

SERVICES AGREEMENT

This Services Agreement (“*Agreement*”) is entered into as the 1st day of January, 2024 (“*Effective Date*”), by and between Excel Sports Management, LLC, a Delaware limited liability company with its principal place of business at 1700 Broadway, FL 29, New York, NY 10019 (“*Excel Sports*”), and [LA Golf Club, Inc.], a [Delaware] [C-Corp], with its principal place of business at [6671 W. Indiantown Road Suite 50-420, Jupiter, Florida 33458] (“*LAGC*”).

WHEREAS, Excel Sports is in the business of providing sponsorship sales services;

WHEREAS, LAGC is a sports and entertainment organization which operates, in relevant part, the Los Angeles Golf Club (the “*Team*”), a member club of the TGL (the “*TGL*”);

WHEREAS, LAGC desires to retain Excel Sports, subject to the terms of this Agreement, to market and sell sponsorships for the Team;

WHEREAS, Excel Sports desires to be so retained by LAGC to market and sell such sponsorships.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.**

1.1 “*Adjusted Gross Revenue*” means the amount equal to the Gross Revenue payable pursuant to any Sponsorship Rights Agreement, *minus* ten percent (10%) of the Gross Revenue attributable to charitable purposes.

1.2 “*Affiliate*” means, with respect to any entity, any other entity that controls, is controlled by, or is under common control with, such entity, such as a subsidiary, parent, or sibling entity.

1.3 “*Commission*” means the rates and amounts set forth in Section 5.2.

1.4 “*Gross Revenue*” means any and all revenues received or collected by LAGC, which revenues are paid pursuant to or as a result of a Sponsorship Rights Agreement. The fair market value (as mutually agreed upon by the Parties in advance) of any “in-kind” consideration paid to LAGC (*e.g.*, barter items, discounts applied to products and services) shall be taken into account for purposes of calculating Gross Revenue.

1.5 “*Original SRA Term*” means the period of time the Sponsorship Rights Agreement is effective pursuant to the terms set forth therein, including (i) any options or similar extensions originally set forth in the Sponsorship Rights Agreement, and (ii) any supplemental agreements, modifications and upsells thereto.

1.6 “*Party*” means either Excel Sports or LAGC, as applicable. “*Parties*” means collectively Excel Sports and LAGC.

1.7 “*Renewal SRA Term*” means any successive Sponsorship Rights Agreement between LAGC and the same Sponsor Company which take effect immediately after the Original SRA Term and are effective pursuant to the terms set forth therein.

1.8 “*Sponsor Company*” means any counterparty to a Sponsorship Rights Agreement.

1.9 “*Sponsorship Rights*” means any sponsorship and/or other similar rights or benefits granted by LAGC pursuant to a Sponsorship Rights Agreement.

1.10 “*Sponsorship Rights Agreement*” means a definitive written agreement memorializing LAGC’s grant of Sponsorship Rights and executed and entered into by LAGC and a Sponsor Company.

1.11 “*Tail Period*” means the three (3) month period immediately following the expiration of the Term for such Sponsor Company(ies) which were engaged in two-way dialogue during the Term regarding Sponsorship Rights (in accordance with the terms hereof).

2. Appointment and Grant of Rights.

2.1 Appointment. LAGC appoints Excel Sports as its representative for the purpose of sourcing opportunities to sell Sponsorship Rights for LAGC.

2.2 Grant of Rights. LAGC grants to Excel Sports the right to develop and implement, subject to LAGC’s prior and continuing approval, a sponsorship sales outreach campaign relating to the sale of Sponsorship Rights for LAGC.

3. Term and Termination.

3.1 Term. This Agreement will commence as of the Effective Date and, unless sooner properly terminated as provided for herein, shall expire on December 31, 2024 (“*Term*”).

3.2 Termination by Either Party. Either Party may terminate this Agreement by written notice to the other Party in the event that the other Party:

(A) commits any material breach of this Agreement, which is not capable of cure or, if curable, is not cured within thirty (30) days of receipt of written notice to the defaulting Party specifying in reasonable detail the nature of the breach and the facts and circumstances giving rise thereto; or

(B) enters into liquidation or an insolvency arrangement or files a petition for bankruptcy or if a receiver is appointed over all or part of its assets or business.

3.3 Payments Due Upon Termination. In the event this Agreement is terminated pursuant to Section 3.2, LAGC will pay to Excel Sports all undisputed and unreimbursed expenses incurred pursuant to, and in accordance with, Section 5.3, plus any earned but unpaid Retainer Fees and Commissions, all within thirty (30) days of LAGC’s receipt of a written request therefor.

4. Obligations of Each Party.

4.1 During the Term, Excel Sports shall render the services set forth in Exhibit A (collectively, the “*Services*”).

4.2 Excel Sports shall use best efforts to market the Sponsorship Rights.

4.3 Excel Sports will keep LAGC informed of all its activities under this Agreement and will communicate with LAGC for the purpose of providing status reports of its activities.

4.4 LAGC shall use commercially reasonable efforts to:

(A) coordinate with, and involve Excel Sports in conversations with any third-party regarding jersey patch rights;

(B) work in good faith with Excel Sports to develop sponsorship packages;

(C) support Excel Sports in the performance of its obligations under this Agreement;

(D) advise Excel Sports of any limitations imposed by any contract, legislation or other regulations governing LAGC that may reasonably affect this Agreement, including, without limitation, those promulgated by TGL, which limitations Excel Sports acknowledges and agrees may affect any prospective or executed Sponsorship Rights Agreement hereunder (e.g., prohibited or unavailable categories of Sponsor Companies, products and services to be promoted thereunder, and/or Team rights and benefits available thereunder); and

(E) supply Excel Sports with copies of marketing and research materials prepared by LAGC as LAGC may believe appropriate. LAGC shall also use commercially reasonable efforts to keep Excel Sports reasonably informed of the commercial activities of LAGC that may reasonably affect Excel Sports’ ability to market the Sponsorship Rights for LAGC.

4.5 Performance of Services. Subject to the provisions of this Agreement, Excel Sports shall have control of the means, manner and method by which Excel Sports will perform the Services contracted for herein.

4.6 Non-Disparagement. Neither Party will make any adverse or disparaging comments about the other Party, their respective owners, officers, other personnel, or Affiliates or make any public declaration, whether written or oral, which may harm the name, image, fame or reputation of the other Party or their respective owners, officers, other personnel or Affiliates, provided that the Parties may respond accurately and fully to any question, inquiry or request for information when required by legal process.

4.7 Non-solicitation. During the Term and for one (1) year thereafter, LAGC shall not solicit, interfere with, employ, engage, retain, endeavor to induce or entice away from employment, engagement or retention (any such action, a “*Solicitation*”), or recommend to any individual, partnership, company or corporation, the Solicitation of any person who was involved in the provision of Services hereunder and (i) is an employee, agent, consultant, or independent contractor of Excel Sports, or (ii) who was an employee, agent, consultant, or independent contractor of Excel Sports within the six (6) months prior to expiration or termination of this Agreement.

5. Compensation and Expenses.

5.1 Retainer Fee. Subject to Excel Sports' compliance with the terms of this Agreement, including, without limitation, Excel Sports' furnishing of Services hereunder to the reasonable satisfaction of LAGC, LAGC shall pay Excel Sports a retainer fee of \$147,000 (the "**Retainer Fee**").

(A) *Payment Schedule.* The Retainer Fee shall be invoiced by Excel Sports as follows:

Amount	Due Date
\$36,750	On or before January 15, 2024
\$36,750	On or before April 15, 2024
\$36,750	On or before July 15, 2024
\$36,750	On or before October 15, 2024

LAGC shall pay the undisputed Retainer Fee amounts set forth in such invoices within thirty (30) days of receipt. LAGC agrees that, subject to the terms of this Agreement, the Retainer Fee is due and non-refundable, regardless of whether Excel Sports sells the Sponsorship Rights.

5.2 Commission. In addition to the Retainer Fee, LAGC shall pay to Excel Sports the following Commission:

(A) *Commissions On Sponsorship Rights Agreements.* If LAGC (or an Affiliate) enters into a Sponsorship Rights Agreement during the Term of this Agreement or during the Tail Period, then LAGC shall pay to Excel Sports a Commission of Ten Percent (10%) on the Adjusted Gross Revenue during the longer of: (i) the Original SRA Term and the initial Renewal SRA Term; or (ii) the initial five (5) year period of the partnership between Client and Sponsor Company.

(B) *Post-termination Obligations of LAGC.* The termination or expiration of this Agreement will not affect LAGC's obligations to pay to Excel Sports the Commission already in effect at the time of termination or expiration of this Agreement.

(C) In the event that the amounts payable to LAGC (or an Affiliate) pursuant to any Sponsorship Rights Agreement become subject to a dispute between LAGC and the Sponsor Company to such Sponsorship Rights Agreement, any amounts paid to LAGC pursuant to any settlement, work out, buy out, judgment, arbitration award or other dispute resolution determination in respect thereof that correspond to fees that the Sponsor Company was previously obligated to pay thereunder shall be subject to the applicable Commission hereunder. LAGC shall provide Excel Sports with periodic updates on non-confidential aspects of LAGC's relationship with such Sponsor Company, as applicable, including but not limited to any disputed payments, legal proceedings or other dispute resolution process.

(D) Each Party is solely responsible for the payment of its own taxes, fees, charges and similar costs associated with Gross Revenue and the Commission.

(E) Subject to confidentiality obligations, so that Excel Sports can properly invoice LAGC for the Commission, LAGC shall provide to Excel Sports a reasonably redacted copy of the

fully executed Sponsorship Rights Agreement. LAGC agrees to keep reasonably accurate books of accounts and records at its principal place of business, covering all transactions related to Sponsorship Rights Agreements executed hereunder. Excel Sports shall have the right, upon reasonable prior written notice, to audit LAGC's books of accounts and records as they pertain to Sponsorship Rights Agreements executed hereunder. Such audit shall be conducted at Excel Sports' expense via digital platform (*i.e.*, online data room). In the event that any such audit reveals an underpayment or overpayment, the Party receiving or retaining same shall, upon demand, remit the amount of such underpayment or overpayment.

5.3 Expenses. LAGC will reasonably promptly reimburse Excel Sports for all reasonable, direct, out-of-pocket business expenses incurred by Excel Sports and paid to non-Affiliate third parties, solely as a result of its performance of the Services contemplated by this Agreement, provided, however, that (i) such expenses were previously approved in writing by LAGC and were incurred in accordance with any LAGC policies applicable thereto and made available to Excel Sports and (ii) along with each such request, Excel Sports provides reasonable documentation of all amounts for which reimbursement is sought.

6. Confidentiality.

6.1 Each Party acknowledges that it may gain access to or acquire knowledge or information from or relating to the other Party that is confidential, including management or financial information relating to the other Party's personnel and prospective changes to personnel, marketing and planning strategies, sales strategies, databases, promotional PR events, budgets, pricing, and other non-public information which the other Party considers to be confidential ("***Confidential Information***"). Confidential Information excludes: (i) information that is in the public domain without a breach of this Agreement and without reliance on the Confidential Information, and (ii) information the receiving Party obtains from a third party without restriction and without breach of this Agreement.

6.2 Each Party agrees that it has no right or interest in any of the other Party's Confidential Information and shall not, whether during or after the Term of this Agreement, without the prior written consent of the other Party, disclose the other Party's Confidential Information at any time to any person, firm, corporation, association or other entity for any reason not related to its obligations and duties under this Agreement (except for disclosures to attorneys, accountants, equity and lending sources, or disclosure in connection with enforcing its rights under this Agreement). Furthermore, neither Party will disclose any Confidential Information to any of its employees or agents except those who need to know such information to enable them to provide the agreed Services. Each Party shall require its employees and agents to abide by the provisions of this Section 6.

6.3 Following termination or expiration of this Agreement, and upon written request from the disclosing Party, the receiving Party shall promptly destroy or delete all documents, files, computer discs and other data that contain or derive in any way from the disclosing Party's Confidential Information.

6.4 Each Party is entitled to disclose Confidential Information to the extent that it becomes compelled to disclose the Confidential Information in accordance with court or administrative order, legal process, law, or regulation. However, prior to any such disclosure and not more than three (3) business days from its receipt of the order or legal process or its decision that a law or regulation compels the disclosure, the Party compelled to disclose shall notify the other Party of the compelled disclosure and shall cooperate

with the other Party in seeking a confidentiality agreement, protective order, or other protection of the confidentiality of the Confidential Information.

6.5 Notwithstanding the foregoing, it is understood and agreed by LAGC that, in the course of performing the Services, Excel Sports is permitted to discuss general terms (e.g., pricing, term length) with Sponsor Company(ies) in order to qualify them for consideration by LAGC. LAGC may reject a sponsor prospect for any good faith reason, but may not thereafter pursue in bad faith (i.e., for the purpose of avoiding paying Commission amounts) a Sponsorship Rights Agreement with such rejected prospect during the Term of this Agreement and for one (1) year thereafter.

7. Intellectual Property.

7.1 LAGC Intellectual Property. Excel Sports acknowledges the validity of all trademarks, trade names, copyrights, and other proprietary rights owned by or licensed to LAGC (“*LAGC IP*”) and shall protect all of LAGC IP, including but not limited to compliance with any written style or branding guidelines and use of appropriate markings (such as the TM or [®] symbols) or other notices in connection with the LAGC IP. All use of LAGC IP under this Agreement and goodwill derived therefrom shall inure solely to the benefit of LAGC and its licensors.

7.2 Excel Sports’ Use of LAGC Marks. LAGC hereby grants to Excel Sports the non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable and limited right and license to use: (i) marketing and promotional materials created under this Agreement for the sole purpose of promoting its services and capabilities (as pre-approved by LAGC in writing in each instance), and (ii) LAGC’s logos or trademarks on marketing and promotional materials (including on websites controlled by Excel Sports) solely for the purpose of identifying LAGC as a representative client of Excel Sports (as pre-approved by LAGC in writing in each instance). All uses by Excel Sports will be limited to the truthful disclosure of the relationship set forth in this Agreement. Excel Sports agrees to cease any use objected to by LAGC as soon as practicable upon receipt of notice thereof any such objection.

7.3 Work Product. LAGC shall own all right, title and interest, including all intellectual property rights and corresponding goodwill, in and to any content, materials, collateral or other deliverables generated by or in cooperation with Excel Sports under this Agreement (including but not limited to materials and collateral generated under Exhibit A) (together “*Work Product*”), with the exception of any marks owned by Excel Sports. Excel Sports agrees to execute and deliver all documents and instruments necessary to effectuate such ownership and any corresponding intellectual property rights.

7.4 Excel Sports agrees that any Work Product is deemed a “work made for hire” for LAGC and all copyrights therein shall automatically and immediately vest in LAGC. To the extent that any Work Product does not constitute “work made for hire,” Excel Sports assigns to LAGC, for no additional consideration, Excel Sports’ right, title and interest in and to such Work Product and all intellectual property rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto. Excel Sports further waives all claims it may now or hereafter have in any jurisdiction to all attribution or “moral rights” in relation to all works of authorship to which the assigned copyrights apply.

8. Notices. Except as otherwise set forth herein, all notices, reports, accountings, or other communications which either Party is required to or desires to send to the other Party must be in writing,

sent postage prepaid by registered or certified mail, return receipt requested, or by hand or messenger delivery, or by FedEx, UPS or similar delivery service, or e-mail transmission with confirmation of delivery (except for service of process which must be delivered in accordance with applicable law), to the other Party at the following address (or such other address as such Party may provide in writing):

To Excel Sports: Excel Sports Management
 1700 Broadway, FL 29
 New York, NY 10019
 Attn: Jason Miller, SVP, Property Sales
 Email: jmiller@excelsm.com

With a copy to: Gabriel G. Matus, General Counsel (gmatus@excelsm.com)

To LAGC: Los Angeles Golf Club
 [Address]
 Attn:
 Email: neal@lagc.com

Notice or report given by personal delivery is deemed given on delivery. Notice or report given by mail is deemed given on the earlier of its actual receipt or on the fifth day following its mailing in accordance with the notice requirements of this section. Notice or report given by FedEx, UPS or similar delivery service is deemed given on the next business day following delivery of the notice or report to the delivery service with instructions for overnight delivery. Notice or report given by e-mail transmission is deemed given on the day of transmission if delivered prior to 5:00 pm local time of recipient on a business day, or on the next business day after the day of transmission if delivered after 5:00 pm local time of recipient or otherwise not transmitted on a business day.

9. **Indemnity; Limitation of Liability.**

9.1 **Indemnification.**

(A) LAGC shall indemnify, protect, defend, and hold harmless Excel Sports, its members, officers, employees and agents, from and against third party claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, reasonable outside attorney's fees, court costs, and other legal expenses (collectively "**Losses**"), arising from or connected with (i) Excel Sports' approved use or display of (a) LAGC IP or (b) trademarks, service marks, trade names or other intellectual property rights belonging to a third party (such as a sanctioning body, broadcaster, or athlete) which LAGC represents in writing to Excel Sports that it has the right to reproduce and use; or (ii) the negligent acts or omissions or the willful misconduct of LAGC and LAGC's employees and agents (excluding Excel Sports' personnel) in furtherance of the purposes of this Agreement, except to the extent covered by Excel Sports' indemnification obligations set forth in Section 9.1(B).

(B) Excel Sports shall indemnify, protect, defend, and hold harmless LAGC, its Affiliates, and each of their respective directors, officers, employees and agents, from and against Losses arising from or connected with (i) the negligent acts or omissions or the willful misconduct of Excel Sports and Excel Sports' employees and agents in furtherance of the purposes of this

Agreement; (ii) Excel Sports' unauthorized use of LAGC IP or trademarks, service marks, trade names or other intellectual property rights belonging to a third party (such as a sanctioning body, broadcaster, or athlete); and (iii) Excel Sports' breach of any representation or warranty contained herein; except to the extent covered by LAGC's indemnification obligations set forth in Section 9.1(A).

9.2 Damage Limitations. Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise are hereby excluded to the fullest extent permitted by any applicable law. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE, WHETHER IN TORT, CONTRACT OR OTHERWISE, TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE LOSSES OR DAMAGE, INCLUDING LOST PROFITS AND LOSS OF DATA, IN CONNECTION WITH THIS AGREEMENT AND IN NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSSES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT TO EXCEL SPORTS PURSUANT TO THIS AGREEMENT. The foregoing exclusion and limitation of liability shall only apply if and to the extent permitted by any applicable law and shall not limit either Party's obligations pursuant to Section 9.1.

10. Press Release and Publicity. Excel Sports and LAGC, or their respective designees, have the right to prepare and disseminate announcements and publicity and press releases regarding the business relationship set forth in this Agreement; provided, that each Party shall secure the written approval of the other Party prior to disseminating any such announcements, publicity or press releases, such approval not to be unreasonably withheld, conditioned, or delayed.

11. Relationship of the Parties. The relationship of LAGC and Excel Sports under this Agreement is that of independent contractors and not of fiduciaries, partners, joint venturers, agents, or employer and employee. Excel Sports is not, in any way, the legal representative or agent of LAGC for any purpose whatsoever.

12. Entire Agreement and Amendment. There are no other terms, conditions or covenants between the Parties, whether oral or written, other than those set forth in this Agreement. This Agreement, including the Exhibit attached to this Agreement or incorporated into this Agreement by reference, sets forth the complete understanding of the Parties regarding the subject matter hereof, and supersedes all prior discussions and writings between the parties with respect thereto. The terms and conditions of this Agreement may only be amended or modified in a writing signed by the Parties.

13. Dispute Resolution, Governing Law, and Jurisdiction & Venue.

13.1 Dispute Resolution. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by arbitration in Los Angeles, CA before one (1) JAMS arbitrator to be selected by the then-current JAMS case manager. Any arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures or by any other set of commercial arbitration rules mutually agreed-upon by the Parties.

13.2 Governing Law. This Agreement and any disputes relating in any way to this Agreement will be construed and interpreted in accordance with and governed by the procedural and substantive laws of the State of California, without reference to its conflicts of laws principles or the conflicts of laws principles of any other jurisdiction.

13.3 Jurisdiction and Venue. With respect to this Agreement and any suit, action or other proceeding arising from or relating to this Agreement brought by one Party against the other, each Party submits itself for the sole purpose of this Agreement and any controversy arising under this Agreement to the exclusive jurisdiction of the federal or state courts (and any courts of appeal) located in the City of Los Angeles, California, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts.

14. Assignment. Neither Party may assign or novate this Agreement (or subcontract any of its obligations hereunder), by operation of law or otherwise, to another party without the non-assigning Party's express written consent, which consent may not be unreasonably withheld, conditioned or delayed; provided, however, that LAGC may assign this Agreement, in its entirety, or all of its rights and obligations hereunder, without being required to obtain such consent, in connection with a sale of or other disposition or transaction involving all, or substantially all, of its assets, stock, other equity interests or business relating to its activities hereunder.

15. Severability. If any portion or portions of this Agreement is for any reason invalid or unenforceable, then the invalid or unenforceable portion or portions will be stricken and of no force and effect. The remaining provisions of this Agreement, however, are nevertheless valid and enforceable, and to the extent required, may be modified by a court of competent jurisdiction to preserve their validity and the mutual intent of the Parties.

16. No Waiver. Neither a course of conduct, nor any waiver by any Party to this Agreement with respect to a default or breach of any provision of this Agreement by the other Party will operate or be construed as a waiver of any subsequent default or breach, or as a modification of this Agreement.

17. Survival. The covenants, conditions and obligations in this Agreement which, by their terms or nature, extend beyond the termination or expiration of this Agreement, will survive termination or expiration until fully performed, including but not limited to Sections 3.3, 4.6, 4.7, 5.2, 6, 7.1, 7.3, 8, 9.1, 9.2, and 11 through 21 (inclusive).

18. No Construction Against Drafting Party. Each Party expressly recognizes that this Agreement results from a negotiation process in which each Party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the Party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any Party to this Agreement, and each Party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

19. Representations and Warranties. Each Party represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws of the territory or state of its incorporation or organization; (ii) it has the full capacity, power, right and authority to enter into this Agreement, to be legally bound by this Agreement and to fully perform its obligations under this Agreement; and (iii) there

are no other agreements to which it is a party or is bound, or orders, judgments or decrees to which it is subject, that conflict with this Agreement or with its ability to perform its obligations under this Agreement.

20. Headings. Paragraph and section headings contained in this Agreement are solely for the purpose of aiding in the location of subject matter and are not to be given consideration in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as though paragraph and section headings have been omitted.

21. Counterparts. This Agreement may be executed in any number of counterparts and by facsimile, PDF email attachment or other electronic means, each of which when executed and delivered shall have the same legal effect as an original and all of which counterparts when taken together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

EXCEL SPORTS MANAGEMENT, LLC

By: 
[Jason Miller \(Jan 11, 2024 16:47 EST\)](#)

Name: Jason Miller

Title: Head of Properties

[LOS ANGELES GOLF CLUB]

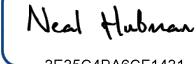
DocuSigned by:

Neal Hubman
By: [3E35C4BA6CF1431...](#)
Name: Neal Hubman
Title: President

EXHIBIT A

Scope of Services

The following proposal outlines how Excel Sports will support LAGC during the Term:

- Phase 1: Opportunity Discovery + Commercial Strategy Development
 - All work completed by November 30, 2024, with Work Product shared upon completion
- Phase 2: Sales Advisory & Support + Lead Generation
 - Available to LAGC immediately upon execution and throughout the duration of the Term

Phase 1: Commercial Strategy Development

Excel Sports will quickly help LAGC determine how the club can best price, package, and communicate partnership assets and Excel Sports will take same to market. Excel Sports will deliver Work Product comprising sponsorship packages and sales collateral within the first thirty (30) days, while Excel Sports will complete and deliver to LAGC Analytics/Valuation work throughout the year as more data becomes available.

- Sponsorship Packaging & Tiering
 - Recommend optimal number of partners and associated value/pricing based on projected value and available inventory
 - Provide insights on partner categories that present a strong fit for LAGC
 - Develop Work Product comprising generic rights and benefits documents for each partnership opportunity based on Excel Sports Analytics valuation analysis and perceived market value leveraging intel from TGL and other team organizations
- Go-To-Market Materials – Develop Work Product comprising a generic LAGC Evergreen Deck, Partnership 2-Sheeters and other necessary sales collateral
- Asset Valuation – Leverage Excel Sports Analytics to quantify the value of current assets, including current list provided by TGL and others that are currently being developed (proposed clubhouse, digital series, in-market activations). Valuation work will be ongoing, and deliverables will be shared throughout using LAGC-provided metrics, initial broadcast ratings, and additional data that becomes available during the Term.
 - Corporate Asset Valuation Model – Cross-channel valuations that focus on how companies generate revenue and brand impact through a partnership with LAGC
 - Audience Inference platform – Analysis and mapping of LAGC's fan demographics, interests and passion profiles
 - Media Analysis Platform – Logo exposure analysis across linear, streaming and social activations
 - Social Sentiment Analysis Platform – Determine the impact of sentiment, engagements, impressions, and the value of social and digital media conversation across owned and earned channels

Phase 2A: Sales Advisory & Support

Excel Sports will serve as an advisor to LAGC senior leadership team and support new or existing partnership discussions in at least the following ways.

- Staffing & Meeting Cadence – Excel Sports' Head of Properties, Sr. Director of Properties, Head of Marketing Solutions and Head of Analytics will hold monthly meetings with LAGC Senior Leadership
- Sales Support – Excel Sports will support LAGC throughout discussions with prospective

brand partners in the following ways:

- i. Development of custom sales collateral
- ii. Adjusting the existing valuation framework to fit a brand's objectives
- iii. Attending virtual pitches and qualified in-person meetings with decision makers
- iv. Providing industry intel to inform pricing and negotiation strategy for each brand

Phase 2B: Lead Generation

Excel Sports will quickly approach its network of brand relationships to source partnership conversations for LAGC.

- Existing Relationship Audit – Review all existing brand relationships held by members of Excel Sports' Sales Team, Partners, and Player Agents to identify potential partners for LAGC
- Player Partners – Lead partnership discussions with the Corporate Partners of any LAGC Players who are represented by Excel Sports