

LEASE AGREEMENT

THIS LEASE is made and entered into as of the 25 day of January, 2024, by and between **PLAY TOP GUN-USA SPORTS LLC**, having a mailing address of 912 Gasser Drive, Concord NC 28027 (the "Lessor"), **Snow Hill Park/Greene Country and Recreation Sports Park, Snow Hill, North Carolina 28580**

1. Lease of Snow Hill Greene County Sports Complex will be known as Sports Complex. The Lessor hereby leases the Sports Complex Baseball Facility, located at 342 Highway 13 south, Snow Hill, NC 28580 (the "Complex") to the Lessee, and the Lessee hereby leases the Snow Hill Sports Complex from the Lessor, upon the terms and conditions set forth herein on the weekends set forth in the mutually approved attached hereto as Exhibit A (the "Lease Schedule"). The Lessee acknowledges that it has had the opportunity to inspect the Sports Complex and acknowledges that the Sports Complex is leased in its current "as-is" condition.

2. Use of Sports Complex. This Lease contemplates Lessee's exclusive use of all fields in the Complex on both Saturday and Sunday of each weekend set forth in the Lease Schedule (the "Use"). Lessee shall use the Sports Complex on the dates set forth on the Lease Schedule for the purpose of holding Top Gun-USA Sports baseball tournaments, in a safe, careful, reputable, and lawful manner. Any change in Lessee's use or purpose of leasing the Sports Complex shall require Lessor's prior written consent. Lessee shall be required to have an explicit agreement from Lessor regarding any proposed tournament dates prior to Lessee publicly announcing any tournament to be held at the Snow Hill Sports Complex.

3. Term. The term of the Lease shall commence at 12:01 a.m. on January 25th, 2024, in accordance with the Lease Schedule, and shall, if not previously terminated by the parties, expire at 11:59 p.m. on December 31st, 2025 (the "Term").

4. Non-refundable Deposit. At or prior to the signing of the Lease, Lessee shall make payment to Lessor of a non-refundable deposit in the amount deemed and agreed upon (the "Deposit"). Lessor may, in its discretion, apply the Deposit to cure any default of Lessee, or apply to a future event that might have been rained out, including Lessee's failure to make timely payment of any Rent or other charges due from Lessee under this Lease, to remedy any loss or damage to the Sports Complex arising from Lessee's use thereof, or to compensate Lessor for any loss of damage which Lessor may suffer due to Lessee's default. Lessor's receipt of the Deposit shall not limit Lessor's ability to seek additional damages from Lessee arising from Lessee's default under this Lease.

5. Rent. During the Term of this Lease and in accordance with the Lease Schedule, Lessee agrees to pay rent to the Lessor at the rate of \$225.00 per day per field used that Lessee utilizes the Sports Complex this will cover groundwork and maintenance of the Sports Complex over the course of that weekend. Lessee shall make payment to Lessor of all Rent due under this Lease as discussed and agreed upon before each weekend reserved by Lessee pursuant to the Lease Schedule

This Lease contemplates Lessee's exclusive use of all fields in the Sports Complex on both Saturday and Sunday of each weekend set forth in the Lease Schedule. In the event Lessee will only need partial use of the Sports Complex for both days of any weekend set forth in the Lease Schedule ("Partial Use"), Lessee shall remain responsible for making payment to Lessor of the Rent set forth hereinabove for Lessee's exclusive reservation and full use of that field or fields needed. Additional days if needed would apply under current rental agreement.

Lessor: _____

Lessee: _____

In the event Lessee will not utilize the Sports Complex at all on any weekend set forth in the Lease Schedule ("Nonuse"), Lessee agrees to notify Lessor in writing of any weekend of Nonuse the Monday prior to rental weekend.

6. Insurance. The Lessor shall maintain, at Lessor's expense, casualty insurance, insuring the Sports Complex against loss by fire or negligence. The Lessee shall provide and maintain personal liability and property damage insurance as a Lessee with limits of at least \$1,000,000.00 and shall designate the Lessor as an "also named insured." The Lessee shall provide the Lessor with a copy of such insurance certification or policy within Fourteen (14) days after signing of this Lease. The Lessee must receive the Lessor's written consent prior to cancelling or making any material changes to the coverage provided under such insurance policy. In the event the Lessee fails to obtain insurance required hereunder and/or fails to maintain the same in force continuously during the Term, the Lessee shall be deemed to be in default under this Lease. In this event, the Lessor may, but shall not be required to, obtain the same and charge the Lessee for the same as additional rent. Furthermore, the Lessee agrees not to keep any article or goods which may be prohibited by the standard form of fire insurance policy at the Sports Complex, and in the event the insurance rates applicable to fire and extended coverage covering the Sports Complex shall be increased by reason of any use of the Sports Complex made by the Lessee, then Lessee shall pay to Lessor, upon demand, any increase in insurance premium as shall be caused by said use or the Lessee's proportionate share of any such increase.

7. Utilities. The Lessor shall be responsible for maintaining all utilities applicable to the Sports Complex for the duration of the Term of this Lease.

8. Parking. On the weekends set forth in the Lease Schedule, parking shall be provided to the Lessee free of charge and in a shared manner through the on-site parking at the Sports Complex on a first-come first-serve basis.

9. Maintenance. The Lessor shall be responsible for the maintenance of the Sports Complex for the duration of the Term of this Lease.

10. Force Majeure. Neither party will be deemed in default of this Lease to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, terrorism, strikes or other civil disturbances (each an event of "Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within seven (7) days of discovery thereof. If an event of Force Majeure proves to make the performance of one (1) or both parties hereunder impracticable or impossible for any weekend set forth in the Lease Schedule, the parties mutually agree to waive each party's performance and obligations hereunder for that specific weekend effected by such event of Force Majeure.

11. Damage to Sports Complex. In the event the Sports Complex shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee, its employees, agents, guests or invitees, and which precludes or adversely affects the Lessee's use of the Sports Complex under this Lease, then in every such cause, the Rent set forth herein shall be abated or adjusted according to the extent to which the Sports Complex has been rendered unfit for use by the Lessee and until the Sports Complex has been restored, at the Lessor's expense, to a condition as nearly as possible to the condition of the Sports Complex immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Sports Complex, that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

In the event the Sports Complex is damaged as a result of any intentional act or neglect of the Lessee, its

Lessor: _____

Lessee: _____

employees, agents, guests or invitees, or in any way as a result of Lessee's use of the Sports Complex, then the Lessee shall be primarily responsible for ensuring that proper claims are placed with the Lessee's insurance company, if applicable, and at its sole expense, repair or replace any such damage to the Sports Complex. Furthermore, the Lessee shall be responsible for ensuring that the Sports Complex is safeguarded with respect to said damage, that all proper notices are provided to Lessor and that repairs are made in a timely manner. Prior to the commencement of any substantial repair to the Sports Complex as a result of any intentional act or neglect of the Lessee, its employees, agents, guests or invitees, Lessee shall obtain Lessor's approval and consent regarding the scope of work and scheduled time for such repairs to take place. Lessee's failure or refusal to repair any such damage to the Sports Complex promptly shall constitute default of Lessee under this Lease.

12. Default & Remedies. Lessee's failure to pay any Rent, expenses or other financial obligations, as provided for herein, on a timely basis during the term of this Lease shall constitute a breach of this Lease on the part of the Lessee (a "Default"). In the event of a Default by Lessee under this Lease, Lessee expressly agrees that the Lessor is entitled, in its sole discretion, to immediately terminate this Lease as of the date of such Default and use good faith efforts to re-let the unused fields in the Sports Complex to alternate lessees for the remaining balance of the Term. However, in no event shall Lessor's right to mitigate its damages under this Section prohibit Lessor from seeking and collecting any and all Rent due from Lessee during the Term of this Lease.

13. Disputes. If any dispute should arise in relation to this Lease, the Lessor and Lessee shall first negotiate amongst themselves in "good faith." In the event such "good faith" negotiations fail to produce a resolution of the dispute, the Lessor and the Lessee agree to seek and participate in a pre-suit mediation in accordance with the laws of the State of North Carolina, with the costs of the mediator split equally between Lessee and Lessor. In the event mediation fails to produce a resolution of the dispute, the Lessor and the Lessee shall then be allowed to seek a resolution through the filing of civil actions in the State of North Carolina, in accordance with the local court system.

14. Indemnification. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from and against any and all claims or liabilities which may arise from any cause whatsoever as a result of the Lessee's use of the Sports Complex, and shall further indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use, care, custody and/or control of the Sports Complex.

15. Sublet/Assignment. The Lessee shall not transfer or assign this Lease, or any right or interest hereunder.

16. Governing Law. This Lease shall be governed by the laws of the State of North Carolina.

17. Notices. Notices required herein will be considered as given forty-eight (48) hours after being sent by registered or certified mail, postage prepaid, to the parties at the addresses listed herein below. Should the address of either party change, such party shall give written notice to the other of its new address.

Lessor: Greene County Sports Complex
Snow Hill Park and Recreation Sports Park, Snow Hill, North Carolina.

Lessee: _____
President/CEO
Top Gun-USA Sports LLC

Lessor: _____

Lessee: _____

18. Amendment(s). No amendment of this Lease shall be effective unless it is reduced to writing and signed by the parties with all the formality of the original.

19. Severability. If any term or provision of this Lease Agreement is deemed to be illegal, invalid, or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from the Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

20. Binding Effect. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessee and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto have agreed to the terms and conditions contained in this agreement.

LESSOR:

Snow Hill Park and Recreation Sports Park, Snow Hill,
North Carolina 28580

Date: _____

LESSEE:

Top Gun-USA Sports LLC

By: _____, *President*

Date: _____

EXHIBIT A
Lease Schedule

Dates	
Feb 17-18	Top Gun- USA BB or SB
Feb 24-25	Top Gun- USA BB or SB
Mar 2-3	Top Gun- USA BB or SB
Mar 9-10	Top Gun- USA BB or SB

Dates	
Aug 10-11	Top Gun- USA BB or SB
Aug 17-18	Top Gun- USA BB or SB
Aug 24-25	Top Gun- USA BB or SB
Aug 31-Sept 1 (Labor Day)	Top Gun- USA BB or SB

Lessor: _____

Lessee: _____

Mar 16-17	Top Gun- USA BB or SB
Mar 23-24	Top Gun- USA BB or SB
Mar 30-31 (Easter)	Top Gun- USA BB or SB
Apr 6-7	Top Gun- USA BB or SB
Apr 13-14	Top Gun- USA BB or SB
Apr 20-21	Top Gun- USA BB or SB
Apr 27-28	Top Gun- USA BB or SB
May 4-5	Top Gun- USA BB or SB
May 11-12 (Mot. Day)	Top Gun- USA BB or SB
May 18-19	Top Gun- USA BB or SB
May 25-26 (Mem Day)	Top Gun- USA BB or SB
June 1-2	Top Gun- USA BB or SB
June 8-9	Top Gun- USA BB or SB
June 14-15-16	Top Gun- USA BB or SB
June 21-22-23	Top Gun- USA BB or SB
June 29-30	Top Gun- USA BB or SB
July 6-7	Top Gun- USA BB or SB

Sept 7-8	Top Gun- USA BB or SB
Sept 14-15	Top Gun- USA BB or SB
Sept 21-22	Top Gun- USA BB or SB
Sept 28-29	Top Gun- USA BB or SB
Oct 5-6	Top Gun- USA BB or SB
Oct 11-12-13	Top Gun- USA BB or SB
Oct 18-19-20	Top Gun- USA BB or SB
Oct 26-27 (Halloween)	Top Gun- USA BB or SB
Nov 2-3	Top Gun- USA BB or SB
Nov 9-10 (Vet Day)	Top Gun- USA BB or SB
Nov 16-17	Top Gun- USA BB or SB
Nov 23-24 (Thanksgiving)	OPEN
Nov 30-Dec 1	OPEN
Dec 7-8	OPEN

Lessor: _____

Lessee: _____

July 13-14	Top Gun- USA BB or SB
July 20-21	Top Gun- USA BB or SB
July 27-28	Top Gun- USA BB or SB

Lessor: _____

Lessee: _____