

**NAMING RIGHTS AGREEMENT
FOR THE PAVILION AT HENRY A. TANDY CENTENNIAL PARK**

This Naming Rights Agreement ("Agreement") is made and entered into as of the 16 day of November, 2025, by and between the Lexington-Fayette Urban County Government ("LFUCG") located at 200 East Main Street, Lexington, Kentucky, 40507, and Fifth Third Bank, National Association, a federally chartered institution ("Fifth Third") located at 750 East Jefferson Street, Louisville, Kentucky, 40202 (each a "Party" and collectively, the "Parties").

WHEREAS, LFUCG is the owner of certain real property described on Exhibit A (the "Premises") and commonly referred to as "Henry A. Tandy Centennial Park," located at 251 West Main Street in downtown Lexington, Kentucky, and the exhibition pavilion on the Premises ("Pavilion");

WHEREAS, the Pavilion was built in 2010 with a contribution to the Downtown Lexington Corporation from Fifth Third in the amount of \$750,000;

WHEREAS, LFUCG granted Fifth Third sole and exclusive naming rights to the Pavilion for fifteen years commencing on the date of its opening to the public, and it has been named and referred to as the "Fifth Third Bank Pavilion" since that time;

WHEREAS, LFUCG wishes to continue the naming agreement for the Pavilion with Fifth Third;

WHEREAS, Fifth Third is the owner of the trademark "Fifth Third" and the logo owned trademarked by Fifth Third. The said mark and logo are recognizable and represent Fifth Third;

WHEREAS, the Parties desire to enter into a naming rights agreement pursuant to which LFUCG will grant Fifth Third temporary exclusive naming rights of the Pavilion located on the Premises in return for certain benefits set forth below.

NOW THEREFORE, it is agreed as follows:

1. Definitions

- a. As used herein, the following terms have the following meanings:
 - i. "Mark" shall mean the words "Fifth Third."
 - ii. "Logo" shall mean the approved logos for usage by Fifth Third as provided and indicated in the Brand and Style Guide attached hereto as Exhibit B.
 - iii. "LFUCG Logo" shall mean the approved logos for usage by LFUCG as provided and indicated in Exhibit B.
 - iv. The "Intellectual Property" shall mean collectively the Mark, the Logo and any trade dress for either party.

- b. All specific uses of the Intellectual Property of either party must be in conformity with Exhibit B.

2. Ownership of the Intellectual Property.

- a. Fifth Third grants, subject to the terms and conditions hereof, to LFUCG, the royalty-free, limited, non-exclusive, non-transferable, non-assignable, revocable license during the term of this Agreement to use the Intellectual Property solely in conjunction with the naming of the Pavilion on the Premises.
- b. All specific uses of the Intellectual Property must be reviewed and approved by Fifth Third prior to use.
- c. Fifth Third hereby represents and warrants that the trademark "Fifth Third" and the Logo depicted in Exhibit B are presently registered with the United States Patent and Trademark Office, and that it has the right to grant a license to Owner in accordance with the terms of this Agreement.
- d. LFUCG acknowledges that Fifth Third is the sole owner of its Intellectual Property and that all goodwill relating to the Intellectual Property shall be and remain the sole and exclusive property of Fifth Third.
- e. Fifth Third acknowledges that LFUCG is the sole owner of its Intellectual Property and that all goodwill relating to the Intellectual Property shall be and remain the sole and exclusive property of LFUCG.
- f. The Parties acknowledge that neither has acquired any right, title, interest or claim of ownership in the other's Intellectual Property except for the rights granted in this Agreement.
- g. The use by LFUCG of the Intellectual Property, and all goodwill arising from such use, shall inure solely to the benefit of Fifth Third and shall be solely the property of Fifth Third in the event this Agreement is terminated for any reason. Upon termination of the Agreement, any and all rights granted to Owner in the Intellectual Property shall automatically terminate. LFUCG further will not alter, modify, dilute or misuse the Intellectual Property, bring any of it into disrepute, or challenge Fifth Third's rights in it.

3. Naming.

- a. LFUCG agrees as follows:
 - i. To permit the exclusive naming of the Pavilion as the "Fifth Third Bank Pavilion" in accordance with Exhibit B. Such exclusive naming only applies to the naming of the Pavilion and shall not apply to the name of the Premises.
 - ii. To employ the Mark and Logo as the exclusive name of the Pavilion. Reference to the Pavilion shall be as indicated in Exhibit B. During the Term, LFUCG hereby agrees to display the Intellectual Property in accordance with the provisions hereof and, in the case of the Logo as depicted on Exhibit B. The parties intend that LFUCG use color versions of the logo to the maximum extent practical. The final size,

locations, construction, design, specifications, cost and expense of signs will be jointly designed and agreed upon by Fifth Third and LFUCG.

- iii. To permit the installation of the mark or logo in a manner that provides visual prominence so long as sight lines for the safe and appropriate use of the Pavilion are not impaired:
 - 1. in areas identified as "A" and "B" in the Assets and Marketing document, attached hereto as Exhibit C.
 - 2. any additional signage or locations as agreed by the Parties.
- iv. To refer to the Pavilion in all of its media and communications as the "Fifth Third Bank Pavilion at Tandy Park".
- v. To require and include in all agreements between LFUCG and any third parties to refer to and/or the use of the Logo on their websites, in social, print and broadcast media as above when referring to the Pavilion.
- b. The parties agree to act in good faith to agree upon the exact size, location and/or depiction of the Mark and Logo to be employed by LFUCG. All specific uses of the Intellectual Property must be reviewed and approved by Fifth Third prior to use.
- c. Notwithstanding the foregoing, Fifth Third may require alterations or changes. In that case, Fifth Third shall provide notice of the alteration and provide the alternative Intellectual Property and shall pay the cost of removal of the previous and installation of the alternate intellectual property. In the event that Fifth Third selects a logo different from the Mark or Logo during the Term, LFUCG agrees to use such alternative or additional logo, provided:
 - i. Fifth Third grants to LFUCG a license to use such logo substantially in the form of the License granted hereby;
 - ii. Fifth Third pays the entire cost or loss incurred by LFUCG in discontinuing the use of the logos and the substitution of an alternative logo, including but not limited to the cost of manufacturing and installing new signs, and;
 - iii. That the use of any alterations or changes shall not materially increase the cost of complying with the agreement to LFUCG.
 - iv. That LFUCG has sixty (60) days from the provision of the alternative to notify any third parties and amend its media and communications.
- d. To permit the use of the Premises for two Fifth Third events which are open and available to the public as agreed by the Parties and one private event subject to approval by LFUCG during the Term.
- e. To reinvest the consideration solely and exclusively into the Premises.

4. Consideration.

- a. In consideration for the rights granted it in this Agreement, Fifth Third hereby agrees to pay \$70,000 annually to LFUCG.

- b. The first payment of \$70,000 is to be paid at the commencement of this Agreement. The second payment of \$70,000 is to be paid in January of 2027. The third payment of \$70,000 is to be paid in January of 2028.
- c. Fifth Third agrees to identify and refer to the Premises, including the use of the LFUCG Logo where appropriate, in accordance with Exhibit B.

5. **Term.**

- a. The Term of this Agreement shall be for three calendar years commencing January 2026 through December 2028.
- b. At the end of the Term or at termination of this Agreement, the license hereby granted shall immediately cease and terminate, and LFUCG shall cease the use of the Intellectual Property, and advise any third parties to cease such use, in connection with the Pavilion.
- c. Notwithstanding the foregoing, LFUCG shall have a period of time after the end of the Term, not to exceed sixty (60) days, to cease the use of the Intellectual Property, including but not limited to the making of necessary physical changes to the Pavilion.

6. **Indemnification.**

- a. To the extent allowable by law, LFUCG shall hold Fifth Third harmless from and indemnify and defend Fifth Third and Fifth Third's affiliates, employees, agents and assigns (collectively "Fifth Third's Indemnities") against any and all suits, action, claims, losses, demands, damages, liabilities, costs and expenses of every kind, including costs and reasonable attorney's fees for defending same, which may relate to or arise or result from the LFUCG's use, operation, or maintenance of the Pavilion, including, but not limited to, the exercise by LFUCG of the rights granted to it in this Agreement, but not including any matter as to which Fifth Third is obligated to indemnify LFUCG by reason of the next paragraph of this Agreement or such liability or loss that is the result of Fifth Third Indemnities' sole negligence, gross negligence, or willful misconduct. This shall in no way be deemed or construed as a waiver of sovereign immunity or any other third-party defense available to LFUCG.
- b. Fifth Third shall hold LFUCG harmless from and indemnify and defend LFUCG and LFUCG's affiliates, employees, agents and assigns (collectively "LFUCG's Indemnities") against any and all suits, actions, claims, losses, demands, damages, liabilities, costs and expenses of every kind, including costs and reasonable attorney's fees for defending same, which may relate to or result from infringement or unfair competition claims against LFUCG or its Indemnities arising out of or related to LFUCG's use of the Intellectual Property as permitted by this Agreement.

7. **Assignment.** Fifth Third hereby consents to the transfer or assignment of any or all of LFUCG's rights hereunder, in whole or in part, in connection with the sale of the

Pavilion, provided that the transferee assumes in writing all of its obligations hereunder which arise after the date of such transfer.

8. **Notices.**

- a. A party may change its address and provide any notices pursuant to this Agreement by giving notice of the address change in writing to the other parties.
- b. All notices, offers, consents or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally or by messenger or delivered by mail or email, and addressed to the address of the intended recipient at the following addresses:

- i. To LFUCG: Lexington Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Mayor
or
To email address: _____

- ii. To Fifth Third: Fifth Third
750 East Jefferson Street
Louisville, Kentucky 40202
Attn: Kim Halbauer, Regional President
or
To email address: _____

9. **Interpretation and Effect.** This Agreement shall be construed in conformity with the laws of the Commonwealth of Kentucky and the Trademark (Lanham) Act of 1946 as amended.

10. **Venue.** Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

11. **Non-Waiver.** No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein.

12. **Successors.** This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and their respective legal representatives, heirs, successors, and assigns, except as expressly provided.

13. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in the Agreement.

APPROVED:

FOR Fifth Third Bank, National Association

Signature: K. Attalbar

Print Name: K. Attalbar

Title: Regional President, KY

Date: 11/18/2025

FOR Lexington-Fayette Urban County
Government

Signature: Linda Gorton

Print Name: Linda Gorton

Title: Mayor

Date: 12/5/2025