



Perfect Game SEC: Alabama | Georgia | North Carolina | South Carolina | Tennessee | Virginia

Meeting: March 31, 2025

### Executive Summary: Competitive Landscape & Key Takeaways

**Commitment to Partnership:** To facilitate a smooth transition, we welcome any questions or concerns you may have. We are also dedicated to building a lasting and productive partnership with Greene County. We look forward to a productive and successful partnership in the Greene County Region. Our \$6,000 annual field rental increase yields a potential \$60,000 agreement (weather permitting).

**Strategic Regional Hub:** We would establish Snow Hill as our primary Down East base for Perfect Game tournaments, a direct result of acquiring Triangle TopGun Sports LLC (Wes Gregory). This acquisition secured field contracts and Wes Gregory's services for three years, enabling strategic market expansion and efficient tournament delivery. Leveraging Snow Hill's infrastructure and Gregory's expertise/relationships will optimize our regional operations.

**Existing Contract Status with PLAY TOP GUN-USA SPORTS LLC:** It has been reported by several sources that the PLAY TOP GUN-USA SPORTS LLC lease agreement may not have been formally executed by PLAY TOP GUN-USA SPORTS LLC. However, if the agreement does hold validity.

*Here are a few instances that would be considered a breach of contract, based on facts and the lease agreement provided:*

**Section (4) Non-refundable Deposit:** PLAY TOP GUN-USA SPORTS LLC's failure to pay a deposit, as contractually obligated, constitutes a direct violation of the agreement's terms and a breach of contract.

**Section (6) Insurance:** From its inception in 2016, when it began hosting tournaments, PLAY TOP GUN-USA SPORTS LLC has never provided Greene County with a Certificate of Insurance (COI).


- **Uninsured Incidents:** The absence of a valid COI leaves Greene County financially vulnerable to accidents, injuries, or property damage during PLAY TOP GUN-USA SPORTS LLC events. If a participant is injured, for example, Greene County could be sued as the property owner due to PLAY TOP GUN-USA SPORTS LLC's lack of insurance.
- **Financial Responsibility:** Without insurance coverage from the lessee, Greene County could be financially liable for any claims related to PLAY TOP GUN-USA SPORTS LLC's activities, including medical expenses, legal fees, and potential settlements or judgments.
- **Property Damage:** If PLAY TOP GUN-USA SPORTS LLC causes damage to the sports complex, Greene County will likely bear the cost of repairs if the lessee lacks insurance.
- **Legal Exposure:** Greene County could face legal challenges and potential lawsuits if they are deemed to have been negligent in allowing an uninsured entity to operate on their property.
- **Breach of Lease Agreement:** Most lease agreements require the lessee to maintain adequate insurance coverage. The lack of a COI for nine years suggests a potential breach of the lease, which could lead to further legal complications.

**Section (15) Sublet/Assignment (Supporting Documentation on Pages 3 & 4 below):** The lease agreement, which designates PLAY TOP GUN-USA SPORTS LLC as the Lessee and Snow Hill Park/Greene County Recreation Sports Park as the Lessor, explicitly prohibits transferring or assigning the lease. However, PLAY TOP GUN-USA SPORTS LLC is currently subletting the property to EASTERN NC ATHLETICS LLC, a clear violation of this clause.

- The subletting by PLAY TOP GUN-USA SPORTS LLC and the fact that rent is being paid by EASTERN NC ATHLETICS LLC, rather than PLAY TOP GUN-USA SPORTS LLC (the Lessee), represent a clear breach of the lease agreement.
- Bradley Tew owns EASTERN NC ATHLETICS LLC, and his need for practice facilities for his TLP team is creating a direct conflict of interest regarding field usage.
- PLAY TOP GUN-USA SPORTS LLC is in breach of contract by subletting the park to Bradley Tew (EASTERN NC ATHLETICS LLC), as EASTERN NC ATHLETICS LLC is not a party to the lease agreement. This action appears to be an attempt by TopGun to maintain a presence in Greene County.

**Section (5) Failure to Notify Lessor of Nonuse:** According to the lease agreement, PLAY TOP GUN-USA SPORTS LLC is obligated to notify the Lessor in writing by Monday before any scheduled weekend they do not intend to use the Sports Complex. However, no written notification was submitted for the March 6th weekend tournament, nor for four other instances from late 2024, indicating repeated non-compliance.

**Damage to Sports Complex:** According to the lease, PLAY TOP GUN-USA SPORTS LLC is obligated to ensure proper claims and timely repairs for any damage to the Sports Complex caused by their employees, agents, guests, or invites. Their failure to repair the broken toilet, sink, and scoreboard is a direct violation of this obligation and a default under the lease.



**Dominick J. Ferraro**  
**Perfect Game SEC, Managing Partner**



## Supporting Documentation

NC Baseball 2024 VS 2025

NC Softball 2024 VS 2025

SC Baseball 2024 VS 2025

SC Softball 2024 VS 2025

2024 VS 2025 NC BASEBALL YEAR TO DATE TRACKING REPORT												
YEAR TO DATE	TOP GUN	USSSA	TOP NOTCH	CLEMMONS	IMPACT	PG25	TCS	FC	ACB	TL	TP	TOTAL
As of March 2-3, 2024	311	95	0	15	0	0	0	0	0	0	0	421
As of March 1-2, 2025	241	0	0	10	0	145	0	0	0	0	0	396
Difference	-70	-95	0	-5	0	145	0	0	0	0	0	-25

2024 VS 2025 NC BASEBALL WEEKLY TRACKING REPORT												
WEEK	TOP GUN	USSSA	TOP NOTCH	CLEMMONS	IMPACT	PG25	TCS	FC	ACB	TL	TP	TOTAL
As of March 2-3, 2024	85	67	0	15	0	0	0	0	0	0	0	167
As of March 1-2, 2025	118	0	0	10	0	74	0	0	0	0	0	202
Difference	33	-67	0	-5	0	74	0	0	0	0	0	35

TOP GUN NC BASEBALL DIRECTORS TRACKING	2024 YEAR TO DATE TOTAL	2025 YEAR TO DATE TOTAL	DIFFERENCE
WES GREGORY	133	0	-133
DON MASON	118	92	-26
GREG LEWIS	53	56	3
RANDY SMITH	0	0	0
JERRY RIDDLE	0	0	0
TIM BAILEY	0	58	58
CARTER CATLETT	0	13	13
CHRIS FURR	0	0	0
REGGIE ALLRED	7	0	-7
BRADLEY DANCY	0	5	5
THOMAS GILLESPIE	0	0	0
BRADLEY TEW	0	17	17
SWS	0	0	0
COMBINE	0	0	0
WWS	0	0	0
TOTAL	311	241	-70

----- Forwarded message -----

From: **Robin Phillips** <[robin@playtopgunsports.com](mailto:robin@playtopgunsports.com)>

Date: Fri, Mar 28, 2025 at 3:42 PM

Subject: NDA for Top Gun Meeting

To: Mary Williams <[southeasterntopgunsoftball@gmail.com](mailto:southeasterntopgunsoftball@gmail.com)>, <[paulpaulwilliams63@gmail.com](mailto:paulpaulwilliams63@gmail.com)>, Shelly Brown <[brownfastpitch@yahoo.com](mailto:brownfastpitch@yahoo.com)>, RENEE PLATT <[RENEEPLATT33@hotmail.com](mailto:RENEEPLATT33@hotmail.com)>, Morgan Merrill <[morgankaitlin04@gmail.com](mailto:morgankaitlin04@gmail.com)>, <[fayettevilletopgun@yahoo.com](mailto:fayettevilletopgun@yahoo.com)>, Carter Catlett <[ncump11@yahoo.com](mailto:ncump11@yahoo.com)>, Thomas Gillespie <[tee.gillespiejr@gmail.com](mailto:tee.gillespiejr@gmail.com)>, Chris Furr <[czfishdog@yahoo.com](mailto:czfishdog@yahoo.com)>, Bradley Tew <[easternnc.athletics@gmail.com](mailto:easternnc.athletics@gmail.com)>, Donnie Broome <[donnie@playtopgunsports.com](mailto:donnie@playtopgunsports.com)>, Amber Phillips <[amber@playtopgunsports.com](mailto:amber@playtopgunsports.com)>, Holly Little <[holly@playtopgunsports.com](mailto:holly@playtopgunsports.com)>, <[kristen@playtopgunsports.com](mailto:kristen@playtopgunsports.com)>, <[Hopkinsr54@gmail.com](mailto:Hopkinsr54@gmail.com)> <:>

Hello everyone:

Attached is the Non Disclosure Agreement. Please print, sign and bring with you when you come on Sunday.

I will have copies if needed at the meeting for signing if you are unable to print and bring with you.

Thanks,

Robin Phillips  
CFO Top Gun Sports  
912 Gasser Dr. SW  
Concord, NC 28027  
704-786-4754-O  
704-795-1392-F  
<http://www.playtopgunsports.com>

