

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (this “**Agreement**”) contains the terms and conditions on which Brian Dixon Golf LLC, a Georgia limited liability company (the “**Company**”) grants to you (“**You**” or “**Your**”) the right to sponsor Brian Dixon, a professional golfer residing in the State of Georgia (“**Mr. Dixon**”). By You confirming Your acceptance of this Agreement through the Company website, You are agreeing to be bound by this Agreement in its entirety, to be effective as of the first date that You confirm such acceptance (the “**Effective Date**”). The Company and You are, collectively, the “**Parties**” to this Agreement.

Background:

Mr. Dixon is a professional golfer who is interested in playing professional senior golf tournaments from time to time. The Company is owned and operated by Mr. Dixon. The Company desires sponsorship funds from Mr. Dixon’s family, friends, golf students, and other contacts to enable the Company to pay for the typical expenses associated with playing such golf tournaments. You are interested and willing to provide the Company with such sponsorship funds for the primary purpose of trying to help Mr. Dixon become successful in playing the professional senior golf tournaments, and for the secondary purpose of possibly deriving the potential benefits set forth in this Agreement.

Agreement:

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that the above Background is true and correct and is incorporated into this Agreement, and further hereby agree as follows:

1. Sponsorship Funds. The Company is accepting payments from sponsors in increments of \$500. For every \$500 paid by a sponsor, such sponsor is credited with one (1) profit share (each a “**Profit Share**”). A sponsor’s Profit Shares as a percentage of all Profit Shares credited by the Company to all sponsors is referred to as such sponsor’s “**Percentage of Profit Shares**”. A sponsor’s Percentage of Profit Shares will decrease as additional Profit Shares are credited to sponsors. The Company has the right to credit sponsors with as many Profit Shares as it determines is necessary to cover Mr. Dixon’s tournament-related expenses (i.e. which include, without limitation, travel, lodging, meals, golf equipment, and tournament fees). You have agreed to provide the Company with the amount of sponsorship funds indicated by You through the Company website. For every \$500 of sponsorship funds provided by You, You shall be credited with one (1) Profit Share. The Company may inform You of your then current Percentage of Profit Shares from time to time. In addition to Your being credited with Profit Share(s), if You provide funds in an amount sufficient to qualify You to receive sponsorship benefits specified in the Company website, the Company agrees to provide You with such benefits.
2. Profit Sharing. If the Company earns a net profit from Mr. Dixon’s professional tournament winnings and endorsements (i.e. Mr. Dixon’s professional tournament winnings and endorsements less Company expenses) during the Term for a particular calendar year, as such amounts are reasonably calculated by the Company (“**Tournament Profits**”), then within sixty (60) days after the end of such calendar year, the Company shall pay You the following amounts:

- a. Unless and until You have received total payments from the Company in an amount equal to the amount You have paid to the Company for the Profit Shares, You shall be paid: the Tournament Profits for such year multiplied by Your Percentage of Profit at the end of such year multiplied by seventy percent (70%).
 - b. After You have received total payments from the Company in an amount in excess of the amount You have paid to the Company for the Profit Shares, and unless and until You have received total payments from the Company in an amount that is two times (2x) the amount You have paid to the Company for the Profit Shares, You shall be paid: the Tournament Profits for such year multiplied by Your Percentage of Profit at the end of such year multiplied by fifty percent (50%).
 - c. After You have received total payments from the Company in an amount in excess of two times (2x) the amount You have paid to the Company for the Profit Shares, You shall be paid: the Tournament Profits for such year multiplied by Your Percentage of Profit at the end of such year multiplied by thirty percent (30%).
3. Term. The term of this Agreement shall commence on the Effective Date and continue until the earlier of the following: (i) Mr. Dixon's retirement from professional golf tournaments for any reason and the Company's notification to You about such retirement; and (ii) ten (10) years from the Effective Date. Upon termination of this Agreement, the Company shall have no obligation to pay You any amounts other than Your applicable share of the Tournament Profits set forth in Section 2 that was earned and collected by the Company prior to the termination of this Agreement.
4. Your Representations, Warranties, Understanding, and Agreement. By entering into this Agreement, You represent and warrant to the Company that You: (i) are providing the Company with the sponsorship funds set forth in this Agreement for the primary purpose of trying to help Mr. Dixon become successful in playing the professional senior golf tournaments, and not for the primary purpose of expecting or receiving any returns on investments or profits (i.e. receiving amounts set forth in Section 2 of this Agreement would be welcomed by You, but is not expected by You); (ii) have sufficient funds such that even if You receive no funds from the Company for Your Profit Share(s) that Your lifestyle will not be in any way affected or impaired; and (iii) have the sophistication to understand that this is not an investment for money or profits, but rather, an opportunity to be affiliated with and to support a professional golfer. You further represent and warrant to the Company that You intend to hold Your Profit Shares without the intent of participating directly or indirectly in a distribution of the Profit Shares. You understand and agree that Your representations and warranties contained herein are to be relied upon by the Company as a basis for the exemption of the issuance of the Profit Shares from the registration requirements of the Securities Act of 1933, as amended (the "Act"), and the exemptions from registration contained in applicable state securities laws. You understand and agree that the Profit Shares will not be registered under the Act or under any state securities laws, and that the Profit Shares must be held by You until (and that the Company will have no obligation to recognize any sale, assignment or other transfer thereof to any person unless) they are subsequently registered under the Act and under applicable state securities laws, or unless exemptions from the registration requirements of the Act and such laws are available and approved by counsel satisfactory to the Company. You further understand and agree that the Company is not obligated to take any action, except as may be required by law, necessary to make Rule 144 under the Act or any other method

available for resales of the Profit Shares by You. You further understand and agree that the Company has not prepared, and that it has not been requested by You to prepare, a comprehensive written prospectus or disclosure statement in connection with the issuance of the Profit Shares to You, covering the business of the Company, operations, management, financial condition or prospects of the Company of the nature that otherwise might be required if the sale of the Profit Shares to the You were required to be registered under the Act. You further understand and agree that the Company, prior to the date of this Agreement, has furnished You with the opportunity to ask questions of and receive answers from the Company concerning the financial and business affairs of the Company and has afforded You the opportunity to verify the accuracy of all information provided or made available to You by the Company.

5. Disclaimers Regarding Tournament Profit and Percentage of Profit Share. The Tournament Profits will not include any revenue generated by the Company and/or Mr. Dixon from teaching, instruction, appearance fees, speaking fees, or any other revenue or fees except for winnings and endorsements earned and collected from professional tournaments. Neither the Company, nor Mr. Dixon, nor anyone affiliated with the Company is making any representations, warranties, or covenants, to You or to any of Your successors and permitted assigns, regarding the Company generating any Tournament Profits, regarding Mr. Dixon participating in or generating winnings from any professional tournaments, regarding Your Percentage of Profit not being diluted or reduced, and/or regarding You receiving any monetary benefits by entering into this Agreement and providing the sponsorship funds. The Company hereby disclaims any and all representations and warranties regarding the foregoing.
6. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY'S OWNERS, MEMBERS, MANAGERS, OR ANY OF FOREGOING'S RESPECTIVE AFFILIATES BE LIABLE TO YOU OR YOUR SUCCESSOR OR PERMITTED ASSIGNS FOR: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; ANY THIRD PARTY CLAIMS; OR ANY DIRECT DAMAGES IN EXCESS OF THE AMOUNT YOU HAVE PAID TO THE COMPANY UNDER THIS AGREEMENT DURING THE CALENDAR YEAR IN WHICH THE CLAIM AROSE.
7. Miscellaneous. This Agreement may be executed by Your confirmation of Your acceptance on the Company website, with the effect being that this Agreement shall be binding on the Parties to the same extent as an agreement with manual signatures. This Agreement embodies the entire agreement between the Parties with respect to the subject matter contained herein, the Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein, and this Agreement supersedes all prior or contemporaneous negotiations, understandings and agreements, whether written or oral, between the Parties with respect to the subject matter contained herein. No amendment or addendum to this Agreement shall be binding upon a Party unless it is set forth in a written instrument which is executed and delivered on behalf of such Party. This Agreement may not be assigned by You without the Company's prior written consent. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors in interest and permitted assigns. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect, such unenforceability shall not

affect any other provision of this Agreement, and this Agreement shall be construed as if such unenforceable provision were limited or modified, consistent with its general intent, to the extent necessary so that it shall be enforceable. This Agreement shall be controlled, construed and enforced in accordance with the substantive laws of the State of Georgia, without regard to any laws related to choice or conflicts of laws. Any claim, dispute, or legal proceeding arising out of or in any way related to this Agreement shall be brought in any state or federal court within the State of Georgia, to the exclusion of all other jurisdictions.