

## LICENSE AGREEMENT

This License Agreement (the “Agreement”) is entered into as of this February 15, 2019 (the “Effective Date”), by and between KGEM Golf, Inc., a Delaware corporation with offices at 2738 Falkenburg Rd. S., Riverview, FL 33578 (hereinafter called “Licensee”), and The Golf Room, LLC an Ohio limited liability company, with an address at 6807 Dublin Center Drive, Dublin OH 43017 (hereinafter called “Licensor”). Licensee and Licensor may be referred to in this Agreement collectively as “Parties” or individually as a “Party”.

### RECITALS

**WHEREAS**, Licensor’s sole member Kyle Morris (“Morris”) is an investor in Licensee pursuant to that certain Membership Unit Purchase Agreement dated January 4, 2018, as amended by that certain Addendum to Agreement between KGEM Golf Inc., and Kyle Morris, dated December 24, 2018 (collectively, the “Purchase Agreement”);

**WHEREAS**, Licensor is currently doing business as “The Golf Room” in Dublin, Ohio (the greater Columbus, Ohio metropolitan area), whereby Licensor provides golf coaching programs and instruction;

**WHEREAS**, Licensor and Licensee desire to clarify certain licenses and responsibilities of the parties as referenced in the Purchase Agreement;

**WHEREAS**, subject to the terms, conditions, and limitations set forth herein, Licensee desires to license from Licensor the licensed information and Licensor desires to license to Licensee the licensed information for such use by Licensee.

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals are hereby incorporated in and made a part of the Agreement.

2. **Grant of License.** As additional consideration for the shares granted to Morris under the Purchase Agreement which provides both direct and indirect benefits to Licensor, Licensor hereby grants to Licensee a non-exclusive license to use any and all trademarks, names, titles, logos and symbols owned by Licensor (collectively, the “Licensed Rights”). Licensor retains the right to terminate this license in its commercially reasonable good faith discretion after written notice to Licensee in the event that it determines that the license is being used in a manner inconsistent with its intended purpose of promoting golf training, golf entertainment, and hospitality services at Licensee’s locations, the event of non-use, or the reduction or cancellation of the contemplated services to be provided by and between Licensor and Licensee (collectively, a “Violation Notice”); provided that Licensee shall have thirty (30) day from receipt of written notice to cure the violation in such Violation Notice, or if such cure shall take longer than thirty (30) days, that such cure is commenced within the thirty (30) day period and prosecuted diligently until completion. In consideration of the Licensee entering into this Agreement and of the financial benefits to Morris because of Morris’s stock ownership of Licensee, Licensor and Morris agree that at all times during the term in Paragraph 3 below, and thereafter for the time period described herein below, neither Licensor nor Morris shall directly or indirectly, for Licensor or on behalf of or in conjunction with, any other person, company, partnership, corporation, business, group, or other entity until the third anniversary after the term of this agreement, as renewed, license the Licensed Rights to, for, or on behalf of a Competitor. For purposes of this Agreement, “Competitor” means a person or entity who or which is engaged in the business providing golf entertainment and hospitality services, including but not limited to Top Golf, DriveShack, 1 Up Golf, Big Shots Golf, Drive, 4ORE!, The Flying Tee, and Swing Golf.



this Agreement, or arising out of or based upon this Agreement, shall be brought exclusively in the United States District Court for the Southern District of Ohio or such District Court in and for the city of Columbus and the County of Franklin, State of Ohio. Each Party hereby agrees that such courts shall have in personam jurisdiction and venue with respect to such Party, and each Party hereby submits to the in personam jurisdiction and venue of such courts.

11. **Severability.** If any provision of the Agreement shall be held by a court competent jurisdiction to be illegal, invalid or unenforceable, the parties hereby authorize the court to modify such provision to the minimum extent necessary to effectuate the Parties' intentions and the remaining provisions shall remain in full force and effect.

12. **Entirety.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and it supersedes all prior written or oral agreements and undertakings with respect to such subject matter. This Agreement may be modified only by a writing signed by both parties to this Agreement.

13. **Counterparts; Delivery.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties agree that this Agreement may be executed and delivered by facsimile or other electronic transmission.

The Parties hereto have executed this Agreement as of the Effective Date set forth above.

"Licensee"  
KGEM Golf, Inc., a Delaware corporation



By

\_\_\_\_\_  
Gerald D. Ellenburg, Chairman & CEO

"Licensor"  
The Golf Room, LLC



By

\_\_\_\_\_  
Kyle Morris, sole member

Acknowledged and Agreed to as third-party beneficiary to this agreement



By

\_\_\_\_\_  
Kyle Morris, individually