WKU students, faculty, and staff, but also for the public throughout its entire region. WKU will collect revenues, as agent for the City, from the properties being conveyed, from those revenues the City will make debt service payments and will turn back over to WKU annually all revenues not used for debt service. WKU will not have a direct or indirect liability to the City in the event revenues do not meet debt service requirements. WKU, through the management agreement, retains total control over all of the real estate being conveyed and has an option to repurchase the property at any time.

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<td><strong>Insurance:</strong> City will procure and maintain insurance on the Property, with the costs being treated as additional debt service. Insurance coverage limits will be at least $20,000,000 for general liability and at least $10,000,000 for liquor liability. All policies will name WKU as additional insured. Casualty coverage is at $50,000,000.</td>
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<td><strong>Property:</strong> Legal description is attached; see plat for a graphic depiction of the property.</td>
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MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT ("Agreement") is entered into on the ____ day of __________, 2001, by and between WESTERN KENTUCKY UNIVERSITY (the "Manager" also referred to as "WKU" in this Agreement), acting by and through its Board of Regents; and the CITY OF BOWLING GREEN, KENTUCKY ("City") acting by and through its Board of Commissioners.

WITNESSETH:

WHEREAS, WKU has conveyed certain real property to City. Located on the real property are certain educational and athletic facilities (the "Property"); and,

WHEREAS, City has agreed to issue and sell its General Obligation Bonds, Series 2001 (the "Bonds") up to Thirty-Two Million Five Hundred Thousand Dollars ($32,500,000) to finance the renovation of E.A. Diddle Arena (the "Arena") and other facilities, which are located on the Property.

WHEREAS, the Property shall continue to be operated for the educational and athletic activities of the students, faculty and staff of WKU, and the general public, under the terms and provisions of this Agreement; and

WHEREAS, City desires to enter into this Agreement with WKU to manage the Property for the educational and athletic activities of the students, faculty and staff of WKU and for the general public, all under the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits to be derived by the parties hereto, WKU and City agree as follows:
1. **Property.** The management services contemplated by this Agreement shall apply to the Property that shall include any and all facilities or improvements now existing or to be constructed or located on the Property. “Property” shall also include all furniture, fixtures and equipment located on such real property or used in the operation or maintenance of the Property, whether now existing or which may be acquired at any time during the term of this Agreement. The Property is more specifically described in EXHIBIT —, which is attached to this Agreement and incorporated herein by reference.

2. **Renovations.** City shall renovate the Arena consistent with the plans and specifications submitted to and approved by WKU in its sole and absolute discretion, and subject to the amount of Bonds sold by City in its sole and absolute discretion. In order to facilitate the efficient operation and use of the Arena during the phases of renovation, the timetable for the various renovation phases shall be determined by WKU in its sole and absolute discretion. The costs for all such renovations, including but not limited to, surveying fees, legal fees, architectural fees, engineering, contractors’ costs, design costs, replacement of fixtures, furniture and equipment, and the costs for the temporary use of alternate facilities shall be paid with the proceeds of the Bonds and any other funds made available for such purpose. All renovations made under the provisions of this Agreement shall comply with all applicable federal, state and local laws and regulations and shall adhere to WKU’s master plan.

3. **Model Procurement Code.** City shall adhere to the provisions of the Kentucky Model Procurement Code, KRS 45A.345 through KRS 45A.460, including all of its procurement policies, procedures and practices, on any and all projects undertaken under the provisions of this Agreement.
4. **Prevailing Wage.** The parties agree that all services performed relative to the
construction contemplated in this Agreement shall be subject to the applicable provisions of the
Kentucky prevailing wage law, KRS 337.505 through 337.550.

5. **Additional Construction or Renovation.** If WKU determines the need for
construction or renovation of educational and athletic facilities located or to be located on the
Property, in addition to the renovation contemplated in this Agreement, it shall notify City in
writing of such need. City shall, it is sole and absolute discretion, determine whether it will
agree to undertake or finance such construction or renovation. If additional construction is
undertaken by City in accordance with this section, such construction or renovation shall be
governed by the terms and provisions of this Agreement. In the event City does not agree to
undertake such construction or renovation, WKU may undertake such construction.

6. **Option to Purchase.** At all times during the term of this Agreement, WKU shall
have the exclusive option to purchase from City all or a portion of the Property, as well as any
additional or replacement facilities acquired after the execution of this Agreement by City. The
purchase price shall be an amount equal to the fair market value of the Property, provided,
however, that the purchase price shall not be less than the proportionate amount of the current
outstanding Bonds of City attributable to that portion of the Property, as improved, to be
purchased. Should WKU desire to exercise its option to purchase any of the Property under this
section, it shall notify City in writing in the manner hereinafter provided in this Agreement. A
closing of the conveyance shall occur within 120 days of the date of the notice. City shall call or
defease that portion of the debt paid under the provisions of this Section.

7. **Encumbrance of the Property.** Without the prior written consent of the other,
neither WKU nor City shall directly or indirectly create, incur, assume or suffer to exist any
mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property. In the event that a lien for labor, material, or supplies furnished for the public improvement is filed relating to the Property, or any part thereof, for or under the authority of WKU or City or anyone claiming by, through or under WKU or City, WKU or City, whichever is responsible for such lien, shall discharge or cause to be discharged the same of record promptly after the date of filing. Any encumbrance or conveyance shall:

A. Be subject to the right of WKU to purchase all or any portion of the Property as provided in this Agreement;

B. Provide that in the event of a default on the Bonds or any other indebtedness encumbering the Property, WKU shall be permitted to cure such default, in its sole and absolute discretion; and

C. Provide that any successor in title to the Property, or any portion thereof, shall be subject to terms and provisions of this Agreement.

8. **Commencement and Term.** The initial term of this Agreement shall commence on the date of conveyance of the Property by WKU to City and shall end on the date all outstanding Bonds or indebtedness of City relative to the construction and renovation contemplated in this Agreement shall have been paid off or defeased, unless sooner terminated as herein provided.

9. **Renewals.** At the end of the initial term, this Agreement may be renewed by mutual negotiation of the parties.

10. **Revenues.** All revenues of any and every kind generated from the operations of the Property shall be the property of City to be collected by WKU as agent for City, including, but not limited to, event ticket sales, ticket surcharges, event parking facilities rental income, charges for event setup or tear down, concession income, pouring rights and naming rights (collectively...
“Revenue”). “Event parking” revenue, as the term is used in this Section, shall include all parking revenues generated in connection with athletic and other events held on the Property and shall not include parking fees paid by WKU students for campus parking privileges. From the Revenue, City shall retain the amount necessary to pay its annual debt service for the retirement of Bonds or other indebtedness encumbering the Property, together with such other amounts as are deemed additional debt service under the provisions of this Agreement. The annual debt service payments shall be paid in such increments and on such dates as City shall require. All Revenues not required for annual debt service, including those amounts deemed additional service, shall be paid over to WKU. In the event that annual Revenue is not sufficient to meet the subject debt service payments, City shall retain, from the succeeding years’ Revenue, such amounts as are necessary to satisfy the prior years’ arrearages, including any penalties, interest or other costs directly incurred by City as a result of the deficiency. WKU shall not be liable for any deficiency in debt service amounts that cannot be satisfied from Revenue from operations of the Property, as described in this Section.

“Event parking” revenue, as the term is used in this Section, shall include all parking revenues generated in connection with athletic and other events held on the Property and shall not include parking fees paid by WKU students for campus parking privileges.

11. Best Efforts for Revenue. Subject to the needs of WKU, WKU shall use its best efforts to maximize the Revenue generated by the Property so as to assure that City may satisfy the annual debt service payments. Events shall be scheduled on the Property by WKU, including any agents engaged by WKU to schedule events on the Property, in order to carry out the intent of this section.
12. Records. Upon written request, City and WKU shall provide to each other or to any
competent authority of the Commonwealth of Kentucky, including without limitation, the
Finance and Administration Cabinet, Legislative Research Commission, or Auditor of Public
Accounts, access to any financial or operating records maintained by or on behalf of the City or
WKU relating to the Property. The applicable entity reviewing City or WKU records under this
Section shall maintain the confidentiality of any information provided if such records are not
subject to disclosure under applicable open records law. The requesting party shall execute a
confidentiality agreement prior to receipt of such information.

13. General Management Duties. WKU shall provide continuous real property
management services for the Property, to the extent, for the period, and on the terms herein
provided and, in doing so, WKU shall have the exclusive duty and obligation to manage the
Property as academic and athletic facilities for the benefit of the students, faculty and staff of
WKU and for the general public, and shall perform services incidental thereto.

14. Annual Budget for Operation of Property. WKU shall prepare and submit to City
on or before May 1 of each year, a recommended budget for the twelve (12)-month period
commencing on the following July 1, showing all anticipated receipts and expenditures and
maintenance projections for the Property. In conjunction with preparing said budget, WKU shall
establish proposed Revenues for the following fiscal year, which shall be not less than is
necessary to generate the minimum amount required by City to meet its annual debt service
obligation relative to the property. WKU shall not be liable for any deficiency in debt service
amounts that cannot be satisfied from Revenue from operations of the Property.

15. Repairs, Maintenance and Replacements. The Property shall be repaired,
maintained or replaced in the following manner:
A. Maintenance. WKU shall maintain the Property in good repair and condition and in conformity with all federal, state and local requirements and shall make or cause to be made routine repairs and maintenance. The cost of such routine repairs and maintenance shall be paid from those Revenues returned to WKU after annual debt service payments by City.

B. Repairs. WKU shall use its best efforts to cause the Property to be maintained in good repair, including but not limited to, cleaning, painting, decorating, plumbing, carpentry, heating, ventilation, air-conditioning, grounds care, and such other maintenance and repair work as may be necessary. In making any repairs, all work done by WKU, or on its behalf, shall be of appropriate quality in both materials and workmanship. All repairs will be made in conformity with all applicable governmental requirements.

C. Failure to Repair. In the event that WKU refuses or neglects to make any repairs required by this Agreement, or if City is required to make any repairs necessitated by the negligent acts or omissions of WKU, its employees, agents, servants, or licensees, City shall have the right but shall not be obligated, to make such repairs on behalf of or for the account of WKU. In such case, City shall provide prior written notice to WKU, providing at least thirty (30) days in which WKU may have such repairs performed, or if the repairs are of a nature which will take longer than thirty (30) days to perform, such longer period of time as is reasonable under the circumstances. Should City make such repairs, such work shall be paid for by WKU upon receipt of a statement therefore in the amount of City’s costs plus a reasonable amount for overhead as shall be determined from time to time by City. Any amounts owing under this Section by WKU to City shall
be treated as additional debt service and shall be paid in accordance with the debt service payment provisions of this Agreement. Nothing contained in this Agreement shall prevent City from determining that the failure of WKU to comply with the maintenance and repair provision of this Agreement shall constitute a material breach of this Agreement permitting the City to terminate this Agreement as herein provided. Any amount unpaid under this Section shall accrue interest annually at the then existing New York Prime Rate as quoted in the *Wall Street Journal* plus five percent (5%) from the date incurred.

D. Alterations. WKU may make alterations, improvements, additions or replacements in or to the Property without the approval of City so long as such alterations, additions or improvements do no adversely affect or impair the value of the Property and comply with all applicable statutes, ordinances, regulations and insurance policy restrictions. All alterations, improvements, additions or replacements to the Property shall be the property of the City.

16. Insurance. Insurance on the Property shall be provided under the following terms and conditions:

A. Coverage. City shall, during the term of the Agreement, procure and maintain the insurance hereinafter set forth with insurance companies acceptable to WKU and licensed or authorized to do business in the Commonwealth of Kentucky. The costs of such insurance shall be treated as a part of the annual debt service payments under the provisions of this Agreement.

B. Workers' Compensation. WKU shall maintain statutory workers' compensation insurance coverage for all employees working on the Property, to the
extent required under Kentucky law for state university employees. Such insurance shall be purchased by WKU at its sole cost and expense.

C. General Liability. City shall maintain comprehensive general liability insurance, including but not limited to coverage for the Property operations, products and completed operations, personal injury, broad-form property damage, and bailee liability, for which the limits of each of the foregoing coverage parts is to be not less than Twenty Million Dollars ($20,000,000) for bodily injury and property damage liability.

D. Fixed Assets. City shall maintain insurance to cover WKU’s responsibility herein to City's Property and in WKU’s care, custody, and control, including fixed asset supplies and inventories.

E. Liquor Liability. WKU shall require any vendor dispensing alcoholic beverages on the Property to obtain Liquor Liability Insurance naming City and WKU as additional insured with single limit coverage for personal and bodily injury and property damage of not less than Ten Million Dollars ($10,000,000) for each occurrence.

F. Casualty. City shall maintain casualty insurance coverage, including but not limited to coverage for fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard coverage and vandalism and malicious mischief endorsements and business interruption insurance coverage covering such periods, for the Property and contents thereof for full replacement value in an aggregate amount of not less than Fifty Million Dollars ($50,000,000).
G. Other Insurance. The parties to this Agreement may agree to such other insurance policies as are necessary for protection against claims, liabilities and losses connected with the Property.

H. Blanket Policies. City may obtain all insurance described hereinabove by endorsement or equivalent means under blanket insurance policies purchased by City, provided that such blanket policies fulfill the requirements specified herein. All blanket insurance policies shall be in form and substance, with deductible limits and self-insured retention, which are consistent with those generally accepted by City in its governmental capacities.

I. Additional Insured. All insurance provided under this paragraph shall name WKU as an additional insured. The party procuring such insurance shall deliver to the other party policies or certified copies, signed by an authorized representative of the insurer, or in the case of blanket policies, certified abstract policies with respect to all policies as procured, including existing, additional and renewal policies and, in the case of insurance shortly due to expire, shall deliver evidence of renewal in binder form with respect to the renewal policies not less than forty-five (45) days prior to the respective dates of expiration, and thereafter shall deliver policies, as aforesaid, or as the case may be, within sixty (60) days succeeding the expiration dates.

J. Cancellation. All policies of insurance provided for under this Agreement shall, to the extent obtainable, have attached thereto an endorsement that such policy shall not be cancelled or materially changed without at least sixty (60) days' prior written notice to City, WKU and any other additional insured.
K. Claims. WKU and City shall cooperate in a prompt manner in connection with the making of any claims and the collection of any insurance money that may be due and shall execute and deliver such proofs of loss and other instruments that may be required for the purpose of obtaining the recovery of any such insurance monies.

L. Failure to Maintain Insurance. If City or WKU fails to obtain and maintain the insurance required pursuant to this Agreement, or if any insurer cancels or modifies such insurance without the consent of City or WKU, the adversely affected party may, but without any obligation to do so, procure similar insurance coverage and the party responsible for purchasing such insurance shall reimburse the other for any premiums paid by City or WKU, as applicable, within ten (10) days of demand therefore. Any amounts unpaid shall accrue interest annually at the New York Prime Rate as quoted in the Wall Street Journal plus five percent (5%) from the day incurred.

17. Contracts for Utilities, Services, Repairs. WKU shall contract and pay on its own behalf for all services and utilities for the efficient operation and maintenance of the Property, including, but not limited to, water, electricity, gas, fuel, telephone, garbage, trash and rubbish removal, cable communications, window cleaning, and lawn and landscape maintenance.

18. Accounting System. WKU and City shall keep accurate and complete records in accordance with generally accepted accounting standards and procedures promulgated by the Government Accounting Standards Board, showing income and expenditures and debt service in connection with the operation and maintenance of the Property.

19. Financial Statements, Reports, and Remittances. WKU shall render to City unaudited financial statements reflecting operations and management of the Property no later than forty-five (45) days after the end of each quarter. Such financial statements shall include a
20. **Personnel.** WKU shall hire, negotiate with, supervise, and discharge all personnel required in the operation and management of the Property. All such individuals shall be employees, agents or independent contractors of WKU and not of City. WKU shall have the exclusive right to hire and manage the personnel on the basis of budgets and job standards approved by WKU. All salaries, taxes, employee insurance, and other benefits and expenses related to said personnel shall be paid by WKU. WKU shall be solely responsible for all costs associated with said personnel.

21. **Facilities Usage Policies.** WKU, in its sole and absolute discretion, shall be responsible for establishing and enforcing all policies relating to the use of the Property, including, but not limited to, policies relating to public access, alcohol consumption and sales, drugs, smoking, weapons, etc. All such policies established by WKU shall comply in all respects with all applicable laws and regulations.

22. **Police and Protection Services.** WKU shall provide, or otherwise arrange for the provision of, police services and other security services as are reasonable and necessary for the Property. Such services may, in the sole discretion of WKU, be provided exclusively by WKU, or exclusively by third parties contracted with by WKU, or by WKU in conjunction with third parties. Notwithstanding any arrangements for the provision of police services and other security to the Property, WKU shall bear exclusive responsibility for the providing of same, to a level, at the minimum sufficient to satisfy all Federal, State and local laws and regulations, as they pertain to the providing of police services and other security for the Property, as if the Property were academic or athletic related facilities owned by the Commonwealth of Kentucky.
23. **Fee Collection Enforcement.** WKU shall, in the event an occupant or user of the Property is delinquent in all or a portion of their rental or usage fees or other payments due with respect to the Property to include, but not limited to, compensation for damage or destruction to any portion of the Property, employ any and all available means to enforce collection.

24. **Inspection of Property.** City may inspect the Property to determine any dangers or hazards associated with the Property, and to determine the condition of the Property with respect to its operation and maintenance. WKU shall take reasonable steps to correct any dangerous conditions or hazards disclosed, and shall consult with City as to the establishment of any programs for required remodeling or preventive maintenance that WKU or City considers necessary.

25. **Hazardous Material.**

A. As used herein, the term "Hazardous Material" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 USC 6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder; or (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act (42 USC 9601 *et seq.*) and regulations promulgated thereunder; or (c) any "hazardous chemical substance or mixture" described in the Toxic Substances Control Act (15 USC 2601, *et seq.*); or (d) any substance that is or becomes regulated by any federal, state or local governmental authority as a hazardous waste or hazardous substance; any of which is brought upon, kept or stored upon the Property by WKU.

B. WKU shall not cause or permit any Hazardous Material to be brought upon, kept or used, in or about the Property by its agents, employees, contractors or invitees,
except for such Hazardous Material as is used or consumed in WKU's operation and
maintenance of the Property.

C. Any Hazardous Material permitted on the Property by WKU as provided
herein and all containers thereof, shall be used, kept, stored and disposed of in material
compliance with all federal, state and local laws and regulations applicable to such
Hazardous Material.

D. WKU shall be fully liable for all costs and expenses related to the use,
generation, transport, handling, storage, disposal and cleanup or detoxification of
Hazardous Material on the Property by WKU or its employees or agents, including
without limitation all damages to City arising from the activities. WKU shall promptly
give notice to City of any violation of the provisions of this Section or of any citation or
written notice received by WKU from any federal, state or local governmental authority.

During the term of this Agreement, WKU shall defend, indemnify and hold harmless City
and its agents, from and against any claims, demands, penalties, fines, liabilities,
settlements, damages, costs or expenses (including, without limitation, attorney's fees,
court costs and litigation expenses) of whatever kind or nature, arising out of or in any
way related to (i) WKU's use, disposal, transport, release, or threatened release of any
such Hazardous Material that is on, from or affecting the soil, water, vegetation,
buildings, personal property, persons, animals or otherwise which Hazardous Material
was not present on the Property prior to the term of this Agreement; (ii) any personal
injury (including wrongful death) or property damage (real or personal) arising out of or
related to WKU's use, disposal, transport, release, or threatened release of Hazardous
Material not present on the Property prior to the term of this Agreement; (iii) any lawsuit
brought or threatened, or government order relating to that Hazardous Material not present on the Property prior to the term of this Agreement; or (iv) WKU's violation of any laws applicable thereto.

E. If WKU receives any written notice of any complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions, or any other environmental, health, or safety matter affecting the Property from any person or entity including without limitation the Kentucky Cabinet for Natural Resources and Environmental Protection or the United States Environmental Protection Agency, WKU shall give prompt notice thereof to City. WKU shall provide City a copy of any written environmental disclosure WKU voluntarily makes or is required to make to any local, state or federal governmental authority during the term of this Agreement.

F. WKU's and City's agreements relating to Hazardous Materials shall survive the termination of this Agreement.

26. **Accidents and Claims for Damage**. WKU shall promptly investigate and make a full written report as to all reported accidents, incidents or claims for damage or injury relating to the operation and maintenance of the Property, including any damage or destruction of the Property and the estimated cost of repair, and shall cooperate and timely make or file any and all reports required by any insurance company or law enforcement agency required in connection therewith.

27. **Default in Performance**. A default in performance by WKU for which this Agreement may be terminated shall include, but shall not necessarily be limited to, materially failing to satisfy this Agreement according to its terms, conditions or specifications, late payment or non-payment of bills for labor, materials, supplies, or equipment furnished in connection with
the contract or letters of indebtedness received from creditors; or failure to diligently perform the
work under this Agreement; provided, however, that in no event may this Agreement terminate
without prior written notice of any such default given in accordance with the provisions of this
Agreement providing at least thirty (30) days in which to cure such default or, if the default
cannot be cured within such thirty (30) day period, such longer period as may be reasonable
under the circumstances.

28. Remedies. Each party to this Agreement may, in that party's sole discretion, proceed
to exercise or enforce any right, power, privilege, remedy or interest that such party may have
under this Agreement or applicable law without notice, except as otherwise expressly provided
herein, without pursuing, exhausting or otherwise exercising or enforcing any other right, power,
privilege, remedy or interest that such party may have against or in respect of any other party or
any other person or entity, and without regard to any act or omission of such party, person or
other entity.

29. Independent Contractor Status. WKU shall have the status of an independent
contractor and shall have no authority, express or implied, to act as an agent of City for any
purposes other than set forth in this Agreement. This Agreement does not create a partnership or
joint venture between the parties.

30. Reciprocal Permit Agreement. Simultaneously with the execution of this
Agreement, each of the parties hereto shall enter into a Reciprocal Non-Exclusive Permit, which
is attached hereto as EXHIBIT _____, granting to the other a non-exclusive reciprocal permit for
the benefit of the parties, their agents, employees, customers, invitees, licensees, tenants,
successors, and assigns. Said permit shall grant each party full and unrestricted non-exclusive
rights to use all driveways, sidewalks, parking areas, and all utilities, including but not limited to,
water, sewer, steam, chilled water, telephone, cable television, internet, and all other communication facilities now existing or installed in the future on the entire property of each.

31. Compliance with Applicable Laws and Regulations. WKU and City each covenant and agree that they, and their respective agents and employees, will comply with all municipal, county, state, and federal laws, rules, regulations and ordinances applicable to the Property or the work to be performed under this Agreement and they shall obtain all necessary permits, and each shall pay all respective applicable license fees and taxes.

32. Third Party Rights. No entity or person other than a party hereto will have any right, remedy or claim under or by reason of this Agreement or otherwise be a third party beneficiary of any rights, remedies, claims or agreements hereunder.

33. Exhibits Incorporated by Reference. All exhibits which are referred to in this Agreement shall be considered incorporated into this Agreement as if copied in full.

34. Arbitration. City and WKU agree that all disputes and controversies of every kind and nature arising out of or in connection with this Agreement shall be submitted to arbitration, except in circumstances when it appears that the appropriate remedy is an injunction. The procedure governing such arbitration shall be as follows:

A. Either party may make demand on the other party for such arbitration by written notice to the other party. Such notice shall include the name and address of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy and the relief or award sought by the party demanding arbitration.

B. Within ten (10) business days after receipt of such notice, the party on whom demand for arbitration was served shall disclose the name and address of its arbitrator by written notice to the party demanding arbitration. If either party shall demand arbitration and
the other party fail to designate an arbitrator within said ten (10) business days after receipt of written notice therefore, then the arbitrator designated by the party demanding arbitration shall be the sole arbitrator of the dispute or controversy which is the subject of the demand and proceed independently in the manner authorized by this Section to resolve the dispute. If the party on whom demand for arbitration was made shall give notice of the name and address of its arbitrator to the party demanding arbitration within the ten (10) business days as required by this Section, the two (2) arbitrators so selected shall name a third arbitrator within ten (10) business days thereafter or, in lieu of such agreement on a third arbitrator by the two (2) arbitrators so appointed, a third arbitrator shall be appointed by the American Arbitration Association promptly after the expiration of said ten (10) business days.

C. The arbitration hearing shall be held upon not less than ten (10) business days notice to the parties given not later than fourteen (14) business days after all of the arbitrators have been appointed in accordance with this Section. The location of the arbitration hearing shall be at a place in Bowling Green, Kentucky selected by the sole arbitrator hereunder or by a majority of the arbitrators hereunder, as applicable. The arbitration rules and procedures of the American Arbitration Association shall govern the procedure of the hearing, and the laws and rules of evidence of the Commonwealth of Kentucky shall govern the presentation of evidence during and pursuant to the hearing.

D. The arbitration hearing shall be concluded within three (3) business days after the commencement of the hearing, unless otherwise ordered by the arbitrator(s). The decision or award, if determined or made by more than one (1) arbitrator, shall be determined by a majority of the arbitrators appointed pursuant to this Section. Written notice of the decision
of the arbitrator(s) and of any award shall be given by the arbitrator(s) to the parties within five (5) business days after the conclusion of the hearing.

E. Any decision or award rendered by the arbitrator or by a majority of the arbitrators, as applicable, appointed pursuant to this Section shall be final and binding on all parties to this Agreement who have been given proper notice of the proceeding pursuant to this Section. The failure of any party to this Agreement to participate in the arbitration hearing after receipt of such notice shall not invalidate or discharge such party from compliance with the award or decision of the arbitrator(s). Each of the parties to this Agreement shall abide by the decision of the arbitrator(s) and shall tender or comply with any award as directed by the arbitrator(s) promptly after notice thereof from the arbitrator(s). Failure of any party to abide by such decision or tender such award shall be a breach of this Agreement, entitling the other party to exercise all remedies or award of the arbitrator(s).

F. All notices required by this Section shall be deemed sufficient if given in accordance with the previsions of this Agreement. No breach of any other term or condition of this Agreement shall discharge the obligation of the parties hereunder to arbitrate any dispute or controversy arising out of this Agreement.

G. Nothing contained in this Section shall be deemed to give the arbitrator(s) hereunder any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement, or to impair the remedies available to the parties hereto.

35. **WKU Assignment of Contractual Obligations.** WKU may assign or contract with a third party for the performance of its obligations pursuant to this Agreement; provided, WKU
shall remain ultimately liable to City for all aspects for the performance of the terms and
conditions of this Agreement.

36. **City Assignment of Rights.** City may assign its rights and obligations under this
Agreement to any indenture trustee or other fiduciary for the Bonds as from time to time
designated by City; provided City shall remain primarily liable to WKU for all aspects for the
performance of the terms and conditions of this Agreement.

37. **Additional Debt.** In the event that additional bonds are issued by City with respect
to the Property, the calculations supporting the issuance of such bonds shall be provided to the
Office of Financial Management for review and acceptance, such review and acceptance not to
be unreasonably withheld.

38. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit
of, the respective successors and assigns of the parties hereto.

39. **Entire Agreement and Amendments.** This Agreement contains the entire
understanding of the parties hereto with respect to the subject matter contained herein and may
be amended only in accordance with the provisions of this Agreement. This Agreement cancels
and supersedes all prior agreements, if any, oral or written between the parties.

40. **Severability.** If any provision of this Agreement shall be invalid, such invalidity
shall not affect the other provisions hereof, and to this extent the provisions are intended to be
and shall be deemed severable.

41. **Governing Law.** This Agreement shall be construed in accordance with, and
governed by, the laws of the Commonwealth of Kentucky.

42. **Authority.** Each party to this Agreement has full power and authority to enter into
this Agreement and to carry out its obligations hereunder. Each party has previously adopted
resolutions or ordinances authorizing the transactions contemplated by this Agreement. Each party acknowledges that the execution and delivery of this Agreement does not conflict with or result in the breach of the terms of any agreement or instrument by which the party is bound, or conflicts with or results in the violation of any provision of law or regulation applicable to the party. Each party acknowledges that there is no litigation or proceeding pending or threatened against the party or any other person or entity effecting the right of such party to execute or deliver this Agreement or to comply with its obligations under this Agreement.

43. **Attorneys' Fees.** If any party hereto incurs any legal fees, whether or not an action (or arbitration proceeding) is instituted, to enforce or interpret the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing party shall be entitled to its reasonable attorneys' fees and other costs in addition to any other relief to which it or they may be entitled.

44. **Headings.** The headings of the sections of this Agreement are inserted solely for convenience of reference and are not part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

45. **Modifications.** Each and every modification to or amendment to this Agreement must be in writing and signed by the parties hereto, or their respective successors and assigns. Each and every waiver of and consent to any departure from and term or provision hereof (except as otherwise provided herein) must be in writing and signed by the party against whom enforcement of the waiver or consent is sought.

46. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
47. **Time is of the Essence.** Time is of the essence with respect to the obligations of the parties hereto.

48. **Survival of Representations.** Each and every representation, warranty, covenant and other agreements contained in this Agreement is absolute and, except as otherwise expressly provided, unconditional, will survive the execution and delivery of this Agreement and will continue in full force and effect after termination of this Agreement.

49. **No Presumption.** Since each party and its counsel have reviewed and negotiated the terms and provisions of this Agreement and have contributed to the drafting of this Agreement, the rule of construction to the effect that any ambiguities are resolved against the drafting party will not be employed in the interpretation of this Agreement. Its terms and provisions will be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

50. **Notices.** All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be mailed first class, registered or certified mail, postage prepaid, return receipt requested:

If to WKU:

Dr. Gary A. Ransdell, President
Western Kentucky University
One Big Red Way
Bowling Green, KY 42101

With Copies to:

Deborah Wilkins
General Counsel
Western Kentucky University
One Big Red Way
Bowling Green, KY 42101
If to City:

Mayor Sandy Jones
City Hall
1001 College Street
Bowling Green, KY 42101

With Copy to:

H. Eugene Harmon
Satterfield & Harmon
P. O. Box 9970
313 East 10th Avenue
Bowling Green, KY 42102-9970

or to such other address of which the addressee shall have notified the sender in writing. Said
notice or other communication shall be considered received on the date on which it is actually
delivered to the Property of the addressee, such date to be conclusively evidenced by the date of
the return receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed by their duly authorized representatives on the date set forth opposite their signatures
below.

WESTERN KENTUCKY UNIVERSITY

BY: ________________________________
TITLE: ______________________________

CITY OF BOWLING GREEN, KENTUCKY

BY: ________________________________
TITLE: ______________________________
COMMONWEALTH OF KENTUCKY )
COUNTY OF WARREN )

The foregoing instrument was acknowledged before me this _____ day of 
________________, 2001, by ____________________________, as 
_________________________ of Western Kentucky University, a state university 
created by and operating under the laws of the Commonwealth of Kentucky, on behalf of its 
Board of Regents.

My commission expires: ____________________________

________________________________________
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )
COUNTY OF WARREN )

The foregoing instrument was acknowledged before me this _____ day of 
________________, 2001, by ____________________________, as 
_________________________ of City of Bowling Green, Kentucky, on behalf of its 
Board of Commissioners.

My commission expires: ____________________________

________________________________________
NOTARY PUBLIC
### Western Kentucky University

**Projection of Athletic Revenues vs Expenses**

**Years - 2002/03 Thru 2011/12**

29-Jul-01

<table>
<thead>
<tr>
<th>$31,560,000 Debt</th>
</tr>
</thead>
<tbody>
<tr>
<td>$31,560,000 Debt</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Revenue Dedicated to Debt Service:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Men's Basketball Ticket Sales:</strong></td>
</tr>
<tr>
<td>350,000 - 402,500</td>
</tr>
<tr>
<td><strong>Women's Basketball Ticket Sales:</strong></td>
</tr>
<tr>
<td>70,000 - 77,000</td>
</tr>
<tr>
<td><strong>Football Tickets:</strong></td>
</tr>
<tr>
<td>120,000 - 132,000</td>
</tr>
<tr>
<td><strong>Football Game Guarantees:</strong></td>
</tr>
<tr>
<td>350,000 - 250,000</td>
</tr>
<tr>
<td><strong>Ticket Sales Surcharge Ticket Office:</strong></td>
</tr>
<tr>
<td>60,000 - 66,000</td>
</tr>
<tr>
<td><strong>Event Surcharge:</strong></td>
</tr>
<tr>
<td>60,000 - 66,000</td>
</tr>
<tr>
<td><strong>Athletic Parking Receipts:</strong></td>
</tr>
<tr>
<td>25,000 - 25,750</td>
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<tr>
<td><strong>Concessions:</strong></td>
</tr>
<tr>
<td>47,000 - 54,050</td>
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<tr>
<td><strong>Royalties:</strong></td>
</tr>
<tr>
<td>22,000 - 23,100</td>
</tr>
<tr>
<td><strong>Athletic Marketing:</strong></td>
</tr>
<tr>
<td>130,000 - 143,000</td>
</tr>
<tr>
<td><strong>Athletic Mkt-Pouring Rights:</strong></td>
</tr>
<tr>
<td>35,000 - 100,000</td>
</tr>
<tr>
<td><strong>Naming Rights:</strong></td>
</tr>
<tr>
<td>0 - 0</td>
</tr>
<tr>
<td><strong>Suite Rental Revenue:</strong></td>
</tr>
<tr>
<td>0 - 300,000</td>
</tr>
<tr>
<td><strong>Scheduled Events in Diddle:</strong></td>
</tr>
<tr>
<td>0 - 75,000</td>
</tr>
</tbody>
</table>

**Subtotal of Dedicated Revenue for Debt:**

1,269,000 - 1,964,400

2,023,060 - 2,063,254

2,135,045 - 2,183,496

2,202,674 - 2,305,649

2,364,494 - 2,415,284

2,473,098

<table>
<thead>
<tr>
<th><strong>All Other Athletic Revenue:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sunbelt Distribution:</strong></td>
</tr>
<tr>
<td>18,000 - 18,000</td>
</tr>
<tr>
<td><strong>NCAA - Disbursements:</strong></td>
</tr>
<tr>
<td>285,000 - 317,000</td>
</tr>
<tr>
<td><strong>All Other Sport Ticket Sales:</strong></td>
</tr>
<tr>
<td>11,200 - 12,320</td>
</tr>
<tr>
<td><strong>Contingency Reserve Allocation:</strong></td>
</tr>
</tbody>
</table>
| 600,000 - 0

<table>
<thead>
<tr>
<th><strong>Other Athletic Revenue:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Football Untrust:</strong></td>
</tr>
<tr>
<td>68,412 - 72,517</td>
</tr>
<tr>
<td><strong>Title IX Compliance:</strong></td>
</tr>
<tr>
<td>756,000 - 752,460</td>
</tr>
<tr>
<td><strong>HAF Contributions:</strong></td>
</tr>
<tr>
<td>350,000 - 815,000</td>
</tr>
<tr>
<td><strong>Student Athletic Fee:</strong></td>
</tr>
<tr>
<td>2,572,000 - 2,662,020</td>
</tr>
<tr>
<td><strong>University Funds:</strong></td>
</tr>
<tr>
<td>3,440,510 - 3,799,401</td>
</tr>
</tbody>
</table>

**Total Athletic Revenues:**

8,808,122 - 10,484,917

11,041,714 - 11,455,687

11,903,242 - 12,386,667

12,895,413 - 13,435,424

13,987,690 - 14,553,251

15,148,201

<table>
<thead>
<tr>
<th><strong>Total Athletic Department Before Annual Debt Service:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>8,808,122 - 8,296,034</td>
</tr>
<tr>
<td>8,622,591 - 8,692,160</td>
</tr>
<tr>
<td>9,290,936 - 9,633,785</td>
</tr>
<tr>
<td>9,991,396 - 10,364,492</td>
</tr>
<tr>
<td>10,753,839 - 11,160,242</td>
</tr>
<tr>
<td>11,584,549</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>HAF Expenses:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>412,000 - 422,300</td>
</tr>
<tr>
<td>432,858 - 443,879</td>
</tr>
<tr>
<td>454,771 - 466,140</td>
</tr>
<tr>
<td>477,794 - 489,739</td>
</tr>
<tr>
<td>501,982 - 514,532</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Annual Debt Service:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1,205,867 - 1,632,823</td>
</tr>
<tr>
<td>1,682,110 - 1,734,748</td>
</tr>
<tr>
<td>1,775,263 - 1,818,063</td>
</tr>
<tr>
<td>1,860,413 - 1,919,650</td>
</tr>
<tr>
<td>1,965,405 - 2,008,193</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>On $31,560,000:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility Cost:</td>
</tr>
<tr>
<td>300,000 - 312,000</td>
</tr>
<tr>
<td>324,480 - 337,459</td>
</tr>
<tr>
<td>350,958 - 364,996</td>
</tr>
<tr>
<td>379,590 - 394,780</td>
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<tr>
<td>410,571 - 426,904</td>
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<table>
<thead>
<tr>
<th><strong>Insurance Cost:</strong></th>
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<tbody>
<tr>
<td>50,000 - 52,000</td>
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<tr>
<td>54,080 - 56,243</td>
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<tr>
<td>58,493 - 60,833</td>
</tr>
<tr>
<td>63,269 - 65,797</td>
</tr>
<tr>
<td>68,428 - 71,166</td>
</tr>
</tbody>
</table>

**Total Required Athletic Expenses:**

10,265,901 - 10,650,433

11,041,714 - 11,455,687

11,863,066 - 12,273,270

12,702,327 - 13,145,560

13,623,704 - 14,106,628

14,605,433

**Net Surplus (Deficit):**

216,016 - 0

(0) - 40,177

113,397 - 193,086

289,864 - 363,986

446,623 - 542,768
## Western Kentucky University

### Projection of Athletic Revenues vs Expenses

**Years - 2012/13 thru 2021/22**

26-Jul-01

### $31,560,000 Debt

<table>
<thead>
<tr>
<th>Year</th>
<th>11</th>
<th>12</th>
<th>13</th>
<th>14</th>
<th>15</th>
<th>16</th>
<th>17</th>
<th>18</th>
<th>19</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012/13</td>
<td>590,069</td>
<td>607,772</td>
<td>626,005</td>
<td>644,785</td>
<td>664,128</td>
<td>684,062</td>
<td>704,574</td>
<td>725,711</td>
<td>747,482</td>
<td>769,907</td>
</tr>
<tr>
<td>2014/15</td>
<td>193,513</td>
<td>199,319</td>
<td>205,298</td>
<td>211,457</td>
<td>217,801</td>
<td>224,335</td>
<td>231,065</td>
<td>237,997</td>
<td>245,137</td>
<td>252,491</td>
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<tr>
<td>2015/16</td>
<td>300,000</td>
<td>300,000</td>
<td>300,000</td>
<td>300,000</td>
<td>325,000</td>
<td>325,000</td>
<td>325,000</td>
<td>350,000</td>
<td>350,000</td>
<td>350,000</td>
</tr>
<tr>
<td>2018/19</td>
<td>34,606</td>
<td>35,644</td>
<td>35,713</td>
<td>37,615</td>
<td>36,949</td>
<td>40,118</td>
<td>41,321</td>
<td>42,561</td>
<td>43,838</td>
<td>48,153</td>
</tr>
<tr>
<td>2019/20</td>
<td>58,042</td>
<td>52,444</td>
<td>97,066</td>
<td>101,019</td>
<td>107,015</td>
<td>112,366</td>
<td>117,664</td>
<td>123,864</td>
<td>130,076</td>
<td>136,582</td>
</tr>
<tr>
<td>2021/22</td>
<td>192,180</td>
<td>197,945</td>
<td>203,884</td>
<td>210,000</td>
<td>216,300</td>
<td>222,789</td>
<td>229,473</td>
<td>236,357</td>
<td>244,446</td>
<td>250,751</td>
</tr>
</tbody>
</table>

### Revenue Dedicated to Debt Service:

- **Men's Basketball Ticket Sales:**
  - 2012/13: $590,069
  - 2013/14: $607,772
  - 2014/15: $626,005
  - 2015/16: $644,785
  - 2016/17: $664,128
  - 2017/18: $684,062
  - 2018/19: $704,574
  - 2019/20: $725,711
  - 2020/21: $747,482
  - 2021/22: $769,907

### All Other Athletic Revenue:

- **Student Athletic Suite Rental Revenue:**
  - 2012/13: $360,000
  - 2013/14: $360,000
  - 2014/15: $360,000
  - 2015/16: $370,000
  - 2016/17: $370,000
  - 2017/18: $370,000
  - 2018/19: $381,000
  - 2019/20: $381,000

### Schedules:

- **Revenues Dedicated to Debt Service: $2,541,718**
- **Subtotal of Dedicated Revenue for Debt: $2,586,730**
- **Total Athletic Revenues: $15,766,755**
- **Total Athletic Department Before Annual Debt Service: $12,078,868**

### HAF Expenses:

- **HAF Contributions:**
  - 2012/13: $1,084,856
  - 2013/14: $1,106,351
  - 2014/15: $1,128,478
  - 2015/16: $1,151,048
  - 2016/17: $1,174,069
  - 2017/18: $1,197,550
  - 2018/19: $1,221,501
  - 2019/20: $1,245,931
  - 2020/21: $1,270,850

### Annual Debt Service:

- **On $31,560,000:**
  - 2012/13: $2,057,965
  - 2013/14: $2,114,158
  - 2014/15: $2,151,175
  - 2015/16: $2,169,215
  - 2016/17: $2,236,215
  - 2017/18: $2,302,300
  - 2018/19: $2,355,770
  - 2019/20: $2,485,885

### Net Surplus (Deficit):

- **2012/13: $2,238,215**
- **2013/14: $2,485,885**
- **2014/15: $2,521,310**
- **2015/16: $2,521,310**
- **2016/17: $2,521,310**
- **2017/18: $2,521,310**
- **2018/19: $2,521,310**
- **2019/20: $2,521,310**
- **2020/21: $2,521,310**
- **2021/22: $2,521,310**

## WESTERN KENTUCKY UNIVERSITY
### PROJECTION OF ATHLETIC REVENUES VS EXPENSES
#### YEARS - 2022/23 THRU 2031/32

26-Jul-01

### $31,560,000 DEBT

<table>
<thead>
<tr>
<th>Year</th>
<th>21</th>
<th>22</th>
<th>23</th>
<th>24</th>
<th>25</th>
<th>26</th>
<th>27</th>
<th>28</th>
<th>29</th>
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<tbody>
<tr>
<td>YR</td>
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<td>YR</td>
</tr>
<tr>
<td>2022/23</td>
<td>816,794</td>
<td>841,298</td>
<td>866,537</td>
<td>892,533</td>
<td>918,309</td>
<td>946,888</td>
<td>975,205</td>
<td>1,004,554</td>
<td>1,034,690</td>
<td></td>
</tr>
<tr>
<td>2023/24</td>
<td>816,794</td>
<td>841,298</td>
<td>866,537</td>
<td>892,533</td>
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<td>946,888</td>
<td>975,205</td>
<td>1,004,554</td>
<td>1,034,690</td>
<td></td>
</tr>
<tr>
<td>2024/25</td>
<td>816,794</td>
<td>841,298</td>
<td>866,537</td>
<td>892,533</td>
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<td>946,888</td>
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<td>1,034,690</td>
<td></td>
</tr>
<tr>
<td>2025/26</td>
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<tr>
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<td>2028/29</td>
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<td></td>
</tr>
<tr>
<td>2029/30</td>
<td>816,794</td>
<td>841,298</td>
<td>866,537</td>
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<td>2030/31</td>
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<tr>
<td>2031/32</td>
<td>816,794</td>
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<td>975,205</td>
<td>1,004,554</td>
<td>1,034,690</td>
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### REVENUE DEDICATED TO DEBT SERVICE:

- **MEN'S BASKETBALL TICKET SALES**: $793,004
- **WOMEN'S BASKETBALL TICKET SALES**: $151,705
- **FOOTBALL TICKETS**: $260,066
- **FOOTBALL GAME GUARANTEES**: $375,000
- **TICKET SALES SURCHARGE TICKET OFFICE**: $130,033
- **EVENT SURCHARGE**: $130,033
- **ATHLETIC PARKING RECEIPTS**: $46,507
- **CONCESSIONS**: $143,411
- **ROYALTIES**: $50,568
- **ATHLETIC MARKETING**: $258,274
- **ATHLETIC Mkt - Pouring Rights**: $110,000
- **NAMING RIGHTS**: $392,000
- **SUITED RENTAL REVENUE**: $100,000
- **SCHEDULED EVENTS IN DIDDLE**: $100,000
- **SUBTOTAL OF DEDICATED REVENUE FOR DEBT**: $2,940,601

### ALL OTHER ATHLETIC REVENUE:

- **SUNBELT DISTRIBUTION**: $18,000
- **NCAA - DISBURSEMENTS**: $317,000
- **ALL OTHER SPORT TICKET SALES**: $22,251
- **CONTINGENCY RESERVE**: $75,495
- **FOOTBALL UNITRUST**: $18,000
- **TITLE IX COMPLIANCE**: $1,556,930
- **HAF CONTRIBUTIONS**: $1,322,192
- **STUDENT ATHLETIC FEE**: $5,296,658
- **UNIVERSITY FUNDS**: $11,502,648

### TOTAL ATHLETIC REVENUES:

- $23,051,976

### TOTAL ATHLETIC DEPARTMENT BEFORE ANNUAL DEBT SERVICE:

- $18,550,587

### HAF EXPENSES:

- $799,714

### ANNUAL DEBT SERVICE:

- $2,570,240

### TOTAL REQUIRED ATHLETIC EXPENSES:

- $22,694,088

### NET SURPLUS (DEFICIT):

- $387,169
GENERAL WARRANTY DEED

THIS DEED is made as of __________, 2001, between THE COMMONWEALTH OF KENTUCKY for the use and benefit of WESTERN KENTUCKY UNIVERSITY, acting by and through, and under authority duly granted by, its BOARD OF REGENTS, having a mailing address at One Big Red Way, Bowling Green, Warren County, Kentucky ("Grantor"), and THE CITY OF BOWLING GREEN, KENTUCKY, acting by and through the Board of Commissioners of the City of Bowling Green, having a mailing address at 1017 College Street, Bowling Green, Warren County, Kentucky ("Grantee").

WITNESSETH:

That for the consideration of ONE DOLLAR ($1.00), and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by the parties, Grantor grants and conveys to Grantee, its successors and assigns, in fee simple, with covenants of GENERAL WARRANTY, the real property located in Warren County, Kentucky, which is legally described in EXHIBIT A, which is attached hereto and incorporated herein by this reference as if copied in full, together with all improvements thereon and appurtenances thereto (the "Property").

Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed, that Grantor has full right and power to convey the same, and that the property conveyed hereby is free from all liens and encumbrances; PROVIDED, HOWEVER, there is excepted from the foregoing covenants and warranty [i] any easements, restrictions, covenants and stipulations of record affecting the Property; [ii] all applicable zoning and other land use laws, rules, regulations and binding elements affecting the Property, if any.

The undersigned hereby swear and affirm, pursuant to KRS Chapter 382, that the property herein conveyed is transferred by gift and with nominal consideration. We further certify that the full estimated fair cash value of the property herein conveyed is $__________, and the parties understand that falsification of the stated full estimated value is a Class D felony, subject to one (1) to five (5) years imprisonment and fines up to Ten Thousand Dollars ($10,000).
IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the date first above written.

GRANTOR:

WESTERN KENTUCKY UNIVERSITY,
ACTING ON BEHALF OF THE BOARD OF
REGENTS OF WESTERN KENTUCKY
UNIVERSITY

BY:

KRISTIN BALE, Chair of Board of
Regents of Western Kentucky University

GRANTEE:

CITY OF BOWLING GREEN, KENTUCKY

BY:

SANDY JONES, Mayor
City of Bowling Green, Kentucky

COMMONWEALTH OF KENTUCKY
) SS
COUNTY OF WARREN
)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of __________, 2001, by KRISTIN BALE, and after being duly sworn, did depose and say, that she is Chair of the BOARD OF REGENTS OF WESTERN KENTUCKY UNIVERSITY, of Bowling Green, Kentucky, and that she is duly authorized by the Board of Regents of Western Kentucky University to execute this instrument for and on behalf of said University and that it is the free act and deed of said University.

My commission expires: ____________________________.

_______________________________
Notary Public
COMMONWEALTH OF KENTUCKY

COUNTY OF WARREN

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of __________, 2001, by SANDY JONES, and after being duly sworn, did depose and say, that she is Mayor of the CITY OF BOWLING GREEN, KENTUCKY, and that she is duly authorized by the City of Bowling Green to execute this instrument for and on behalf of the City of Bowling Green, and that it is the free act and deed of said City.

My commission expires: ____________________________._

__________________________
Notary Public

THIS INSTRUMENT PREPARED BY:

Stephen B. Catron
WYATT, TARRANT & COMBS, LLP
918 State Street
P.O. Box 1220
Bowling Green, Kentucky 42102-1220
270.842.1050

#5601614B v2
EXHIBIT A

DIDDE ARENA, SMITH STADIUM, TENNIS COURTS COMBINATION LOT

LAND DESCRIPTION OF A BOUNDARY LINE SURVEY of a 900,306.45 square foot/20.67 acre tract of the lands of the Commonwealth of Kentucky (Deed Book 267, Page 11, Deed Book 321, Page 572, Deed Book 322, Page 01, Deed Book 322, Page 59, Deed Book 324, Page 127, Deed Book 327, Page 228, Deed Book 327, Page 470 and Deed Book 369, Page 354) located between Dogwood Avenue, Big Red Way and University Boulevard in the southwestern section of the Western Kentucky University Campus in the south central section of the City of Bowling Green, Warren County, Kentucky about 0.83 miles southwest of the Courthouse in Bowling Green, Warren County, Kentucky; from an actual survey and I hereby certify that the correct Metes and Bounds description of said tract is as follows:

Beginning at a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and at the intersection of the northwestern right-of-way line of Big Red Way and the southwestern right-of-way line of Dogwood Avenue, in the southwestern section of the Western Kentucky University Campus in the south central section of the City of Bowling Green, Warren County, Kentucky about 0.83 miles southwest of the Courthouse in Bowling Green, Warren County, Kentucky, said point of beginning being located northwesterly 30.00 feet from and at right angles to the centerline of said Big Red Way and southwestwardly 45.66 feet from and at right angles to the centerline of said Dogwood Avenue; thence along the northwestern right-of-way line and parallel with the centerline of said Big Red Way, South 42 degrees 29 minutes 58 seconds West, 111.13 feet to a chiseled "X" corner monument; (passing through a reference iron pin with a 1" orange plastic cap stamped REF. POINT KY PLS 2062 at 108.13 feet), thence continuing along the northwestern right-of-way line and parallel with the centerline of said Big Red Way, 107.22 feet with the arc of a curve to the right (Delta Angle 00 degrees 45 minutes 21 seconds; Radius 8,128.85 feet) chord bearing and distance, South 42 degrees 52 minutes 38 seconds West, 107.22 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and at a new boundary line corner with the lands of Western Kentucky University on the northwestern right-of-way line of Big Red Way, said iron pin being located northwesterly 30.00 feet from and at right angles to the centerline of said Big Red Way and at the TRUE POINT OF BEGINNING; thence continuing along the northwestern right-of-way line and parallel with the centerline of said Big Red Way 141.84 feet with the arc of a curve to the right (Delta Angle 00 degrees 59 minutes 59 seconds; Radius 8,128.85 feet) chord bearing and distance, South 43 degrees 45 minutes 18 seconds West, 141.84 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence continuing along the northwestern right-of-way line and parallel with the centerline of said Big Red Way, South 44 degrees 15 minutes 18 seconds West, 1,453.41 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, said iron pin being located northwesterly 30.00 feet from and at right angles to the centerline of said Big Red Way (passing through two reference iron pins, each with a 1"
orange plastic cap stamped REF. POINT KY PLS 2062, at 591.87 feet and 1,309.19 feet) on a corner common to the subject tract and at a new boundary line corner with the lands of Western Kentucky University on the northwestern right-of-way line of said Big Red Way, said iron pin being located northwestwardly 30.00 feet from and at right angles to the centerline of said Bog Red Way; thence with nine (9) new lines severing the lands of Western Kentucky University, North 44 degrees 13 minutes 39 seconds West, 259.42 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, at the southwestern corner of the Home Dugout; thence North 47 degrees 33 minutes 02 seconds West, 48.31 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, in front of the Home Dugout; thence North 57 degrees 19 minutes 21 seconds West, 75.27 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, near the southeastern corner of the spectator bleachers; thence South 79 degrees 22 minutes 44 seconds West, 52.48 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, near the southwestern corner of the spectator bleachers; thence South 44 degrees 13 minutes 39 seconds West, 259.42 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, at the southwestern corner of the Visitor's Dugout; thence South 24 degrees 58 minutes 22 seconds West, 44.43 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, near the southeastern corner of the Visitor's Dugout; thence South 32 degrees 22 minutes 29 seconds West, 9.26 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence North 75 degrees 53 seconds West, 11.50 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and at a new boundary line corner with the lands of Western Kentucky University on the southeastern right-of-way line of said University Boulevard, said iron pin being located southeastwardly 36.00 feet from and at right angles to the centerline of said University Boulevard; thence along the southeastern right-of-way line and parallel with the centerline of said University Boulevard, 124.02 feet with the arc of a curve to the right (Delta Angle 13 degrees 13 minutes 59 seconds; Radius 536.98 feet) chord bearing and distance, North 17 degrees 07 minutes 12 seconds East, 123.75 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence North 23 degrees 44 minutes 18 seconds East, 179.34 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence continuing along the southeastern right-of-way line and parallel with the centerline of said University Boulevard 483.84 feet with the arc of a curve to the right (Delta Angle 14 degrees 47 minutes 38 seconds; Radius 1,873.86 feet) chord bearing and distance, North 31 degrees 08 minutes 07 seconds East, 482.50 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, said iron pin being located southeastwardly 36.00 feet from and at right angles to the centerline of said University Boulevard; thence continuing along the southeastern right-of-way line and parallel with the centerline of said University Boulevard, North 41 degrees 42 minutes 58 seconds East, 1,234.41 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and at a new boundary line corner with the lands of Western Kentucky University on the southeastern right-of-way line of said University Boulevard,
(passing through a reference iron pin with a 1" orange plastic cap stamped REF. POINT KY PLS 2062 at 508.82 feet), said iron pin being located southeastwardly 36.00 feet from and at right angles to the centerline of said University Boulevard; thence with a new line severing the lands of Western Kentucky University, South 45 degrees 39 minutes 37 seconds East 596.34 feet to the TRUE POINT OF BEGINNING containing 900,306.45 square feet/20.67 acres more or less according to this survey made in February and June 2001, by SMITH AND ASSOCIATES, ENGINEERING AND SURVEYING, Dennis D. Smith, Kentucky PLS 2062, Reggie Ramsey, Jeff Smith and Bryan Smith; subject to any and all existing rights-of-way and easements and all bearings being referenced to Grid North.

Being the same property conveyed to Grantor by deeds recorded in Deed Book 267, Page 11, Deed Book 321, Page 572, Deed Book 322, Page 01, Deed Book 322, Page 59, Deed Book 324, Page 127, Deed Book 327, Page 228, Deed Book 327, Page 470 and Deed Book 369, Page 354 in the Office of the Clerk of the Warren County Court.
ATHLETIC PRACTICE FIELDS
WEST SIDE OF CSX RAILROAD

LAND DESCRIPTION OF A BOUNDARY LINE SURVEY of a 373,628.01 square
foot/8.58 acre tract of the lands of the Commonwealth of Kentucky (Deed Book 336,
Page 15, Deed Book 369, Page 341, Deed Book 369, Page 368, Deed Book 370, Page
116, Deed Book 370, Page 353, Deed Book 372, Page 138, Deed Book 374, Page 678
and Deed Book 400, Page 515) located near the intersection of Forrest Street and South
Way in the western section of the Western Kentucky University Campus in the south
central section of the City of Bowling Green, Warren County, Kentucky about 1.04 miles
southwest of the Courthouse in Bowling Green, Warren County, Kentucky; from an
actual survey and I hereby certify that the correct Metes and Bounds description of said
tract is as follows:

Beginning at a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS
PLS 2062, on a corner common to the subject tract and at the intersection of the eastern
right-of-way line of Forrest Street and the southern right-of-way line of South Way, in
the western section of the Western Kentucky University Campus in the south central
section of the City of Bowling Green, Warren County, Kentucky about 1.04 miles
southwest of the Courthouse in Bowling Green, Warren County, Kentucky, said point of
beginning being located eastwardly 20.00 feet from and at right angles to the centerline
of said Forrest Street and southwardly 15.00 feet from and at right angles to the centerline
of said South Way; thence along the eastern right-of-way line and parallel to the
centerline of said Forrest Street, North 09 degrees 19 minutes 09 seconds East, 40.69 feet
to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062,
on a corner common to the subject tract and at a southwestern boundary line corner of a
tract of the lands of Hansel Payne (Deed Book 423, Page 618, Plat Book 1, Page 44 and
45), said iron pin being located eastwardly 20.00 feet from and at right angles to the
centerline of said Forrest Street; thence along the southern boundary line of said Payne,
North 82 degrees 45 minutes 26 seconds East, 152.11 feet to a set iron pin corner
monument, with a 1" yellow plastic cap stamped DDS PL S 2062, on a corner common to
the subject tract and at a southeastern boundary line corner of said tract of the lands of
said Payne on a western boundary line of a tract of the lands of PSM Enterprises, Parcel
2, Tract 3 (Deed Book 798, Page 171 and Plat Book 1 Page 44 and 45); thence along the
western boundary line of said PSM Enterprises, South 09 degrees 10 minutes 16 seconds
West, 40.00 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped
DDS PLS 2062, on a corner common to the subject tract and at a southwestern boundary
line corner of said tract of the lands of said PSM Enterprises, Parcel 2, Tract 3; thence
along the southern boundary line of said PSM Enterprises, Parcel 2, Tract 3, North 81
degrees 09 minutes 14 seconds East, 163.36 feet to a set iron pin corner monument, with
a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract
and at a southeastern boundary line corner of said tract of the lands of said PSM
Enterprises, Parcel 2, Tract 3, on the western right-of-way line of CSX Railroad, said iron
pin being located westwardly 38.00 feet from and at right-angles to the centerline of said
CSX Railroad; thence along the western right-of-way line and parallel with the centerline
of said CSX Railroad, North 41 degrees 42 minutes 58 seconds East, 1,491.09 feet to a
set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062

A-4
(passing through a reference iron pin with a 1" orange plastic cap stamped REF. POINT KY PLS 2062 at 706.00 feet), on a corner common to the subject tract and at a southern corner of Forrest Park Subdivision (Plat Book 3, Page 12) on the western right-of-way line of CSX Railroad, said iron pin being located westwardly 38.00 feet from and at right-angles to the centerline of said CSX Railroad; thence along the eastern boundary line of said Forrest Park Subdivision, North 08 degrees 52 minutes 22 seconds East, 836.64 feet to an existing iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and on an eastern boundary line of a tract of the lands of Basil and Ruth Scoggin (Deed Book 549, Page 445) at a southwest boundary corner of a tract of the lands of Bowling Green Municipal Utilities, Electric Substation (Deed Book 787, Page 171); thence along a southern and eastern boundary line of said Bowling Green Municipal Utilities, Electric Substation, North 78 degrees 19 minutes 23 seconds East, 266.50 feet to an existing iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence North 08 degrees 15 minutes 56 seconds West, 127.20 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and at a southeastern right-of-way corner of South Way (passing through an existing iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062 at 117.20 feet), said set iron pin being located southwardly 15.00 feet from and at right angles to the centerline of said South Way; thence along the southern right-of-way line and parallel with the centerline of said South Way, North 81 degrees 44 minutes 04 seconds East, 129.82 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence continuing along the southern right-of-way line and parallel with the centerline of said South Way, North 78 degrees 58 minutes 36 seconds East, 181.55 feet to the point of beginning containing 373,628.01 square feet/8.58 acres more or less according to this survey made in February and July 2001, by SMITH AND ASSOCIATES, ENGINEERING AND SURVEYING, Dennis D. Smith, Kentucky PLS 2062, Reggie Ramsey, Jeff Smith and Bryan Smith; subject to any and all existing rights-of-way and easements and all bearings being referenced to Grid North.

Being the same property conveyed to Grantor by deeds recorded in Deed Book 336, Page 15, Deed Book 369, Page 341, Deed Book 369, Page 368, Deed Book 370, Page 116, Deed Book 370, Page 353, Deed Book 372, Page 138, Deed Book 374, Page 678 and Deed Book 400, Page 515, in the Office of the Clerk of the Warren County Court.
"EGYPT" LOT, LESS ATHLETIC FIELDS

LAND DESCRIPTION OF A BOUNDARY LINE SURVEY of a 260,033.22 square foot/5.97 acre tract of the lands of the Commonwealth of Kentucky (Deed Book 294, Page 495 and Plat Book 1, Page 26) located at the intersection of University Boulevard, U.S. Highway 68-Kentucky Highway 80, The Russellville Road and Creason Drive in the southwestern section of the Western Kentucky University Campus in the south central section of the City of Bowling Green, Warren County, Kentucky about 1.31 miles southwest of the Courthouse in Bowling Green, Warren County, Kentucky; from an actual survey and I hereby certify that the correct Metes and Bounds description of said tract is as follows:

Beginning at an existing iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and at the intersection of the western right-of-way line of University Boulevard and the southern right-of-way line of U.S. Highway 68-Kentucky Highway 80, The Russellville Road, in the southwestern section of the Western Kentucky University Campus in the south central section of the City of Bowling Green, Warren County, Kentucky about 1.31 miles southwest of the Courthouse in Bowling Green, Warren County, Kentucky, said point of beginning being located westwardly 43.00 feet from and at right angles to the centerline of said University Boulevard, southwardly 74.94 feet from and at right angles to the centerline of said U.S. Highway 68-Kentucky Highway 80, The Russellville Road and northwesterly 142.69 feet from and at right angles to the centerline of said Creason Drive; thence along the western right-of-way line of said Creason Drive, South 44 degrees 37 minutes 18 seconds West, 342.67 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and at a new boundary line corner with the lands of Western Kentucky University on the northwestern right-of-way line of Creason Street and the TRUE POINT OF BEGINNING, said iron pin being located northwesterly 35.53 feet from and at right angles to the centerline of said Creason Drive; thence continuing along the western right-of-way line and parallel with the centerline of said Creason Drive, South 44 degrees 37 minutes 18 seconds West, 342.67 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and at a new boundary line corner with the lands of Western Kentucky University on the northwestern right-of-way line of Creason Street and the TRUE POINT OF BEGINNING, said iron pin being located northwesterly 30.00 feet from and at right angles to the centerline of said Creason Drive; thence continuing along the western right-of-way line and parallel with the centerline of said Creason Drive, South 44 degrees 37 minutes 18 seconds West, 342.67 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and at a new corner with Western Kentucky University; thence with eight (8) lines severing the lands of Western Kentucky University, North 45 degrees 22 minutes 42 seconds West, 48.63 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and at a new corner with Western Kentucky University; thence with eight (8) lines severing the lands of Western Kentucky University, South 44 degrees 36 minutes 56 seconds West, 118.32 feet, along a fence, to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, near the northwestern corner of the Visitor's Dugout; thence along the northwestern face of the Visitor's Dugout, South 43 degrees 42 minutes 48 seconds West, 53.49 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, near the southwestern corner of the Visitor's Dugout; thence South 44 degrees 31 minutes 20 seconds West, 39.15 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062 at the eastern end of the backstop; thence along the southern
edge of the backstop, South 89 degrees 45 minutes 54 seconds West, 21.35 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062 at the western end of the backstop; thence North 45 degrees 19 minutes 38 seconds West, 39.14 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062 near the northeastern corner of the Home Dugout; thence along the northeastern face of the Home Dugout, North 44 degrees 43 minutes 18 seconds West, 40.40 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062 near the northwestern corner of the Home Dugout; thence, along a fence, North 45 degrees 08 minutes 31 seconds West, 130.47 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence generally following the outfield fence, North 40 degrees 27 minutes 25 seconds East, 39.88 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence severing the lands of Western Kentucky University, 286.52 feet with the arc of a curve to the right (Delta Angle 94 degrees 47 minutes 00 seconds; Radius 173.20 feet) chord bearing and distance, North 87 degrees 50 minutes 59 seconds East, 254.95 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence continuing severing the lands of Western Kentucky University, South 44 degrees 45 minutes 32 seconds East, 52.48 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence over the lands of Western Kentucky University, South 44 degrees 22 minutes 42 seconds East, 48.63 feet to a set iron pin corner monument, with a 1" orange plastic cap stamped REF. POINT KY PLS 2062, said iron pin reference point being located northwardly 30.00 feet from and at right angles to the centerline of said Creason Drive; thence continuing along the western right-of-way line and parallel with the centerline of said Creason Drive, South 44 degrees 37 minutes 18 seconds West, 278.27 feet to a set iron pin corner monument, with a 1" orange plastic cap stamped REF. POINT KY PLS 2062, said iron pin reference point being located northwardly 30.00 feet from and at right angles to the centerline of said Creason Drive; thence leaving the right-of-way line and with a line over the lands of Western Kentucky University, North 45 degrees 22 minutes 42 seconds West, 106.96 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and at a new corner with Western Kentucky University; thence with four (4) lines around the soccer field and severing the lands of Western Kentucky University, South 43 degrees 59 minutes 15 seconds West, 236.37 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence North 46 degrees 00 minutes 45 seconds West, 362.04 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence North 43 degrees 59 minutes 15 seconds East, 236.37 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence South 46 degrees 00 minutes 45 seconds East, 362.04 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence over the lands of Western Kentucky University, South 45 degrees 22 minutes 42 seconds East, 106.96 feet to a set iron pin corner monument, with a 1" orange plastic cap stamped REF. POINT KY PLS 2062, said iron pin reference point being located northwardly 30.00 feet from and at right angles to the centerline of said Creason Drive; thence continuing along the western right-of-way line and parallel with the centerline of said Creason Drive, South 44 degrees 37 minutes 18 seconds West, 261.99 feet to an existing iron pin corner monument, with a 1" yellow plastic cap
stamped Allnutt 2459, on a corner common to the subject tract and at a northeastern boundary line corner of a tract of the lands of Earline and James Dixon (Deed Book 768, Page 273), on the northwestern right-of-way line of Creason Drive, said iron pin being located northwestwardly 30.00 feet from and at right angles to the centerline of said Creason Drive; thence along the northeastern boundary line of said Dixon, North 51 degrees 40 minutes 12 seconds West, 496.31 feet to a point on a rock, on a corner common to the subject tract and at a northeastern boundary line corner of said tract of the lands of said Dixon on the southeastern right-of-way line of a 12.00 foot wide alley, said point on a rock being located southwardly 6.00 feet from and at right angles to the centerline of said alley and 40.00 feet from and at right angles to the centerline of CSX Railroad; thence along the southwardly right-of-way line and parallel to the centerline of said alley and railroad, North 41 degrees 42 minutes 58 seconds East, 492.98 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, (passing through a reference iron pin with a 1" orange plastic cap stamped REF. POINT KY PLS 2062 at 1.00 foot) on a corner common to the subject tract and at a northeastern right-of-way line corner of said 12.00 foot alley on a southwestern right-of-way line of said CSX Railroad, said iron pin being located southwardly 40.00 feet from and at right angles to the centerline of CSX Railroad; thence along the southwestwardly right-of-way line of said CSX Railroad, South 48 degrees 16 minutes 10 seconds East, 38.00 feet to an existing iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and at a southeastern right-of-way line corner of said CSX Railroad, said iron pin being located southeastwardly 78.00 feet from and at right angles to the centerline of CSX Railroad; thence along the southwestwardly right-of-way line and parallel with the centerline of said CSX Railroad, North 41 degrees 42 minutes 58 seconds East, 250.36 feet to an existing iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and at the intersection of the southeastern right-of-way line corner of said CSX Railroad and the southern right-of-way line of U.S. Highway 68-Kentucky Highway 80, The Russellville Road, said iron pin being located southeastwardly 78.00 feet from and at right angles to the centerline of said CSX Railroad and southwardly 35.00 feet from and at right angles to the centerline of said U.S. Highway 68-Kentucky Highway 80, The Russellville Road; thence along the southern right-of-way line and parallel with the centerline of said U.S. Highway 68-Kentucky Highway 80, The Russellville Road, North 86 degrees 48 minutes 18 seconds East, 37.48 feet, to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062, on a corner common to the subject tract and at a new boundary line corner with the lands of Western Kentucky University on the southern right-of-way line of said U.S. Highway 68-Kentucky Highway 80, The Russellville Road, said iron pin being located southwardly 35.00 feet from and at right angles to the centerline of said U.S. Highway 68-Kentucky Highway 80, The Russellville Road; thence leaving the right-of-way line and with five (5) lines severing the lands of Western Kentucky University, South 03 degrees 57 minutes 14 seconds West, 130.51 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence South 89 degrees 25 minutes 01 seconds East, 173.86 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence South 00 degrees 34 minutes 59 seconds West, 23.08 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence North 89 degrees 12 minutes 39
seconds West, 235.85 feet to a set iron pin corner monument, with a 1" yellow plastic cap stamped DDS PLS 2062; thence South 39 degrees 24 minutes 06 seconds East, 76.66 feet to the TRUE POINT OF BEGINNING containing 260,033.22 square feet/5.97 acres more or less according to this survey made in February and June 2001, by SMITH AND ASSOCIATES, ENGINEERING AND SURVEYING, Dennis D. Smith, Kentucky PLS 2062, Reggie Ramsey, Jeff Smith and Bryan Smith; subject to any and all existing rights-of-way and easements and all bearings being referenced to Grid North.

Being the same property conveyed to Grantor by deeds recorded in Deed Book 294, Page 495 and Plat Book 1, Page 26, in the Office of the Clerk of the Warren County Court.
RECIPROCAL NON-EXCLUSIVE PERMIT

This RECIPROCAL NON-EXCLUSIVE PERMIT ("Agreement") is made and entered into by and between WESTERN KENTUCKY UNIVERSITY, acting by and through its Board of Regents, Bowling Green, Kentucky (the "University"), and the CITY OF BOWLING GREEN, KENTUCKY, acting by and through the Board of Commissioners of the City of Bowling Green (the "City").

WITNESSETH:

WHEREAS, "City" is the owner of certain real estate together with improvements located thereon, including certain educational and athletic facilities, located adjacent to and as an integral part of the campus of the University in Bowling Green, Warren County, Kentucky, such property being more specifically described in EXHIBIT A, which is attached hereto and incorporated by reference herein as if copied in full. The real estate owned by the City is being managed by the University and it is the desire of these parties to enter into this Agreement for purposes set forth herein, including, but not limited to providing utilities, the movement of traffic, both vehicular and pedestrian, together with all other uses as contemplated by this Agreement, on or about the real property owned by each of the respective parties hereto under the terms and provisions of this Agreement; and

WHEREAS, the parties wish to establish reciprocal non-exclusive permits for the purposes set forth herein so as to provide for the operation of the campus of the University and integrating the property owned by the City into the University's campus for the use and benefit of
each of the respective parties to this Agreement. It is intended that the agreements and covenants of this Agreement shall run with the land and apply to and bind the respective successors in interest of the parties to this Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits and promises as between the parties hereto, same benefiting each of the respective parties to this Agreement, the legal sufficiency of which is hereby acknowledged by the execution of this Agreement, it is agreed as follows:

ARTICLE I
DEFINITIONS

Section 1.01. All areas, which are referred to as the "Permit Area", shall include all sections of property now or hereafter used for motor vehicle parking, roadways, pedestrian walkways, landscaped areas, loading and delivery areas, truck ramps, other areas of property subject to public access and areas used for providing Utilities, all of which is now or hereafter owned by the University or by the City.

Section 1.02. The term "Utilities" as used herein shall include, but shall not be limited to, steam and chilled water for heating and cooling, electrical power, computer or data transmission cables, gas, water and telephone, storm water drainage or sanitary or waste disposal, together with all cables, pipes, conduits or wiring utilized for the delivery or utilization of such utilities.

Section 1.03. The term "Management Agreement" as used herein shall mean that Management Agreement entered into by and between the parties to this Agreement by which the University manages those properties owned by the City, or any portion thereof, and as such Management Agreement now exists and as it shall from time to time be amended.
ARTICLE II
GRANT OF PERMIT

Section 2.01. Each of the respective parties, their successors and assigns, grants to the other a non-exclusive reciprocal permit for the permit area which shall run for a term as provided herein as between the City and the University for the operation of certain real estate together with improvements located thereon, including certain educational and athletic facilities located on the campus of the University or operated by the University.

Section 2.02. Each of the respective parties grants to the other a non-exclusive permit and for the benefit of each of the parties, their agents, employees, customers, invitees, licensees, tenants, successors, and assigns, the full and unrestricted non-exclusive right to use the permit area owned by each of the respective parties, for the same purpose and to the same extent that the parties, their agents, employees, customers, invitees, licensees, tenants, successors, and assigns may use such permit area in its own right.

Section 2.03. The parties specifically grant each to the other the following reciprocal permits:

1. Non-exclusive permits appurtenant to the parties' property for the purpose of parking, loading or unloading, or for any other use as from time to time authorized or permitted by the respective parties to this Agreement.

2. Non-exclusive permits appurtenant to the parties' property for the purpose of pedestrian traffic of each of the respective parties, including but not limited to the students, faculty, staff and visitors of the University or of the tenants, invitees or licensees of the City.
3. Non-exclusive permits appurtenant to the parties' property for the purpose of furnishing access and the right of access between public streets and any parking areas or pedestrian ways situated on the property of the parties to this Agreement and between public streets and parking areas and the property which is the subject to this Agreement, including any and all improvements from time to time located on or in the parties' property.

4. Non-exclusive permits appurtenant to such parties' property for the purpose of furnishing connection, support, or attachment including, without limitation, walls, slabs, and structural permits of any improvement to any building component owned by another party where such building component constitutes a common building component.

5. Non-exclusive permits for the benefit of and appurtenant to each portion for the conveyance of Utilities, including the maintenance, removal or replacement of such Utilities.

Section 2.04. The parties agree that at all times free access between the parcels owned by each of the respective parties to this Agreement and the remainder of the campus of the University or the properties owned by the City shall not be impeded and shall be maintained in accordance with the terms of this Agreement.

Section 2.05. The use and enjoyment of the permit area shall be subject to the rules and regulations as from time to time adopted by the University in its sole and absolute discretion.
These rules and regulations shall in no manner impede the access to, or use and enjoyment of, the properties owned by the City or by the residents, tenants, or invitees of the City.

Section 2.06. When Utilities have been installed, each party may relocate such Utilities within its own parcel or within the permit area from time to time, at the expense of the party desiring such relocation.

Section 2.07. The parties agree that at all times free access between the parcels shall not be impeded and shall be maintained.

Section 2.08. When utilities have been installed, each party may relocate such utilities within its own parcel from time to time, at its own expense. Such relocation, however, shall be performed only if the party gives sixty (60) days written notice to all other parties using the utilities, and if the relocation will not reduce or impair the usefulness or function of the Utility facilities and will be performed at the sole cost and expense of the party so relocating.

ARTICLE III
INSURANCE

Section 3.01. Each party shall hold harmless all other parties, and all tenants, lessees, and occupants of the parcels of the other party from all claims or judgments arising from the use of the areas which are the subject of this Agreement located within its respective parcel or any portion of such, unless the claim, demand, or judgment is caused by the negligence of the other party, tenant, lessee, or occupant. The City will provide public liability insurance with limits of not less than Two Million Dollars ($2,000,000) for each individual and Ten Million Dollars ($10,000,000) for each accident and One Million Dollars ($1,000,000) for property damage in
the performance of its obligations under this Section. The University will be named as an additional insured.

Section 3.02. All restoration, repair, or rebuilding under this Section, and all conditions of the requirements of such restoration, repair, or rebuilding, will be subject to the applicable provisions of this Agreement.

ARTICLE IV
DURATION, EXTINGUISHMENT, CONTINUATION, AND MODIFICATION

Section 4.01. This Agreement shall be for a term coterminous with the Management Agreement or for so long as the properties owned by the City are used for the benefit of the students of the University, whichever date shall be later.

Section 4.02. This Agreement and any provision, covenant, condition, or restriction contained within it may be terminated, extended, modified, or any portion of it, with the consent of the parties to this Agreement. No termination, extension, modification, or amendment will be effective until a written instrument setting forth its terms has been properly executed by the party against whom enforcement shall be sought.

ARTICLE V
GENERAL PROVISIONS

Section 5.01. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties which are the subject hereof to the general public or for the general public or for any purpose other than for the benefit of the University, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.
Section 5.02. If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Agreement shall become illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect. Each and all of the permits and rights granted or created herein are appurtenances to the applicable portions of the respective properties and none of the permits and rights may be transferred, assigned, or encumbered except as an appurtenance to such real estate. For the purposes of the permits and rights, the property benefited will constitute the dominant estate, and the particular area in each of the respective properties that are burdened by such Permits and rights will constitute the servient estate. Each and all of the covenants, restrictive conditions, and provisions contained in this Agreement (whether affirmative or negative in nature) are made for the direct, mutual, and reciprocal benefit of each parcel of land which is the subject of this Agreement; will create mutual equitable servitudes upon each parcel of land in favor of every other parcel; will constitute covenants running with the land; will bind every person having any fee, leasehold, or other interest in any portion of such properties at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, condition, or provision in question, or that the covenant, restriction, condition, or provision to be performed on such portion; and will inure to the benefit of the parties and their respective successors and assigns as to their respective parcels. Each term and provision of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
Section 5.03. This Agreement constitutes the entire agreement between the parties and is a total expression of such agreement, and all oral agreements made prior to entering into this Agreement shall become null and void and of no further force and effect upon the effective date of this Agreement.

Section 5.04. In construing this Agreement, singular shall be substituted for plural and plural for singular in any place in which the context so requires.

Section 5.05. This Agreement shall in all respects be subordinate to and be construed in accordance with the Management Agreement. Should any conflict exist as between the terms of this Agreement and the Management Agreement, then in such event the terms and provisions of the Management Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date set forth opposite their signatures below.

CITY OF BOWLING GREEN, KENTUCKY

DATE: ________________________  BY: ________________________

Title: ________________________

Given under my hand this __________ day of __________, 2001.

______________________
Notary Public, Kentucky
My Commission Expires: ________________________

8
COMMONWEALTH OF KENTUCKY

COUNTY OF WARREN

The undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that before me personally appeared ____________________________, and after being duly sworn, did depose and say, that he/she is ____________________________ of the City of Bowling Green, Kentucky, and that he/she is duly authorized to execute this Agreement for and on behalf of said City and that it is the free act and deed of said City.

Given unto my hand this _____ day of ________________________, 2001.

NOTARY PUBLIC, Kentucky-At-Large
My Commission Expires: ________________________

WESTERN KENTUCKY UNIVERSITY

DATE: ________________________ BY: ________________________

DR. GARY A. RANSDELL, President
Western Kentucky University

COMMONWEALTH OF KENTUCKY

COUNTY OF WARREN

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that before me personally appeared Gary A. Ransdell, and after being duly sworn, did depose and say, that he is President of WESTERN KENTUCKY UNIVERSITY of Bowling Green, Kentucky, and that he is duly authorized to execute this Agreement for and on behalf of said University and that it is the free act and deed of said University.

Given unto my hand this _____ day of ________________________, 2001.

NOTARY PUBLIC, Kentucky-At-Large
My Commission Expires: ________________________
THIS INSTRUMENT PREPARED BY:

______________________________
Stephen B. Catron
WYATT, TARRANT & COMBS, LLP
918 State Street
P.O. Box 1220
Bowling Green, Kentucky 42102-1220
270.842.1050
<table>
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<tr>
<th>TASK</th>
<th>July</th>
<th>August</th>
<th>September</th>
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<td>Responses due City of Bowling Green Financial Advisor</td>
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<td>City of Bowling Green selection of Financial Advisor</td>
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<td>Finalize Management Agreement</td>
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<td>Engage Construction Manager</td>
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- **Estimated Time to Complete Task**
- **Pre-Closing Date**
- **Bond Closing Date**

**Note:** The dates are placeholders and not actual dates from the document.
** WKU/City of Bowling Green  
Diddle Arena  
Wyatt, Tarrant & Combs, LLP  

Page 2 of 2

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<td>Engage Architects</td>
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- Estimated Time to Complete Task
- Pre-Closing Date
- Bond Closing Date

** DRAFT  
7/31/01