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Respondent knowingly asserted a contract release defense and breach counterclaims grounded on "full performance," despite possessing contemporaneous written documentation authored by his own counsel establishing an intentional refusal to perform based on bare, unproven allegations.

HALL ESTILL
ATTORNEYS AT LAW

Christopher J. Gnaedig
[redacted]

November 10, 2025

VIA US MAIL AND EMAIL

Kenny McKee
[redacted]

McKee Powersports
[redacted]

Re: Breach of Settlement, Licensing, Product Transfer, and Non-Disparagement Agreement

Dear Mr. McKee:

You are hereby notified that your recent conduct constitutes a material breach of the Settlement, Licensing, Product Transfer, and Non-Disparagement Agreement ("Agreement") dated August 22, 2025 between you and Humble Performance ("Humble"). Specifically, your recent post on Instagram regarding Humble's performance at World Cup Finals Import vs. Domestic, which was malicious and derogatory in nature, violates the non-disparagement clause set forth in Section 4 of the Agreement. The Non-Disparagement clause clearly prohibits either party from making false or malicious statements intended to disparage or harm the reputation of the other. Your actions are in direct contravention of this provision and have caused or have the potential to cause harm to Humble Performance's reputation and business interests.

Please be advised that Humble considers this a serious breach and reserves all rights and remedies available under the Agreement and applicable law. Your conduct also discharges Humble from any further obligation to perform under the Agreement. Humble demands that you immediately cease and desist from any further disparaging conduct and retract the statements made. Failure to do so may result in legal action without further notice.

Nothing herein should be construed as or is intended to be a complete recitation of all relevant facts, as an admission of fact, as an election of remedies, or as a waiver of any right, remedy, claim, or cause of action against any party that Humble may have resulting from the matters in this correspondence, all of which are expressly reserved.

Very truly yours,

Christopher J. Gnaedig
For the Firm

cc: Alex Pagan
John T. Richer

Proof of Delivery

I hereby certify that on Thursday, August 27, 2026, I provided a true and correct copy of the Formal Written Notice of Repudiation and Non-Performance by Respondent's Counsel to the following:

Alex Pagan, represented by Christopher J Gnaedig, served via ESERVICE at cgnaedig@hallestill.com

Signed: /s/ Kenneth McKee