

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (this “**Agreement**”) is entered into as of December [], 2025 (the “**Effective Date**”) by and between First Pitch Entertainment, LLC, a Delaware limited liability company (“**Assignor**”), and Around the Herd Holdings LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee are each referred to herein as a “**Party**” and, collectively, the “**Parties**.”

WHEREAS, Assignor is party to that certain Settlement Agreement and Mutual Release, dated as of August 22, 2024 (the “**Settlement Agreement and Release**”), by and between City of Visalia and Assignor; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement and Release; and

WHEREAS, simultaneously herewith, pursuant to the Asset Purchase Agreement, dated as of November 15, 2025, by and between Assignor and Assignee (the “**Purchase Agreement**”), Assignor is selling, assigning, and transferring, and Assignee is purchasing, all of Assignor’s right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement) (the “**Transaction**”).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. For good and valuable consideration received by Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably grants, transfers, and assigns to Assignee, the entire right, title, and interest of Assignor in and to the Settlement Agreement and Release. Assignee hereby accepts such assignment and assumes and agrees to perform and be bound by all of the covenants, agreements, provisions, conditions, liabilities and obligations of Assignor under the Settlement Agreement and Release arising from and after the Effective Date. Except as expressly stated otherwise, nothing contained in this Agreement shall amend, modify, or alter in any way the terms, covenants, agreements, and conditions set forth in the Settlement Agreement and Release.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Settlement Agreement and Release are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Further Assurances. Each of the Parties hereto shall execute and deliver, at the reasonable request of the other Party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

FIRST PITCH ENTERTAINMENT, LLC

By_____

Name:

Title:

AROUND THE HERD HOLDINGS LLC

By: OnDeck Partners LLC, its managing member

By: Avenue Sports Opportunities Master HoldCo Fund, L.P., its managing member

By: Avenue Sports Opportunities Fund GenPar, LLC, its general partner

By: GL Sports Opportunities Partners, LLC, its managing member

By_____

Name: Sonia Gardner

Title: Member