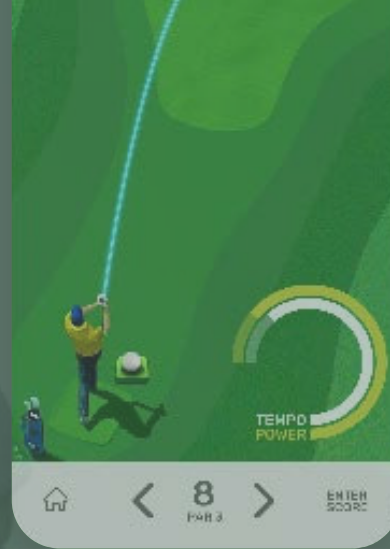


# GLOBAL GOLF TECH LLC

Operating &  
Subscription  
Agreement



# Global Golf Tech LLC

## CONFIDENTIAL

This Private Placement Memorandum contains confidential and proprietary information belonging exclusively to

**Global Golf Tech LLC**

All rights reserved. This Private Placement Memorandum is provided solely for illustration and does not constitute legal or investment advice. The materials and content provided in this Private Placement Memorandum are provided for information purposes only. The information is provided by Global Golf Tech LLC. And while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, or reliability of the forward-looking data contained in this Private Placement Memorandum of the offering for an investor.

This offering is being made solely to accredited investors as defined herein.



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SECTION 1

# SYNOPSIS OF OPERATIONS

PLAY GOLF

BOOK TEE TIME

PREGAME ROUND

SWING ANALYSIS

# INTRODUCTION

Global Golf Tech LLC (“the Company”) is a sports technology and media company. Our goal is to profit from the multibillion-dollar advertising market in the golf industry. The Company will acquire and enhance existing apps with proprietary technology and expand its client database through strategic acquisitions. The Company has agreements in place to acquire SkyDriod and FreeCaddie, two legacy Golf Apps that have been downloaded over 3 million times in their history. The Company is also acquiring FreeGolfRewards.com, which has a database of over 500,000 golfer emails. Full ownership will be transferred upon closing escrow of agreed upon terms for the golf apps, websites, and data (“See Use of Proceeds”). The Company plans to use the data from SkyDriod and FreeCaddie to redevelop and launch Golf Caddy AI to be one of the most advanced and easy-to-use golf app in the world. The Company plans to use the email database from FreeGolfRewards.com to help launch and market Golf Caddy AI. The Company has formed strategic partnerships with leading US software engineers to expand Golf Caddy AI. The Company has partnered with a team of highly developed experts in the golf industry and technology space who bring over 27 years of experience and have overseen and executed every aspect of creating and building successful businesses.

- Golf Course Management
- Golf Equipment Marketing
- Software Engineering
- Web Design & Development
- App Design & Development
- Sales
- Marketing
- Advertising
- Partnerships
- Enterprise Resource Planning

We invite accredited investors to carefully review the Company’s Private Placement Memorandum for information about our planned operations, risks related to investing and other pertinent disclosure information. Investors are encouraged to email or call and ask questions of management regarding the Company’s operations or this offering of Preferred Units at [info@globalgolftech.com](mailto:info@globalgolftech.com) or 855-733-6157.



# THE INDUSTRY

The golf industry has grown to over 80 billion dollars and is continuing to grow. Golf is among the largest recreation sports in the United States. The global ad industry has hit over 700 billion dollars and is expected to hit 1 trillion dollars by 2025. Both the golf industry and ad industry have seen record growth and both present increased scalability for GGT.

Golf technology is essential when it comes to golf, which is the engine that joins companies and golfers to sell their products and services to enhance the golf experience and expand the game of golf. On average, golfers are typically high earners with an average household income of over \$100k and over 35 years of age. The net worth of the average golfer is over \$700K and 14% of golfers have a net worth of over \$1M according to National Golf Foundation. Golf tech companies are front and center at the PGA Merchandise Show in Orlando every year, unveiling new advancements in technology at the annual convention and showcasing their latest innovations.

Big picture, the golf tech sector has become more consolidated, with larger companies being more determined to buy out competitors in a fight for market share.

The state of the golf tech industry has seen small companies like SwingU a golf GPS app grow into a multi-million dollar a year ad revenue company and create advertising partnerships with some of the largest OEM golf equipment companies. This is just one small piece of the golf tech industry that GGT is planning on entering.

## MANAGEMENT & DEVELOPMENT TEAM

Global Golf Tech LLC ("The Company") has formed a team of professionals dedicated to the success of The Company. Leading the Company will be chosen individuals within the golf and technology industry. The Company has retained Paul Villanueva as its Manager. Paul Villanueva is also the Founder & CEO of Patriot Golf and will work alongside the appointed team for the Company.



### **Paul Villanueva, Founder – Prime Golf Innovations LLC**

Paul is the founder of Prime Golf Innovations which is the Managing Member and majority owner of the Company. Paul is a serial entrepreneur and founder of Patriot Golf, Inc, Armory Golf Warehouse, and Golf Media USA. Paul has led these companies in the media, marketing, advertising, technology, and golf space. Paul brings over 27 years of experience to the Company and has a proven track record in launching startups and positioning them for growth and success. Paul is a decisive leader and accomplished executive in overall business operations and will help lead the Company into the future. Paul Villanueva will split his time 50-50 between Patriot Golf and the Company.



### **Joshua Boyle, CEO - Global Golf Tech LLC**

Joshua has a long and vast career in the golf industry helping to launch Patriot Golf, Armory Golf Warehouse and Golf Media USA. Mr. Boyle has generated over \$300 million in golf sales over his career. Joshua led and trained multiple sales teams to create a fan base of over one million loyal followers. Joshua has led all aspects of the golf business from sales & marketing, to design, operations, and partnerships. With over 25 years of experience, Mr. Boyle has created strategic partnerships with several essential leaders in the golf industry to promote the Company. Mr. Boyle has a strong track record and is an ideal candidate to spearhead the efforts of the Company.



### **Lawrence Villanueva, CTO - Global Golf Tech LLC**

Lawrence is the Director of Technology responsible for all IT management of the Company's internal systems, marketing, and online presence. Lawrence has over 10 years' experience in the IT field specializing in coding, programming, marketing, and web design. Lawrence specializes in the golf industry setting up Enterprise Resource Planning systems, integration, development, web design, content creation, database management, research, and development. Lawrence has worked alongside the management teams' websites for Patriot Golf, Armory Golf Warehouse and Golf Media USA. Lawrence possesses the expertise necessary to help achieve all of the Company's technology goals.



### **Brandon Friend, Director of Engineering - Global Golf Tech LLC**

Brandon has a lengthy track record of success as an entrepreneur, executive, and operator, most recently leading software engineering firm SourceStrike to a successful exit in 2020. Before SourceStrike, Brandon leads engineering at some leading startups, including Acorns and AutoGravity. His work in iOS has been featured by Apple in their commercials as well as in physical Apple stores across the country, and Apple has invited him to their campus to develop content that they later showcased at their developer conferences.



SECTION 2

# PRIVATE PLACEMENT MEMORANDUM





# Global Golf Tech LLC

\$4,900,000

Limited Liability Company Preferred Units

March 17, 2025

Global Golf Tech LLC (“The Company”), a Nevada Company, is offering a maximum of 500 Preferred Units for \$9,800 per unit. The offering price per unit has been arbitrarily determined by the Company. See Risk Factors: Offering Price.

THESE ARE SPECULATIVE SECURITIES, WHICH INVOLVE A HIGH DEGREE OF RISK. ONLY THOSE INVESTORS WHO CAN BEAR THE LOSS OF THEIR ENTIRE INVESTMENT SHOULD INVEST IN THESE UNITS.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), THE SECURITIES LAWS OF THE STATE OF NEVADA, OR UNDER THE SECURITIES LAWS OF ANY OTHER STATE OR JURISDICTION IN RELIANCE UPON THE EXEMPTIONS FROM REGISTRATION PROVIDED BY THE ACT AND REGULATION D RULE 506(c) PROMULGATED THEREUNDER, AND THE COMPARABLE EXEMPTIONS FROM REGISTRATION PROVIDED BY OTHER APPLICABLE SECURITIES LAWS.

|            | Sales Price | Commission | Proceeds to Company |
|------------|-------------|------------|---------------------|
| Unit Price | \$9800      | \$980      | \$8,820             |
| Maximum    | \$4,900,000 | \$490,000  | \$4,410,000         |

The Company reserves the right to waive the 2-unit minimum subscription for any investor. The Offering is not underwritten. The Units are offered on a “best efforts” basis by the Company through its officers and directors.

Units may also be sold by FINRA member brokers or dealers who enter into a Participating Dealer Agreement with the Company, who will receive commissions of up to 10% of the price of the Units sold. The Company reserves the right to pay expenses related to this Offering from the proceeds of the Offering. See “PLAN OF PLACEMENT and USE OF PROCEEDS” section.

The Offering will terminate on the earliest of: (a) the date the Company, in its discretion, elects to terminate, or (b) the date upon which all Units have been sold, or (c) March, 15, 2026 (the "Offering Period").

THIS OFFERING IS NOT UNDERWRITTEN. THE OFFERING PRICE HAS BEEN ARBITRARILY SET BY THE MANAGEMENT OF THE COMPANY. THERE CAN BE NO ASSURANCE THAT ANY OF THE SECURITIES WILL BE SOLD.

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES AGENCY, NOR HAS ANY SUCH REGULATORY BODY REVIEWED THIS PRIVATE OFFERING MEMORANDUM FOR ACCURACY OR COMPLETENESS. BECAUSE THESE SECURITIES HAVE NOT BEEN SO REGISTERED, THERE MAY BE RESTRICTIONS ON THEIR TRANSFERABILITY OR RESALE BY AN INVESTOR.

EACH PROSPECTIVE INVESTOR SHOULD PROCEED ON THE ASSUMPTION THAT HE MUST BEAR THE ECONOMIC RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD, SINCE THE SECURITIES MAY NOT BE SOLD UNLESS, AMONG OTHER THINGS, THEY ARE SUBSEQUENTLY REGISTERED UNDER THE APPLICABLE SECURITIES ACTS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

THERE IS NO TRADING MARKET FOR THE COMPANY'S MEMBERSHIP UNITS AND THERE CAN BE NO ASSURANCE THAT ANY MARKET WILL DEVELOP IN THE FUTURE OR THAT THE UNITS WILL BE ACCEPTED FOR INCLUSION ON NASDAQ OR ANY OTHER TRADING EXCHANGE AT ANY TIME IN THE FUTURE.

THE COMPANY IS NOT OBLIGATED TO REGISTER FOR SALE UNDER EITHER FEDERAL OR STATE SECURITIES LAWS THE UNITS PURCHASED PURSUANT HERETO, AND THE ISSUANCE OF THE UNITS IS BEING UNDERTAKEN PURSUANT TO RULE 506(B) OF REGULATION D UNDER THE SECURITIES ACT.

ACCORDINGLY, THE SALE, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE UNITS, WHICH ARE PURCHASED PURSUANT HERETO, MAY BE RESTRICTED BY APPLICABLE FEDERAL OR STATE SECURITIES LAWS (DEPENDING ON THE RESIDENCY OF THE INVESTOR) AND BY THE PROVISIONS OF THE SUBSCRIPTION AGREEMENT REFERRED TO HEREIN. THE OFFERING PRICE OF THE SECURITIES HAS BEEN ARBITRARILY ESTABLISHED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

No person is authorized to give any information or make any representation not contained in the Memorandum and any information or representation not contained herein must not be relied upon. Nothing in this Memorandum should be construed as legal or tax advice.

The primary managers of the Company have provided all of the information stated herein. The



Company makes no express or implied representation or warranty as to the completeness of this information or, in the case of projections, estimates, future plans, or forward looking assumptions or statements, as to their attainability or the accuracy and completeness of the assumptions from which they are derived, and it is expected that each prospective investor will pursue his, her or its own independent investigation. It must be recognized that estimates of the Company's performance are necessarily subject to a high degree of uncertainty and may vary materially from actual results.

Other than the Company's Management, no one has been authorized to give any information or to make any representation with respect to the Company or the Units that is not contained in this Memorandum. Prospective investors should not rely on any information not contained in this Memorandum.

This Memorandum does not constitute an offer to sell or a solicitation of an offer to buy to anyone in any jurisdiction in which such offer or solicitation would be unlawful or is not authorized or in which the person making such offer or solicitation is not qualified to do so. This offering is only available to suitable "accredited" investors as defined by Rule 501 of Regulation D and all subscriptions for purchase of securities will be subject to verification by the Company of the investor's status as an accredited investor.

This Memorandum does not constitute an offer if the prospective investor is not "accredited" and qualified under applicable securities laws.

This offering is made subject to withdrawal, cancellation, or modification by the Company without notice and solely at the Company's discretion. The Company reserves the right to reject any subscription or to allot to any prospective investor less than the number of Shares subscribed for by such prospective investor.

This Memorandum has been prepared solely for the information of the person to whom it has been delivered by or on behalf of the Company. Distribution of this Memorandum to any person other than an accredited investor and the prospective investor to whom this Memorandum is delivered by the Company and those persons retained to advise them with respect thereto is unauthorized. Any reproduction of this Memorandum, in whole or in part, or the divulgence of any of the contents without the prior written consent of the Company is strictly prohibited. Each prospective investor, by accepting delivery of this Memorandum, agrees to return it and all other documents received by them to the Company if the prospective investor's subscription is not accepted or if the Offering is terminated.

By acceptance of this Memorandum, prospective investors recognize and accept the need to conduct their own thorough investigation and due diligence before considering a purchase of the Units. The contents of this Memorandum should not be considered to be investment, tax, or legal advice and each prospective investor should consult with their own counsel and advisors as to all matters concerning an investment in this Offering.

## OFFERING SUMMARY

The following material is intended to summarize information contained elsewhere in this Private Offering Memorandum (the “Memorandum”). This summary is qualified in its entirety by express reference to this Memorandum and the materials referred to and contained herein.

Each prospective subscriber should carefully review the entire Memorandum and all materials referred to herein and conduct his or her own due diligence before purchasing Shares.

## THE COMPANY

Global Golf Tech LLC (the “Company”), was formed with the purpose of developing innovative golf software and applications. The Company’s legal structure was formed as a limited liability company (LLC) under the laws of the State of Nevada.

Its principal offices will be located in Southern California. The Company’s telephone number is (855) 733-6157. The primary Managing Member is Prime Golf Innovations LLC.

## BENEFITS OF LLC MEMBERSHIP

The limited liability company (LLC) is a form of doing business in the United States (in 1988 all 50 states enacted LLC laws).

The LLC is a hybrid that combines the characteristic of a corporate structure and a partnership structure. It is a separate legal entity like a corporation but it has entitlement to be treated as a partnership or corporation for tax purposes and therefore may carry certain tax benefits for the investors.

The owners and investors are called members and can be virtually any entity including individuals (domestic or foreign), corporations, other LLCs, trusts, pension plans, etc. Unlike corporate stocks and shares, members purchase Membership Units. Typically, Members who hold the majority of the voting class membership units maintain controlling management of the LLC as specified in the LLC operating agreement.

The primary advantage of an LLC is limiting the liability of its members. Unless personally guaranteed, members are not personally liable for the debts and obligations of the LLC. Additionally, “pass-through” or “flow through” taxation is available, meaning that (generally speaking) the earnings of an LLC are not subject to double taxation unlike that of a “standard” corporation. However, they are treated like the earnings from partnerships, sole proprietorships and S corporations with an added benefit for all of its members. There is greater flexibility in structuring the LLC than is ordinary the case with a corporation, including the ability to divide ownership and voting rights in unconventional ways while still enjoying the benefits of “pass-through” taxation.

## BUSINESS PLAN

Portions of the Global Golf Tech LLC business plan was prepared by the Company using certain assumptions including several forward looking statements. Each prospective investor should carefully review this Memorandum and all related Exhibits before purchasing Units. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

## THE OFFERING

The Company is offering a maximum of 500 Preferred Units at a price of \$9,800 per Unit. Upon completion of the Offering 500 Preferred Units will be issued.

The Preferred Units shall participate in a pro-rata percentage of any net operating cash approved for distribution to Members. Net cash available for distribution shall be distributed on the following schedule; (a) ninety percent (90%) to the Investor Members of the LLC and; (b) ten percent (10%) to the Managing Member. Net cash proceeds from the liquidation of an asset will first be distributed to the Investor Members to repay invested capital contributions. Once each Investor Member has recouped original invested capital contributions, any additional net cash will be distributed (a) seventy-five percent (75%) to the Investor Members of the LLC and; (b) twenty-five percent (25%) to the Managing Member of the LLC. See “Exhibit C – Operating Agreement” for specific terms.

Each purchaser must execute a Subscription Agreement making certain representations and warranties to the Company, including such purchaser’s qualifications as an Accredited Investor as defined by the Securities and Exchange Commission in Rule 501(a) of Regulation D promulgated. See “REQUIREMENTS FOR PURCHASERS” section.

## USE OF PROCEEDS

Proceeds from the sale of Units will be used for software development, advertising, acquisitions and pay associated expenses related to such operations. See “USE OF PROCEEDS” section.

## REGISTRAR

The Company will act as its own registrar and transfer agent with respect to its Preferred Units.

## PREFERRED UNITS

Upon the sale of the maximum number of Preferred Units from this Offering, the number of issued Investor Units of the Company will be held as follows:

Investor Members 100% Preferred Units



## SUBSCRIPTION PERIOD

The Offering will terminate on the earliest of: (a) the date the Company, in its discretion, elects to terminate, or (b) the date upon which all Units have been sold.

## CERTAIN NOTICE

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT"), OR THE SECURITIES LAWS OF CERTAIN STATES ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS OF SAID ACT AND SUCH LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS OFFERING IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MIGHT BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. AN INVESTOR MUST REPRESENT THAT THE SECURITIES ARE BEING ACQUIRED FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR PRESENT INTENTION OF DISTRIBUTION.

THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO. IN ADDITION, THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM CONSTITUTES AN OFFER ONLY TO THE OFFEREE NAMED.

EXCEPT AS OTHERWISE INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE OF THE MEMORANDUM AND NEITHER THE DELIVERY HEREOF NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE CONDITION OF THE COMPANY SINCE THE DATE HEREOF.

NO PERSON HAS BEEN AUTHORIZED TO MAKE REPRESENTATIONS OR PROVIDE ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM AND

ACTUAL DOCUMENTS (SUMMARIZED HEREIN), WHICH ARE FURNISHED UPON REQUEST TO AN OFFEREE, OR HIS REPRESENTATIVE MAY BE RELIED UPON IN CONNECTION WITH THIS OFFERING. PROSPECTIVE PURCHASERS OF THE SECURITIES ARE NOT TO CONSTRUE THE CONTENTS OF THIS PRIVATE PLACEMENT MEMORANDUM AS LEGAL OR TAX ADVICE. EACH PROSPECTIVE PURCHASER SHOULD CONSULT HIS OWN PROFESSIONAL ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING HIS INVESTMENT.

THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN PREPARED FROM DATA SUPPLIED BY SOURCES DEEMED RELIABLE AND DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR KNOWINGLY CONTAIN ANY UNTRUE STATEMENT OF ANY MATERIAL FACT. IT CONTAINS A SUMMARY OF THE MATERIAL PROVISIONS OF DOCUMENTS REFERRED TO HEREIN. STATEMENTS MADE WITH RESPECT TO THE PROVISIONS OF SUCH DOCUMENTS ARE NOT NECESSARILY COMPLETE AND REFERENCE IS MADE TO THE ACTUAL DOCUMENTS FOR COMPLETE INFORMATION AS TO THE RIGHTS AND OBLIGATIONS THERETO.

## DISCLOSURES

THERE IS NO TRADING MARKET FOR THE COMPANY'S SECURITIES AND THERE CAN BE NO ASSURANCE THAT ANY MARKET WILL DEVELOP IN THE FUTURE OR THAT THE UNITS WILL BE ACCEPTED FOR INCLUSION ON NASDAQ OR ANY OTHER TRADING EXCHANGE AT ANY TIME IN THE FUTURE. THE COMPANY IS NOT OBLIGATED TO REGISTER FOR SALE UNDER EITHER FEDERAL OR STATE SECURITIES LAWS THE SECURITIES PURCHASED PURSUANT HERETO AND THE ISSUANCE OF THE UNITS IS BEING UNDERTAKEN PURSUANT TO RULE 506(B) OF REGULATION D UNDER THE SECURITIES ACT.

ACCORDINGLY, THE SALE, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE UNITS, WHICH ARE PURCHASED PURSUANT HERETO, MAY BE RESTRICTED BY APPLICABLE FEDERAL OR STATE SECURITIES LAWS (DEPENDING ON THE RESIDENCY OF THE INVESTOR) AND BY THE PROVISIONS OF THE SUBSCRIPTION AGREEMENT REFERRED TO HEREIN.

THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE INFORMATION OF THE PERSON TO WHOM IT HAS BEEN DELIVERED BY OR ON BEHALF OF THE COMPANY. DISTRIBUTION OF THIS MEMORANDUM TO ANY PERSON OTHER THAN THE PROSPECTIVE INVESTOR TO WHOM THIS MEMORANDUM IS DELIVERED BY THE COMPANY AND THOSE PERSONS RETAINED TO ADVISE THEM WITH RESPECT THERETO IS UNAUTHORIZED.

ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF THE CONTENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY IS STRICTLY PROHIBITED. EACH PROSPECTIVE INVESTOR, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN IT AND ALL OTHER DOCUMENTS RECEIVED BY THEM TO THE COMPANY IF THE PROSPECTIVE INVESTOR'S SUBSCRIPTION IS NOT ACCEPTED OR IF THE

OFFERING IS TERMINATED.

# NASSA LEGEND

## NASSA LEGEND

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES MAY BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER FEDERAL AND STATE SECURITIES LAWS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

## NOTICE TO NON-UNITED STATES RESIDENTS

IT IS THE RESPONSIBILITY OF ANY ENTITIES WISHING TO PURCHASE THE UNITS TO SATISFY THEMSELVES AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

BY ACCEPTANCE OF THIS MEMORANDUM, PROSPECTIVE INVESTORS RECOGNIZE AND ACCEPT THE NEED TO CONDUCT THEIR OWN THOROUGH INVESTIGATION AND DUE DILIGENCE BEFORE CONSIDERING A PURCHASE OF THE UNITS. THE CONTENTS OF THIS MEMORANDUM SHOULD NOT BE CONSIDERED TO BE INVESTMENT, TAX, OR LEGAL ADVICE AND EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH THEIR OWN COUNSEL AND ADVISOR AS TO ALL MATTERS CONCERNING AN INVESTMENT IN THIS OFFERING.

## PATRIOT ACT RIDER

THE INVESTOR HEREBY REPRESENTS AND WARRANTS THAT THE INVESTOR IS NOT, NOR IS ACTING AS AN AGENT, REPRESENTATIVE, INTERMEDIARY OR NOMINEE FOR, A PERSON IDENTIFIED ON THE LIST OF BLOCKED PERSONS MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF TREASURY. IN ADDITION, THE INVESTOR HAS COMPLIED WITH ALL APPLICABLE U.S. LAWS, REGULATIONS, DIRECTIVES, AND EXECUTIVE ORDERS RELATING TO ANTI-MONEY LAUNDERING, INCLUDING BUT NOT LIMITED TO THE FOLLOWING LAWS:

(1) THE UNITING AND STRENGTHENING AMERICA BY PROVIDING APPROPRIATE TOOLS RE-



QUIRED TO INTERCEPT AND OBSTRUCT TERRORISM ACT OF 2001, PUBLIC LAW 107-56, AND (2) EXECUTIVE ORDER 13224 (BLOCKING PROPERTY AND PROHIBITING TRANSACTIONS WITH PERSONS WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM) OF SEPTEMBER 11, 2001.

EACH PROSPECTIVE INVESTOR WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, MANAGEMENT OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORTS OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM.

IF YOU HAVE ANY QUESTIONS REGARDING THIS OFFERING, OR DESIRE ANY ADDITIONAL INFORMATION OR DOCUMENTS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED IN THIS MEMORANDUM, PLEASE WRITE OR CALL THE COMPANY AT THE ADDRESS AND NUMBER LISTED IN THIS PRIVATE OFFERING MEMORANDUM.

THE MANAGEMENT OF THE COMPANY HAS PROVIDED ALL OF THE INFORMATION STATED HEREIN.

THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS OF THIS INFORMATION OR, IN THE CASE OF PROJECTIONS, ESTIMATES, FUTURE PLANS, OR FORWARD LOOKING ASSUMPTIONS OR STATEMENTS, AS TO THEIR ATTAINABILITY OR THE ACCURACY AND COMPLETENESS OF THE ASSUMPTIONS FROM WHICH THEY ARE DERIVED, AND IT IS EXPECTED THAT EACH PROSPECTIVE INVESTOR WILL PURSUE HIS, HER, OR ITS OWN INDEPENDENT INVESTIGATION.

IT MUST BE RECOGNIZED THAT ESTIMATES OF THE COMPANY'S PERFORMANCE ARE NECESSARILY SUBJECT TO A HIGH DEGREE OF UNCERTAINTY AND MAY VARY MATERIALLY FROM ACTUAL RESULTS.

## PRELIMINARY RISK DISCLOSURE STATEMENT

YOU SHOULD CAREFULLY CONSIDER WHETHER YOUR FINANCIAL CONDITION PERMITS YOU TO PARTICIPATE IN THIS INVESTMENT.

IN DOING SO, YOU SHOULD BE AWARE THAT AN INVESTMENT WITH OUR COMPANY MAY BE VOLATILE AND LOSSES FROM ITS BUSINESS ACTIVITIES MAY REDUCE THE NET ASSET VALUE OF THE COMPANY AND CONSEQUENTLY THE COMPANY'S ABILITY TO REPAY PRINCIPAL CAPITAL INVESTMENT.

INVESTORS MAY LOSE ALL OR PART OF THEIR INVESTMENT. IN ADDITION, RESTRICTIONS ON REDEMPTIONS MAY AFFECT THE COMPANY'S ABILITY TO REDEEM YOUR UNITS.

THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND OTHER FACTORS NECESSARY TO EVALUATE YOUR PARTICIPATION IN THIS COMPANY. THEREFORE, BEFORE YOU DECIDE TO PARTICIPATE IN AN INVESTMENT IN THIS COMPANY, YOU SHOULD CAREFULLY STUDY

THIS DISCLOSURE DOCUMENT, INCLUDING A DISCUSSION OF POTENTIAL RISKS RELATED TO THIS INVESTMENT.

## PLAN OF OPERATIONS

Global Golf Tech LLC (the “Company”) was formed to develop golf applications and software to enhance the golfing experience. Golf applications and software create an opportunity to sell advertising, subscriptions, memberships, and products. The Company plans to use the data from SkyDroid and FreeCaddie to redevelop and launch Golf Caddie AI to be a leading golf app in the golf world. The Company is also planning on acquiring FreeGolfRewards.com which has a database of over 500,000 golfer emails to help promote Golf Caddie AI. The Company is purchasing these assets from Targeted Market Solutions. Targeted Market Solutions is an affiliate company owned by Paul Villanueva.

The Company will also look to acquire other websites for their data to increase revenue. Making these acquisitions broadens the monetization strategy and opportunities for the overall enterprise.

## OWNERSHIP

The following table contains certain information as to the number of units beneficially owned by (i) each person known by the Company to own beneficially more than 5% of the Company’s units, (ii) each person/entity who is a Managing Member of the Company, (iii) all persons as a group who are Managing Members of the Company and as to the percentage of the outstanding units held by them.

| Name                       | Position        | Current %          | Post Offering Max %  |
|----------------------------|-----------------|--------------------|----------------------|
| Prime Golf Innovations LLC | Managing Member | 100% Common Units  | 100% Common Units    |
| Investor Members           | Members         | 0% Preferred Units | 100% Preferred Units |

## MEMBER UNIT OPTION AGREEMENTS

The Company has not entered into any Preferred Unit option agreements as of the date of this Offering.

## LITIGATION

The Company is not presently a party to any material litigation, nor to the knowledge of Management is any litigation threatened against the Company, which may materially affect the business of the Company or its assets.

## DESCRIPTION OF UNITS

The Company is offering a maximum of 500 Preferred Units at a price of \$9,800 per Unit. Upon completion of the Offering 500 Preferred Units will be issued.

The Preferred Units shall participate in a pro-rata percentage of any net operating cash approved for distribution to Members. Net cash available for distribution shall be distributed on the following schedule; (a) Ninety percent (90%) to the Investor Members of the LLC and; (b) ten percent (10%) to the Managing Members. Net cash proceeds from the liquidation of an asset will first be distributed to the Investor Members to repay invested capital contributions. Once each Investor Member has recouped original invested capital contributions, any additional net cash will be distributed (a) seventy five percent (75%) to the Investor Members of the LLC and; (b) twenty five percent (25%) to the Managing Members of the LLC. See “Exhibit C – Operating Agreement” for specific terms.

In the event of the dissolution, liquidation or winding up of the Company, the assets then legally available for distribution to the Investor Members will be distributed ratable to all Investor Members of the LLC in proportion to their Preferred Units purchased. Investor Members are only entitled to profit distributions when and if declared by the Managing Member out of funds legally available therefore. The Company to date has not given any such profit distributions. Future profit distribution policies are subject to the discretion of the Managing Member and will depend upon a number of factors, including among other things, the capital requirements and the financial condition of the Company

## MANAGEMENT COMPENSATION

There is no accrued compensation that is due to the Managing Member. The Managing Member will be entitled to reimbursement of expenses incurred while conducting Company business. The Managing Member of the Company will share in the profits of the Company when and if revenues are disbursed.

Manager Entity:

The Company shall pay reasonable management fees to the Managing Member for business development, software development, app development, R&D, marketing, and daily operations.

## INVESTOR SUITABILITY STANDARDS

Prospective purchasers of the Preferred Units offered by this Memorandum should give careful consideration to certain risk factors described under “RISK FACTORS” section and especially to the speculative nature of this investment and the limitations described under that caption with respect to the lack of a readily available market for the Preferred Units and the resulting long term nature of any investment in the Company. This Offering is available only to suitable Accredited Investors having adequate means to assume such risks and of otherwise providing for their current needs and contingencies.



## GENERAL

The Preferred Units will not be sold to any person unless such prospective purchaser or his or her duly authorized representative shall have represented in writing to the Company in a Subscription Agreement that:

- The prospective purchaser has adequate means of providing for his or her current needs and personal contingencies and has no need for liquidity in the investment of the Preferred Units;
- The prospective purchaser's overall commitment to investments that are not readily marketable is not disproportionate to his, her or its net worth and the investment in the Preferred Units will not cause such overall commitment to become excessive; and
- The prospective purchaser is an "Accredited Investor" (as defined on the next page) suitable for purchase in the Preferred Units.

Each person acquiring Preferred Units will be required to represent that he, she, or it is purchasing the Preferred Units for his, her, or its own account for investment purposes and not with a view to resale or distribution.

## ACCREDITED INVESTORS

The Company will conduct the Offering in such a manner that Preferred Units may be sold only to "Accredited Investors" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 (the "Securities Act"). In summary, a prospective investor will qualify as an "Accredited Investor" if he, she, or it meets any one of the following criteria:

- Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase, exceeds \$1,000,000. Except as provided in paragraph (2) of this section, for purposes of calculating net worth under this paragraph:
  - (i) The person's primary residence shall not be included as an asset;
  - (ii) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.
- Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and who has a reasonable expectation of reaching the same income level in the current year;
- Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its

individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934 (the "Exchange Act"); any insurance company as defined in Section 2(13) of the Exchange Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company (SBIC) licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors;

- Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;
- Any organization described in Section 501(c)(3)(d) of the Internal Revenue Code, corporation, business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- Any director or executive officer, or general partner of the issuer of the securities being sold, or any director, executive officer, or general partner or a general partner of that issuer;
- Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 501(b)(2)(ii) of Regulation D adopted under the Act; and
- Any entity in which all the equity owners are Accredited Investors

## OTHER REQUIREMENTS

No subscription for the Preferred Units will be accepted from any investor unless he is acquiring the Preferred Units for his own account (or accounts as to which he has sole investment discretion), for investment and without any view to sale, distribution or disposition thereof.

Each prospective purchaser of Preferred Units may be required to furnish such information as the Company may require to determine whether any person or entity purchasing Preferred Units is an Accredited Investor.

## FORWARD LOOKING INFORMATION

Some of the statements contained in this Memorandum, including information incorporated by reference, discuss future expectations, or state other forward looking information. Those state-

ments are subject to known and unknown risks, uncertainties and other factors, several of which are beyond the Company's control, which could cause the actual results to differ materially from those contemplated by the statements.

The forward looking information is based on various factors and was derived using numerous assumptions. In light of the risks, assumptions, and uncertainties involved, there can be no assurance that the forward looking information contained in this Memorandum will in fact transpire or prove to be accurate.

- The success or failure of the Company's efforts to successfully execute its business plan as scheduled;
- The Company's ability to attract a customer base for the applications acquired and application being developed;
- The Company's ability to attract and retain quality employees;
- The effect of changing economic conditions including the market in the area of operation for the Company;
- The reliance of the Company on certain key members of management

These along with other risks, which are described under "RISK FACTORS" may be described in future communications to members. The Company makes no representation and undertakes no obligation to update the forward looking information to reflect actual results or changes in assumptions or other factors that could affect those statements.

## CERTAIN RISK FACTORS

Global Golf Tech LLC commenced preliminary business development operations in January 2025 and is organized as a Limited Liability Company under the laws of the State of Nevada. Accordingly, the Company has only a limited history upon which an evaluation of its prospects and future performance can be made. The Company's proposed operations are subject to all operational risks associated with business enterprises. The likelihood of the Company's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with development, operation in a competitive industry, and the continued development of advertising, promotions and a corresponding customer base. There is a possibility that the Company could sustain losses in the future.

There can be no assurances that Global Golf Tech LLC will operate profitably. An investment in the Preferred Units involves a number of risks. You should carefully consider the following risks and other information in this Memorandum before purchasing our Preferred Units. Without limiting the generality of the foregoing, Investors should consider, among other things, the following risk factors:

#### Inadequacy Of Funds:

Total gross offering proceeds of a maximum of \$4,900,000 may be realized. Management believes that such proceeds will capitalize and sustain Global Golf Tech LLC sufficiently to allow for the implementation of the Company's Business Plans. If only a fraction of this Offering is sold, or if certain assumptions contained in Management's business plans prove to be incorrect, the Company may have inadequate funds to fully develop its business and may need debt financing or other capital investment to fully implement the Company's business plans.

#### Dependence On Management:

In the early stages of development, the Company's business will be significantly dependent on the Company's management team. The Company's success will be particularly dependent upon Prime Golf Innovations LLC. The loss of the Managing Member could have a material adverse effect on the Company. See "MANAGEMENT" section.

#### Risks Associated With Expansion:

Any expansion of operations the Company may undertake will entail risks, such actions may involve specific operational activities which may negatively impact the profitability of the Company. Consequently, the Members must assume the risk that (i) such expansion may ultimately involve expenditures of funds beyond the resources available to the Company at that time, and (ii) management of such expanded operations may divert Management's attention and resources away from its existing operations, all of which factors may have a material adverse effect on the Company's present and prospective business activities.

#### General Economic Conditions:

The financial success of the Company may be sensitive to adverse changes in general economic conditions in the United States, such as recession, inflation, unemployment, and interest rates. Such changing conditions could reduce demand in the marketplace for the Company's Preferred Units. Global Golf Tech LLC has no control over these changes.

#### Possible Fluctuations In Operating Results:

The Company's operating results may fluctuate significantly from period to period as a result of a variety of factors, including purchasing patterns of customers, competitive pricing, debt service and principal reduction payments, and general economic conditions. Consequently, the Company's revenues may vary by quarter, and the Company's operation results may experience fluctuations.

#### Risk Of Borrowing:

If the Company incurs indebtedness, a portion of its cash flow will have to be dedicated to payment of principal and interest on such indebtedness. Typical loan agreements also might contain restrictive covenants which may impair the Company's operating flexibility. Such loan agreements would also provide for default under certain circumstances, such as failure to meet certain finan-



cial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of owners of Preferred Units of the Company. A judgment creditor would have the right to foreclose on any of the Company's assets resulting in a material adverse effect on the Company's business, operating results or financial condition.

#### Unanticipated Obstacles To Execution Of The Business Plan:

The Company's business plans may change. Some of the Company's potential business endeavors are capital intensive and may be subject to statutory or regulatory requirements. Management believes that the Company's chosen activities and strategies are achievable in light of current economic and legal conditions with skills, background, and knowledge of the Company's principals and advisors. Management reserves the right to make significant modifications to the Company's stated strategies depending on future events.

#### Management Discretion As To Use Of Proceeds:

The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." The Company reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of the Company and its Members in order to address changed circumstances or opportunities. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of Management with respect to application and allocation of the net proceeds of this Offering. Investors for the Preferred Units offered hereby will be entrusting their funds to the Company's Management, upon whose judgment and discretion the investors must depend.

#### Control By Management:

As of March 17, 2025, the Company's Managing Member owned approximately 100% of the Company's issued Common Units. Upon completion of this Offering, the Company's Managing Member will continue to own approximately 100% of the Company's issued Common Units and will hold 60% ownership of the Company and will be able to continue to control Global Golf Tech LLC.

#### Limited Transferability & Liquidity:

To satisfy the requirements of certain exemptions from registration under the Securities Act, and to conform with applicable state securities laws, each investor must acquire his Preferred Units for investment purposes only and not with a view towards distribution. Consequently, certain conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of the Preferred Units. Some of these conditions may include a minimum holding period, availability of certain reports, including financial statements from Global Golf Tech LLC, limitations on the percentage of Preferred Units sold and the manner in which they are sold. Global Golf Tech LLC can prohibit any sale, transfer or disposition unless it receives an opinion of counsel provided at the holder's expense, in a form satisfactory to Global Golf Tech LLC, stating that the proposed sale, transfer or other disposition will not result in a violation of applicable federal or state securities laws and regulations. No public market exists for the Preferred Units and no market is expected

to develop. Consequently, owners of the Preferred Units may have to hold their investment indefinitely and may not be able to liquidate their investments in Global Golf Tech LLC or pledge them as collateral for a loan in the event of an emergency.

#### Broker – Dealer Sales Of Units:

The Company's Preferred Units are not presently included for trading on any exchange, and there can be no assurances that the Company will ultimately be registered on any exchange. No assurance can be given that the Preferred Units of the Company will ever qualify for inclusion on the NASDAQ System or any other trading market. As a result, the Company's Preferred Units are covered by a Securities and Exchange Commission rule that opposes additional sales practice requirements on broker-dealers who sell such securities to person other than established customers and accredited investors. For transactions covered by the rule, the broker-dealer must make a special suitability determination for the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. Consequently, the rule may affect the ability of the broker-dealers to sell the Company's securities and may also affect the ability of shareholders to sell their Preferred Units in the secondary market.

#### Long Term Nature Of Investment:

An investment in the Preferred Units may be long term and illiquid. As discussed above, the offer and sale of the Preferred Units will not be registered under the Securities Act or any foreign or state securities laws by reason of exemptions from such registration which depends in part on the investment intent of the investors. Prospective investors will be required to represent in writing that they are purchasing the Preferred Units for their own account for long term investment and not with a view towards resale or distribution. Accordingly, purchasers of Preferred Units must be willing and able to bear the economic risk of their investment for an indefinite period of time. It is likely that investors will not be able to liquidate their investment in the event of an emergency.

#### No Current Market For Preferred Units:

There is no current market for the Preferred Units offered in this private Offering and no market is expected to develop in the near future.

#### Offering Price:

The price of the Preferred Units offered has been arbitrarily established by Global Golf Tech LLC, considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The Offering price bears little relationship to the assets, net worth, or any other objective criteria of value applicable to Global Golf Tech LLC.

#### Compliance With Securities Laws:

The Preferred Units are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act, applicable Nevada Securities Laws, and other applicable state securities laws. If the sale of Preferred units were to fail to qualify for these exemptions,

purchasers may seek rescission of their purchases of Preferred Units. If a number of purchasers were to obtain rescission, Global Golf Tech LLC would face significant financial demands that could adversely affect Global Golf Tech LLC as a whole, as well as any non-rescinding purchasers.

#### Lack Of Firm Underwriter:

The Preferred Units are offered on a “best efforts” basis by the officers and directors of Global Golf Tech LLC without compensation and on a “best efforts” basis through certain FINRA registered broker-dealers which enter into Participation Broker-Dealer Agreements with the Company. Accordingly, there is no assurance that the Company, or any FINRA broker-dealer, will sell the maximum Preferred Units offered or any lesser amount.

#### Projections: Forward Looking Information:

Management has prepared projections regarding Global Golf Tech LLC anticipated financial performance. The Company’s projections are hypothetical and based upon factors influencing the business of Global Golf Tech LLC. The projections are based on Management’s best estimate of the probable results of operations of the Company, based on present circumstances, and have not been reviewed by Global Golf Tech LLC’s independent accountants. These projections are based on several assumptions, set forth therein, which Management believes are reasonable.

Some assumptions upon which the projections are based, however, invariably may not materialize due the inevitable occurrence of unanticipated events and circumstances beyond Management’s control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales and revenues are necessarily speculative in nature. In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the entry into the Company’s market of additional competitors, the terms and conditions of future capitalization, and other risks inherent to the Company’s business. While Management believes that the projections accurately reflect possible future results of Global Golf Tech LLC’s operations, those results cannot be guaranteed.

#### Competition May Increase Costs:

The Company will experience competition from other developers and other projects. Competition may have the effect of increasing development costs for the Company and decreasing the sales price of developed assets.

#### Terrorist Attacks Or Other Acts Of Violence Or War May Affect The Industry In Which The Company Operates, Its Operations & Its Profitability:

Terrorist attacks may harm the Company’s results of operations and an Investor Member’s investment. There can be no assurance that there will not be more terrorist attacks against the United States or U.S. businesses. These attacks or armed conflicts may directly or indirectly impact the value of the assets the Company owns or that secure its loans. Losses resulting from these types of events may be uninsurable or not insurable to the full extent of the loss suffered. Moreover, any of these events could cause consumer confidence and spending to decrease or result in increased volatility in the United States and worldwide financial markets and economy. They could also result in economic uncertainty in the United States or abroad. Adverse economic conditions

resulting from terrorist activities could reduce demand for space in the Company's properties due to the adverse effect on the economy and thereby reduce the value of the Company's properties.

#### Reliance On Management To Select and Develop Websites & Software Applications:

Company's ability to achieve its investment objectives is dependent upon the performance of the Management team in the quality and timeliness of the Company's execution. Investors in the Preferred Units offered will have no opportunity to evaluate the terms of transactions or other economic or financial data concerning the Company's investments. Investors in the Preferred Units must rely entirely on the management ability of and the oversight of the Company's principals.

#### Delays In Development Of Websites & Software Applications:

Delays the Manager may encounter in the selection, acquisition and development of websites and software applications could adversely affect the profitability of the Company. The Company may experience delays in identifying websites and software applications that meet the Company's ideal parameters.

#### Management's Discretion In The Future Disposition Of Assets:

The Company cannot predict with any certainty the various market conditions affecting golf technology investments which will exist at any particular time in the future. Due to the uncertainty of the market conditions which may affect the future disposition of the Company's assets, the Company cannot assure you that it will be able to sell its assets at a profit in the future. Accordingly, the timing of liquidation of the Company's assets will be dependent upon fluctuating market conditions.

Software Application investments are not as liquid as other types of assets, which may reduce economic returns to investors:

Software Application investments are not as liquid as other types of investments, and this lack of liquidity may limit our ability to react promptly to changes in economic, financial, investment or other conditions. In addition, significant expenditures associated with Software Applications, such as development, taxes and maintenance costs, are generally not reduced when circumstances cause a reduction in income from the investments. Thus, our ability at any time to sell assets or contribute assets to may be restricted. This lack of liquidity may limit our ability to respond to changes in economic financial, investment or other conditions and, as a result, could adversely affect our financial condition, results of operations, and cash flows

We may be unable to sell an asset if or when we decide to do so, including as a result of uncertain market conditions, which could adversely affect the return on an investment in the Company:

Our ability to dispose of assets on advantageous terms depends on factors beyond our control, including competition from other sellers and the availability of attractive financing for potential buyers of the assets we develop and acquire. We cannot predict the various market conditions affecting Software Application investments which will exist at any particular time in the future. Due to the uncertainty of market conditions which may affect the future disposition of the properties we acquire, we cannot assure our Members that we will be able to sell such assets at a profit in the future. Accordingly, the extent to which our Members will receive cash distributions upon fluctuating market conditions. Furthermore, we may be required to expend funds to improve Software



before an asset can be sold. We cannot assure our Members that we will have funds available to make such improvements.

Illiquidity of Software Application investments could significantly impede the company's ability to respond to adverse changes in the performance of the Company's investments and harm the Company's financial condition:

Since Software Application investments are relatively illiquid, the Company's ability to promptly sell developed assets in response to changing economic, financial and investment conditions may be limited. In particular, these risks could arise from weakness in or even the lack of an established market for an asset, changes in the financial condition or prospects of prospective purchasers, changes in local, regional, national or international economic conditions, and changes in laws, regulations or fiscal policies of jurisdictions in which the asset is owned. The Company may be unable to realize its investment objectives by sale, other disposition or refinance at attractive prices within any given period of time or may otherwise be unable to complete any exit strategy.

Assets the Company acquires may have liabilities or other problems:

The Company intends to perform appropriate due diligence for each asset it acquires. The Company also will seek to obtain appropriate representations and indemnities from sellers in respect of such investments. The Company may, nevertheless, acquire software or other websites that are subject to uninsured liabilities or that otherwise have problems. In some instances, the Company may have only limited or perhaps even no recourse for any such liabilities or other problems or, if the Company has received indemnification from a seller, the resources of such seller may not be adequate to fulfill its indemnity obligation. As a result, the Company could be required to resolve or cure any such liability or other problems, and such payment could have an adverse effect on the Company's cash flow available to meet other expenses or to make distributions to Investor Members.

Competition for investments may increase costs and reduce returns:

The Company will experience competition for Software Application investments from individuals, corporations and bank and insurance company investment accounts, as well as partnerships, investment funds, developers, pension plans, other institutional and foreign investors and other entities engaged in Software Application investment activities. Some of these competing entities may have greater financial and other resources allowing them to compete more effectively. This competition may result in the Company paying higher prices to acquire other software and websites than it otherwise would, or the Company may be unable to acquire assets that it believes meet its investment objectives and are otherwise desirable investments.

## USE OF PROCEEDS

The Company seeks to raise maximum gross proceeds of \$4,900,000 from the sale of Preferred Units in this Offering. The Company intends to apply these proceeds substantially as set forth herein, subject only to reallocation by Management in the best interests of the Company.

The proceeds of this Offering will be used to pay the expenses associated with the organization

and management of the LLC and conduct the offering and to finance acquisitions, operations, software engineering, research & development, promotion, marketing, and advertising. Management expects the LLC to be completely funded with approximately \$4,900,000 by the sale of 500 Preferred Units at \$9,800 per Unit.

## SALE OF EQUITY

| CATEGORY                              | MAXIMUM PROCEEDS |
|---------------------------------------|------------------|
| Proceeds from sale of Preferred Units | \$4,900,000      |

## OFFERING EXPENSES

| CATEGORY            | MAXIMUM PROCEEDS |
|---------------------|------------------|
| Expenses            | \$180,000        |
| Total Offering Fees | \$180,000        |

## CORPORATE APPLICATION OF PROCEEDS

| CATEGORY                                | MAXIMUM PROCEEDS |
|-----------------------------------------|------------------|
| Golf GPS App & Website Acquisitions     | \$600,000        |
| Software & Website Development          | \$2,200,000      |
| Research & Development                  | \$640,000        |
| Operations & Marketing                  | \$1,900,000      |
| Total Corporate Application of Proceeds | \$4,720,000      |

## TOTAL USE OF PROCEEDS

| CATEGORY                          | MAXIMUM PROCEEDS |
|-----------------------------------|------------------|
| Offering Expenses                 | \$180,000        |
| Corporate Application of Proceeds | \$4,720,000      |
| TOTAL PROCEEDS                    | \$4,900,000      |

Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering. This Offering is being sold by the Managing Members of the Company. No compensatory sales fees or related commissions will be paid to such Managing Members. Registered broker or dealers who are members of the FINRA and who enter into a Participating Dealer Agreement with the Company may sell units. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Preferred Units sold.

## TRANSFER AGENT & REGISTRAR

The Company will act as its own transfer agent and registrar for its units of ownership.

## PLAN OF PLACEMENT

The Preferred Units are offered directly by the Managers of the Company on the terms and conditions set forth in this Memorandum. FINRA brokers and dealers may also offer units. The Company is offering the Preferred Units on a “best efforts” basis. The Company will use its best efforts to sell the Preferred Units to investors. There can be no assurance that all or any of the Preferred Units, will be sold.

## SUBSCRIPTION FUNDS

Commencing on the date of this Memorandum all funds received by the Company in full payment of subscriptions for Preferred Units will be deposited in The Company’s operation account. The Company has set a maximum offering proceeds figure of \$4,900,000 for this Offering. After Preferred Units are sold, all subsequent proceeds from the sale of Preferred Units will be delivered directly to the Company and be available for its use. Subscriptions for Preferred Units are subject to rejection by the Company at any time.

## HOW TO SUBSCRIBE FOR PREFERRED UNITS

A purchaser of Preferred Units must complete, date, execute, and deliver to the Company the following documents, as applicable:

- An Investor Suitability Questionnaire;
- An original signed copy of the appropriate Subscription Agreement including verification of the investor’s accredited status;
- A Global Golf Tech LLC Operating Agreement; and
- A check payable to “Global Golf Tech LLC” in the amount of \$9,800 per Preferred Unit for each Preferred Unit purchased as called for in the Subscription Agreement (minimum purchase of 2 units for \$19,600).

Subscribers may not withdraw subscriptions that are tendered to the Company.

## ADDITIONAL INFORMATION

Each prospective investor may ask questions and receive answers concerning the terms and conditions of this offering and obtain any additional information which the Company possesses or can acquire without unreasonable effort or expense, to verify the accuracy of the information provided in this Memorandum. The principal executive offices of the Company are located at 32234 Paseo

Adelanto Ste F, San Juan Capistrano, CA 92675 and the telephone number is (855) 733-6157.

## ERISA CONSIDERATIONS

### GENERAL

When deciding whether to invest a portion of the assets of a qualified profit-sharing, pension or other retirement trust in the Company, a fiduciary should consider whether: (i) the investment is in accordance with the documents governing the particular plan; (ii) the investment satisfies the diversification requirements of Section 404(a)(1)(c) of Employee Retirement Income Security Act of 1974, as amended (“ERISA”); and (iii) the investment is prudent and in the exclusive interest of participants and beneficiaries of the plan.

### PLAN ASSETS

Under ERISA, whether the assets of the Company are considered “plan assets” is also critical. ERISA generally requires that “plan assets” be held in trust and that the trustee or a duly authorized Manager have exclusive authority and discretion to manage and control the assets. ERISA also imposes certain duties on persons who are “fiduciaries” of employee benefit plans and prohibits certain transactions between such plans and parties in interest (including fiduciaries) with respect to the assets of such plans. Under ERISA and the Code, “fiduciaries” with respect to a plan include persons who: (i) have any power of control, management or disposition over the funds or other property of the plan; (ii) actually provide investment advice for a fee; or (iii) have discretion with regard to plan administration. If the underlying assets of the Company are considered to be “plan assets,” then the Manager(s) of the Company could be considered a fiduciary with respect to an investing employee benefit plan, and various transactions between Management or any affiliate and the Company, such as the payment of fees to Managers, might result in prohibited transactions. A regulation adopted by the Department of Labor generally defines plan assets as not to include the underlying assets of the issuer of the securities held by a plan. However, where a plan acquires an equity interest in an entity that is neither a publicly offered security nor a security issued by certain registered investment companies, the plan’s assets include both the equity interest and an undivided interest in each of the underlying assets of the entity unless: (i) the entity is an operation company or; (ii) equity participation in the entity by benefit plan investors (as defined in the regulations) is not significant (i.e., less than twenty-five percent (25%) of any class of equity interests in the entity is held by benefit plan investors).

Benefit plan investors are not expected to acquire twenty-five percent (25%) or more of the Preferred Units offered by the Company. Management of the Company intends to preclude significant investment in the Company by such plans. Employee benefit plans (including IRAs), however, are urged to consult with their legal advisors before subscribing for the purchase of Preferred Units to ensure the investment is acceptable under ERISA regulations.



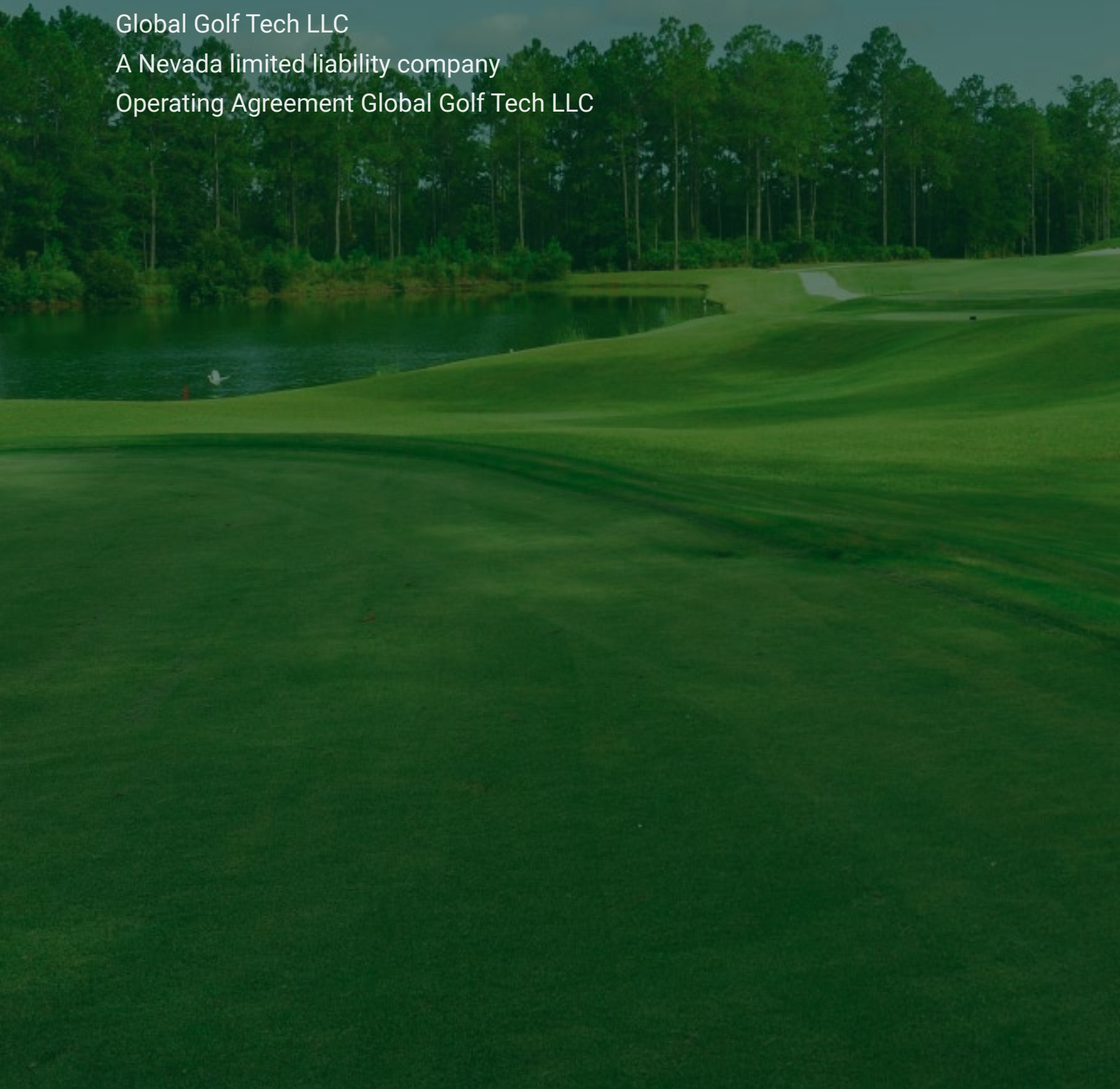
Exhibit A

# OPERATING AGREEMENT

Global Golf Tech LLC

A Nevada limited liability company

Operating Agreement Global Golf Tech LLC



**GLOBAL GOLF TECH LLC**  
A NEVADA LIMITED LIABILITY COMPANY  
OPERATING AGREEMENT  
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**OPERATING AGREEMENT**  
GLOBAL GOLF TECH LLC  
A NEVADA LIMITED LIABILITY COMPANY  
Operating Agreement Global Golf Tech LLC

This Operating Agreement (“Agreement”) is entered into and shall be effective as of March 17, 2025, (the “Effective Date”) by and among Prime Golf Innovations LLC, a Nevada limited liability company and the members of Global Golf Tech LLC, pursuant to the Subscription Applications and Agreements executed and submitted by those members (referred to individually as a “Member” and collectively as the “Members”).

**RECITALS**

The Manager (as that term is defined later in this Agreement) has formed a limited liability company pursuant to the Nevada Revised Uniform Limited Liability Company Act.

- A. The Articles of Organization of the Company, which were filed with the Nevada Secretary of State on (date), are adopted and approved by the Members.
- B. The Members and the Manager enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

Now, therefore, the Members and Manager agree as follows:

**ARTICLE I: DEFINITIONS**

Capitalized terms used in this Agreement have the meanings specified in this article or elsewhere in this Agreement and, when not so defined, will have the meanings specified in the Nevada Corporations Code.

**1.1 “Act”** means the Nevada Revised Uniform Limited Liability Company Act, including any and all amendments thereto from time to time.

**1.2 “Adjusted Capital Contribution”** is defined in Section 4.6(a) of this Agreement.

**1.3 “Adjusted Capital Account Deficit”** is defined in Section 4.3(a) of this Agreement.

**1.4 “Affiliate”** of a Member or Manager means any Person directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Member or Manager. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether by membership, ownership of voting securities, by contract, or otherwise.

**1.5 “Agreement”** means this Operating Agreement, as executed originally and as amended from time to time.

**1.6 “Available Cash”** means all net revenue from the Company’s operations, including net proceeds from all sales, refinancing’s, and other dispositions of the Company property less (i) that revenue which the Manager, in the Manager’s sole discretion, deems in excess of the amount reasonably necessary for the operating requirements of the Company, including debt reduction

and all remaining unreimbursed offering expenses and expenses incurred by the Company in connection with software development and acquisition of software and websites; (ii) Reserves as the Manager deems necessary in accordance with good business practices to pay future Company expenses; and (iii) any and all amounts determined by the Manager to be necessary to fund income tax liabilities of Members.

**1.7 “Book Adjustments”** means, for any time of Company assets for each fiscal year of the Company, adjustments with respect to Book Value for depreciation, cost recovery, or other amortization deduction or gain or loss computed, including Book Depreciation.

**1.8 “Book Depreciation”** means, for any time of Company assets for each fiscal year of the Company, a percentage of depreciation or other cost recovery deduction allowable for federal income tax purposes for that item during that fiscal year equal to the result (expressed as a percentage) obtained by dividing (1) the Gross Asset Value of that item at the beginning of that fiscal year (or the acquisition date during that fiscal year) by (2) the federal adjusted tax basis of that item at the beginning of that fiscal year (or the acquisition date during that fiscal year). If the adjusted tax basis of such an item is zero, the Manager may determine Book Depreciation; provided, however, that such determination is done in a reasonable and consistent manner.

**1.9 “Capital Amount”** means the account maintained for each Member, consisting of the Member’s initial Capital Contribution and adjusted in accordance with Section 3.8 of this Agreement.

**1.10 “Capital Contribution”** means the amount of money contributed and the fair market value of any asset contributed to the Company by a Member (net of liabilities secured by the contributed asset that the Company is considered to assume or take “subject to” pursuant to IRC (as that term is defined later in this Agreement) in consideration of a Percentage Interest held by that Member. A Capital Contribution shall not be a loan.

**1.11 “Capital Event”** means a sale or disposition of any of the Company’s assets, the receipt of insurance and other proceeds because of an involuntary conversion of any of the Company assets, the receipt of proceeds from a refinancing of any of the Company’s assets, or a similar event with respect to the Company’s assets.

**1.12 “Company”** means Global Golf Tech LLC, a Nevada limited liability company.

**1.13 “Corporations Code”** means the Nevada Corporations Code, as amended from time to time..

**1.14 “Electronic Transmission”** has the meanings specified in and contemplated by Corporations Code.

**1.15 “Gross Asset Value”** means, for any item of property of the Company, that item’s adjusted basis for federal income tax purposes, except:

- (a) The initial Gross Asset Value of any asset contributed by a Member to the Company will be the fair market value of that asset, as agreed by the contributing Member and the Company;
- (b) The Gross Asset Value of any time of Company property will be adjusted as of (1) the acquisition of an interest or additional interest in the Company by a new or existing Member in exchange for more than a de minimis Capital Contribution; (2) the distribution of money or other assets (other than a de minimis amount) by the Company to a Member as consideration for a Transferable Interest; and (3) the liquidation of the Company; provided, however,

that adjustments pursuant to clauses (1) and (2) of this paragraph will be made only if the Manager has determined that the Company must revalue its assets.

- (c) The Gross Asset Value of any Company asset distributed to any Member will be the book value of that asset on the date of such distribution; and
- (d) The Gross Asset Value of Company assets shall be increased (or decreased) to accommodate any adjustments to the adjusted tax basis of those assets pursuant to IRC Section 734(b) or 743(b), subject to the limitation imposed by IRC Section 755 and only to the extent that those adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); and if the Gross Asset Value of an asset has been determined or adjusted pursuant to Paragraph (a), (b), or (d) of this section, that Gross Asset Value will thereafter be adjusted by the Book Adjustments, if any, taken into account for that asset for purposes of computing Profits and Losses.

**1.18 “Involuntary Transfer”** means, with respect to any Membership Interest, or any part of such Membership Interest, any Transfer or Encumbrance, whether by operation of law, pursuant to court order, execution of a judgment or other legal process, or otherwise, including a purported Transfer to or from a trustee in bankruptcy, receiver, or assignee for the benefit of creditors.

**1.19 “IRC”** means the Internal Revenue Code of 1986, as amended, and any successor provision.

**1.20 “Losses”** is defined in Section 1.35 of this Agreement.

**1.21 “Majority of Members”** means a Member or Members whose Percentage Interests represent more than 50% of the Percentage Interests of all the Members.

**1.22 “Manager”** means Prime Golf Innovations LLC, a Nevada limited liability company or any Person who succeeds the Manager and becomes a Manager in accordance with this Agreement.

**1.23 “Member”** means a (i) subscribing Member or a Person that acquires a Membership Interest, as permitted pursuant to this Agreement; and (ii) who has not ceased to be a Member pursuant to this Agreement or for any other reason.

**1.24 “Member Nonrecourse Debt”** is defined in Section 4.2(c) of this Agreement.

**1.25 “Member Nonrecourse Debt Minimum Gain”** is defined in Section 4.2(d) of this Agreement.

**1.26 “Member Nonrecourse Deductions”** is defined in Section 4.2(e) of this Agreement

**1.27 “Membership Interest”** means a Member’s entire interest and rights in the Company, collectively, including the Member’s Transferable Interest, and any right to information concerning the business and affairs of the Company.

**1.28 “Nonrecourse Deductions”** is defined in Section 4.2(f) of this Agreement.

**1.29 “Nonrecourse Liability”** is defined in Section 4.2(g) of this Agreement.

**1.30 “Notice”** means a notice in writing required or permitted pursuant to this Agreement. A Notice will be deemed given or sent when deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mail; when delivered to Federal Express, United Parcel Service, or similar nationally recognized overnight courier service, for overnight delivery, charges prepaid or charged to the sender’s account; when personally delivered to the recipient; when trans-

mitted by Electronic Transmission by or to the Company; or when delivered to the home or office of a recipient in the care of a person whom the deliverer has reason to believe will promptly communicate the Notice to the recipient. Any correctly addressed Notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date that such Notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any Member may change that Member's address, electronic mail address, or facsimile telephone number by giving the Manager Notice of that change.

**1.31 "Offering"** means the and sale of Preferred Units in the Company at a purchase price of \$9,800 per Preferred Unit, made in reliance on the provisions of Section 4(a)(2) of the Securities Act of 1933 and Rule 506(c) of Regulation D promulgated by the Securities and Exchange Commission.

**1.32 "Percentage Interest"** means a fraction, expressed as a percentage, the numerator of which is the total of an Investor Member's Capital Account and the denominator of which is the total of the Capital Accounts of all Investor Members.

**1.33 "Person"** means an individual, general partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

**1.34 "Private Placement Offering Memorandum"** means the private placement offering memorandum dated January 15, 2025, which furnished by the Company to prospective purchasers of Preferred Units of the Company prior to their purchase of the Preferred Units.

**1.35 "Profits" and "Losses"** mean, for each fiscal year or other period specified in this Agreement, an amount equal to the Company's taxable income or loss for that year or period, determined in accordance with IRC Section 703(a)(1), with the following adjustments:

- (a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses will be added to taxable income or loss;
- (b) Any expenditures of the Company described in IRC Section 705(a)(2)(B) or treated as IRC Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.7041(b)(2)(iv) (i) and not otherwise taken into account in computing Profits or Losses will be subtracted from taxable income or will increase that loss; and
- (c) Notwithstanding the foregoing provisions of this section, any items of income, gain, loss, or deduction that are specially allocated will not be taken into account in computing Profits or Losses pursuant to this Agreement.

**1.36 "Proxy"** means a written authorization signed or an Electronic Transmission authorized by a Managing Member or that Managing Member's attorney-in-fact giving another Person the power to exercise the voting rights of that Managing Member. A Proxy may not be transmitted orally.

**1.37 "Regulations," "Reg," or "Treasury Reg,"** means the income tax regulations promulgated by the United States Department of the Treasury and published in the Federal Register for the purpose of interpreting and applying the provisions of the IRC, as those Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.

**1.38 "Reserves"** means the aggregate of reserve amounts that the Manager, in the Manager's sole



discretion, deems reasonably necessary to satisfy and pay accrued or contingent liabilities of the Company, reasonably anticipated operating expenses, and working capital requirements.

**1.39 “Subscription Application and Agreement”:** The document entitled “Global Golf Tech LLC, Subscription Documents”, which is included in the Private Placement Offering Memorandum and which each Person desiring to become an Investor Member must complete, execute, acknowledge and deliver to the Company for review by the Company.

**1.40 “Substituted Member”** is defined in Section 8.8 of this Agreement.

**1.41 “Syndication Expenses”** means expenses paid or incurred in connection with the issuing and marketing of interests in the Company, including state (“Blue Sky”) filing fees, legal fees of the Company for consultations relating to the requirements of the applicable federal and state securities laws and for tax advice pertaining to the adequacy of tax disclosures in the Private Placement Offering Memorandum, accounting fees, and printing/binding costs of offering materials.

**1.42 “Tax Item”** means each item of income, gain, loss, deduction, or credit of the Company.

**1.43 “Tax Matters Partner”** means the Person designated by the provisions of Section 6.7 of this Agreement.

**1.44 “Transfer”** means any sale, transfer, assignment, gift, Involuntary Transfer, Encumbrance, or other disposition of a Membership Interest or any part of a Membership Interest, directly or indirectly, including by operation of law, under court order, foreclosure of a security interest, execution of a judgment or other legal process, or otherwise, including a purported transfer to or from a trustee in bankruptcy, receiver, or assignee for the benefit of the creditors, but excluding an Encumbrance that is expressly permitted under this Agreement.

**1.45 “Transferable Interest”** means the right, as originally associated with a Person’s capacity as a Member, to receive distributions from the Company in accordance with the terms of this Agreement, whether or not the Person remains a Member, and the right to information with respect to the Company as provided to a “transferee” pursuant to Corporations Code 17704.10.

**1.46 “Transferee”** means a Person who has acquired all or part of a Member’s Transferable Interest in the Company, by way of a Transfer, in accordance with the terms of this Agreement but who has not become a Member.

**1.47 “Transferring Member”** means a Member who, by a Transfer, has transferred that Member’s Transferable Interest in the Company to a Transferee.

**1.48 “Triggering Event”** is defined in Section 8.4 of this Agreement.

**1.49 “Preferred Unit”** means a ratable interest in the Company of an Investor Member, representing a Capital Contribution of \$9,800 per Preferred Unit and shall entitle the holder thereof to an interest in the income, gains, losses, deductions, credits and distributions of the Company.

**1.50 “Common Unit”** means a ratable interest in the Company of a Managing Member and shall entitle the holder thereof to an interest in the income, gains, losses, deductions, credits and distributions of the Company.

**1.51 “Vote”** means a written consent or approval, a ballot cast or a voice vote at a meeting, or

consent given by Electronic Transmission to the Company. Common Units have voting interest in the Company. Preferred Units have non-voting interest in the Company.

**1.52 “Voting Interest”** means, with respect to a Member, the right to Vote or participate in management and any right to information concerning the business and affairs of the Company pursuant to the Act, except as limited by the provisions of this Agreement. A Member’s Voting Interest shall be directly proportional to that Member’s Percentage Interest.

**1.53 “Writing”** whether or not capitalized, includes any form of recorded message capable of comprehension by ordinary visual means, and when used to describe communications among the Company and the Members, “writing” and “written” shall include Electronic Transmission as defined in Corporations Code 17701.02(i).

## **ARTICLE II: ARTICLES OF ORGANIZATION, NAMES, ADDRESSES, PURPOSE AND MANAGER**

**2.1 Articles of Organization.** The Articles of Organization of the Company were filed with the Nevada Secretary of State on March 17, 2025. A copy of the Articles of Organization as filed is attached to this Agreement as Exhibit 2.1.

**2.2 Name of Company.** The name of the Company is Global Golf Tech LLC. The business of the Company may be conducted using that name, or, in compliance with applicable laws, any other name that the Manager deems appropriate.

**2.3 Address of Company.** The principal executive office and mailing address of the Company shall be 32234 Paseo Adelanto Ste F, San Juan Capistrano, CA 92675, or any other place or places determined by the Manager from time to time.

**2.4 Business Purpose.** The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized pursuant to the Act, including, but not limited to, the acquisition, development, improvement and operation of software applications and websites.

**2.5 Classification of the Company.** The Members intend the Company to be a limited liability company pursuant to the Act, classified as a partnership for federal and, to the maximum extent possible, state income taxes. The rights and liabilities of the Investor Members and Managing Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Investor Member or Managing Member are different because of any provision or this Agreement than those rights and obligations would be in the absence of that provision, this Agreement shall control to the extent permitted by the Act. Neither the Managing Member nor any Investor Member shall take any action inconsistent with the intent of the parties specified in this Agreement.

**2.6 Term of Existence.** The term of the Company commenced on the date of the filing of the Articles of Organization with the Nevada Secretary of State and shall remain effective until the earlier to occur of the expiration of that twenty (20) year period immediately thereafter or sooner as provided in this Agreement.

**2.7 Investor Members.** The names and addresses (including facsimile, telephone numbers and email addresses) of the Investor Members. Each Person that desires to become an Investor Member must complete, execute, acknowledge and submit to the Manager the Subscription Application and Agreement. Upon the acceptance by the Manager of the Subscription Application and Agreement submitted by that Person, that Person shall be admitted as an Investor Member.

**2.8 Manager.** The Company shall be manager managed. The Manager of the Company shall be Prime Golf Innovations LLC, a Nevada limited liability company whose address is 32234 Paseo Adelanto Ste F, San Juan Capistrano, CA 92675. Relevant provisions of the Subscription Application and Agreement specify that, by completing and signing such application, each prospective purchaser of Preferred Units ratifies, confirms, and approves the appointment and election of Prime Golf Innovations LLC, as the Manager of the Company.

### **ARTICLE III: CAPITAL AND CAPITAL CONTRIBUTIONS**

**3.1 Capital Contributions by Investor Members.** Each Investor Member shall contribute to the Company \$9,800 per Preferred Unit, which shall thereafter be deemed the Investor Member's Capital Contribution. The minimum number of Preferred Units that must be subscribed for is 2 (\$19,600) (payable as provided in the Subscription Application and Agreement), unless at the Manager's discretion a purchase of fewer Preferred Units is approved. Each Person who subscribes for at least 2 Preferred Units (or an approved purchase of fewer Preferred Units by the Manager) shall acquire an interest in the Company. The Capital Contributions may be used by the Manager for any Company purpose at any time.

**3.2 No Additional Capital Contributions.** The Capital Contributions described in Section 3.1 shall constitute the full and complete obligations of the Members to contribute funds to the Company. No additional funds or other assets shall be required of any Investor Member.

**3.3 No Return of Investor Member's Capital Contribution.** An Investor Member shall not be entitled to a return or withdraw of any part of that Investor Member's Capital Contribution or to receive any distributions, whether of money or property, from the Company, except as specified in this Agreement.

**3.4 Limited Liability of Investor Members.** An Investor Member shall not be obligated by, or be personally liable for, the debts, contracts, expenses, liabilities, or other obligations of the Company except to the extent of such Investor Member's Capital Contributions and such Investor Member's share of undistributed Company income, if any and as otherwise provided in the Act. When an Investor member has rightfully recovered the return in whole or in part of such Investor Member's Capital Contribution, such Investor member shall remain liable to the Company for a period of one year thereafter for any amount, not in excess of such return, with interest, necessary to discharge such Investor Member's liability to all creditors who extended credit or whose claim arose during the period the Capital Contribution was held by the Company.

**3.5 Limited Liability of Manager for Capital Contributions.** The Manager shall not be liable for the return of any portion of the Capital Contributions of the Investor Members; the return of those Capital Contributions shall be made solely from the Company assets; provided, however, the Man-

ager shall not be required to pay the Company or any Investor Member any deficit in any Investor Member's Capital Account on dissolution or otherwise. In the event that a Capital Contribution is to be paid, no Investor Member or Manager shall have the right to demand or receive assets other than cash, except as specifically provided for in this Agreement.

**3.6 No Interest.** Except as hereinafter specified, no interest shall be paid on Capital Contributions or on the balance of any Investor Member's Capital Account: provided, however, interest shall be paid to Investor Members on funds submitted for the purchase of Preferred Units.

**3.7 No Priority of Treatment.** No Investor Member will have priority as to any other Investor Member with respect to the return of any Capital Contribution or distributions or allocations of Available Cash, income, gain, losses, deductions, credits, or items thereof.

**3.8 Capital Accounts.** An individual Capital Account for each Investor Member will be maintained in accordance with the requirements of Treasury Regulations Section 1.704-1(b)(2)(iv) and adjusted in accordance with the following provisions:

- (a) Each Investor Member's Capital Account shall be increased by such Investor Member's Capital Contributions, that Investor Member's share of Profits, and any items in the nature of income or gain that are specially allocated to that Investor Member pursuant to this Agreement.
- (b) Each Investor Member's Capital Account shall be increased by the amount of any Company liabilities assumed by that Investor Member, subject to and in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv)(c).
- (c) Each Investor Member's Capital Account will be decreased by (a) the amount of cash distributed to that Investor Member; (b) the fair market value of any asset of the Company so distributed, net of liabilities secured by the distributed asset is considered to assume or to be subject to under IRC Section 752; and (c) the amount of any items in the nature of expenses or losses that are specially allocated to that Investor Member pursuant to this Agreement.
- (d) The Investor Member's Capital Account will be reduced by the Investor Member's share of any expenditures of the Company described in IRC Section 705(a)(2)(B) or that are treated as IRC Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i) (including Syndication Expenses and losses nondeductible pursuant to IRC Section 267(a)(1) or 707(b).
- (e) If any Transferable Interest (or portion thereof) is Transferred, the Transferee of that Transferable Interest (or portion thereof) will succeed to the transferor's Capital Account corresponding to that interest or portion.
- (f) The Investor Member's Capital Account will be increased or decreased as necessary to accommodate a re-valuation of the Company's assets in accordance with the requirements of Treasury Regulations Section 1.7041(b)(2)(iv)(f) and 1.704-1(b)(2)(iv)(g), including the special rules pursuant to Treasury Regulations Section 1.701-1(b)(4), as applicable. The provisions of this Agreement regarding the maintenance of Capital Accounts are intended to

comply with Treasury Regulations Section 1.704-1(b) and will be interpreted and applied in a manner consistent with those Regulations.

## **ARTICLE IV: ALLOCATIONS AND DISTRIBUTIONS**

**4.1 Allocation of Profits and Losses.** Profits and Losses and all items of Company income, gain, loss, deduction, or credit will be allocated, for Company book purposes and for tax purposes, to each Member in accordance with that Member's Percentage Interest.

**4.2 Definitions Regarding Special Allocations.** The following definitions will apply with respect to Article IV.

- (a) "Adjusted Capital Account Deficit" means, with respect to any Investor Member, the deficit balance, if any, in that Investor Member's Capital Account as of the end of the relevant fiscal year of the Company, after that Investor Member's Capital Account has been (1) increased by the amount of that Investor Member's Share of Company Minimum Gain and Investor Member Nonrecourse Debt Minimum Gain, and (2) decreased by the amount of the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4)-(6). This definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and will be interpreted consistently with that regulation.
- (b) "Company Minimum Gain" has the meaning specified in Treasury Regulations Section 1.704-2(d).
- (c) "Investor Member Nonrecourse Debt" is defined in Treasury Regulations Section 1.704-2(b)(4).
- (d) "Investor Member Nonrecourse Debt Minimum Gain" for a fiscal year of the Company means the net increase in Minimum Gain attributable to Investor Member Nonrecourse Debt, determined as specified in Treasury Regulations Section 1.704-2(i)(2).
- (e) "Investor Member Nonrecourse Deductions" has the meaning specified in Treasury Regulations Section 1.704-2(i)(2). For any Company fiscal year, the amount of Investor Member Nonrecourse Deductions with respect to an Investor Member Nonrecourse Debt equals the net increase during that fiscal year in Investor Member Nonrecourse Debt Minimum Gain attributable to that Investor Member Nonrecourse Debt during that fiscal year, reduced (but not below zero) by the amount of any distributions during that year to the Investor Member which has the economic risk of loss for Investor Member Nonrecourse Debt if the distributions are both (1) from the proceeds of the Investor Member Nonrecourse Debt and (2) are allocable to an increase in Investor Member Nonrecourse Debt Minimum Gain attributable to the Investor Member Nonrecourse Debt, all as determined according to the provisions of Treasury Regulations Section 1.704-2(i)(2). In determining Investor Member Nonrecourse Deductions, the ordering rules of Treasury Regulations Section 1.704-2(j) will be followed.
- (f) "Nonrecourse Deductions" has the meaning specified in Treasury Regulations Section 1.704-2(c). The amount of Nonrecourse Deductions for a Company fiscal year equals the net increase in the amount of Company Minimum Gain during that fiscal year, reduced (but not below zero) by the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum



Gain.

- (g) "Nonrecourse Deductions" has the meaning specified in Treasury Regulations Section 1.752-1(a)(2).

**4.3 Certain Special Allocations.** The following special allocations will be made in the following order:

- (a) **Company Minimum Gain Chargeback.** If there is a net decrease in Company Minimum Gain during a fiscal year, each Member will be allocated, before any other allocation pursuant to this section, items of Company income and gain for that fiscal year equal to that Member's share of the net decrease in Company Minimum Gain as determined in accordance with Treasury Regulations Section 1.704-2(g)(2).
- (b) **Nonrecourse Debt Minimum Gain Chargeback.** If there is a net decrease in Member Nonrecourse Debt Minimum Gain during a fiscal year (as defined in the Regulations), any Member with a share of the Member Nonrecourse Debt Minimum Gain attributable to that Member's Nonrecourse Debt as of the beginning of that fiscal year shall be allocated items of Company income and gain for that year (and, if necessary, subsequent years) equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. A Member's share of net decrease in Member Nonrecourse Debt Minimum Gain will be determined pursuant to Treasury Regulations Section 1.704-2(g)(2). A Member will not be subject to the foregoing chargeback to the extent permitted pursuant to Treasury Regulations Section 1.704-2(i)(4).
- (c) **Qualified Income Offset.** If any Member unexpectedly receives an adjustment, allocation, or distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), that Member will be allocated items of Company income and gain (consisting of a pro-rata portion of each item of Company income, including gross income and gain for that fiscal year) in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of that Member as quickly as possible; provided that an allocation pursuant to this section will be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Agreement have been made as if this section was not in this Agreement.
- (d) **Gross Allocation.** In the event, any Investor Member has a deficit Capital Account at the end of any Company fiscal year in excess of the sum of:
  - (1) The amount that Investor Member is obligated to restore pursuant to any provision of this Agreement, and
  - (2) The amount that Investor Member is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-2(g)(1), (i)(5), each such Investor Member will be specially allocated items of Company income in the amount of the excess as quickly as possible; except that an allocation pursuant to this section will be made only if and to the extent that such Investor Member would have a deficit Capital Account in excess of that sum after all other allocations provided for in this Article IV have been made as if Section 4.4(c) and this section were not in this Agreement.

- (e) Investor Member Nonrecourse Deductions. Any Investor Member Nonrecourse Deductions of any Company asset fiscal year will be specially allocated to the Investor Member who has the economic risk of loss with respect to that Investor Member Nonrecourse Debt to which those Investor Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1).
- (f) Nonrecourse Deductions. Nonrecourse Deductions for any Company fiscal year will be specially allocated in proportion to their respective allocations of Profits for that fiscal year.
- (g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company pursuant to IRC Section 734(b) or 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of that Member's Membership Interest, the amount of the adjusted to Capital Accounts will be treated as an item of gain or loss, and that gain or loss will be specially allocated to the Members in accordance with their Membership Interests in the event that Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom that distribution was made in the event that Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

**4.4 Allocations of Investor Member Nonrecourse Deductions.** Investor Member Nonrecourse Deductions for any fiscal year of the Company will be allocated to the Investor Members in the same proportion as Profits are allocated pursuant to Section 4.1 of this Agreement; provided, however, that any Investor Member Nonrecourse Deductions for any such fiscal year or other period will be allocated to the Investor Member who has (or is deemed to have) the economic risk of loss with respect to the Investor Member Nonrecourse Debt to which those Investor Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(2).

**4.5 Allocation of Profits from Capital Events.** In any fiscal year of the Company, Profits in excess of Losses of the Company resulting from a Capital Event in that fiscal year will be allocated to the Members in the following order:

- (a) To Investor Members whose Adjusted Capital Contributions are in excess of their Capital Accounts, in proportion to those excesses, until all of those excesses have been eliminated. "Adjusted Capital Contributions" means, with respect to each Investor Member, the amount of that Investor Member's contribution to the capital of the Company that exceeds all prior distributions to that Investor Member that have resulted from Capital Events.
- (b) Amount the Investor Members in the proportion that the Capital Contribution of each Investor Member has to the total Capital Contributions of all Investor Members.

**4.6 Allocation of Losses from Capital Events.** In any Company fiscal year, Losses in excess of Profits of the Company, resulting from a Capital Event in that fiscal year, will be allocated to the Investor Members with positive Capital Accounts, in proportion to their positive Capital Account balances, until no Investor Member has a positive Capital Account. For this purpose, Capital Accounts will be reduced by the adjustments specified in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4)-(6).

**4.7 Allocations Regarding Asset Distributions.** Any unrealized appreciation or unrealized depre-

ciation in the values of Company assets distributed in kind to all the Members will be treated in accordance with applicable law.

#### **4.8 Revaluation of Company Assets.**

- (a) The Gross Asset Value of all Company assets will be adjusted on the (1) acquisition of an interest or additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contributions; (2) distribution of money or other property (other than a de minimis amount) by the Company to a Member as consideration for a Transferable Interest in the Company; and (3) liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (1) and (2) above will be made only in the event of a revaluation of Company property pursuant to Section 3.3(g) of this Agreement in accordance with Treasury Regulations Section 1.704(b)(2)(iv)(f).
- (b) The Gross Asset Value of Company assets will be increased or decreased to accommodate adjustments to the adjusted tax basis of that asset.
- (c) If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to this Agreement, the Gross Asset Value will be adjusted by the Book Depreciation, if any, taken into account with respect to that asset for purposes of computing Profits and Losses.

**4.9 Compliance with Law and Regulations.** It is the intent of the parties that each parties allocated share of Company Tax Items be determined in accordance with this Agreement to the fullest extent permitted by IRC Section 704(b)-(c). Notwithstanding anything to the contrary in this Agreement, if the Company is advised that, as a result of the adoption of new or amended regulations pursuant to IRC Section 704(b)-(c), or the issuance of authorized interpretations, it is probable that the allocations specified in this Agreement will not be allowed for federal income tax purposes, the Manager is granted the power to amend the allocation provisions of this Agreement, on advice of accountants and legal counsel, to the minimum extent necessary for the allocation provisions to be respected for federal income tax purposes.

**4.10 Allocations Among Transferor and Transferee.** In the event of a Transfer of a Transferable Interest during any fiscal year of the Company, the Assigning Member and Assignee will each be allocated Profits or Losses determined by the respective number of days that such Assigning Member and that Assignee held that Transferable Interest during that fiscal year. If that Assigning Member and that Assignee agree to a different proration and inform the Manager of the agreed different proration before the date of the respective proration Transfer, Profits or Losses from a Capital Event during that fiscal year will be allocated to the holder of that Transferable Interest on the day the Capital Event occurred. If an Assignee makes a subsequent Transfer of that Transferable Interest, that Assignee will be considered an "Assigning Member" with respect to the subsequent Transfer for purposes of these allocations.

**4.11 Distributions of Available Cash from Business Operations.** 10% of Available Cash, other than revenue or proceeds from a Capital Event or dissolution of the Company, shall be allocated and distributed to the Managing Members and 90% of such Available Cash shall be distributed among the Investor Members in accordance with their respective Percentage Interests as soon as practicable following the Manger's determination that such cash is available for distribution. Once Investor Members have received their initial investment then the percentage of distributions will

change to 25% to the Managing Members and 75% to the Investor Members. The Investor Members acknowledge that no assurances can be given about when or whether cash shall be available for distribution to the Investor Members.

**4.12 Available Cash from Capital Events.** Available Cash resulting from a Capital Event (as distinguished from normal business operations or the dissolution of the Company) available for distribution will be allocated and distributed to the manager and distributed among the Investor Members in accordance with their respective Percentage Interests as soon as practicable following the Manager's determination that such cash is available for distribution. The Investor Members acknowledge that they have received no assurances about when or whether cash will be available for distribution.

**4.13 Noncash Proceeds.** If the proceeds from a sale or other disposition of an item of Company property consist of assets other than cash, the value of that asset will be determined by the Manager. If noncash proceeds are subsequently converted to cash, the Manager, in the Manager's sole discretion, will determine whether such cash resulted from operations or a Capital Event.

**4.14 Liquidating Proceeds.** Notwithstanding any other provision of this Agreement to the contrary, when there is a distribution in liquidation of the Company, or when any Member's Interest is liquidated, all items of income and loss first will be allocated to the Members' Capital Accounts pursuant to this Agreement, and other credits and deductions to the Members' Capital Accounts will be made before the final distribution is made. The final distribution to the Members will be made to the Members to the extent of and in proportion to their positive Capital Account balances. The provisions of this section will be construed in accordance with the requirements of Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2).

## **ARTICLE V: MANAGEMENT**

**5.1 Management of Business.** The business of the Company shall be managed by Prime Golf Innovations LLC, a Nevada limited liability company, or a successor Manager selected in the manner specified in Section 5.3. Except as otherwise specified in this Agreement, all decisions concerning the management of the Company's business shall be made by the Manager.

**5.2 Term of Manager.** The Manager will serve until the earlier of (a) the Manager's resignation, retirement, death, or disability; (b) the Manager's removal by a Majority of the Members, subject to the rights, if any, of the Manager under any service contract with the Company; or (c) the expiration of that Manager's term as Manager, if such a term has been designated by a Majority of the Members.

**5.3 Appointment and Removal of Manager.** A new Manager shall be appointed by a Majority of Members for (a) a term expiring on the date of removal by a Majority of the Members with the corresponding appointment of a successor Manager, or (b) a term expiring on a particular date specified by a Majority of the Members in connection with that appointment. A Manager who is not also a Member may be removed with or without cause at any time by action of a Majority of the Members. A Manager who is a Member may be removed only on the Vote on all of the other Members. Any removal of a Manager shall be without prejudice to the rights of the Manager, if any, pursuant to a service agreement.

**5.4 Power and Authority of the Manager.** The Manager shall have, subject to any limitations imposed in the Act, the power and authority on behalf of the Company to do or cause to be done any and all acts deemed by the Manager to be necessary or appropriate in connection with the management and operation of the business of the Company.

**5.5 Restriction of Manager's Powers.** The Manager shall not take any of the following actions for or on behalf of the Company unless a Majority of Members has consented to the taking of that action:

- (a) Any act that would make it impossible to carry on or conduct the ordinary business of the Company;
- (b) Any confession of a judgment against the Company;
- (c) The dissolution of the Company;
- (d) The disposition of all or a substantial part of the Company's assets not in the ordinary course of business;
- (e) The filing of a petition in bankruptcy or entering into an arrangement among the Company's creditors;
- (f) Amendment of this Agreement;
- (g) The entering into, on behalf of the Company, of any transaction constituting a "reorganization" within the meaning of Corporations Code Section 17711.01; and
- (h) Except as otherwise by applicable provisions of the Act, any other action outside of the ordinary course of the Company's activities.

**5.6 Time Devoted To Company.** It is acknowledged that the Manager has other business interests to which the Manager devotes part of the Manager's time. The Manager shall devote as much time and resources to the conduct of the business of the Company as the Manager, in the Manager's own good faith and discretion, deems necessary.

## **5.7 Compensation.**

1.1.1 The Manager shall not receive an organization fee for services rendered in connection with the organization of the Company;

1.1.2 The Company shall reimburse the Manager for all expenses incurred by the Manager in the performance of the Manager's duties in connection with the organization of the Company and the Offering. The Manager shall be reimbursed for such expenses out of the gross proceeds of the Offering.

1.1.3 The Manager shall be paid for business development, software development, app development, R&D, marketing, and daily operations.

1.1.4 In addition to those fees contemplated by the provisions of sub-section 5.7.2 and 5.7.3 above, each month during the term of the Company, the Manager will hire and pay Global Golf Tech employees the Manager deems necessary for conducting day-to-day administrative operations out of the Operations Budget and gross revenues of the Company.



**5.8 Assignments of Distributions.** The Manager may assign any or all of its interest in the distributions from the Company; provided, however, any assignee of any such interest shall not become a Manager. Additionally, any such assignment shall not relieve the Manager of its obligations pursuant to this Agreement.

**5.9 Title to Assets.** The Manager shall cause all assets of the Company to be held in the name of the Company.

## **ARTICLE VI: ACCOUNTS AND ACCOUNTING**

**6.1 Books of Account.** Complete books of account of the Company's business, in which each Company transaction will be completely and accurately entered, shall be kept at the Company's principal executive office and other locations that the Manager determines from time to time and open to inspection and copying on reasonable Notice by any Member or that Member's authorized representatives during normal business hours. The costs of such inspection and copying will be paid by that Member.

**6.2 Banking.** All funds of the Company will be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company, at locations determined by the Manager. Withdrawal from those accounts will require only the signatures of that Person or those Persons as designated by the Manager.

**6.3 Method of Accounting.** Financial books and records of the Company shall be kept on the accrual method of accounting, which shall be the method of accounting used by the Company for federal income tax purposes. The financial statements of the Company will be prepared in accordance with generally accepted accounting principles and appropriate and adequate for the Company's business and for effectuating the intents and purposes of this Agreement. The fiscal year of the Company will be January 1 through December 31.

**6.4 Books and Records.** At all times during the term of existence of the Company, and beyond that term, if the Manager deems it necessary, the Manager shall keep or cause to be kept the books and referred to in Section 6.1 of this Agreement, and

- (a) A current list of the complete name and last known business or residence of each Member and holder of a Transferable Interest, together with the Capital Contribution and the share in Profits and Losses of that Member and holder of Transferable Interest.
- (b) A current list of the complete name and business or residence address of the Manager.
- (c) A copy of the Company's Articles of Organization and all amendments thereto.
- (d) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years.
- (e) An original executed copy or counterparts of this Agreement, as amended.
- (f) Any powers of attorney pursuant to which the Company's Articles of Organization, or any amendments to those Articles of Organization were executed.
- (g) Financial statements of the Company for the six most recent fiscal years.
- (h) The books and records of the Company as they relate to the Company's affairs for the cur-

rent and past 6 fiscal years.

If the Manager determines that any of the foregoing items will be kept beyond the term of existence of the Company, the custodian of those items will be as designated by the Manager.

**6.5 Financial Statements.** At the end of each fiscal year, the books of the Company shall be closed and examined, statements specifying the financial condition of the Company and its Profits or Losses shall be prepared, and a report about those matters shall be issued by the Company's certified public accountants. Copies of the financial statements shall be given to all Members. In addition, all Members shall receive, not less frequently than at the end of each calendar quarter, copies of such financial statements regarding the previous calendar quarter as may be prepared in the ordinary course of business by the Manager or accountants selected by the Manager. The Manager shall cause an annual report to be sent to each Member within 120 calendar days after the end of the fiscal year of the Company. The annual report may be sent by electronic transmission by the Company and shall include:

- (a) A balance sheet and income statement, and a statement of cash flows of the Company as of the close of the fiscal year: and
- (b) A statement showing the Capital Account of each Member as of the close of the fiscal year and the distributions, if any, made to each Member during the fiscal year.

**6.6 Income Tax Matters.** As soon as available after the end of each fiscal year of the Company, the Manager will send to each of the Members and Transferees all information necessary for the Members and Transferees to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for that year.

**6.7 Tax Matters Partner.** The Manager will act as the Tax Matters Partner of the Company pursuant to IRC Section 6231(a)(7).

**6.8 Authorized Actions of Tax Matters Partner.** The Tax Matters Partner is authorized to do the following:

- (a) Keep the Members informed of administrative and judicial proceedings for the adjustment of Company items (as defined in IRC Section 6231 (a)(3)) at the Company level, as required pursuant to IRC Section 6223(g) and the implementing Regulations;
- (b) Enter settlement agreements pursuant to IRC Section 6224(c)(3) and applicable Regulations with the Internal Revenue Service or the Secretary of the Treasury (the "Secretary") with respect to any tax audit or judicial review, pursuant to which settlement agreements the Tax Matters Partner may expressly agree that such settlement agreement will obligate the other Members, except that no settlement agreement will obligate any Member who (within the time prescribed pursuant to the IRC and Regulations) files a statement with the Secretary which specifies that the Tax Matters Partner will not have the authority to enter into a settlement agreement on behalf of that Member; (c) On receipt of a notice of a final Company administrative adjustment, to file a petition for readjustment of the Company items with the Tax Court, the District Court of the United States for the district in which the Company's principal place of business is located, or the United States Court of Federal Claims, all as contemplated pursuant to IRC Section 6226(a) and applicable Regulations; (d) File requests for

administrative adjustment of Company items on Company tax returns pursuant to IRC Section 6227(b) and applicable Regulations; and, to the extent those requests are not allowed in full, file a petition for adjustment with the Tax Court, the District Court of the United States for the district in which the Company's principal place of business is located, or the United States Court of Federal Claims, all as contemplated pursuant to IRC Section 6228(a); and (e) To take any other action on behalf of the Members of the Company in connection with any administrative or judicial tax proceeding to the extent permitted by law or regulations, including retaining tax advisers (at the expense of the Company) to whom the Tax Matters Partner may delegate such rights and duties as deemed necessary and appropriate.

## **ARTICLE VII: MEMBERSHIP: MEETINGS, VOTING, INDEMNIFICATION**

**7.1 Rights of Members.** There will be two classes of memberships. Managing Members will own Common Units. Investor Members will own Preferred Units. Members holding Common Units shall have the right and power to appoint, remove, and replace Managers of the Company and the right to Vote regarding all matters in proportion to that Member's Percentage Interest. Members holding Preferred Units shall have priority in cash distributions according to Sections 4.11 and 4.12 of this Agreement.

Without limiting the foregoing, all of the following acts shall require a Vote of the Majority of all the Member classes:

- (a) The dissolution of the Company; and
- (b) Any amendment of the Company's Articles of Organization or this Agreement.

**7.2 Restrictions of Investor Members.** No Investor Member shall have the power to represent, sign for, bind or obligate the Manager or the Company. Investor Members shall not participate in the management of the business, or transact any business on behalf of the Company and shall have only those rights and powers that are expressly provided for in this Agreement or by the Act.

**7.3 Record Dates.** The record date for determining the Members entitled to receive Notice of any meeting, a Vote, to receive any distribution, or to exercise any right in respect of any other lawful action, shall be the date determined by the Manager; provided, however, that such record date will not be more than 60, or less than 10 calendar days before the date of the meeting and not more than 60 calendar days before any other action. In the absence of any action determining a record date, the record date will be determined in accordance with Corporations Code Section 17704.07(p).

**7.4 Membership Confirmation Certificates.** Membership Interests shall be evidenced by confirmation certificates.

**7.5 Meetings: Call, Notice, and Quorum.** Meetings of the Members may be called at any time by the Manager, or by a Majority of Managing Members, for the purpose of addressing any matters on which the Members may Vote. Meetings may be held at any place, either in or out of the state of Nevada or California selected by the Person or Persons calling the meeting. If no other place is

specified, all meetings shall be held at the principal executive office of the Company.

**7.6 Adjournment of Meetings.** A meeting of Members at which a quorum is present may be adjourned to another time or place and any business that might have been transacted at the original meeting may be transacted at the adjourned meeting. If a quorum is not present at an original meeting, that meeting may be adjourned by the Vote of a majority of Voting Interests represented either in person or by Proxy. Notice of the adjourned meeting need not be given to Members entitled to Notice if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, unless (a) the adjournment is for more than 45 calendar days, or (b) after the adjournment, a new record date is fixed for the adjourned meeting. In the situations described in clauses (a) and (b), Notice of the adjourned meeting shall be given to each Member of record entitled to Vote at the adjourned meeting.

**7.7 Waiver of Notice.** The transactions of any meeting of Members, however called and noticed, and wherever held, shall be as valid as though consummated at a meeting duly held after regular call and Notice, if (a) a quorum is present at that meeting, either in person or by Proxy, and (b) either before or after the meeting, each of the persons entitled to Vote, not present in person or by Proxy, signs either a written waiver of Notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. Attendance of a Member at a meeting shall constitute waiver of Notice, unless that Member objects, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be described in the Notice of the meeting and not so included, if the objection is expressly made at the meeting.

**7.8 Proxies.** At all meetings of Members, a Member may Vote in person or by Proxy. Each such Proxy will be filed with the Manager before or at the time of that meeting and may be filed by facsimile transmission or Electronic Transmission to the Manager at the principal executive office of the Company or any other address given by the Manager to the Members for those purposes.

**7.9 Participation in Meeting by Electronic Means.** A meeting of Members may be conducted, in whole or in part, by Electronic Transmission by and to the Company or by electronic video screen communication if (a) the Company implements reasonable procedures to provide the Members (in person or by Proxy) a reasonable opportunity to participate in that meeting and Vote regarding matters submitted to the Members, including an opportunity to read or hear the proceedings of that meeting substantially concurrently with those proceedings, and if (b) any Member Votes or takes other action at that meeting by Electronic transmission to the Company or electronic video screen communication, a record of that Vote or action is maintained by the Company.

**7.10 Action by Members Without a Meeting.** Any action that may be taken at any meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by Members having not less than the minimum number of Votes that would be necessary to authorize or take that action at a meeting at which all Members entitled to Vote were present and voted. Any action taken without a meeting shall be effective when the required minimum number of Votes has been received. Prompt Notice of the action shall be given to all Members who have not consented to the action.

**7.11 No Agency; Indemnification.** No Member acting solely in the capacity of a Member is an agent of the Company, nor can any Member acting solely in the capacity of a Member obligate the

Company or execute any instrument for or on behalf of the Company. Accordingly, each Member will indemnify, defend, and hold harmless each other Member and the Company from and against any and all loss, cost, expense, liability, or damage resulting from or out of any claim based on any action by the Member in contravention of the first sentence of this section.

## **ARTICLE VIII: DISSOCIATION AND TRANSFERS OF MEMBERSHIP INTERESTS**

**8.1 Dissociation.** A Member may dissociate from the Company at any time by giving Notice of dissociation to all other Members at least 180 calendar days before the effective date of such dissociation. Dissociation will not release a Member from any obligations and liabilities pursuant to this Agreement accrued or incurred before the effective date of such dissociation. A dissociating Member will divest that Member's entire Membership Interest before the effective date of such dissociation in accordance with and subject to the provisions of this Article VII.

**8.2 Restriction on Transfer.** Except as specified in this Agreement, no Member (including a Substituted Member, as that term is defined in Section 8.8 of this Agreement) will Transfer any part of that Member's Membership Interest, whether now owned or later acquired, unless (a) the Manager approves the Assignee's admission to the Company as a Member after that Transfer and (b) the Membership Interest to be Transferred, when added to the total of all other Membership Interests Transferred in the preceding 12 months, will not cause the termination of the Company pursuant to the IRC Section 708(b)(1)(B). No Member may Encumber or permit any Encumbrance of all or any part of that Member's Membership Interest, unless such Encumbrance has been approved in writing by the Manager. Any Transfer or Encumbrance of a Membership Interest without that approval will be void. Notwithstanding any other provision of this Agreement to the contrary, a Member who is a natural person may Transfer all or any portion of that Member's Membership Interest to (i) the spouse or issue of that Member or (ii) any revocable trust created for the benefit of that Member, or any combination among that Member, that Member's spouse, and that Member's issue; provided, however, that Member retains a beneficial interest in that trust and all of the Voting Interest related to that Membership Interest. A Transfer of a Member's beneficial interest in such trust or failure to retain such Voting Interest, will be deemed a Transfer of a Membership Interest. For purposes of this section, a permitted Transfer by a Member to that Member's spouse or issue or to any revocable trust created for the benefit of that Member may occur pursuant to that Member's Will, other estate planning documents, or the laws of intestate succession upon the death of that Member.

**8.3 Right of First Refusal.** If a Member wishes to Transfer all of the Member's Membership Interest pursuant to a Bona Fide Offer (as defined below), the Member shall give Notice to the Company at least 30 calendar days in advance of the proposed sale of Transfer, indicating the terms of the Bona Fide Offer and the identity of the offeror. The Company shall have the option to purchase the Membership Interest proposed to be transferred at the price and on the terms provided in this Agreement. If the price for the Membership Interest is other than cash, the fair value in dollars of the price shall be as established in good faith by the Company. For purposes of this Agreement, "Bona Fide Offer" means an offer in writing setting forth all relevant terms and conditions of purchase from an offeror who is ready, willing, and able to consummate the purchase and who is not an Affiliate of the selling Member. For 30 calendar days after the Notice is given, the Company shall have the right to purchase the Membership Interest offered, on the terms specified in the No-



tice, for the lesser of (a) the price specified in the Notice (or the price plus the dollar value of non-cash consideration, as the case may be) and (b) the price determined pursuant to this Agreement.

If the Company does not exercise its right to purchase all of the Membership Interest, the offering Member may, no later than 60 calendar days from the date the Notice is given and on the terms and conditions specified in the Notice, sell or exchange that Membership Interest to the offeror specified in the Notice. Unless the requirements of this Agreement are satisfied, the offeror pursuant to this section shall become a Transferee.

**8.4 Triggering Events.** On the occurrence of any of the following events (each, a “Triggering Event”), the Company shall have the option to purchase the Membership Interest of a Member (the “Selling Member”) at the price and on the terms specified in Section 8.7 of this Agreement:

- (a) The death, retirement, dissociation, resignation, expulsion, incapacity, bankruptcy, or withdrawal of the Member, or the winding up and dissolution of a corporate Member, or the merger or other corporate reorganization of a corporate Member, as a result of which that corporate Member does not survive as an entity; or
- (b) The occurrence of any other event that is, or that would cause, a Transfer of a Membership Interest in contravention of this Agreement.

Each Member agrees to give prompt Notice of a Triggering Event to the Manager.

**8.5 Option Periods.** On the receipt of Notice by the Company as contemplated by Section 8.3 of this Agreement, and on receipt of actual notice of any Triggering Event as determined in good faith by the Manager (the date of such receipt is hereinafter referred to as the “Option Date”), the Company will have the option, for a period ending 30 calendar days following the determination of the purchase price as determined in accordance with Section 8.7 of this Agreement, to purchase the Membership Interest to which such right relates, at the price and on the terms and conditions determined in accordance with this section and Section 8.7 of this Agreement. The Transferee of any Membership Interest that is not so purchased will hold the Membership Interest subject to all of the provisions of this Agreement.

**8.6 Nonparticipation by Interested Member.** Neither the Member whose Membership Interest is subject to a right of purchase pursuant to this article, nor any Affiliate of that Member, will participate in any Vote or discussion of any matter pertaining to the disposition of that Member’s Membership Interest pursuant to this Agreement.

**8.7 Option Purchase Price.** The purchase price of any Membership Interest that is the subject of an option pursuant to this Agreement shall be determined by the Manager as of the last day of the fiscal quarter immediately preceding the quarter during which the Option Date is established. The purchase price for such Membership Interest shall be equal to the balance of the Transferring Member’s Capital Account. The purchase price shall be payable in cash.

**8.8 Substituted Member.** Except as expressly permitted pursuant to this Agreement, a prospective Transferee (other than (1) an existing Member, (2) the spouse or issue of a Transferring Member, or (3) a revocable trust created for the benefit of a Transferring Member) of a Membership Interest may be admitted as a Member with respect to that Membership Interest (a “Substituted Member”) only (i) with the unanimous Vote of all of the other Members in favor of that Transferee’s admis-

sion as a Member, and (ii) that Transferee's executing a counterpart of this Agreement as a party. Any prospective Transferee of a Membership Interest will be deemed a Transferee, and, therefore, the owner of only a Transferable Interest until the prospective Transferee has been admitted as a Substituted Member. Except as otherwise provided permitted in the Act, any such Transferee will be entitled only to receive allocations and distributions pursuant to this Agreement with respect to that Membership Interest and have no right to Vote or exercise any rights of a Member, until that Transferee has been admitted as a Substituted Member. Until the Transferee becomes a Substituted Member, the Transferring Member will continue to be a Member and have the power to exercise any rights and powers of a Member pursuant to this Agreement, including the right to Vote in proportion to the Percentage Interest that such Transferring Member would have had if the respective Transfer had not occurred. The provisions of this section notwithstanding, a Transferee that is (i) the spouse or issue of the Transferring Number or (ii) revocable trust traded for the benefit of that Transferring Member shall be admitted as a Substituted Member upon that Transferee's executing a counterpart of this Agreement as a party.

**8.9 Duties of Substituted Member.** Any Person admitted to the Company as a Substituted Member will be subject to all of the provisions of this Agreement that apply to that Member from whom that Membership Interest was Transferred, except that the Transferring Member will not be released from liabilities as a Member solely as a result of that Transfer, both with respect to obligations to the Company and to third parties incurred before the date of that Transfer.

**8.10 Private Placement of Membership Interests.** The offer and sale of Membership Interests to the Investor Members have not been qualified or registered pursuant to the securities laws of any state, including Nevada, or registered pursuant to the Securities Act of 1933, in reliance on exemptions from the registration and qualification provisions of those laws. Notwithstanding any other provision of this Agreement, Membership Interests may not be Transferred, unless registered or qualified pursuant to applicable state and federal securities laws, unless, in the opinion of legal counsel satisfactory to the Company, such qualification or registration is not required. A Member who desires to Transfer that Member's Membership Interest will be responsible for all legal fees incurred in connection with that opinion.

## **ARTICLE IX: DISSOLUTION AND WINDING UP**

**9.1 Events of Dissolution.** The Company will be dissolved on the first to occur of the following:

- (a) The written agreement of a Majority of Members to dissolve the Company and the Company will be wound up and dissolved;
- (b) The sale or other disposition of all or substantially all of the Company's property; or
- (c) Entry of a decree of judicial dissolution pursuant to Corporations Code Section 17707.03.

**9.2 Reorganization.** The Manager, in its sole discretion, may determine that it is in the best interest of the Members that the Company be reorganized with an Affiliate of the Manager, or another corporation. In that event, the Manager will propose to the Members that the Members consider and approve such a reorganization shall be subject to, and comply with, all of the rules and regulations

of duly constituted authorities having jurisdiction of that reorganization and require the consent of a Majority of Members.

**9.3 Winding Up.** On the dissolution of the Company, the Company will engage in no additional business, other than that necessary to wind up the business and affairs of the Company. The Manager or, if there is no Manager, the Members, will wind up the affairs of the Company. The Manager or Members winding up the affairs of the Company will give Notice of the commencement of winding up by mail to all known creditors of and claimants against the Company whose addresses appear in the records of the Company. The assets of the Company shall be distributed or applied in the following order:

- (a) to pay or adequately provide for the payment of all known debts of the Company (including debts among members);
- (b) to pay the expenses of liquidation;
- (c) to the Manager for reimbursement of any unreimbursed expenses advanced by such Manager;
- (d) to the establishment of reasonable Reserves for contingent liabilities or obligations of the Company. When the appropriate determination that Reserves are not necessary, those Reserves will be distributed as specified in this section; and
- (e) to the Members with positive Capital Account Balances as specified in this Agreement.

The Manager or Members, and each of them, shall not be required to pay any deficit in the Manager's or Members Capital Accounts upon dissolution of the Company.

**9.4 Deficits.** Each Member will rely solely on the assets of the Company for the return of that Member's Capital Contribution, and if Company assets remaining after the payment or discharge of the Company's debts and liabilities are insufficient to return the Capital Contribution of each Member, that Member will have no recourse against any other Member for indemnification, contribution, or reimbursement, except as provided in this Agreement.

## **ARTICLE X: INDEMNIFICATION AND ARBITRATION**

**10.1 Indemnification.** The Company has the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any Proceeding because that Person was or is a Manager, officer, employee, or other Agent of the Company, or was or is serving at the request of the Company as an officer, employee, or other Agent of another limited liability company, corporation, partnership, joint venture, trust, or other entity, from and against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by that Person in connection with that Proceeding, if that Person was (i) acting on behalf of the Company and reasonably believed by such Person to be within the scope of the authority conferred by this Agreement or law; (ii) in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company; and (iii) in the event of a criminal Proceeding, that Person had no reasonable cause to believe that such Person's conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such Person did not act in good faith and a manner that such Person reason-

ably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that such Person's conduct was unlawful.

Such indemnification shall only be recoverable out of the assets of the Company, including, insurance proceeds, if any.

To the extent that an Agent of the Company has been successful on the merits in defense of any Proceeding, or in defense of any claim, issue, or matter in connection with any Proceeding, that Agent will be indemnified from and against expenses actually and reasonably incurred in connection with that Proceeding. In all other events, indemnification will be provided by the Company only if authorized in each specific event by the Manager.

"Agent," as used in this section, will include a trustee or other fiduciary of a plan, trust, or other entity or arrangement specified in Corporations Code Section 207(f).

"Proceeding," as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

Expenses of each Person indemnified pursuant to this section actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of that Proceeding, as authorized by the Manager who is not seeking indemnification, or, if there are none, by a Majority of Members, on receipt of an undertaking by that Person to repay that amount, unless it will ultimately be determined that such Person is entitled to be indemnified by the Company. "Expenses," as used in this section, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, pursuant to this section.

**10.2 Arbitration.** Any action to enforce or interpret this Agreement, or to resolve disputes regarding this Agreement among the Company and one or more Members, or among the Members, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process. Any party may commence arbitration by sending a written demand for arbitration to the other parties. The demand must specify the nature of the matter to be resolved by arbitration. The Manager shall select the place of arbitration. The substantive law of the state of Nevada will be applied by the arbitrator to the resolution of the dispute. The parties participating in such arbitration shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with that arbitration. All decisions of the arbitrator shall be final, obligating, and conclusive on all parties participating in such arbitration. Judgment may be entered on any such decision in accordance with applicable law in any court having jurisdiction of that decision. The arbitrator (if permitted pursuant to applicable law) or the court may issue a writ of execution to enforce the arbitrator's decision.

## **ARTICLE XI: ATTORNEY-IN-FACT AND AGENT**

Each Member, by execution of this Agreement, irrevocably constitutes and appoints the Manager as that Member's true and lawful attorney-in-fact and agent, with full power and authority in that Member's name, place, and stead to execute, acknowledge, and deliver, and to file or record in any

appropriate public office: (a) any certificate or other instrument that may be necessary, desirable, or appropriate to qualify the Company as a limited liability company or to transact business as one in any jurisdiction in which the Company conducts business; (b) any certificate or amendment to the Company's Articles of Organization or to any certificate or other instrument that may be necessary, desirable, or appropriate to effectuate an amendment approved by the Members in accordance with the provisions of this Agreement; (c) any certificates or instruments that may be necessary, desirable, or appropriate to effectuate an amendment approved by the Members in accordance with the provisions of this Agreement; (c) any certificates or instruments that may be necessary, desirable, or appropriate to effectuate the dissolution and winding up of the Company; and (d) any certificates necessary to comply with the provisions of this Agreement. This power of attorney shall be deemed to be coupled with an interest and shall survive the Transfer of the Member's Transferable Interest. Notwithstanding the existence of this power of attorney, each Member agrees to join in the execution, acknowledgment, and delivery of the instruments referred to above if requested to so by the Manager. This power of attorney is a limited power of attorney and does not authorize any Manager to act on behalf of a Member except as described in this article.

## **ARTICLE XII: REDEMPTION OF MEMBERSHIP INTERESTS**

**12.1 Right of Redemption.** As an alternative to the arbitration procedure contemplated by the provisions of Section 10.2 of this Agreement, if any controversy or dispute among the Company, on the one hand, and any Member, or among the Members, on the other hand, results from or in relation to any of the provision of this Agreement which cannot be settled by the parties to that controversy or dispute within that time period contemplated by such arbitration, at the sole discretion of the Manager, to the extent permitted by applicable laws and regulations, and if, in the opinion of the Manager, it is in the best interest of the Company, the Company may, but shall not be required to, redeem the Membership Interest from any Member requesting such arbitration. The Manager will not maintain Reserves for such redemption.

The Manager will not permit any Membership Interest to be redeemed if, in the opinion of counsel to the Company, such redemption might result in (a) the Company being characterized as "publicly traded" for federal income tax purposes or (b) the assets of the Company being considered by law to be assets of employee benefit plans investing in Membership Interests and, therefore, subjecting those assets to the fiduciary standards of the Employee Retirement Income Security Act of 1974. The Manager will only allow redemptions of Membership Interests, if immediately following such redemption at least 75% of the issued and outstanding Membership Interests are held by Persons who are not either employee benefit plans or individual retirement accounts.

**12.2 Discretion of the Manager.** The Manager shall, in the Manager's sole discretion, decide if a redemption of a particular Membership Interest is in the best interest of the Company and is not required to provide any reason for that decision.

**12.3 Redemption Price.** The redemption price for redeemed Membership Interest of a Member shall be determined by the Manager as of the last day of the fiscal quarter immediately preceding the quarter during which the decision to redeem is made. The redemption price per Membership Interest shall be equal the balance of the respective Member's Capital Account.

**12.4 Tender of Membership Interest.** Each Member involved in any such dispute must tender to



the Company that Member's redeemed Membership Interest upon the request by the Manager, and the Company shall pay the redemption price for that tendered Membership Interest no later than 90 calendar days after the end of the fiscal quarter during which the decision to redeem was made.

**12.5 Cancellation of Membership Interest.** Upon the redemption or repurchase of any Membership Interests by the Company, the tendered Membership Interests shall be canceled and will not be deemed to represent an interest in the Company.

### **ARTICLE XIII: GENERAL PROVISIONS**

**13.1 Entire Agreement.** This Agreement, the Private Placement Offering Memorandum and the Subscription Application and Agreement executed contemporaneously herewith constitutes the entire agreement between the Members, the Company and the Manager with respect to the subject matter specified hereto. In the event of ambiguity in meaning or understanding between the provisions of this Agreement, the Private Placement Memorandum or the Subscription Application and Agreement, the provisions of this Agreement shall prevail and control in all instances.

**13.2 Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**13.3 Applicable Law.** This Agreement shall obligate and inure to the benefit of the Members and their heirs, representatives, and permitted successors and assigns.

**13.4 Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision, if possible, shall be construed as though more narrowly written, if a narrower construction would avoid that invalidity, illegality, or unenforceability or, if that is not possible, that provision, to the extent of that invalidity, illegality, or unenforceability, shall be considered eliminated from this Agreement, and the remaining provisions of this Agreement will remain in effect.

**13.5 Obligating Effect.** This Agreement shall obligate and inure to the benefit of the Members and their heirs, representatives, and permitted successors and assigns.

**13.6 Interpretation re: Gender.** Whenever used in this Agreement, the singular includes the plural and the plural includes the singular, and the neuter gender includes the male and female genders, all as the context and meaning of this Agreement may require.

**13.7 Further Assurances.** The Members shall promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and will do any and all other acts and things reasonably necessary in connection with the performance of their respective obligations pursuant to this Agreement and to carry out and effectuate the intent of the Members.

**13.8 Conduct of Other Businesses.** Except as specified in this Agreement, no provision of this Agreement shall be construed to limit in any manner the Members in conducting their respective businesses or activities.

**13.9 No Agency.** Except as specified in this Agreement, no provision of this Agreement shall be construed to constitute a Member, in the Member's capacity as such, the agent of any other Member.

**13.10 Capacity To Execute This Agreement.** Each Member represents and warrants to the other

Members that such Member has the capacity and authority to enter into and deliver this Agreement.

**13.11 Interpretation re: Headings.** The interpretation, titles and headings in this Agreement are included as matters of convenience and for ease of reference only and will be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions. All references in this Agreement to “sections” are to the designated sections and respective subdivisions of this Agreement.

**13.12 Amendment.** This Agreement may be amended only by written consent, signed by the Manager and such Members which own 51% of the issued and outstanding Units.

**13.13 Time of the Essence.** Time is of the essence for every provision of this Agreement that specifies a time for performance.

**13.14 Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Members and their respective permitted successors and assigns, and no other person or entity will have or acquire any right because of this Agreement.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement as of the Effective Date.

Investor Member

---

By:

Date:

Prime Golf Innovations LLC, Manager

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By:

Date:





Exhibit B

# SUBSCRIPTION AGREEMENT & INVESTOR SUITABILITY QUESTIONNAIRE

**Global Golf Tech LLC**

32234 Paseo Adelanto Ste F  
San Juan Capistrano, CA 92675

# SUBSCRIPTION BOOKLET

Global Golf Tech LLC

A Nevada Limited Liability Company

NO PUBLIC MARKET EXISTS WITH RESPECT TO PREFERRED UNITS OFFERED HEREBY, AND NO ASSURANCES ARE GIVEN THAT ANY SUCH MARKET WILL DEVELOP. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD.

THIS SUBSCRIPTION BOOKLET HAS BEEN PREPARED SOLELY FOR THE BENEFIT OF PROSPECTIVE INVESTORS IN GLOBAL GOLF TECH LLC, AND CONSTITUTES AN OFFER ONLY TO THE PROSPECTIVE INVESTOR TO WHOM IT WAS DELIVERED. DISTRIBUTION OF THIS SUBSCRIPTION BOOKLET TO ANY PERSON OTHER THAN SUCH PROSPECTIVE INVESTOR AND THOSE PERSONS RETAINED TO ADVISE IT WITH RESPECT TO THE INVESTMENT IS UNAUTHORIZED.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THE SECURITIES DESCRIBED IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH OR APPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "COMMISSION"), NOR HAS THE COMMISSION OR ANY APPLICABLE STATE OR OTHER JURISDICTION'S SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. NONE OF THE SECURITIES MAY BE RE-SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THE TRANSACTION EFFECTING SUCH DISPOSITION IS REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR AN EXEMPTION THEREFROM IS AVAILABLE AND THE COMPANY RECEIVES AND OPINION OF COUNSEL ACCEPTABLE TO IT THAT SUCH REGISTRATION IS NOT REQUIRED PURSUANT TO SUCH EXEMPTION.

This booklet contains documents that must be read, executed and returned if you wish to invest in Global Golf Tech LLC, a Nevada limited liability company (the "Company"). You should consult with an attorney, accountant, investment advisor or other advisor regarding an investment in the Company and its suitability for you.

If you decide to invest, please fill out, sign and return the documents pertinent to you, as listed under each of the headings below.

**For individuals** the documents to be returned are:

- The execution page of the attached Subscription Agreement;
- The Suitability Statement for individuals;
- The execution page of the Operating Agreement

**For entities** the documents to be returned are:

- The execution page of the Subscription Agreement;



- The Suitability Statement for entities;
- Whichever of Exhibits A (for partnerships and limited liability companies), B (for custodians, trustees and agents) or C (for corporations commonly referred to as S corporations) to the Subscription Agreement is relevant to you;
- The execution page of the Operating Agreement this booklet contains:

## **1. A Subscription Agreement and Suitability Statements:**

The Subscription Agreement is the document by which you agree to subscribe for and purchase your limited liability company membership unit(s) in the Company (your “Interest” or “Unit(s)”).

The Suitability Statements, which are incorporated in the Subscription Agreement and therefore are part of that agreement, are important and must be completed by each investor.

Please read this section carefully.

Individuals should initial their answers to each of the questions in the Suitability Statement and also fill out and sign the execution page to the Subscription Agreement.

Entities should initial their answers to each of the questions in the Suitability Statement and also fill out and sign the execution page to the Subscription Agreement.

Investors that are entities must also complete whichever one of the following Exhibits to the Subscription Agreement is relevant to them:

- a. If the investor is a partnership or limited liability company, please include a copy of the partnership’s governing instruments and a completed Exhibit A in the documents to be.
- b. If the investor is a custodian, trustee, or agent, please include a copy of the trust or other instrument and a completed Exhibit B in the documents to be returned.
- c. If the investor is a corporation, please include a copy of the corporation’s governing instruments, executed resolutions of the corporation’s Board of Directors as specified in Exhibit C, and a completed Exhibit C in the documents to be returned.

## **2. A copy of the Operating Agreement**

Investors must sign one copy of the Operating Agreement signature page. For convenience, a copy is included as part of this booklet. The form of the Operating Agreement is contained in its entirety in the Private Placement Memorandum; there is no need to return the entire document to the Company.

**Please carefully review these documents and the company’s related Private Placement Memorandum.**

YOU SHOULD HAVE RECEIVED AND REVIEWED A PRIVATE PLACEMENT MEMORANDUM (THE “PPM”, OR “MEMORANDUM”) THAT CONTAINS INFORMATION ABOUT THIS OFFERING. AFTER YOU HAVE RECEIVED AND REVIEWED THE PPM, HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS AND RECEIVE ANSWERS CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION YOU REQUIRE CONCERNING THIS OFFERING



AND HAVE DECIDED TO SUBSCRIBE FOR AND PURCHASE THE SECURITIES, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT AND VERIFY THAT YOU ARE A SOPHISTICATED AND ACCREDITED INVESTOR. THE COMPANY'S MANAGER WILL REVIEW THIS INFORMATION AND WILL DETERMINE WHETHER YOU MEET THE QUALIFICATION AND SUITABILITY REQUIREMENTS FOR INVESTING IN THE COMPANY.

BY EXECUTING THE SUBSCRIPTION AGREEMENT, AS WELL AS THE SIGNATURE PAGE TO THE OPERATING AGREEMENT, EACH INVESTOR IS AGREEING TO BE BOUND BY THE TERMS OF THE SUBSCRIPTION AGREEMENT AND THE OPERATING AGREEMENT.

## **SUBSCRIPTION PROCEDURE**

The Company is offering up to \$4,900,000 of Preferred Units in the Company at a price of \$9,800 per Unit. Each investor must subscribe for a minimum dollar amount equal to at least \$19,600 although the Manager may, in its sole discretion, waive this minimum. The Manager may, in its sole discretion, reject a proposed investment or limit the number of Preferred Units to be purchased by an investor.

Checks for subscriptions to Preferred Units offered hereunder should be made payable to Global Golf Tech LLC and subscription funds shall be received directly by the Company.

The Company will notify each investor of the Company's acceptance or rejection of such investor's subscription after receipt and review of all documentation. If the Company does not accept your subscription, the escrow agent and/or the Company will return your subscription funds and the Company will return your subscription agreement.

## **SUBSCRIPTION AMOUNT**

Your subscription amount should be either mailed or wired. All subscription documentation must be sent as follows:

Send all documents, checks and money orders to:

Attention: Private Placement Subscriptions

Global Golf Tech LLC

32234 Paseo Adelanto Ste F

San Juan Capistrano, CA 92675

Investors interested in wiring funds for subscription of Preferred Units should contact the Company for wiring instructions.

## **REGULATION D RULE 506(C) INVESTOR VERIFICATION STANDARDS AND PROTOCOLS**

In purchasing securities through this Offering, the Company is obligated to verify your status as an accredited investor in accordance with Rule 501 of Regulation D. There are three primary methods the Company may employ to comply with the verification standards. Investors in this offering will

need to provide the Company with verification that meets the standards and form using one or multiple methods as listed below:

**Income:** The Company may verify an individual's status as an accredited investor on the basis of income by reviewing copies of any IRS form that reports net income, such as Forms W-2 or 1099 (which are typically filed by an employer or other third party payor), or Forms 1040 filed by the prospective purchaser (with non-relevant information permitted to be redacted). Under this method, the Company must review IRS forms for the two most recent years and obtain a written representation from the prospective purchaser that he or she has a reasonable expectation of attaining the necessary income level for the current year.

Where accredited investor status is based on joint income with the person's spouse, the IRS forms and representation must be provided with respect to both the purchaser and the spouse.

**Net Worth:** Under this method, the Company will need to review bank or brokerage statements or third-party appraisal reports to verify the purchaser's assets and a credit report to verify liabilities, in each case dated within the prior three months, and will need to obtain a written representation from the prospective purchaser that all liabilities have been disclosed. Where accredited investor status is based on joint net worth with the person's spouse, the asset and liability documentation and representation must be provided with respect to both the purchaser and the spouse.

**Reliance on Determination by Specified Third Parties:** The Company may satisfy the verification requirement if it obtains a written confirmation from a registered broker-dealer, an SEC-registered investment adviser, a licensed attorney, or a certified public accountant that within the prior three months such person or entity has taken reasonable steps to verify that the purchaser is an accredited investor and has determined that the purchaser is an accredited investor.

Proper verification must be submitted with your subscription for securities in order for the Company to verify your suitability for investment and accept your subscription.

## **REGULATION D 506(C) MANDATED LEGENDS**

Any historical performance data represents past performance. Past performance does not guarantee future results;

Current performance may be different than performance data presented;

The Company is not required by law to follow any standard methodology when calculating and representing performance data;

The performance of the Company may not be directly comparable to the performance of other private or registered funds or companies;

The securities are being offered in reliance on an exemption from the registration requirements, and therefore are not required to comply with certain specific disclosure requirements;

The Securities and Exchange Commission has not passed upon the merits of or approved the securities, the terms of the offering, or the accuracy of the materials.

## SUBSCRIPTION AGREEMENT

To the Undersigned Purchaser:

Global Golf Tech LLC, a Nevada limited liability company (the “Company”), hereby agrees with you (in the case of a subscription for the account of one or more trusts or other entities, “you” or “your” shall refer to the trustee, fiduciary or representative making the investment decision and executing this Subscription Agreement (this “Agreement”), or the trust or other entity, or both, as appropriate) as:

**1) Sale and Purchase of Member Interest.** The Company has been formed under the laws of the State of Nevada and is governed by a limited liability company Operating Agreement in substantially the form attached hereto as an Exhibit to the Private Placement Memorandum, as the same may be modified in accordance with the terms of any amendment thereto (the “Operating Agreement”). Capitalized terms used herein without definition have the meanings set forth in the Operating Agreement.

Subject to the terms and conditions of this Agreement and in reliance upon the representations and warranties of the respective parties contained herein:

- The Company agrees to sell to you, and you irrevocably subscribe for and agree to purchase from the Company, an interest as an Investor Member (a “Member”) in the Company (an “Interest” or “Preferred Unit”); and
- The Company and its manager (the “Manager”) agree that you shall be admitted as a Member, upon the terms and conditions, and in consideration of your agreement to be bound by the terms and provisions of the Operating Agreement and this Agreement, with a capital contribution in the amount equal to the amount set forth opposite your signature at the end of this Agreement (your “Capital Contribution”).

Subject to the terms and conditions hereof and of the Operating Agreement, your obligation to subscribe and pay for your Interest shall be complete and binding upon the execution and delivery of this Agreement.

**2) Closing.** The closing (the “Closing”) of the sale to you and your subscription for and purchase by you of an Interest, and your admission as an Investor Member shall occur at the Manager’s discretion. At the Closing, and upon satisfaction of the conditions set out in this Agreement, the Manager will list you as an Investor Member on the Operating Agreement.

### **3) Conditions Precedent to Your Obligations**

- a) The Conditions Precedent. Your obligation to subscribe for your Interest and be admitted as an Investor Member at the Closing is subject to the fulfillment (or waiver by you), prior to or at the time of the Closing, of the following conditions:
  - i) Operating Agreement. The Operating Agreement shall have been duly authorized, executed and delivered by or on behalf of the Manager. Each Other Purchaser that is to be admitted as an Investor Member at the Closing shall have duly authorized, executed and delivered a counterpart of the Operating Agreement or authorized its execution and delivery on its behalf. The Operating Agreement shall be in full force and effect.

- ii) Representations and Warranties. The representations and warranties of the Company contained in Section 6 of this Agreement shall be true and correct in all material respects when made and at the time of the Closing, except as affected by the consummation of the transactions contemplated by this Agreement or the Operating Agreement.
  - iii) Performance. The Company shall have duly performed and complied in all material respects with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at the Closing.
  - iv) Legal Investment. On the Closing Date your subscription hereunder shall be permitted by the laws and regulations applicable to you.
- b) Nonfulfillment of Conditions. If at the Closing any of the conditions specified in Section 3.a shall not have been fulfilled, you shall, at your election, be relieved of all further obligations under this Agreement and the Operating Agreement, without thereby waiving any other rights you may have by reason of such nonfulfillment. If you elect to be relieved of your obligations under this Agreement pursuant to the foregoing sentence, the Operating Agreement shall be null and void as to you and the power of attorney contained herein shall be used only to carry out and effect the actions required by this sentence, and the Company shall take, or cause to be taken, all steps necessary to nullify the Operating Agreement as to you.

#### **4) Conditions Precedent to the Company's Obligations**

- a) The Conditions Precedent. The obligations of the Company and the Manager to issue to you the Interest and to admit you as an Investor Member at the Closing shall be subject to the fulfillment (or waiver by the Company) prior to or at the time of the Closing, of the following conditions:
- i) Operating Agreement. Any filing with respect to the formation of the Company required by the laws of the State of Nevada shall have been duly filed in such place or places as are required by such laws. A counterpart of the Operating Agreement shall have been duly authorized, executed and delivered by or on behalf of you and each of such Other Purchasers. The Operating Agreement shall be in full force and effect.
  - ii) Representations and Warranties. The representations and warranties made by you shall be true and correct when made and at the time of the Closing.
  - iii) Performance. You shall have duly performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by you prior to or at the time of the Closing.
- b) Nonfulfillment of Conditions. If at the Closing any of the conditions specified in Section 4.a shall not have been fulfilled, the Company shall, at the Manager's election, be relieved of all further obligations under this Agreement and the Operating Agreement, without thereby waiving any other rights it may have by reason of such nonfulfillment. If the Manager elects for the Company to be relieved of its obligations under this Agreement pursuant to the foregoing sentence, the Operating Agreement shall be null and void as to you and the power of attorney contained herein shall be used only to carry out and effect the actions required by this sentence, and the Company shall take, or cause to be taken, all steps necessary to nullify the Operating Agreement as to you.

## 5) Representations and Warranties of the Company

a) The Representations and Warranties. The Company represents and warrants that:

- i) Formation and Standing. The Company is duly formed and validly existing as a limited liability company under the laws of the State of Nevada and, subject to applicable law, has all requisite power and authority to carry on its business as now conducted and as proposed to be conducted as described in the Private Placement Memorandum relating to the private offering of Preferred Units by the Company (together with any amendments and supplements thereto, the “Offering Memorandum”). The Manager is duly formed and validly existing as a limited liability company under the laws of the State of Nevada and, subject to applicable law, has all requisite limited liability company power and authority to act as Manager of the Company and to carry out the terms of this Agreement and the Operating Agreement applicable to it.
- ii) Authorization of Agreement. The execution and delivery of this Agreement has been authorized by all necessary action on behalf of the Company and this Agreement is a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms. The execution and delivery by the Manager of the Operating Agreement has been authorized by all necessary action on behalf of the Manager and the Operating Agreement is a legal, valid and binding agreement of the Manager, enforceable against the Manager in accordance with its terms.
- iii) Compliance with Laws and Other Instruments. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in any violation of or default under any provision of the Operating Agreement, or any agreement or other instrument to which the Company is a party or by which it or any of its assets is bound, or any permit, franchise, judgment, decree, statute, order, rule or regulation applicable to the Company or its business or assets. The execution and delivery of the Operating Agreement and the consummation of the transactions contemplated thereby will not conflict with or result in any violation of or default under any provision of the limited liability company operating agreement of the Manager, or any agreement or instrument to which the Manager is a party or by which it or any of its properties is bound, or any permit, franchise, judgment, decree, statute, order, rule or regulation applicable to the Manager or its businesses or properties.
- iv) Offer of Preferred Units. Neither the Company nor anyone acting on its behalf has taken any action that would subject the issuance and sale of the Preferred Units to the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”).
- v) Investment Company Act. The Company is not required to register as an “investment company” under the Investment Company Act of 1940, as amended (the “Investment Company Act”). The Manager is not required to register as an “investment adviser” under the Investment Advisers Act of 1940, as amended (the “Advisers Act”).
- vi) Company Liabilities; Litigation. Prior to the date hereof, the Company has not incurred any material liabilities other than liabilities in respect of organizational expenses. There is no action, proceeding or investigation pending or, to the knowledge of the Manager or the Company, threatened against the Manager or the Company.



- vii) Disclosure. The Offering Memorandum, when read in conjunction with this Agreement and the Operating Agreement, does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b) Survival of Representations and Warranties. All representations and warranties made by the Company in Section 5.a shall survive the execution and delivery of this Agreement, any investigation at any time made by you or on your behalf and the issue and sale of Membership Units.

## **6) Representations and Warranties of the Purchaser**

- a) The Representations and Warranties. You represent and warrant to the Manager, the Company and each other Person that is, or in the future becomes, an Investor Member that each of the following statements is true and correct as of the Closing Date:
  - i) Accuracy of Information. All of the information provided by you to the Company and the Manager is true, correct and complete in all respects. Any other information you have provided to the Manager or the Company about you is correct and complete as of the date of this Agreement and at the time of Closing.
  - ii) Offering Memorandum; Advice. You have either consulted your own investment adviser, attorney or accountant about the investment and proposed purchase of an Interest and its suitability to you, or chosen not to do so, despite the recommendation of that course of action by the Manager. Any special acknowledgment set forth below with respect to any statement contained in the Offering Memorandum shall not be deemed to limit the generality of this representation and warranty.
    - (1) You have received a copy of the Offering Memorandum and the form of the Operating Agreement and you understand the risks of, and other considerations relating to, a purchase of Preferred Units, including the risks set forth under the caption "Risk Factors" in the Offering Memorandum. You have been given access to, and prior to the execution of this Agreement you were provided with an opportunity to ask questions of, and receive answers from, the Manager or any of its principals concerning the terms and conditions of the offering of Preferred Units, and to obtain any other information which you and your investment representative and professional advisors requested with respect to the Company and your investment in the Company in order to evaluate your investment and verify the accuracy of all information furnished to you regarding the Company. All such questions, if asked, were answered satisfactorily and all information or documents provided were found to be satisfactory.
  - iii) Investment Representation and Warranty. You are acquiring your Interest for your own account or for one or more separate accounts maintained by you or for the account of one or more pension or trust funds of which you are trustee as to which you are the sole qualified professional asset manager within the meaning of Prohibited Transaction Exemption 84-14 (a "QPAM") for the assets being contributed hereunder, in each case not with a view to or for sale in connection with any distribution of all or any part of such In-

terest. You hereby agree that you will not, directly or indirectly, assign, transfer, offer, sell, pledge, hypothecate or otherwise dispose of all or any part of such Interest (or solicit any offers to buy, purchase or otherwise dispose of all or any part of such Interest (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of all or any part of the Interest) except in accordance with the registration provisions of the Securities Act or an exemption from such registration provisions, with any applicable state or other securities laws, and with the terms of the Operating Agreement. If you are purchasing for the account of one or more pension or trust funds, you represent that (except to the extent you have otherwise advised the Company in writing prior to the date hereof) you are acting as sole trustee or sole QPAM for the assets being contributed hereunder and have sole investment discretion with respect to the acquisition of the Interest to be purchased by you pursuant to this Agreement, and the determination and decision on your behalf to purchase such Interest for such pension or trust funds is being made by the same individual or group of individuals who customarily pass on such investments, so that your decision as to purchases for all such funds is the result of such study and conclusion.

- iv) Representation of Investment Experience and Ability to Bear Risk. You (i) are knowledgeable and experienced with respect to the financial, tax and business aspects of the ownership of an Interest and of the business contemplated by the Company and are capable of evaluating the risks and merits of purchasing an Interest and, in making a decision to proceed with this investment, have not relied upon any representations, warranties or agreements, other than those set forth in this Agreement, the Offering Memorandum and the Operating Agreement, if any; and (ii) can bear the economic risk of an investment in the Company for an indefinite period of time, and can afford to suffer the complete loss thereof.
- v) Accredited Investor. You are an “Accredited” investor within the meaning of Section 501 of Regulation D promulgated under the Securities Act.
- vi) No Investment Company Issues. If you are an entity, (i) you were not formed, and are not being utilized, primarily for the purpose of making an investment in the Company and (ii) either (A) all of your outstanding securities (other than short-term paper) are beneficially owned by one Person, (B) you are not an investment company under the Investment Company Act or a “private investment company” that avoids registration and regulation under the Investment Company Act based on the exclusion provided by Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act, or (C) you have delivered to the Manager a representation and covenant as to certain matters under the Investment Company Act satisfactory to the Manager.
- vii) Certain ERISA Matters. You represent that:
  - (1) Except as described in a letter to the Manager dated at least five (5) days prior to the date hereof, no part of the funds used by you to acquire an Interest constitutes assets of any “employee benefit plan”, either directly or indirectly through one or more entities whose underlying assets include plan assets by reason of a plan’s investment in such entities (including insurance company separate accounts, insurance company general accounts or bank collective investment funds, in which any such employee benefit plan (or its related trust) has any interest); or

(2) If an Interest is being acquired by or on behalf of any such plan (any such purchaser being referred to herein as an “ERISA Member”), (A) such acquisition has been duly authorized in accordance with the governing holding of the Interest do not and will not constitute a “non-exempt prohibited transaction” within the meaning of Section 406 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended (i.e., a transaction that is not subject to an exemption contained in ERISA or in the rules and regulations adopted by the U.S. Department of Labor (the “DOL”) thereunder). The foregoing representation shall be based on a list of the Other Purchasers to be provided by the Manager to each ERISA Member prior to the Closing. You acknowledge that the Manager of the Company, is not registered as an “investment adviser” under the Investment Advisers Act and that as an Investor Member you will have no right to withdraw from the Company except as specifically provided in the Operating Agreement. If, in the good faith judgment of the Manager, the assets of the Company would be “plan assets” (as defined in DOL Reg. 2510.3-101 promulgated under ERISA, as it may be amended from time to time) of an employee benefit plan (assuming that the Company conducts its business in accordance with the terms and conditions of the Operating Agreement and as described in the Offering Memorandum), then the Company and each ERISA Member will use their respective best efforts to take appropriate steps to avoid the Manager’s becoming a “fiduciary” (as defined in ERISA) as a result of the operation of such regulations. These steps may include (x) selling your Interest (if you are an ERISA Member) to a third party which is not an employee benefit plan, or (y) making any appropriate applications to the DOL, but the Manager shall not be required to register as an “investment adviser” under the Advisers Act.

(a) If you are an ERISA member, you further understand, agree and acknowledge that your allocable share of income from the Company may constitute “unrelated business taxable income” (“UBTI”) within the meaning of section 512(a) of the Code and be subject to the tax imposed by section 511(a)(1) of the Code. You further understand, agree and acknowledge that the Company neither makes nor has made any representation to it as to the character of items of income (as UBTI or otherwise) allocated (or to be allocated) to its members (including ERISA Members) for federal, state, or local income tax purposes. You (prior to becoming a member of the Company) have had the opportunity to consider and discuss the effect of your receipt of UBTI with independent tax counsel of your choosing, and upon becoming a member of the Company voluntarily assume the income tax and other consequences resulting from the treatment of any item of the Company’s income allocated to you as UBTI. The Company shall not be restricted or limited in any way, or to any degree, from engaging in any business, trade, loan, or investment that generates or results in the allocation of UBTI to you or any other ERISA Member, nor shall the Company have any duty or obligation not to allocate UBTI to you or any other ERISA Member. You hereby release the Company and all of its other members from any and all claims, damages, liability, losses, or taxes resulting from the allocation to you by the Company of UBTI.

viii) Suitability. You have evaluated the risks involved in investing in the Preferred Units and have determined that the Preferred Units are a suitable investment for you. Specifically, the aggregate amount of the investments you have in, and your commitments to, all simi-

lar investments that are illiquid is reasonable in relation to your net worth, both before and after the subscription for and purchase of the Preferred Units pursuant to this Agreement.

- ix) **Transfers and Transferability.** You understand and acknowledge that the Preferred Units have not been registered under the Securities Act or any state securities laws and are being offered and sold in reliance upon exemptions provided in the Securities Act and state securities laws for transactions not involving any public offering and, therefore, cannot be resold or transferred unless they are subsequently registered under the Securities Act and such applicable state securities laws or unless an exemption from such registration is available. You also understand that the Company does not have any obligation or intention to register the Preferred Units for sale under the Securities Act, any state securities laws or of supplying the information that may be necessary to enable you to sell Preferred Units; and that you have no right to require the registration of the Preferred Units under the Securities Act, any state securities laws or other applicable securities regulations. You also understand that sales or transfers of Preferred Units are further restricted by the provisions of the Operating Agreement.
  - (1) You represent and warrant further that you have no contract, understanding, agreement or arrangement with any person to sell or transfer or pledge to such person or anyone else any of the Preferred Units for which you hereby subscribe (in whole or in part); and you represent and warrant that you have no present plans to enter into any such contract, undertaking, agreement or arrangement.
  - (2) You understand that the Preferred Units cannot be sold or transferred without the prior written consent of the Manager, which consent may be withheld in its sole and absolute discretion and which consent will be withheld if any such transfer could cause the Company to become subject to regulation under federal law as an investment company or would subject the Company to adverse tax consequences.
  - (3) You understand that there is no public market for the Preferred Units; any disposition of the Preferred Units may result in unfavorable tax consequences to you.
  - (4) You are aware and acknowledge that, because of the substantial restrictions on the transferability of the Preferred Units, it may not be possible for you to liquidate your investment in the Company readily, even in the case of an emergency.
- x) **Residence.** You maintain your domicile at the address shown in the signature page of this Subscription Agreement and you are not merely transient or temporarily resident there.
- xi) **Publicly-Traded Company.** By the purchase of a Preferred Unit in the Company, you represent to the Manager and the Company that (i) you have neither acquired nor will you transfer or assign any Unit you purchase (or any interest therein) or cause any such Preferred Units (or any interest therein) to be marketed on or through an “established securities market” or a “secondary market” (or the substantial equivalent thereof) within the meaning of Section 7704(b)(1) of the Code, including, without limitation, an over the-counter market or an inter dealer quotation, system that regularly disseminates firm buy or sell quotations; and (ii) you either (A) are not, and will not become, a partnership, Subchapter S Corporation, or grantor trust for U.S. Federal income tax purposes, or (B) are such an

entity, but none of the direct or indirect beneficial owners of any of the Preferred Units in such entity have allowed or caused, or will allow or cause, 80 percent or more (or such other percentage as the Manager may establish) of the value of such Preferred Units to be attributed to your ownership of Preferred Units in the Company. Further, you agree that if you determine to transfer or assign any of your interest pursuant to the provisions of the Operating Agreement you will cause your proposed transferee to agree to the transfer restrictions set forth therein and to make the representations set forth in (i) and (ii) above.

- xii) Awareness of Risks; Taxes. You represent and warrant that you are aware (i) that the Company has limited operating history; (ii) that the Preferred Units involve a substantial degree of risk of loss of its entire investment and that there is no assurance of any income from your investment; and (iii) that any federal and/or state income tax benefits which may be available to you may be lost through the adoption of new laws or regulations, to changes to existing laws and regulations and to changes in the interpretation of existing laws and regulations. You further represent that you are relying solely on your own conclusions or the advice of your own counsel or investment representative with respect to tax aspects of any investment in the Company.
- xiii) Capacity to Contract. If you are an individual, you represent that you are over 21 years of age and have the capacity to execute, deliver and perform this Subscription Agreement and the Operating Agreement. If you are not an individual, you represent and warrant that you are a corporation, partnership, association, joint stock company, trust or unincorporated organization, and were not formed for the specific purpose of acquiring an Interest.
- xiv) Power, Authority; Valid Agreement. (i) You have all requisite power and authority to execute, deliver and perform your obligations under this Agreement and the Operating Agreement and to subscribe for and purchase or otherwise acquire your Preferred Units; (ii) your execution of this Agreement and the Operating Agreement has been authorized by all necessary corporate or other action on your behalf; and (iii) this Agreement and the Operating Agreement are each valid, binding and enforceable against you in accordance with their respective terms.
- xv) No Conflict: No Violation. The execution and delivery of this Agreement and the Operating Agreement by you and the performance of your duties and obligations hereunder and thereunder (i) do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under (A) any charter, by-laws, trust agreement, partnership agreement or other governing instrument applicable to you, (B) (1) any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement or understanding, or (2) any license, permit, franchise or certificate, in either case to which you or any of your Affiliates is a party or by which you or any of them is bound or to which your or any of their assets are subject; (ii) do not require any authorization or approval under or pursuant to any of the foregoing; or (iii) do not violate any statute, regulation, law, order, writ, injunction or decree to which you or any of your Affiliates is subject.
- xvi) No Default. You are not (i) in default (nor has any event occurred which with notice, lapse of time, or both, would constitute a default) in the performance of any obligation, agreement or condition contained in (A) this Agreement or the Operating Agreement, (B) any



provision of any charter, by laws, trust agreement, partnership agreement or other governing instrument applicable to you, (C)(1) any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness or any lease or other agreement or understanding, or (2) any license, permit, franchise or certificate, in either case to which you or any of your Affiliates is a party or by which you or any of them is bound or to which your or any of their assets are subject, or (ii) in violation of any statute, regulation, law, order, writ, injunction, judgment or decree applicable to you or any of your Affiliates.

- xvii) No Litigation. There is no litigation, investigation or other proceeding pending or, to your knowledge, threatened against you or any of your Affiliates which, if adversely determined, would adversely affect your business or financial condition or your ability to perform your obligations under this Agreement or the Operating Agreement.
- xviii) Consents. No consent, approval or authorization of, or filing, registration or qualification with, any court or Governmental Authority on your part is required for the execution and delivery of this Agreement or the Operating Agreement by you or the performance of your obligations and duties hereunder or thereunder.
- (b) Survival of Representations and Warranties. All representations and warranties made by you in this Agreement shall survive the execution and delivery of this Agreement, as well as any investigation at any time made by or on behalf of the Company and the issue and sale of Preferred Units.
- (c) Reliance. You acknowledge that your representations, warranties, acknowledgements and agreements in this Agreement will be relied upon by the Company in determining your suitability as a purchaser of Preferred Units.
- (d) Further Assurances. You agree to provide, if requested, any additional information that may be requested or required to determine your eligibility to purchase the Preferred Units.
- (e) Indemnification. You hereby agree to indemnify the Company and any Affiliates and to hold each of them harmless from and against any loss, damage, liability, cost or expense, including reasonable attorney's fees (collectively, a "Loss") due to or arising from out of a breach or representation, warranty or agreement by you, whether contained in this Subscription Agreement (including the Suitability Statements) or any other document provided by you to the Company in connection with your investment in the Preferred Units. You hereby agree to indemnify the Company and any Affiliates and to hold them harmless against all Loss arising out of the sale or distribution of the Preferred Units by you in violation of the Securities Act or to other applicable laws or any misrepresentation or breach by you with respect to the matters set forth in this Agreement. In addition, you agree to indemnify the Company and any Affiliates and to hold such Persons harmless from and against, any and all Loss, to which they may be put or which they may reasonably incur or sustain by reason of or in connection with any misrepresentation made by you with respect to the matters about which representations and warranties are required by the terms of this Agreement, or any breach of any such warranty or any failure to fulfill any covenants or agreements set forth herein or included in and as defined in the Offering Memorandum. Notwithstanding any provi-

sion of this Agreement, you do not waive any right granted to you under any applicable state securities law.

## **7) Certain Agreements and Acknowledgements of the Purchaser**

a) Agreements. You understand, agree and acknowledge that:

- i) Acceptance. Your subscription for Preferred Units contained in this Agreement may be accepted or rejected, in whole or in part, by the Manager in its sole and absolute discretion. No subscription shall be accepted or deemed to be accepted until you have been admitted as an Investor Member in the Company and the Closing Date; such admission shall be deemed an acceptance of this Agreement by the Company and the Manager for all purposes.
- ii) Irrevocability. Except as provided in this Agreement and under applicable state securities laws, this subscription is and shall be irrevocable, except that you shall have no obligations hereunder if this subscription is rejected for any reason, or if this offering is cancelled for any reason.
- iii) No Recommendation. No foreign, federal, or state authority has made a finding or determination as to the fairness for investment of the Preferred Units and no foreign, federal or state authority has recommended or endorsed or will recommend or endorse this offering.
- iv) No Disposal. You will not, directly or indirectly, assign, transfer, offer, sell, pledge, hypothecate or otherwise dispose of all or any part of your Interest (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of all or any part of the Interest) except in accordance with the registration provisions of the Securities Act or an exemption from such registration provisions, with any applicable state or other securities laws and with the terms of the Operating Agreement.
- v) Update Information. If there should be any change in the information provided by you to the Company or the Manager (whether pursuant to this Agreement or otherwise) prior to your purchase of any Preferred Units, you will immediately furnish such revised or corrected information to the Company.

## **8) General Contractual Matters**

- a) Amendments and Waivers. This Agreement may be amended and the observance of any provision hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of you and the Company.
- b) Assignment. You agree that neither this Agreement nor any rights, which may accrue to you hereunder, maybe transferred or assigned.
- c) Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to any party when delivered by hand, when delivered by facsimile, or when mailed, first class postage prepaid, (a) if to you, to you at the address or telecopy number set forth below your signature, or to such other address or telecopy number set forth below your signature, or to such other address or telecopy number as you shall have furnished to the Company in writing, and (b) if to the Company, to

it c/o Global Golf Tech LLC, 32234 Paseo Adelanto Suite F, San Juan Capistrano, CA 92675, Attention: Investor Relations or to such other address or addresses, or telecopy number or numbers, as the Company shall have furnished to you in writing, provided that any notice to the Company shall be effective only if and when received by the Manager.

- d) Governing law. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada without regard to principles of conflict of laws (except insofar as affected by the securities or “blue sky” laws of the State or similar jurisdiction in which the offering described herein has been made to you).
- e) Descriptive Headings. The descriptive headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement.
- f) Entire Agreement. This Agreement, the Suitability Statements and exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement, and there are no representations, covenants or other agreements except as stated or referred to herein.
- g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- h) Joint and Several Obligations. If you consist of more than one Person, this Agreement shall consist of the joint and several obligations of all such Persons.

(Remainder of the page intentionally left blank)

1) **Suitability Statements.** The truth, correctness and completeness of the following information supplied by you is warranted pursuant to above:

## FOR INDIVIDUALS

Printed Name of Purchaser: \_\_\_\_\_

### MARK TRUE OR FALSE OR COMPLETE, AS APPROPRIATE

#### Verification of Status as "Accredited Investor" under Regulation D

True          False

1. \_\_\_\_\_ You are a natural person (individual) whose own net worth, taken together with the net worth of your spouse, exceeds \$1,000,000. Net worth for this purpose means total assets (including personal property and other assets) in excess of total liabilities EXCLUDING your primary residence.

Except as provided in paragraph (2) of this section, for purposes of calculating net worth under this paragraph:

- (i) The person's primary residence shall not be included as an asset;
- (ii) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
- (iii) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

2. \_\_\_\_\_ You are a natural person (individual) who had an individual income in excess of \$200,000 in each of the two previous years, or joint income with your spouse in excess of \$300,000 in each of those years, and who reasonably expects to reach the same income level in the current year.

3. \_\_\_\_\_ You are a director, executive officer, or Manager of the Company or a director, executive officer of the Manager of the Company.

4. \_\_\_\_\_ You have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of investing in the Preferred Units.

#### Disclosure of Foreign Citizenship

True          False

1. \_\_\_\_\_ You are a citizen of a country other than the United States.

If the answer to the preceding question is true, specify the country of which you are a citizen on the line below. \_\_\_\_\_

## FOR ENTITIES

Printed Name of Purchaser: \_\_\_\_\_

### MARK TRUE OR FALSE OR COMPLETE, AS APPROPRIATE

#### Verification of Status as "Accredited Investor" under Regulation D

True      False

1. \_\_\_\_\_ You are either
  - (i) a bank, or any savings and loan association or other institution acting in its individual or fiduciary capacity;
  - (ii) a broker dealer;
  - (iii) an insurance company;
  - (iv) an investment company or a business development company under the Investment Company Act of 1940;
  - (v) a Small Business Investment Company licensed by the U.S. Small Business Administration; or
  - (vi) an employee benefit plan whose investment decision is being made by a plan fiduciary, which is either a bank, savings and loan association, insurance company or registered investment adviser or an employee benefit plan whose total assets are in excess of \$5,000,000 or a self-directed employee benefit plan whose investment decisions are made solely by persons that are accredited investors.
2. \_\_\_\_\_ You are a private business development company as defined under the Investment Advisers Act of 1940.
3. \_\_\_\_\_ You are either
  - (i) an organization described in Section 501(c)(3) of the Internal Revenue Code;
  - (ii) a corporation;
  - (iii) a Massachusetts or similar business trust; or
  - (iv) a partnership, in each case not formed for the specific purpose of acquiring the securities offered and in each case with total assets in excess of \$5,000,000.
4. \_\_\_\_\_ You are an entity as to which all the equity owners are accredited investors.
5. \_\_\_\_\_ You are a trust, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000 and whose purchase is directed by a



sophisticated person.

6. \_\_\_\_\_ You (i) were not formed, and (ii) are not being utilized, primarily for the purpose of making an investment in the Company (and investment in this Company does not exceed 40% of the aggregate capital committed to you by your partners, shareholders or others).

7. \_\_\_\_\_ You are, or are acting on behalf of, (i) an employee benefit plan within the meaning of Section 3(3) of ERISA, whether or not such plan is subject to ERISA; or (ii) an entity which is deemed to hold the assets of any such employee benefit plan pursuant to 29 C.F.R. 2510.3-101. For example, a plan that is maintained by a foreign corporation, governmental entity or church, a Keogh plan covering no common-law employees and an individual retirement account are employee benefit plans within the meaning of Section 3(3) of ERISA but generally are not subject to ERISA.

8. \_\_\_\_\_ You are, or are acting on behalf of, such an employee benefit plan, or are an entity deemed to hold the assets of any such plan or plans (i.e., you are subject to ERISA).

9. \_\_\_\_\_ You are a U.S. pension trust or governmental plan qualified under Section 401(a) of the Code or a U.S. tax-exempt organization qualified under Section 501(c)(3) of the Code.

10. \_\_\_\_\_ You rely on the "private investment company" exclusion provided by Section 3(c)(1) or 3(c)(7) of the Investment Company Act of 1940 to avoid registration and regulation under such Act.

## Disclosure of Foreign Citizenship

True      False

1. \_\_\_\_\_ You are an entity organized under the laws of a jurisdiction other than those of the United States or any state, territory or possession of the United States (a "Foreign Entity").

2. \_\_\_\_\_ You are a government other than the government of the United States or of any state, territory or possession of the United States (a "Foreign Government").

3. \_\_\_\_\_ You are a corporation of which, in the aggregate, more than one-fourth of the capital stock is owned of record or voted by Foreign Citizens, Foreign Entities, Foreign Corporations (as defined below) or Foreign Company (as defined below) (a "Foreign Corporation").

4. \_\_\_\_\_ You are a general or limited partnership of which any general or limited partner is a Foreign Citizen, Foreign Entity, Foreign Government, Foreign Corporation or Foreign Company (as defined below) (a "Foreign Company").

5. \_\_\_\_\_ You are a representative of, or entity controlled by, any of the entities listed in items 1 through 4 above.

If you are in agreement with the foregoing, please sign the enclosed counterparts of this Subscription Agreement and return such counterparts of this Agreement to the Manager.

The foregoing Subscription Agreement is hereby agreed to by the undersigned as of date indicated below.

\_\_\_\_\_  
Registered Account Name (Please Print)

\_\_\_\_\_  
Registered Account Address (Street, City, State, Zip Code)

\_\_\_\_\_  
Mailing Address (Fill in Mailing Address only if different from Registered Account Address)

Email Address:\_\_\_\_\_

Primary Phone:\_\_\_\_\_

\_\_\_\_\_ Private Placement Memorandum (PPM) received and reviewed. Subscriber or Authorized Representative (if not an individual), please "initial".

TOTAL CAPITAL CONTRIBUTION \$ \_\_\_\_\_

Social Security or Taxpayer I.D. No. (Must be completed)\_\_\_\_\_

State in which Subscription Agreement signed if other than state of residence: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Subscriber or Authorized Representative (if not an individual)

#### SIGNATURE VERIFICATION

By:\_\_\_\_\_ Date: \_\_\_\_\_

Witness

## EXHIBIT A

### TO SUBSCRIPTION AGREEMENT

CERTIFICATE TO BE GIVEN BY ANY PURCHASER THAT IS A PARTNERSHIP OR LIMITED LIABILITY COMPANY

CERTIFICATE OF \_\_\_\_\_ (the "Partnership")  
(Name of Company)

The undersigned, constituting all of the partners/members of the Partnership that must consent to the proposed investment by the Partnership hereby certify as follows:

1. That the Partnership commenced business on and was established under the laws of the State of \_\_\_\_\_ on \_\_\_\_\_ and is governed by a Partnership/Operating Agreement dated \_\_\_\_\_.
2. That, as the partners/members of the Partnership, we have the authority to determine, and have determined, (i) that the investment in, and the purchase of an interest in Global Golf Tech LLC is of a benefit to the Partnership, and (ii) to make such investment on behalf of the Partnership.
3. That \_\_\_\_\_ is authorized to execute all necessary documents in connection with our investment in Global Golf Tech LLC. IN WITNESS WHEREOF, we have executed this certificate as the partners of the Partnership effective as of \_\_\_\_\_, 20\_\_\_\_, and declare that it is truthful and correct.

(Name of Partnership):

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT B**  
**TO SUBSCRIPTION AGREEMENT**

CERTIFICATE TO BE GIVEN BY ANY PURCHASER THAT IS A TRUST

CERTIFICATE OF \_\_\_\_\_ (the "Trust")  
(Name of Trust)

The undersigned, constituting all of the trustees of the Trust, hereby certify as follows:

1. That the Trust was established pursuant to a Trust Agreement dated \_\_\_\_\_, \_\_\_\_\_  
(the "Agreement")
2. That, as the trustee(s) of the Trust, we have determined that the investment in, and the purchase of, Preferred Units in Global Golf Tech LLC is of benefit to the Trust and have determined to make such investment on behalf of the Trust.
3. That \_\_\_\_\_ is authorized to execute, on behalf of the Trust, any and all documents in connection with the Trust's investment in Global Golf Tech LLC.

IN WITNESS WHEREOF, we have executed this certificate as the trustee(s) of the Trust this day of \_\_\_\_\_, 20\_\_\_\_, and declare that it is truthful and correct.

\_\_\_\_\_  
(Name of Trust)

By: \_\_\_\_\_  
Trustee

## EXHIBIT C

### TO SUBSCRIPTION AGREEMENT

CERTIFICATE TO BE GIVEN BY ANY PURCHASE THAT IS A CORPORATION

CERTIFICATE OF \_\_\_\_\_ (the "Corporation")  
(Name of Corporation)

The undersigned, being the duly elected and acting Secretary or Assistant Secretary of the Corporation, hereby certifies as follows:

1. That the Corporation commenced business on and was incorporated under the laws of the State of \_\_\_\_\_ on \_\_\_\_\_.
2. That the Board of Directors of the Corporation has determined, or appropriate to officers under authority of the Board of Directors have determined, that the investment in, and purchase of, the Preferred Units in Global Golf Tech LLC is of benefit to the Corporation and has determined to make such investment on behalf of the Corporation. Attached hereto is a true, correct and complete copy of resolutions of the Board of Directors (or an appropriate committee thereof) of the Corporation duly authorizing this investment, and said resolutions have not been revoked, rescinded or modified and remain in full force and effect.
3. That the following named individuals are duly elected officers of the Corporation, who hold the offices set opposite their respective names and who are duly authorized to execute any and all documents in connection with the Corporation's investment in Global Golf Tech LLC and that the signatures written opposite their names and titles are their correct and genuine signatures.

| Name  | Title | Signature |
|-------|-------|-----------|
| _____ | _____ | _____     |
| _____ | _____ | _____     |
| _____ | _____ | _____     |

IN WITNESS WHEREOF, I have executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and declared that it is truthful and correct.

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## CONFIDENTIAL INVESTOR QUESTIONNAIRE

The information contained herein is being furnished in order to enable you to determine whether a sale of Limited Liability Company Preferred Units (the "Units") in Global Golf Tech LLC (the "Company") pursuant to the Company's Private Placement Memorandum may be made to the undersigned (the "Investor") without registration of the Units under the Securities Act of 1933, as amended, or any applicable state securities law. This Questionnaire is not an offer to purchase or an acceptance of an offer to sell Preferred Units, but is, in fact, a response to a solicitation of information to provide you a basis for determining the appropriateness of any sale to the undersigned prospective investor.

### 1. FOR INDIVIDUAL INVESTORS:

#### (a) Personal Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ U.S. Citizen (select one): Yes \_\_\_\_\_ No \_\_\_\_\_

College: \_\_\_\_\_

Degree: \_\_\_\_\_ Year: \_\_\_\_\_

Graduate School: \_\_\_\_\_ Year: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

#### (b) Business/Employment Information

Business/Employer Name: \_\_\_\_\_

Nature of Business or Employment \_\_\_\_\_

Position and Duties: \_\_\_\_\_

\_\_\_\_\_

Please set forth other prior occupations or duties during the past five years:

\_\_\_\_\_

\_\_\_\_\_

Year of Anticipated Retirement: \_\_\_\_\_

## 2. FOR INVESTORS THAT ARE CORPORATIONS, PARTNERSHIPS, TRUSTS OR OTHER ENTITIES:

### (a) General Information

Name: \_\_\_\_\_

Address of Principal Office: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date and state incorporation or organization: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

(b) Individual Authorized to Execute this Questionnaire (Name and Title): \_\_\_\_\_

\_\_\_\_\_

(c) Name of record and beneficial owner of entity (10% ownership or more): \_\_\_\_\_

\_\_\_\_\_

## 3. FOR ALL INVESTORS

### (a) Relationship to the Company or managers of the Company:

\_\_\_\_\_

(b) The undersigned is an officer or director of a publicly held company (select one):

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, specify: \_\_\_\_\_

(c) I [have] [have not] personally invested in investments sold by means of private placements within the past five years.

(d) Please list all investments made during the past five years (include dates, nature, and amounts of investment):

\_\_\_\_\_

\_\_\_\_\_

(e) I consider myself to have such knowledge and experience in financial and business matters to enable me to evaluate the merits and risks of investment in the Company (select one).

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, please set forth below (or in an attachment) the basis for your answer (e.g. investment or business experience, profession, past review of other investment offerings, etc.).

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(f) Listed below are the categories of accredited investors, as defined by Regulation D, promulgated under the Securities Act of 1933, as amended. Please check the appropriate space provided below if the Investor falls within one or more of these categories. The undersigned meets one or more of the following "accredited" categories as indicated in the space provided below (check all appropriate categories).

(1) Any natural person whose individual net worth or joint net worth with that person's spouse, at the time of this purchase, exceeds \$1,000,000 (excluding the value of a primary residence). For purposes of determining an individual's net worth, indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability). In addition, indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability. \_\_\_\_\_

(2) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year. \_\_\_\_\_

(3) A bank, insurance company, registered investment company, employee benefit plan if the investment decision is made by a bank, insurance company, or registered investment adviser, or an employee benefit plan with more than \$5 million of assets. \_\_\_\_\_

(4) Any private development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940. \_\_\_\_\_

(5) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, or similar business trust, or partnership not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000. \_\_\_\_\_

(6) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer. \_\_\_\_\_

(7) Any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).

(8) Any entity in which all of the equity owners are accredited investors. \_\_\_\_\_

(9) The Investor does not qualify in any accredited category as indicated above. \_\_\_\_\_

(g) Please indicate whether you intend to have an attorney, accountant, investment advisor or other consultant act as Purchaser Representative in connection with this investment. (Circle One):    Yes       No

If yes, please list the name, business address and telephone number of the person who is your purchaser representative.

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

If the undersigned utilizes a Purchaser Representative, the Purchaser Representative will be required to complete a questionnaire to be supplied by the Company.

#### **4. GROSS INCOME: \$**

If the undersigned is an individual, was your personal income from all sources for the previous calendar year more than (choose the highest number applicable for each year).

|      |           |           |            |
|------|-----------|-----------|------------|
| 2021 | \$150,000 | \$200,000 | \$250,000+ |
| 2022 | \$150,000 | \$200,000 | \$250,000+ |
| 2023 | \$150,000 | \$200,000 | \$250,000+ |

#### **5. NET WORTH (NET WORTH SHALL NOT INCLUDE AN INDIVIDUAL'S PRIMARY RESIDENCE AND INDEBTEDNESS SECURED BY THE PRIMARY RESIDENCE IN EXCESS OF THE VALUE OF THE HOME SHOULD BE CONSIDERED A LIABILITY AND DEDUCTED WHEN DETERMINING NET WORTH):**

(a) My personal net worth (including the net worth of my spouse)  
is now estimated at: \$ \_\_\_\_\_

(b) My estimated liquid assets equal: \$ \_\_\_\_\_

(c) My estimated non-liquid assets equal: \$ \_\_\_\_\_

## 6. FOR ENTITIES:

If the undersigned is an entity which checked item (8) under Paragraph 3(f) above reliance upon the accredited investor categories set forth in items 1 and 2 of Paragraph 3(f), please state the name, address, total personal income from all sources for the previous calendar year, and the net worth (exclusive of home, furnishings, and personal automobiles) for each equity owner of said entity:

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The Investor hereby certifies that the information contained herein is complete and accurate and the Investor will notify the Company of any change in any of such information. Specifically, the Investor hereby certifies that the information contained above concerning the Investor's residency is true and correct. The Investor realizes and understands that, but for the truth of the information contained herein, the Investor would not receive consideration by the Company pertaining to this investment.

If the Questionnaire is completed on behalf of a corporation, partnership, trust or estate, I, the person executing on behalf of the Investor, represent that I have the authority to execute and deliver the Questionnaire on behalf of such corporation, partnership, trust or estate.

Dated:\_\_\_\_\_

### 1. Signature for Individual Investor

Signature:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Signature of Joint Investor:\_\_\_\_\_

Printed Name:\_\_\_\_\_

### 2. Signature for Partnership, Trust, Corporation, or Other Entity

Name of Investor:\_\_\_\_\_

By: \_\_\_\_\_

Signature:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_



**For IRA Accounts Only**

Accepted and approved by: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Global Golf Tech LLC**

Signature: \_\_\_\_\_

**Global Golf Tech LLC**

By: \_\_\_\_\_