

NAMING RIGHTS AGREEMENT

by and between

THE CITY OF CINCINNATI

and

FIRST FINANCIAL BANK

January __, 2026

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NAMING RIGHTS AGREEMENT

This Naming Rights Agreement (this “Agreement”) is made and entered into on January ___, 2026 (the “Execution Date”) by and between (i) The City of Cincinnati, a municipality within the County of Hamilton and the State of Ohio (the “City”); and (ii) First Financial Bank, an Ohio-state chartered bank (“First Financial”). The City and First Financial are each referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Recitals

A. The City owns, operates, and controls the convention center located at 525 Elm Street, Cincinnati, Ohio 45202, which is currently undergoing a renovation and is scheduled to re-open on January 1, 2026.

B. First Financial desires to become, and the City desires that First Financial becomes, the primary naming rights partner of the Convention Center entitled to receive the sponsorship rights, associated branding and promotional rights, and other assets in connection with the Convention Center set forth on Schedule 2 (the “Assets”).

Agreement

Therefore, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Definitions.

“3CDC” means Cincinnati Center City Development Corp. and its Affiliates.

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person.

“Agreement” has the meaning set forth in the introductory paragraph.

“Assets” has the meaning set forth in Recital B.

“Assign” has the meaning set forth in Section 16(g)(i).

“Assignment” has the meaning set forth in Section 16(g)(i).

“Assignment Notice” has the meaning set forth in Section 16(g)(i).

“Assignment Termination Notice” has the meaning set forth in Section 16(g)(i).

“Assignment Termination Notice Period” has the meaning set forth in Section 16(g)(i).

“ATM” has the meaning set forth in Section 5(e).

“ATM Requirement” has the meaning set forth in Section 5(e).

“Central Avenue Sign” has the meaning set forth in paragraph 1(a) of Schedule 2.

“Change of Control” means (i) any sale, lease, transfer, or other disposition (in a single transaction or series of related transactions) of all or substantially all of the assets of a Person, (ii) any transaction or series of related transactions (including, without limitation, any merger, consolidation, reorganization, recapitalization, sale or issuance of equity securities, or other similar transaction) the result of which is that more than fifty percent (50%) of the voting power or beneficial ownership of such Person is held, directly or indirectly, by Persons other than those holding such voting power or beneficial ownership immediately prior to such transaction(s), or (iii) any other transaction or series of related transactions, however structured, that has substantially the same effect as any of the foregoing.

“City” has the meaning set forth in the introductory paragraph.

“City Account” has the meaning set forth in Section 5(c)(i).

“City Account Terms” has the meaning set forth in Section 5(c)(i).

“City Indemnified Parties” and “City Indemnified Party” have the meanings set forth in Section 12.

“City Signage Costs” has the meaning set forth in Section 6(c)(i).

“Comparable Facilities” has the meaning set forth in Section 5(d).

“Confidential Information” has the meaning set forth in Section 10(a).

“Conflicting Term” has the meaning set forth in Section 16(a).

“Contract Year” means each twelve (12) month period beginning on January 1st and ending on the immediately following December 31 during the Term.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise. Ownership of more than fifty percent (50%) of the beneficial and voting interests of any Person will be conclusive evidence that control exists. “Controlling” and “Controlled” have meanings correlative thereto.

“Convention Center” means (i) the convention center located at 525 Elm Street, Cincinnati, Ohio 45202, including the exhibit halls, ballrooms, meeting rooms, concourses, plazas, terraces, lobbies, hallways, public walkways, and entrances contained therein, which is more particularly depicted on Schedule 1, and (ii) the Convention Center Garage, but only if, and after the date that, the City acquires ownership of the Convention Center Garage. For the avoidance of doubt, the Convention Center does not include (x) the Convention Center Garage prior to the date that the ownership of the Convention Center Garage is transferred to the City, or (y) any other adjacent parking areas, the elevated walkways attached to the exterior of the Convention Center or the Plaza.

“Convention Center Domain Names” has the meaning set forth in Section 9(e).

“Convention Center Garage” means the parking garage currently known as the Whex Garage with a current address of 210 West 4th Street, Cincinnati, Ohio 45202.

“Convention Center Logo” has the meaning set forth in Section 3(e).

“Convention Center Marks” means the Convention Center Name, the Convention Center Logos, and those trademarks and service marks set forth in Schedule 3 (as may be amended from time to time).

“Convention Center Merchandise” has the meaning set forth in Section 9(h).

“Convention Center Names” has the meaning set forth in Section 3(a).

“Convention Center Operator” means any third party that is designated, authorized, or approved by the City, whether pursuant to a management agreement, operating agreement, or other arrangement, to operate or manage the Convention Center or any portion thereof.

“Convention Center Social Accounts” has the meaning set forth in Section 9(f)(i).

“Convention Center Website” has the meaning set forth in Section 9(e).

“Default” has the meaning set forth in Section 7(a).

“Designation” has the meaning set forth in Section 9(j)(ii).

“Digital Signage” has the meaning set forth in paragraph 3 of Schedule 2.

“Exclusive Category” means:

(i) the business of consumer and retail banking, which is the provision of consumer and retail banking products and services generally made available by chartered retail banks, such as taking consumer deposits, the provision of consumer checking accounts and savings accounts, lending, and other related services;

(ii) the business of business banking, small business banking, commercial banking, institutional banking, credit unions, or any other type of banking other than consumer and retail banking;

(iii) ATMs (including reverse ATMs) and ATM networks (*e.g.*, such products and services are currently provided by Cirrus, Star, NYCE, Maestro, etc.);

(iv) residential mortgage lending, student lending, and personal lending;

(v) wealth management and planning, including personal financial planning, investment management, trust and estate management, brokerage services, fiduciary services, corporate retirement plan solutions, 401k management, and business succession services;

(vi) the business of “neo-banking” (*i.e.*, the provision of direct, personal banking or bank-like services to consumers online and not through a physical branch or other location) (*e.g.*, such products and services are currently provided by SoFi, Ally, Chime, etc.); and

(vii) the issuance of credit cards and debit cards (including affinity cards and loyalty cards) and pre-paid or pre-loadable gift or cash cards, but solely to the extent issued by a bank or its regulated Affiliates (*e.g.*, excludes cards that are issued by a non-bank entity like an airline or a retailer).

For the avoidance of doubt, the Exclusive Category does not include:

(a) credit card networks (*e.g.*, Visa, Mastercard, etc.);

(b) products and services known as “fintech” (*i.e.*, technology used in connection with the delivery of financial services) (*e.g.*, such products and services are currently provided by Stripe, PayPal, etc.);

(c) retail self-directed investing and brokerage services offered by non-bank entities, including self-directed trading in stocks, options, bonds, ETFs, cryptocurrency, or mutual funds, as well as any ancillary services related to such self-directed investing (*e.g.* order routing, trade execution, or custody of securities); provided, however, that the foregoing only applies to non-bank self-directed brokerage and trading platforms (*e.g.*, ETrade, Robinhood, etc.) and does not include trading platforms offered by or through a bank or its regulated Affiliates under the principal brand name under which such bank or regulated Affiliate publicly conducts business;

(d) payment products, services, networks, or technology (*i.e.*, products, services, networks, or technology that effect the transfer of information or funds to make or receive a payment or purchase, access a financial account, exchange monetary value, or load or top-up an account or device) (*e.g.*, such products and services currently provided by Visa, PayPal, Venmo, Cash App, Western Union, Apple Pay, Google Pay, Samsung Pay, etc.); and

(e) short-term or point-of-sale financing or installment plans (*e.g.*, such products and services are currently provided by Klarna, Afterpay, etc.).

“Exclusive Category Rights” has the meaning set forth in Section 5(a).

“Execution Date” has the meaning set forth in the introductory paragraph.

“Expiration Date” has the meaning set forth in Section 2.

“Exterior Signage” has the meaning set forth in paragraph 1 of Schedule 2.

“Fees” has the meaning set forth in Section 6(a).

“First Financial” has the meaning set forth in the introductory paragraph.

“First Financial Guidelines” has the meaning set forth in Section 9(d)(ii).

“First Financial Marks” means those trademarks and service marks set forth in Schedule 4 (as may be amended from time to time).

“Force Majeure Event” means, with respect to either Party, an event or condition that is caused by facts and circumstances that are beyond the reasonable control of such Party, which wholly or partially prevents or delays the performance of any of the duties, responsibilities, or obligations (except for the payment of money) of such Party, including the enactment, imposition, or modification of any Law that occurs after the Execution Date and that prohibits or materially impedes the performance of the obligations of the Parties under this Agreement; confiscation, seizure, or condemnation by any governmental authority; act or the failure to act of any governmental authority; compliance with any order or regulation of any governmental authority; war or war-like action (whether actual, pending, or expected and whether de jure or de facto); arrest or other restraint of government (civil or military); tariff, blockade, embargo, or any other form of economic protectionism; insurrection, civil disturbance, riot, or national emergency; epidemic, pandemic, or national health emergency; act of God, fire, landslide, lightning, earthquake, hurricane, storm, flood, drought, wash-out, or explosions; nuclear reaction or radiation or radioactive

contamination; act of terrorism or sabotage; strike or other labor trouble; failure of a utility provider; or interruption of or delay in transportation.

“Infringement” has the meaning set forth in Section 9(i)(i).

“Interior Signage” has the meaning set forth in paragraph 2 of Schedule 2.

“Law” means any federal, state, local, or foreign constitution, treaty, law, statute, ordinance, rule, code, regulation, order, writ, decree, injunction, judgment, stay, or restraining order, or any judgment, opinion, decree, or ruling of any governmental authority, in each case whether currently in effect or subsequently enacted or amended, that may affect the respective rights or obligations of the Parties set forth in this Agreement.

“Legends” means ASM Global Convention Center Management, LLC, a Delaware limited liability company, the primary Convention Center Operator as of the Execution Date pursuant to the Management, Consulting, and Marketing Agreement between the City and Legends dated June 13, 2024.

“License Scope” has the meaning set forth in Section 9(c).

“Main Convention Center Domain Name” has the meaning set forth in Section 9(e).

“Main Entrance Sign” has the meaning set forth in paragraph 1(b) of Schedule 2.

“Major International Event” has the meaning set forth in Section 5(b)(iii).

“Marks” means, collectively, the Convention Center Marks and the First Financial Marks.

“Material Impairment Event” has the meaning set forth in Section 8(a).

“Materials Requirements” has the meaning set forth in Section 9(k).

“Mobile Application” has the meaning set forth in Section 9(f)(ii).

“Name Change Notice” has the meaning set forth in Section 3(d)(ii).

“Negotiation Period” has the meaning set forth in Section 15.

“No-Signage Event” has the meaning set forth in Section 5(b)(iii).

“Objection Notice” has the meaning set forth in Section 3(d)(ii).

“Opt-Out Effective Date” has the meaning set forth in Section 2(b).

“Opt-Out Notice” has the meaning set forth in Section 2(b).

“Parties” and “Party” have the meanings set forth in the introductory paragraph.

“Permitted Name Change” has the meaning set forth in Section 3(d)(i).

“Person” means any natural person, corporation, partnership, limited partnership, limited liability company, estate, trust, joint venture, association, governmental entity, or other form of entity or business organization.

“Plaza” means the outdoor plaza adjacent to the Convention Center that is currently known as Elm Street Plaza.

“Plaza Naming Rights Restriction” has the meaning set forth in Section 5(a).

“Plaza Operator” means any third party that is designated, authorized, or approved by the City, whether pursuant to a management agreement, operating agreement, or other arrangement, to operate or manage the Plaza or any portion thereof.

“Primary Convention Center Logo” has the meaning set forth in Section 3(e).

“Primary Convention Center Name” has the meaning set forth in Section 3(a).

“Prohibited Name” has the meaning set forth in Section 3(d)(i).

“Representatives” has the meaning set forth in Section 10(a).

“Style Guidelines” has the meaning set forth in Section 9(d)(i).

“Substitute Asset” means a substitute promotional or advertising right or benefit in connection with the Convention Center having promotional value not less than that of the applicable undelivered Asset.

“Term” has the meaning set forth in Section 2.

“Third Party Media” has the meaning set forth in Section 5(b)(ii).

“Triggering Event” has the meaning set forth in Section 7(c).

“Usage Guidelines” has the meaning set forth in Section 9(d)(i).

“Venue Materials” has the meaning set forth in Section 3(c).

“Visit Cincy” means the Greater Cincinnati Convention & Visitors Bureau.

2. Term; Early Termination.

(a) Term. This Agreement will be effective and fully binding on the Parties on the Execution Date. The term of this Agreement will commence on January 1, 2026 and will continue for fifteen (15) Contract Years thereafter, expiring at 11:59 pm Eastern Standard Time on December 31, 2040 (such date, the “Expiration Date”), unless earlier terminated in accordance with the terms of this Agreement (the “Term”).

(b) Early Termination. Each Party may elect to terminate this Agreement for convenience and without penalty effective as of December 31, 2032 (the “Opt-Out Effective Date”) by delivering written notice (the “Opt-Out Notice”) to the other Party no later than June 30, 2031. If either Party timely delivers the Opt-Out Notice, this Agreement shall automatically terminate, and shall be of no further force or effect, on the Opt-Out Effective Date. Furthermore, if First Financial timely delivers the Opt-Out Notice, then, within thirty (30) days after the Opt-Out Effective Date, First Financial will reimburse the City for all City Signage Costs documented in accordance with Section 6(c)(i) together with interest on such amounts at a rate of three percent (3%) per annum accruing from the date such City Signage Costs were incurred until the date that such City Signage Costs have been reimbursed in full by First Financial. For the avoidance of

doubt, if the City timely delivers the Opt-Out Notice, then First Financial is not required to reimburse the City for any City Signage Costs.

3. Naming Rights.

(a) Naming Rights. During the Term, the City hereby grants to First Financial the exclusive right to designate the name of the Convention Center pursuant to the terms and conditions of this Agreement. The Parties hereby agree that the primary official name of the Convention Center will be “First Financial Center” (the “Primary Convention Center Name”); provided that if for any reason the Parties mutually agree to not initially use the name “First Financial Center” as the Convention Center Name, any other initial Convention Center Name will be subject to the mutual approval of the Parties. Furthermore, the Parties agree that they may refer to the Convention Center as “First Financial Center of Cincinnati,” “First Financial Convention Center,” and “First Financial Convention Center of Cincinnati” (collectively with the Primary Convention Center Name, the “Convention Center Names”). The Parties acknowledge and agree that, as of the Execution Date, there currently exists a building in Cincinnati named “First Financial Center” in which First Financial is the anchor tenant. Within thirty (30) days after the Execution Date, First Financial shall (i) cause the name of such building to be changed to “First Financial Tower” or such other name that is not identical or confusingly similar to the Primary Convention Center Name; and (ii) use commercially reasonable efforts to cause the owner or operator of third party navigation applications (e.g., Google Maps, Waze, etc.) to update the name of the building in such application.

(b) Convention Center Name References. From the Execution Date until the end of the Term, the City shall: (i) refer to the Convention Center only by the Convention Center Names (and not by any other name, including a shortened or generic version such as the “Cincinnati Convention Center”) in all public references to the Convention Center over which the City has control; (ii) change all public references to the Convention Center that are within the control of the City; (iii) use commercially reasonable efforts to require, as a condition to the City’s written agreement with such party, any Convention Center sponsor or Person who rents, leases, licenses, or otherwise has a contractual right to use all or any portion of the Convention Center to refer to the Convention Center only by the Convention Center Name in all public references to the Convention Center and not by any other name, and use commercially reasonable efforts to enforce such provision; and (iv) subject to Section 5(b), not alter, delete, or otherwise intentionally remove or obscure the Convention Center Name, Convention Center Logo, or any First Financial signage or advertising within the Convention Center that includes any of the Convention Center Marks from any photographs, videos, or other images of the Convention Center.

(c) Venue Materials. At all times during the Term, the City shall cause the Primary Convention Center Name and/or the Primary Convention Center Logo to be displayed on (i) employee uniforms and badges/ID cards; (ii) guest-facing tickets, passes, and event credentials; (iii) letterhead, envelopes, business cards, invoices, and other stationery used for Convention Center communications (collectively, the “Venue Materials”).

(d) Convention Center Name Change.

(i) During the Term, if First Financial desires to change the Primary Convention Center Name, such change will be subject to the prior written approval of the City; provided that, as long as no Default by First Financial has occurred and is continuing, First Financial may change the Primary Convention Center Name following a First Financial Change of Control or rebranding which involves a change in the principal brand name under which First Financial publicly conducts business that results in “First Financial” no longer being included in such principal brand name (each, a “Permitted Name Change”). In connection with any Permitted Name Change, the new Primary Convention Center Name will be subject to the prior written approval of the City, which approval may not be unreasonably withheld,

conditioned, or delayed; provided that it will be reasonable for the City to withhold its approval to any proposed new Primary Convention Center Name which (A) does not contain the principal brand name under which First Financial publicly conducts business; (B) would violate any Convention Center sponsorship or similar marketing agreement then existing between the City and any third party sponsor related to the Convention Center or otherwise cause the City to default on any existing third party agreement related to the Convention Center; (C) is not primarily associated with products or services within the Exclusive Category, or (D) would constitute a Prohibited Name. “Prohibited Name” means any name that: (1) would violate any applicable Law; (2) is discriminatory against a protected class, offensive to the sensibilities of the community at large, or associates the Convention Center with any Person, product, or service that is detrimental to the reputation of the City; (3) would reasonably cause embarrassment to the City (such as names containing slang, barbarisms, or profanity) or is inappropriate for a publicly-owned facility; (4) is related to any business or enterprise that is illegal or might reasonably be deemed to be immoral; (5) contains any overt or publicly offensive political reference; or (6) relates or refers to any sexually oriented subject matter, business, or enterprise, in each case, as reasonably determined by the City. If the City objects to any proposed new Primary Convention Center Name in connection with a Permitted Name Change, it shall deliver a written notice to First Financial specifying the reason for its objection, and the Parties shall work together in good faith to resolve the City’s objection in an effort to agree on an acceptable new Primary Convention Center Name.

(ii) If First Financial desires to change the Primary Convention Center Name in accordance with Section 3(d)(i), First Financial shall provide at least one hundred eighty (180) days’ prior written notice to the City of the desired Permitted Name Change (the “Name Change Notice”), and the City will have sixty (60) days from the receipt of the Name Change Notice to object to any proposed new Primary Convention Center Name by delivering to First Financial a written objection (the “Objection Notice”). If the City delivers an Objection Notice to First Financial within such sixty (60) day period, which will indicate the basis upon which the City objects, then First Financial will not be permitted to change the Primary Convention Center Name to the name identified in the Name Change Notice, but the Parties shall work together in good faith to attempt to resolve the City’s objection. In the event a Permitted Name Change is sought in connection with a First Financial Change of Control and First Financial requests a reasonable expedited timeline for review and approval, the City shall use commercially reasonable efforts, and work together with First Financial in good faith, to accommodate such request for an expedited timeline for review and approval.

(iii) Notwithstanding the foregoing, First Financial will not have the right to change the Primary Convention Center Name or Convention Center Logos (A) in connection with a First Financial Change of Control on or after the date that is twelve (12) months before the expiration date of the then-existing Term; or (B) in connection with any other change of the Primary Convention Center Name or Convention Center Logos on or after the date that is twenty-four (24) months before the expiration date of the then-existing Term.

(iv) If there is any change to the any Convention Center Name or Convention Center Logo, First Financial will bear all reasonable associated costs and expenses in connection with such change, including attorneys’ fees, other professionals’ fees, and all other costs and expenses relating to signage, promotion, branding, advertising, and marketing (and everywhere else the Convention Center Marks appear) and obtaining required consents and approvals associated with such change, including to replace, modify, reprogram, reproduce, or otherwise change or decommission signage; banners; building elements; wall and floor coverings; printed, electronic, and video materials; publications; video graphics and materials; staff and concessionaire uniforms; supplies; and all other materials and Assets regardless of format that need to be changed to effect the renaming and rebranding of the Convention Center with the new Convention Center Marks. In addition, if there is a change to the Primary Convention Center Name, the Parties shall work together in good faith to promptly update the other Convention Center Names, the

Convention Center Logos, and all other Convention Center Marks in a manner that reflects the change to the new Primary Convention Center Name, while maintaining the substance and format of the existing names and marks to the extent practicable.

(e) Convention Center Logos. The Parties have mutually agreed upon the logos for the Convention Center set forth on Schedule 3 (each, a “Convention Center Logo”), and any future updates or amendments thereto shall be mutually agreed in writing by the Parties and shall be deemed added to Schedule 3 upon such mutual agreement. The graphic logo set forth on Schedule 3 designated as the primary Convention Center Logo (the “Primary Convention Center Logo”) shall be used on the marquee exterior signage for the Convention Center described in Schedule 2 and the Venue Materials. Subject to each Party’s approval rights (to the extent applicable), for all other uses permitted under this Agreement (digital and/or physical), any of the Convention Center Logos may be used. Except in connection with a Permitted Name Change, in which case the corresponding updates to the Convention Center Logos shall be subject to the approval process set forth in Section 3(d), First Financial will not be permitted to change any of the Convention Center Logos without the prior written approval of the City.

4. Assets.

(a) Assets. During the Term, subject to the terms and conditions of this Agreement, the City hereby grants to First Financial the Assets. After consultation with First Financial, the City will use its reasonable discretion in determining the timing and implementation of the Assets, but in all events will diligently work to have the Assets implemented as soon as possible. For the avoidance of doubt, First Financial acknowledges and agrees that, subject to the Exclusive Category Rights and the restrictions in Section 3(a), the Assets do not extend to, or prevent the City from granting to any other Person, the right to designate the name of or brand areas or elements that are part of, within, or adjacent to the Convention Center, including exhibit halls, ballrooms, meeting rooms, parking areas, concourses, plazas, terraces, lobbies, hallways, public walkways (including elevated walkways attached to the Convention Center exterior), and entrances.

(b) Signage, Displays, Publications, and other Collateral. All signage, displays, publications, and other Assets and all associated collateral (including all content included therein) will be subject to the mutual written approval of the Parties (email shall suffice), and subject to any required approvals of, or limitations imposed by, governmental authorities (including as may be set forth in, or imposed pursuant to, any development or other agreement with any governmental authority).

(c) Substitute Assets.

(i) The Parties hereby acknowledge and agree that the Assets listed on Schedule 2 may become unavailable during the Term. If any individual Asset listed on Schedule 2 becomes unavailable, including due to a Force Majeure Event, the non-delivery of such Asset will not be a Default by the City, and the Parties will consult in good faith regarding a Substitute Asset therefor, except that no Substitute Assets will be provided in connection with Section 5(b). Following such consultation, the City will provide one or more Substitute Assets to First Financial in lieu of such unavailable Asset, as mutually agreed upon by the Parties. Notwithstanding the foregoing, if either the Central Avenue Sign or the Main Entrance Sign is unavailable for a period of thirty (30) consecutive days or more, in addition to Substitute Assets to be provided by the City for the lost value due to the unavailability of the Central Avenue Sign or the Main Entrance Sign, as applicable, during such thirty (30) consecutive day period, First Financial shall be entitled to an equitable adjustment to the Fees equal to \$615 for each day in excess of thirty (30) consecutive days that the Central Avenue Sign or the Main Entrance Sign, as applicable, is unavailable. By way of example only, if (X) either the Central Avenue Sign or the Main Entrance Sign (but not both) is unavailable for forty (40) consecutive days, then First Financial shall be entitled to an equitable adjustment

to the Fees equal to \$6,150; and (Y) if both the Central Avenue Sign and the Main Entrance Sign are unavailable for forty (40) consecutive days, then First Financial shall be entitled to an equitable adjustment to the Fees equal to \$12,300. For the avoidance of doubt, during the first thirty (30) consecutive days of unavailability of the Central Avenue Sign or the Main Entrance Sign, First Financial shall be entitled to Substitute Assets, and beginning on the thirty-first (31st) consecutive day, First Financial shall no longer be entitled to Substitute Assets and shall instead be entitled to the equitable adjustment to the Fees as set forth above. Any action by the City in accordance with this Section 4(c) will satisfy all of the City's obligations under this Agreement with respect to such unavailable Asset.

(ii) No Asset shall be deemed to be unavailable for purposes of this Section 4(c) as a result of (A) any increase in the cost to obtain, produce, or provide such Asset, (B) the fact that it has become more difficult for the City to obtain, produce, or provide such Asset so long as it is still commercially reasonable and practicable for the City to obtain, produce, or provide such Asset, or (C) such Asset having been granted or provided by the City to any other Person, in which case non-delivery of such Asset for any of the reasons set forth in subclauses (A)-(C) above shall be considered a Default by the City.

(iii) For the avoidance of doubt, the City's right to provide a Substitute Asset or equitable adjustment as set forth in Section 4(c)(i) applies solely to the unavailability of the Assets listed in Schedule 2 and does not apply to any other rights provided to First Financial pursuant to this Agreement, including the Exclusive Category Rights, the naming rights described in Section 3(a), and the rights described in Section 5(c). Except with respect to the unavailability of the Assets listed on Schedule 2, any failure to deliver, or any breach of, any other right granted to First Financial under this Agreement may, subject to Section 7(a), constitute a Default by the City and shall not be subject to the City's right to provide a Substitute Asset or equitable adjustment as set forth in Section 4(c)(i).

(d) Exclusive Exterior Signage; Prominence.

(i) At all times during the Term, the Exterior Signage shall be the only static signage on the exterior of the Convention Center and the City shall not permit any other static signage on the exterior of the Convention Center; provided that, subject to the prominence requirements set forth in Section 4(d)(ii), the City shall have the right to display (A) third party sponsor signage or branding on a rotational basis on digital LED boards on the exterior of the Convention Center; (B) the City's name on any signage on the exterior of the Convention Center; and (C) the run of schedule of events at the Convention Center on any signage on the exterior of the Convention Center.

(ii) Except as otherwise provided in this Agreement, the Assets provided to First Financial with respect to the Convention Center under this Agreement will, at all times during the Term, result in First Financial having the most prominent (with such prominence being viewed in the aggregate as opposed to on an asset by asset basis) signage and other branding (A) on the exterior façade of the Convention Center; (B) in the interior of the Convention Center as a whole; and (C) in the main lobby of the Convention Center, in the case of each of subclauses (A)-(C) individually, when compared with any other sponsor or advertiser signage and branding located therein. For the avoidance of doubt, if the City grants a third party the right to designate the name of or brand areas or elements that are part of, within, or adjacent to the Convention Center, First Financial's signage and other branding will not be required to be the most prominent signage and branding in such area or on such elements so long as the City is otherwise in compliance with subclauses (A)-(C) above.

(e) No Pass-Throughs. All rights granted to First Financial pursuant to this Agreement are only granted to First Financial with respect to First Financial's products and services within the Exclusive Category, and First Financial may not assign or "pass through" to any of its partners or Affiliates, or any other third party, including First Financial's customers, any of the rights or Assets granted to First Financial

pursuant to this Agreement without the prior written consent of the City. Notwithstanding the foregoing, except in connection with the Exterior Signage and the Interior Signage, First Financial shall have the right to incorporate the branding or logos of any of its internal divisions or business units that operate as part of First Financial (and not an Affiliate of First Financial) and provide products and services in the Exclusive Category, including Yellow Cardinal Advisory Group, into the exploitation of the Assets so long as such incorporation does not involve the promotion of products or services outside of the Exclusive Category.

(f) Rights Reserved. Except for the rights, benefits, and privileges expressly granted to First Financial under this Agreement, all other rights, benefits, and privileges, including those relating to the Convention Center, are, as between the Parties, expressly reserved by the City. Any rights, benefits, and privileges not expressly granted exclusively to First Financial under this Agreement may be sold or licensed to any other Person.

5. Category Protection and Certain Other Rights.

(a) Category Protection. At all times during the Term, First Financial will be the sole and exclusive sponsor of the Convention Center in the Exclusive Category, and, in connection therewith, (i) the City may not, and may not grant to any third party any right to, advertise, market, publicize, or promote any product or service in the Exclusive Category in connection with the Convention Center (including through the use of the Convention Center Marks) other than First Financial's products or services in the Exclusive Category; and (ii) the City may not enter into any sponsorship or marketing agreement related to the Convention Center with a third party that has a primary line of business in the Exclusive Category (collectively, the "Exclusive Category Rights"). The Exclusive Category Rights are limited solely to the Convention Center and, for the avoidance of doubt, do not extend to any adjacent parking areas, the elevated walkways attached to the exterior of the Convention Center, the Plaza, and any components of each of the foregoing; provided that, in addition to the Exclusive Category Rights, (x) the City may not grant to any Person that has a primary line of business in the Exclusive Category the right to designate the name of the Plaza in whole (*i.e.*, the primary naming rights for the Plaza); and (y) the City may not, and may not grant to any third party any right to, use the name of the Plaza to advertise, market, publicize, or promote any product or service in the Exclusive Category (collectively, the "Plaza Naming Rights Restriction"). For the avoidance of doubt, except for the Plaza Naming Rights Restriction, the City shall have the unrestricted right to grant sponsorship rights, associated branding and promotional rights, and other assets in connection with the Plaza, including (1) the right to grant to any Person that does not have a primary line of business in the Exclusive Category the right to designate the name of the Plaza in whole, (2) the right to grant to any Person the right to designate the name of or brand areas or elements that are part of or within the Plaza, and (3) the right to grant to any Person event-based activations or other promotional uses of the Plaza. First Financial may not use any Convention Center Marks or the Convention Center Logos for any other purpose other than to advertise and promote (A) its products and services within the Exclusive Category and (B) its sponsorship of the Convention Center, in each case subject to the terms of this Agreement (including the City's approval rights in Section 9(d), if applicable).

(b) Exceptions to Category Protection and Other Rights.

(i) The Exclusive Category Rights will not apply to: (A) any temporary display of advertising or sponsorship activities (including any product sampling or other product distribution) concerning products or services in the Exclusive Category in connection with a Convention Center event that is organized, operated, owned or controlled by any Person other than the City, such as trade shows, conventions, charitable events, concerts, and religious events; (B) events that are subject to league, sanctioning, or governing body rules (e.g., NFL, NBA, NHL, NCAA, FIFA, CFP, U.S. Olympic Committee, or International Olympic Committee); and (C) subject to Section 5(e), any use by the City or its licensees, tenants, vendors, concessionaires, contractors, or sponsors of ordinary-course financial

products or services reasonably necessary for the operation of the Convention Center or events (including point-of-sale systems, credit card readers, payment processing services, ticketing platforms, and mobile applications), provided that any display of third party marks in connection with such products or services is incidental to such use.

(ii) The Exclusive Category Rights will not apply to print media, digital media (including social and mobile), telecasts, and broadcasts (whether by radio, television, Internet, or any other medium, live or recorded, whether now existing or developed after the Execution Date) that are owned, operated, or controlled by any Person other than the City (“Third Party Media”) of or related to Convention Center events, and, therefore, such Third Party Media may include advertising or promotion of the products or services of third parties within the Exclusive Category.

(iii) First Financial acknowledges and agrees that, except as otherwise specifically provided in this Agreement, the City may temporarily cover, obscure, or remove any of First Financial’s signage and advertising in and around the Convention Center in connection with third party events at the Convention Center solely to the extent required by an unaffiliated third party owner, operator, organizer, or promoter of such Convention Center event (and not as required by the City or any Convention Center Operator) (each, a “No-Signage Event”), and any such actions and their effects will not be deemed a violation of the Exclusive Category Rights, and First Financial will not be entitled to any Substitute Assets or any other remedies therefor; provided that the City’s right to temporarily cover, obscure, or remove any Exterior Signage shall be limited to events where the third party owner, operator, organizer, or promoter of such Convention Center event is the International Olympic Committee, FIFA or any other international or national Olympic-related or soccer-related governing body (each a “Major International Event”). First Financial agrees that it may not be entitled to certain Assets in or around the Convention Center during and for a commercially reasonable period before and after a No-Signage Event, and that no Substitute Assets or other remedies will be granted to or available to First Financial in connection therewith. In addition, the City may temporarily cover, obscure, or remove any of First Financial’s signage and advertising (A) to the extent logistically necessary or appropriate to conduct an event (e.g., a concert stage obscuring a fixed sign); provided that, in connection with any non-Major International Event, the City shall only be permitted to obscure (but not cover or remove) the Exterior Signage; (B) in connection with required or routine maintenance or repairs or as the result of temporary outages; and/or (C) to comply with bona fide safety requirements for event patrons or participants, and First Financial will not be entitled to any Substitute Assets or any other remedies therefor; provided that the City will use good faith efforts to avoid the covering, obscuring, or removal of First Financial’s signage and advertising. Notwithstanding the foregoing, the City shall be responsible for all reasonable costs and expenses (including any damage caused to signage) related to No-Signage Events and any other events where the City temporarily covers, obscures, or removes First Financial’s signage and advertising.

(c) Deposit Accounts.

(i) Within thirty (30) days after the Execution Date, the City shall establish a money market account with First Financial (the “City Account”). Thereafter, the Parties shall negotiate in good faith the terms of investment of any funds deposited into such account (the “City Account Terms”); provided that the City Account Terms must comply with applicable Law and the City’s policy for the investment of municipal funds. Following the Parties reaching an agreement on the City Account Terms, the City shall maintain a minimum average monthly balance of \$10,000,000 in cash deposits in the City Account so long as, in the City’s reasonable determination, maintaining such balance does not cause a material opportunity cost to the City when compared to the City’s return on investment in connection with the investment of the City’s funds with its other investment managers. If, at any time during the Term, there is a change in applicable Law or the City’s policy for the investment of municipal funds that would cause the City Account Terms to violate applicable Law or the City’s policy for the investment of municipal

funds, the Parties shall negotiate in good faith any changes to the City Account Terms that are necessary for the City Account Terms to comply with applicable Law or the City's policy for the investment of municipal funds, as applicable.

(ii) The City shall request and make good faith efforts to ensure that, within six (6) months after the Execution Date, 3CDC, Visit Cincy, and Hamilton County establish and maintain deposit accounts with First Financial with a target of \$20,000,000 in cash deposits in the aggregate. In addition, the City shall request that the operator of the to be constructed hotel currently referred to as the "Convention Headquarters Hotel" that will be located to the south of the Convention Center and any other third party engaged directly by the City in connection with the development, management, or operation of the Convention Center or properties adjacent to the Convention Center to maintain their respective operating and reserve deposit accounts with First Financial. For the avoidance of doubt, the City shall not be required to cause or require any third party to maintain an account at First Financial, including the Convention Center's operator, concessionaires, vendors, contractors, or agents.

(d) Operating Standard.

(i) At all times during the Term, the City shall cause the Convention Center to be continuously operated and maintained at least to the standard of quality consistent with the principal convention centers located in Cleveland, Ohio, Columbus, Ohio, Louisville, Kentucky, and Pittsburgh, Pennsylvania (the "Comparable Facilities") and will make adequate capital investments to ensure the foregoing. Without limiting the foregoing, during the Term, the City shall (A) operate the Convention Center in a safe, clean, and orderly manner; (B) maintain the Convention Center, including all structures, systems, equipment, and common areas, in good repair and working order (ordinary wear and tear excepted); and (C) make adequate capital investments on an ongoing basis to ensure that the Convention Center is reasonably similar to the quality, appearance, functionality, and amenities of the Comparable Facilities.

(ii) If First Financial reasonably believes that the Convention Center is not being maintained or operated in accordance with Section 5(d)(i), First Financial may provide written notice to the City specifying the basis for such belief. Thereafter, the Parties shall meet to discuss First Financial's concerns regarding the City's maintenance and operation of the Convention Center to determine in good faith whether a remedial action plan is necessary to address such concerns (a "Remedial Action Plan") and, if determined necessary, the timeline for implementation of the Remedial Action Plan. If it is determined that a Remedial Action Plan is necessary, the City shall use good faith efforts to implement such Remedial Action Plan.

(e) Exclusive ATM Provider. During the Term, First Financial shall, at its sole cost and expense, install, operate, and maintain in good working order at least two (2) automated teller machines, cash-dispensing machines, or similar money machines, kiosks, or devices that perform similar functions (each, an "ATM") at locations within the Convention Center as determined by the City (the "ATM Requirement"), it being understood that the Interactive Teller Machine counts as an ATM for purposes of the ATM Requirement. So long as First Financial complies with the ATM Requirement, the City shall not engage any third party to install, operate, or maintain any ATMs within the Convention Center. If at any time during the Term, First Financial is not in compliance with the ATM Requirement and fails to cure such non-compliance within thirty (30) days after receipt of written notice from the City, the City shall have the right to engage any third party to install, operate, and maintain one or more ATMs within the Convention Center.

(f) City Sponsorship Control; Convention Center Operators .. The City represents, warrants, and covenants throughout the Term that the City retains and shall maintain ultimate control and approval

over (i) all sponsorships, naming, branding, marketing, advertising, promotional, and signage rights relating to the Convention Center, whether operated directly by the City or by any Convention Center Operator; and (ii) the naming rights to the Plaza, whether operated directly by the City or by any Plaza Operator. The rights and remedies of First Financial and the obligations of the City under this Agreement shall not be affected by any delegation, subcontracting, licensing, sublicensing, or engagement of any Convention Center Operator (including to Legends or 3CDC), Plaza Operator, or any other subcontractor. The City shall remain fully responsible for the performance of this Agreement and for ensuring that any such Convention Center Operator, Plaza Operator, or subcontractor complies with this Agreement.

6. Fees.

(a) Fees. During the Term, in exchange for the right in and to the Assets to be provided to First Financial during each Contract Year, First Financial will pay to the City the fees set forth below (the “Fees”). First Financial will pay the Fees for each Contract Year on or before January 10 of such Contract Year.

Contract Year	Fees
1	\$500,000.00
2	\$550,000.00
3	\$575,000.00
4	\$600,000.00
5	\$625,000.00
6	\$650,000.00
7	\$700,000.00
8	\$700,000.00
9	\$700,000.00
10	\$725,000.00
11	\$725,000.00
12	\$750,000.00
13	\$750,000.00
14	\$775,000.00
15	\$775,000.00
TOTAL:	\$10,100,000.00

(b) Taxes; Wire Transfer.

(i) The Fees and other amounts payable by First Financial to the City under this Agreement are exclusive of all applicable sales, use, and similar taxes or charges (other than those assessed against the City’s income) lawfully assessed or charged on the transactions contemplated hereby, including the sale of the Assets and the other goods and services provided under this Agreement. First Financial will be responsible for all applicable federal, state, or local taxes or charges, if any, levied, assessed, or otherwise due with respect to the payments made by First Financial hereunder, other than taxes or charges based solely on the City’s income.

(ii) Unless otherwise directed by the City from time to time during the Term, First Financial will make all payments of Fees due hereunder to the City by wire transfer of immediately available funds in accordance with instructions provided by the City.

(c) Costs.

(i) Subject to Section 3(d)(iv), the City shall be solely responsible for all costs and expenses associated with the production, fabrication, delivery, installation, operation, repair, maintenance, and decommissioning of the Exterior Signage, Interior Signage, and Digital Signage (the "City Signage Costs"), and the City shall provide reasonable supporting documentation for all City Signage Costs to First Financial promptly following incurrence of such City Signage Costs. The City Signage Costs as of the Execution Date are \$281,865.00. First Financial shall be solely responsible for all costs and expenses associated with the Assets other than the City Signage Costs, including all costs and expenses associated with the branded welcome desk pursuant to paragraph 5 of Schedule 2, the costs incurred in conceiving, creating, and producing any advertising content, and any costs otherwise incurred by or at the direction of First Financial in respect to the exercise of any Assets. Except for the City Signage Costs, if the City or its designee incurs any costs or expenses associated with the Assets at the direction of First Financial, First Financial shall reimburse the City or its designee within thirty (30) days after First Financial receipt of an invoice for such costs or expenses.

(ii) The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City, which may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. If First Financial engages any third party contractor to produce, fabricate, deliver, install, operate, repair, replace, modernize, or decommission any First Financial signage, it is First Financial's responsibility to verify that each contractor it proposes to use is an eligible firm or person. The City will not approve a contractor whose name appears on the list. The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City incurred by First Financial as a result of the City rejecting any proposed contractor that is debarred or suspended.

(d) Interest on Late Payments. If any installment of the Fees (other than any amounts disputed in good faith) is not received on or before the applicable payment due date, the City may elect to charge First Financial a late fee of one and one-half percent (1.5%) per month (or, if lower, the maximum rate allowed by Law) from the applicable payment due date until such installment is paid in full (including any such accrued and unpaid interest). First Financial acknowledges and agrees that any such election by the City does not waive any other remedy available to the City under this Agreement or otherwise at law or in equity.

7. Default and Remedies; Effect of Termination.

(a) Default. If (i) First Financial fails to pay an installment of the Fees (other than any amounts disputed in good faith) when due and such failure continues for ten (10) business days after delivery of written notice by the City to First Financial specifying such failure; (ii) either Party fails to pay any other amounts to the other Party when due and such failure continues for thirty (30) days after delivery of written notice from the other Party to the non-performing Party specifying such failure; (iii) either Party fails to perform or comply with any other material term or condition of this Agreement or breaches any representation or warranty made by such Party in this Agreement in any material respect, and such failure or breach continues for ninety (90) days after delivery of written notice from the other Party to the non-performing Party specifying such failure or breach; provided that, if the non-performing Party has taken commercially reasonable steps to cure such failure or breach within such ninety (90) day period, but the failure is of a type or character that is not reasonably susceptible of cure within such ninety (90) day period

and would otherwise be capable of cure by the non-performing Party using commercially reasonable efforts, then such non-performing Party will have such additional time as may be necessary in order to effect such cure; or (iv) either Party files a petition in bankruptcy, is adjudicated bankrupt or has a petition in bankruptcy filed against it that is not dismissed within sixty (60) days after filing; (v) the City's breach of the Exclusive Category Rights that is not cured within fifteen (15) days after delivery of written notice thereof from First Financial to the City; or (vi) the City's breach of the Exclusive Category Rights more than three (3) separate times, then in each case, such Party will be in default of this Agreement (each, a "Default").

(b) Rights and Remedies. If either Party is in Default under this Agreement beyond all notice and cure periods pursuant to Section 7(a) above, then the non-defaulting Party will have the right to: (i) enforce any rights provided for in this Agreement; (ii) seek to recover all damages and other sums available at law or in equity; (iii) exercise any other right or remedy available at law or in equity; or (iv) terminate this Agreement by written notice to the defaulting Party, which termination will be effective thirty (30) days after delivery of such written notice.

(c) Moral Turpitude.

(i) If First Financial engages in any conduct, action, or omission that (A) constitutes a material violation of Law (excluding technical or administrative violations), or (B) the City reasonably believes to be immoral, deceptive, scandalous, or obscene and, in either case, such event brings First Financial into widespread public disrepute, contempt, or scandal (each, a "Triggering Event"), and such Triggering Event materially adversely affects the City's image or goodwill, then the City may deliver written notice thereof to First Financial setting forth the reasons for the City's belief and requesting that First Financial take measures to eliminate or mitigate the effects of such Triggering Event. First Financial will then have thirty (30) days to take such measures. If the material adverse effect on the City's image or goodwill has not been eliminated or mitigated by the expiration of such cure period, as reasonably determined by the City, then the City may terminate this Agreement by providing written notice to First Financial. Such termination will be effective upon delivery by the City of such written notice.

(ii) If the City, acting through its administrators in connection with the financing, construction, or operation of the Convention Center, engages in any conduct, action, or omission that constitutes a material violation of Law, and such violation of Law materially and objectively adversely affects the Convention Center's image or goodwill, then First Financial may deliver written notice thereof to the City setting forth the reasons for First Financial's belief and requesting that the City take measures to eliminate or mitigate the effects of such violation of Law. The City will then have thirty (30) days to take such measures. If the material and objective adverse effect on the Convention Center's image or goodwill has not been eliminated or mitigated by the expiration of such cure period, as reasonably determined by First Financial, then First Financial may terminate this Agreement by providing written notice to the City. Such termination will be effective upon delivery by First Financial of such written notice.

(d) Effect of Termination. Upon expiration or earlier termination of this Agreement in accordance with the terms of this Agreement for any reason, (i) subject to Section 9(m), all rights, benefits, and privileges granted to either Party under this Agreement will automatically revert to the Party granting such rights, benefits, and privileges, and (ii) First Financial will pay to the City any amounts then due and owing through the date of termination.

8. Force Majeure; Convention Center Closures.

(a) Force Majeure. If a Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, upon written notice to the other Party, such non-performing Party's

obligations will be abated for the duration of the Force Majeure Event, and the non-performing Party shall promptly and diligently use commercially reasonable efforts to minimize the effects of the Force Majeure Event and to resume performance as soon as reasonably practicable. Notwithstanding the foregoing and subject to Section 8(b), if a Force Majeure Event prevents the City from providing any Asset to First Financial, then the City shall provide First Financial with one or more Substitute Assets or other applicable remedies in accordance with Section 4(c) for such unavailable Asset. First Financial shall continue to pay the Fees for the duration of the Force Majeure Event.

(b) Convention Center Closures. If, during the Term, the Convention Center (or any material portion thereof) is closed or rendered unusable for its intended purposes as a result of (i) a Force Majeure Event or (ii) any material renovations, repairs, or capital improvements undertaken by or on behalf of the City that wholly or materially impair the use of the Convention Center for scheduled events (each, a “Material Impairment Event”), in lieu of receiving Substitute Assets pursuant to Sections 4(c) and 8(a), First Financial may elect to extend the Term on a day-for-day basis equal to the length of the Material Impairment Event. The City shall provide First Financial with reasonable advance written notice (and in any event not less than thirty (30) days, except in the case of emergency circumstances) prior to undertaking any material renovations, repairs, or capital improvements to the Convention Center. For the avoidance of doubt, this Section 8(b) governs and controls over Sections 4(c) and 8(a) with respect to any Material Impairment Event.

(c) The provisions of this Section 8 are First Financial’s sole and exclusive remedies for unavailable Assets due to a Force Majeure Event or a Material Impairment Event.

9. Intellectual Property.

(a) Ownership of Marks. As between the Parties, First Financial will own all right, title, and interest with respect to the Convention Center Marks and the First Financial Marks. As between the Parties, the City will exclusively own all rights to any likenesses of the Convention Center and any intellectual property rights associated therewith.

(b) Registration of Convention Center Marks. Upon the City’s written request, First Financial will file appropriate applications for registration of any Convention Center Marks requested by the City with the United States Patent and Trademark Office, Ohio Secretary of State, and/or United States Copyright Office, in each case at First Financial’s sole expense. During the Term, First Financial agrees (i) not to abandon, forfeit, or cancel any applications or registrations sought or obtained by First Financial relating to the Convention Center Marks without the prior written consent of the City; and (ii) to take all steps to prosecute, maintain, demonstrate usage of, and renew such applications or registrations, all at First Financial’s sole expense. During the Term, the Parties shall, at First Financial’s sole expense, work together in good faith to accomplish the foregoing, including providing reasonable information, documentation, and cooperation as may be necessary or appropriate to accomplish the same.

(c) Licenses to the City.

(i) Subject to the terms and conditions of this Agreement, First Financial hereby grants to the City and its Affiliates the following licenses during the Term: (A) an exclusive, royalty-free, worldwide, fully paid-up, irrevocable license to use the Convention Center Marks (including the Convention Center Name and the Convention Center Logos) and the goodwill associated therewith, and (B) a non-exclusive, royalty-free, worldwide, fully paid-up, irrevocable license to use the First Financial Marks other than the Convention Center Marks. The foregoing licenses are limited to use by the City and its Affiliates solely in connection with the operation, marketing, and promotion of the Convention Center (including the Convention Center Website, the Convention Center Social Accounts, and the Mobile

Application) and Convention Center events, to promote the City of Cincinnati and the Greater Cincinnati region for tourism and economic development purposes, to allow the City to perform their rights and obligations under this Agreement (including to identify First Financial as the naming rights partner of the Convention Center and for related business purposes consistent with First Financial's status as the naming rights partner of the Convention Center), and for the design, manufacture, production, sale, and advertisement of Convention Center Merchandise (collectively, the "License Scope"). Subject to the terms and conditions of this Agreement, including the Exclusive Category Rights and the License Scope, the City will have the right to sublicense its rights to use the Convention Center Marks granted under this Agreement without the prior written consent of First Financial to (1) 3CDC, (2) vendors and concessionaires, who may, in turn, subcontract the manufacture of products, related supplies, novelties, souvenirs, and any other goods or items used, consumed, sold, or given away in connection with their respective use and operation of the Convention Center, (3) promoters, organizers, or performers of Convention Center events, Convention Center sponsors, media partners, and licensees of the Convention Center, and the City for promotional, advertising, merchandising, and other commercial purposes, (4) the State of Ohio, any political subdivision within the State of Ohio, and any nonprofit or governmental economic development or tourism entity whose mission is to promote the Greater Cincinnati region, including Visit Cincy, REDI Cincinnati, and Cincinnati Experience, to promote the Convention Center and economic development and tourism in the Greater Cincinnati region, and for other non-commercial uses, and (5) to any other Person for purposes of operating, marketing, or promoting the Convention Center and/or performing the City's rights or obligations under this Agreement; provided that (x) the terms of any sublicense shall be at least as restrictive as the terms of this Agreement, shall ensure that the Convention Center Marks are used in compliance with the Style Guidelines and Usage Guidelines, and shall not permit the sublicensee to take any action that the City is prohibited from taking hereunder, and (y) the City shall remain liable for the acts and omissions of its sublicensees to the extent permitted by applicable law.

(ii) Subject to the terms and conditions of this Agreement, First Financial hereby grants to the City and its Affiliates, during and after the Term, a non-exclusive, royalty-free, worldwide, fully paid-up, irrevocable license to use the Convention Center Marks and First Financial Marks for archival and historical uses (e.g., providing historical information and commentary and for literary, photographic, video, digital, or other documentary works that discuss the Convention Center and its history). In addition, First Financial shall have the right during and after the Term to use the Convention Center Marks for archival and historical uses (e.g., providing historical information and commentary and for literary, photographic, video, digital, or other documentary works that discuss the Convention Center and its history). Except for the historical use described in this Section 9(c)(ii), the inventory-run out rights described in Section 9(h), or the specific use upon expiration or earlier termination of this Agreement described in Section 9(m), no Party will have any other right to use the Convention Center Marks after the Term without the written consent of the other Party, which consent will not be unreasonably withheld, conditioned, or delayed. Except as expressly approved in writing by First Financial, the City shall cease all uses of the First Financial Marks upon expiration or termination of this Agreement.

(d) Approval of Use of Marks.

(i) Convention Center Marks. Prior to the Execution Date (or as soon as reasonably practicable after the Execution Date), (A) the Parties have jointly developed (or will jointly develop), in good faith, style guidelines that set forth the approved variations, sizes, colors, and other restrictions applicable to all uses of Convention Center Marks (the "Style Guidelines"); and (B) the Parties have jointly developed (or will jointly develop) usage guidelines that set forth the approved uses of the Convention Center Marks, which guidelines will be consistent with the terms of this Agreement, require compliance with the Style Guidelines, and be subject to the prior reasonable approval of the Parties (the "Usage Guidelines"). Any use by either Party or its permitted sublicensee of any Convention Center Marks that complies with this Agreement, the Usage Guidelines in all material respects, and that does not otherwise

require approval as set forth in this Agreement will be deemed to have been approved by the other Party for all purposes of this Agreement, whether or not that other Party has specifically approved the particular use of such Convention Center Marks.

(ii) *First Financial Marks.* Except as otherwise provided in Section 9(d)(i) above, any materials containing First Financial Marks shall require First Financial's prior written approval, not to be unreasonably withheld, conditioned, or delayed. The City will provide a written request for approval to First Financial, which request will include a description of the proposed use of the First Financial Marks. First Financial shall approve or reject such request for approval within five (5) business days, and failure by First Financial to reject such request within such five (5) business day period shall result in such proposed use being deemed approved. Once a particular use has been approved or has been deemed to be approved in accordance with this Section 9(d)(ii), the City will not be required to seek approval for substantially the same use in the future. Notwithstanding the foregoing, First Financial shall have the continuing right to withdraw its approval of any use of the First Financial Marks if such use fails to meet the First Financial style and usage guidelines set forth on Schedule 5 (the "First Financial Guidelines") or otherwise breaches the terms of this Agreement.

(e) *Convention Center Website.* The City will have the sole right to register (or cause to be registered) the www.thefirstfinancialcenter.com domain name or such other URL that reflects the Convention Center Name as mutually agreed upon by the Parties (the "Main Convention Center Domain Name") and together with any defensive domain names mutually agreed upon by the Parties, the "Convention Center Domain Names"). Thereafter, the City will establish an Internet website hosted on the Main Convention Center Domain Name for the purpose of promoting the Convention Center and events held at the Convention Center (the "Convention Center Website"). The City will be responsible for hosting, updating, and maintaining the Convention Center Website and managing related content development. Other than the Convention Center Marks, the First Financial Marks (and any trademark rights First Financial may have in the Convention Center Domain Names), and any content or materials owned by First Financial and provided to the City for use on the Convention Center Website, as between the Parties, the City will own all right, title, and interest with respect to the Convention Center Website and the content therein. If, at any time after the Execution Date, First Financial acquires or otherwise secures the www.firstfinancialcenter.com domain name, then First Financial shall promptly assign such domain name to the City at First Financial's sole cost and expense and, within a reasonable amount of time after such assignment, the City shall cause such domain name to become the Main Convention Center Domain Name. Upon the expiration or earlier termination of this Agreement, the Parties will cooperate in good faith regarding the design and posting of a page on the Convention Center Domain Names that will redirect visitors through hyperlinks to a website designed by the City, and the City will maintain the redirect page at the Convention Center Domain Names for a period of time to be agreed upon by the Parties (not to exceed twelve (12) months), following which the City shall cancel all registrations for the Convention Center Domain Names and neither Party shall use such Convention Center Domain Names thereafter.

(f) *Convention Center Social Accounts; Mobile Application.*

(i) The City will have the sole right to register pages on X (formerly known as Twitter), Facebook, Snapchat, Instagram, TikTok, and any other available social media platform, and other online accounts or profiles for the purpose of promoting the Convention Center and events held at the Convention Center (the "Convention Center Social Accounts"). The City will be responsible for hosting, updating, and maintaining the Convention Center Social Accounts and managing related content development. Other than the Convention Center Marks, the First Financial Marks, and any content or materials owned by First Financial and provided to the City for use on the Convention Center Social Accounts, as between the Parties, the City will own all right, title, and interest with respect to the Convention Center Social Accounts and the content therein. As soon as reasonably practicable upon the

expiration or earlier termination of this Agreement, the City will re-brand the Convention Center Social Accounts and remove all First Financial references from such Convention Center Social Accounts handles and titles, and such Convention Center Social Accounts and any content and data associated therewith will remain the exclusive property of the City.

(ii) The City will have the sole right to develop a Convention Center mobile application for Android, iOS, and any other mobile platform for the purpose promoting the Convention Center and events held at the Convention Center (the “Mobile Application”). The City will be responsible for developing, hosting, updating, and maintaining the Mobile Application and managing related content development. Other than the Convention Center Marks, the First Financial Marks, and any content or materials owned by First Financial and provided to the City for use on the Mobile Application, as between the Parties, the City will own all right, title, and interest with respect to the Mobile Application and the content therein. As soon as reasonably practicable upon the expiration or earlier termination of this Agreement, the City will re-brand the Mobile Application and remove all First Financial references from such Mobile Application, and such Mobile Application and any content and data associated therewith will remain the exclusive property of the City.

(g) *Digital Asset Compliance and Approval.* The Convention Center Website, the Convention Center Social Accounts, and the Mobile Application (collectively, the “Digital Assets”) shall at all times comply with the requirements of Section 3. The Parties shall mutually agree in writing on the naming convention (including, without limitation, the URL, account names, and social media handles) and overall look and feel of the Digital Assets prior to their initial launch and any material alterations to the Digital Asset naming convention and overall look and feel of the Digital Assets to ensure the Digital Assets will not cause confusion with or be substantially similar to First Financial’s own websites, social media accounts, or other digital properties.

(h) *Merchandise; Inventory Run-Out.* The City will have the exclusive right during the Term to design and sell merchandise and other retail products branded with the Convention Center Marks (“Convention Center Merchandise”), and to retain all revenues therefrom. Following the expiration or earlier termination of this Agreement, the City and its sublicensees will have the right to market and sell or otherwise dispose of then-existing inventory of Convention Center Merchandise until the earlier of one hundred and eighty (180) days after the expiration or earlier termination of this Agreement or until all such inventory has been depleted.

(i) *Infringement.*

(i) During the Term, each Party will promptly notify the other Party in writing of any actual or potential infringement, counterfeiting, or other unauthorized use of any Convention Center Mark by any other Person (an “Infringement”) of which it becomes aware.

(ii) First Financial shall take such actions that it determines (in its reasonable business judgment) are necessary or appropriate, to enforce the Convention Center Marks, including to bring action with respect to any Infringement. Notwithstanding the foregoing, if within ten (10) days following either Party’s receipt of notice pursuant Section 9(i)(i), First Financial does not initiate legal action with respect to any Infringement, or if First Financial subsequently decides not to proceed with any such action, then the City shall have the right, but not the obligation, upon providing written notice to First Financial, to bring or take such action as it determines is necessary in its reasonable business judgment to halt any such Infringement and to control the conduct of such enforcement action, including settlement; provided that the City may not take any action to bind First Financial absent First Financial’s prior written consent.

(iii) The Party taking action against any alleged Infringement in accordance with this Section 9(i) shall be responsible for the expenses of such enforcement action, including attorneys' fees, and the other Party shall provide such assistance as may be reasonably requested by the enforcing Party, at the enforcing Party's expense, in connection with any such enforcement action (including being joined as a party to such action as necessary to establish standing). Any monetary recovery resulting from such enforcement action shall first be used to pay the legal expenses of the enforcing Party and then to reimburse any legal expenses incurred by the other Party in cooperating in such action as requested by the enforcing Party, and any remaining amounts shall be retained by the enforcing Party.

(j) Restrictions.

(i) Neither the City nor First Financial may use any rights granted hereunder (A) in any way that is contrary to public morals or has a deceptive or misleading effect; (B) in a manner that tarnishes the goodwill, reputation, or image of a Party, or its respective directors, officers, employees, or agents; (C) in any manner that is violation of applicable Laws; or (D) in any manner that is likely to result in the unauthorized use of any intellectual property of a Party.

(ii) Subject to the terms of this Agreement, First Financial shall have the right, during the Term, to use the Convention Center Marks, alone or in combination with the First Financial Marks, to exercise its rights and perform its obligations under this Agreement, in connection with the advertisement, promotion, and sale of First Financial's products and services in the Exclusive Category, and for the general promotional, advertising, and business purposes of First Financial. Except for approved uses of the Convention Center Marks that are specifically set forth in the Usage Guidelines, each use of the Convention Center Marks shall be subject to the City's prior written approval, not to be unreasonably withheld, conditioned, or delayed; provided that, if the City approves a specific use of a Convention Center Mark, then any uses of such Convention Center Mark that are substantially similar to the approved use shall be deemed approved and First Financial shall not be obligated to seek any further approval from the City with respect to such substantially similar uses. Without limiting the foregoing, during the Term, First Financial may use the designation "Official Bank of the First Financial Center" and such other designations related to First Financial's status as the primary naming rights sponsor of the Convention Center as mutually agreed upon by the Parties (each, a "Designation"). First Financial's use of the Convention Center Marks and the Designations shall be limited to use solely (A) in connection with the advertisement, promotion, and sale of First Financial's products and services in the Exclusive Category, and (B) for the general promotional, advertising, and business purposes of First Financial; provided that in no event may First Financial (1) take any action that implies the City's sponsorship or endorsement of any First Financial products or services, (2) use the Convention Centers Marks or Designations in a manner that may create a likelihood of consumer confusion regarding the Convention Center's or City's relationship to, sponsorship of, or affiliation with First Financial, any Person, or any product, service, or event, or (3) use the Convention Center Marks or Designations in combination with, or in such close proximity to, the First Financial Marks or third party trademarks, so as to create a composite mark. Such rights shall include the ability to feature the Convention Center Marks and Designations on First Financial's websites, social media accounts, press releases, internal and external communications, and other marketing or promotional materials, subject to compliance with the terms of this Agreement.

(iii) During the Term, First Financial shall not name, or cause or authorize any other Person to name, (A) any other convention center in the United States, or (B) any other building or location within a 400 mile radius of the Convention Center, in each case, by the Convention Center Name, First Financial Center, or anything confusingly similar to either of the foregoing.

(k) Content Requirements. First Financial represents and warrants that (i) all materials produced or provided by, or on behalf of, First Financial in connection with this Agreement will comply in

all material respects, at First Financial's sole expense, with all applicable Laws and (ii) First Financial has or will have obtained all licenses, consents, approvals, permissions, and releases necessary for the use, adoption, display, public performance, or synchronization of any such materials in connection with this Agreement, including visual or sound compositions or productions (subclauses (i) and (ii), collectively, the "Materials Requirements"). The City's approval of any First Financial or third party materials is conditioned upon First Financial's compliance with the Materials Requirements. The City's approval, or use, adoption, or display of any such materials will not imply a representation or belief that the City believes that First Financial has complied with the Materials Requirements.

(l) No Contests without Approval. Unless otherwise approved by the City in writing, First Financial has no right to run contests, sweepstakes, or promotions in connection with the Convention Center Marks or for the award of invitations, tickets, or other benefits granted to First Financial under this Agreement. If the City grants First Financial the right to run a contest, sweepstakes, or promotion, then First Financial will (i) be solely responsible for all aspects of such contest, sweepstakes, or promotion, which will in each case be subject to the City's prior written approval; (ii) be the official sponsor of such contest, sweepstakes, or promotion; (iii) comply with all applicable Laws with respect to such contest, sweepstakes, or promotion (including drafting promotion rules, which will be subject to the City's prior written approval); and (iv) indemnify the City and its Affiliates, and their respective officers, directors, employees, agents, successors, and assigns from any failure to so comply with all applicable Laws. Notwithstanding the foregoing, the City shall not unreasonably withhold, condition, or delay its approval of any contest, sweepstakes, or promotion that is conducted solely for First Financial's internal purposes, including employee-only contests or giveaways or in connection with bona fide internal charitable or philanthropic activities; provided that such contest, sweepstakes, or promotion otherwise complies with this Section 9(l).

(m) No Continued Use Upon Expiration or Termination. Except as expressly set forth in this Agreement and subject to Section 15, immediately following the expiration or termination of this Agreement, (i) the licenses granted in this Section 9 will automatically terminate and (ii) the City will be free to rename the Convention Center. Following the expiration or termination of this Agreement, subject to any permitted historical or archival uses pursuant to Section 9(c)(ii), permitted domain name uses pursuant to Section 9(e), and inventory run-out uses pursuant to Section 9(h), the City will (A) cease all use of the Convention Center Marks and First Financial Marks as soon as reasonably practicable and (B) no longer refer to the Convention Center by the Convention Center Name in its advertising or promotional materials or any other communications; provided that (x) the City will have a period of twelve (12) months after the expiration or termination of this Agreement to remove any references to, or displays of, the Convention Center Marks and First Financial Marks on the signs or advertisements on and in the Convention Center, and any continued exposure of the Convention Center Marks or First Financial Marks during such removal period shall be at no additional cost or fee to First Financial and (y) the City shall have no obligation to delete any social media posts containing the Convention Center Marks or the First Financial Marks that were posted during the Term in accordance with this Agreement. Upon the expiration or termination of this Agreement, First Financial and its Affiliates will promptly cease all use of the Convention Center Marks and will no longer refer to the Convention Center by the Convention Center Name; provided that First Financial shall have no obligation to delete any social media posts containing the Convention Center Marks that were posted during the Term in accordance with this Agreement.

10. Confidentiality.

(a) First Financial shall (i) keep and retain any and all information and records received from the City or generated under this Agreement in strictest confidence ("Confidential Information"); (ii) use such information or records solely for the purpose of performing its obligations under this Agreement; and (iii) neither use such information or records nor disclose such information or records to anyone without the

explicit written permission of the City through the City Manager or the City Manager's designee. First Financial warrants that it has and will continue to have safeguards in place to assure that First Financial, its agents, and its employees keep such information and records confidential. Notwithstanding the foregoing, First Financial may disclose Confidential Information to its legal counsel, accountants, auditors, lenders, financial advisors, and other professional representatives who need to know such information in connection with this Agreement ("Representatives"); provided that such Representatives are bound by customary confidentiality obligations and First Financial shall be fully responsible for any Representative's breach of this Section 10(a). The foregoing obligation shall not apply to information that (w) is or becomes generally available to the public other than as a result of a disclosure by First Financial or its Representatives in violation of this Section 10(a); (x) was known to First Financial on a non-confidential basis prior to its disclosure by the City; (y) is independently developed by First Financial without reference to or use of the Confidential Information; or (z) is required to be disclosed by applicable Law. In the event of a required disclosure pursuant to subclause (z), First Financial shall, to the extent legally permissible, give the City prompt written notice of such requirement and shall cooperate with the City, at the City's expense, in seeking a protective order or other appropriate remedy; provided that if the City does not obtain a protective order or other appropriate remedy, First Financial agrees to disclose only that portion of the Confidential Information that it is legally required to disclose on the advice of counsel. First Financial immediately shall notify the City if First Financial receives any request for records that may be governed by Ohio Revised Code § 149.43 and related sections of the Ohio Revised Code.

(b) The Parties acknowledge that City is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the City's handling of any confidentiality obligations is subject to the limitations of this Section 10(b). Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The City shall have no duty to defend the rights of First Financial or any of its agents or Affiliates in any records requested to be disclosed, provided, any disclosure by the City pursuant to the Ohio Public Records Laws shall be limited to the minimum extent required by the Ohio Public Records Laws. Upon receipt of a public records request for which any document clearly marked by First Financial as "Trade Secret" is responsive, the City will notify First Financial in writing of its intent to release records to the requestor. First Financial shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the City by either agreeing to the release of the record to the requestor without removing or redacting the language or document marked as "Trade Secret" or pursuing legal remedies to stop the City's release of requested information. Said notification shall relieve the City of any further obligation under any claim of First Financial or any of its agents or Affiliates in any jurisdiction in connection with the disclosure of such records. First Financial and its agents and Affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense. The failure of First Financial to make a response within five (5) days of receiving notice shall be deemed an agreement for release of records without redaction or removal of items marked "Trade Secret."

11. Representations and Warranties.

(a) By the City. The City represents and warrants to First Financial as of the Execution Date:

(i) The City is in good standing and is duly authorized to transact business in the State of Ohio, with full power and authority to enter into and fully perform its obligations under this Agreement.

(ii) The execution and delivery of this Agreement by the City has been duly authorized, and no consent or approval of any other Person is required for (A) the execution and delivery of this Agreement by the City that has not been obtained as of the Execution Date or (B) the performance under this Agreement by the City that has not been obtained as of the Execution Date, except as otherwise set forth in this Agreement.

(iii) This Agreement constitutes the valid, binding, and enforceable obligation of the City, subject to principles of equity and creditors rights generally.

(iv) The execution and delivery of this Agreement by the City, and the City's performance of its obligations hereunder, do not violate or otherwise breach any provision of any indenture, mortgage, lease, or other material contract, or any applicable Law, to which the City is a party or by which the City or any of its assets are bound, in each case which violation or breach will have a material adverse effect on the City's ability to perform its obligations hereunder.

(v) The City has full authority and power to grant all of the rights and Assets contemplated in this Agreement to be granted by the City to First Financial, and no other Person has any right, title, or interest that conflicts with the City's rights to grant the rights and Assets contemplated by this Agreement to be granted to First Financial.

(b) By First Financial. First Financial represents and warrants to the City as of the Execution Date:

(i) First Financial is in good standing and duly authorized to transact business in the State of Ohio, with full power and authority to enter into and fully perform its obligations under this Agreement.

(ii) The execution and delivery of this Agreement by First Financial has been duly authorized, and no consent or approval of any other Person is required for the execution and delivery of, or performance under, this Agreement by First Financial that has not been obtained as of the Execution Date.

(iii) This Agreement constitutes the valid, binding, and enforceable obligation of First Financial, subject to principles of equity and creditors rights generally.

(iv) First Financial is the sole and exclusive owner of the First Financial Marks and Convention Center Marks, and use of First Financial Marks and the Convention Center Marks in accordance with the terms of this Agreement will not infringe or otherwise violate the intellectual property, proprietary, or contractual rights of any other Person or violate any applicable Laws.

(v) The execution and delivery of this Agreement by First Financial, and First Financial's performance of its obligations hereunder, do not violate or otherwise breach any provision of any indenture, mortgage, lease, or other material contract, or any applicable Law, to which First Financial is a party or by which First Financial or any of its assets are bound, in each case which violation or breach will have a material adverse effect on First Financial's ability to perform its obligations hereunder.

(vi) First Financial has full authority and power to grant all of the rights contemplated by this Agreement to be granted by First Financial to the City, and no other Person has any right, title, or interest that conflicts with First Financial's rights to grant the rights contemplated by this Agreement to be granted to the City.

12. First Financial Indemnification; Handling of Claims by the City.

(a) First Financial Indemnification. First Financial will defend, indemnify, and hold harmless the City, its Affiliates, 3CDC, and each of their respective officers, directors, employees, equity holders, agents, representatives, licensees, successors, and assigns (each, a "City Indemnified Party" and, collectively, the "City Indemnified Parties") from and against any and all losses, including liabilities, costs, charges, judgments, claims, damages, penalties, fines, and expenses (including reasonable attorneys' fees

and expenses and costs of investigation and arbitration or litigation) to the extent incurred or suffered by any City Indemnified Party in a claim, demand, action, or proceeding made or commenced by a third party (each, a “Claim”) arising out of or in connection with any of the following: (i) any breach of, or any inaccuracy in, any representation or warranty made by First Financial in this Agreement; (ii) any breach of, or failure by, First Financial to perform any covenant, obligation, or agreement of First Financial set forth in this Agreement; (iii) the negligence or willful misconduct by First Financial in connection with this Agreement; (iv) any activation or use of the Assets by First Financial or any of its guests, invitees, patrons, or designees; (v) any actual or alleged infringement or violation of any intellectual property right or other right of any third party resulting from or related to (A) the use, adoption, or display of any Convention Center Mark or First Financial Mark used in accordance with this Agreement or (B) the use, reproduction, adoption, display, public performance, or synchronization of any material produced or provided by, or on behalf of, First Financial in connection with this Agreement; or (vi) any unfair competition, false advertising, products liability, or other claim of any nature resulting from or related to the use, adoption, or display of any Convention Center Mark by, at the direction of, or on behalf of First Financial in connection with the advertising, promotion, or sale of First Financial’s products or services or the promotion of First Financial. First Financial’s indemnification obligations shall not apply, and shall be reduced, to the extent that a Claim is caused by the negligence or willful misconduct of a City Indemnified Party.

(b) *Handling of Claims by the City.* The Parties acknowledge and agree that, as between First Financial and the City, the City is solely responsible for the management and operation of the Convention Center. First Financial acknowledges that the City, as a governmental entity, is not legally permitted under Ohio law to agree to a contractual obligation to indemnify any third party. Notwithstanding the foregoing, if any Claim is filed or asserted against First Financial relating to, arising out of, or in connection with the ownership, management, operation, or maintenance of the Convention Center, the City shall handle such Claim in accordance with its internal policies and procedures and take reasonable steps to clarify to the applicable parties to the Claim that, as between First Financial and the City, the City is solely responsible for the management and operation of the Convention Center.

13. Insurance.

(a) *First Financial Insurance.* At all times during the Term, First Financial shall maintain policies of insurance as reasonably requested by the City, which shall be of the type and with limits to cover all of First Financial’s obligations under this Agreement, including: (a) insurance as will protect First Financial from claims under the workers’ compensation Laws; (b) general liability insurance as will protect First Financial from claims for bodily injury, death, or property damage which may arise from First Financial’s exercise of its rights or performance of its obligations under this Agreement, with a combined single limit for bodily injury and property damage liability of a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (c) media liability or equivalent professional liability insurance, with a minimum limit of \$10,000,000 each claim and in the aggregate to cover claims related to infringement of intellectual property rights (including trademark, copyright, trade name, trade dress, slogan, etc.), as well as rights of publicity claims, written on a claims-made (not occurrence) form and also maintained throughout the applicable statute of limitations or repose (where and when applicable) following termination of this Agreement; and (d) \$10,000,000 of umbrella liability coverage combined single limit no more restrictive than the underlying commercial general liability and automobile liability policies. The City shall be named as an additional insured under the general liability insurance policy and the policy shall contain a waiver of subrogation in favor of the City. First Financial shall furnish the City with Certificates of Insurance or other verification satisfactory to the City certifying that the insurance policies and amounts required by this Agreement are in effect as required. Such certificates shall include a notice of cancellation clause that requires notification of cancellation to be sent to the City. First Financial shall notify the City in writing at least ninety (90) days prior to First Financial’s cancellation of any insurance policy. First

Financial shall notify the City in writing within five (5) days of notice from the insurer of insurer's intent to cancel or not renew any policy required under this Agreement.

(b) City Self-Insurance. First Financial acknowledges that the City is self-insured, and the City confirms that the City's self-insurance program applies to the ownership, management, operation, and maintenance of the Convention Center. First Financial acknowledges and agrees that the City shall not be required to maintain insurance through a commercial insurance carrier. During the Term, the City shall cause each Convention Center Operator to maintain industry standard insurance for operators or managers of Comparable Facilities, as reasonably determined by the City.

14. Limitation of Damages. Notwithstanding anything to the contrary contained in this Agreement, in no event will a Party be liable to any other Party for any consequential, special, indirect, incidental, punitive, exemplary, or similar damages (including damages for loss of use, business, or profit) that any other Party suffers in connection with this Agreement, regardless of whether such action is based in contract, tort, or any other legal theory and whether such Party has been advised of the possibility of such damages or if such damages could have been reasonably foreseen. The foregoing limitation of damages will not apply to First Financial's indemnity obligations pursuant to Section 12.

15. First Financial Right of First Negotiation. If this Agreement has not been terminated in accordance with Section 2(b), then beginning no later than six (6) months after the commencement of Contract Year 13 and continuing until the earlier of (a) the Parties' execution of a definitive agreement extending or renewing this Agreement, (b) the delivery of written notice by either Party to the other stating that it does not wish to pursue such extension or renewal, or (c) the commencement of Contract Year 14 (the "Negotiation Period"), First Financial shall have the exclusive right to negotiate with the City regarding an extension or renewal of this Agreement. Prior to the expiration of the Negotiation Period (or, if either Party has timely delivered an Opt-Out Notice in accordance with Section 2(b), the date of delivery of such Opt-Out Notice), the City shall not solicit (including issuing requests for proposal), negotiate, or enter into discussions with any third party regarding primary naming rights with respect to the Convention Center. If the Negotiation Period expires without the Parties executing a definitive agreement for such extension or renewal, the City shall thereafter be free to solicit, negotiate, and enter into agreements with any third party with respect to the Convention Center naming rights, without further obligation to First Financial.

16. Miscellaneous Provisions.

(a) Conflicting Terms; Severability. The Parties acknowledge that the City is a governmental entity and, as such, its freedom to contract may be restricted or limited by applicable Laws. To the extent any term or condition of this Agreement conflicts with, is restricted by, or cannot be enforced due to the application of an applicable Law, or if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction (each, a "Conflicting Term"), such Conflicting Term shall be automatically reformed, construed, and enforced so as to (i) comply with the applicable Law, and (ii) most nearly give effect to the intent of the original term or condition as expressed in this Agreement.

(b) Relationship of Parties. All Parties will at all times be independent contractors with respect to each other, and this Agreement will not constitute either Party as the principal, agent, partner, or legal representative of the other Party for any purpose whatsoever. Nothing herein shall be construed as creating a partnership or joint venture between the Parties.

(c) Third Party Beneficiaries. Except as otherwise set forth in Section 12, this Agreement does not and is not intended to confer any rights upon any Person other than the Parties.

(d) Compliance with Laws; Subject and Subordinate. This Agreement is subject and subordinate to all applicable Laws, as any of the foregoing currently exist or as they may be amended or modified from time to time after the Execution Date. First Financial, in the exercise of its rights or the performance of its obligations under this Agreement, shall comply with all applicable Laws, including those of the federal government, the State of Ohio, the County of Hamilton, and the City of Cincinnati. If, at any time after the Execution Date, any further action is necessary or desirable to comply with any applicable Laws, the Parties shall take or cause to be taken all such necessary or desirable action, including the execution and delivery of such instruments and documents as may be reasonably requested by the other Party for such purpose.

(e) Waiver. This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

(f) Notices. All notices, requests, or offers required or permitted to be made under this Agreement shall be personally served or sent by U.S. mail, postage prepaid, unless another method of delivery is specified herein, and addressed to the parties as follows (or to one or more such other addresses as a Party may designate as its new addresses for such purpose by notice given to the other in accordance with this Section 16(f)):

If to the City:

City of Cincinnati
801 Plum Street
Cincinnati, Ohio 45202
Attn: Assistant City Manager

with a copy to:

City of Cincinnati
801 Plum Street, Rm. 212
Cincinnati, Ohio 45202
Attn: City Solicitor

with a copy to:

ArentFox Schiff LLP
1717 K Street, NW
Washington, DC 20006
Attn: Amy McFarland, Esq.

If to First Financial:

First Financial Bank
255 E 5th St.
Cincinnati, OH 45202
Attn: Karen Woods

with a copy to:

Keating Muething & Klekamp PLL
One East Fourth Street
Suite 1400
Cincinnati, OH 45202
Attn: Julie Muething

(g) Assignment; Subcontracting.

(i) *Assignment by the City.* The City may transfer its interest (in whole or in part, by operation of law, or otherwise), whether by security agreement, collateral assignment, or transfer of any other kind (collectively, “Assign”) in this Agreement or any of its rights under this Agreement (each, an “Assignment”) without the prior written consent of First Financial. Effective as of the date of such Assignment, the City will be relieved of any further obligations under this Agreement so long as (A) such assignee is capable of performing the obligations of the City under this Agreement; and (B) the assignee assumes in writing for the benefit of First Financial all obligations in respect of the rights Assigned to such assignee under this Agreement. Notwithstanding the foregoing, if the City seeks to Assign the Agreement in connection with the sale of the Convention Center by the City to a third party, then (1) the City shall provide First Financial with written notice at least ninety (90) days prior to the date of such proposed Assignment, including reasonable information regarding the proposed purchaser (the “Assignment Notice”); and (2) First Financial shall have the right to terminate this Agreement by written notice to the City (the “Assignment Termination Notice”) at any time commencing upon First Financial’s receipt of the Assignment Notice and ending ninety (90) days thereafter (the “Assignment Termination Notice Period”). If First Financial delivers the Assignment Termination Notice prior to the end of the Assignment Termination Notice Period, then this Agreement shall automatically terminate and shall be of no further force or effect on the date of the City’s receipt of the Assignment Termination Notice. If First Financial does not deliver the Assignment Termination Notice prior to the end of the Assignment Termination Notice Period, then this Agreement shall continue in full force and effect.

(ii) *City Subcontracting.* The City may, in the ordinary course of business, subcontract, license, sublicense, or otherwise engage one or more third parties, including Convention Center Operators and Plaza Operators, to perform services or operate the Convention Center or the Plaza, in whole or in part. Any such subcontracting, delegation, licensing, sublicensing, or engagement shall not constitute an Assignment of this Agreement or of any of the City’s rights or obligations hereunder and shall not require the consent of First Financial, provided, however, that all such arrangements shall remain subject to Section 5(f) and the City’s continuing obligations under this Agreement.

(iii) *Assignment by First Financial.* First Financial may not Assign or sublicense its interest in this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the City; provided that First Financial may Assign this Agreement in whole without the City’s consent to any successor, acquirer, or transferee of First Financial’s business in connection with a First Financial Change of Control, and First Financial will be relieved of any further obligations under this Agreement so long as (A) such assignee is capable of performing the obligations of First Financial under this Agreement; and (B) the assignee assumes in writing for the benefit of the City all obligations in respect of the rights Assigned to such assignee under this Agreement.

(h) *Media Releases.* Any public statement, public announcement, or other media release to be issued in connection with this Agreement by any Party must be approved by both Parties in writing before its release. The Parties will agree in advance on any press announcements regarding this Agreement, as

well as the timing of the release of any such announcements. The Parties contemplate issuing a mutually approved press release following the full execution of this Agreement.

(i) Headings. The Paragraph and Section headings in this Agreement are for convenience only and will not be used in the interpretation or be considered part of this Agreement.

(j) Survival. The provisions set forth in Sections 6(b), 6(d), 7(b), 7(d), 9, 10, 12, 14, and 16 together with any other provisions of this Agreement (including payment provisions) that by their terms and nature are intended to survive expiration or termination, will survive the expiration or termination of this Agreement.

(k) Entire Agreement. This Agreement, including all Schedules and Exhibits hereto, contain the entire contract between the Parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

(l) Governing Law; Venue. This Agreement is entered into and is to be performed in the State of Ohio. The City and First Financial agree that the law of the State of Ohio shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement without regard to choice of law and conflicts of law principles. First Financial and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by First Financial to the City in connection therewith.

(m) Amendments. This Agreement may be modified or amended only by a written contract duly executed by the Parties.

(n) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered electronically by fax or by email as a .PDF attachment, and all such counterparts will be deemed, and will have the same legal force and effect as, an original counterpart.

(o) No Inferences. Each Party is represented in this transaction by separate counsel, and the Parties have participated jointly in the negotiation and drafting of this Agreement. If there is an ambiguity or a question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any provisions of this Agreement. No prior draft of this Agreement, or any negotiations or proceedings in pursuit of this Agreement, will be offered or received as evidence to explain, construe, interpret, contradict, or clarify the terms of this Agreement or the intent of the Parties or their respective counsel.

(p) General Interpretive Principles. Except as otherwise provided in this Agreement or unless the context otherwise requires, (i) the terms defined in Section 1 have the meanings assigned to them in Section 1 and include the plural as well as the singular; (ii) the use of any gender will be deemed to include the other genders; (iii) accounting terms have the meanings assigned to them in accordance with generally accepted accounting principles, consistently applied; (iv) references to “Sections,” “subsections,” “paragraphs,” and other subdivisions without reference to a document are to designated sections, subsections, paragraphs, and other subdivisions of this Agreement; (v) a reference to a subsection without further reference to a section is a reference to such subsection as contained in the same section in which the reference appears, and this rule also will apply to paragraphs and other subdivisions; (vi) the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole and

not to any particular provision; (vii) the word “including” means “including, but not limited to”; (viii) the words “not including” mean “excluding only”; (ix) the word “or” means “and/or” unless the context clearly prohibits that construction; (x) any approval or consent of a Party required under this Agreement will be deemed to mean the approval or consent of such Party, in its sole discretion, and such Party will not be liable for withholding or delaying such approval or consent, or denying any request for such approval or consent; and (xi) when the term “commercially reasonable efforts” is used with respect to the obligation of either Party to cause any action or inaction by a third party, or is otherwise dependent on the actions or inactions of any third party, such term does not include the obligation of such Party to expend any material sum, and such Party will not be in breach of this Agreement if such commercially reasonable efforts fail as the result of any such action or inaction of any such third party.

(q) Further Assurances. Each of the Parties will execute, acknowledge, and deliver, without additional consideration, such further assurances, instruments, and documents, and will take such further actions, as the other Party may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(r) Time is of the Essence. With regard to all dates, deadlines, and time periods set forth or referred to in this Agreement, time is of the essence; provided, however, that notwithstanding anything to the contrary in this Agreement, for any payment, notice, or other delivery deadline under this Agreement that would fall on a non-business day, such deadline will be deemed to be on the next business day.

(s) Expenses. Except as expressly set forth in this Agreement, each Party will bear its own expenses in connection with this Agreement and the transactions contemplated hereby.

(t) Exculpation. First Financial agrees that, in pursuing its rights and remedies against the City under this Agreement, it shall look only to the City or its property for the satisfaction of First Financial’s remedies, and First Financial will not have recourse against, seek to impose liability upon, or otherwise look to the property or assets of any of the City’s current or future public officials, employees, contractors, agents, or representatives, whether disclosed or undisclosed. Similarly, the City agrees that, in pursuing its rights and remedies against First Financial under this Agreement, it shall look only to First Financial or its property and assets for the satisfaction of the City’s remedies, and the City will not have recourse against, seek to impose liability upon, or otherwise look to the property or assets of any of First Financial’s current or future officers, directors, employees, equity holders, agents, or representatives, whether disclosed or undisclosed.

(u) No Event Representations, Warranties, or Covenants. First Financial acknowledges that the City has neither made nor are making any representations, warranties, or covenants of any nature whatsoever (i) the number of events that will take place at the Convention Center, (ii) the identity of any teams or performers who may participate in, or perform at, any Convention Center events, or (iii) the attendance at any such Convention Center events.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

FIRST FINANCIAL BANK
an Ohio-state chartered bank

By: _____
Name: _____
Title: _____

*WHEREAS, execution of this Agreement was authorized by Ordinance No. _____
passed by City Council on _____.*

CITY OF CINCINNATI

By: _____
Sheryl M. M. Long, City Manager

Date: _____, 2026

APPROVED AS TO FORM:

/s/ Marion E. Haynes III
Assistant City Solicitor

CERTIFICATION OF FUNDS:

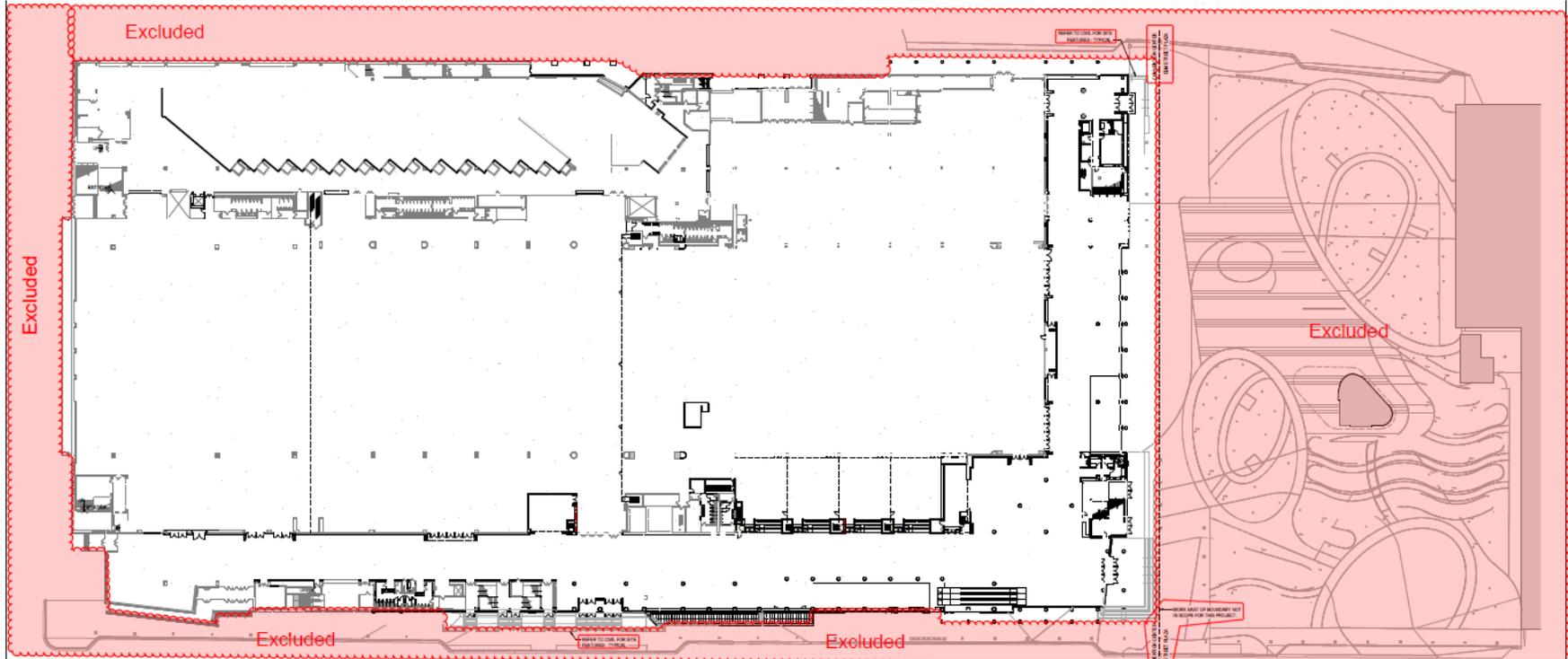
Date: _____

Fund: _____

Amount: _____

Finance Director

SCHEDULE 1
CONVENTION CENTER DEPICTION



SCHEDULE 2

ASSETS

1. Exterior Static Signage. First Financial will receive static signage on the exterior of the Convention Center in the following locations, with the content and details of such signage to be mutually agreed upon by the Parties (the “Exterior Signage”):
 - (a) Central Avenue sign above the LED board (the “Central Avenue Sign”);
 - (b) Main entrance at the corner of 5th Street and Elm Street (one (1) exterior sign (the “Main Entrance Sign”) and one (1) interior sign in the area immediately surrounding the entrance); and
 - (c) Secondary entrance at the corner of 6th Street and Elm Street (one (1) exterior sign and one (1) interior sign the area immediately surrounding the entrance).
2. Interior Lobby Static Signage. First Financial will receive static signage within the Convention Center’s 5th Street lobby and the 6th Street lobby, with the content and details of such signage to be mutually agreed upon by the Parties (the “Interior Signage”):
3. Digital Signage. First Financial will receive the following with respect to digital signage within the Convention Center (the “Digital Signage”):
 - (a) The opportunity to provide video content to the City to be featured on the LED board on the west facade of the Convention Center. All such content shall be subject to the City’s rules and regulations applicable to the west facade LED board and such content will be displayed for at least one (1) hour per day; and
 - (b) One (1) or more mutually agreed upon First Financial Marks will be featured on the digital rotational signage boards for at least one (1) hour per day.
4. Interactive Teller Machine. First Financial will receive the right to place an Interactive Teller Machine at a mutually agreed upon location within the Convention Center.
5. Branded Welcome Desk. First Financial will receive the right to brand the welcome desk located in the 5th Street Lobby with the content and details of such branding to be mutually agreed upon by the Parties.
6. On-Site Activation. The City shall provide First Financial with mutually agreed upon on-site activation opportunities within the Convention Center, including providing First Financial the right to operate and use the branded welcome desk to distribute materials and promote First Financial.
7. Hospitality. Up to ten (10) times each Contract Year, subject to availability, First Financial will receive the opportunity to use meeting rooms, the rooftop terrace, and ballrooms within the Convention Center (excluding the exhibit halls) for a meeting, conference, or event. For the avoidance of doubt, for any multi-day meeting, conference, or event, each day of such meeting, conference, or event shall count individually toward the ten (10) opportunities to use such spaces within the Convention Center. All such uses of space within the Convention Center shall be rent-free. First Financial shall be responsible for all other costs and expenses related to the use of such space, including catering, cleaning, security, and A/V equipment rental and may not charge admission in connection with any such use.

SCHEDULE 3

CONVENTION CENTER LOGOS

Primary Convention Center Logo:



Additional Convention Center Logos:



SCHEDULE 4

FIRST FINANCIAL MARKS

first[®] first financial bank

first[®] first financial bank

first[®]

first financial bank

first[®]

first financial bank

SCHEDULE 5
FIRST FINANCIAL GUIDELINES

See attached.