ASSET PURCHASE AND CONTRIBUTION AGREEMENT

among

NET ELITE BASEBALL LLC;

WESLEY JONES; AND BRADFORD JONES

and

NET ELITE, LLC

dated as of January 29, 2021

ASSET PURCHASE AND CONTRIBUTION AGREEMENT

This Asset Purchase and Contribution Agreement (this "**Agreement**"), dated as of the 29th day of January, 2021, is entered into between NET Elite Baseball, LLC, a Tennessee limited liability company having an address of 109 Broad Street, Kingsport, Tennessee 37660 ("**Seller**"); Wesley Jones ("**Wesley**") and Bradford Jones ("**Brad**") (collectively "**Owner**" and each an "**Owner**"), and NET Elite, LLC, a Kentucky limited liability company having a principal office address of 11221 Plantside Drive, Louisville, Kentucky 40299 ("**Buyer**").

RECITALS

WHEREAS, Seller wishes to sell the Purchased Assets (as defined herein) to Buyer, and Buyer wishes to purchase and assume from Seller, the rights and obligations of Seller to the Purchased Assets and the Assumed Liabilities (as defined herein), subject to the terms and conditions set forth herein; and

WHEREAS, Owner owns one hundred percent (100%) of the membership interest of Seller, with Wesley owning seventy percent (70%) and Brad owning thirty percent (30%);

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
PURCHASE AND SALE

Section 1.01 Purchase, Sale and Contribution of Assets. Subject to the terms and conditions set forth herein, at Closing, Seller shall sell all of Seller's right, title and interest in the assets utilized by Seller in connection with the operation of Seller's baseball tournament staging business (collectively, the "Business"), including without limitation, those assets set forth on Section 1.01 of the disclosure schedules ("**Disclosure Schedules**") attached hereto (collectively, the "**Purchased Assets**"), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**"). At Closing, ASG Holdings, LLC ("**ASG Holdings**"), a Kentucky limited liability company, shall contribute $260,000.00 to Buyer, which shall purchase the Purchased Assets and Assumed Liabilities of Seller. Following the transactions to occur at Closing, the membership interest of Buyer shall then be owned 80% by Buyer and 20% by Wesley as set forth in the operating agreement executed between ASG Holdings and Wesley at Closing.

Section 1.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include: (a) Seller's corporate records, (b) a true copy of Seller's financial records, (c) Seller's cash and deposit accounts in excess of the amount of Seller's prepaid customer deposits (the "**Excluded Assets**").

Section 1.03 Assumption of Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge the liabilities and obligations set forth on Section 1.03 of the Disclosure Schedules, but only to the extent that such liabilities

and obligations do not relate to any breach, default or violation by Seller on or prior to the Closing (collectively, the "**Assumed Liabilities**"). Other than the Assumed Liabilities, Buyer shall not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

Section 1.04 Purchase Price. The aggregate purchase price for the Purchased Assets shall be three hundred fifteen thousand dollars ($315,000.00), subject to upward adjustment as set forth herein (the "**Purchase Price**"). The Buyer shall pay the Purchase Price to Seller at the Closing (as defined herein) as follows: two hundred sixty thousand dollars ($260,000.00) in cash or by wire transfer at Closing. The remainder of the Purchase Price ("**Installment Payments**"), if due, shall be paid as follows:

(a) Beginning on the first day of the month following Closing during the calendar year 2021, Buyer shall pay to Seller the total sum of fifty five thousand dollars ($55,000.00), which shall be paid in equal monthly installments on the first of each applicable month during the remainder of 2021.

(b) During the calendar year 2022, Seller shall be eligible to be paid fifty five thousand dollars ($55,000.00) (the "**2022 Installment**") in equal monthly installments on the first day of each month; provided that, the gross revenue for Newco in 2021 is at least one million four hundred thousand dollars ($1,400,000.00). In the event Newco's gross revenue during the calendar year 2021 is less than one million four hundred thousand dollars ($1,400,000.00), the 2022 Installment shall be reduced by twenty percent (20%) of revenue shortfall below $1,400,000.00, with a maximum reduction of $55,000.00.

(c) During the calendar year 2023, Seller shall be eligible to be paid fifty five thousand dollars ($55,000.00) (the "**2023 Installment**") in equal monthly installments on the first day of each month; provided that, the gross revenue for Newco in 2022 is at least one million four hundred thousand dollars ($1,400,000.00). In the event Newco's gross revenue during the calendar year 2022 is less than one million four hundred thousand dollars ($1,400,000.00), the 2023 Installment shall be reduced by twenty percent (20%) of revenue shortfall below $1,400,000.00, with a maximum reduction of $55,000.00.

(d) During the calendar year 2024, Seller shall be eligible to be paid up to one hundred thousand dollars ($100,000.00) (the "**2024 Installment**") in equal monthly installments on the first day of each month, based on the following formula: averaging the net profit for Newco based on calendar years 2021, 2022, and 2023, the 2024 Installment payment shall be as follows:

Average Net Profit	Payment
<$100,000	$0.00
$100,000-$150,000	$25,000.00
$150,001-$200,000	$55,000.00
$200,001-$250,000	$75,000.00

>$250,000 $100,000.00

Section 1.05 Allocation of Purchase Price. Seller and Buyer agree to allocate the Purchase Price and the amount of Assumed Liabilities among the Purchased Assets for all purposes (including tax and financial accounting) in accordance with Section 1.05 of the Disclosure Schedules. Buyer and Seller shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation.

ARTICLE II
CLOSING

Section 2.01 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 Eddins Domine Law Group, PLLC, 3950 Westport Road, Louisville, Kentucky 40207. Notwithstanding the foregoing, by agreement of the parties, the parties may effect the Closing through electronic means and not through a physical closing. The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. on the Closing Date.

Section 2.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale in form and substance satisfactory to Buyer (the "**Bill of Sale**") and duly executed by Seller, transferring the Purchased Assets to Buyer;

(ii) an assignment and assumption agreement in form and substance satisfactory to Buyer (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;

(iii) copies of all consents, approvals, waivers and authorizations referred to in Section 3.02 of the Disclosure Schedules;

(iv) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of Seller certifying as to (A) the resolutions of the Owner and/or managers (as applicable) 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 names and signatures of the Owner and/or managers of Seller authorized to sign this Agreement and the documents to be delivered hereunder;

(v) 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) At the Closing, Buyer shall deliver to Seller the following:

(i) That portion of the Purchase Price due at Closing;

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

(iii) Employment Agreement;

(iv) Consulting Agreement;

(v) copies of all consents and authorizations referred to in 0 of the Disclosure Schedules;

(vi) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of Buyer certifying as to (A) the resolutions of the 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 names and signatures of the officers of Buyer authorized to sign this Agreement and the documents to be delivered hereunder.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER AND OWNER

Seller and Owner, jointly and severally, each represent and warrant to Buyer that the statements contained in this ARTICLE III are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Seller; Enforceability. Seller is a limited liability company, validly existing and in good standing under the laws of the state of Tennessee. Seller has full power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller and Owner of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller and Owner. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller and Owner, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller and Owner, enforceable against them in accordance with their respective terms.

Section 3.02 No Conflicts; Consents. The execution, delivery and performance by Seller and Owner 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 incorporation/organization, by-laws/operating 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, Owner or the Purchased Assets; (c) other than as set forth in Section 3.02 of the Disclosure Schedules, 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 or Owner are a party or to which any of the

Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. Other than as set forth in Section 3.02 of the Disclosure Schedules, no consent, approval, waiver or authorization is required to be obtained by Seller or Owner from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Seller or Owner of this Agreement and the consummation of the transactions contemplated hereby.

Section 3.03 Financial Statements.

(a) Section 3.03 contains the following financial statements: (i) financial statements, including a balance sheet and profit and loss statement of Seller for the year ended December 31, 2020 ("**Year-End Financial Statements**"); and (ii) financial statements containing a balance sheet as of December 31, 2020 and a profit and loss statement for the 6-month period then ended (collectively, the "**Interim Financial Statements**") (the Year-End Financial Statements and Interim Financial Statements are sometimes collectively referred to in this Agreement as the "**Financial Statements**").

(b) The Financial Statements fairly present in all material respects the financial position and results of operations of Seller as of the dates and for the periods indicated, in each case in conformity with GAAP consistently applied, except that the Interim Financial Statements do not contain footnotes and are subject to normal year-end adjustments (except as otherwise indicated in the Financial Statements).

(c) Seller has no liabilities other than those liabilities reflected in the Financial Statements.

(d) Since the date of the Interim Balance Sheets, (i) there has not been any material adverse change in the business, operations, assets, or condition of Seller, and no event has occurred or circumstance exists that might reasonably be expected to result in such a change, (ii) Seller has operated the Business only in the ordinary course, (iii) no party has accelerated, terminated, modified or cancelled any agreement, contract, lease or license to which either Seller is a party or by which Seller is bound, and (iv) Seller has not experienced any material damage, destruction or loss (whether or not covered by insurance) to any of the Purchased Assets.

Section 3.04 Title to Purchased Assets. Seller owns and has good title to the Purchased Assets, free and clear of Encumbrances.

Section 3.05 Condition of Assets. The tangible personal property included in the Purchased Assets is adequate for the uses to which they are being put, and none of such tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

Section 3.06 Inventory. All inventory, supplies, parts and other inventories included in the Purchased Assets consist of a quality and quantity usable and salable in the ordinary course of business.

Section 3.07 Intellectual property. As a part of the Purchased Assets, Seller shall assign all intellectual property owned by the Seller including without limitation the name "Net Elite Baseball," fax numbers, telephone numbers, website addresses, including without limitation netelitebaseball.com, netelitesports.com, logos and all such other intellectual property used in or owned by the Business.

Section 3.08 Assigned Contracts. Section 3.08 of the Disclosure Schedules includes each contract included in the Purchased Assets and being assigned to and assumed by Buyer (the "**Assigned Contracts**"). Neither Seller nor, 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 or waived by same. There are no disputes pending or to Seller's knowledge threatened under any Assigned Contract.

Section 3.09 Permits. Section 3.09 of the Disclosure Schedules lists all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained from governmental authorities included in the Purchased Assets (the "**Transferred Permits**"). The Transferred Permits are valid and in full force and effect. All fees and charges with respect to such Transferred Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Transferred Permit.

Section 3.10 Non-foreign Status. Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

Section 3.11 Compliance with Laws Seller has complied, and is now complying, with all applicable federal, state and local laws and regulations applicable to ownership and use of the Purchased Assets.

Section 3.12 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation ("**Action**") of any nature pending or threatened against or by Seller (a) relating to or affecting the Purchased Assets or the Assumed Liabilities; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 3.13 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

Section 3.14 Labor and Employment. Section 3.14 of the Disclosure Schedules contains a complete and accurate list of the following information for each employee of Seller, including each employee on leave of absence or layoff status: name; job title; date of hiring or engagement; current compensation paid or payable and any change in compensation since December 31, 2019. There is no labor strike, lockout, dispute, slowdown or stoppage pending or threatened against or involving Seller, nor has any such event or labor difficulty occurred within the past five (5) years. No union claims to represent Seller's employees and Seller is not a party to nor is Seller bound by any collective bargaining or similar agreement with any labor organization, written work rules or practices or unwritten work rules or practices agreed to with any labor organization or employee association. There has been no attempt to organize any group or all of Seller's employees within the past five (5) years. Seller is in compliance in all respects with all applicable laws respecting employment and employment practices, terms and conditions of employment, wages, hours of work, occupational safety and health and collective bargaining. There is no unfair labor practice charge or complaint against Seller pending or threatened before the National Labor Relations Board or any governmental authority (and Seller has no knowledge of any reasonable basis therefor). There is no charge with respect to or relating to Seller pending before the Equal Employment Opportunity Commission or any other agency responsible for the prevention of unlawful or discriminatory employment practices (and Seller has no knowledge of any reasonable basis therefor). Seller has not received any written notice of the intent of any governmental authority responsible for the enforcement of labor or employment laws to conduct an investigation or other inquiry relating to Seller, and to Seller's knowledge no such investigation or other inquiry is in progress. There is no proceeding pending or threatened, in any forum by or on behalf of any present or former employees of Seller, any applicant for employment or any class or classes of the foregoing alleging breach of any express or implied contract of employment, any laws governing employment or the termination thereof or other discriminatory, wrongful or tortious conduct in connection with the employment relationship.

Section 3.15 Employee Benefits. Section 3.15 of the Disclosure Schedules sets forth a true and correct listing of each employee stock ownership plan, profit sharing plan, bonus plan, incentive compensation plan, stock ownership plan, stock purchase plan, stock option plan, stock appreciation plan, employee benefit plan, retirement plan, pension plan, employee insurance plan, severance plan, disability plan, health care plan, sick leave plan and death benefit plan of Seller or any other plan or program which provides retirement income, fringe benefits, welfare benefits, or other benefits to employees of Seller (collectively, the "**Benefit Plans**"). Seller and each ERISA Affiliate of Seller has complied in all material respects with all Laws applicable to the Benefit Plans. For purposes of this Agreement, (a) "**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended and (b) "**ERISA Affiliate**" shall mean any member of a controlled group of corporations under Section 414(b) of the Internal Revenue Code of which Seller is or was a member, and any trade or business (whether or not incorporated) who is or was under common control with Seller under Section 414(c) of the Internal Revenue Code, and all other entities which together with Seller is or was treated as a single employer under Section 414(m) or 414(o) of the Internal Revenue Code.

Section 3.16 Real Estate. Seller neither owns nor leases any real estate.

Section 3.17 Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and Owner that the statements contained in this ARTICLE IV are true and correct as of the date hereof.

Section 4.01 Organization and Authority of Buyer; Enforceability. Buyer is a limited liability company duly organized and validly existing under the laws of the Commonwealth of Kentucky. Buyer has full legal power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

No Conflicts; Consents. The execution, delivery and performance by Buyer 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 incorporation, by-laws or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. Other than as set forth in Section 4.02 of the Disclosure Schedules, no consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.02 Legal Proceedings. There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 4.03 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

ARTICLE V
COVENANTS

Section 5.01 Public Announcements. Unless otherwise required by applicable law, neither party shall make any public announcements regarding this Agreement or the transactions contemplated hereby prior to Closing without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed).

Section 5.02 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

Section 5.03 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Seller and Owner when due. Seller and Owner shall, at their own expense, timely file any tax return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

Section 5.04 Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

Section 5.05 Transition of Employees. Buyer may, in its sole discretion, but is not obligated, offer to hire any person employed by Seller on the Closing Date on terms and conditions reasonably determined by Buyer. Subject to applicable laws, Buyer will have reasonable access to personnel records (including performance appraisals, disciplinary actions and grievances) of Seller for all such persons. Effective immediately following the Closing, Seller shall terminate the employment of all of its employees. Seller shall be responsible for the payment of, and shall pay, all wages and other remuneration and/or compensation due to its employees with respect to their services as employees of Seller through the close of business on the Closing Date, including bonus payments, the payment of any termination or severance payments, and the provision of health plan continuation coverage in accordance with the requirements of COBRA and Sections 601 through 608 of ERISA. Seller shall also be liable for any claims made or incurred by its employees and their beneficiaries through the Closing Date under the Benefit Plans. For purposes of the immediately preceding sentence, a charge will be deemed incurred, in the case of hospital, medical or dental benefits, when the services that are the subject of the charge are performed and, in the case of other benefits (such as disability or life insurance), when an event has occurred or when a condition has been diagnosed that entitles the employee to the benefit.

Section 5.06 Noncompetition, Nonsolicitation.

(i) Non-Competition. Seller (the "**Restricted Party**") agrees that, for a period of five (5) years immediately following the Closing Date (the "**Restricted Period**"), it will not, directly or indirectly (including as a sole proprietor, partner, manager, officer, member, employee or consultant or in any other capacity as principal, agent, broker, manager or otherwise), within the Prohibited Area own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be

connected as a manager, officer, employee, partner, representative, agent, consultant or otherwise of, any person other than Buyer which sells Competitive Services or Products. The term "**Prohibited Area**" means the United States. The term "**Competitive Services or Products**" means the business of promoting, selling or marketing 8U-18U baseball and 10U-18U softball tournaments, and any other activities competitive to those of Buyer and its affiliates including without limitation, baseball and/or softball competitions, clinics, and player showcases. The term for non-competition set forth in this Section 5.06(i) will be tolled during any period or periods in which litigation is pending concerning a breach of this Section 5.06(i) or during any period when the Restricted Party is in breach of this Section 5.06(i). Owner shall be subject solely to the non-competition restrictions set forth in the Employment Agreement or Consulting Agreement, as applicable, and the provisions of this Section 5.06(i) shall not apply to Owner.

(ii) Non-Solicitation or Hiring of Employees. The Restricted Party agrees that, during the Restricted Period, it will not, directly or indirectly (including as a sole proprietor, partner, manager, officer, member, employee or consultant or in any other capacity as principal, agent, broker, manager or otherwise), (A) solicit or induce any employee of Buyer or its affiliates from and after the Closing to terminate employment with the Buyer or its affiliates, or (B) employ, offer employment to or otherwise interfere with the employment relationship of any employee of Buyer or its affiliates unless, at the time of such employment, offer or other interference, such person will have ceased to be employed by the Buyer or its affiliates (as applicable) for a period of at least 6 months. The term for the restriction set forth in this Section 5.06(ii) will be tolled during any period or periods when the Restricted Party is in breach of this Section 5.06(ii). Owner shall be subject solely to the non-competition restrictions set forth in the Employment Agreement or Consulting Agreement, as applicable, and the provisions of this Section 5.06(i) shall not apply to Owner.

(iii) Non-Solicitation of Business Relations. Restricted Party agrees that, during the Restricted Period, it will not, directly or indirectly (including as a sole proprietor, partner, manager, officer, member, employee or consultant or in any other capacity as principal, agent, broker, manager or otherwise), induce or attempt to induce or call upon or solicit any business relations of Buyer or its affiliates, including consultants, independent contractors, customers, prospective customers, vendors, or suppliers (collectively, "**Business Relations**"), for the purpose of causing any such Business Relation to leave, cease doing business or modify its, his or her relationship with Buyer or its affiliates or in any way interfere or attempt to interfere with the relationship between Buyer or its affiliates and any such Business Relation. Owner shall be subject solely to the non-competition restrictions set forth in the Employment Agreement or Consulting Agreement, as applicable, and the provisions of this Section 5.06(i) shall not apply to Owner.

(iv) Remedies. Restricted Party acknowledges that a violation by any or all of them of the provisions of this Section 5.06 will cause irreparable harm to Buyer's business and will materially diminish the value of the transactions contemplated hereby and that the remedies at law for any such breach may be inadequate. Accordingly, Restricted Party agrees that, in the event of such violation or threatened violation by Restricted Party, Buyer will be entitled, in addition to any other remedy which may be available at law or in equity, to injunctive relief, without posting bond or other security.

(v) Reasonableness; Severability. The Restricted Parties agree that the covenants deemed included in this Section 10(a) are, taken as a whole, reasonable in activities prohibited and geographic scope and their duration, and no Party will raise any issue of the reasonableness of the scope or duration of the covenants in any proceeding to enforce any such covenants. If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision will be fully severable; Section 10(a) will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions thereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. In lieu of such illegal, invalid or unenforceable provision there will be added automatically as part thereof a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 5.07 Use of Name. At Closing, Seller shall cease use of the name "NET Elite" "NET Elite Baseball," "NET Elite LLC," "NET Elite Baseball LLC," and all such similar iterations thereof, and such names will be transferred and assigned to Buyer.

ARTICLE VI
INDEMNIFICATION

Section 6.01 Survival. All representations, warranties, covenants and agreements contained herein and all related rights to indemnification shall survive the Closing.

Section 6.02 Indemnification By Seller and Owner. Seller and Owner, jointly and severally, shall, defend, indemnify and hold harmless Buyer, its affiliates and their respective members, shareholders, directors, officers and employees (each a "Buyer Indemnitee") from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller and/or Owner contained in this Agreement or any document to be delivered hereunder, which alone or in the aggregate results in monetary damage to such Buyer Indemnitee in excess of five thousand dollars ($5,000.00);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller or Owner pursuant to this Agreement or any document to be delivered hereunder; or

(c) any Excluded Asset or Excluded Liability.

Section 6.03 Indemnification By Buyer. Buyer shall defend, indemnify and hold harmless Seller, its affiliates and their respective stockholders, directors, officers and employees (each a "Seller Indemnitee") from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or any document to be delivered hereunder, which

alone or in the aggregate results in monetary damage to such Seller Indemnitee in excess of five thousand hundred dollars ($5,000.00);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or any document to be delivered hereunder; or

(c) any Assumed Liability.

Section 6.04 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 6.05 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 6.06 Cumulative Remedies. The rights and remedies provided in this ARTICLE VI 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 VII
MISCELLANEOUS

Section 7.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 7.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business

hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.02):

If to Seller/Owner: Wesley Jones / Brad Jones
109 Broad Street, Kingsport, Tennessee 37660
E-mail: wesley@netelitebaseball.com

with a copy to: _____

_____

If to Buyer: EDDINS · DOMINE LAW GROUP, PLLC
3950 Westport Road
Louisville, Kentucky 40207
Facsimile: (502) 893-1949
E-mail: kfiet@louisvillelawyers.com
Attention: Kevin J. Fiet

with a copy to:

Section 7.03 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 7.05 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 7.06 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 or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.07 No Third-party Beneficiaries. Except as provided in ARTICLE VI, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.08 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 7.09 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

Section 7.11 Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Kentucky in each case located in the city of Louisville and county of Jefferson, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Section 7.12 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy arising out of or related under this Agreement and the transactions contemplated thereby is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 7.13 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 7.14 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, e-mail 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective Owner and/or members and/or authorized agents thereunto duly authorized.

Seller:

NET Elite Baseball, LLC

By:_____

Wesley Jones, Member

Owner:

_____

Wesley Jones

and

_____

Bradley Jones

Buyer:

NET Elite, LLC

By: ASG Holdings, LLC

By:_____

Name: Jim Haddaway

Title: Member

SCHEDULE 1.01

PURCHASED ASSETS

SCHEDULE 1.03

ASSUMED LIABILITIES

SCHEDULE 1.05

ALLOCATION OF PURCHASE PRICE

SCHEDULE 3.02

SELLER CONSENTS

SCHEDULE 3.03

FINANCIAL STATEMENTS

SCHEDULE 3.08

ASSIGNED CONTRACTS

SCHEDULE 3.09

PERMITS

SCHEDULE 3.14

EMPLOYEES

Name	Job Title	Date of Hire	Current Compensation	Change in Compensation since 12/31/20

SCHEDULE 3.15

STOCK OWNERSHIP PLAN, PROFIT SHARING PLANS, BONUS PLANS, RETIREMENT PLANS AND OTHER BENEFIT PLANS SET FORTH IN SECTION 3.15

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**"), dated as of the 29th day of January, 2021, is entered into between NET Elite Baseball, LLC, a Tennessee limited liability company having an address of 109 Broad Street, Kingsport, Tennessee 37660 ("**Seller**"); Wesley Jones ("**Wesley**") and Bradford Jones ("**Brad**") (collectively "**Owner**" and each an "**Owner**"), and ASG Holdings, LLC, a Kentucky limited liability company having a principal office address of 11221 Plantside Drive, Louisville, Kentucky 40299 ("**Buyer**"). This Agreement collectively refers to Seller, Owner and Buyer as the "Parties" and separately may refer to any of the Parties as a "Party." Capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in the Asset Purchase Agreement (as defined below).

BACKGROUND

The Seller and the Buyer have entered into that certain Asset Purchase and Contribution Agreement dated as of January 29, 2021 (the "**Asset Purchase Agreement**"), pursuant to which the Purchased Assets are to be sold and assigned, as the case may be, from the Seller to the Buyer and Assumed Contracts and Assumed Liabilities are to be assumed by the Buyer from the Seller, all under the terms and subject to the conditions contained in the Asset Purchase Agreement. The assignment of the Assets is taking place simultaneously with the execution and delivery of this Agreement pursuant to a separate instrument.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto agree as follows:

1. **Assignment and Assumption.** The Seller hereby transfers, assigns, conveys delivers and delegates to the Buyer the Assumed Contracts and the Assumed Liabilities. The Buyer hereby accepts such assignment and assumes and agrees to pay, discharge, perform or otherwise satisfy in due course in accordance with their respective terms the Assumed Contracts and Assumed Liabilities. Notwithstanding the foregoing, nothing contained in this Agreement will be construed to include a transfer, assignment, conveyance, delivery or delegation of any of the excluded liabilities.

2. **Further Assurances.** From time to time after the date hereof, each of the parties hereto will, upon request by the other party and without further consideration, execute, acknowledge and deliver all such other instruments of sale, assignment, conveyance and transfer, and will take all such other reasonable action, in each case to the extent reasonably required to give effect to the transactions sought to be consummated by this Agreement.

3. **Successors and Assigns.** The terms of this Agreement are binding upon, and inure to the benefit of, each party hereto and its successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or will confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

4. **Amendments; Waiver.** This Agreement may be amended, modified or supplemented, and the terms hereof may be waived, in each case only by a written instrument executed by both parties hereto. The waiver by either party hereto of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent or other breach, whether or not similar.

5. **Counterparts**. This Agreement may be executed and delivered in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic (*i.e.,* PDF) transmission will constitute effective execution and delivery of this Agreement and may be used instead of the original Agreement for all purposes.

6. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky, without giving effect to any choice of law or conflict of law provision or rule (whether of the state of Indiana or any other jurisdiction) that would cause the application of law of any jurisdiction other than the Commonwealth of Kentucky.

7. **Interpretation.** This Agreement is subject to all of the terms, conditions and limitations set forth in the Asset Purchase Agreement. In the event that any provision of this Agreement is construed to conflict with a provision of the Asset Purchase Agreement, the provision of the Asset Purchase Agreement will be deemed to be controlling.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the date first written above.

BUYER:

ASG HOLDINGS, LLC

By:_____
Name: Jim Haddaway
Title: Manager

and

SELLER:

NET Elite Baseball, LLC

By:_____
Wesley Jones, Member

BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, NET Elite Baseball, LLC, a Tennessee limited liability company having an address of 109 Broad Street, Kingsport, Tennessee 37660 ("**Seller**"); and ASG Holdings, LLC, a Kentucky limited liability company having a principal office address of 11221 Plantside Drive, Louisville, Kentucky 40299 ("**Buyer**"), hereby sell and transfer all of Seller's right, title and interest in, to and under the Purchased Assets, as such term is defined in the Asset Purchase Agreement, of even date herewith (the "**Purchase Agreement**"), by and among Seller, to have and to hold the same unto Buyer, its successors and assigns, forever. Seller so transfers and conveys the Purchased Assets to Buyer free and clear of all Encumbrances (as defined in the Purchase Agreement).

Seller for itself, its successors and assigns, hereby (i) warrants and defends the transfer and conveyance of the Purchased Assets against all third parties and (ii) 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 and 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 Purchased Assets.

Nothing set forth in this Bill of Sale shall supersede or replace any of the representations or warranties set forth in, or any of the other provisions of, the Purchase Agreement.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of the 29th day of January, 2021.

Seller:

NET Elite Baseball, LLC

By:_____
Wesley Jones, Member

and

Buyer:

ASG HOLDINGS, LLC

By:_____
Name: Jim Haddaway
Title: Manager

CONSULTING AGREEMENT

This Consulting Agreement (herein "Agreement") is made as of this 29th day of January, 2021, by and between NET Elite, LLC (herein "NET Elite" or "Company"), a Kentucky limited liability company having a principal office address of 11221 Plantside Drive, Louisville, Kentucky 40299, and Bradford Jones ("Consultant") an individual resident of Tennessee having an address of 109 Broad Street, Kingsport, Tennessee 37660. Company and Consultant are sometimes hereinafter collectively referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties desire for Consultant to provide specific services to the Company in exchange for compensation incident thereto; and

WHEREAS, the Parties desire to memorialize the terms and conditions upon which the Consultant will provide services to the Company;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein set forth, the Parties hereby covenant and agree as follows:

AGREEMENT

ARTICLE 1. TERMS OF ENGAGEMENT

Unless otherwise provided in this Agreement, the Company agrees to engage Consultant, and Consultant agrees to provide services to Company commencing on January 29, 2021 and continuing until January 29, 2022 (the "Initial Term"). At the sole election of the Company, Company has the option to extend the Initial Term for an additional 1-year period (the "Option Period"). The Initial Term and Option Term (as applicable) are herein referred to collectively as the Term.

ARTICLE 2. DUTIES OF CONSULTANT

2.01. Duties. During the Term, Consultant shall perform such duties and services as requested by the Company and at the Company's place of business or any other place or places as reasonably directed by the Company. Until further notice from the Company, the Consultant shall:

(a) provide marketing and accounting assistance as directed by the Company;

(b) assist in implementing policies and procedures the Company directs;

(c) assist in tournament operations as needed;

(d) assist with the production and designs for tournament merchandise and promotional material as needed and requested;

(e) assist in continuing relationships with respective visitor's bureaus and facilities;

(f) strictly abide by the terms and policies contained in the Company's Handbook; and

(g) otherwise comply with the reasonable directives of the Company, including but not limited to the Company's owners, managers and officers (herein collectively "the Services").

2.02. Change in Duties. The Company shall have the right at any time during the Term to assign Consultant in the reasonable discretion of the Company to perform duties different from the duties originally assigned and specified above; provided, however, that the Parties acknowledge and agree that any change in the duties of Consultant from time to time will not result in a rescission of this Agreement.

2.03. Expected Work Hours. Consultant shall work on behalf of the Company for at least 3 hours each week throughout the Term of his engagement with the Company.

2.04. Other Business Activities. Except as otherwise restricted by the terms of Article 6 *infra* and the Purchase Agreement, throughout the term of Consultant's engagement with the Company, Consultant may engage in other business or professional activities; provided, however, that Consultant shall not engage in such other business or professional activities during Consultant's normal working hours or at any of the Company's places of business or its customers places of business. Under no circumstances shall Consultant serve as a representative or provide services to any other person or organization that competes with the business of the Company.

ARTICLE 3. COMPENSATION

3.01 Fee. In consideration for the services and other covenants by Consultant under this Agreement, the Company shall pay Consultant a yearly fee of $15,000.00 during the Initial Term, which shall be paid to Consultant in equal monthly installments. During the Option Term, if elected by the company, Consultant shall be paid a yearly fee of $7,500.00, which shall be paid to Consultant in equal monthly installments. Consultant shall be treated as an independent contractor and shall receive a 1099 as required by law.

3.02. Bonus. The Company may choose, at its sole discretion, to pay a bonus to Consultant at the end of each calendar year. The amount of any such bonus shall be in the Company's sole discretion.

3.03. Termination. Company may terminate this Agreement for cause upon written notice to Consultant. Termination of the Consultant Agreement for cause shall mean:

1. Breach of any of the provisions of this Agreement which is not cured within seven (7) days following written notice; or

2. fraud, misappropriation, embezzlement or intentional and material damage to the property of the Company; or
3. conviction of any state or federal crime which is classified as a felony and involving moral turpitude.
4. Breach of any provision of the Company's Handbook which is not cured.

ARTICLE 4. VACATION BENEFITS

Throughout the term of Consultant's engagement with the Company, Consultant shall not be entitled to any paid vacation leave.

ARTICLE 5. REIMBURSEMENT OF EXPENSES

Throughout the term of Consultant's engagement with the Company, the Company shall reimburse Consultant for his actual out-of-pocket expenses authorized by the Company with respect to Consultant's performance of his duties under this Agreement. The Company shall reimburse Consultant for such documented, pre-approved expenses within ten (10) days after Consultant's submission to the Company of Consultant's receipts evidencing said expenses.

ARTICLE 6. NON-DISCLOSURE AND NON-SOLICITATION

6.01. Confidentiality. Except as required in the performance of Consultant's duties as a Consultant of the Company or as authorized in writing by the Company, Consultant shall not, either during Consultant's engagement with the Company or at any time thereafter, use, disclose or make accessible to any person any confidential information for any purpose. "Confidential Information" means information proprietary to the Company or its suppliers or prospective suppliers and not generally known (including trade secret information) about the Company's suppliers, products, services, personnel, customers, pricing, sales strategies, technology, computer software code, methods, processes, designs, research, development systems, techniques, finances, accounting, purchasing, and plans. All information disclosed to Consultant or to which Consultant obtains access, whether originated by Consultant or by others, during the period of Consultant's engagement by the Company (whether before, during, or after the Term), shall be presumed to be Confidential Information if it is treated by the Company as being Confidential Information or if Consultant has a reasonable basis to believe it to be Confidential Information. Consultant acknowledges that the above-described knowledge and information constitutes a unique and valuable asset of the Company and represents a substantial investment of time and expense by the Company, and that any disclosure or other use of such knowledge or information other than for the sole benefit of the Company would be wrongful and would cause irreparable harm to the Company. During Consultant's engagement with the Company, Consultant shall refrain from committing any acts that would materially reduce the value of such knowledge or information to the Company. The foregoing obligations of confidentiality shall not apply to any knowledge or information that (i) is now or subsequently becomes generally publicly known, or (ii) is required to be disclosed by law or legal process, other than as a direct or indirect result of the breach of this Agreement by Consultant. Consultant acknowledges that

the obligations imposed by this Section 5 are in addition to, and not in place of, any obligations imposed by applicable statutory or common law.

6.02. Non-Competition. Consultant agrees that during the Term and for a period of twenty four (24) months immediately following the latest of: (1) the termination or expiration of this Agreement or (2) the cessation of Consultant's engagement with the Company, he will not, directly or indirectly directly or indirectly (including as a sole proprietor, partner, manager, officer, member, employee or consultant or in any other capacity as principal, agent, broker, manager or otherwise), within the Prohibited Area own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be connected as a manager, officer, employee, partner, representative, agent, consultant or otherwise of, any person other than Company which sells Competitive Services or Products. The term "Prohibited Area" means the United States. The term "Competitive Services or Products" means the business of promoting, selling or marketing 8U-18U baseball and 10U 18U softball tournaments, and any other activities competitive to those of Company and its affiliates including without limitation, baseball and/or softball competitions, clinics, and player showcases. The term for non-competition set forth in this Section 6.02 will be tolled during any period or periods in which litigation is pending concerning a breach of this Section 6.02 or during any period when Consultant is in breach of this Section 6.02.

6.03. Non-Solicitation or Hiring of Employees. Consultant agrees that, during the Restricted Period, he will not, directly or indirectly (including as a sole proprietor, partner, manager, officer, member, employee or consultant or in any other capacity as principal, agent, broker, manager or otherwise), (A) solicit or induce any employee of Company or its affiliates to terminate engagement with the Company or its affiliates, or (B) employ, offer engagement to or otherwise interfere with the engagement relationship of any employee of Company or its affiliates unless, at the time of such engagement, offer or other interference, such person will have ceased to be employed by the Company or its affiliates (as applicable) for a period of at least 6 months. The term for the restriction set forth in this Section 6.03 will be tolled during any period or periods when the Consultant is in breach of this Section 6.03.

6.04. Non-Solicitation of Business Relations. Consultant agrees that, during the Restricted Period, he will not, directly or indirectly (including as a sole proprietor, partner, manager, officer, member, employee or consultant or in any other capacity as principal, agent, broker, manager or otherwise), induce or attempt to induce or call upon or solicit any business relations of Company or its affiliates, including consultants, independent contractors, customers, prospective customers, vendors, or suppliers (collectively, "Business Relations"), for the purpose of causing any such Business Relation to leave, cease doing business or modify its, his or her relationship with Company or its affiliates or in any way interfere or attempt to interfere with the relationship between Company or its affiliates and any such Business Relation.

6.05. Acknowledgement and Blue Pencil Doctrine. Consultant hereby acknowledges that the provisions of this Section 6 are reasonable and necessary to protect the legitimate interests of the Company and that any violation of this Section 6 by Consultant shall cause substantial and irreparable harm to the Company to such an extent that monetary damages alone would be an inadequate remedy. Therefore, in the event that Consultant violates any provision of this

Section 6, the Company shall be entitled to an injunction, in addition to all the other remedies it may have, restraining Consultant from violating or continuing to violate such provision. If the duration of, the scope of or any business activity covered by any provision of this Section 6 is in excess of what is determined to be valid and enforceable under applicable law, such provision shall be construed to cover only that duration, scope or activity that is determined to be valid and enforceable. Consultant hereby acknowledges that this Section 6 shall be given the construction that renders its provisions valid and enforceable to the maximum extent, not exceeding its express terms, possible under applicable law.

7.01. Intellectual Property.

(a) *Disclosure and Assignment.* As of the Effective Date, Consultant hereby transfers and assigns to the Company (or its designee) all right, title, and interest of Consultant in and to every idea, concept, invention, and improvement (whether patented, patentable or not) conceived or reduced to practice by Consultant whether solely or in collaboration with others while he is employed by the Company, and all copyrighted or copyrightable matter created by Consultant whether solely or in collaboration with others while he is employed by the Company that relates to the Company's business (collectively, "Creations"). Consultant shall communicate promptly and disclose to the Company, in such form as the Company may request, all information, details, and data pertaining to each Creation. Every copyrightable Creation, regardless of whether copyright protection is sought or preserved by the Company, shall be a "work made for hire" as defined in 17 U.S.C. § 101, and the Company shall own all rights in and to such matter throughout the world, without the payment of any royalty or other consideration to Employee or anyone claiming through Consultant.

(b) *Trademarks.* All right, title, and interest in and to any and all trademarks, trade names, service marks, and logos adopted, used, or considered for use by the Company during Consultant's engagement (whether or not developed by Consultant) to identify the Company's business or other goods or services (collectively, the "Marks"), together with the goodwill appurtenant thereto, and all other materials, ideas, or other property conceived, created, developed, adopted, or improved by Consultant solely or jointly during Consultant's engagement by the Company and relating to its business shall be owned exclusively by the Company. Consultant shall not have, and will not claim to have, any right, title, or interest of any kind in or to the Marks or such other property.

(c) *Documentation.* Consultant shall execute and deliver to the Company such formal transfers and assignments and such other documents as the Company may request to permit the Company (or its designee) to file and prosecute such registration applications and other documents it deems useful to protect or enforce its rights hereunder. Any idea, invention, copyrightable matter, or other property relating to the Company's business and disclosed by Consultant prior to the first anniversary of the effective date of Consultant's termination of engagement shall be deemed to be governed by the terms of this Section 7 unless proven by Consultant to have been first conceived and made after such termination date.

(d) *Non-Applicability.* Consultant is hereby notified that this Section 7 does not apply to any invention for which no equipment, supplies, facility, Confidential Information, or

other trade secret information of the Company was used and which was developed entirely on Consultant's own time, unless (i) the invention relates (A) directly to the business of the Company or (B) to the Company's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by Consultant for the Company.

ARTICLE 8. GENERAL PROVISIONS

(a). *Return of Property.* Upon termination of Consultant's engagement with the Company, Consultant shall deliver promptly to the Company all records, files, manuals, books, forms, documents, letters, memoranda, data, customer lists, tables, photographs, video tapes, audio tapes, computer disks and other computer storage media, and copies thereof, that are the property of the Company, or that relate in any way to the business, products, services, personnel, customers, prospective customers, suppliers, practices, or techniques of the Company, and all other property of the Company (such as, for example, computers, cellular telephones, pagers, credit cards, and keys), whether or not containing Confidential Information, that are in Consultant's possession or under Consultant's control.

(b). *Remedies.* Consultant acknowledges that it would be difficult to fully compensate the Company for monetary damages resulting from any material breach by him of the provisions of this Agreement, including without limitation Sections 6 and 7 and 8.01 hereof. Accordingly, in the event of any actual or threatened breach of any such provisions, the Company shall, in addition to any other remedies it may have, be entitled to injunctive and other equitable relief to enforce such provisions, and such relief may be granted without the necessity of proving actual monetary damages.

(c) *Governing Law.* This Agreement shall be governed by, subject to, and construed in accordance with the laws of the Commonwealth of Kentucky without regard to conflict of law principles. Any action relating to this Agreement shall only be brought in a court of competent jurisdiction in the Commonwealth of Kentucky, and the Parties consent to the jurisdiction, venue and convenience of such courts.

(d) *Jurisdiction and Law.* Consultant and the Company consent to jurisdiction of the courts of the Commonwealth of Kentucky and/or the federal district courts, Western District of Kentucky, for the purpose of resolving all issues of law, equity, or fact, arising out of or in connection with this Agreement. Any action involving claims of a breach of this Agreement shall be brought in such courts. Each Party consent to personal jurisdiction over such party in the state and/or federal courts of Kentucky and hereby waives any defense of lack of personal jurisdiction or *forum non conveniens*. Venue, for the purpose of all such suits, shall be in Jefferson County, Commonwealth of Kentucky.

(e) *No Violation of Other Agreements.* Consultant hereby represents and agrees that neither (i) Consultant's entering into this Agreement, (ii) Consultant's engagement with the Company, nor (iii) Consultant's carrying out the provisions of this Agreement, will violate any other agreement (oral, written or other) to which Consultant is a party or by which Consultant is bound.

(f) *Amendments.* No amendment or modification of this Agreement shall be deemed effective unless made in writing and signed by the Parties hereto.

(g) *No Waiver.* No term or condition of this Agreement shall be deemed to have been waived, except by a statement in writing signed by the Party against whom enforcement of the waiver is sought. Any written waiver shall not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

(h) *Assignment.* This Agreement shall not be assignable, in whole or in part, by either Party without the prior written consent of the other Party, except that the Company may, without the consent of Consultant, assign its rights and obligations under this Agreement (i) to any entity with which the Company may merge or consolidate, or (ii) to any corporation or other person or business entity to which the Company may sell or transfer all or substantially all of its assets. Upon Consultant's written request, the Company will seek to have any successor by agreement assent to the fulfillment by the Company of its obligations under this Agreement. Unless prohibited by applicable law, after any assignment by the Company pursuant to this Section 8.08, the Company shall be discharged from all further liability hereunder and such assignee shall thereafter be deemed to be the "Company" for purposes of all terms and conditions of this Agreement, including this Section 8.

(i) *Counterparts.* This Agreement may be executed in any number of counterparts, and such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

(j) *Severability.* Subject to Section 6.05 hereof, to the extent that any portion of any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted herefrom, and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect.

(k) *Survival.* The terms and conditions set forth in Sections 6, 7, and 8 of this Agreement, and any other provision that continues by its terms, shall survive expiration of the Term or termination of Consultant's engagement for any reason.

(l) *Captions and Headings.* The captions and paragraph headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions hereof.

(m) *Notices.* Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and either delivered in person or sent by first class certified or registered mail, postage prepaid, if to the Company, at the Company's principal place of business, and if to Consultant, at his home address most recently filed with the Company, or to such other address or addresses as either Party shall have designated in writing to the other Party hereto.

(l) *Jury trial waiver*. **EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).**

COMPANY:

NET Elite, LLC

By: Athletx Sports Group, LLC

By:_____
Jim Haddaway, Member

and

CONSULTANT:

_____
Bradford Jones

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into on January 29, 2021, by and between NET ELITE, LLC ("NET Elite" or "Company"), being a duly organized Kentucky limited liability company having a principal office address of 11221 Plantside Drive, Louisville, Kentucky 40299, and Wesley Jones ("Employee") an individual resident of Tennessee having an address of 109 Broad Street, Kingsport, Tennessee 37660. Company and Employee are sometimes hereinafter collectively referred to as the "Parties" or individually as "Party."

RECITALS

A. The Company desires to employ Employee under the terms and conditions set forth herein; and

B. Employee desires to accept employment with Company on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the respective agreements of the Company and Employee set forth below, the Company and Employee, intending to be legally bound, agree as follows:

1. *Effective Date.* The terms and conditions of Employee's employment and hereunder shall become effective as of January 29, 2021 regardless of the date upon which this Agreement shall have been executed (the "Effective Date").

2. *Employment.* Subject to all the terms and conditions of this Agreement, Employee's period of employment under this Agreement shall be the period commencing on the Effective Date and continuing through January 29, 2024 (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew for subsequent one-year periods ("the Extended Term") (which term together with any such extensions, if any, shall be hereinafter defined as the "Term"), provided that the gross revenue of the Company has increased at least five percent (5%) year-over-year from the baseline revenue provided by the Company in 2020 of $1,411,004.00 ("Revenue Target"). Notwithstanding the foregoing, in its sole discretion, the Company shall have the right to offer an Extended Term to the Employee if the Company does not meet or exceed the Revenue Target. During the Term, Employee's employment may be terminated with Section 8 hereof.

3. *Position and Duties.*

(a) *Employment with the Company.* While Employee is employed by the Company during the Term, Employee shall perform such duties and responsibilities for the Businesses as the Company shall assign to him from time to time, including duties

and responsibilities relating to the Businesses' operations and product development. Employee's initial primary responsibility will be to manage and operate NET Elite baseball. Employee shall make day-to-day operational decisions during the course of his employment in accordance with the strategic plan and budget developed by Company. Employee acknowledges being required to travel periodically for the Businesses and to perform "on-call" and/or "on-site" work, from time to time, including on weekends.

(b) *Performance of Duties and Responsibilities.* Employee shall serve the Company faithfully and to the best of his ability and shall devote his full working time, attention and efforts to the business of the Company during his employment with the Company hereunder. Employee hereby represents and confirms that he is under no contractual or legal commitments that would prevent him from fulfilling his duties and responsibilities as set forth in this Agreement, including but not limited to any agreements restricting his ability to solicit current and prospective customers and/or clients of the Company and to sell and offer for sale any and all services and/or products or equipment now sold or currently planned to be sold by the Company. During his employment with the Company, Employee shall not accept other employment or engage in other competitive business activity, except as approved in writing by the Company's President. Employee may participate in charitable activities and personal investment activities to a reasonable extent, and he may serve as a director of business organizations, so long as such activities and directorships do not interfere with the performance of his duties and responsibilities hereunder or offer products or services competitive to those offered by Company.

4. *Compensation.*

(a) While Employee is employed by the Company during the Term, the Company shall pay to Employee an annual salary (herein "Salary") of one hundred twenty five thousand dollars ($125,000.00), less deductions and withholdings for taxes, which compensation shall be paid in accordance with the Company's normal payroll policies and procedures. At the discretion of Company, Employee may also be entitled to earn performance bonuses based on revenue generated by Employee relative to the Event.

(b) *Benefits.* While Employee is employed by the Company during the Term, Employee shall be entitled to participate in all employee benefit plans and programs of the Company that are available to Company's employees generally, including without limitation medical and dental insurance, to the extent that Employee meets the eligibility requirements for each individual plan or program. The Company provides no assurance as to the adoption or continuance of any particular employee benefit plan or program, and Employee's participation in any such plan or program shall be subject to the provisions, rules and regulations applicable thereto.

(c) *Expenses.* While Employee is employed by the Company during the Term, the Company shall reimburse Employee for all reasonable and necessary out-of-pocket business, travel and entertainment expenses incurred by him in the performance of his duties and responsibilities hereunder, subject to the Company's normal policies and

procedures for expense verification and documentation. Furthermore, in the event of overnight travel, Employee shall be given a company credit card to charge reasonable business and travel related expenses while Employee is traveling on Company business. Notwithstanding the foregoing, the Company reserves the right to impose monetary limitations on the dollar amount of business related travel expenses by providing Employee with written notice of same.

(d) *Vacations and Holidays.* As approved by the Company and in its discretion, Employee shall be entitled to be absent from his duties for the Company for vacation, and shall further be entitled to such sick days, national and religious holidays and other time off as the Company shall approve for all of their employees from time to time.

5. *Confidential Information.* Except as required in the performance of Employee's duties as an employee of the Company or as authorized in writing by the Company, Employee shall not, either during Employee's employment with the Company or at any time thereafter, use, disclose or make accessible to any person any confidential information for any purpose. "Confidential Information" means information proprietary to the Company or its suppliers or prospective suppliers and not generally known (including trade secret information) about the Company's suppliers, products, services, personnel, customers, pricing, sales strategies, technology, computer software code, methods, processes, designs, research, development systems, techniques, finances, accounting, purchasing, and plans. All information disclosed to Employee or to which Employee obtains access, whether originated by Employee or by others, during the period of Employee's employment by the Company (whether before, during, or after the Term), shall be presumed to be Confidential Information if it is treated by the Company as being Confidential Information or if Employee has a reasonable basis to believe it to be Confidential Information. Employee acknowledges that the above-described knowledge and information constitutes a unique and valuable asset of the Company and represents a substantial investment of time and expense by the Company, and that any disclosure or other use of such knowledge or information other than for the sole benefit of the Company would be wrongful and would cause irreparable harm to the Company. During Employee's employment with the Company, Employee shall refrain from committing any acts that would materially reduce the value of such knowledge or information to the Company. The foregoing obligations of confidentiality shall not apply to any knowledge or information that (i) is now or subsequently becomes generally publicly known, or (ii) is required to be disclosed by law or legal process, other than as a direct or indirect result of the breach of this Agreement by Employee. Employee acknowledges that the obligations imposed by this Section 5 are in addition to, and not in place of, any obligations imposed by applicable statutory or common law.

6. *Non-Competition Covenant.*

(a) Non-Competition. Employee agrees that during the Term and for a period of twenty four (24) months immediately following the latest of: (1) the termination or expiration of this Agreement, (2) the cessation of Employee’s employment with the Company or (3) the Employee’s ceasing to own, have an interest in, or be affiliated in

any way with the NET Elite, LLC (KY) (herein "Restricted Period"), he will not, directly or indirectly directly or indirectly (including as a sole proprietor, partner, manager, officer, member, employee or consultant or in any other capacity as principal, agent, broker, manager or otherwise), within the Prohibited Area own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be connected as a manager, officer, employee, partner, representative, agent, consultant or otherwise of, any person other than Company which sells Competitive Services or Products. The term "Prohibited Area" means the United States. The term "Competitive Services or Products" means the business of promoting, selling or marketing 8U-18U baseball and 10U-18U softball tournaments, and any other activities competitive to those of Company and its affiliates including without limitation, baseball and/or softball competitions, clinics, and player showcases. The term for non-competition set forth in this Section 6(a) will be tolled during any period or periods in which litigation is pending concerning a breach of this Section 6(a) or during any period when Employee is in breach of this Section 6(a).

(b) Non-Solicitation or Hiring of Employees. Employee agrees that, during the Restricted Period, he will not, directly or indirectly (including as a sole proprietor, partner, manager, officer, member, employee or consultant or in any other capacity as principal, agent, broker, manager or otherwise), (A) solicit or induce any employee of Company or its affiliates to terminate employment with the Company or its affiliates, or (B) employ, offer employment to or otherwise interfere with the employment relationship of any employee of Company or its affiliates unless, at the time of such employment, offer or other interference, such person will have ceased to be employed by the Company or its affiliates (as applicable) for a period of at least 6 months. The term for the restriction set forth in this Section 6(b) will be tolled during any period or periods when the Employee is in breach of this Section 6(b).

(c) Non-Solicitation of Business Relations. Employee agrees that, during the Restricted Period, he will not, directly or indirectly (including as a sole proprietor, partner, manager, officer, member, employee or consultant or in any other capacity as principal, agent, broker, manager or otherwise), induce or attempt to induce or call upon or solicit any business relations of Company or its affiliates, including consultants, independent contractors, customers, prospective customers, vendors, or suppliers (collectively, "Business Relations"), for the purpose of causing any such Business Relation to leave, cease doing business or modify its, his or her relationship with Company or its affiliates or in any way interfere or attempt to interfere with the relationship between Company or its affiliates and any such Business Relation.

(d) *Acknowledgment.* Employee hereby acknowledges that the provisions of this Section 6 are reasonable and necessary to protect the legitimate interests of the Company and that any violation of this Section 6 by Employee shall cause substantial and irreparable harm to the Company to such an extent that monetary damages alone would be an inadequate remedy. Therefore, in the event that Employee violates any provision of this Section 6, the Company shall be entitled to an injunction, in addition to all the other remedies it may have, restraining Employee from violating or continuing to violate such provision.

(e) *Blue Pencil Doctrine.* If the duration of, the scope of or any business activity covered by any provision of this Section 6 is in excess of what is determined to be valid and enforceable under applicable law, such provision shall be construed to cover only that duration, scope or activity that is determined to be valid and enforceable. Employee hereby acknowledges that this Section 6 shall be given the construction that renders its provisions valid and enforceable to the maximum extent, not exceeding its express terms, possible under applicable law.

7. *Intellectual Property.*

(a) *Disclosure and Assignment.* As of the Effective Date, Employee hereby transfers and assigns to the Company (or its designee) all right, title, and interest of Employee in and to every idea, concept, invention, and improvement (whether patented, patentable or not) conceived or reduced to practice by Employee whether solely or in collaboration with others while he is employed by the Company, and all copyrighted or copyrightable matter created by Employee whether solely or in collaboration with others while he is employed by the Company that relates to the Company's business (collectively, "Creations"). Employee shall communicate promptly and disclose to the Company, in such form as the Company may request, all information, details, and data pertaining to each Creation. Every copyrightable Creation, regardless of whether copyright protection is sought or preserved by the Company, shall be a "work made for hire" as defined in 17 U.S.C. § 101, and the Company shall own all rights in and to such matter throughout the world, without the payment of any royalty or other consideration to Employee or anyone claiming through Employee.

(b) *Trademarks.* All right, title, and interest in and to any and all trademarks, trade names, service marks, and logos adopted, used, or considered for use by the Company during Employee's employment (whether or not developed by Employee) to identify the Company's business or other goods or services (collectively, the "Marks"), together with the goodwill appurtenant thereto, and all other materials, ideas, or other property conceived, created, developed, adopted, or improved by Employee solely or jointly during Employee's employment by the Company and relating to its business shall be owned exclusively by the Company. Employee shall not have, and will not claim to have, any right, title, or interest of any kind in or to the Marks or such other property.

(c) *Documentation.* Employee shall execute and deliver to the Company such formal transfers and assignments and such other documents as the Company may request to permit the Company (or its designee) to file and prosecute such registration applications and other documents it deems useful to protect or enforce its rights hereunder. Any idea, invention, copyrightable matter, or other property relating to the Company's business and disclosed by Employee prior to the first anniversary of the effective date of Employee's termination of employment shall be deemed to be governed by the terms of this Section 7 unless proven by Employee to have been first conceived and made after such termination date.

(d) *Non-Applicability.* Employee is hereby notified that this Section 7 does not apply to any invention for which no equipment, supplies, facility, Confidential Information, or other trade secret information of the Company was used and which was developed entirely on Employee's own time, unless (i) the invention relates (A) directly to the business of the Company or (B) to the Company's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by Employee for the Company.

8. *Termination of Employment.*

(a) Employee shall not be terminated by the Company during the Term except "for cause." "Cause" for Employee's termination shall be deemed to exist where any of the following circumstances occur:

i. Employee misappropriates any funds, rights, or property of Company or of any of Company's employees, customers, vendors or contractors as prohibited in this Agreement;

ii. Employee substantially fails or becomes unable to discharge his duties and responsibilities on Company's behalf, and fails or refuses to or cannot correct such failing within 30 days of receipt of written notice to him from Company, which notice shall specifically describe Employee's deficiencies;

iii. Employee engages in competition with Company in any manner prohibited by this Agreement;

iv. Employee regularly makes frequent, substantial and abusive use of alcohol, drugs, or similar substances, and such abuse affects his ability to conduct the Company's business in a proper, professional and prudent manner;

v. Employee's death;

vi. Employee's disability, which persists for longer than ninety (90) days, and renders employee unable to reasonably perform the duties and responsibilities required of him under this Agreement;

vii. Employee is convicted of a felony; or

viii. Employee commits gross professional misconduct, or a gross breach of this Agreement of such a serious nature as would reasonably render his service unacceptable to reasonable persons in the position of Company's management.

(b) Following the Term, Employee's employment with the Company shall terminate immediately upon: (i) Employee's receipt of notice from the Company of the termination of his employment as provided for in this Agreement; or (ii) the Company's

receipt of Employee's written or oral resignation from the Company as provided for in this Agreement;

(c) The date upon which Employee's termination of employment with the Company occurs shall be the "Termination Date."

9. *Return of Property.* Upon termination of Employee's employment with the Company, Employee shall deliver promptly to the Company all records, files, manuals, books, forms, documents, letters, memoranda, data, customer lists, tables, photographs, video tapes, audio tapes, computer disks and other computer storage media, and copies thereof, that are the property of the Company, or that relate in any way to the business, products, services, personnel, customers, prospective customers, suppliers, practices, or techniques of the Company, and all other property of the Company (such as, for example, computers, cellular telephones, pagers, credit cards, and keys), whether or not containing Confidential Information, that are in Employee's possession or under Employee's control.

10. *Remedies.* Employee acknowledges that it would be difficult to fully compensate the Company for monetary damages resulting from any material breach by him of the provisions of Sections 6, 7 and 9 hereof. Accordingly, in the event of any actual or threatened breach of any such provisions, the Company shall, in addition to any other remedies it may have, be entitled to injunctive and other equitable relief to enforce such provisions, and such relief may be granted without the necessity of proving actual monetary damages.

11. *Miscellaneous.*

(a) *Governing Law.* This Agreement shall be governed by, subject to, and construed in accordance with the laws of the Commonwealth of Kentucky without regard to conflict of law principles. Any action relating to this Agreement shall only be brought in a court of competent jurisdiction in the Commonwealth of Kentucky, and the Parties consent to the jurisdiction, venue and convenience of such courts.

(b) *Jurisdiction and Law.* Employee and the Company consent to jurisdiction of the courts of the Commonwealth of Kentucky and/or the federal district courts, Western District of Kentucky, for the purpose of resolving all issues of law, equity, or fact, arising out of or in connection with this Agreement. Any action involving claims of a breach of this Agreement shall be brought in such courts. Each Party consent to personal jurisdiction over such party in the state and/or federal courts of Kentucky and hereby waives any defense of lack of personal jurisdiction or *forum non conveniens*. Venue, for the purpose of all such suits, shall be in Jefferson County, Commonwealth of Kentucky.

(c) *No Violation of Other Agreements.* Employee hereby represents and agrees that neither (i) Employee's entering into this Agreement, (ii) Employee's employment with the Company, nor (iii) Employee's carrying out the provisions of this Agreement, will violate any other agreement (oral, written or other) to which Employee is a party or by which Employee is bound.

(d) *Amendments.* No amendment or modification of this Agreement shall be deemed effective unless made in writing and signed by the Parties hereto.

(e) *No Waiver.* No term or condition of this Agreement shall be deemed to have been waived, except by a statement in writing signed by the Party against whom enforcement of the waiver is sought. Any written waiver shall not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

(f) *Assignment.* This Agreement shall not be assignable, in whole or in part, by either Party without the prior written consent of the other Party, except that the Company may, without the consent of Employee, assign its rights and obligations under this Agreement (i) to any entity with which the Company may merge or consolidate, or (ii) to any corporation or other person or business entity to which the Company may sell or transfer all or substantially all of its assets. Upon Employee's written request, the Company will seek to have any successor by agreement assent to the fulfillment by the Company of its obligations under this Agreement. Unless prohibited by applicable law, after any assignment by the Company pursuant to this Section 11(f), the Company shall be discharged from all further liability hereunder and such assignee shall thereafter be deemed to be the "Company" for purposes of all terms and conditions of this Agreement, including this Section 11.

(g) *Counterparts.* This Agreement may be executed in any number of counterparts, and such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

(h) *Severability.* Subject to Section 6(f) hereof, to the extent that any portion of any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted herefrom, and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect.

(i) *Survival.* The terms and conditions set forth in Sections 5, 6, 7, 9, 10, and 11, of this Agreement, and any other provision that continues by its terms, shall survive expiration of the Term or termination of Employee's employment for any reason.

(j) *Captions and Headings.* The captions and paragraph headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions hereof.

(k) *Notices.* Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and either delivered in person or sent by first class certified or registered mail, postage prepaid, if to the Company, at the Company's principal place of business, and if to Employee, at his home address most recently filed with the Company, or to such other address or addresses as either Party shall have designated in writing to the other Party hereto.

(l) *Jury trial waiver*. **EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).**

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, Employee and the Company have executed this Agreement which this 29th day of January, 2021.

COMPANY:

NET Elite, LLC

By: ASG Holdings, LLC

By: _____
Jim Haddaway, Member

and

EMPLOYEE:

_____
Wesley Jones

OPERATING AGREEMENT
OF
NET ELITE, LLC

THIS OPERATING AGREEMENT ("Agreement") is made as of the 29th day of January, 2021 ("Effective Date"), by and among (i) **ASG HOLDINGS, LLC** a Kentucky limited liability company **("ASG")** and (ii) **WESLEY JONES ("Jones")**. The foregoing parties are collectively referred to herein as "Members" and individually as a "Member." For purposes of this Agreement, the term "Members" includes all persons then acting in such capacity in accordance with the terms of this Agreement.

RECITALS:

A. On January 13, 2021, a Kentucky limited liability company named NET Elite, LLC ("Company") was formed by filing Articles of Organization of the Company with the Kentucky Secretary of State's Office which, among other things, in Article IV, provides that the Company is to be managed by Managers.

B. As of the Effective Date, ASG and Jones are the sole Members of the Company, owning all of the Company Interests (as hereinafter defined).

C. The Members desire to adopt this Operating Agreement as to the conduct of the business and affairs of the Company and as to the role of the Company's manager.

FORMATION. The Company was formed as a limited liability company pursuant to the provisions of the Kentucky Limited Liability Company Act ("Act"). Coincident with the execution of that certain asset purchase and contribution agreement ("Purchase Agreement") dated as of the same date as this Agreement, by and among NET Elite Baseball, LLC (TN), a Tennessee limited liability company having an address of 109 Broad Street, Kingsport, Tennessee 37660, Jones and Bradford Jones on the one hand; and ASG Holdings, LLC, a Kentucky limited liability company having a principal office address of 11221 Plantside Drive, Louisville, Kentucky 40299 on the other, which occurred at a closing ("Closing") that took place on the Effective Date, ASG and Jones have become the members of the Company.

1. NAME AND OFFICE.

1.1 Name. The name of the Company is NET Elite, LLC.

1.2 Principal Office. The principal office of the Company shall be at 11221 Plantside Drive, Louisville, Kentucky 40299, or at such other place as shall be determined by the Manager from time to time with notice to the Members. The books of the Company shall be maintained at such principal place of business or such other place that the Manager shall deem appropriate. The Company shall designate an agent for service of process in Kentucky in accordance with the provisions of the Act.

2. PURPOSES AND TERM.

2.1 Purposes. The purposes of the Company are as follows:

(a) To engage in promoting and administering baseball and softball tournament events and related offerings.

(b) To engage in such other lawful activities in which a limited liability company may engage in under the Act.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

2.2 Company's Power. In furtherance of the purposes of the Company as set forth in Section 2.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purposes, or as otherwise contemplated in this Agreement.

2.3 Term. The term of the Company commenced as of the date of the filing of Articles of Organization with the Kentucky Secretary of State's Office, and shall continue until dissolved in accordance with Section 11.

3. CAPITAL.

3.1 Capital Contributions of Members. The Members have made (or are deemed to have made) the following capital contributions to the Company as reflected on the books of the Company. The Members hereby agree that the Percentage Interest (as hereinafter defined) of each Member as of the date hereof is as follows:

Member	Capital Contribution	Percentage Interest
ASG	80% of the Purchased Assets of NET Elite Baseball, LLC (TN)	80%
JONES	20% of the Purchased Assets of NET Elite Baseball, LLC (TN)	20%

3.2 Additional Capital Contributions. If the Manager determines that the Company requires additional capital, the Manager shall give written notice thereof to the Members and assignees of interests in the Company who are not admitted as substitute Members (Members and such unadmitted assignees are hereinafter collectively referred to as "Interest Holders"). Each of the Interest Holders shall have the right, but not the obligation, to make such additional capital contributions in accordance with their respective Percentage Interests, or in such other percentages as they shall unanimously agree. If any Interest Holder fails to make the additional capital contribution which such Interest Holder is entitled to make, then the other Interest Holders may, but shall not be obligated to, make the additional capital contribution which such Interest Holder did not make in accordance with their respective Percentage Interests among themselves, or in such other percentages as they shall unanimously agree, and the Percentage Interests of the Interest Holders shall be adjusted according to the capital contributions so made. An additional capital contribution shall not be due earlier than ten days following receipt of the Manager's notice thereof.

3.3 Loans from Interest Holders. If the Company has a need for funds, the Company may borrow such funds from, among others, one or more of its Interest Holders on such terms and conditions as shall be agreed to by the Manager and such Interest Holders with the approval of Members holding a majority of the Percentage Interests held by Members other than such Interest Holder.

3.4 No Liability of Interest Holders. Except as otherwise specifically provided in the Act, no Interest Holder shall have any personal liability for the obligations of the Company. No Interest Holder shall be obligated to contribute funds or loan money to the Company or guaranty or otherwise be liable for any indebtedness of the Company.

3.5 No Interest on Capital Contributions. Interest Holders shall not be entitled to interest on any capital contributions made to the Company.

3.6 No Withdrawal of Capital. No Interest Holder shall be entitled to withdraw any part of such Interest Holder's capital contributions to the Company, except as provided in Section 8. No Interest Holder shall be entitled to demand or receive any property from the Company other than cash, except as otherwise expressly provided for herein.

3.7 Capital Account. There shall be established on the books of the Company a capital account ("Capital Account") for each Interest Holder. It is the intention of the Members that such Capital Account be maintained in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv), and this Agreement shall be so construed. Accordingly, such Capital Account shall initially be credited with the fair market value of the initial capital contribution of the Interest Holder and thereafter shall be increased by (a) any cash or the fair market value of any property contributed by such Interest Holder (net of any liabilities assumed by the Company or to which the contributed property is subject) and (b) the amount of all net income (whether or not exempt from tax) and gain allocated to such Interest Holder hereunder, and decreased by (x) the amount of all net losses allocated to such Interest Holder hereunder (including expenditures described in section 705(a)(2)(B) of the Internal Revenue Code of 1986, as amended ("Code"), or treated as such an expenditure by reason of Treas. Reg. § 1.704-1(b)(2)(iv)(i)) and (y) the amount of cash, and the fair market value of property (net of any liabilities assumed by such Interest Holder or to which the distributed property is subject), distributed to such Interest Holder pursuant to Section 8. If the Company has made an election under section 754 of the Code, Capital Accounts shall also be adjusted to the extent required by Treas. Reg. § 1.704-1(b)(2)(iv)(m). If an Interest Holder transfers all or any part of such Interest Holder's interest in the Company ("Company Interest") in accordance with the terms of this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent of the Company Interest transferred.

3.8 Loans To The Company With Personal Guarantees. The Members hereby agree that if the Members should ever have joint and several liability as to any debt or obligation of the Company and any Member shall pay more than such Member's pro rata share of such debt or obligation, based upon the Members' respective Company Interests at the time of any such payment, then the other Members shall indemnify and reimburse such paying Member, in accordance with their respective Percentage Interests, as to the excess amount paid by the paying Member (the "Cross Indemnification Obligation"). Notwithstanding any other provision hereof

which might be construed to the contrary, this subsection and the Cross Indemnification Obligation shall not be for the benefit of, or enforceable by, any third party, nor shall the Cross-Indemnification Obligation be construed as making the Members personally liable to any third party for any obligation of the Company.

4. ACCOUNTING.

4.1 Books and Records. The Manager shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Manager shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs, including those sufficient to record the allocations and distributions provided for in Sections 6, 7 and 8. Except as otherwise specifically provided herein, such books and records shall be maintained, and the net income and net loss of the Company shall be determined, in the same manner as the Company computes its income and expenses for Federal income tax purposes, except as required under the applicable Treasury Regulations. Upon reasonable request of a Member, such books and records shall be open to the inspection and examination by such Member in person or by the Member's duly authorized representatives during normal business hours and may be copied at the expense of the Member. The Manager shall also furnish to any Member, at the expense of such Member, such other information of the Company's operations and condition as may reasonably be requested by any Member for any reasonable purpose related to a Member's interest as a Member.

4.2 Fiscal Year. The fiscal year of the Company shall be the calendar year ("Fiscal Year").

4.3 Reports.

(a) Within 90 days after the close of each Fiscal Year of the Company, the Manager shall furnish to each person who was an Interest Holder at any time during such Fiscal Year all the information relating to the Company which shall be necessary for the preparation by each such person of their Federal and state income or other tax returns.

(b) Within 90 days after the close of each Fiscal Year of the Company, the Manager shall furnish to each Interest Holder a report of the business and operations of the Company during such Fiscal Year. Such report shall contain financial statements and other information as in the reasonable judgment of the Manager shall be necessary or appropriate for all of the Interest Holders to be advised of the results of the Company's operations.

4.4 Tax Returns. It shall be the duty of the Manager to prepare, or cause to be prepared, and timely file, all Federal, state and local income tax returns and information returns, if any, which the Company is required to file. All expenses incurred in connection with such tax returns and information returns shall be expenses of the Company.

4.5 Revaluation of Company Property. If there shall occur (i) an acquisition of a Company Interest from the Company for more than a *de minimis* capital contribution, (ii) a distribution (other than a *de minimis* distribution) to an Interest Holder in consideration for a Company Interest, or (iii) the issuance of a Company Interest in exchange for services, the

Manager shall revalue the assets of the Company at their then fair market value and adjust the Capital Accounts of the Interest Holders in the same manner as provided in Section 8.3 in the case of a property distribution. If there is a revaluation pursuant to this Section 4.5, then net income or net loss shall thereafter be adjusted for allocations of depreciation (cost recovery) and gain or loss in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(g), and the Interest Holders' distributive shares of depreciation (cost recovery) and gain or loss computed in accordance with the principles of section 704(c) of the Code and the regulations promulgated thereunder using the method selected by the Manager.

5. BANK ACCOUNTS. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Manager. Withdrawals therefrom shall be made upon such signature or signatures as the Manager may designate. Company funds shall not be commingled with those of any other person or entity.

6. ALLOCATION OF NET INCOME AND NET LOSS.

6.1 Net Income and Net Loss.

(a) Except as otherwise provided herein, the net income and net loss of the Company for each Fiscal Year shall be allocated to the Interest Holders in accordance with their respective Percentage Interests. For purposes of this Agreement, the term "Percentage Interest" shall mean the assigned percentages contained in Section 3 as modified from time to time in accordance with this Agreement and applicable law.

(b) Notwithstanding anything herein to the contrary, if an Interest Holder has a deficit balance in such Interest Holder's Capital Account (after adding back to such Interest Holder's deficit Capital Account any amount which such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1(b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)) and unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5) or (6), then such Interest Holder will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance in such Interest Holder's Capital Account as quickly as possible. It is the intention of the parties that the provisions of this Section 6.1(b) constitute a "qualified income offset" within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(d), and such provisions shall be so construed.

(c) If there is a net decrease in the Company's Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(b)(2)) or Partner Nonrecourse Debt Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(i)(3)) during any Fiscal Year, each Interest Holder shall be allocated, before any other allocations hereunder, items of income and gain for such Fiscal Year (and subsequent Fiscal Years, if necessary), in an amount equal to such Interest Holder's share (determined in accordance with Treas. Reg. §§ 1.704-2(g) and 1.704-2(i)(5), as applicable) of the net decrease in the Company's Minimum Gain or Partner Nonrecourse Debt Minimum Gain, as applicable, for such Fiscal Year; provided, however, that no such allocation shall be required if any of the exceptions set forth in Treas. Reg. § 1.704-2(f) apply. It is the intention of the parties

that this provision constitute a "minimum gain chargeback" within the meaning of Treas. Reg. §§ 1.704-2(f) and 1.704-2(i)(4), and this provision shall be so construed.

(d) Notwithstanding anything herein to the contrary, the Company's partner nonrecourse deductions (within the meaning of Treas. Reg. § 1.704-2(i)(2)) shall be allocated solely to the Interest Holder who has the economic risk of loss with respect to the partner nonrecourse liability related thereto in accordance with the provisions of Treas. Reg. § 1.704-2(i)(1).

(e) Notwithstanding the provisions of Section 6.1(a), no net losses shall be allocated to an Interest Holder if such allocation would result in such Interest Holder having a deficit balance in such Interest Holder's Capital Account (after adding back to such Interest Holder's deficit Capital Account (i) any amount such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1(b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5), and (ii) the Interest Holder's share of any recourse liabilities of the Company (within the meaning of Treas. Reg. § 1.752-1(a)(1))). In such case, the net loss that would have been allocated to such Interest Holder shall be allocated to the other Interest Holders to whom such loss may be allocated without violation of the provisions of this Section 6.1(e).

(f) For Federal, state and local income tax purposes only, with respect to any assets contributed by an Interest Holder to the Company ("Contributed Assets") which have an agreed fair market value on the date of their contribution which differs from the Interest Holder's adjusted basis therefor as of the date of contribution, the allocation of depreciation and gain or loss with respect to such Contributed Assets shall be determined in accordance with the provisions of section 704(c) of the Code and the regulations promulgated thereunder using the method selected by the Manager. For purposes of this Agreement, an asset shall be deemed a Contributed Asset if it has a basis determined, in whole or in part, by reference to the basis of a Contributed Asset (including an asset previously deemed to be a Contributed Asset pursuant to this sentence). Notwithstanding the foregoing, if the gain from the sale of any Contributed Asset is being reported on the installment method for income tax purposes, then the total amount of gain which is to be recognized by each of the Interest Holders in accordance with the above provision in all taxable years shall be computed and the amount of gain to be recognized by each of the Interest Holders in each year shall be in proportion to the total gain to be recognized by each of the Interest Holders in all taxable years.

(g) The allocations provided for in Sections 6.1(b) through 6.1(e) ("Regulatory Allocations") are intended to comply with certain requirements of Treas. Reg. § 1.704-1(b)(2). It is the intent of the Members that, to the extent possible, all Regulatory Allocations will be offset either with other Regulatory Allocations or with special allocations of other items of Company income gain, loss or deduction pursuant to this Section 6.1(g). Therefore, notwithstanding any other provision of Section 6.1 (other than the Regulatory Allocations), the Manager shall make such offsetting special allocations in whatever manner the Manager determines appropriate so that, after such offsetting allocations are made, each Interest Holder's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Interest Holder would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Section 6.1(a). In exercising the

discretion granted under this Section 6.1(g), the Manager shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

6.2 Allocation of Excess Nonrecourse Liabilities. For purposes of section 752 of the Code and the regulations thereunder, the excess nonrecourse liabilities of the Company (within the meaning of Treas. Reg. § 1.752-3(a)(3)), if any, shall be allocated to the Interest Holders as follows:

(a) First, such excess nonrecourse liabilities shall be allocated to the Interest Holders up to the amount of built-in gain allocable to such Interest Holders on section 704(c) property (as defined in Treas. Reg. § 1.704-3(a)(3)(ii)) or property for which reverse section 704(c) allocations are applicable (as described in Treas. Reg. § 1.704-3(a)(6)(i)) where such property is subject to the nonrecourse liability, to the extent such gain exceeds the gain described in Treas. Reg. § 1.752-3(a)(2).

(b) Second, the balance of such excess nonrecourse liabilities, if any, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests.

6.3 Allocations in Event of Transfer, Admission of New Member, Etc. In the event that any Interest Holder's Percentage Interest changes at any time other than at the end of a Fiscal Year, including, but not limited to, as a result of (a) the transfer of all or any part of an Interest Holder's Company Interest (in accordance with the provisions of this Agreement), (b) the admission of a new Member or (c) disproportionate capital contributions, the Interest Holders' shares of the Company's income, gain, loss, deductions and credits, as computed both for accounting purposes and for Federal income tax purposes, shall be allocated among the Interest Holders using the interim closing method (within the meaning of Treas. Reg. § 1.706-4(c)) and the semi-monthly convention (within the meaning of Treas. Reg. § 1.706-4(c)(1) and subject to the limitations set forth in Treas. Reg Section 1.706-4(c)(2) and (3)) except as otherwise required in the case of extraordinary items as required by Treas. Reg. Section 1.706-4(e); provided, however, that by vote of the Members, such allocations may be made using the proration method (within the meaning of Treas. Reg. § 1.706-4(d)). Notwithstanding the foregoing, if the Company uses the cash receipts and disbursements method of accounting, the Company's "allocable cash basis items," as that term is used in section 706(d)(2)(B) of the Code, shall be allocated as required by section 706(d)(2) of the Code and the regulations promulgated thereunder.

7. DISTRIBUTIVE SHARES AND FEDERAL INCOME TAX ELECTIONS.

7.1 Distributive Shares. For purposes of Subchapter K of the Code, the distributive shares of the Interest Holders of each item of Company taxable income, gains, losses, deductions or credits for any Fiscal Year shall be in the same proportions as their respective shares of the net income or net loss of the Company allocated to them pursuant to Section 6.1. Notwithstanding the foregoing, to the extent not inconsistent with the allocation of gain provided for in Section 6.1, gain recognized by the Company which represents recapture of depreciation or cost recovery deductions for Federal income tax purposes shall be allocated to

the Interest Holder (or the Interest Holder's successor-in-interest) to whom such depreciation or cost recovery deduction to which such recapture relates was allocated.

7.2 Elections. The election permitted to be made by section 754 of the Code, and any other elections required or permitted to be made by the Company under the Code, shall be made in such a manner as shall be determined by the Manager.

7.3 Partnership Tax Treatment. It is the intention of the Members that the Company be treated as a partnership for Federal, state and local income tax purposes, and the Interest Holders shall not take any position or make any election, in a tax return or otherwise, inconsistent with such treatment, except as determined by the Manager in accordance by this Agreement.

8. DISTRIBUTIONS.

8.1 Cash Distributions.

The Manager shall determine whether distributions may be made to the Interest Holders or whether the income of the Company shall be reinvested for Company purposes. The Company shall retain all amounts needed for its business purposes, and distributions may only be made from revenue in excess of such amounts when and in the amounts as the Manager determines in its sole discretion.

8.2 Mandatory Tax Distributions. Notwithstanding any contrary provision of this Section the Company shall distribute, not later than 90 days after the close of each Fiscal Year, to the extent not previously distributed, an amount which the Manager determines is necessary for the Interest Holders to pay the Interest Holders' Federal, state and local income taxes (taking into account the deductibility of state and local taxes for Federal income tax purposes) on the Company's taxable income (including separately stated items, but excluding income recognized pursuant to section 704(c) of the Code) to the extent the Company has distributive taxable income with respect to such Fiscal Year, but not to the extent the Interest Holder would receive a state tax credit with respect to state taxes paid by the Company. In determining the income taxes of the Interest Holders on the Company's taxable income, the Manager shall use for all Interest Holders the highest marginal income tax bracket of any state in which any Interest Holder resides or maintains its principal place of business.

8.3 Property Distributions. If any property of the Company other than cash is distributed by the Company to an Interest Holder (in connection with the liquidation of the Company or otherwise), the fair market value of such property shall be used for purposes of determining the amount of such distribution. The difference, if any, of such fair market value over (or under) the value at which such property is carried on the books of the Company shall be credited or charged to the Capital Accounts of the Interest Holders in accordance with the ratio in which the Interest Holders share in the gain and loss of the Company pursuant to Section 6.1. The fair market value of the property distributed shall be agreed to by the Manager and the distributee Interest Holder in good faith. If any such property distribution is made other than in exchange for a Company Interest, such distribution shall be made in the same manner as an

equivalent amount of cash would be distributed. Property need not be distributed *pro rata* to the Interest Holders.

8.4 Withholding. The Company may withhold taxes from any distribution to any Interest Holder to the extent required by the Code or any other applicable law, or file a return and pay tax on behalf of certain Interest Holders. For purposes of this Agreement, any taxes so withheld by the Company with respect to any amount otherwise distributable by the Company to any Interest Holder shall be deemed to have been distributed to such Interest Holder for all purposes. Any tax paid on behalf of an Interest Holder shall be deemed (i) if like taxes have been paid on behalf of all Interest Holders and/or distributions of comparable amounts have been made to the other Interest Holders who have not had taxes paid on their behalf, to have been distributed to such Interest Holder, or (ii) if the conditions referred to in (i) above have not been met, as a loan to the Interest Holder, payable no later than 60 days following the payment of such taxes.

9. MANAGEMENT.

9.1 Management.

(a) Control and management of the business of the Company shall be vested exclusively in the Manager during the term of the Company, including its liquidation and dissolution. Except as otherwise specifically provided herein, no Member, other than the Manager, shall have any voice in, or take any part in, the management of the business of the Company, nor any authority or power to act on behalf of the Company in any manner whatsoever.

(b) Except as otherwise provided herein, the Manager shall have the right, power and authority on behalf of the Company, and in its name, to exercise all of the rights, power and authority which may be possessed by a manager pursuant to the Act including, but not limited to, the sale of all, or substantially all, of the assets of the Company, the borrowing of funds and the pledging of the Company's assets to secure the Company's debts. The Manager may execute any document or take any action on behalf of the Company, and such execution or action shall be binding upon the Company. In dealing with the Manager, no person shall be required to inquire into the authority of the Manager to bind the Company. Notwithstanding the foregoing, the decision of whether to merge the Company with another entity, and whether to file a voluntary petition in bankruptcy, shall require the consent Members holding a majority of the Percentage Interests held by Members. The Manager may delegate a portion of the Manager's duties to third parties, in which event such third parties shall have such authority as shall have been delegated to them. If the Manager desires, the Manager may appoint officers for the Company, in which event such officers shall have such authority as similar officers would have in a Kentucky corporation unless their appointment shall specifically provide otherwise.

(c) The initial manager of the Company ("Manager") shall be ASG, which shall act through a majority-in-interest of its members or otherwise through its designee. ASG's initial designee shall be Jim Haddaway, who shall remain as such so long as he is alive and has not been replaced as designee by a vote of the members owning at least a majority-in-interest of ASG. The Manager need not be a member of the Company. All references to the

Manager in this Agreement shall be deemed references to ASG or its designee to the extent acts through its designee.

(d) ASG shall be replaced as the manager of the Company if ASG ceases to be a Member of the Company or fails to make a replacement designee for Jim Haddaway within thirty (30) days of his death or otherwise ceasing to act as the Company's Manager, and, in such event, the replacement manager shall be selected by Members holding a majority of the Percentage Interests held by Members. ASG may be replaced as the manager of the Company if it files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of ASG or of all or any substantial part of its property, or is adjudicated or admits in writing to violating its duties under this Agreement as the Manager, and, in such event, the replacement member shall be selected by Members holding a majority of the Percentage Interests held by Members other than ASG.

9.2 Standard of Care of Manager; Indemnification.

(a) The Manager shall not be liable, responsible or accountable in damages to any Interest Holder or the Company for any act or omission on behalf of the Company performed or omitted by the Manager in good faith and in a manner reasonably believed by the Manager to be within the scope of the authority granted to the Manager by this Agreement and in the best interests of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct unlawful, unless the Manager has committed gross negligence or willful misconduct with respect to such act(s) or omission(s).

(b) To the full extent permitted by the Act, the Company shall indemnify the Manager for, and hold the Manager harmless from, any loss or damage incurred by the Manager by reason of any act or omission so performed or omitted by the Manager so long as the Manager acted in good faith and in a manner reasonably believed by the Manager to be within the scope of the authority granted to the Manager by this Agreement and in the best interests of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful, unless the Manager has committed gross negligence or willful misconduct with respect to such act(s) or omission(s). To the full extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by the Manager who is a party to a proceeding in advance of final disposition of such proceeding provided the Manager agrees to reimburse the Company should it ultimately be determined that the Manager was not entitled to indemnification pursuant to the provisions of this Section 9.2(b). The Company may purchase and maintain insurance on behalf of the Manager against any liability asserted against or incurred by the Manager as a result of being the Manager, whether or not the Company would have the power to indemnify the Manager against the same liability under the provisions of this Section 9.2(b) or the Act.

9.3 Compensation for Services. INTENTIONALLY DELETED.

9.4 Other Activities; Related Party Transactions.

(a) The Manager shall devote such of the Manager's time to the affairs of the Company's business as is reasonably necessary, practical or appropriate.

(b) The fact that the Manager or the Manager's Affiliates are directly or indirectly interested in or connected with any individual or entity employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Manager from employing such individual or entity or from otherwise dealing with such individual or entity, and neither the Company, nor any of the Interest Holders, shall have any rights in or to any income or profits derived therefrom. All such dealings with the Manager or the Manager's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties. For purposes of this Agreement, the term **"Affiliate"** shall mean any person, corporation, limited liability company, partnership, trust or other entity controlling (directly or indirectly), controlled by, or under common control with, a Member.

9.5 Reimbursement of Expenses of Manager. Regardless of whether any distributions are made to the Interest Holders, the Company shall reimburse the Manager, at the Manager's cost, for the direct expenses which the Manager incurs in performing services on behalf of the Company, including, without limitation, costs of (a) accounting, statistical or bookkeeping services, (b) computing or accounting equipment and (c) travel, telephone, postage, legal, accounting and other expenses relating to the operation of the business of the Company.

10. MEMBERS.

10.1 Meetings. Meetings of the Members may be called by the Manager and shall be called by the Manager at the demand of the holders of at least 20% of all votes entitled to be cast on any issue proposed to be considered at the proposed meeting, provided that such requisite number of Members sign, date and deliver to the Manager one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Unless otherwise fixed in this Agreement, the record date for determining Members entitled to demand a meeting shall be the date the first Member signs the demand.

10.2 Place of Members' Meeting. The Manager may designate any place within or without the State of Kentucky as the place for any meeting of Members called by the Manager. If no designation of place is properly made, the place of the meeting shall be at the principal office. If a meeting is called at the demand of the Members, and they designate any place, either within or without the State of Kentucky, as the place for the holding of such meeting, the meeting shall take place at the place designated. If no designation is properly made, the place of meeting shall be at the principal office.

10.3 Action Without Meeting.

(a) Any action required or permitted by the Act or this Agreement to be taken at a Members' meeting may be taken without a meeting but with not less than 10 days' prior notice (meeting the requirements of Section 10.5 in the case of actions taken at meetings) if the action is taken by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which the holders of all of the votes were present and voted; provided, however, that such 10 day notice may be waived by unanimous agreement of the Members. The action taken under this Section 10.3 shall be evidenced by one or more written consents describing the action taken, signed by the Members

taking the action, and delivered to the Company for inclusion in the minutes or filing with the Company records. Action taken under this Section 10.3 shall be effective when consents representing the votes necessary to take the action are delivered to the Company, or such different date specified in the consent. A consent under this Section 10.3 shall have the effect of a vote at a meeting and may be described as such in any document.

(b) Prompt notice of the taking of any action by Members without a meeting under this Section 10.3 by less than unanimous written consent of the Members entitled to vote shall be given to those Members entitled to vote on the action who have not consented in writing.

10.4 Notice of Meeting. The Company shall notify Members of the date, time and place of each Members' meeting no fewer than 10, nor more than 60, days before the meeting date. Unless the Act or this Agreement requires otherwise, the Company shall be required to give notice only to Members entitled to vote at the meeting. Notice of a meeting shall include a description of the purpose or purposes for which the meeting is called.

10.5 Form of Notice. Notice of Member meetings shall be in writing unless oral notice is reasonable under the circumstances. Notice may be communicated in person, by telephone, telephonic facsimile transmission or other form of wire or wireless communication including without limitation electronic mail, or by mail or local private courier service or by a nationally recognized overnight delivery service. Written notice by the Company to its Members, if in a comprehensible form, shall be effective when sent, if postpaid (in the event of mailing) and correctly addressed to the Member's address shown in the Company's current record of Members. Written notice to the Company may be addressed to its registered agent at its registered office or to the Company or the Manager at its principal office. Written notice to the Company, if in a comprehensible form, shall be effective at the earliest of (a) when received or (b) five days after its deposit in the United States mail, as evidenced by the postmark, if mailed postpaid and correctly addressed, or on the date shown on the return receipt, if sent by certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Oral notice shall be effective when communicated if communicated in a comprehensible manner.

10.6 Waiver of Notice. A Member may waive any notice required by this Agreement before or after the date and time stated in the notice. The waiver shall be in writing, signed by the Member entitled to the notice and delivered to the Company for inclusion in the minutes or filing with the Company records. A Member's attendance at a meeting shall waive objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. A Member's attendance at a meeting shall be deemed a waiver of any objection to the consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

10.7 Record Date. The Manager may fix a record date of Members of not more than 70 days before the meeting or action requiring a determination of Members in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action. A determination of Members entitled to notice of, or to vote

at, a Members' meeting shall be effective for any adjournment of the meeting unless the Manager fixes a new record date, which the Manager shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If not otherwise fixed by the Manager in accordance with this Agreement, the record date for determining Members entitled to notice of and to vote at a Members' meeting shall be the day before the first notice is delivered to Members, and the record date for any consent action taken by Members without a meeting and evidenced by one or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Company at its principal office.

10.8 Members' List for Meeting. After fixing a record date for a meeting, the Manager shall prepare a complete list of the names of all the Company's Members who are entitled to notice of a Members' meeting. The list shall be arranged by voting group and show the address of, and number of votes held by, each Member. The Members' list shall be available for inspection by any Member beginning five business days before the meeting for which the list was prepared and continuing through the meeting, at the Company's principal office or at the place where the meeting will be held. A Member, or the Member's agent or attorney, shall be entitled on written demand to inspect and to copy the list during regular business hours and at the Member's expense, during the period it is available for inspection provided the demand is made in good faith and for a proper purpose. The Company shall make the list of Members available at the meeting and any Member, or the Member's agent or attorney, shall be entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the Members' list shall not affect the validity of any action taken at a meeting of the Members.

10.9 Proxies. At all meetings of Members, the Members may vote in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form, either personally or by the Member's duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the Manager. An appointment shall be valid for 11 months unless a longer, or shorter, period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Manager has received written notice thereof. All proxies shall be filed with the Manager before or at the time of the meeting.

10.10 Quorum and Voting Requirements. Members shall be entitled to take action on a matter at a meeting only if a quorum exists. Unless this Agreement provides otherwise, a majority of those votes entitled to be cast on the matter shall constitute a quorum for action on that matter. Once a vote is represented for any purpose at a meeting, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting. Except as otherwise required by the Act or this Agreement, if a quorum exists, action on a matter shall be approved if Members entitled to a majority of the votes entitled to be cast on the matter vote in favor of the action. A Member shall be entitled to one vote for each Percentage Interest owned by the Member (prorated in the case of fractional Percentage Interests).

10.11 Greater Quorum or Voting Requirements. An amendment to this Agreement that adds, changes or deletes a greater quorum or voting requirement shall meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirements then in effect.

11. DISSOLUTION.

11.1 Dissolution. Notwithstanding anything in the Act to the contrary, the Company shall dissolve upon, but not before, the earlier of the decision of the Members to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the collection and/or sale of any evidences of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date determined by the Members, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 11.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the business of the Company and the affairs of the Interest Holders, as such, shall continue to be governed by this Agreement.

11.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Manager shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Interest Holders in kind in liquidation of the Company.

11.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed on or before the later to occur of (a) the close of the Company's taxable year in which the Company liquidates its assets or (b) 90 days following the date of the liquidation by the Company of its assets, as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Manager determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Interest Holders, in accordance with their respective Capital Accounts; provided, however, that if the Manager establishes any reserves in accordance with the provisions of Section 11.3(a), then the distributions pursuant to this Section 11.3 (including distributions of such reserve) shall be *pro rata* in accordance with the balances of the Interest Holders' Capital Accounts.

11.4 No Negative Capital Account Make-Up Required. No Member shall be required to contribute any property to the Company or any third party by reason of having a negative Capital Account.

11.5 Liquidation of an Interest Holder's Interest. If an Interest Holder's Company Interest is to be liquidated by agreement between the Company and such Interest Holder, the Interest Holder shall be entitled to receive in liquidation an amount equal to the amount of such Interest Holder's Capital Account at such time. For purposes of determining the Capital Account of such Interest Holder, (a) the net income or net loss of the Company to the

date of liquidation shall be allocated to such Interest Holder and (b) the Manager shall revalue the assets of the Company in accordance with Section 4.5 and the Interest Holders' Capital Accounts shall be adjusted as provided in Section 4.5.

12. WITHDRAWAL, ASSIGNMENT AND ADDITION OF MEMBERS.

12.1 Assignment of an Interest Holder's Interest. The Interest Holders may not sell, assign (by operation of law or otherwise), transfer, pledge, hypothecate, encumber or otherwise dispose of any of their membership interests in the Company, nor withdraw from the Company, except as provided in Section 122. Any purported transfer which is not in compliance with the provisions of Section 12 shall be null and void *ab initio,* and the Interest Holder purporting to make such transfer shall for all purposes hereof remain an Interest Holder.

12.2 Voluntary Transfers.

(a) If any Interest Holder ("Selling Party") receives a *bona fide* written offer ("Offer") to purchase any of the Selling Party's membership interests in the Company, which the Selling Party wishes to accept, the Selling Party shall first offer to sell such membership interests to the Company, and the Company shall have the first option to purchase such interests at the price and upon the terms and conditions set forth in the Offer. If the Company fails to exercise its option with respect to all of the membership interests covered by the Offer, the other Members shall have the next option on a *pro rata* basis to purchase the balance of such interests at the price and upon the terms and conditions set forth in the Offer. If any Member refuses to exercise such Member's Voluntary Option (as hereinafter defined), those Members exercising their Voluntary Option shall be entitled to purchase the balance in accordance with their Percentage Interests among themselves, or in such other percentages as they shall unanimously agree. If there is only one other Member, such Member may assign all or a portion of such Member's rights under the Voluntary Option to a third party. The options referred to in this Section 12.2(a) are each hereinafter referred to as a "Voluntary Option."

(b) Notice of the Voluntary Option shall be given in writing to the Company and each of the other Members. Such notice shall specify the amount of membership interests being offered for sale and shall contain a copy of the Offer. The Voluntary Option period of the Company shall commence upon the date of the proper delivery of such notice and shall terminate, unless exercised, 30 days thereafter, unless sooner terminated by written refusal of the Company. The Voluntary Option period of the other Members shall commence upon the termination of the Company's Voluntary Option period and shall terminate, unless exercised, 30 days thereafter, unless sooner terminated by the written refusal of the other Members. An election to exercise any Voluntary Option shall be made in writing and transmitted to the Selling Party. Unless the Company and the other Members exercise their Voluntary Option with respect to all of the membership interests subject to the Offer, no exercise of any Voluntary Option shall be effective.

(c) Upon the failure or neglect of the Company and the other Members to purchase all of the membership interests offered in accordance with Section 12.2(a), the Selling Party shall, for a period of 60 days from the date when all Voluntary Options have expired, have the right to sell such interests to the person or entity making such Offer upon the exact terms and

conditions set forth in such Offer. Notwithstanding the foregoing, the transferee of the Company Interest shall not become a substitute Member unless the requirements of Section 12.7 are met, but the transferee shall nevertheless be subject to the provisions of this Agreement. For all purposes of this Agreement, a transferee who is not admitted as a substitute Member shall only be entitled to receive the distributions to which the assignor would have been entitled with respect to the Company Interest assigned and, in such event, the transferor, if a Member, shall not have any voting rights with respect to the Company Interest transferred. If the Selling Party fails to so sell such Company Interest within such 60 day period, or if any material term of the Offer is changed, modified or supplemented, then such Company Interest may not be sold without first again giving the Company and the other Members a further Voluntary Option with respect thereto in the manner set forth above in this Section 12.

12.3 Drag-Along Rights

(a) If at any time a Member or a group of Members owning in excess of 50% of the Membership Interests (whether one or more, the "Selling Holder") proposes to transfer ("Proposed Transfer") all of his Membership Interests to a Third Party in an arm's-length transaction, the Selling Holder shall have the right ("Drag Along Right") to require all (but not less than all) of the other Interest Holders ("Other Interest Holders") to sell in the Proposed Transfer all (but not less than all) of the Membership Interests then owned by the Other Interest Holders on the same terms and condition as are obtained by the Selling Holder. Each Other Interest Holder hereby agrees to take all reasonable steps necessary to enable such Other Interest Holder to comply with the provisions of this Section 12.3(a), including executing and performing a purchase and sale, merger or other applicable acquisition agreement on the same terms as the Selling Holder. The Selling Holder shall keep each Other Interest Holder(s) advised in writing of, and consult on a timely basis with each Other Interest Holder concerning, any transfer with respect to which the Selling Holder has exercised the Drag Along Right.

(b) To exercise the Drag Along Right, the Selling Holder shall give each Other Interest Holder and the Company a written notice ("Drag Along Notice") containing (i) confirmation that the Third Party proposes to acquire all of the Membership Interests, (ii) the name and address of the Third Party, and (iii) the proposed purchase price, terms of payment and other material terms and conditions of the Third Party's offer. Each Other Interest Holder shall thereafter be obligated to sell all (but not less than all) of its Membership Interests or Interests as provided in such Drag Along Notice, provided that the transaction is consummated within one hundred twenty (120) days after the delivery of the Drag Along Notice. If the sale is not consummated within such l20-day period, then each Other Interest Holder shall no longer be obligated to sell their Membership Interests pursuant to that specific Drag Along Notice, but shall remain subject to the provisions of this Section 12.3 with respect to any subsequent transfer to which the Drag Along Right would apply.

12.4 Tag-Along Rights. In lieu of exercising the Voluntary Option in Section 12.2, prior to the consummation of any transfer to a third party purchaser, each other Member may give notice to the Selling Party that he wishes to participate in the proposed transfer (a "Tag-Along Member"). Each Tag-Along Member shall be required to sell, and the proposed transferee shall be required to purchase, the same percentage of the Tag-Along Member's interest that is being sold by the Selling Party and at the same price and upon the terms and

conditions received by the Selling Party. A Tag-Along Member may withdraw his tag-along election if the proposed transaction does not close fails within the period described in the Offer, or if any material term of the Offer is changed, modified or supplemented; and, further provided, that in the event of a change, modification or supplementation, such Tag-Along Member shall be given a further option to participate in the manner set forth above in this Section 12.

12.5 Involuntary Transfers.

(a) If any Interest Holder's membership interests in the Company are sought to be transferred by any involuntary means, including, but not by way of limitation, death, trust termination or distribution, attachment, garnishment, execution, levy, bankruptcy, seizure or transfer in connection with a divorce or other marital property settlement, then the Company shall have the first option to purchase all or any of such interests at the price and upon the terms and conditions set forth in Section 12.6. If the Company does not exercise its option with respect to all of such interests, the other Members shall have the next option to purchase the balance of such interests at the price and upon the terms and conditions set forth in Section 12.6. If there is more than one other Member, then each of the other Members shall have the right to purchase in accordance with their respective Percentage Interests among themselves, or in such other percentages as they shall unanimously agree. If all of the other Members do not exercise their Involuntary Options (as hereinafter defined), those Members exercising their Involuntary Options shall be entitled to purchase the balance of the applicable interests in accordance with their Percentage Interests among themselves, or in such other percentages as they shall unanimously agree. If there is only one other Member, such other Member may assign such Member's rights under the Involuntary Option to a third party if the Member so desires. The options referred to in this Section 12.5(a) are hereinafter referred to as "Involuntary Options."

(b) The Involuntary Option period of the Company shall commence upon receipt by the Company of actual notice of the attempted involuntary transfer and terminate, unless exercised, 60 days thereafter, unless sooner terminated by written refusal of the Company. The Involuntary Option period of the other Members shall commence upon the termination of the Company's Involuntary Option period and shall terminate, unless exercised, 60 days thereafter, unless sooner terminated by written refusal of the other Members. An election to exercise any Involuntary Option shall be made in writing and transmitted to the Interest Holder whose interests are sought to be involuntarily transferred.

(c) Upon the failure or neglect of the Company and the other Members to purchase all of the membership interests sought to be involuntarily transferred in accordance with this Section 12.5, the unpurchased interests may be involuntarily transferred, but such transferee may not become a substitute Member unless the conditions of Section 12.7 have been complied with.

(d) If, notwithstanding the provisions of this Section 12.5, any Company membership interests are effectively transferred by involuntary means without compliance with the provisions of Section 12.5(a), then the Involuntary Option shall be to purchase such interests from the transferee(s).

12.6 Purchase Price and Terms.

(a) The purchase price for all of an Interest Holder's Company Interest to be purchased pursuant to the exercise of the Involuntary Option shall be equal to the product of (i) the Company's net income determined on an accrual basis in accordance with Generally Accepted Accounting Principles for the 12-month period immediately preceding the close of the month during which the exercise of the Involuntary Option occurs (as applicable, the "Effective Date"), multiplied by (ii) the transferring Interest Holder's Percentage Interest as of the Effective Date, prorated if less than all of an Interest Holder's Company Interest is to be purchased, multiplied by (iii) 3. The sale shall be effective as of the Effective Date.

(b) The purchase price shall, at the option of the purchaser, be paid either (1) by cashier's or certified check on the closing date or (2) by a promissory note of the purchaser dated as of the Effective Date, bearing interest at the floating Prime Rate (as published from time to time in *The Wall Street Journal*), payable in 24 equal monthly principal payments plus accrued interest over a 24-month period and secured by the Company Interest being purchased by means of a collateral assignment of such Company Interest.

(c) The closing date shall occur on or before 30 days following the exercise of the Involuntary Option. At the closing, the applicable seller shall execute such instruments of assignment as shall be requested by the purchaser conveying the applicable membership interests purchased free and clear of all liens and encumbrances whatsoever. If the seller fails to execute such document(s), the Manager may do so pursuant to the power of attorney granted in Section 14.1.

12.7 Substitute Member. Except as otherwise provided herein, no assignee of a Member's interest the Company (a "Company Interest") shall have the right to become a substitute Member unless all of the following conditions are satisfied:

(a) except in the case of death or adjudication of incompetency or insanity, the fully executed and acknowledged written instrument of assignment has been filed with the Company setting forth the intention of the assignor that the assignee become a substitute Member in place of the assignor with respect to the Company Interest assigned;

(b) the assignor (except in the case of death) and assignee execute and acknowledge such other instruments as the Manager deems necessary or desirable to effect such admission, including, but not limited to, the written acceptance and adoption by the assignee of the provisions of this Agreement; and

(c) the Manager has consented to the assignment and substitution, which shall be in the Manager's sole and absolute discretion.

12.8 Death, Incompetency, Etc. of Member. Subject to the provisions of Section 12.5, upon the death of an Interest Holder, the successor-in-interest of such Interest Holder shall have all of the rights of an Interest Holder for the purposes of managing or settling such Interest Holder's estate and, if the Interest Holder was a Member, upon compliance with the provisions of Section 12.7, may become a substitute Member. In all of the above events, the successor-in-interest shall not have the right to demand payment for the Company Interest.

12.9 Admission of New Member. No new Member may be admitted to the Company without the unanimous consent of the Members. For purposes of this Section 12.9, a substitute Member shall not be considered a new Member.

13. PARTNERSHIP REPRESENTATIVE.

13.1 Partnership Representative.

(a) The Manager is designated as the "Partnership Representative of the Company pursuant to Code Section 6223(a). The Partnership Representative shall have such authority as is granted a Partnership Representative under the Code.

(b) The Partnership Representative shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue Service and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel, as well as all other expenses incurred by the Partnership Representative in serving as the Partnership Representative, shall be a Company expense and shall be paid by the Company.

(c) The Company shall indemnify and hold harmless the Partnership Representative against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the Partnership Representative in any civil, criminal or investigative proceeding in which the Partnership Representative is involved or threatened to be involved by reason of it being the Partnership Representative, provided that the Partnership Representative acted in good faith, within what the Partnership Representative reasonably believed to be the scope of the Partnership Representative's authority and for a purpose which the Partnership Representative reasonably believed to be in the best interests of the Company or the Interest Holders. The Partnership Representative shall not be indemnified under this provision against any liability to the Company or its Interest Holders to which the Partnership Representative would otherwise be subject by reason of willful misconduct or gross negligence in the Partnership Representative's duties involved in acting as Partnership Representative.

(d) Nothing herein shall constitute an election to be subject to the partnership adjustments of section 6221 *et seq.* of the Code. The Partnership Representative shall keep the Members informed of all developments related to any examination or audit of the Company's tax affairs and shall not take any action binding the Company or its Members with respect to any such examination or audit without informing all Members of any such proposed action and providing them with an opportunity to comment.

(e) For any year in which the Company is eligible, the Partnership Representative shall make the annual election under Code Section 6221(b) related to the election out of the regime for the determination of tax adjustments at the Company level.

14. POWER OF ATTORNEY.

14.1 Power of Attorney.

(a) Each Interest Holder, as well as persons who subsequently become Interest Holders, hereby irrevocably constitutes and appoints the Manager, with full power of substitution, as such Interest Holder's true and lawful attorney-in-fact, with full power and authority, in such Interest Holder's name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file with respect to the Company, the following:

(1) Any certificate or other instrument which may be required to be filed by the Company or the Interest Holders under the laws of any state, or any other jurisdiction in which the Company is conducting, or proposes to conduct, business.

(2) Any and all amendments or modifications of the instruments described in Section 14.1(a)(1).

(3) All instruments of assignment as contemplated in Section 12 if the seller fails to do so.

(4) All such other instruments as such attorney-in-fact may deem necessary or desirable in order to carry out the provisions of this Agreement in accordance with its terms.

(b) The power of attorney hereby granted to the Manager is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, bankruptcy or adjudication of incompetency or insanity of the Interest Holder granting it. The power of attorney hereby granted may be exercised on behalf of the Interest Holders by referencing all of the Interest Holders on whose behalf a document is being executed, and with a single signature as attorney-in-fact for all of them.

(c) Each of the Interest Holders hereby agrees to execute and deliver to the Manager within five days after receipt of the Manager's written request therefor, such other and further powers of attorney and other instruments which the Manager, in the Manager's sole discretion, deems necessary or desirable to comply with any laws, rules or regulations relating to the formation of the Company, or the conduct of business by the Company.

15. REPRESENTATIONS, WARRANTIES AND COVENANTS OF INTEREST HOLDERS.

15.1 Representations, Warranties and Covenants of Interest Holders. Each of the Interest Holders hereby represents and warrants to, and agrees with, the Company that:

(a) The Interest Holder has the full right, power and authority to execute, deliver and perform the terms of this Agreement.

(b) This Agreement has been duly executed and delivered on behalf of the Interest Holder and constitutes the valid and binding obligation of the Interest Holder in accordance with its terms.

(c) The Interest Holder is not subject to any restriction or agreement which prohibits or would be violated by the execution hereof or the consummation of the transactions contemplated herein or pursuant to which the consent of any third person, firm or corporation is required in order to give effect to the transactions contemplated herein.

(d) The Interest Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company, or has obtained the advice of an advisor who is so qualified.

(e) The Interest Holder has been advised that the Company Interests have not been registered under the Securities Act of 1933, as amended ("Securities Act"), or under the laws of any other jurisdiction, nor does the Company contemplate registering the Company Interests. Accordingly, the Company Interests must be held by the Interest Holder indefinitely unless such Company Interests are subsequently registered under the Securities Act or an exemption from such registration is available.

(f) The Company Interests are being acquired for the Interest Holder's own account, solely for investment purposes and not with a view toward resale, distribution or other disposition and will not be sold, transferred or disposed of except pursuant to an effective registration statement under the Securities Act or an exemption therefrom, as determined by, or with the approval of, counsel satisfactory to the Company.

(g) The Interest Holder recognizes that an investment in the Company involves great risks, including a possible total loss of the Interest Holder's investment, and the Interest Holder has taken full cognizance of, and understands all of, the risk factors related to such investment.

(h) The Interest Holder or, if applicable, the Interest Holder's advisor, has had full access to all information necessary to make a determination of whether to invest in the Company and has had an opportunity to ask questions of the Manager concerning an investment in the Company.

(i) If the Interest Holder is a corporation, limited liability company, partnership, general partnership, or other entity (an "Entity Member"), then (i) the Interest Holder shall take all necessary steps to assure that its shareholders, members, managers, partners, general partners, limited partners, employees, agents, Affiliates and other representatives (an "Entity Member Representative") comply with the Entity Member's obligations under this Agreement, (ii) the Member is responsible for any act or omission of any Entity Member Representative which would be a violation of this Agreement by the Entity Member or causes the Entity Member to be in violation of the Entity Member's obligations under this Agreement,

and (iii) the person signing on behalf of this Agreement for the Entity Member represents and warrants that he or she has actual authority to bind the Entity Member to this Agreement.

16. GENERAL.

16.1 Notices.

(a) All notices, requests, demands or other communications required or permitted under this Agreement (other than notices of Members' meetings) shall be in writing and be personally delivered against a written receipt, delivered to a reputable messenger service (such as FedEx, DHL Courier, United Parcel Service, etc.) for overnight delivery, transmitted by confirmed telephonic facsimile (fax) or transmitted by mail, registered, express or certified, return receipt requested, postage prepaid, addressed as follows:

(1) If given to the Company, to the Company at its principal office;

(2) If given to an Interest Holder, to the Interest Holder at the address set forth in the records of the Company.

(b) All notices, demands and requests (other than notices of Members' meetings) shall be effective upon being properly personally delivered, upon being delivered to a reputable messenger service, upon transmission of a confirmed fax, or upon being deposited in the United States mail in the manner provided in Section 16.1(a). However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of personal delivery, the date of delivery by a reputable messenger service, the date on the confirmation of a fax, or the date on the return receipt, as applicable.

16.2 Amendment.

(a) Except as provided in Section 16.2(b), this Agreement may be modified or amended from time to time only upon the written consent of the Members holding a majority of the Percentage Interests held by Members. Notwithstanding the foregoing, no amendment may be made which reduces the economic interest of any Interest Holder or subjects the Interest Holder to personal liability with respect to making additional capital contributions or with respect to Company debt, in each case without the consent of such Interest Holder.

(b) In addition to any amendments authorized by Section 16.2(a), this Agreement may be amended from time to time by the Manager without the consent of any of the Interest Holders to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.3 Confidentiality.

(a) Each Interest Holder agrees not to divulge, communicate, use to the detriment of the Company or for the benefit of any other person, or misuse in any way, any

confidential information or trade secrets of the Company, including personnel information, secret processes, know-how, customer lists, formulas or other technical data, except as may be required by law; provided, however, that this prohibition shall not apply to (1) any information which, through no improper action of such Interest Holder, is publicly available or generally known in the industry or (2) any information which is disclosed upon the consent of the Manager. Each Interest Holder acknowledges and agrees that any information or data such Interest Holder has acquired on any of these matters or items were received in confidence and as a fiduciary of the Company.

(b) It is agreed between the parties that the Company would be irreparably damaged by reason of any violation of the provisions of Section 16.3(a), and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the Company shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against any Interest Holder, for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood among the parties that this injunctive or other equitable relief shall not be the Company's exclusive remedy for any breach of this Section 16.3 and the Company shall be entitled to seek any other relief or remedy that the Company may have by contract, statute, law or otherwise for any breach hereof, and it is agreed that the Company shall also be entitled to recover its attorneys' fees and expenses in any successful action or suit against any Interest Holder relating to any such breach.

16.4 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.5 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.6 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.7 JURY TRIAL WAIVER. **All disputes arising between the Interest Holders as to their rights or liabilities under this Agreement shall be exclusively determined by a judge sitting in any applicable state or federal court located in Louisville, Jefferson County, Kentucky and not by a jury.**

16.8 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective executors, administrators, heirs, successors and assigns.

16.9 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kentucky without regard to its conflict of laws rules.

16.10 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof.

16.11 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

16.12 No Right of Partition. The Interest Holders hereby agree that the Company's properties are not, and will not be, suitable for partition. Accordingly, each of the Interest Holders hereby irrevocably waives any and all rights which such Interest Holder may have to maintain an action for partition of any of the Company's properties.

16.13 Default Rules. Regardless of whether this Agreement specifically refers to particular default rules set forth in the Act ("Default Rule"), (i) if any provision of this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (ii) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly.

16.14 Construction. The parties acknowledge that they have each participated in the preparation of this Agreement and that this Agreement shall be construed without regard to the identity of the party who drafted its various provisions and any rule of construction that a document is to be construed against the drafting party shall not apply.

IN WITNESS WHEREOF, the Members hereto have duly executed this Agreement as of the date first above written.

Members:

ASG Holdings, LLC

By:_____
Jim Haddaway, Member and Initial Designee

and

_____
Wesley Jones

UNANIMOUS RESOLUTION OF THE MEMBERS OF NET ELITE BASEBALL, LLC AUTHORIZING SALE OF ASSETS

RESOLVED, that the undersigned persons being all of the Members of NET Elite Baseball, LLC, a Tennessee limited liability company (herein "the Seller") deem it to be in the best interests of the Seller, to sell the Purchase Assets (as defined in that certain Asset Purchase and Contribution Agreement (herein "Purchase Agreement") of even date herewith to ASG Holdings, LLC ("Buyer"), in accordance with the terms and conditions same;

RESOLVED FURTHER, that Seller hereby approves the sale of the Purchased Assets in accordance with the terms and conditions of the Purchase Agreement that has been presented to and negotiated by the Seller and reviewed and approved by each of the undersigned persons;

RESOLVED FURTHER, that Wesley Jones ("Wesley"), is authorized and directed to execute and deliver the Purchase Agreement together with any changes or modifications as she deems to be in the best interests of the Seller, and take any steps that are necessary to consummate the Seller's sale of the aforesaid Purchased Assets and all other obligations of Seller in accordance with the terms and conditions of the Purchase Agreement;

RESOLVED FURTHER, that Wesley is authorized and directed to execute and deliver, on behalf of the Seller and in its name all other agreements or instruments, including but not limited to one or more certificates evidencing the Purchased Assets, as may be deemed necessary or proper to effect the sale and purchase of the Purchased Assets contemplated by the Purchase Agreement; and

RESOLVED FURTHER, that the aforesaid Purchased Assets be sold to and purchased by the Buyer for the consideration provided in, and otherwise in accordance with the terms and provisions of, the Purchase Agreement as amended.

RESOLVED FURTHER, that this unanimous resolution 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 document. Furthermore, a signed copy of same delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of the original.

Executed this 29th day of January, 2021, by the following persons, being all of the Members of the Seller:

[Signature page immediately follows this page.]

NET ELITE BASEBALL, LLC

By:_____
Wesley Jones, Member

and

_____
Wesley Jones

and

_____
Bradford Jones