

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (the "Agreement") is entered effective December 14, 2011 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").

### RECITALS

A. The CCDA, in partnership or otherwise in cooperation with another governmental entity in Clay County, Florida (a "Government Partner"), intends to develop and construct a recreational sports park in Clay County (the "County") featuring adult and youth softball/baseball diamonds; one or more restaurants and concession stands; an indoor soccer pavilion adaptable for group events and functions; administration and maintenance facilities; a batting cage; a children's playground; and other amenities (the "Sports Park").

B. The Sports Park is intended to promote economic development in the County and benefit the citizens of the County. Accordingly, the CCDA and/or its Government Partner wishes to finance the construction of the Sports Park.

C. To enhance the enjoyment of participants at, and to attract them to, the Sports Park once so constructed, the CCDA wishes to obtain from BLD USA a non-exclusive right to use the Big League Dreams Intellectual Property (as such term is defined and more fully described in Section 1) in connection with the Sports Park. BLD USA represents that it has invested significant financial and management resources to develop, protect and create value in the BLD Intellectual Property. In return for the License Fee (as hereinafter defined), BLD USA shall grant the CCDA a non-exclusive license to use the BLD Intellectual Property subject to the terms and conditions set forth in this Agreement.

D. It is the intent and understanding of the CCDA and BLD USA that the CCDA and/or its Government Partner shall construct the Sports Park through the competitive solicitation and procurement of professional services to design, build, finance, operate and maintain the Sports Park through one or more professional services firms (the "DBFOM Vendors"). The DBFOM Vendors shall be selected consistent with Section 287.055, Florida Statutes, and other applicable Florida law. These DBFOM Vendors shall utilize and rely upon the BLD Intellectual Property to design and build the Sports Park. BLD USA shall provide all prospective DBFOM Vendors confidential access to the BLD Intellectual Property to ensure each prospective bidder has full access to any and all information necessary to fully and fairly compete in the CCDA's procurement of the DBFOM Vendors.

E. The CCDA, to protect the uniqueness and appeal of the Sports Park, also wishes to receive assurances that BLD USA will not license certain aspects of the BLD

Intellectual Property to any city or county located within certain protected areas set forth below in Section 4(a). Thus, in return for payment of the License Fee by the CCDA, BLD USA also shall agree not to license certain aspects of the BLD Intellectual Property to any such city or county during the Term (as hereinafter defined).

**NOW, THEREFORE,** in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

**1. BLD INTELLECTUAL PROPERTY** BLD USA represents that it has a proprietary interest and intellectual property rights in the look, design, style, shape, color scheme and architecture of Big League Dreams Sports Parks, which incorporate architectural design features developed by BLD USA and inspired by professional baseball stadiums in which games are now or have been played by professional baseball teams, including, without limitation, the following design elements: (a) the foul pole to foul pole look of the field from the batter's perspective, including depictions of crowd scenes, facades, historically relevant scoreboards, outfield walls, bullpens, grandstands, skylines and landscaping (collectively the "Replica Features"); (b) the design of the food and beverage concession facilities; and (c) the overall design and layout of the Big League Dreams Sports Parks; the elements of which are further identified in representative photographs attached as Exhibit A (collectively referred to herein as the "BLD Intellectual Property"). The BLD Intellectual Property shall not include the name "Big League Dreams" or any logos or trademarks owned or used by BLD USA or its Affiliates in the operation or marketing of existing Big League Dreams Sports Parks (the "BLD Name and Marks").

## **2. LICENSE**

(a) During the Term of this Agreement, and except as limited herein, BLD USA grants the CCDA a nonexclusive license (subject to specific restrictions on BLD USA and its Affiliates within certain Protected Areas as defined in Section 4(a) below) to use the BLD Intellectual Property in connection with the design, construction, operation and maintenance of the Sports Park (the "License"). The CCDA may, in the CCDA's sole discretion, sublicense the CCDA's rights under this Agreement, in whole or in part, to a Government Partner.

(b) All first time uses of the License by the CCDA must be approved by BLD USA in writing in advance. BLD USA's approval shall not be unreasonably withheld or delayed. In general, uses of BLD Intellectual Property permitted at other Big League Dreams Sports Parks shall be approved for use in connection with the design, construction, operation and maintenance of the Sports Park.

(c) The CCDA may, in the CCDA's sole discretion, sublicense the CCDA's rights under this Agreement, in whole or in part, to the DBFOM Vendors for the sole purpose of enabling them to provide professional services to the CCDA in

connection with the design, construction, operation and maintenance of the Sports Park. The CCDA shall not otherwise have any right to sublicense or otherwise permit or transfer the use of the BLD Intellectual Property to any other person, entity or group, including, without limitation, any merchandiser, wholesaler, distributor, manufacturer or retailer, in connection with the promotion, sale or distribution of any merchandise or other goods or services.

(d) The BLD Intellectual Property is and shall remain the sole property of BLD USA, subject to the License. In the event BLD USA or any Affiliate obtains (or renews) new or additional copyrights, patents, trademarks, trade names, service marks or other forms of protective rights in any of the BLD Intellectual Property, or any aspect thereof, those rights shall remain the sole property of BLD USA or its Affiliate, subject to the License. "Affiliate", for purposes of this Agreement, shall mean any entity in which BLD USA owns at least a fifty percent (50%) capital voting interest of the common stock, partnership units or limited liability company membership interests, as applicable. The License will be expanded to include a non-exclusive license to use the BLD Name and Marks in the event BLD USA or any Affiliate is selected as a DBFOM Vendor.

### **3. COOPERATION OF LICENSOR**

(a) BLD USA shall at all times during the Term of this Agreement cooperate with the CCDA, its Government Partner, any prospective DBFOM Vendors and the successful DBFOM Vendors in the use and application of the BLD Intellectual Property for the design, construction, operation and maintenance of the Sports Park. BLD USA may, at its sole discretion and its sole expense, retain any professional(s) it deems necessary or appropriate to cooperate with the CCDA, its Government Partner, prospective DBFOM Vendors and the successful DBFOM Vendor in the design, construction, financing, operation and maintenance of the Sports Park.

(b) BLD USA may require the CCDA, its Government Partner, any prospective DBFOM Vendors and the successful DBFOM Vendors to execute a confidentiality agreement prior to providing any confidential business information, including the BLD Intellectual Property. No additional charge may be required by BLD USA as consideration for the confidentiality agreement. Any such confidentiality agreement must be reasonable in form and content and promptly provided by BLD USA for review, modification and ultimately execution by the CCDA, its Government Partner, any prospective DBFOM Vendors and/or the successful DBFOM Vendors.

(c) BLD USA understands that documents in the possession of the CCDA can only be maintained confidential to the extent allowed under the Florida Public Records Act. In each instance where BLD USA provides to the CCDA any documents that BLD USA considers to be proprietary and confidential trade secrets as defined in Chapter 688, the Florida Uniform Trade Secrets Act, it shall label them as such. The CCDA shall maintain these documents in a confidential manner consistent

with Chapter 688, Florida Statutes. In the event the CCDA receives a public records request for documents identified by BLD USA as proprietary and confidential trade secrets, the CCDA shall promptly notify BLD USA of the request. If, after consultation with the CCDA, BLD USA continues to maintain that the documents are proprietary and confidential trade secrets under Florida law, and exempt from public disclosure pursuant to an applicable exemption of the Florida Public Records Act, then the CCDA shall assert the applicable exemption from disclosure under the Public Records Act. BLD USA, at its own expense, shall defend, indemnify or at its option, settle, any and all claims, including but not limited to, claims for attorneys' fees and costs under the Florida Public Records Act, brought against the CCDA or its officials, agents and employees arising from the CCDA's assertion of a public records exemption pursuant to this paragraph (c). Nothing herein shall be interpreted to authorize or require the CCDA to violate the requirements of the Florida Public Records Act or any order of any court of competent jurisdiction.

#### 4. NON-COMPETE PROTECTIONS

(a) Subject to the terms of this paragraph, the License is a non-exclusive right. BLD USA shall have the right to enter similar licensing agreements with other municipalities, counties, entities or persons provided that neither BLD USA nor any Affiliates shall license the Replica Features or the BLD Name and Marks to anyone (except CCDA under this Agreement), including without limitation any incorporated or unincorporated city, (a) for use within thirty-five (35) miles of the Sports Park; (b) for use in any of Baker, Bradford, Clay, Duval, Nassau, Putnam, St. Johns or Union Counties, Florida; or (c) for use within the municipal limits of the City of Daytona Beach, Florida (collectively the "Protected Areas"). Subject to the foregoing restriction on its right to license or use the Replica Features or the BLD Name and Marks anywhere within the Protected Areas, BLD USA and its Affiliates may participate, assist, manage, maintain, operate or serve as a consultant in the development or construction of any type of recreational sports complex located within the Protected Areas which does not directly compete with the travel tournament play business intended to be generated at the Sports Park as a result of this Agreement.

(b) In the event BLD USA transfers, licenses, assigns or otherwise conveys any interest in or to the BLD Intellectual Property to any person or entity, including without limitation any officer, director, member or owner of BLD USA, BLD USA shall make such transfer, assignment or other conveyance expressly subject to the non-compete provisions of this Section 4.

(c) The CCDA agrees not to engage a vendor with an approach similar to BLD USA to developing the Sports Park for a period of two (2) years after the termination of this Agreement, in the event the Agreement is terminated by the CCDA pursuant to Section 6.2 herein.

**5. LICENSE FEE** In return for: (a) use of the BLD Intellectual Property in the design, construction, operation and maintenance of the Sports Park and (b) the territorial non-compete protections set forth in Section 4, the CCDA shall pay BLD USA the sum of Four Hundred Fifty Thousand Dollars (\$450,000) within thirty (30) days from the date of its approval of this License Agreement (the "License Fee"). The License Fee payment shall be wire transferred to the BLD USA bank account in California in accordance with wire transfer instructions to be furnished to the CCDA by BLD USA.

**6. TERM**

**6.1 Duration** Unless earlier terminated in accordance with Sections 6.2, 6.3 or 10 below, the term of this Agreement (the "Term") shall commence on the effective date of this Agreement set forth in the preamble hereto (the "Effective Date") and continue for a period of thirty (30) years.

**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.

If the effective date of the License Agreement termination notice is:	Then BLD USA shall repay the following portion of the License Fee to the CCDA within ninety (90) days of the effective date of the termination notice:
On or before two (2) years from the Effective Date of this Agreement	\$400,000
Any time after two (2) years from the Effective Date of this Agreement	\$0

In any event, BLD USA shall have no obligation to repay any or all of the License Fee after the second (2nd) anniversary of the Effective Date of this Agreement.

**6.3 BLD USA Pre-DBFOM Vendor Contract Termination** Prior to the execution of a contract between the CCDA and any DBFOM Vendor, BLD USA may, by written notice to the CCDA effective upon delivery thereof, terminate this License Agreement. In the event it does so, BLD USA shall, within sixty (60) days of the effective date of the termination, repay the License Fee in full to the CCDA.

**7. PARTNERSHIP OR JOINT VENTURE** Nothing contained in this Agreement shall be deemed to create any type of partnership, joint venture, principal-agent or similar relationship between BLD USA and the CCDA, nor shall BLD USA be deemed a guarantor of the obligations or liabilities of any Affiliate, person or entity. Rather, BLD USA shall at all times be deemed an independent contractor and licensor.

**8. DEFENSE AND INDEMNIFICATION** BLD USA, at its own expense, shall defend, indemnify or, at its option, settle, any and all claims brought against the County, the CCDA or their officials, agents and employees (a) by any non-DBFOM Vendor third party alleging an infringement of any copyright, service mark or trade mark or any other intellectual property of any such third party by virtue of the use by the CCDA or any of the DBFOM Vendors of the BLD Intellectual Property pursuant to this Agreement or (b) by any DBFOM Vendor alleging that use of the BLD Intellectual Property or plans therefor caused them damages for construction of the Sports Park; provided, however, the County and the CCDA shall provide BLD USA with: (a) prompt written notice of any such claim; (b) control over the defense and settlement of such claim; and (c) proper and full information and assistance to settle and/or defend any such claim. The foregoing provisions of this Section 8 state the entire liability and obligations of BLD USA, and the exclusive remedy of the County and the CCDA (other than the CCDA's right to terminate this Agreement as provided elsewhere herein), with respect to any actual or alleged interference or infringement of any rights of the CCDA or of any DBFOM Vendor to use the BLD Intellectual Property pursuant to this Agreement. The BLD USA indemnification obligation shall be limited to claims related to the use of the BLD Intellectual Property provided for herein and claims related to the Florida Public Records Act as provided in Section 3(c) herein. BLD USA is not indemnifying the CCDA for other claims, including, but not limited to, the negligence of the DBFOM Vendors. BLD USA shall have no defense or indemnification obligations to the County or the CCDA or any related indemnified parties with respect to any legal challenge brought by any third party (a) to this Agreement, (b) to any other agreement entered between the County or the CCDA and BLD USA or any Affiliate or (c) to the construction or development of the Sports Park.

**9. REPRESENTATIONS**

BLD USA warrants and represents to the CCDA as follows:

(a) BLD USA is a validly existing limited liability company organized and in good standing under the laws of California.

(b) The execution of this Agreement and completion of the transactions contemplated hereby will not result in or constitute a default under any agreement or instrument to which BLD USA is a party.

(c) BLD USA has the right to construct or license the construction of baseball/softball fields with architectural design features inspired by baseball stadiums constructed prior to 1989 in which games are now or have been played by professional baseball teams and such construction in a manner consistent with the BLD Intellectual Property shall not constitute an infringement upon any copyright or similar design protection laws. The CCDA and BLD USA shall agree on the specific stadium design(s) to be constructed at the Sports Park. BLD USA shall make recommendations for specific designs to the CCDA and/or the CCDA's selected DBFOM Vendor based on the experience gained at other Big League Dreams Sports Parks and the appeal such designs have for group business use or league or tournament play.

**10. TERMINATION** This Agreement and the License shall terminate: (a) as provided in Sections 6.2 or 6.3 herein; (b) effective thirty (30) days after the mutual written agreement of the parties to terminate this Agreement; or (c) on written notice upon the occurrence of any of the following:

#### **10.1 Termination by BLD USA**

(a) Any material breach by the CCDA pursuant to the terms or conditions of this Agreement, which material breach is not cured within thirty (30) days after written notice from BLD USA to the CCDA of such breach. Notwithstanding the foregoing, if the failure to perform cannot reasonably be cured within thirty (30) days, the CCDA shall not be in default of this Agreement if the CCDA commences to cure the failure to perform within the thirty (30) day period, and after written notice by the CCDA to BLD USA that it has done so, the CCDA diligently and in good faith prosecutes the cure to completion.

(b) The CCDA's failure to pay the License Fee within ten (10) days after written notice from BLD USA to the CCDA of such breach.

#### **10.2 Termination by the CCDA**

(a) If at any time during the DBFOM Vendor selection process described in Recital D, BLD USA fails to timely respond to any reasonable request by the CCDA, prospective DBFOM Vendors or successful DBFOM Vendors for confidential access to any BLD Intellectual Property licensed by the CCDA under this Agreement, which material breach is not cured within ten (10) days after written notice from the CCDA to BLD USA of such breach. In the event of breach by BLD USA and termination by the CCDA pursuant to this Section 10.2(a), the CCDA shall be due full repayment of the License Fee within ninety (90) days of the effective date of the termination notice.

(b) Any material breach by BLD USA pursuant to the terms or conditions of this Agreement, other than as provided in Section 10.2(a), which material breach is not cured within thirty (30) days after written notice from the CCDA to BLD

USA of such breach. Notwithstanding the foregoing, if the failure to perform cannot reasonably be cured within thirty (30) days, BLD USA shall not be in default of this Agreement if BLD USA commences to cure the failure to perform within the thirty (30) day period, and after written notice by BLD USA to the CCDA that it has done so, BLD USA diligently and in good faith prosecutes the cure to completion. In the event BLD USA seeks to cure the failure to perform during a time period in excess of the thirty (30) days provided in this paragraph (b), the deadlines in Section 6.2 shall be tolled pursuant to this paragraph (b) until such time as BLD USA has fully cured its failure to perform.

## **11. MISCELLANEOUS PROVISIONS**

**11.1 Assignment** The CCDA shall have the right to assign its rights and obligations under this Agreement to any governmental or quasi-governmental agency controlled by the CCDA or to its Government Partner. Except as set forth in the preceding sentence and as provided in Section 2(c), the rights and obligations hereunder may not be assigned by the CCDA without the express prior written consent of BLD USA, which consent shall not be unreasonably withheld, delayed or conditioned. Subject to Section 4(b), provided BLD USA is not in default hereunder, BLD USA shall have the right to assign this Agreement to an Affiliate or any entity which shall have purchased all or substantially all of the assets of BLD USA.

**11.2 No Waiver** No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power or privilege hereunder. No waiver of any right, power or privilege hereunder shall be effective unless contained in a writing signed by the waiving party.

**11.3 Entire Agreement** This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification signed by both parties hereto.

**11.4 Severability and Survivability of Rights and Obligations** In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement. The rights and obligation of the parties in Sections 7, 8 and 9 herein shall survive termination of this Agreement for a period of one (1) year except as to claims arising prior to that time, as to which the provisions of such sections shall continue to apply through final resolution of such claims. In addition, notwithstanding the termination of this Agreement, the CCDA and/or its Government Partner may retain and continue to use in the operation of the Sports Park, without limitation, those stadium architectural design features (even though such features constitute part of the BLD Intellectual Property) constructed by the CCDA and/or its Government Partner. The CCDA and/or its Government Partner shall not be required to, but may elect to retrofit any improvements



License Agreement  
Clay County Development Authority/BLD USA

to the Sports Park or change the design or layout of the Sports Park after the termination of this Agreement without consultation or approval by BLD USA.

**11.5 Applicable Law and Venue** This Agreement shall be governed by the laws of the State of Florida. Venue for any legal action in connection with this Agreement shall be exclusively in the County of Clay, Florida, which the parties agree is a convenient forum.

**11.6 Modifications** This Agreement may only be amended by a written amendment signed by both parties.

**11.7 Non-Recourse** In the event of any dispute arising out of this Agreement or otherwise between the parties, the CCDA shall look only to BLD USA for recourse, and covenants not to sue or otherwise look to the assets of any officer, director, member, manager, employee, attorney or agent of BLD USA or of any Affiliate for recourse, and BLD USA shall look only to the CCDA for recourse, and covenants not to sue or otherwise look to the assets of any past or present elected official, officer, employee, attorney or agent of the CCDA for recourse.

**11.8 Notices** Any notice required pursuant to this Agreement shall be made by certified U.S. Mail, return receipt requested, or by personal delivery, as provided below and shall be effective upon receipt:

To CCDA:

Executive Director  
Clay County Development Authority  
1734 Kingsley Ave.  
Orange Park, FL 32073

With a Copy to:

Grady H. Williams, Jr., LL.M.  
Attorneys at Law, P.A.  
1543 Kingsley Ave., Ste. 5  
Orange Park, FL 32073

To BLD USA:

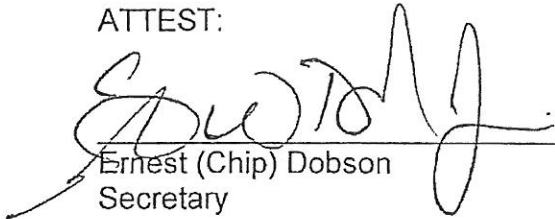
Scott Parks LeTellier  
Chief Executive Officer  
16339 Fairfield Ranch Road  
Chino Hills, CA 91709

IN WITNESS WHEREOF, the parties have executed this Agreement and made it effective on the date first set forth in the preamble.

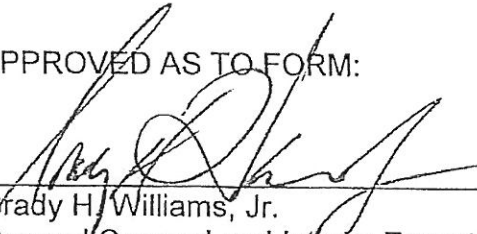
**CLAY COUNTY DEVELOPMENT  
AUTHORITY**

  
\_\_\_\_\_  
Joe Mobley  
Chair

ATTEST:

  
\_\_\_\_\_  
Ernest (Chip) Dobson  
Secretary

APPROVED AS TO FORM:

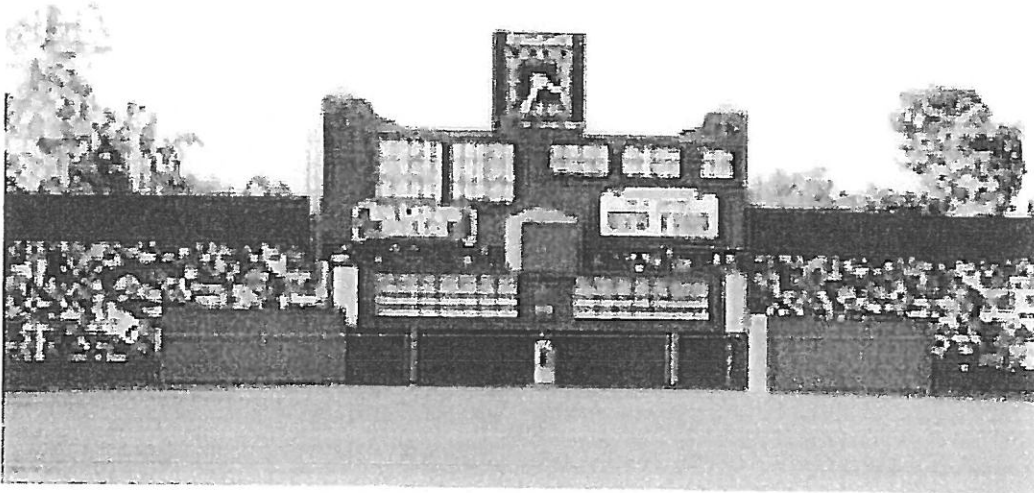
  
\_\_\_\_\_  
Grady H. Williams, Jr.  
General Counsel and Interim Executive  
Director

**BIG LEAGUE DREAMS USA, LLC**

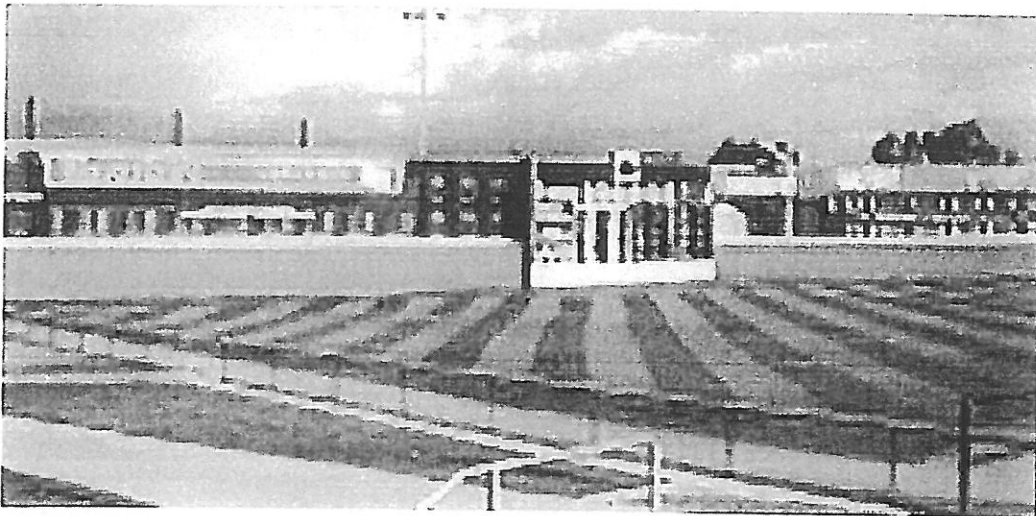
  
\_\_\_\_\_  
Scott Parks LeTellier  
Chief Executive Officer

EXHIBIT A

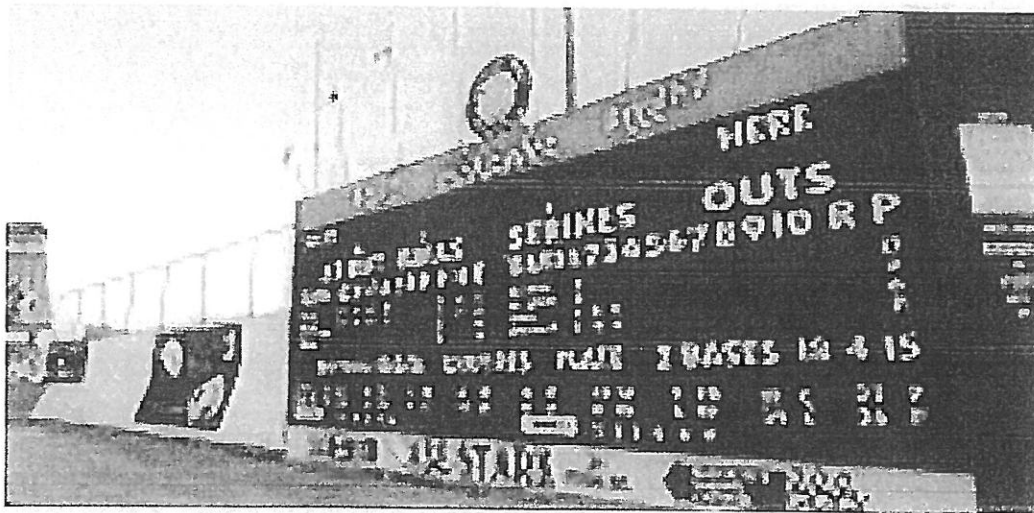
Photographs of the BLD Intellectual Property  
(Samples for Illustrative Purposes -- Not a Complete Listing)



Polo Grounds



Crosley Field



Ebbets Field



Tiger Stadium