

**Title Sponsorship
Agreement**

**Pinnacle Bank
And
West Haymarket
Joint Public Agency**

Pinnacle Bank Arena

TITLE SPONSORSHIP AGREEMENT

This Title Sponsorship Agreement (the "Agreement") is made and entered into to be effective on the date of execution by the West Haymarket Joint Public Agency and the City of Lincoln, Nebraska, a municipal corporation (the "Effective Date") by and between the following parties (the "Parties"):

- (i) The West Haymarket Joint Public Agency (the "JPA");
- (ii) Pinnacle Bank; and
- (iii) The City of Lincoln, Nebraska, a municipal corporation (the "City").

WHEREAS, the JPA has undertaken the development and construction of an Arena with a 14,970 seat capacity in its basketball seating configuration (the "Arena"); and

WHEREAS, the JPA contemplates the Arena to be the principal venue in Lincoln, Nebraska for athletic events, musical performances, and other entertainment activities; and

WHEREAS, the University of Nebraska-Lincoln (hereinafter "UNL") Men's and Women's Basketball Teams will be the primary tenants of the Arena with UNL holding certain rights and privileges in regard to the Arena; and

WHEREAS, Pinnacle Bank desires to become the Title Sponsor of the Arena.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and intending to be legally bound hereby, the JPA and Pinnacle Bank agree as follows:

- (1) **Term of Agreement.** This Agreement shall commence as of the Effective Date and shall continue in full force and effect through and including August 31, 2038 unless this Agreement is terminated earlier pursuant to the provisions hereof.
- (2) **Exclusive Title Sponsorship.** From and after the Effective Date, Pinnacle Bank shall be the exclusive Title Sponsor of the Arena subject to the terms and conditions set forth herein.
- (3) **Title Sponsorship Fee.**

- (a) **Base Fee.** The Base Fee for the sponsorship rights and privileges granted to Pinnacle Bank pursuant to this Agreement shall, subject to the adjustments set forth in (e), (f), (g) and (h) below, be Eleven Million, Two Hundred and Fifty Thousand Dollars (\$11,250,000) (the “Base Fee”). The Base Fee shall be paid by Pinnacle Bank, or its holding company, Pinnacle Bancorp, Inc., a Nebraska corporation (the “Holding Company”) in twenty-five installments as set forth herein.
- (b) **First Installment Payment.** The first Base Fee installment payment in the amount of Two Hundred, Eighty Thousand Dollars (\$280,000) shall be paid on or before thirty (30) calendar days after the Effective Date.
- (c) **Subsequent Installment Payments.** The second Base Fee installment payment in the amount of Two Hundred, Eighty Thousand Dollars (\$280,000) shall be paid to the JPA on or before July 31, 2012 and each of the twenty-three remaining annual Base Fee installment payments in the amounts set forth below shall be paid to the JPA on or before the first day of September starting in 2015:

Payment Number	Due Date	Amount
3	September 1, 2015	\$280,000
4	September 1, 2016	\$280,000
5	September 1, 2017	\$280,000
6	September 1, 2018	\$280,000
7	September 1, 2019	\$280,000
8	September 1, 2020	\$280,000
9	September 1, 2021	\$280,000
10	September 1, 2022	\$280,000
11	September 1, 2023	\$563,333
12	September 1, 2024	\$563,333
13	September 1, 2025	\$563,333
14	September 1, 2026	\$563,333
15	September 1, 2027	\$563,333
16	September 1, 2028	\$563,333
17	September 1, 2029	\$563,333
18	September 1, 2030	\$563,333
19	September 1, 2031	\$563,333
20	September 1, 2032	\$563,333
21	September 1, 2033	\$563,333
22	September 1, 2034	\$563,333
23	September 1, 2035	\$563,333
24	September 1, 2036	\$563,333
25	September 1, 2037	\$563,338

- (d) Semi-Annual Payments. Pinnacle Bank or its Holding Company may, at its sole discretion, pay the Base Fee installment payments semi-annually with the first payment being due on September 1 of the term year and the second installment being due on March 1 of the term year. All payments made by the Holding Company shall be treated the same as if made by Pinnacle Bank.
- (e) Accelerated Payments. Pinnacle Bank or the Holding Company may, at any time or times, in its sole discretion, prepay all or any portions of any one or more of the base fee installment payments set forth in (a) through (c) above by paying to the JPA, in lieu of the amount of the installment set forth above, a discounted amount (the "Discount Amount"). The Discount Amount shall be the present value of the base installment payment set forth above discounted from the date of the scheduled installment payment set forth above to the date of the actual prepayment made by Pinnacle Bank or the Holding Company using a discount rate of 4.00%.
- (f) NSAA Bonus Payments. Pinnacle Bank or the Holding Company shall make an additional annual payment to the JPA of \$20,000 for each year during the term of this Agreement in which the Arena serves as a site for any one or more of the following NSAA state tournament competitions: volleyball, boys basketball, girls basketball, or wrestling. This additional \$20,000 payment shall be paid on September 1st of the year prior to the relevant state tournament regardless if the Arena serves as a site for one or more of the aforementioned NSAA state tournaments during such year.
- (g) Performance Discounts. Beginning in the September 2024 - August 2025 term year and for each term year thereafter, Pinnacle Bank shall receive a 20% discount off the base fee for each term year that the Arena does not meet or exceed 500,000 in Arena Event attendance or does not hold at least seventy-five (75) Arena Events during the prior term year. Beginning in the September 2024 - August 2025 term year and for each term year thereafter, Pinnacle Bank shall receive a 30% discount off the base fee for each term year that the Arena does not meet or exceed 400,000 in Arena Event attendance or does not hold at least sixty (60) Arena Events during the prior term year. Accelerated payments shall not be discounted for failure to reach attendance or event targets during the installment term year.
- (h) Minimum Arena Media Advertising Discount. Beginning in the September 2013 - August 2014 term year, the JPA shall confirm and report to Pinnacle Bank that the Arena Operator, Event Promoters, Event Presenters, Event Sponsors, Tenants, and Licensees spent or bartered for a minimum of \$750,000 in media advertising promoting the Arena and/or Arena Events ("Media Advertising Spending") during each term year. If the minimum of \$750,000 in Media Advertising Spending is not reached

during any year, Pinnacle Bank shall receive a discount off of its next annual Base Fee installment payment equal to ten percent (10%) of the difference between \$750,000 and the actual amount spent or bartered for on Media Advertising by the Arena Operator, Arena Event Promoters, Event Presenters, Event Sponsors, Tenants, and Licensees promoting the Arena and/or Arena Events during such term year. The minimum media advertising discount may be deducted from the portion of the annual Base Fee which Pinnacle Bank has not prepaid or from any NSAA Bonus Payment which becomes due during the term year following the term year during which the minimum media advertising spending under 3(h) above was not met. If Pinnacle Bank has prepaid the entire Base Fee for the year in question, no further deduction shall be available to Pinnacle Bank for such Base Fee.

- (i) Annual Reporting. On or by January 1st of each term year, beginning with the January 1 following the term year ending on August 31, 2014 the JPA shall report in writing to Pinnacle Bank the total Arena attendance, the number of Arena Events, and the total amount spent or bartered for on Arena media advertising by the Arena Operator, Event Promoters, Event Presenters, Event Sponsors, Tenants, and Licensees for the previous term year.
- (j) Delinquent Payments. In the event any installment is not paid on or before the date it is due and payable, such amount shall be delinquent. Delinquent amounts shall bear interest from the date of delinquency to the date the full payment is received by the JPA at an annual rate equal to the prime rate (published as the United States national average prime rate in The Wall Street Journal on the payment due date) plus three (3) percentage points, but in no event greater than the maximum amount permitted by applicable law.
- (k) Remittances of Installment Payments to be Made to the JPA. Pinnacle Bank shall remit all Installment Payments as calculated under (a) through (j) above directly to the JPA. Such remittances shall be made payable to the JPA, in care of the address specified in this Agreement.
- (l) Payments Net. All payments of the Total Fee shall be net of all fees and applicable taxes directly tied to such payments, and shall be payable in full to the JPA, with the exception that any taxes, fees, or surcharges imposed on Pinnacle Bank's payments to the JPA by the City shall be counted as a part of Pinnacle Bank's payment to the JPA.

- (m) **Set-Off for Minimum Media Advertising.** In the event that Pinnacle Bank has prepaid all of the base installment payments due to the JPA under 3(a) through 3(c) above in accordance with the prepayment provisions of 3(e) above and, thereafter, Pinnacle Bank becomes entitled to a discount under 3(h) above, then Pinnacle Bank shall be entitled to set-off the discount it is eligible for under 3(h) against any bonus payment that it may owe to the JPA under 3(f) above for the term year following the term year during which the minimum media advertising spending under 3(h) above was not met.

- (4) **Name of Arena.** On and as of the Effective Date, the name of the Arena shall be the "Pinnacle Bank Arena".
 - (a) From and after the Effective Date, any and all announcements relating to the Arena or print or broadcast media advertising for the Arena or an Arena Event as defined below, shall refer to the Arena as the "Pinnacle Bank Arena."
 - (b) "Arena Event" shall mean and include every public event, presentation, or performance that occurs in the Arena, whether or not tickets are issued or offered for sale for admission to any such event, presentation, or performance, whether or not admission is actually charged therefore, and whether the Arena Event is produced by or for the JPA, directly or indirectly, pursuant to permission, license, or lease by the JPA.
 - (c) The JPA shall require any entity conducting an Arena Event to refer to the Arena as the Pinnacle Bank Arena on ticketing for the Arena Event, in announcements relating to the Arena, and in print or broadcast media advertising for the Arena or an Arena Event. In particular, this provision shall apply to UNL and its use of the Arena under the UNL Agreement as defined in Section (28)(d) below.

- (5) **Pinnacle Bank Arena Logo.** The JPA and Pinnacle Bank have agreed upon designs for the Pinnacle Bank Arena Logo including, but not limited to, sizes, coloring, lettering style, and any graphic art standards for usage of the Logo. The Pinnacle Bank Arena Logo (the "Logo") shall consist of one of the graphic designs shown in Exhibit B (attached) including the name "Pinnacle Bank Arena" preceded by the "Diamond."

- (6) **Title Sponsor Signage and Visibility Allowance.** It is anticipated by the parties that all costs associated with the design, manufacture, purchase, installation, and sign permits (if any sign permits are required) of the Title Sponsor Signage and Visibility set forth in subparagraph (a) (i), (ii) and (iii) below will not exceed \$500,000.00 (the "Anticipated Signage Cost"). The Anticipated Signage Cost shall be the sole and separate responsibility and obligation of the JPA. If the actual costs to design, construct, and install the

Title Sponsorship Signs referred to in (a) (i), (ii) and (iii) below exceed the Anticipated Signage Cost then the JPA shall pay such excess cost, unless such excess cost is solely attributable to the act or inaction of Pinnacle Bank in which case Pinnacle Bank shall pay such excess cost. In addition to the Anticipated Signage Cost, the JPA shall be solely and separately responsible for and pay all of the costs associated with all of the signage described in subparagraphs (b) through (g) below. The JPA shall be solely and separately responsible for the ongoing maintenance, repair, and replacement (if necessary) of the specific signs set forth in (a) through (g) below and all utility charges associated with such signs. The cost and expense of any additional signage not set forth below (the "Additional Signage"), which may be agreed to by the parties to this Agreement shall be the sole and separate responsibility of Pinnacle Bank including, but not limited to, all costs associated with the design, manufacture, purchase, and installation of such Additional Signage; however, unless otherwise agreed to in writing, the JPA shall be solely and separately liable and responsible for the ongoing maintenance, repair, and replacement (if necessary) of any such Additional Signage and all utility charges associated with such Additional Signage.

- (a) Exterior Principal Title & Exclusive Sponsor Identification Signs. Three (3) signs on the exterior of the Arena shall display the Logo as follows:
- (i) One exterior sign shall be located on the north side of the Arena on the upper façade near the roof and, unless otherwise agreed to in writing by Pinnacle Bank, the dimensions of the name "Pinnacle Bank Arena" shall be at least 160' wide and 13' 6" high, and the dimensions of the "Diamond" shall be at least 15' wide and 26' high;
 - (ii) One exterior sign shall be located on the Arena above the main south entrance to the Arena and, unless otherwise agreed to in writing by Pinnacle Bank, the dimensions of the name "Pinnacle Bank Arena" shall be at least 60' wide and 5' high, and the dimensions of the "Diamond" shall be at least 6' wide and 10' high;
 - (iii) One exterior sign shall be located on the Arena above the main northeast entrance to the Arena and, unless otherwise agreed to in writing by Pinnacle Bank, the dimensions of the name "Pinnacle Bank Arena" shall be at least 60' wide and 5' high, and the dimensions of the "Diamond" shall be at least 6' wide and 10' high;
 - (iv) The JPA shall have the right to install one large "N" sign on the exterior of the Arena at the JPA's expense. In addition, the JPA shall have the right to install signs on the exterior of the Arena

indicating the locations of the box office and the entrance for the premium level as well as an interior sign which will be visible from the outside for the Adidas Husker Authentic Store all at the JPA's expense, the approximate locations of which are shown on the attached Exhibit C. Those signs may include the name of a sponsoring entity. With the exception of the "N" sign, the signs referred to in this subsection shall not be mounted on the exterior at a higher level than the primary Pinnacle Bank Arena signs and the letters on the signs will be no more than three feet in height. None of the signs referenced in this section shall promote or identify any bank, credit union, or any other business which engages in retail, commercial, business, agricultural, or electronic banking in the State of Nebraska without Pinnacle Bank's prior written consent, which consent may be withheld by Pinnacle Bank in its sole and absolute discretion;

- (v) Except as noted above, the signs shall be constructed in accordance with specifications to be mutually agreed upon (which agreement shall not be unreasonably withheld, delayed, or denied by either Party);
 - (vi) Unless Pinnacle Bank consents in writing to the contrary, which consent may be withheld by Pinnacle Bank in its sole and absolute discretion, the signs identified at (i) through (v) above, together with any additional exterior signs that may be installed on the Arena pursuant to Section (7) (l) or Section (7) (m) below by Pinnacle Bank, shall be the only signs either on the exterior of the Arena or on the interior, but designed to be seen from the outside of the Arena; provided, however, that regardless of the foregoing, exterior directional signs, signs for safety and designating entrance and exit doors, and temporary signs promoting a specific Arena Event may be posted on the exterior of the Arena.
- (b) Scoreboard. The Logo shall be prominently displayed on the center hung scoreboard (or any feature which is later installed to serve the same function as the center hung scoreboard) so that it may be easily viewed by spectators seated in all four quadrants of the Arena; and, if possible, on the bottom of the center hung scoreboard. The JPA shall review with Pinnacle Bank the design of the scoreboard and location(s) of the Logo. All final designs, materials, locations, and sizes of the Logo on the scoreboard shall be decided jointly by the JPA and Pinnacle Bank. Neither the JPA nor Pinnacle Bank shall unreasonably withhold or delay its approval of such designs and materials.

- (c) Exterior Doors. The JPA shall cause the Logo to appear on the exterior doors at public entrances to the Arena. All final designs and materials for the Logo shall be decided jointly by the JPA and Pinnacle Bank. Neither the JPA nor Pinnacle Bank shall unreasonably withhold or delay its approval of such designs and materials.
- (d) Marquee. Pinnacle Bank understands that at this time the JPA's Arena construction budget does not include a marquee sign. Should any marquees be constructed, the JPA shall cause the Logo to be placed on any and all marquees for the duration of this Agreement. Furthermore, should a LED board be included on any marquee and promotional spots be permitted, the LED board shall be operational at least one hour before, during, and one hour after all Arena Events, and Pinnacle Bank shall receive two and a half (2½) minutes of promotional spots on the LED board for every hour that the LED board is in operation.
- (e) Light Pole Banners & Flag Poles. The Logo shall be placed on light pole banners on plaza, sidewalk, or pedestrian bridge light poles adjacent to the Arena in locations to be mutually agreed upon, which shall not be less than every third light pole. Additionally, if any flag poles are installed on or adjacent to the Arena which are controlled by the JPA or the Arena Operator, Pinnacle Bank shall be entitled to have a flag displaying the Logo or the Pinnacle Bank name and logo hung on said flag poles below the flags of the United States of America and the State of Nebraska.
- (f) Arena Seats. The Logo shall be placed on all applicable arena seat aisle end panels. All final designs, materials, locations, and sizes shall be decided jointly by the JPA and Pinnacle Bank. Neither the JPA nor Pinnacle Bank shall unreasonably withhold or delay its approval of such designs and materials.
- (g) Concourse Signs. Pinnacle Bank will receive two (2) concourse signs on the main concourse and two (2) concourse signs on the upper concourse at locations to be mutually agreed upon. The JPA shall pay the initial costs to design and install the signage. Pinnacle Bank shall pay for any subsequent changes to the signage.
- (h) Subject to the rights granted to Pinnacle Bank pursuant to this Agreement, the JPA shall have the exclusive right to seek, negotiate, and obtain agreements regarding the right to all other temporary and/or permanent signage inside or outside the Arena. During UNL events UNL will hold exclusive rights to the LED format (scoreboard, scorer's table, ribbon boards, or other locations) or other temporary signage in the seating bowl.

- (i) UNL has the exclusive right to sell, license, or grant the right to name the basketball playing court, UNL locker rooms, HuskerVision production room, athletic medicine areas, and any UNL office space.
- (7) **Additional Signage.** From the funds received as the installment payments due hereunder, the JPA shall provide and pay for all costs associated with the design, manufacture, purchase, installation, and sign permits (if any sign permits are required) repair, maintenance, and replacement (if necessary) for the following additional signage at no expense to Pinnacle Bank except where noted:
- (a) Visibility at Construction Site. The Logo shall receive visibility at or around the Construction Site in location(s) to be mutually agreed upon.
 - (b) Directional and Facility Signage. The JPA shall:
 - (i) cause signage which gives directions to the Arena and which is on buildings, facilities, streets, and rights of way owned by the JPA to identify the Arena as the Pinnacle Bank Arena;
 - (ii) use its best efforts to cause signage which gives directions to the Arena on buildings, streets, and rights of way not owned by the JPA to identify the Arena as the Pinnacle Bank Arena;
 - (iii) cause Arena marketing materials and press releases prepared and/or used by the JPA, the Arena Operator, Event Promoters, or Event Sponsors to display the name "Pinnacle Bank Arena" or the Logo, including maps and diagrams produced by the JPA for public distribution;
 - (iv) cause the appropriate governmental authorities to name the street directly west of the Arena, as shown on Exhibit D attached, "Pinnacle Bank Arena Drive" or "Pinnacle Arena Drive";
 - (v) request that the appropriate governmental authorities use the name "Pinnacle Bank Arena" on road and highway signs; and
 - (vi) identify the Arena as the "Pinnacle Bank Arena" and place the Logo on major directional signs on the interior of the Arena and related parking facilities including building directories, elevators, and the like; and
 - (vii) make its best efforts to have the official address of the Arena include the name "Pinnacle Bank Arena Drive" or "Pinnacle Arena Drive."

- (c) South Lobby. Pinnacle Bank shall have the right to use space in the South Lobby for company recognition at a location to be mutually agreed upon. All costs associated with the recognition shall be paid by Pinnacle Bank.
- (d) Concourse Kiosks. Pinnacle Bank shall have the right to install kiosks advertising and marketing Pinnacle Bank and its services on the concourses next to the Pinnacle Bank ATMs or the other bank self service machines referred to in Section (12) below at locations to be mutually agreed upon. All costs associated with the design, construction, installation, maintenance, repair, and replacement of the kiosks shall be paid by Pinnacle Bank. Pinnacle Bank may, in its sole discretion and at its sole cost and expense, have the Kiosks staffed by Pinnacle Bank personnel during all Events held at the Arena; however, such personnel shall be prohibited from handing out materials promoting and/or advertising Pinnacle Bank during all UNL Events.
- (e) IPTV. Pinnacle Bank understands that at this time the JPA's Arena construction budget does not include IPTV. Should IPTV be added to the Arena construction budget, Pinnacle Bank will receive ten (10) minutes of exposure evenly distributed throughout the Event, at least half of which time shall be full screen and the other half will be the equivalent of a quarter of the screen, on path of travel and destination television monitors during each Arena Event. Pinnacle Bank shall provide all advertising material and promotional spots at its expense.
- (f) Digital Fascia Signage and Scoreboard LED Video Boards and Ring. Pinnacle Bank will receive a minimum of five (5) minutes of exposure on the digital fascia signage during all non-UNL Arena Events during which the digital fascia signage is used and controlled by the JPA or Arena Operator; and a minimum of five (5) minutes of exposure on the scoreboard LED video boards and scoreboard LED ring during non-UNL Arena Events for which the scoreboard LED video boards and the scoreboard LED ring are used and controlled by the JPA or Arena Operator. Pinnacle Bank shall provide the advertising or promotional material for the above-referenced usage.
- (g) Floor Mats. The Logo shall be placed on all floor mats which are used inside and outside the Arena at all public entrances into the Arena and at all doorways in the Arena leading from the Arena concourses into the seating bowl of the Arena.

- (h) HaymarketNow Website. All references to “West Haymarket Arena” shall be removed and the name “Pinnacle Bank Arena” shall be displayed on the HaymarketNow website. Pinnacle Bank shall have the right to approve the design and location of any Pinnacle Bank Arena references or logos on the HaymarketNow website. The HaymarketNow website shall also include a link to the Pinnacle Bank website. No content on the HaymarketNow website nor any advertising on the HaymarketNow website shall promote or identify any other bank, credit union, or any other business which engages in retail, commercial, business, agricultural, or electronic banking in the State of Nebraska without Pinnacle Bank’s prior written consent, which consent may be withheld by Pinnacle Bank in its sole and absolute discretion.
- (i) Arena Website. The JPA has secured the domain name www.PinnacleBankArena.com (“Arena Website”). Whenever the URL is displayed, it shall be capitalized as follows: “PinnacleBankArena.com.” The JPA shall maintain the Arena Website which shall include a prominent link on its face page to the Pinnacle Bank website. Pinnacle Bank shall have the right to approve the website layout and all content on the website which approval shall not be unreasonably withheld. If advertising is sold on the Arena Website, Pinnacle Bank shall receive space and time on the Arena Website commensurate with the most prominent website advertiser at no additional cost, provided Pinnacle Bank provides suitable material for use on the website. Provided, however, regardless of the foregoing, no content on the Arena Website nor any advertising on the Arena Website shall promote or identify any other bank, credit union, or any other business which engages in retail, commercial, business, agricultural, or electronic banking in the State of Nebraska without Pinnacle Bank’s prior written consent, which consent may be withheld by Pinnacle Bank in its sole and absolute discretion.
- (j) Facebook Page and other Social Media. Pinnacle Bank and the Logo will be included on the Arena Facebook page and any other appropriate Arena social media whether currently existing or hereafter developed. Pinnacle Bank shall have the right to approve the Arena Facebook page layout and content as well as the layout and content of any other Arena social media, which approval shall not be unreasonably withheld. Provided, however, that regardless of the foregoing, no content or advertising on the Arena Facebook page, nor any content or advertising on any other Arena social media shall promote or identify any other bank, credit union, or any other business which engages in retail, commercial, business, agricultural, or electronic banking in the State of Nebraska without Pinnacle Bank’s prior written consent, which consent may be withheld by Pinnacle Bank in its sole and absolute discretion.

- (k) Pinnacle Bank Entrance. The JPA shall provide an expedited entry point for Pinnacle Bank customers on the south side of the Arena at a location to be mutually agreed upon between the parties with the signage to be provided at Pinnacle Bank's expense. The expedited nature of the entry point shall be suspended during times and events when the nature of the event would, in the reasonable opinion of the Arena Operator, interfere with the timely and orderly admission into the event.
- (l) South Exterior Façade Signage. At Pinnacle Bank's sole discretion, a sign displaying the Logo may be installed on the south exterior façade of the Arena at Pinnacle Bank's cost; provided, however, to the extent that the actual costs incurred by the JPA in designing, constructing, and installing the Title Sponsorship Signage identified at Section (6) (a) (i) through (iii) above are less than the Anticipated Signage Cost and the surplus is not used for either roof signage or additional West Façade Signage as is referenced in Section 7(m) below, the JPA shall contribute the difference to the costs of the design, construction, and installation of South Façade Signage. The sign shall be constructed in accordance with specifications to be mutually agreed upon (which agreement shall not be unreasonably withheld, delayed, or denied by either Party).
- (m) Roof Signage & Additional West Façade Signage. Pinnacle Bank shall have the right, in its sole discretion, to install a sign with, or paint or light the Logo on the roof of the Arena (the "Roof Sign") in a manner so that it is not visible from the ground level at the arena site. The sign shall be constructed in accordance with specifications to be mutually agreed upon (which agreement shall not be unreasonably withheld, delayed, or denied by either Party). Additionally, Pinnacle Bank shall have the right, in its sole discretion, to install an exterior sign on the west side of the Arena on the upper façade near the roof which would have dimensions for the name "Pinnacle Bank Arena" of at least 160' wide and 13'6" high and dimensions of the "Diamond" of at least 15' wide and 26' high (the "West Exterior Sign"). All costs associated with designing, constructing, and installing the Roof Sign and/or the West Exterior Sign shall be paid for by Pinnacle Bank; provided, however, to the extent that the actual costs incurred by the JPA in designing, constructing, and installing the Title Sponsorship Signage identified in Section (6)(a)(i) through (iii) above are less than the Anticipated Signage Cost, the JPA shall contribute the difference to the costs of the design, construction, and installation of the Roof Sign and/or the West Exterior Sign.

- (n) Non-UNL Event Signage. In accordance with Section (10) below, Pinnacle Bank shall have a right of first refusal for all temporary signage under the control of the JPA or its operator located in the bowl during all non-UNL events. No signage that is in the Arena as a result of a commercial relationship with the University of Nebraska-Lincoln shall be visible during non-UNL events without Pinnacle Bank's prior written consent, which consent may be withheld by Pinnacle Bank in its sole and absolute discretion.
 - (o) Concession Stand Signage. If any concession stands located within the Arena contain any separate LED boards or televisions which advertise or promote any products or events other than those being sold in any Arena concession stand, then Pinnacle Bank shall have time and exposure equal to the most prominent advertiser on such medium. Any advertising in any such concession stand shall be subject to the restrictions set forth in Section (9) below regarding a Competing Bank.
- (8) **Design Elements for Title Sponsorship Identification:** The specific design of all identification and signage contemplated by this Agreement, including but not limited to the size, color, and location thereof, shall be subject to Exhibit B and to the following provisions:
- (a) Subject to the allocation of responsibility for costs set forth in Sections (6) and (7) above, the JPA and Pinnacle Bank shall work together in a commercially reasonable manner to develop the design of the identifications and signage contemplated by this Agreement;
 - (b) The design shall be subject to the mutual approval of the JPA and Pinnacle Bank which approvals, in both instances, shall not be unreasonably withheld or delayed;
 - (c) The design shall be subject to the requirements of (and any required approval by) any governmental authority(ies) having jurisdiction over the same other than the JPA; provided, however, that if necessary and/or required by the City, the JPA shall, at its expense, request that the City designate the Arena and its immediate surrounding area as a Special Sign District under 27.69.300 of the City's Municipal Code in order to allow the exterior installation of the signs referred to in Sections (6) and (7) above;
 - (d) The JPA and Pinnacle Bank shall work together in a commercially reasonable manner to obtain any third party approvals which may be required for the design of the signage contemplated by this Agreement;

- (e) Upon final approval of the design for the applicable signage and receipt of any required third party approvals, the JPA shall cause such approved signage to be created and installed consistent with the approved design;
 - (f) As used herein, design shall include usual and customary art work, schematic drawings, and specifications for fabrication, construction, and installation; and
 - (g) All changes to the approved designs shall be subject to the same approval process as the originally approved designs. Pinnacle Bank shall pay the cost of any changes that it requests after the initial design has been approved by both parties.
- (9) **Banking Services Institutions Category.** Pinnacle Bank shall be the exclusive sponsor of the Arena, the Arena Site, and all social media pertaining to the Arena identified in Sections (7)(h), (7)(i) and (7)(j) above in the bank category. Banks, credit unions, or other businesses which engage in any type of retail, business, commercial, agricultural, or electronic banking, as well as companies operating retail or commercial banking locations in Nebraska (a "Competing Bank") shall be prohibited from marketing any of their products and advertising any of their services in or on the Arena, the exterior of the Arena controlled by the JPA, the Arena Site, or on the social media pertaining to the Arena identified in Sections (7)(h), (7)(i) and (7)(j) above, without the prior written consent of Pinnacle Bank which may be withheld by Pinnacle Bank in its sole and absolute discretion. Provided, however, that regardless of the foregoing, the University of Nebraska-Lincoln, under its exclusive right to enter into sponsorship relationships and the right to display sponsorship signage within the seating bowl of the Arena at UNL events, may grant a Competing Bank the right to advertise on LED format or other temporary signs within the seating bowl of the Arena during UNL events. None of the sponsorship signage displayed under the agreement with the University, whether permanent, LED, or otherwise, shall be visible to the public during non-UNL events.
- (10) **Limitation of Other Sponsors.**
- (a) Pinnacle Bank recognizes that the JPA may permit other persons or entities to sponsor portions of the Arena (subject to the foregoing provisions). Pinnacle Bank will have the right to review and approve all other Arena-related naming opportunities and agreements and all amendments to any such agreements offered by the JPA. Pinnacle Bank shall have a fifteen (15) day right of first refusal to match any other Arena-related naming agreement received by the JPA from a third party for any portion of the Arena. If Pinnacle Bank exercises this right of first refusal, then the JPA and Pinnacle Bank shall enter into such other naming agreement within forty-five (45) days after such agreement has been

received by Pinnacle Bank from the JPA. If Pinnacle Bank does not exercise this right of first refusal, then (subject to the provisions of Section (9) above regarding a Competing Bank) Pinnacle Bank's approval of such other naming agreement shall not be unreasonably withheld or unduly delayed and said approval shall be in writing.

- (b) Touring Arena Events which have pre-existing sponsorship agreements that would otherwise be prohibited by this Agreement will be permitted to have temporary advertising in the Arena or in materials promoting the Arena Event. Pre-existing sponsorship agreements means sponsorship agreements which are applicable to the tour as a whole and which are not entered into specifically with respect to the Arena Event. If such Touring Arena Event allows for additional sponsors and/or advertisers and the JPA and/or Arena Operator has the right to sell such sponsorships or advertising, then Pinnacle Bank shall have a right of first refusal identical to the right of first refusal set forth in (a) above to be an additional sponsor and/or advertiser for such Touring Arena Event as long as Pinnacle Bank's sponsorship or advertising is not specifically prohibited by the pre-existing sponsorship agreement of such Touring Arena Event. If the JPA and/or Arena Operator does not have the right to sell the sponsorship or advertising, the JPA and/or Arena Operator shall make best efforts to have the Touring Arena Event contact Pinnacle Bank regarding sponsorship and advertising opportunities.

(11) **Pinnacle Bank Suite and Arena Use and Occupancy.** Concurrent with the Effective Date of this Agreement, Pinnacle Bank shall execute a suite use agreement substantially in the form adopted by the JPA for general use in the Arena ("Pinnacle Bank Suite Use Agreement"). The Pinnacle Bank Suite Use Agreement shall provide for the use and occupancy of a suite by Pinnacle Bank and its invitees (the "Pinnacle Bank Suite").

- (a) The Pinnacle Bank Suite shall be Suite #30.
- (b) **Additional Tickets.** The JPA and/or the Arena Operator shall use their best efforts to provide Pinnacle Bank with the opportunity to purchase up to 1%, but not less than eight (8) tickets in each price category of the non-premium publicly available seats in locations to be mutually agreed upon for each Arena Event. Pinnacle Bank's right to purchase tickets is subject to any restrictions established by the Arena Operator or the Event promoter and will expire five days after Pinnacle Bank receives notice from the JPA, the Arena Operator, or the Event Promoter. Pinnacle Bank will not be liable for any fees or charges under this Subsection unless it exercises the option to purchase the tickets, in which case Pinnacle Bank will pay the usual and customary price of the tickets. This provision will not apply to UNL Events held in the Arena.

- (c) **Backstage Passes.** The JPA and/or the Arena Operator shall give Pinnacle Bank 10% of all backstage passes that they control. To the extent the JPA and the Arena Operator do not control any backstage passes for an Arena Event, they will use their best efforts to obtain backstage passes for Pinnacle Bank from the promoter. Pinnacle Bank's right to receive backstage passes is contingent on Pinnacle Bank giving reasonable notice to the JPA or the Arena Operator of Pinnacle Bank's intent to use such passes, after receiving notice of the availability of such passes from the JPA or the Arena Operator. This provision will not apply to UNL Events held in the Arena.
 - (d) Pinnacle Bank may use the Arena two (2) days per year on dates that are reasonably agreeable to the JPA and Pinnacle Bank when no other event is scheduled (including pre- and post-event activities). Pinnacle Bank will pay all costs associated with operating the Arena in relation to such use, including but not limited to: security, preparation, clean-up, etc.
 - (e) Pinnacle Bank employees shall have the opportunity to purchase tickets for non-UNL Arena Events prior to Public Sale unless restricted by the promoter of the Event or the licensee.
 - (f) Pinnacle Bank shall receive public address announcements – the number to be mutually agreed upon, which shall not be less than a total of two and a half (2 ½) minutes for non-UNL events for which the public address system is used and controlled by the JPA or Arena Operator. The announcements may include welcome announcements, thank-you announcements, or promotional announcements. Pinnacle Bank shall provide suggested public address announcements.
 - (g) Subject to approval of event promoters or licensees, the JPA and the Arena Operator shall arrange for on-site promotions by Pinnacle Bank in connection with a to be agreed upon number of non-UNL Events, which Events shall be selected by the Arena Operator and an authorized representative of Pinnacle Bank. This provision shall not prohibit or limit Pinnacle Bank from operating its concourse kiosks during all Arena Events in accordance with the provisions of Section (7) (d) above.
- (12) **ATM Machines.** The following provisions shall apply to ATM machines in the Arena:
- (a) Pinnacle Bank shall have the exclusive right to provide all ATM machines installed in the Arena.
 - (b) Pinnacle Bank shall install and maintain a minimum of three (3) ATM machines in the concourse areas of the Arena at locations mutually agreeable between the JPA and Pinnacle Bank.

- (c) The JPA will not charge Pinnacle Bank any rent or fees for hosting the ATM machines. After the initial installation, Pinnacle Bank may from time to time reduce the number of ATMs provided by removing any ATM from locations from which it is no longer commercially reasonable to continue operating.
- (d) The JPA shall provide all necessary power and data connections at the ATM locations in the Arena.
- (e) The term "ATM machines" as used herein shall be deemed to refer to not only the ATM machines currently used and operated by Pinnacle Bank, but also any type of bank self service machine that ATM machines may evolve into in the future.

(13) Public Relations Efforts During Start-Up; Operations.

- (a) Public Relations. From the Effective Date until September 1, 2013, the JPA and Pinnacle Bank shall coordinate public relations efforts with respect to the Pinnacle Bank Arena and shall allow each other to review and comment upon promotional materials in respect to the Pinnacle Bank Arena prior to the use thereof.
- (b) Operations. The uniforms of uniformed employees engaged in the operation of the Pinnacle Bank Arena shall bear the Logo. The telephone receptionists for the Arena shall answer the telephone with "Pinnacle Bank Arena."
- (c) Additional Exposure.
 - (i) Tickets for all Arena Events will include the name "Pinnacle Bank Arena" on the face of the ticket including, but not limited to, all UNL Events held in the Arena.
 - (ii) Parking passes distributed by the JPA or the Arena Operator shall include the name "Pinnacle Bank Arena" or the Logo.
 - (iii) The media backdrop used by the JPA or the Arena Operator shall include the Logo.
 - (iv) The name "Pinnacle Bank Arena" or the Logo shall be on event schedules, event posters, business cards, e-mail signatures, facility letterhead, envelopes, fax cover sheets, facility credentials, and facility ID badges used or distributed by the Pinnacle Bank Arena.

- (14) **Miscellaneous Title Sponsorship Rights and Limitations Thereon.**
- (a) Pinnacle Bank's First Right of Refusal To Remain Arena's Title Sponsor. When the JPA determines (which shall be no later than March 1, 2036) what the terms and conditions will be for sale of the rights associated with the Arena's Title Sponsorship from and after the expiration of the term of this Agreement, the JPA shall first disclose such terms and conditions and offer such rights to Pinnacle Bank.
 - (b) Pinnacle Bank shall have the exclusive right to negotiate a successor title sponsorship rights agreement with the JPA for a period of six (6) months, beginning March 1, 2036. During this period, the JPA shall not negotiate with any other person or entity for title sponsorship rights of the Arena.
 - (c) Notwithstanding the provisions of (a) and (b) above, Pinnacle Bank shall have a thirty (30) day right of first refusal to match any sponsorship agreement that the JPA, or its successor in interest, is willing to accept for the period on or after September 1, 2038, provided the sponsorship agreement in question has a net value lower than the last offer the JPA or its successor in interest made to Pinnacle Bank during the initial exclusive negotiation period.
 - (d) Notwithstanding any other provision hereof, in the event this Agreement is terminated for cause by either party, the first right of refusal granted by this Section shall be null and void.
- (15) **Rights to Pinnacle Bank Trademarks and Trade Names.** The use by the JPA of the name "Pinnacle Bank Arena," and all of Pinnacle Bank's trademarks, trade names, and logos (whether or not registered) under the terms and conditions of the Agreement shall inure solely and exclusively to Pinnacle Bank and neither the JPA nor the Arena shall acquire any goodwill or other interest in them. Pinnacle Bank hereby grants to the JPA, and to any third party that has been authorized or required by the JPA to use Pinnacle Bank Arena and/or any of Pinnacle Bank's trademarks, trade names, or logos in connection with the Arena, a limited license to use the name "Pinnacle Bank Arena" (and any such related trademarks, trade names, and logos) for the sole and limited purpose of identification of the Arena. The JPA may also seek Pinnacle Bank's prior written approval of all proposed uses of the "Pinnacle Bank" name and/or logo in connection with the promotion of the Arena, which approval shall not be unreasonably withheld. JPA agrees that it will not use any logo design for the Pinnacle Bank Arena during the term of this Agreement except the logo design jointly approved by the JPA and Pinnacle Bank. Upon the termination of this Agreement or any extension of this Agreement and the receipt by the JPA, or its successor in interest, of a written request from Pinnacle Bank to cease the use of such trademarks, trade names, and/or logos, the JPA, or its successor in interest

shall cease all such use in accordance with the terms and provisions of the written request from Pinnacle Bank.

(16) Binding Effect; Change of Name of Title Sponsor.

- (a) General. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their successors and assigns.
- (b) Change of Identification and Signage In Event of Change of Name of Pinnacle Bank or Assignment of Title Sponsorship Rights. Notwithstanding any other provision hereof, if, during the term of this Agreement, the name of Pinnacle Bank is changed because of a merger, consolidation, acquisition, or other action, or in the event Pinnacle Bank assigns its rights under this Agreement to a third party, then the name of the Arena may be changed from "Pinnacle Bank Arena" to another name; Provided, that any name other than "Pinnacle Bank" shall be subject to the prior written approval of the JPA, which approval shall not be unreasonably delayed or withheld; Provided, further, that no name shall be proposed as the name of the Arena that includes any word, number, symbol, or any combination thereof, that either is the same or substantially the same as the legal, business, or trade name of any tobacco or tobacco-related distributor, manufacturer, or product, or of any alcohol or alcohol-related distributor, manufacturer, or product. If the JPA approves any such new name proposed for the Arena, all references to "Pinnacle Bank Arena" that are provided herein, including but not limited to signage contemplated in this Agreement, shall be changed to the new, approved name for the Arena. All work required to effectuate any such name change shall be performed by or through the JPA. All costs and expenses associated with any such name change, including but not limited to the JPA project management expenses, shall be paid by Pinnacle Bank within thirty (30) days after the date of the JPA's invoice therefore.

(17) Indemnification.

- (a) By Pinnacle Bank. Subject to the terms and conditions of this Agreement, Pinnacle Bank hereby agrees to indemnify, defend, and hold harmless the JPA, its Board, officers, employees, agents, volunteers, and their respective successors and assigns from and against all costs, damages, liabilities, claims, causes of actions, and expenses (including reasonable attorney's fees and expenses) of any kind or nature resulting from the content of any signage or panels or any messages or promotions displayed and/or broadcast hereunder in the form furnished and/or approved by Pinnacle Bank, including without limitation, claims, demands, or litigation alleging that said signage, panels, promotions, or messages are defamatory, constitute illegal competition, or unfair trade practice, contain infringement of trademarks or trade names, or constitute a violation of

rights of privacy or infringement of copyrights and proprietary rights (collectively “advertising claims”). If the JPA learns of any advertising claim, the JPA shall give Pinnacle Bank prompt notice in writing of such claim. Pinnacle Bank shall, on a regular basis, provide the JPA with full and complete information and updates relating to such advertising claims and shall not enter into any settlement or compromise prior to receipt of written consent of the JPA. The obligations of Pinnacle Bank under this section shall survive the termination or expiration of this Agreement until all such claims are resolved and all relevant statutes of limitation have expired.

- (b) By the JPA. Subject to the terms and conditions of this Agreement, the JPA hereby agrees, to the extent permitted by law, to indemnify, defend, and hold harmless Pinnacle Bank, its subsidiaries and affiliates, and each of their respective partners, members, shareholders, managers, directors, officers, employees, agents, and their respective successors and assigns from and against all costs, damages, liabilities, claims, causes of actions, and expenses (including reasonable attorney’s fees and expenses) of any kind or nature resulting from or as a result of an allegation that the rights granted to Pinnacle Bank under the terms and provisions of this Agreement violate the advertising, naming, and/or sponsorship rights for the Arena granted by the JPA or the City of Lincoln to any other party, or any injury to or death of any person (whether third parties or employees, agents, or invitees of either party), or any loss of or damage to any property in any manner occurring as a direct or proximate result of any act or omission of, or attributable to the JPA or any of its officers, employees, agents, or contractors at the Arena under or pursuant to this agreement. Pinnacle Bank shall give the JPA prompt notice in writing of any such claim. The JPA shall, on a regular basis, provide Pinnacle Bank with full and complete information and updates relating to such claims. The obligations of the JPA under this section shall survive the termination or expiration of this Agreement until all such claims are resolved and all relevant statutes of limitation have expired.

(18) Termination.

- (a) Defaults & Material Breaches. Each of the following shall constitute a breach and material default of this Agreement:
- (i) The failure by the JPA to approve a change in the name of the Arena to a name that has been proposed by Pinnacle Bank or its successor and is otherwise permitted under Section 16 hereof;
 - (ii) The failure by Pinnacle Bank to cure a payment default under this Agreement within thirty (30) days (notwithstanding the right of the JPA to interest on any such sums that become Delinquent);

- (iii) Either Party's failure to correct, remedy, or cease a failure or violation of this Agreement as provided in Subsection (b) below;
 - (iv) Either Party by the actions of any of its officers or officials has committed, or shall commit, any act, tending to shock, insult, or offend a majority of the people of the City of Lincoln, which materially and adversely affects the operation or use of the Arena or materially and adversely impacts the attendance at Events held at the Arena.
 - (v) The commencement of bankruptcy proceedings by or against Pinnacle Bank, during a time when Pinnacle Bank is not current on any of its payments owed to the JPA and which has not been dismissed within ninety (90) days of the commencement thereof. Upon the occurrence of such event, the JPA has the right to immediately sell any and all rights contained herein.
 - (vi) In the event that the JPA's rights under this Agreement are terminated by Pinnacle Bank or its successor in interest, and all or any portion of the Base Fees payable pursuant to Section (3) above, have been prepaid by Pinnacle Bank pursuant to Section (3) (e) above, then the amount of the prepaid Base Fees that are attributable to the period of time after the effective date of such termination together with interest thereon from the effective date of such termination at the rate of interest specified in Section (3)(j) above shall be refunded to Pinnacle Bank or its successor or assignee, as appropriate. In the event that Pinnacle Bank's rights under this Agreement are terminated by the JPA or its successor in interest, and all or any portion of the Base Fees payable pursuant to Section (3) above have been prepaid by Pinnacle Bank pursuant to Section 3(e) above, then an amount equal to the lesser of: (1) the prepaid Base Fees that are attributable to the period of time after the effective date of such termination; or (2) the naming rights fees received by the JPA, or its successor in interest, from third party(s) pursuant to an agreement or agreements similar to this Agreement for the period from the effective date of such termination to August 31, 2038, shall be refunded to Pinnacle Bank or its successor or assignee, as appropriate.
- (b) Termination For Failure to Correct, Remedy, or Cease Failure or Violation of Agreement Within Reasonable Time After Receipt of Notice Thereof. In the event either Party to this Agreement fails to perform any obligation hereunder or violates any provision of this Agreement, the other Party may give written notice to such Party of such failure and demand the performance of such Party's obligations hereunder or compliance with the

terms and conditions hereof within a reasonable period after the date of such notice, which period shall not be less than thirty (30) days. In the event Pinnacle Bank is the Party receiving notice of such failure or violation and Pinnacle Bank does not correct, remedy, or cease such failure or violation within the reasonable time specified in such notice, the JPA may either: (i) subject to the provisions of Section (18)(a)(vi) above, terminate this Agreement, whereupon all obligations of the Parties hereto that had not been incurred as of the effective termination date, including but not limited to the obligation to pay future installment payments, or to thereafter identify the Arena as the "Pinnacle Bank Arena," shall terminate; or (ii) if such failure can be cured by expending funds to clean up, repair, maintain, or replace an item that is the responsibility of Pinnacle Bank, the JPA may, in its sole discretion advance and pay for such item and the costs expended by the JPA for such item, together with interest thereon at the rate of interest specified in Section (3)(j) above from the date such item is paid for by the JPA shall become due and owing by Pinnacle Bank to the JPA within thirty (30) days after the JPA invoices Pinnacle Bank for such item. In the event the JPA is the Party receiving such notice, Pinnacle Bank may either: (iii) terminate this Agreement in accordance with (c)(i) below and receive any refund that it may be entitled to under the provisions of Section (18)(a)(vi) above; or (iv) if such failure can be cured by expending funds to clean up, repair, maintain, or replace an item that is the responsibility of the JPA, Pinnacle Bank may, in its sole discretion advance and pay for such item and the costs expended by Pinnacle Bank for such item, together with interest thereon at the rate of interest specified in Section (3)(j) above from the date such item is paid for by Pinnacle Bank shall become due and owing by the JPA to Pinnacle Bank within thirty (30) days after Pinnacle Bank invoices the JPA for such item; and Pinnacle Bank shall have no obligation to make any payments to the JPA for the period from the date of the notice until such item has been cleaned up, repaired, maintained, or replaced; and Pinnacle Bank can offset any expenses incurred by it in connection with such clean up, repair, maintenance, or replacement against any amounts due and owing from Pinnacle Bank to the JPA under the terms and provisions of this Agreement.

(c) Remedies Available upon Termination of a Party's Rights.

- (i) Pinnacle Bank Remedies. In the event that the JPA's rights under this Agreement are terminated by Pinnacle Bank pursuant to this Section, in addition to any other remedies which may be available to Pinnacle Bank at law or in equity, the annual Base Fee payable pursuant to Section 3 hereof shall be prorated on the basis of 365 calendar days, and Pinnacle Bank shall be entitled to a refund from the JPA, or its successor in interest, of any prepaid Base Fees in accordance with Section (18) (a)(vi) above.

- (ii) JPA Remedies. In the event that Pinnacle Bank's rights under this Agreement are terminated by the JPA pursuant to this Section, the JPA, without any further proceedings, may grant and license the title sponsorship rights to the Arena to one or more other persons or entities during any portion of the term remaining under this Agreement and receive license fees therefore; Provided, that notwithstanding such termination, Pinnacle Bank's liability for the additional installment payments to be paid to the JPA hereunder shall not be extinguished, but Pinnacle Bank shall pay to the JPA the difference between the remaining amounts due from Pinnacle Bank to the JPA hereunder and the sum the JPA receives for the title sponsorship from such other persons or entities during the period beginning on the date Pinnacle Bank's rights under this Agreement are terminated and ending on the scheduled expiration date of this Agreement. Such payment shall be made within fifteen (15) days after the date of the JPA's notice to Pinnacle Bank. Such termination and payment shall not relieve Pinnacle Bank from liability to the JPA for any damages caused by Pinnacle Bank's default and breach and expenses incurred in the re-licensing of the title sponsorship rights with respect to the Arena. In the event that Pinnacle Bank's rights under this Agreement are terminated pursuant to this Section, the JPA shall make a good faith effort to obtain the fair market value for the title sponsorship rights that are licensed to any third party or parties during that portion of the term of this Agreement that follows the effective termination of Pinnacle Bank's rights. Following termination of Pinnacle Bank's rights, the JPA shall have the right, without any liability, and at Pinnacle Bank's cost and expense, to immediately remove from all parts of the Arena all signs promoting Pinnacle Bank and to discontinue any further reference to the title of Pinnacle Bank Arena. Effective on such termination, Pinnacle Bank shall cease: (a) use of any products or campaigns referencing the Arena; and (b) making references to Pinnacle Bank being an Arena sponsor. Provided, further, upon such termination Pinnacle Bank shall be entitled to a refund from the JPA, or its successor in interest, of any prepaid Base Fees in accordance with Section (18) (a) (vi) above.

- (19) **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 Arena due to any cause, including 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 written notice to the other Party of such fact and shall do everything possible to resume its performance. Upon receipt of such notice, each Party's obligations hereunder shall be suspended for the period of such Force Majeure Event and, if applicable, the installment payment for the year in which the Force Majeure Event occurs shall be reduced pro rata and Pinnacle Bank shall receive a credit to be applied to future installment payments for the difference between the installment payment paid and the amount of the reduced payment; provided, however, if the Force Majeure event occurs on or before the installment payment due on July 1, 2012 is paid, the pro rata credit will be applied to the installment payments due from Pinnacle Bank to the JPA on or after September 1, 2015.
- (a) At Pinnacle Bank's sole option, this Agreement shall be automatically extended for a period equal to the number of days during which the Arena was closed to Events due to a Force Majeure Event.
 - (b) 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 the 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.
 - (c) If the JPA is unable to fulfill its obligations due to a Force Majeure Event and chooses not to rebuild or reopen the Arena, the Base Fees payable pursuant to Section (3) hereof shall be prorated to the date of the Force Majeure Event, and the amount of the prepaid Base Fees, if any, that are attributable to the period of time after the Force Majeure Event, together with interest thereon at the interest rate set forth in Section (3) (j) above from the date of the Force Majeure Event, shall be refunded by the JPA, or its successor in interest, to Pinnacle Bank or its successor or assignee, as appropriate.

- (20) **Notices.** Any notice or communication to be given by one Party to the other under this Agreement must be in writing; and if given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the third business day following the date on which a registered or certified letter containing such notice or communication, properly addressed, with postage prepaid, is deposited in the United States mail, but if given otherwise than by registered or certified mail, it shall be deemed to have been given when received by the Party to whom it is addressed. Such notices or communications shall be delivered or sent to the following respective addresses or to such other addresses as the parties, from time to time, may specify in writing:

To the JPA: West Haymarket JPA
 Attention: Chair
 555 South 10th Street, Room 103
 Lincoln, NE 68508

With copy to:

City Attorney
City of Lincoln
555 S. 10th Street, Suite 300
Lincoln, NE 68508
(402) 441-7281 - Telephone
(402) 441-8812 - Facsimile

To Pinnacle Bank: Mark Hesser
 President
 Pinnacle Bank
 18081 Burt Street
 Omaha, NE 68022
 (402) 697-5954 - Telephone
 (402) 697-8439 - Facsimile

- (21) **Amendments.** No addition to, deletion from, or other modification of any of the provisions hereof shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.
- (22) **Applicable Law; Venue; Miscellaneous Provisions.**
- (a) This Agreement shall be construed under the Laws of the State of Nebraska, without regard to conflict of law principles.

- (b) The parties agree that venue for any legal action arising out of this Agreement or incident thereto shall be proper in a court of competent jurisdiction in Lancaster County, Nebraska and each party waives any objection to such venue.
 - (c) This is not a third party beneficiary contract. No person or entity other than a Party signing this Agreement shall have any rights under this Agreement.
 - (d) Nothing in this Agreement shall be construed to create a partnership or joint venture, nor to authorize any Party hereto to act as agent for or representative of any other Party hereto. Each party hereto shall be deemed an independent contractor and no Party hereto shall act as, or hold itself out as acting as, an agent for any other party hereto.
- (23) **Captions.** The titles of the articles, sections, and subsections of this Agreement are for convenience only, and do not define or limit the contents.
- (24) **Waivers.** No action other than a written notice by one Party to the other specifically stating that such notice has the effect of a waiver, shall constitute a waiver of any particular breach or default of such other Party. No such notice of waiver from either Party shall waive the other Party's failure to fully comply with any other term, condition, or provision of this Agreement, irrespective of any knowledge any JPA or Pinnacle Bank officer, employee, or agent may have of any breach or default of, or noncompliance with such other term, condition, or provision. No waiver of full performance by either Party shall be constructed, or operate as a waiver of any subsequent default of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees or charges for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.
- (25) **Cumulative Rights.** All remedies available at law or in equity to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- (26) **Entire Agreement & Memorandum.** The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship thereof. This Agreement constitutes the entire agreement between the Parties respecting the subject matter hereof and there are no understandings or agreements between them respecting the subject matter hereof, written or oral, other than as set forth herein. Simultaneously with the execution of this Agreement the parties shall also execute a short form memorandum of this Agreement, a true and correct copy of which is attached hereto as Exhibit "A" (the "Memorandum"). Either party may, at their expense, record the Memorandum with the Register of Deeds of Lancaster County, Nebraska or any other entity.
- (27) **Agreement Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect and may be delivered by electronic delivery of a digitized signature or by facsimile.
- (28) **JPA Representations and Warranties.** The JPA hereby represents to Pinnacle Bank that:
- (a) The JPA has full authority to execute, deliver, and perform the obligations of this Agreement;
 - (b) The JPA has taken all actions, and obtained all approvals, in accordance with and as required by all applicable law to make this Agreement a fully binding and legally enforceable obligation of the JPA;
 - (c) The terms and provisions of this Agreement are legally binding on the City; and do not violate the terms or provisions of any other agreement or document binding on the JPA or the City including, but not limited to, the UNL Agreement and the Facilities Agreement, as defined below;
 - (d) The JPA and the City have entered into a legally binding Lease and Operating Agreement with the Board of Regents of the University of Nebraska requiring that the University of Nebraska-Lincoln ("UNL") men's and women's varsity basketball teams play all of their regularly scheduled home games in Lincoln, Nebraska in the Arena for the period beginning September 1, 2013 to and including August 31, 2043 (the "UNL Agreement");
 - (e) The JPA will have substantially completed (as defined in the UNL Agreement) the construction of the Arena and all necessary infrastructure to support the Arena on or before September 1, 2013;

- (f) Pursuant to the UNL Agreement, the JPA has secured the approval of UNL for all signage to be installed in, on or around the Arena by the JPA or Pinnacle Bank pursuant to this Agreement, and the agreement of UNL to place the name "Pinnacle Bank Arena" on all Arena tickets sold by UNL for any UNL Events held at the Arena;
 - (g) The City shall obtain and share with Pinnacle Bank a Special Tax Opinion approving this Agreement in accordance with the terms and provisions of the Facilities Agreement entered into by and between the JPA and the City on September 8, 2010 (the "Facilities Agreement");
 - (h) To the extent allowed by law, neither the JPA nor the City shall knowingly allow or permit any Arena Events to be held at the Arena which would shock, insult, or offend a majority of the people of the City of Lincoln.
- (29) **Pinnacle Bank Representations and Warranties.** Pinnacle Bank hereby represents to the JPA that:
- (a) It has the full authority to execute, deliver, and perform the obligations of this Agreement;
 - (b) It has taken all corporate action to approve this Agreement and make this Agreement a fully binding and legally enforceable obligation of Pinnacle Bank;
 - (c) The terms and provisions of this Agreement do not violate the terms and provisions of any other agreement to which Pinnacle Bank is a party.

In Witness Whereof, the Parties hereto have executed this Agreement on the dates indicated below to be effective on the date of execution by the JPA.

WEST HAYMARKET JOINT
PUBLIC AGENCY

By: _____
Chair of the West Haymarket Joint
Public Agency Board of Representatives

Date: _____

APPROVED AS TO FORM:

JPA Attorney

CITY OF LINCOLN, NEBRASKA

By: _____
Chris Beutler, Mayor of Lincoln

Date: _____

APPROVED AS TO FORM:

City Attorney

PINNACLE BANK

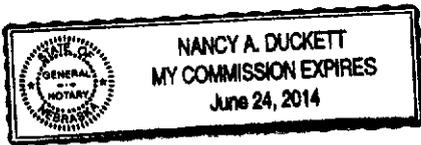
By: Mark A. Hesser
Mark A. Hesser, President

Date: 12-6-2011

Subscribed, sworn to and acknowledged before me this _____ day of _____, 20__ by _____, the Chair of the West Haymarket Joint Public Agency Board of Representatives, for and on behalf of said Joint Public Agency.

Notary Public

Subscribed, sworn to and acknowledged before me this 6th day of December, 2011 by Mark A. Hesser, the President of Pinnacle Bank, for and on behalf of said Bank.



Nancy A. Duckett
Notary Public

Subscribed, sworn to and acknowledged before me this _____ day of _____, 20__ by Chris Beutler, the Mayor of the City of Lincoln, Nebraska, a municipal corporation, for and on behalf of said City.

Notary Public

EXHIBIT LIST

Exhibit	Description
<u>"A"</u>	<u>Memorandum</u>
<u>"B"</u>	<u>Pinnacle Bank Arena Logo</u>
<u>"C"</u>	<u>Exterior Signs</u>
<u>"D"</u>	<u>Pinnacle Bank Arena Drive or Pinnacle Arena Drive</u>

EXHIBIT "A"

**MEMORANDUM OF
TITLE SPONSORSHIP AGREEMENT**

TO: Whom it may concern

FROM: Pinnacle Bank (the "Bank"), the West Haymarket Joint Public Agency (the "JPA") and the City of Lincoln, Nebraska, a municipal corporation (the "City")

RE: Title Sponsorship Agreement

DATE: _____, 20__

Please be advised that on the ____ day of _____, 20__, the Bank, the JPA and the City entered into a Title Sponsorship Agreement for the Arena that is being constructed by the JPA on the real estate which is more particularly described on Exhibit 1 which is attached hereto and incorporated herein by this reference (the "Title Sponsorship Agreement"). Pursuant to the Title Sponsorship Agreement certain exclusive and non-exclusive naming rights, rights for signage, and advertising rights for areas located in, on and/or immediately adjacent to the Arena to be constructed on the real estate described on Exhibit 1 hereto by the JPA have been granted by the JPA and the City to the Bank. A complete copy of the Title Sponsorship Agreement which delineates all of the exclusive and non-exclusive rights granted by the JPA and the City to the Bank may be obtained from the JPA. Please govern yourself accordingly.

WEST HAYMARKET JOINT
PUBLIC AGENCY

By: _____
Chair of the West Haymarket Joint
Public Agency Board of Representatives

Date: _____

APPROVED AS TO FORM:

JPA Attorney

CITY OF LINCOLN, NEBRASKA

By: _____
Chris Beutler, Mayor of Lincoln

Date: _____

APPROVED AS TO FORM:

City Attorney

PINNACLE BANK

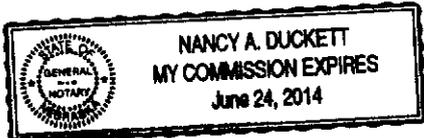
By: Mark A. Hesser
Mark A. Hesser, President

Date: 12-6-2011

Subscribed, sworn to and acknowledged before me this _____ day of _____, 20__ by _____, the Chair of the West Haymarket Joint Public Agency Board of Representatives, for and on behalf of said Joint Public Agency.

Notary Public

Subscribed, sworn to and acknowledged before me this 6th day of December, 2011 by Mark A. Hesser, the President of Pinnacle Bank, for and on behalf of said Bank.



Nancy A. Duckett
Notary Public

Subscribed, sworn to and acknowledged before me this _____ day of _____, 20__ by Chris Beutler, the Mayor of the City of Lincoln, Nebraska, a municipal corporation, for and on behalf of said City.

Notary Public

**EXHIBIT 1 TO
MEMORANDUM**

(Legal Description of Arena Site)

To be inserted by the parties upon determination of the exact legal description of the
Arena Site

EXHIBIT "B"

PINNACLE BANK ARENA LOGO

Attach copy of Logo

Pinnacle Bank Arena
Graphic Standards

Pinnacle Bank Arena Recommendation

This type treatment is recommended for the Pinnacle Bank Arena logo for the following reasons:

- The word "Arena" is the same font as "Pinnacle Bank", but applied in a lighter weight for contrast
- It presents the Pinnacle Bank name as the emphasis of the logo
- The thick and thin weight of the type reflects the thick and thin lines in the logo symbol
- It allows maximum readability in all applications from signage to admission tickets
- It works equally well in one color or two colors



Pinnacle Bank Arena Graphic Standards

The Logo

The Pinnacle Bank Arena logo is the most visible symbol of the brand. Proper and consistent use of the logo will ensure that its visual impact and integrity are not compromised. The logo has three versions: one horizontal and two vertical. The horizontal version is preferred and should be used whenever possible. The vertical versions should be used in situations where horizontal space is limited, such as on vertical signage, banners and tickets.



Horizontal Use



Vertical Use Option 1



Vertical Use Option 2

Using the Proper Version

Use the version of the logo that best fits the space and allows the logo to be the optimum size for legibility. Remember that only the original electronic logo files may be used, and that the two-color version of the logo should be used whenever possible.

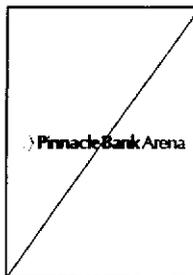
DO:



DON'T:



Don't use the vertical logo in a horizontal space



Don't use the horizontal logo in a vertical space

Pinnacle Bank Arena Graphic Standards

Minimum Clear Space

Clear space is the minimum area to be kept free of graphics, logos, type, lines or any other elements around the logo. No other piece of art or layout edge can come within this area. The outer line represents the minimum clear space boundary. Clear space at least the height of the "k" in Pinnacle Bank should be maintained around the logo.



Colors

The Pinnacle Bank Arena logo uses PMS 872 (gold) and Process Black as indicated below.



Signage Applications

When creating interior or exterior signage, fabrication must be considered. For example: What type of sign? On what type of surface will the sign appear? Will the sign be illuminated? How large is the sign? Will the sign be fabricated with channel letters? If so, what color is the return?

When using the Pinnacle Bank Arena logo for signage, please consult the Pinnacle Bank Marketing Team, the signage manufacturer, and the architect if applicable, prior to fabrication. Final specification drawings are required for approval.

Pinnacle Bank Arena Graphic Standards

Proper Use of the Logo

The examples below show proper variation of the Pinnacle Bank Arena logo. Remember that only the original electronic logo files may be used, and that the two-color version of the logo should be used whenever possible.



Horizontal versions

Vertical versions

Improper Use of the Logo

The following are examples of how not to use the Pinnacle Bank Arena logo. To avoid distortion, take special care when resizing or moving logo images and never alter, manipulate or decorate the logo.



Distortion



Angle



Changing Colors



Patterns



Changing Fonts



Changing Proportions



Spacing



Alignment

Pinnacle Bank Arena Examples

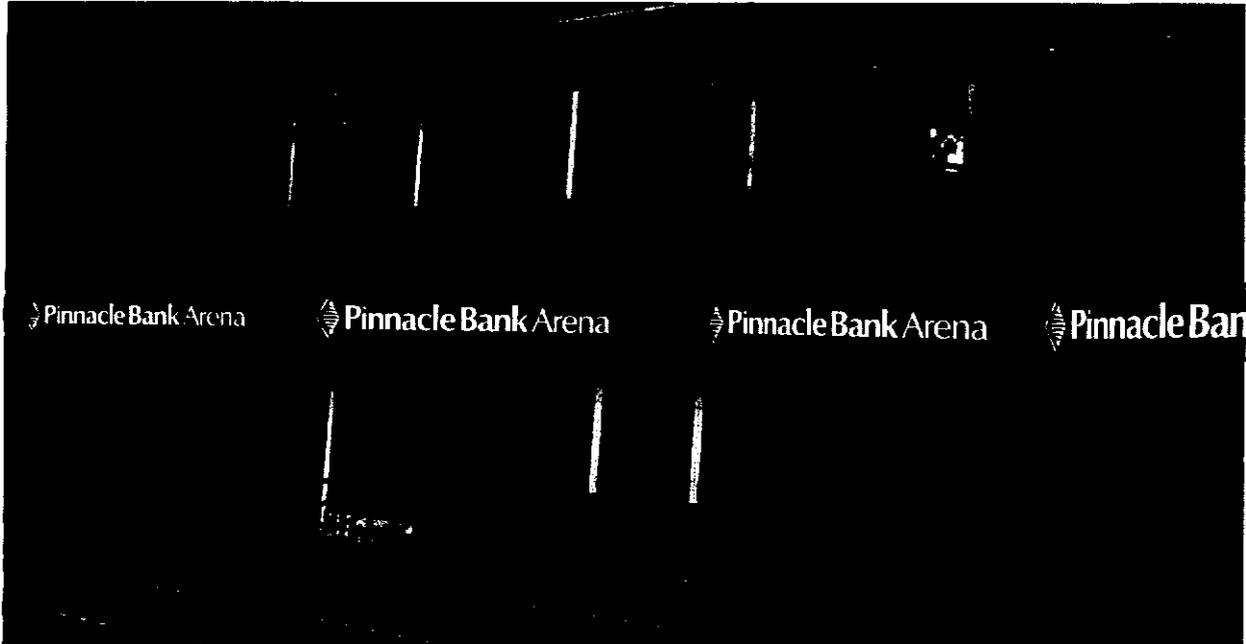


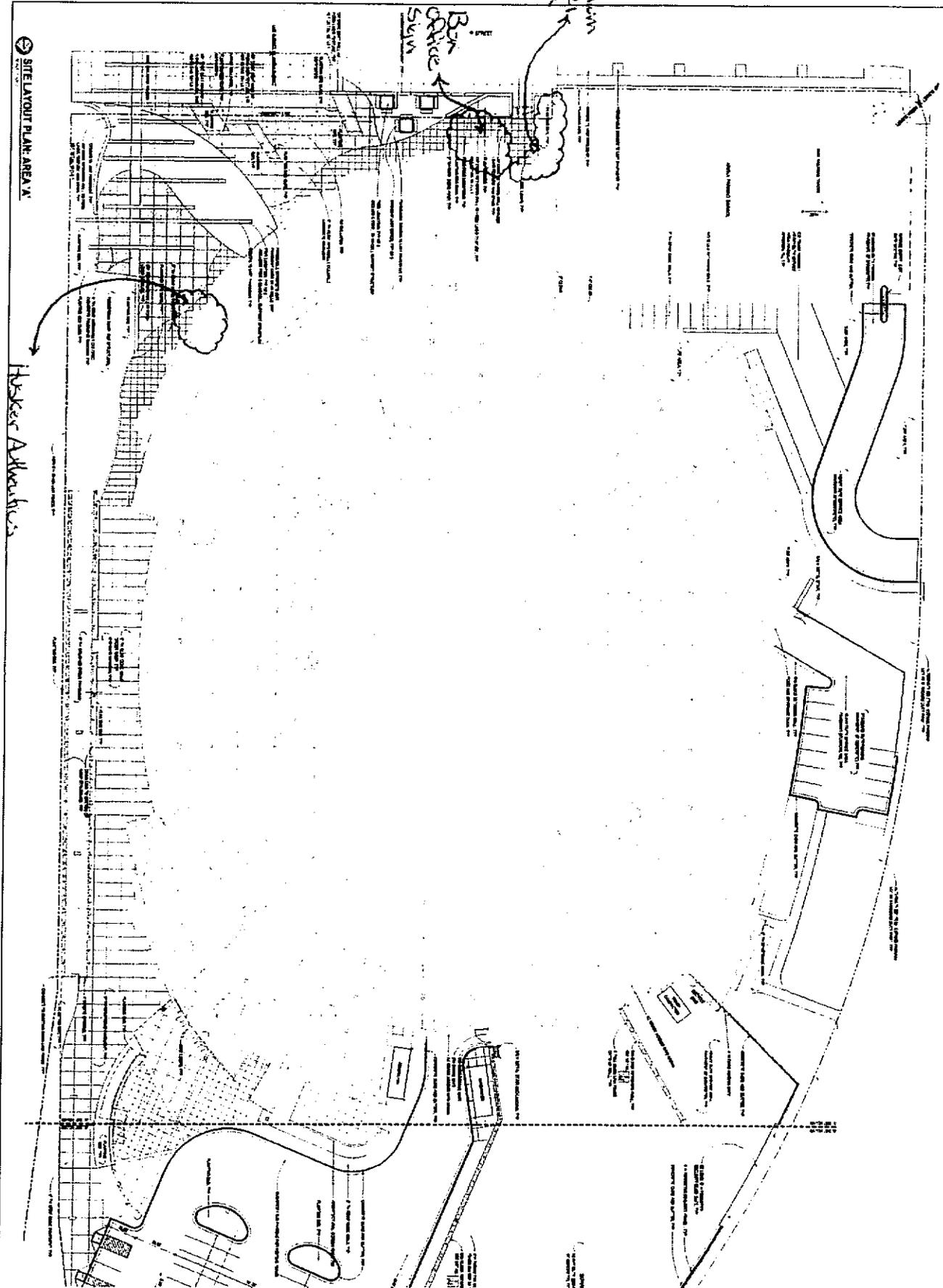
EXHIBIT "C"
EXTERIOR SIGNS

SITELAYOUT PLAN AREA 'A'

Harker Athletics

Box Office Sign

Remain Level Sign



L1.1



Site Layout Plan
WEST HAYMARKET ARENA

DLR Group
Architecture Engineering Planning Interiors

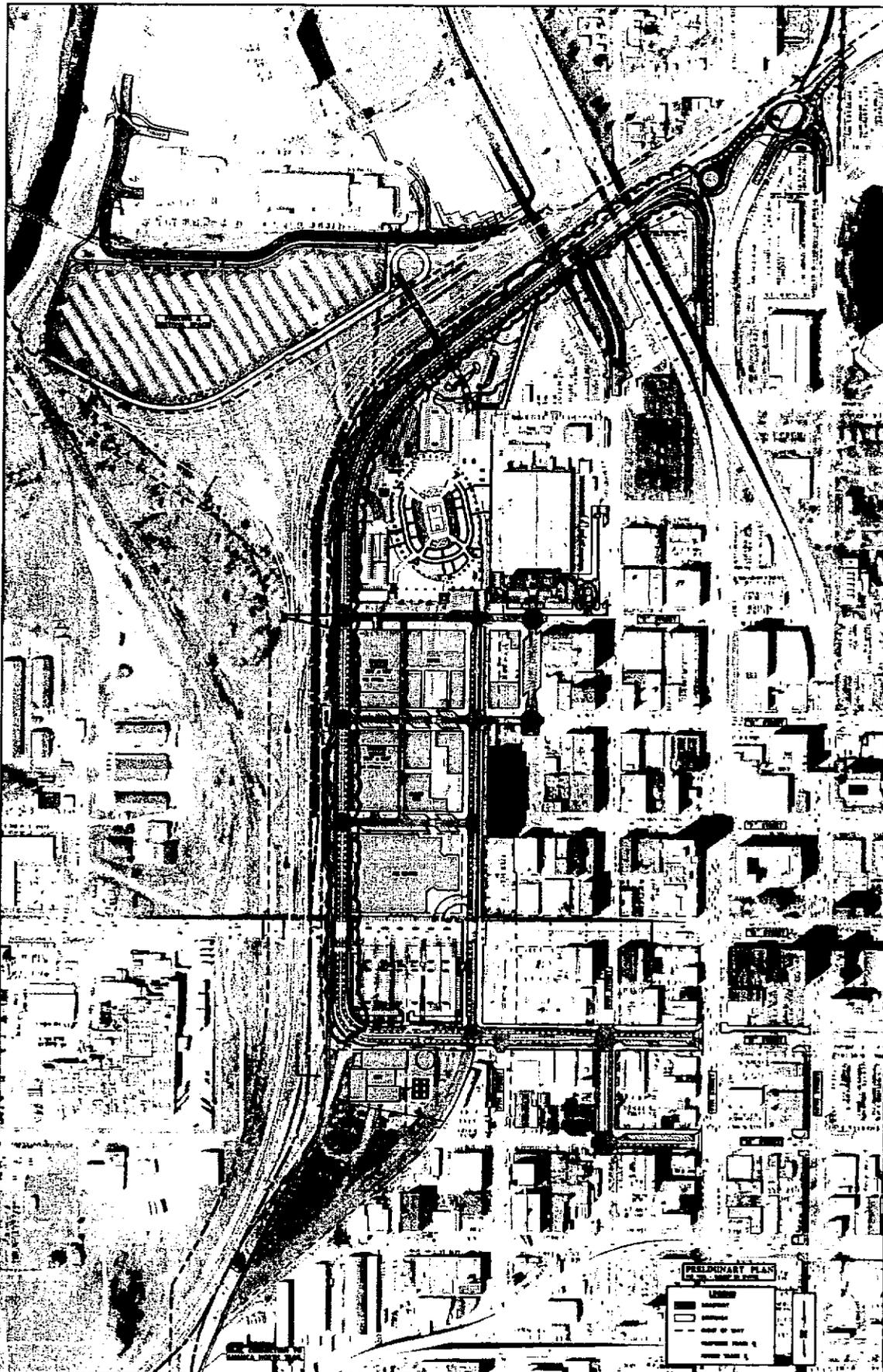
1.0	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	2.0	2.1	2.2	2.3	2.4	2.5	2.6	2.7	2.8	2.9	3.0	3.1	3.2	3.3	3.4	3.5	3.6	3.7	3.8	3.9	4.0	4.1	4.2	4.3	4.4	4.5	4.6	4.7	4.8	4.9	5.0	5.1	5.2	5.3	5.4	5.5	5.6	5.7	5.8	5.9	6.0	6.1	6.2	6.3	6.4	6.5	6.6	6.7	6.8	6.9	7.0	7.1	7.2	7.3	7.4	7.5	7.6	7.7	7.8	7.9	8.0	8.1	8.2	8.3	8.4	8.5	8.6	8.7	8.8	8.9	9.0	9.1	9.2	9.3	9.4	9.5	9.6	9.7	9.8	9.9	10.0
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PRELIMINARY
PRICING SET
NOT FOR
CONSTRUCTION

EXHIBIT "D"

PINNACLE BANK ARENA DRIVE / PINNACLE ARENA DRIVE

See attached drawing on which street that is to be named Pinnacle Bank Arena Drive or Pinnacle Arena Drive is circled in blue, and extends generally from the Southwest Roundabout at approximately North 9th Street and Salt Creek Parkway thence Southwest North of the Arena and thence South to "M" Street



PRELIMINARY PLAN
 OF THE
 WEST HAYMARKET AREA

Legend	Scale

PROJECT NO: 008-0645
 DRAWN BY: JGO
 DATE: 10/6/2009

WEST HAYMARKET
 REDEVELOPMENT AREA

OLSSON
 ASSOCIATES

1111 Lincoln Mall, Suite 111
 P.O. Box 84608
 Lincoln, NE 68501-4608
 TEL: 402.474.6311
 FAX: 402.474.5160

EXHIBIT
D