

**FIRST AMENDMENT TO
LICENSE AGREEMENT
(CLAY COUNTY /BLD USA)**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (this "First Amendment") is entered effective December 3, 2013 by and between the Clay County Development Authority, an independent special district of the State of Florida (the "CCDA") and Big League Dreams USA, LLC, a California limited liability company ("BLD USA") with respect to that certain License Agreement dated to be effective December 14, 2011 (the "License Agreement") between the parties.

RECITALS

A. The CCDA paid the License Fee (as this and all other capitalized terms used but not otherwise defined in this First Amendment are defined in the License Agreement) to BLD USA as provided in Section 5 of the License Agreement.

B. The CCDA has identified and begun the process of acquiring appropriate land for and to finance the development of the Sports Park. However, the land acquisition and project finance involve multiple parties and require additional time to finalize.

C. To preserve the CCDA's rights with respect to the repayment of the License Fee by BLD USA, but to enable Sports Park project work to continue, the parties wish to amend the License Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

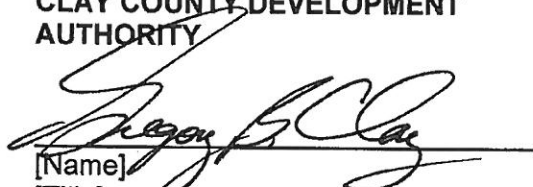
1. Section 6.2 Amendments. Section 6.2 of the License Agreement is hereby amended and restated in full to read as follows:

"6.2 CCDA Pre-DBFOM Vendor Contract Termination Prior to the execution of a contract between the CCDA and any DBFOM Vendor, the CCDA may, by written notice to BLD USA effective upon delivery thereof, terminate this License Agreement. In the event the effective date of such termination is on or prior to the date shown in the left column below, BLD USA shall, within ninety (90) days of the effective date of the termination, repay that portion of the License Fee set forth in the right column below.

All other terms and conditions of the License Agreement shall, except as expressly modified by this First Amendment, remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to License Agreement to be executed effective as of the day and year first set forth above.

**CLAY COUNTY DEVELOPMENT
AUTHORITY**

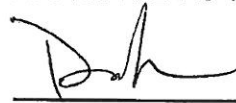


[Name]
[Title]

ATTEST:

[Name]
[Title]

APPROVED AS TO FORM:



[Name] DAVID COHEN
[Title] Counsel

BIG LEAGUE DREAMS USA, LLC



Scott Parks LeTellier
Chief Executive Officer

