SECOND AMENDMENT TO LICENSE AGREEMENT (CLAY COUNTY /BLD USA)

THIS SECOND AMENDMENT TO LICENSE AGREEMENT (this "Second Amendment") is entered effective June 18, 2014 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 Second Amendment are defined in the License Agreement) to BLD USA as provided in Section 5 of the License Agreement.
- B. The CCDA and BLD USA entered that certain First Amendment to License Agreement dated December 3, 2013 (the "First Amendment") to extend the time by which the CCDA could terminate the License Agreement without forfeiting any portion of the License Fee repayment amount set forth in Section 6.2 of the License Agreement until March 31, 2014, with BLD USA also being given the right to extend the March 31, 2014 date by ninety (90) days to June 29, 2014 by furnishing written notice thereof to the CCDA.
- C. On March 12, 2014, by written notice to the Executive Director of the CCDA pursuant to the First Amendment, BLD USA exercised its right to extend the date by which the CCDA could terminate the License Agreement without forfeiting any portion of the License Fee repayment amount to June 29, 2014.
- D. The parties desire now by this Second Amendment to further extend the time by which the CCDA can terminate the License Agreement without forfeiting any portion of the License Fee repayment amount to October 31, 2014 and to grant BLD USA an additional right to extend such date to December 31, 2014 by furnishing written notice thereof to the CCDA.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

- 1. <u>Section 6.2 Amendments</u>. 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.

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 October 31, 2014	\$400,000
Any time after October 31, 2014	\$0

In any event, BLD USA shall have no obligation to repay any or all of the License Fee after October 31, 2014 in the event the License Agreement shall not have been terminated by the CCDA or, with the approval of BLD USA, assigned on or prior to that date.

In its discretion, BLD USA may, by written notice to the CCDA given prior to October 31, 2014, extend the October 31, 2014 date set forth in the table and in the paragraph above to December 31, 2014.

Second Amendment to License Agreement CCDA / BLD USA Page 3	
/ / / / / / / / / / / / / / / / / / /	
All other terms and conditions of the License A First Amendment) shall, except as expressly remain in full force and effect.	
IN WITNESS WHEREOF, the parties have caused this Second Amendment to License Agreement to be executed effective as of the day and year first set forth above.	
	CLAY COUNTY DEVELOPMENT AUTHORITY
	Deloral Richs
ATTEST:	[Name] [Title]
	APPROVED AS TO FORM:
W. H. RANDALL [Name]	[Name] Lugary 4. williams, 32.
[Title] TREASURER	[Name] frang 4. WILLIAMS, TIL. [Title] france consol, con
	BIG LEAGUE DREAMS USA, LLC
	Scott Parks LeTellier
	Chief Executive Officer