

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) is made and effective on February 24, 2025 between Perfect Game SEC, LLC, a Delaware limited liability company (“**Buyer**”), Triangle Top Gun Sports, LLC, a North Carolina limited liability company (“**Seller**”) and Wesley Gregory Jr. (“**Gregory**”) (solely for the purposes of Section 7.1).

AGREEMENT

ARTICLE 1. PURCHASE AND SALE OF ASSETS

Section 1.1 Purchase and Sale of Assets. On the basis of the representations, warranties, covenants and agreements and subject to the terms and conditions hereinafter set forth, at the Closing provided for in Article 3 hereof, Seller shall sell, convey, transfer and assign to Buyer, and Buyer shall purchase from Seller, all of the assets of the Seller used in conjunction with its youth baseball tournament and event management business and activities operating in the Triangle and Down East regions of North Carolina (the “**Business**”), operating as a going concern, including but not limited to inventory, equipment, accounts receivable (excluding any accounts receivable for amounts owed prior to January 1, 2025 that do not relate to the 2025 tournament operations of the Business) and other contract rights, intellectual property, including domain names, player, parent, coach, vendor and sponsor lists, including telephone numbers and email addresses, all other books and records, trade secrets and other confidential information, permits, licenses, goodwill, field usage and rental agreements, and general intangibles, of every type and description, real, personal and mixed, tangible and intangible, wherever located and whether or not reflected on the books and records of Seller, including without limitation the assets listed on Schedule 1.1 (the “**Acquired Assets**”), but not including the Excluded Assets. As used herein, “**Excluded Assets**” shall mean the assets listed on Schedule 1.2.

Section 1.2 Assumed Liabilities. Except for normal and ordinary accounts payable incurred in connection with the operations of the Business during the 2025 tournament and event season of the Business or as expressly provided in this Agreement, Buyer shall not assume or be obligated to perform any liability or obligation of Seller. Buyer shall assume only those liabilities being listed on Schedule 1.3, attached hereto (the “**Assumed Liabilities**”).

Section 1.3 Excluded Liabilities. The Buyer will not assume or be liable for any Excluded Liabilities. The Seller shall timely perform, satisfy and discharge in accordance with their respective terms all Excluded Liabilities. “**Excluded Liabilities**” shall mean all liabilities of the Seller arising out of, relating to or otherwise in respect of the Business on or before the Closing Date and all other liabilities of the Seller other than the Assumed Liabilities.

ARTICLE 2. PURCHASE PRICE AND PAYMENT

Section 2.1 Purchase Price. The total consideration to be paid by the Buyer for the Acquired Assets shall be an amount equal to the sums detailed in subsections (a) and (b) below, up to the aggregate amount of Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) (the “**Purchase Price**”).

(a) Closing Payment. At Closing, Buyer shall pay to Seller the amount of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) (the “**Closing Payment**”) in accordance with federal funds wire instructions to the account set forth on Schedule 2.1(a).

(b) Post-Closing Payments. Subject to the terms of Article 6 of this Agreement:

(i) On the first anniversary of the Closing Date Buyer shall pay to Seller the amount of Three Hundred Thirty Three Thousand Three Hundred and Thirty Three Dollars (\$333,333.00) in accordance with federal funds wire instructions to the account set forth on Schedule 2.1(a).

(ii) On the second anniversary of the Closing Date Buyer shall pay to Seller the amount of Three Hundred Thirty Three Thousand Three Hundred and Thirty Three Dollars (\$333,333.00) in accordance with federal funds wire instructions to the account set forth on Schedule 2.1(a).

(iii) On the third anniversary of the Closing Date Buyer shall pay to Seller the amount of Three Hundred Thirty Three Thousand Three Hundred and Thirty Four Dollars (\$333,334.00) in accordance with federal funds wire instructions to the account set forth on Schedule 2.1(a). The amounts in subsections (i), (ii) and (iii) of this Section 2.1(b) shall be referred to as the “**Post-Closing Payments**”.

Section 2.2 Allocation of Purchase Price to Acquired Assets. Seller and Buyer covenant and agree that the Purchase Price shall be allocated among the Acquired Assets as agreed upon between the parties, and in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder and Internal Revenue Service Form 8594. Buyer and Seller agree to be bound by such allocation and to file all returns and reports in respect of the transaction herein contemplated including, but not limited to, all federal, state and local tax returns, on a basis which is consistent with such allocation.

ARTICLE 3. CLOSING; PROCEDURE

Section 3.1 Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the “**Closing Date**”) at the offices of the Buyer or remotely by exchange of documents and signatures (or their electronic counterparts). The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. on the Closing Date.

Section 3.2 Closing Deliverables.

(a) Delivery By Seller. Buyer’s obligation to close shall be contingent upon Seller’s delivery of the following items at Closing:

(i) a bill of sale in the form of Exhibit A hereto (the “**Bill of Sale**”) and duly executed by Seller, transferring the Acquired Assets to Buyer;

(ii) an assignment and assumption agreement in the form of Exhibit B hereto (the “**Assignment and Assumption Agreement**”) and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Acquired Assets and the Assumed Liabilities;

(iii) copies of all consents, approvals, waivers and authorizations referred to in Schedule 5.4;

(iv) confirmation that Seller has paid in full or otherwise satisfied any taxes owed by Seller in any jurisdiction;

(v) a certificate issued by the North Carolina Secretary of State dated no more than twenty (20) days prior to the Closing Date to effect that the Seller is a validly existing limited liability company in good standing in the State of North Carolina;

(vi) a certificate of the manager of Seller certifying as to (A) the resolutions of the managing member (or equivalent body) of Seller, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby; and (B) the name of the representative of Seller authorized to sign this Agreement and the documents to be delivered hereunder; and

(vii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) Delivery By Buyer. Seller’s obligation to close shall be contingent upon Buyer’s delivery of the following items at Closing:

(i) the Closing Payment;

(ii) the Assignment and Assumption Agreement duly executed by Buyer; and

(iii) a certificate of the manager of Buyer certifying as to (A) the resolutions of the sole member (or equivalent body) of Buyer, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby; and (B) the name of the representative of Buyer authorized to sign this Agreement and the documents to be delivered hereunder;

ARTICLE 4. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BUYER

Buyer represents and warrants to Seller that the following statements and representations are true and correct as of the date hereof:

Section 4.1 Organization and Standing. Buyer is a limited liability company duly organized, validly existing and presently subsisting under the laws of the State of Delaware.

Section 4.2 Authorization and Binding Effect. The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated

by this Agreement have been duly authorized by Buyer, and all limited liability company acts, proceedings and approvals required of Buyer for all of the foregoing have been duly taken and remain in effect. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

Section 4.3 No Breach. The execution, delivery and performance of this Agreement does not and will not (with or without the giving of notice or passage of time) result in any material breach of, constitute a material default under, or result in the imposition of any lien or encumbrance upon any asset or property of Buyer pursuant to any material agreement or other instrument to which Buyer is a party or by which Buyer or any of its properties, assets or rights is bound or affected.

Section 4.4 Litigation. There is no litigation, at law or in equity, or any proceedings before any commission or other governmental authority, pending or, to the knowledge of Buyer, threatened against Buyer involving the possibility of any judgment, order or other decision which might impair materially the ability of Buyer to consummate the transactions contemplated by this Agreement.

Section 4.5 Inspection of Books and Records; Tax Treatment. Buyer acknowledges that it has, prior to entering this Agreement, inspected or been given the opportunity to inspect the financial and business information and all books, records and ledgers of the Seller, has further been given the opportunity to obtain additional information to verify the accuracy of the information supplied to it, and has sought its own advice and counsel regarding the tax and other consequences of the transfer of the Acquired Assets pursuant to this Agreement, and further acknowledges that it will be responsible for all tax obligations of any nature with respect to its purchase of the Acquired Assets hereunder. Except for the express representations and warranties provided in this Agreement, Buyer acknowledges that it is purchasing the Acquired Assets voluntarily based upon Buyer's own judgment and evaluation, and not in reliance upon any verbal or written representations by Seller regarding the prospective profits or condition of the Acquired Assets. Buyer acknowledges that it is capable of evaluating the merits and risks in acquiring the Acquired Assets as provided in this Agreement, including with respect to the value given for the purchase of the Acquired Assets, and has been given the opportunity to conduct, and information necessary or desirable for purposes of, such evaluation.

ARTICLE 5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

Seller represents and warrants to Buyer that the following statements and representations are true and correct as of the date hereof. As used in this Agreement, "Seller's knowledge," and any similar phrases shall mean and be limited to the current actual knowledge of Gregory, without duty of inquiry or imputation of knowledge. Gregory, who is acting for and on behalf of Seller, is in no manner expressly or impliedly making any representations or warranties in his individual capacity, and shall bear no personal liability in connection with any representation or warranty of Seller.

Section 5.1 Organization and Standing. Seller is a limited liability company duly organized and presently subsisting under the laws of the state of North Carolina.

Section 5.2 Authorization and Binding Effect. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement have been duly authorized by Seller, and all limited liability company acts, proceedings and approvals required of Seller for all of the foregoing have been duly taken and remain in effect. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

Section 5.3 No Breach. The execution, delivery and performance of this Agreement will not (with or without the giving of notice or passage of time) result in any material breach of, constitute a material default under, or result in the imposition of any lien or encumbrance upon any asset or property of Seller pursuant to any material agreement or other instrument to which Seller is a party or by which Seller or any of its properties, assets or rights is bound or affected.

Section 5.4 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of formation, limited liability company agreement or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or the Acquired Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Acquired Assets are subject; or (d) result in the creation or imposition of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance (“**Encumbrance**”) on the Acquired Assets. Except as set forth on Schedule 5.4, no consent, approval, waiver or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

Section 5.5 Litigation. To Seller’s knowledge, there is no litigation, at law or in equity, or any proceedings before any commission or other governmental authority, pending or, to the knowledge of Seller, threatened against Seller involving the possibility of any judgment, order or other decision which might impair materially the ability of Seller to consummate the transactions contemplated by this Agreement. Additionally, to Seller’s knowledge, there is no litigation against the Seller, and the Seller is not aware of any threatened litigation, related to the operation of the Business or the Acquired Assets.

Section 5.6 Title to and Condition of Assets. Seller has good title to all of the Acquired Assets, subject to no liens or Encumbrances, and at the Closing will deliver to Buyer full legal title to the Acquired Assets free and clear of all liens and Encumbrances and security interests. The Acquired Assets are in good repair and operating condition (normal wear and tear excepted) and adequate for the operations for which they are being used by Seller.

Section 5.7 Assigned Contracts. Schedule 5.7 includes each contract included in the Acquired Assets and being assigned to and assumed by Buyer (the “**Assigned Contracts**”). Each Assigned Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. None of Seller or, to Seller's knowledge, any other party thereto is in breach of or

default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assigned Contract. No event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any Assigned Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Assigned Contract have been made available to Buyer. There are no disputes pending or threatened under any Assigned Contract.

Section 5.8 Intellectual Property.

(a) **“Intellectual Property”** means any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how, including the books and records of Seller, including player, parent, coach, vendor and sponsor lists, including telephone numbers and email addresses, and all other books and records of Seller; (iv) patents and patent applications; (v) websites and internet domain name registrations, telephone numbers and email addresses; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing).

(b) Schedule 5.8(b) lists all Intellectual Property included in the Acquired Assets (**“Acquired IP”**). Seller owns or has adequate, valid and enforceable rights to use all the Acquired IP, free and clear of all Encumbrances. Seller is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Acquired IP, or restricting the licensing thereof to any person or entity. With respect to the registered Intellectual Property listed on Schedule 5.8(b), (i) all such Intellectual Property is valid, subsisting and in full force and effect; and (ii) Seller has paid all maintenance fees and made all filings required to maintain Seller's ownership thereof. For all such registered Intellectual Property, Schedule 5.8(b) lists (A) the jurisdiction where the application or registration is located; (B) the application or registration number; and (C) the application or registration date.

(c) Seller's prior and current use of the Acquired IP has not and does not infringe, violate, dilute or misappropriate the Intellectual Property of any person or entity and there are no claims pending or threatened by any person or entity with respect to the ownership, validity, enforceability, effectiveness or use of the Acquired IP. No person or entity is infringing, misappropriating, diluting or otherwise violating any of the Acquired IP, and neither Seller nor any affiliate of Seller has made or asserted any claim, demand or notice against any person or entity alleging any such infringement, misappropriation, dilution or other violation.

Section 5.9 Environmental.

(a) To Seller's knowledge, Seller is presently and in the past has been, in compliance with all environmental laws applicable to all locations at which Seller conducts the Business, and there exist no environmental conditions that require reporting, investigation, assessment, cleanup, remediation or any other type of response action pursuant to any

environmental law or that could be the basis for any liability of any kind pursuant to any environmental law.

(b) Seller's Business does not require any environmental permits to conduct its operations at any location at which it operates.

Section 5.10 Taxes. All tax returns required to be filed with any taxing authority with respect to any pre-Closing tax period by or on behalf of the Seller, to the extent required to be filed on or before the Closing Date, have been timely filed in accordance with all applicable laws. All tax returns with respect to pre-Closing tax periods correctly and completely reflect the facts regarding the income, business, assets, operations, activities and status of the Seller. The Seller is not currently a beneficiary of any extension of time within which to file any tax return. All Taxes owed by the Seller (whether or not shown as due and payable on any tax return) have been timely paid to the appropriate taxing authority. The Seller has withheld and remitted to the appropriate taxing authority all taxes required to have been withheld and remitted in connection with amounts paid or owing to any employee, independent contractor, creditor, member or other person.

Section 5.11 Financials.

(a) Seller has provided Buyer and its representatives with full access to the books and records of the Business, as well as any additional information reasonably requested by Buyer to facilitate Buyer's due diligence review of the financial condition of the Business. All such financial information made available to Buyer is true, correct and complete in all material respects and presents fairly the financial position of the Business as of the respective dates thereof and the results of its operations and cash flows for the periods then ended.

(b) Seller has fully and fairly disclosed to Buyer all material facts relating to the financial condition, results of operations, and assets and liabilities of the Business.

(c) Seller does not have, and will not have, any material obligation or material liability (whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due and regardless of when or by whom asserted) other than as previously disclosed to Buyer in writing.

Section 5.12 Real Property; Leases.

(a) Seller does not own any real property.

(b) Schedule 5.12(b) sets forth a true, correct and complete list of the addresses of all real property leased, subleased or licensed to, or for which a right to use or occupy has been granted to, the Seller, including without limitation, rental agreements, short term rental agreements, usage agreements or rights to utilize property and baseball fields in connection with events to be conducted by the Business (the "**Leased Real Property**"). Seller holds good and valid leasehold title to each parcel of the Leased Real Property.

Section 5.13 Brokers. No person is entitled to claim any fee, commission, or payment from Buyer on the basis that such person acted directly or indirectly as a broker, finder or financial

advisor for the Seller in connection with the negotiations relating to the transactions contemplated by this Agreement.

Section 5.14 Accuracy of Representations. No representation, warranty, statement, schedule or other information furnished by Seller to Buyer in connection with the transactions contemplated hereby contains or will contain any untrue statement of any material fact or omits or will omit to state any material fact necessary in order to make the statements contained herein or therein not misleading.

Section 5.15 Compliance with Law and Permits. Seller is in material compliance with all material federal, state and local laws, statutes, rules, regulations, ordinances, orders, administrative rulings and standards. Schedule 5.15 lists all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained from governmental authorities included in the Acquired Assets (the “**Transferred Permits**”). Seller has obtained all necessary licenses and permits to operate the Business. All such Transferred Permits shall remain in full force and effect as of the Closing. To Seller’s knowledge, no violations of any such Transferred Permits have been or are recorded, and no proceeding is pending or, to Seller’s knowledge, threatened that could result in, or looks toward, the revocation or limitation of any such Transferred Permit.

ARTICLE 6. INDEMNIFICATION

Section 6.1 Seller. Seller shall defend, indemnify and hold harmless Buyer (and its directors, officers, employees, affiliates and assigns) from and against any and all claims, liabilities, judgments, penalties, losses, costs, damages, demands and expenses, including reasonable attorneys’ fees (collectively, “**Losses**”), arising by reason of, or in connection with, (i) claims relating to the Acquired Assets and/or Assumed Liabilities on or before the Closing Date, (ii) the Excluded Assets and/or the Excluded Liabilities, or (iii) any breach of the representations set forth in Article 5 of this Agreement.

Section 6.2 Buyer. Buyer shall defend, indemnify and hold harmless Seller (and its directors, officers, employees, affiliates and assigns) from and against all Losses arising by reason of, or in connection with, (i) Buyer’s breach of any of its representations or warranties contained in Article 4 of this Agreement and (ii) claims relating to the Assumed Liabilities and/or the Acquired Assets on or after the Closing Date.

Section 6.3 Claim for Indemnification. The party seeking indemnification under Section 6.1 or 6.2 of this Agreement (the “**Indemnified Party**”) agrees to give prompt notice to the party against whom indemnity is sought (the “**Indemnifying Party**”) of the assertion of any claim, or the commencement of any suit, action or proceeding in respect of which indemnity may be sought under such Sections. The Indemnifying Party may, at its own expense, participate in and control the defense of any such suit, action or proceeding; provided, however, that the Indemnifying Party’s counsel is reasonably satisfactory to the Indemnified Party and the Indemnifying Party thereafter consults with the Indemnified Party upon the Indemnified Party’s reasonable request from time to time with respect to such suit, action or proceeding. Seller and Buyer shall in any event cooperate in the defense or prosecution of any suit, action or proceeding.

Section 6.4 Right to Setoff. Subject to the limitations elsewhere contained in this Agreement, if Seller does not pay any indemnification claim that has been finally determined in accordance with the provisions of this Article 6 within ten (10) days of the final determination of such indemnification claim, Buyer shall have the right to set-off such indemnification claim against any Post-Closing Payments. If any Post-Closing Payment is due and owing at any time while an indemnification claim has been made but has not yet been finally determined, Buyer shall not be required to make any such payments and the date for payment of any such amount from Buyer to Seller shall be delayed until any such indemnification claim(s) have been finally determined.

Section 6.5 Tax Treatment of Indemnification Payments. All indemnification payments made by Seller under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

Section 6.6 Survival. The foregoing indemnification obligations set forth in Sections 6.1 and 6.2 of this Agreement shall survive the Closing Date for a period of twelve (12) months.

Section 6.7 Cumulative Remedies. The rights and remedies provided for in Article 6 of this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

ARTICLE 7. COMPETITION

Section 7.1 Seller and Gregory (the “**Restricted Parties**”) agree that, until the date that is five (5) years from the Closing Date (the “**Restricted Period**”), the Restricted Parties will not, whether for compensation or without compensation, directly or indirectly, as an owner, principal, partner, member, shareholder, employee or joint venture alone, or in association with any other person, carry on, be engaged or take part in, or render services or advice to, or in any other way, compete with, own, share in the earnings of, invest in the stocks, bonds or other securities of or otherwise become financially interested in any entity engaged in, the Business; provided that nothing in this Section 7.1 shall prohibit the beneficial ownership, directly or indirectly, by Seller or Gregory of less than five percent (5%) of any class of publicly traded equity or debt securities of an entity engaged in the Business. During the Restricted Period, a Restricted Party may request relief from this provision to conduct an activity that is not in direct competition with the Business. The Restricted Party shall be relieved from the restrictions set forth herein only if Buyer agrees in writing to waive this provision with respect to the specified activity, which such waiver shall not be unreasonably withheld, conditioned or delayed.

Section 7.2 If any provision of this Article 7 is held to be unenforceable, then it will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of this Agreement, valid and enforceable. If a court declines to amend this Article 7 as provided herein, the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

Section 7.3 The inclusion of this Article 7 is a material inducement to Buyer to execute this Agreement and the limitations of time, geography, and scope of activity agreed to herein are

reasonable and necessary to protect the legitimate business interests of Buyer because, among other things: (i) Buyer and the Restricted Parties are engaged in a highly competitive industry, (ii) the Restricted Parties have had unique access to the trade secrets and know-how of the Business including the plans and strategy (and, in particular, the competitive strategy) of the Business, (iii) the parties believe that this Article 7 provides no more protection than is reasonably necessary to protect Buyer's legitimate interest in the goodwill, trade secrets, and confidential information of the Business and (iv) the Restricted Parties have no current intention of engaging in the Business during the Restricted Period.

Section 7.4 Each party acknowledges and agrees that in the event of a breach by such party of any of the provisions of this Article 7, monetary damages will not constitute a sufficient remedy. Consequently, in the event of any such breach, the non-breaching party may, in addition to other rights and remedies existing in its favor, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions of this Article 7, in each case without the requirement of posting a bond or proving actual damages.

Section 7.5 Each of the parties confirm that they have taken independent legal advice in respect of this Article 7.

ARTICLE 8. CONFIDENTIALITY

Section 8.1 This Agreement is confidential. Without the consent of the other party, each party agrees not to disclose the existence of, or any term or condition set forth in this Agreement to any third party, except for attorneys, accountants, persons having a bona fide "need to know," or immediate family members, without a lawful court order. The parties may disclose such information to their respective employees, permitted assigns, consultants, advisers, agents and actual or potential lenders whose knowledge is necessary to facilitate the consummation of the transactions contemplated by this Agreement.

ARTICLE 9. DISPUTE RESOLUTION

Section 9.1 This Agreement is to be governed by, construed under, and enforced in accordance with, the laws of the State of Florida without regard to its conflicts of law principles. In the event of any claim or controversy of any nature arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate ("**Dispute**"), the parties agree first to voluntarily exchange information related in any way to the Dispute upon request from the other and attempt in good faith to resolve the Dispute through mediation before exercising any other legal remedy. In the event a Dispute is not resolved in mediation, then the Dispute shall be resolved by binding arbitration before a single arbitrator. **THE PARTIES HEREBY AGREE TO WAIVE ANY RIGHT TO JURY TRIAL.** This provision shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction, and venue of such dispute shall lie in Seminole County, Florida. The mediation and arbitration shall be conducted by JAMS in Sanford, Florida in accordance with the JAMS rules then applicable to the claims presented, as supplemented herein. The following supplemental rules shall apply to all mediation and arbitration proceedings and shall govern in the event of a conflict between the rules

set forth below and the JAMS rules. The cost of both the mediation and the arbitration shall be shared equally between Buyer and Seller. Each party may conduct the following pre-arbitration discovery: (i) inspection and production of all relevant documents; and (ii) oral deposition of person(s) most knowledgeable, with the goal of completing the arbitration within one hundred twenty (120) days of completing any mediation. If either party shall bring an action or proceeding (including any cross-complaint, counterclaim or third-party claim) against the other party by reason of the breach or alleged breach of any covenant, term or obligation in this Agreement, or for the enforcement of any provision hereof, or to interpret this Agreement, the substantially prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including its reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment.

ARTICLE 10. MISCELLANEOUS

Section 10.1 Anti-Sandbagging. Notwithstanding anything to the contrary contained in this Agreement, Buyer agrees that no representation or warranty of Seller in this Agreement or in any of the documents to be delivered by Seller at Closing shall be deemed to be untrue or incorrect, and Seller shall not be deemed to be in breach thereof, if Buyer had actual knowledge, supported by documentary evidence to which the Buyers had access or possession on the Effective Date, that any such representation or warranty was untrue or incorrect.

Section 10.2 Dissolution. Seller agrees that it will not dissolve as a legal entity for at least eighteen (18) months after the execution of this Agreement.

Section 10.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

Section 10.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each party and their respective heirs, successors and assigns.

Section 10.5 Expenses. Except as otherwise expressly provided herein, Seller and Buyer each will pay all costs and expenses, including any and all legal and accounting fees, of its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with.

Section 10.6 Taxes. Seller shall pay all stamp, sales, income, realty transfer or other taxes, federal, state or local, imposed on Seller, and Buyer shall pay all such taxes imposed on Buyer, in respect of any and all transfers pursuant to the terms of this Agreement.

Section 10.7 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida.

Section 10.8 Assignment of the Assigned Contracts. To the extent that the assignment of any of Seller's contracts, licenses, leases or commitments requires the consent of any other party thereto, neither this Agreement nor any action taken pursuant to its provisions shall constitute an assignment or any agreement to assign any such contract, license, lease or commitment if such assignment or agreement to assign will constitute a breach thereof.

Section 10.9 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by certified or registered U.S. mail, reliable express delivery service (charges prepaid, as applicable), to the addresses as follows or such other addresses as any party may inform the other in writing:

(a) If to Seller: Wesley Gregory, Jr.
10325 NC 210 N
Angier, NC 27501-7625
email: wgregoryjr@gmail.com

With a copy to: Adams Howell Sizemore & Adams, PA
1600 Glenwood Ave. Suite 101
Raleigh, NC 27608
Attention: Ryan J. Adams
email: ryan.adams@adamshowell.com

(b) If to Buyer: Perfect Game SEC, LLC
667 Progress Way
Sanford, FL 32771
Attention: Rob Ponger, Chief Executive Officer
email: rponger@perfectgame.org

With a copy to: Gordon Rees Scully & Mansukhani, LLP
707 Grant Street, Suite 3800
Pittsburgh, PA 15219
Attention: Craig S. Heryford
Email: cheryford@grsm.com

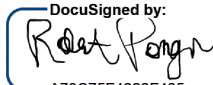
Section 10.10 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, written or oral, between the parties with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

BUYER:

Perfect Game SEC, LLC

By:  _____
Name: Robert Ponger
Title: Manager

SELLER:

Triangle Top Gun Sports, LLC

By: _____
Name: Wesley Gregory Jr.
Title: Managing Member

Gregory:

By: _____
Wesley Gregory Jr.

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

BUYER:

Perfect Game SEC, LLC

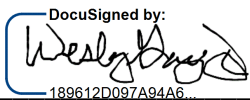
By: _____

Name: Robert Ponger

Title: Manager

SELLER:

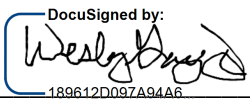
Triangle Top Gun Sports, LLC

By:  _____

Name: Wesley Gregory Jr.

Title: Managing Member

Gregory:

By:  _____

Wesley Gregory Jr.

EXHIBIT A

BILL OF SALE

February 24, 2025

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Triangle Top Gun Sports, LLC, a North Carolina limited liability company (“Seller”), does hereby grant, bargain, transfer, sell, assign, convey and deliver to Perfect Game SEC, LLC, a Delaware limited liability company (“Buyer”), all of its right, title, and interest in and to the Acquired Assets, as such term is defined in the Asset Purchase Agreement, dated as of even date herewith, by and between Seller and Buyer, (the “Purchase Agreement”), to have and to hold the same unto Buyer, its successors and assigns, forever.

Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed, and transferred by this Bill of Sale.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has executed or caused this Bill of Sale to be executed by its duly authorized officer or other authorized person, effective as of the date first written above.

SELLER:

Triangle Top Gun Sports, LLC

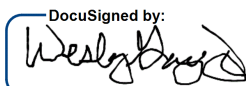
By:  189612D097A94A6...
Name: Wesley Gregory Jr.
Title: Managing Member

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “Agreement”) is entered into and effective as of February 24, 2025 (the “Effective Date”), by and between Perfect Game SEC, LLC, a Delaware limited liability company (“Buyer”) and Triangle Top Gun Sports, LLC, a North Carolina limited liability company (“Seller”).

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement, dated as of even date herewith, pursuant to which, among other things, Seller has agreed to assign to Buyer all of its rights, title and interests in the Acquired Assets, and Buyer has agreed to assume all of Seller’s duties and obligations under the Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller’s right, title and interest in and to the Acquired Assets. Buyer hereby accepts such assignment and assumes all of Seller’s duties and obligations under the Assumed Liabilities and agrees to pay, perform and discharge, as and when due, all of the obligations of Seller under and related to the Assumed Liabilities.
3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets and Assumed Liabilities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.
5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment in violation hereof shall be null and void. No assignment shall relieve the assigning party of its obligations hereunder. This Agreement shall have no third-party beneficiaries.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Further Assurances. Each party hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

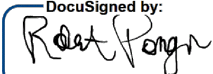
9. Headings. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties have duly executed and delivered this Agreement on the date first set forth above.

BUYER:

Perfect Game SEC, LLC

DocuSigned by:

By: _____
A70C75F4222F435...
Name: Robert Ponger
Title: Manager

SELLER:

Triangle Top Gun Sports, LLC

By: _____
Name: Wesley Gregory Jr.
Title: Managing Member

IN WITNESS THEREOF, the parties have duly executed and delivered this Agreement on the date first set forth above.

BUYER:

Perfect Game SEC, LLC

By: _____
Name: Robert Ponger
Title: Manager

SELLER:

Triangle Top Gun Sports, LLC

By:  _____
Name: Wesley Gregory Jr.
Title: Managing Member

SCHEDULE 1.1

ACQUIRED ASSETS

1. All client and vendor lists and contact information;
2. All scheduling information for 2025 events;
3. All rights to any prospective 2025 events;
4. All accounts receivable with respect to 2025 events; and
5. Portable pitching mounds.

SCHEDULE 1.2

EXCLUDED ASSETS

1. Seller's current cash and bank accounts;
2. the corporate seals, organizational documents, minute books, stock books, tax returns (to the extent a tax return relates solely to Excluded Assets), books of account, income statements, balance sheets, cash flow statements, or other records having to do with the financial condition or corporate organization of Seller;
3. all of Seller's benefit plans and assets attributable thereto;
4. Wesley Gregory Jr.'s cell phone and cell phone number;
5. all insurance policies and rights and claims thereunder; and
6. all claims for refund of taxes and other governmental charges of whatever nature.

SCHEDULE 1.3

ASSUMED LIABILITIES

1. Liabilities related to the Acquired Assets that arise after the Closing Date, and any normal and ordinary accounts payable of the Seller in connection with the 2025 operating and event season of the Business including any fees due to venues for 2025 tournaments.

SCHEDULE 2.1(a)

PAYMENT ACCOUNTS

Adams, Howell, Sizemore & Adams, P.A. Trust Account
Truist Bank (Formerly known as Branch Banking and Trust Company)
1405 N Main Street
PO Box 99
Fuquay-Varina, NC 27526
(919) 567-4750
ABA Number: 053101121
Account Number: 5207065503

SCHEDULE 5.4

CONSENTS

The consent of North Wake County Baseball Association, Inc. is required to assign the Lease Agreement dated January 1, 2025 between Seller and North Wake County Baseball Association, Inc. to Buyer.

SCHEDULE 5.7

ASSIGNED CONTRACTS

Lease Agreement dated January 1, 2025 between Seller and North Wake County Baseball Association, Inc.

SCHEDULE 5.8(b)

ACQUIRED IP

<https://triangletopgunsports.com/>

SCHEDULE 5.12(b)

LEASED REAL PROPERTY AND BASEBALL FIELD USAGE AGREEMENTS

Lease Agreement dated January 1, 2025 between Seller and North Wake County Baseball Association, Inc.

SCHEDULE 5.15

TRANSFERRED PERMITS

None.