

NAMING RIGHTS AGREEMENT

This NAMING RIGHTS AGREEMENT ("Agreement"), made and entered into this 17th day of December, 2013, but not effective until the Effective Date (as defined in Section 5.1 hereof), by and between Vanderburgh County, Indiana (hereinafter "VC") by its Board of Commissioners, and Old National Bank NA, (hereinafter "ONB").

WITNESSETH:

WHEREAS, VC has authority to, and does, operate and maintain an event center currently known as "The CENTRE" (hereinafter, such facility shall be referred to as "CENTRE"); and

WHEREAS, VC stands to benefit from economic developments in downtown Evansville, including a convention hotel project (hereafter "Convention Hotel") to be connected to the CENTRE; and

WHEREAS, VC is investing in economic developments in downtown Evansville, including a Convention Hotel to be connected to the CENTRE; and

WHEREAS, VC desires to obtain new signage for the CENTRE and grant naming rights to the CENTRE in exchange for further, third-party investments in economic development in downtown Evansville, including a Convention Hotel to be connected to the CENTRE; and

WHEREAS, ONB desires to obtain naming rights to the CENTRE for a Thirty-year period; and

WHEREAS, ONB agrees to provide new signage for the CENTRE and an investment in economic development in downtown Evansville, including a Convention Hotel to be connected to the Centre, all as described in Article IV below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I – NAME CHANGE; LOGO; PUBLIC RELATIONS; USE OWNERSHIP

Section 1.1 Name Change.

In accordance with this Agreement, the CENTRE name shall be changed to the:

Old National Events Plaza

VC retains the right to approve any subsequent change ONB requests to the CENTRE, provided such approval shall not be unreasonably withheld.

VC shall cause the CENTRE's displayed name on all current and future signage, materials and other locations whether within or outside of the CENTRE, to be changed to reflect the name "Old National Events Plaza."

VC will use its best efforts to make all references to the CENTRE made to any person, firm, corporation, or other entity, for the term of this Agreement, be the Old National Events Plaza, including references by VC made in local, regional, and national media coverage and advertising and to representatives thereof.

Section 1.2 Logo.

ONB and VC will work together to develop a mutually agreeable logo.

Section 1.4 Use of Name and Logos.

All uses of the name "Old National Events Plaza" and all logos associated therewith by VC or its licensees permitted by this Agreement shall be deemed to be approved with ONB's approval of the name and logo, consistent with Sections 1.1 and 1.2 above. VC will have exclusive rights to use the name "Old National Events Plaza" and its logo in connection with the services of promoting and organizing conventions, trade shows, civic and business meetings held at the CENTRE. VC agrees to observe reasonable guidelines as may be set by ONB in connection with the use of such logos, provided that such guidelines are consistent with industry norms and standards and ONB's naming rights to other venues in other communities (if any).

Section 1.5 Ownership of Name and Logos.

VC acknowledges and agrees that ONB is the owner of the exclusive right to use its own business name and logos associated therewith and any registrations therefore. VC will not at any time challenge ONB's exclusive right to such name and logos and will not use or permit the use of any name or logo confusingly similar to ONB's. ONB acknowledges VC's right to use the Old National Events Plaza name and logos as provided by this Agreement.

ARTICLE II – AMENTITIES

Section 2 Signage and Displays.

A. Locations: Unless otherwise provided herein, VC shall allow signage bearing the name Old National Events Plaza pursuant to this Agreement at the following locations:

- (I) CENTRE Exterior Building Locations
Name prominently placed on four sides of the CENTRE.
 - (II) Directional Signage
Directional roadside signage which is strategically placed along main thoroughfares leading to the CENTRE, based on existing signage locations.
 - (III) Interior Building Locations
Permanent signage in CENTRE Lobby.
 - (IV) Electronic Message Marquee
Intersection of Locust Street and Martin Luther King Boulevard
- B. Reports: ONB shall receive semi-annual reports from CENTRE management regarding events, promotions, attendance, media clippings, traffic and other elements from which ONB will derive value from their sponsorship.
- C. Signage production and installation costs: ONB shall be responsible for the costs and expenses of the initial production and installation of the signage, including obtaining any necessary permits. If the ONB should change their name during the term of this agreement, and such name is to be utilized by VC, ONB will be responsible for the costs associated with development of the new logo as well as the cost to replace ONB's name on all existing signage, stationary, business cards, etc.
- D. Signage maintenance and removal costs. VC, at its sole cost and expense and in accordance with Section 6.5 of this Agreement, shall be solely responsible for (i) the reasonable, ongoing maintenance of all signage, as well as any additional signage produced and or installed by VC during the course of this Agreement; and, (ii) removal of all signage upon termination of this Agreement. ONB shall NOT be responsible for appearance, maintenance or removal of signage.

ARTICLE III – ADVERTISING, HOSPITALITY AND PROMOTIONAL OPPORTUNITIES

Section 3.1 Advertising Policies.

Events may play the CENTRE that are sponsored by other business, and in that case, temporary banners or other signage may be hung, and/or public address announcements could be made referencing other business. ONB further acknowledges that VC is retaining the right to sell advertising rights at the CENTRE, subject to the provision set forth in Section 3.2.

Section 3.2 Product Category Exclusivity.

VC shall refrain from selling CENTRE permanent advertising rights to any person, firm, corporation, or entity that is engaged in the business of financial services, unless the VC has written permission from ONB, which shall not be unreasonably withheld.

Section 3.3 Ticket and Website Branding.

Throughout the Term, VC, at its sole expense, shall ensure that the CENTRE name and CENTRE Logo shall be included on the face of all public event ticket stock in connection with the use of the CENTRE. VC shall also, throughout the Term, at its sole expense, ensure that the CENTRE name is included in a primary position on the CENTRE's official view display pages.

Section 3.4.1 Hospitality.

Each year of the Term, ONB shall receive two (2) "rent free" uses of the CENTRE for its own private use. The date, time, length and number of guests for such use shall be subject to VC's prior approval, which shall not be unreasonably withheld, conditioned or delayed. ONB shall be responsible for all costs associated with such use (other than rent), including, but not limited to, guest admission tickets, food, beverages, decorations, and wait staff.

Section 3.4.2 Tickets.

Each year of the Term, VC shall provide ONB ten (10) VIP reserved seats for its use at each public event held in the auditorium of the CENTRE.

ARTICLE IV – CONSIDERATION

Section 4.1 Investment.

ONB, or a subsidiary or affiliate of ONB, shall make a one-time investment of up to Fourteen Million Dollars (\$14 million) in economic development in downtown Evansville, Indiana, including specifically the downtown Convention Hotel project (the "Investment").

Section 4.2 New Signage Costs and Installation.

ONB agrees to absorb the costs of installation and any initial new signage for the CENTRE as set forth in Section 2 of this Agreement which is not otherwise provided for by the investment set forth in Section 4.1 of this Agreement, or any other investments made by other parties to the Convention Hotel project.

ARTICLE V – TERM / TERMINATION

Section 5.1 Term.

The initial term of this agreement shall commence on the Effective Date, as defined hereafter, and shall continue for thirty (30) years, unless otherwise terminated in accordance with Section 5.2. The Effective Date shall be the date upon which ONB, or a subsidiary or affiliate of ONB, enters into an agreement to make the Investment.

Section 5.2 Termination.

5.2.1 Term

(1) Termination by ONB. This Agreement may be terminated by ONB at any time, for any reason, by ONB upon sixty (60) day notice to VC.

(2) Termination by VC. This Agreement may be terminated by VC only upon the ONB failing to comply with a material term or condition of, or to satisfy a material obligation it has assumed under this Agreement;

5.2.2 Remedies Available Upon Termination of a Party's Rights.

(1) Should this Agreement be terminated by either party for a material breach of this Agreement, the non-breaching party shall be entitled to recover damages, including consequential damages, incurred as a result of the breach.

(2) Notwithstanding anything in this Agreement, ONB shall not be entitled to a refund of the sums invested in Section 4.1 of this Agreement, but shall otherwise be entitled to recover damages as set forth in subsection 5.2.2(1).

ARTICLE VI – VC'S REPRESENTATIONS AND WARRANTIES

Section 6.1 Authorization.

VC has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated herein. All acts, resolutions and or proceedings required for the authorization, execution, delivery, and performance of this Agreement have been taken. This Agreement and all documents and instruments delivered hereunder are legal, valid, and binding on VC and enforceable in accordant with their respective terms.

Section 6.2 Authority/ownership.

VC has the exclusive authority to control and or ownership of the CENTRE and shall retain all rights and privileges of said authority and or ownership. VC retains all rights and privileges; including but not limited to, decisions regarding programming, operations, financial affairs, promotions, marketing and management.

Section 6.3 Compliance.

To the best of VC's knowledge, the ownership and operation of the CENTRE have been and are on the date hereof being conducted in compliance with all applicable federal, state, and local laws, rules, and regulations, including but not limited to environmental laws. VC is not in violation or breach of, or in default under any term or provision of any business commitment with any other party, and no event has occurred that, with the giving of notice or the passage of time or both, would constitute such a violation, breach or default. The execution, delivery and performance by VC of this Agreement will not:

- (I) require any consent or approval from any person not already received:
- (II) require any authorization, consent, approval, license, exemption by or filing or registration with any court or governmental department, commission, board, bureau, agency, or instrumentality of government which has not been validly and lawfully obtained:
- (III) cause VC to violate or contravene any provision of law, any rule or regulation of any agency or government, whether federal, state, local, or foreign, any order, writ, judgment, injunction , decree, determination or award;
- (IV) violate or be in conflict with, result in a breach of or constitute (with or without notice or the lapse of time or both) a default under any contract with any other party; or
- (V) result in the creation or imposition of any lien. VC is not subject to any restriction of any kind or character which materially and adversely affects in any way the business, property, or assets of the CENTRE or which prohibits VC from entering into this Agreement or would prevent or make burdensome the performance of or compliance with all or any part of this Agreement or the consummation of the transactions contemplated hereby.

Section 6.4 Disclosures.

To the best of VC's knowledge, there is no fact known to VC, which VC has not fully disclosed to ONB in writing with respect to the assets, liabilities, financial condition, employees, ownership or performance of VC or the CENTRE, or, to the best of VC's knowledge, with respect to marketing, business prospects, competition, industry or similar factors of general application, which would or may be likely to have a materially adverse effect upon the existing or expected financial condition, business retention,

operating results, assets, customer relations, employee relations or business prospects of the CENTRE.

Section 6.5 Ongoing best efforts to maintain appearance of signage.

VC hereby represents and warrants that it, at its sole cost and expense, shall use its best efforts to keep all CENTRE signage in good appearance and repair throughout the Term of this Agreement (including, without limitation, replacement of any faded, damaged, obsolete or defective signage).

ARTICLE VII – ONB’S REPRESENTATIONS AND WARRANTIES

Section 7.1 Authorization.

ONB has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated herein. All acts and proceedings required for the authorization, execution, delivery, and performance of this Agreement have been taken. This Agreement and all documents and Instruments delivered hereunder are legal, valid, and binding on ONB and enforceable in accordance with their respective terms.

Section 7.2 Compliance.

ONB have been and are on the date hereof being conducted in compliance with all applicable federal, state, and local laws, rules, and regulations, including but not limited to environmental laws. ONB is not in violation or breach of, or in default under any term or provision of any business commitment with any other party, and no event has occurred that, with the giving of notice or the passage of time or both, would constitute such a violation, breach or default. The execution, delivery and performance by ONB of this Agreement will no:

- (I) require any consent or approval from any person not already received;
- (II) require any authorization, consent, approval, license, exemption by or filing or registration with any court or governmental department, commission, board, bureau, agency, or instrumentality of government which has not been validly and lawfully obtained;
- (III) cause ONB to violate or contravene any provision of law, any rule or regulation of any agency or government, whether federal, state, local, or foreign, any order, writ, judgment, injunction, decree, determination or award;

- (IV) violate or be in conflict with, result in a breach of or constitute (with or without notice or the lapse of time or both) a default under any contract with any other party; or
- (V) result in the creation or imposition of any lien

Section 7.3 Disclosures.

There is no fact known to ONB, which ONB has not fully disclosed to VC in writing with respect to marketing, business prospects, competition, industry or similar factors of general application, which would or may be likely to have a materially adverse effect upon the existing or expected financial condition, business retention, operating results, assets, customer relations, employee relations or business prospects of the ONB.

ARTICLE VIII – INSURANCE

Property damage coverage on the CENTRE will at all times be maintained by VC.

ARTICLE IX – INDEMNIFICATION

Section 9.1 Indemnification.

Each party hereto shall indemnify and hold the other (hereinafter the “indemnified parties”) harmless from any and all losses, claims, actions, damages, and expenses, including attorneys’ fees, arising out of or resulting from every act or omission of the indemnifying party or any of its officers, under this agreement.

ARTICLE X – MISCELLANEOUS

Section 10.1 Amendments.

Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

Section 10.2 Severability.

If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement, or the application of such provision to such person, entity or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Section 10.3 Force Majeure; Substantial Damage.

In the event that either party to this Agreement is unable to perform its obligations hereunder or to enjoy any of its benefits because of the substantial damage or destruction of the CENTRE due to any cause, a natural disaster, or action or decree of a governmental body with appropriate jurisdiction (hereinafter referred to as a "Force Majeure Event"), the party that has been so affected shall immediately give notice to the other party of such fact and shall do everything possible to resume its performance. Upon the other party's receipt of such notice, each party's obligations hereunder shall be suspended for the period of such Force Majeure Event. If the Force Majeure Event lasts for a period of two (2) or more years from and after the date that the other party receives notice of such Force Majeure Event and that party that received such notice has been able to perform its obligations hereunder despite such Force Majeure Event, the party that received such notice may terminate this Agreement by giving notice thereof to the party unable to perform because of such Force Majeure Event.

Section 10.4 Survival of Indemnities.

Termination of this Agreement shall not affect the right of VC or ONB to enforce any and all indemnities and representations and warranties given or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof.

Section 10.5 Successors and Assigns.

ONB may assign this Agreement to any parent, subsidiary, or entity purchasing substantially all of the assets of ONB. VC retains the right to approve any name change to CENTRE pursuant to Section 1.1. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors and assigns.

Section 10.6 Entire Agreement.

This Agreement shall constitute the entire agreement of the parties. Any and all prior agreements or understandings of the parties shall, upon execution of this Agreement be null and void.

Section 10.7 Waiver.

Any term or condition of this Agreement may be waived at any time by the party entitled to the benefit thereof. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.

Section 10.8 Relationship of Parties.

Except as may otherwise be expressly provided herein, the parties shall not be considered agents, employees, partners, or joint ventures of one another under the terms of the Agreement for any reason whatsoever.

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Section 10.9 Agreement Executed in Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth in Section 5.1 hereof.

Vanderburgh County, Indiana, Board of Commissioners:

By:




Marsha Abel, President

Date: 12/17/13



Joe Kiefer, Vice-President

Date: 12/17/13

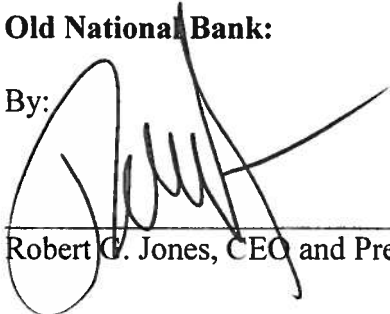


Stephen Melcher, Member

Date: 12/17/13

Old National Bank:

By:



Robert G. Jones, CEO and President

Date: 12/17/13