

OFFICIAL CORPORATE SPONSOR AGREEMENT

THIS AGREEMENT (the "Agreement") having an effective date of November 1, 2009 is entered into between UNIVERSITY OF KENTUCKY for its health care programs known and service marked as **UK HEALTHCARE** ("Company") with offices located at 800 Rose Street, Lexington, Kentucky 40508 and **IMG COMMUNICATIONS, INC. d/b/a IMG COLLEGE** ("IMG"), with principal offices at 546 East Main Street, Lexington, Kentucky 40508.

RECITALS

WHEREAS, IMG has the right to grant third parties the right to identify themselves as Official Corporate Sponsors of the University of Kentucky ("University") intercollegiate athletics.

WHEREAS, Company desires to identify itself as an Official Corporate Sponsor of the University's athletics and receive the benefits provided for in this Agreement in return for the consideration stated in Section VII.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration received and hereby acknowledged to be adequate, Company and IMG agree as follows:

I. Definitions. Whenever appearing in this Agreement, each of the following terms shall have the meanings ascribed herein:

A. "Big Blue Sports Network" refers to those radio or television stations, as the case may be, contracting through IMG for radio or television broadcast rights of and relating to "Big Blue Sports Network Programming" which shall include the entire schedule, whether live or recorded, of Games, pre-game and post-game shows, related coaches talk shows and/or call-in shows of the University and any other special programming designated by IMG as Big Blue Sports Network Programming from time to time during the Term of this Agreement.

B. "Behind the Blue" refers to the monthly thirty (30) minute report during the months of September through June in each Contract Year featuring University athletics to be televised on selected affiliates over the Big Blue Sports Network for television.

C. "Big Blue Madness" refers to the University's men's basketball team's first practice of the season, which will be televised on selected affiliates on the Big Blue Sports Network.

D. "Category" refers to hospitals, in-patient medical clinics, and/or outpatient medical clinics that are associated with a hospital and/or medical school, but not including any out-patient specialist medical clinics that are not associated with a hospital and/or medical school.

E. "Catspys" refers to a formal awards show patterned after ESPN's Espy Award Show. This show will be televised on selected affiliates on the Big Blue Sports Television Network.

F. "Official Corporate Sponsor" refers to those corporations or other legal entities who wish to utilize the University Marks or other related rights/benefits herein for promotional use and being recognized to be the highest level of promotional licensing sponsorship made available to such corporations with respect to the University's intercollegiate athletics.

G. "Pass-Through Rights" refers to the opportunity (subject to IMG and University approval) for an "Official Corporate Sponsor" to use another entity (or entities) in connection with advertising or promotional campaign that uses the University Marks.

II. Use of University Marks. The University owns all rights to the name, logos, trademarks and systems of the University ("University Marks"). The designation "Official UK Athletics Corporate Sponsor" and/or "Official Health Care Provider of UK Athletics" may be incorporated in all media and promotional marketing and advertising of Company that has been approved pursuant to Section X. Company has the right to use the University Marks described and depicted in Exhibit A in off-campus point-of-sale displays, advertising and promotions that promote the sale of the Company's merchandise, products, or services. No off-campus point-of-sale displays or other advertising or promotions may state or imply that the University endorses Company's merchandise, products, or services. All such off-campus point-of-sale displays and advertising using the University Marks must have prior written approval pursuant to Section X. Any use of the University Marks by Company other than as permitted in this Section II and in Section IV must be pursuant to a license issued by the Collegiate Licensing Company, IMG or any successor identified by the University. Without limitation upon other provisions of this Agreement, Company covenants and agrees that: (i) all drawings, sketches, artwork, editorial copy, tapes, cassettes and other materials bearing the University Marks shall bear appropriate registration notations in favor of the University; (ii) any marketing of or promotional activity will be done in such a manner as to preserve the integrity, character, image and dignity of such University Marks; (iii) it shall not utilize the University Marks with the trademarks, service marks, slogans or logos of any third party in any manner whatsoever without the prior approval of IMG and the University; and (iv) it will not attack or otherwise disparage the title of the University in and to the University Marks.

III. Category Exclusivity. Company shall have the exclusive rights with respect to Category to use the Designation(s) and the University Marks in conjunction with Company's advertising and other promotional and point-of-sale materials or displays. Unless otherwise approved by IMG and the University in accordance with this Agreement, Company shall have no Pass-Through Rights. Company acknowledges that it shall not receive any exclusivity with respect to the Category with respect to following sponsorship benefits: (i) tickets and hospitality; (ii) advertising during Big Blue Sports Network radio broadcasts, (iii) advertising during Big Blue Sports Network

television broadcasts; (iv) advertising in University game-day programs, yearbooks or playbooks.

IV. Sponsor Benefits. In each Contract Year, IMG agrees to provide the benefits set forth on Exhibit B attached hereto to Company.

V. Approval of Agreement. This Agreement is executed subject to the written approval of University. In the event such approval is not given, this Agreement shall be void and of no effect and each party shall be relieved of any and all obligations hereunder.

VI. Term. This Agreement shall be for a period of three (3) Contract Years (as defined hereinafter) commencing on July 1, 2010 and terminating on June 30, 2013. Either party shall have the right to terminate this Agreement effective as of the conclusion of any Contract Year by providing written notice to the other party on or before October 1 of such Contract Year. Provided that this Agreement is not terminated by either party pursuant to the foregoing sentence, during the period from August 1, 2012 through October 31, 2012 (the "Negotiation Period"), IMG agrees to negotiate exclusively and in good faith with Company with respect to a renewal and/or extension of this Agreement. In the event that the parties are unable to reach an agreement by the conclusion of the Negotiation Period, then IMG shall be free to negotiate with third parties. "Contract Year" as used herein refers to each twelve (12) month period from July 1 through June 30 with respect to each year during the term of this Agreement.

VII. Consideration. As consideration for the rights granted to Company in this Agreement, Company shall pay to IMG the following Fees (herein so called) in each Contract Year:

<u>Contract Year</u>	<u>Amount</u>	<u>Due Date</u>
1	\$125,000.00	July 1, 2010
	\$125,000.00	October 1, 2010
	\$125,000.00	January 1, 2011
	\$125,000.00	March 1, 2011
2	\$128,750.00	July 1, 2011
	\$128,750.00	October 1, 2011
	\$128,750.00	January 1, 2012
	\$128,750.00	March 1, 2012
3	\$132,612.50	July 1, 2012
	\$132,612.50	October 1, 2012
	\$132,612.50	January 1, 2013
	\$132,612.50	March 1, 2013

In addition to the Fees set forth above, Company agrees to purchase additional sponsorship inventory from IMG in each Contract Year having a value equal to Ten Thousand Dollars (\$10,000.00)(to be valued in accordance with IMG's standard rate card), with such inventory to be mutually agreed upon by Company and IMG and not to include any post-season radio inventory.

VIII. Payment and Billing

A. Manner of Payment. Unless otherwise agreed to in writing and approved by an officer of IMG or designee, payments under this Agreement shall be made by cash or check.

B. Time/Late Payments. Time is of the essence. Company shall pay the fees covered by this Agreement at the office of IMG in accordance with the terms specified in Section VII. of this Agreement. Payments of amounts due shall be made on date (or dates) specified in Section VII. of this Agreement. Any payment not made within forty five (45) days of the due date shall bear interest at the rate of one and one percent (1%) per month until paid and such interest will be paid to IMG by the Company on demand by IMG.

IX. Advertising and Promotional Policies and Standards and Approval Process.

All advertising and promotional material related to Company's status as an Official Corporate Sponsor and use of the University Marks described and depicted in Exhibit A of this Agreement, including but not limited to, radio and television broadcasts and print media, all statements and materials related to the endorsement or promotion of Company products or services by a University head coach, the advertising to be displayed or announced, the product or service information material to be distributed, free products or merchandise of Company and free premium products to be distributed, and off-campus point-of-sale displays and media advertising using the University Marks described and depicted in Exhibit A ("Advertising and Promotional Material") must comply with the policies, rules and regulations of the University, and the constitution, bylaws, and rules of the NCAA and the Southeastern Conference. All such Advertising and Promotional Materials must be submitted to:

Kim Bucci Shelton
IMG College | Big Blue Sports Marketing
546 East Main Street
Lexington, KY 40508

for written approval prior to production or use. The parties will cooperate with each other in order to assure compliance. Requests for written approval shall be in writing, accompanied by the material to be approved, and transmitted by facsimile, express mail, overnight carrier, or regular mail depending upon the expected response time. IMG will use reasonable efforts to respond within ten (10) days from the date of submission. Failure to obtain such prior written approval shall be a material breach of this Agreement and shall entitle IMG to cancel this Agreement. Company recognizes that all goodwill associated with the use of the University Marks shall inure to the benefit of the University. In the event that Company acts in a manner which would negatively impact the reputation of the University or would infringe or dilute the value of the University Marks, and such alleged negative impact, infringement or dilution remains uncured for more than thirty (30) days after the giving or written notice thereof setting

forth, in reasonable detail, the alleged negative impact, infringement or dilution, then IMG shall have the right to terminate this Agreement.

X. Inability To Broadcast/Publish; Unforeseen Events. Should IMG, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, secondary boycotts, acts of God, (whether or not such acts of God have occurred frequently or habitually or are of a common or seasonal occurrence in then general locality of such broadcasting/publishing), or for any reason, including but not restricted to mechanical breakdowns beyond the control and without the fault of IMG, be unable to broadcast/publish at the time specified, IMG shall not be liable to Company except to the extent of allowing a rate reduction or suitable "make goods" approved by the Company. In the case of a rate reduction IMG shall provide: (1) a pro rata reduction in the charge hereunder based on the broadcasts/publishing received; or (2) if an interruption occurs during the commercial announcement portion of any broadcast, a credit to Company in the same proportion to the total IMG charges which the omitted commercial portion bears to the total commercial portion of the broadcast. In addition, Company acknowledges and agrees that the commercial sponsorship and merchandising elements provided to Company by IMG hereunder are provided to Company as the same are made available to IMG by the University and, therefore, are subject to change during the term of this Agreement. In the event of any changes to such commercial sponsorship and merchandising elements in the Contract Year during the term hereof, IMG, on behalf of Company, shall use its best efforts (without any expenditure of funds) to acquire similar "make-good" commercial sponsorship and/or merchandising elements from the University as are mutually agreeable by the parties hereto and as made available to IMG by the University. In the event the parties are unable to mutually agree upon any such "make-good" sponsorship and/or merchandising elements, IMG agrees that Company shall, as its sole remedy, be entitled to a pro-rata refund and/or credit for any such sponsorship or merchandising elements not provided by IMG, which elements shall be valued in accordance with IMG's standard rate card for all other Official Corporate Sponsors.

XI. Termination and Cancellation.

A. Either party may terminate this Agreement, effective upon delivery of a termination notice, without prejudice to any other legal or equitable rights to which such terminating party may be entitled, if (i) the other party materially defaults in the performance of this Agreement, which default is not cured to the satisfaction of the non-breaching party within thirty (30) days following written notice of such default to the defaulting party or, to the extent not curable within such thirty (30) day time period, attempted to be cured within such thirty (30) day period and thereafter pursued diligently until cured to the satisfaction of the non-breaching party within a reasonable time period; or (ii) any of the representations or warranties made by the other party in this Agreement shall prove to be untrue or inaccurate in any material respect.

B. IMG may terminate this Agreement in the event that its Rights Agreement (herein so called) with the University is cancelled, expires or is terminated, at any

time during the term of this Agreement; provided, however, that any amounts which are due to IMG as set forth in Section VII of this Agreement at the time of such termination shall be paid to IMG within ten (10) days of Company's receipt of written notice from IMG regarding such expiration or termination of the Rights Agreement.

C. Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

XII. Notices. All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and will be deemed to have been given and take effect (a) upon delivery, if personally delivered with service fees prepaid, (b) the next business day if sent by nationally recognized overnight carrier for overnight delivery with delivery fees prepaid; or (c) three days after posting as first class U.S. mail postage prepaid, return receipt requested addressed to each of the parties as follows:

To IMG: Thomas J. Stultz
IMG College
546 East Main Street
Lexington, KY 40508

with a copy to: Emily M. Mooring
IMG College
546 East Main Street
Lexington, KY 40508

and Legal Dept. – IMG College
IMG College
290 Interstate North Circle, Suite 200
Atlanta, Georgia 30339

To Company: _____

or to such other addresses as the person to whom notice is to be given may have previously furnished to the other in writing in a manner set forth above, provided that the notice of change of address shall be deemed given only upon receipt.

XIII. General

A. Entire Agreement. This Agreement constitutes the entire agreement between Company and IMG related to this subject matter and shall supersede any and all other agreements, whether oral or otherwise, between the parties related to this

subject matter. Any amendment or modification of this Agreement must be in writing and signed by an authorized representative of both parties.

B. Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected.

C. Confidentiality. To the extent legally permissible, the parties will maintain in confidence all privileged and confidential information of the other party and the terms and conditions of this Agreement except, to the extent necessary, to the parties' employees, agents, or representatives required to implement the Agreement and to obtain approval of the Agreement by the University, and except that a proposed disclosure of any specific term or condition hereof by either party is authorized in advance by the other party. IMG acknowledges that Company is subject to the Kentucky Open Records Act and that this Agreement may be subject to it.

D. Execution. This Agreement may be executed in counterparts and shall be deemed executed and binding upon execution by both parties of facsimile copies hereof. Original copies of the Agreement shall be executed by the parties after facsimile copies have been executed.

E. Subject to Laws, Regulations and Rules. This Agreement is subject to the rules and regulations of the University; the constitution, bylaws and regulations of the NCAA; the rules and regulations of the Southeastern Conference; and all federal, state and municipal laws and regulations now in force, or which may be enacted in the future.

F. Assignment and Waiver. This Agreement, including the rights under it, may not be assigned or transferred by Company without prior notice to and the consent of IMG. Except as approved by IMG, IMG shall not be required to advertise hereunder for the benefit of any other entity than Company. Failure of IMG or Company to enforce any provision herein shall not be constructed as a general relinquishment or waiver as to that or any other provision.

G. Controlling Law. The validity, interpretation and performance of this Agreement shall be controlled and construed under the laws of the Commonwealth of Kentucky. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of any party having or being deemed to have structured or dictated such provision.

H. Relationship and Authority. Nothing contained herein shall be construed to imply the existence or the creation of a partnership, joint venture, or employer and employee relationship between Company and IMG, and except as otherwise expressly provided herein, neither party shall have any right, power or authority

to create any obligation, express or implied, on behalf of the other party. IMG hereby represents that it has the exclusive authority to enter into agreements which grant third parties, such as Company, rights to identify themselves as "Official Corporate Sponsors" of the University upon the same or similar terms and conditions as set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

IMG Communications, Inc., d/b/a IMG College

By: Thomas Heely

Title: SVP

Date: 5/5/10

University of Kentucky, for UK Healthcare

By: William Davis

Title: DIRECTOR OF PURCHASING

Date: 5/12/10

EXHIBIT A
UNIVERSITY MARKS

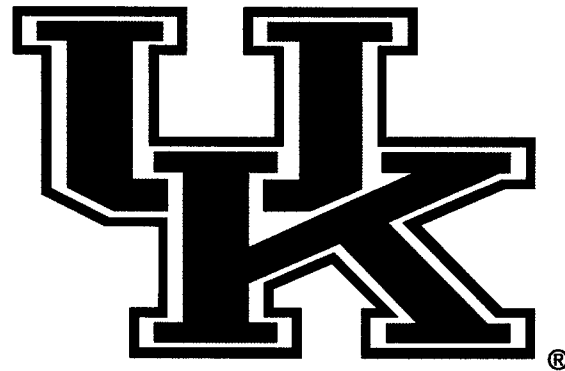


EXHIBIT B

CORPORATE SPONSOR AGREEMENT

I. Radio.

A. One (1) thirty second (:30) commercial spot during pre-game in each University regular season football game broadcast in the Lexington market (WLAP 630 AM and WBUL 98.1 FM).

B. One (1) thirty second (:30) commercial spot during pre-game in each University regular season men's basketball game broadcast in the Lexington market (WLAP 630 AM and WBUL 98.1 FM).

C. One (1) thirty second (:30) commercial spot during post-game in each University regular season football game broadcast in the Lexington market (WLAP 630 AM and WBUL 98.1 FM).

D. One (1) thirty second (:30) commercial spot during post-game in each University regular season men's basketball game broadcast in the Lexington market (WLAP 630 AM and WBUL 98.1 FM).

E. One (1) in-game feature (e.g., injury report) during each University regular season game broadcast on the Big Blue Sports Network for the following sports: football, men's and women's basketball and baseball.

F. Inclusion in live mentions collectively recognizing all University Official Corporate sponsors during all Big Blue Sports Network radio broadcasts for the following sports: football, men's and women's basketball and baseball.

G. One (1) thirty second (:30) commercial spot in each University regular season football coach's show broadcast in the Lexington market (WLAP 630 AM and WBUL 98.1 FM).

H. One (1) thirty second (:30) commercial spot in each University regular season men's basketball coach's show broadcast in the Lexington market (WLAP 630 AM and WBUL 98.1 FM).

Company agrees to advertise on radio broadcasts of the University's football and men's basketball post-season games on the Big Blue Sports Network based upon regular season rates for the same frequency of advertising. Any amounts due and payable to IMG for post-season advertising shall be in addition to Fees payable and the additional \$10,000 of inventory to be purchased under Section VII of this Agreement.

II. Television. Inclusion in live mentions collectively recognizing all University Official Corporate Sponsors during all Big Blue Sports Network television broadcasts for the following sports/events: football, men's and women's basketball, baseball, Behind the Blue, the Catspy's and Big Blue Madness.

III. Signage/On-Site Benefits.

A. One (1) television signage panel at each University home football game.

B. One (1) static sign at each University home athletics event held at Memorial Coliseum.

C. One (1) LED sign at each University home baseball game at Cliff Hagan Field.

D. One (1) Official Corporate Sponsor banner collectively recognizing all University Corporate Sponsors at each University home athletics events in the following sports: baseball, women's basketball, volleyball, men's and women's soccer, softball, tennis and gymnastics.

E. A minimum of one (1) public address announcement at each University home event for the following sports: football, men's and women's basketball, baseball, volleyball, softball, men's and women's soccer and gymnastics.

F. The opportunity to conduct one (1) promotion at one (1) University home game/event for each of the following University sports: football, men's and women's basketball, baseball, volleyball, softball, men's and women's soccer and gymnastics.

G. Company shall have the right of first negotiation with IMG with respect to any rights (whether exclusive or non-exclusive) for signage or other in-venue recognition at any new University athletics facilities that are constructed during the Term of this Agreement or for signage opportunities at Rupp Arena in the event that IMG obtains such rights at any time during the term of this Agreement.

The initial copy displayed on any signage benefits granted to Sponsor in this Section III. shall be displayed at IMG's expense. If Sponsor desires to change the copy displayed on any such signage, such changes shall be made at Sponsor's expense.

IV. Print Benefits.

A. One (1) full page, full color advertisement on the inside back cover in each University football and men's basketball yearbook.

B. One (1) full page, full color advertisement on the inside back cover in each University football and men's basketball playbook.

- V. Internet Benefits.** Rotational logo recognition (to rotate among all University Official Corporate Sponsors) on a banner advertisement on the University's official athletics web site, www.ukathletics.com.
- VI. Big Blue Madness Benefits.** Sponsorship of the University's Big Blue Madness to include the following: (i) the opportunity to conduct one (1) on-court promotion during the event; (ii) one (1) thirty second (:30) commercial spot or one (1) live mention during the television broadcast of the event; and (iii) display space at the event as designated by IMG.
- VII. Endorsements.** Subject to compliance with NCAA bylaws and regulations, and provisions of each head coach's or athletic department personnel's contract with the University and/or IMG and prior commitments of each such head coach or athletic department personnel, the University's head football coach and head men's basketball coach shall each be available to Sponsor for one (1) commercial and/or photograph production session not to exceed three hours (3:00) in length, unless otherwise mutually agreed upon by the parties and such head coach.