



2026 LEXINGTON BASEBALL SPONSORSHIP AGREEMENT

This Lexington Baseball Sponsorship Agreement (“Agreement”) is made by and between **Temerity Baseball Team III, LLC** (“Team”) and **LFUCG** (“Sponsor”), as of January 29, 2026. Sponsor desires to display advertisements at the Lexington Stadium at 207 Legends Lane, Lexington, KY 40505 (“Ballpark”) and/or to be a sponsor of the Lexington professional baseball team.

The Agreement consists of the Basic Provisions below, and the Terms and Conditions noted on the following page. By Sponsor’s signature below, Sponsor acknowledges that Sponsor has read and understands the provisions of this Agreement, and that Sponsor agrees to the provisions of this Agreement.

BASIC PROVISIONS:

Sponsor:

Legal Business Entity Name: LFUCG
Contact Person: Ken Armstrong
Address: 200 E. Main St. Lexington, KY 40507
Phone: 859.258.3280
E-mail: karmstrong@lexingtonky.gov

Assets: Subject to the Terms and Conditions, Team shall furnish to or make available for the benefit of Sponsor, the assets as described in **Schedule A** of this Agreement.

Term: Subject to the Terms and Conditions, this Agreement shall begin and extend through the playing seasons and date(s) as follows (the “Term”):

Years/Seasons	One (1) – 2026
Start Date/End Date	January 1, 2026 - September 30, 2026

Term Renewal: Unless terminated pursuant to the terms herein or otherwise agreed to in writing, this Agreement shall automatically renew, subject to appropriation by future Council, for the period of January 1 - September 30 for each subsequent calendar year, and Sponsor shall continue to pay the fees as set forth in Schedule B of this Agreement (“Sponsorship Fees”).

Investment: In consideration of Team’s provision of the assets described in Schedule A, Sponsor shall make the payments set forth in **Schedule B** of this Agreement, and shall perform any other obligations set forth in this Agreement.

The parties hereto have caused this Agreement (including the Basic Provisions, the Terms and Conditions and any Schedules to the Agreement) to be executed as of the date first above written.

TEMERITY BASEBALL TEAM III, LLC

SPONSOR


 Justin Ferrarella
 Temerity Baseball Team III, LLC
 General Manager

 Mayor Linda Gorton
 LFUCG

LEXINGTON BASEBALL SPONSORSHIP AGREEMENT

TERMS AND CONDITIONS

The Agreement, including the Basic Provisions on the preceding page, is subject to the following terms and conditions. Capitalized terms not otherwise defined in these terms and conditions shall have the meaning ascribed to them in the Basic Provisions on the preceding page.

1. **Signage and Sponsorship Conditions and Limitations.** Team's obligation to furnish the inventory described in **Schedule A** shall be conditioned or otherwise limited as follows:

a. All of Sponsor's advertising and promotional materials are subject to the prior written approval of Team and/or the Atlantic League of Professional Baseball Clubs, Inc. ("ALPB"). Such approval, if given, will be given in a reasonable and timely manner and will not be unreasonably withheld. Team shall have the right to inspect and require change or deletion of advertising and promotional copy or material that Team deems, in its sole discretion, to be contrary to: (i) Team's rules, policies or best interests, or those of ALPB; (ii) Team's existing sponsorship relationships, category-exclusive or otherwise, by way of "pass-through" or any other similar manner; (iii) generally-accepted community standards of good taste; or (iv) any applicable laws, ordinances or other public regulations. Such requirements will not be unreasonably imposed, and the foregoing approvals and requirements will be consistently given and imposed on all sponsors.

b. Sponsor shall be responsible for the cost of all design and artwork to include any necessary modifications relating to advertising inventory to be displayed hereunder. Team shall be responsible for the costs associated with the initial fabrication, installation or programming of such advertising inventory to be displayed hereunder; *provided, however*, that Sponsor agrees to provide Team with such design or artwork within production and installation schedules as reasonably set by Team, failing which Sponsor shall be responsible, subject to appropriation by council, for any reasonable costs incurred by Team resulting from such failure.

c. Following the initial fabrication, installation and programming of Sponsor's advertising inventory to be displayed hereunder, Sponsor may alter the appearance of such advertising inventory: (i) at Sponsor's sole expense, (ii) upon thirty (30) days' prior written notice to Team, and (iii) subject to all approvals and requirements as set forth herein.

d. Team, acting in good faith and upon due consultation with Sponsor, may dim illumination, fail to illuminate, cover up, or otherwise preclude the view any of Sponsor's advertisements displayed in the Ballpark under any of the following conditions:

i. **Safety of guests and patrons.** If such action is appropriate for the safe and orderly operation of the Ballpark, as determined by Team in its reasonable discretion;

ii. **Non-public events.** If specific Sponsor advertisements are inconsistent with the nature of such an event in the Ballpark, such as private collegiate, religious, political or professional conventions or trade shows, provided that the organizer, promoter, governing body or sponsor of such event requests that such action be taken;

iii. **Special events.** If such action is required under the terms of Team's (or public entity user's) agreement with a sponsor or promoter of such a special event (including, by way of example only and without limitation, tournament, playoff or other championship events of the National Collegiate Athletic Association, Atlantic Coast Conference, Southeastern Conference, or other similar intercollegiate athletic governing body or organization, "All-Star" or exhibition events of ALPB, or other similar professional league or organization, events associated with the Olympic movement or organizations, or musical concerts). Team will use its best efforts to provide Sponsor with prior written notice of any such special events; or

iv. Staging of an event. If the staging requirements of a specific event in the Ballpark, including by way of example only and without limitation a musical concert, exhibit, movie, or television broadcast, necessitate such action, and such action is required for all similarly located advertisements.

e. In the event the only guests at an event in the Ballpark will be the employees, customers or other guests of a competitor of Sponsor (such as in the case of a privately-held function at the Ballpark), while Team may not dim illumination, fail to illuminate, cover up, or otherwise preclude the view any of Sponsor's advertisements displayed in the Ballpark, such competitor of Sponsor will be permitted to display temporary signage (which might otherwise conflict with any category exclusivity granted to Sponsor, herein) for the duration of such private event. Such temporary displays will be removed promptly following the conclusion of such private event.

2. **Representations and Warranties.** Team and Sponsor each represent, respectively:

a. This Agreement has been duly authorized, executed and delivered, and constitutes a legal, valid and binding obligation, enforceable against it, in accordance with the terms hereof, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity.

b. The execution, delivery and performance of this Agreement do not conflict with, nor will result in, a breach or violation of any material agreement to which it is a party.

c. It is a duly-organized and validly existing entity under the laws of the State of its formation, and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement. Sponsor further represents that it possesses all rights necessary to allow display of its advertisements in the Ballpark and use of its name or logos in connection with sponsorship of the Team, including without limitation all necessary copyrights and trademarks.

3. **ALPB Rules.** This Agreement is subject to the Bylaws and all rules, regulations and agreements of ALPB as they presently exist or as they may, from time to time, be entered into, amended or adopted.

Broadcast Rights and Copyright Retention. Any provision herein to the contrary notwithstanding, the Team and/or ALPB shall be regarded for all purposes, including without limitation for the purposes of federal copyright law, as the holder of all rights in and to all broadcast or rebroadcast of all, or any portion of, any of the Team's games, play-by-play descriptions, pre-game, or post-game shows, in which the Sponsor participates or advertises hereunder, together with all rights and obligations resulting therefrom, and the Team and/or ALPB shall have the exclusive right to authorize, consent, and control any and all replaying, rebroadcasting, or other use of such broadcasts. Such authorization or consent of the Team and/or ALPB may be withheld for any reason or no reason, in the sole discretion of the Team and/or ALPB.

4. **Use of Trademarks and Service Marks.**

a. Sponsor recognizes and acknowledges the Team's exclusive ownership, right, title, and interest to the Team's trademarks, logos, and service marks ("Team Marks"). Any rights granted to Sponsor to use the Team Marks are subject to the control of the Team and shall cease immediately upon the expiration or earlier termination of this Agreement. Sponsor shall not have the right to use or the right to authorize the use by third parties of any of the Team Marks, except as expressly permitted under this Agreement.

b. Sponsor agrees that it shall not, during the term of this Agreement or thereafter, directly or indirectly: (i) contest the validity of the Team Marks or any of the Team's registrations pertaining thereto, in the United States or elsewhere; or (ii) adopt the Team Marks or any term, word, mark or designation which is in any aspect confusingly similar to the Team Marks. Sponsor specifically acknowledges and agrees that any use of the Team Marks pursuant to this Agreement shall not create in Sponsor any right, title or interest in the Team Marks. Sponsor further agrees that it will not at any time do or cause to be done any act or thing,

directly or indirectly, which contests, clouds or otherwise impairs any right, title and/or interest of Team in the Team Marks. Sponsor shall not represent, in any manner, that it has any ownership right, title or interest in the Team Marks or the registrations thereof.

5. Termination.

a. This Agreement may be terminated by either party upon the other party's breach of any of its material covenants and agreements in this Agreement or the breach of any of its representations or warranties under this Agreement, if such breach is not cured or remedied by the breaching party to the aggrieved party's reasonable satisfaction within thirty (30) days after delivery of written notice to the breaching party specifying the nature of the breach (or within a reasonable period of time following delivery of the notice, if the nature of the breach is such that it cannot be reasonably cured within thirty (30) days). If Team terminates this Agreement pursuant to this section, no portion of any Sponsorship Fees paid by Sponsor prior to the date of such termination shall be refundable.

b. This Agreement may be terminated by either party upon notice to the other if Team's territory is "drafted" by ALPB at any time during the Term. Neither party shall have any remaining rights, responsibilities, liabilities or obligations arising out of this Agreement following the date of termination pursuant to this Section.

c. Either party may terminate this Agreement by giving notice to the other party at least thirty (30) days prior to the expiration of the initial renewal Term or any subsequent renewal Term via email to Vince Marcucci at vmarcucci@kcballers.com or in accordance with Section 8 of this Agreement. If Sponsor terminates this Agreement pursuant to this section, no portion of any Sponsorship Fees paid by Sponsor prior to the date of such termination shall be refundable.

6. Fees. Team reserves the right to suspend the Services at any time if Sponsor fails to pay Team's invoices in a timely manner. Sponsor agrees to reimburse Team for any costs of collection, including reasonable attorneys' fees.

7. Force Majeure. In the event compliance with any of each party's obligations under this Agreement is impractical or impossible due to any unforeseen circumstance or emergency, including, but not limited to, player strikes, management lockouts, or other labor disputes, embargoes, flood, earthquake, storm, lightning, fire, epidemic, acts of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism, restraint by court order or order of public authority, global pandemic, failure of machinery or equipment or any other occurrence beyond such party's reasonable control (each occurrence being an "Event of Force Majeure"), then such party shall not be in breach or default of its obligations under this Agreement, but instead the time for performance of such obligations shall be extended for a period equal to the duration of the Event of Force Majeure.

8. Notices. All notices, demands and other communications between the parties required hereunder shall be in writing and deemed given upon personal delivery, electronic mail ("e-mail"), or if mailed with confirmation of delivery to the respective addresses set forth below. Any party may specify another or different address by notice to the other as provided herein.

To Team: Temerity Baseball Team III, LLC
 207 Legends Lane
 Lexington, Kentucky 40505
 Attn: General Manager – Justin Ferrarella
 e-mail: jferrarella@lexington Legends.com

To Sponsor:

Legal Business Entity Name: LFUCG
Contact Person: Ken Armstrong
Address: 200 E. Main St. Lexington, KY 40507
Phone: 859.258.3280

9. **Choice of Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky, without regard to the conflicts of laws principles thereof.
10. **Reservation of Rights.** Any and all rights not granted herein are expressly reserved to Team. Nothing herein contained shall be deemed a commitment by Team on behalf of any of its managerial, coaching, or player employees, with the exception of any specific provisions or obligations contained in **Schedule A** of this Agreement.
11. **Waiver.** No waiver by any party hereto of any covenant or condition of this Agreement shall constitute a waiver by such party of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement.
12. **Binding Effect and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Sponsor shall not sell, assign or otherwise transfer its rights and obligations hereunder without the prior written consent of Team. Team may transfer its rights and obligations hereunder without the consent of Sponsor; *provided, however,* that in such instance the transferee agrees to be bound by Team's obligations to Sponsor hereunder. Notwithstanding the foregoing, Team and/or its members or affiliates shall have the right to assign this Agreement and its right to receive payments from Sponsor hereunder to any bank, lending or financial institution to secure any indebtedness of Team and its affiliates. If Team notifies Sponsor of any such assignment to any bank, lending or financial institution, then Sponsor shall, if and when requested by such bank, lending or financial institution in writing, pay all amounts payable by Sponsor hereunder directly to such bank, lending or financial institution, as the case may be.
13. **Entire Agreement; Modification.** This Agreement is an integrated contract which contains all agreements of the parties with respect to the subject hereof. No other prior or contemporaneous agreement or understanding pertaining to the subject shall be effective. This Agreement may be modified in writing only, signed by the parties hereto. There are no oral or written statements, representations, agreements or understandings which modify, amend or vary any of the terms of this Agreement. Unless the context requires otherwise, reference such as or similar to "hereof" refer to this Agreement and the Schedules hereto as a whole and not merely to the paragraph, section or other subdivision in which such words appear. In the event that any one or more of the phrases, sentences, clauses, or paragraphs contained in this Agreement shall be declared invalid, this Agreement shall be construed as if it did not contain such phrase, clause or paragraph.
14. **Confidentiality.** Team and Sponsor agree that they will hold the terms and conditions of this Agreement in strict confidence and shall not make any disclosure, publicly or privately, of the terms and conditions hereof (including any initial public announcement of the existence or terms of this Agreement), other than as agreed mutually by the parties, and except as otherwise required by law.

SCHEDULE A

INVENTORY

- 8 ft tall by 32ft wide OF Billboard
- Video board commercial to be played pregame
- Lexington Legends to help produce a separate :15/:30 second commercial for the videoboard

SCHEDULE B

FEES AND OTHER SPONSOR OBLIGATIONS

Sponsor shall pay the Sponsorship Fees in the following amounts:

Initial Term Fees:

Year 1 \$24,000

Total \$24,000

Payment Schedule as follows:

60 days after the contract is signed.

Payment Terms:

- a. Sponsor shall make full payment by **March 15, 2026**
- b. Sponsor agrees to pay any and all costs that Team suffers as a result of failure of payment.
- c. Sponsor may revoke this payment authorization by emailing Justin Ferrarella at jferrarella@lexingtonlegends.com such time and manner as to afford the Team a reasonable opportunity to act upon Sponsor's request.
- d. If Sponsor revokes this authorization, Sponsor will still be responsible for paying the remaining amounts owed under the terms of this Agreement at the time of revocation.
- e. If any payment subject to this Agreement is returned unpaid, Sponsor authorizes the Team to resubmit a charge up to two additional times (or any greater number permitted by law) and/or cancel Sponsor's Account following 30 days' notice.
- f. Sponsor understands that its bank may charge a fee if a payment is returned for insufficient funds, and that the Team will have no liability for any such fee.