

**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. 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

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All other terms and conditions of the License Agreement (as previously modified by the First Amendment) shall, except as expressly modified by this Second Amendment, 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**



[Name]

[Title]

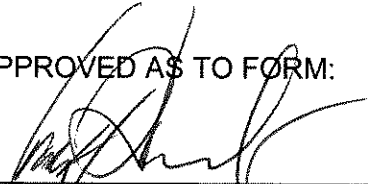
ATTEST:


W. H. RANDALL

[Name]

[Title] TREASURER

APPROVED AS TO FORM:



[Name]

[Title]

G. H. WILLIAMS, JR.,
GENERAL COUNSEL, CCDA

BIG LEAGUE DREAMS USA, LLC

Scott Parks LeTellier
Chief Executive Officer