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LICENSE AGREEMENT (LONG BEACH/BLD USA)

THIS LICENSE AGREEMENT (the "Agreement") is entered effective July 1, 2006 (the "Effective Date"), pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 20, 2006, by and between the City of Long Beach, a California municipal corporation (the "City") and Big League Dreams USA, LLC, a California limited liability company ("BLD USA").

RECITALS

A. The City and Big League Dreams Long Beach, LLC, an affiliate of BLD USA ("BLD Long Beach"), intend to enter a Maintenance and Operations Agreement (the "MOA") by which BLD Long Beach shall maintain and operate a sports park (the "Sports Park") to be constructed and developed by the City on approximately fifty (50) acres of City-owned property south of Spring Street between Orange and California Avenues in the City of Long Beach.

B. To avail itself of the benefits of BLD USA's unique and comprehensive business model for the marketing, operations and maintenance of the Sports Park and to enhance the enjoyment of participants at, and to attract them to, the Sports Park once it is constructed, the City desires to license from BLD USA the non-exclusive right to use the Big League Dreams "Total Image" and the Big League Dreams "Name and Marks", as both terms are herein defined, in connection with the Sports Park. (The "Total Image" and the "Name and Marks" are sometimes herein collectively referred to as the "BLD Intellectual Property.") 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 City a non-exclusive license to use the BLD Intellectual Property on the terms and conditions set forth in this Agreement.

C. The City, to protect the uniqueness and appeal of the Sports Park, also wishes to receive assurances that BLD USA will not license the BLD Intellectual Property for use with another recreational sports park located within a specified distance from the Sports Park either while the MOA is being negotiated and approved by the City or during its term. Thus, in return for payment of the License Fee by the City as provided herein, BLD USA shall refrain from doing so.

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, including, without limitation, the crowd scenes and other stadium design features; restaurant design; and the overall layout of sports park facilities (collectively, the "Total Image"). Further, BLD USA

represents that it has a proprietary interest and intellectual property rights in the name "Big League Dreams" and in the Big League Dreams Sports Park logo (a copy of which is attached as Exhibit A) and other marks used in the operation and marketing of sports park facilities (the "Name and Marks").

2. LICENSE During the Term of this Agreement, and except as limited herein, BLD USA grants the City a non-exclusive license to use the Total Image and, alone or in conjunction with other words or names, the Name and Marks in connection with the development, marketing, maintenance and operation of the Sports Park (the "License"). The Sports Park shall be referred to as the "Big League Dreams Long Beach Sports Park" unless otherwise agreed by the parties. All first time uses of the License by the City must be approved by BLD USA in writing in advance. BLD USA's approval shall not be unreasonably withheld or delayed, and, in general, uses of BLD Intellectual Property permitted at other Big League Dreams Sports Parks shall be approved for use in connection with the development, marketing, maintenance and operation of the Sports Park. The City shall not have the 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, except upon the express prior written approval of BLD USA. The Total Image and the Name and Marks are and shall remain the property of BLD USA, subject to the non-exclusive License. In the event BLD USA or any Affiliate (as hereinafter defined) obtains (or renews) new or additional copyrights, patents, trademarks, trade names or other forms of protective rights in any of the BLD Intellectual Property, or any aspect thereof, those rights shall remain the property of BLD USA or its Affiliate, subject to the License.

3. NON-COMPETE PROTECTIONS 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 entities or persons provided that neither BLD USA nor its Affiliates (as defined below) shall use the BLD Intellectual Property or participate, assist or serve as a consultant in the construction or development of baseball/softball fields, either alone or by joint venture, partnership agreement, maintenance agreement or otherwise, in connection with any other sports park or sports facility located within a radius of fifteen (15) miles from the Sports Park, with the proviso that BLD USA or its Affiliates may enter licensing, consulting, maintenance and operations or management agreements with respect to the planning, design, construction, development or operation of baseball/softball fields within the cities of Fountain Valley (including, specifically without limitation, Mile Square Park) and El Segundo whether or not such fields are within the protected radius from the Sports Park. "Affiliates", for purposes of this Agreement, shall mean Richard Odekirk, Jeffrey Odekirk or any other entity other than BLD USA in which Messrs. Odekirk and Odekirk, individually or collectively, or BLD USA, owns at least a fifty percent (50%) capital or voting interest of the common stock, partnership units or limited liability company interests, as applicable.

4. USE OF CITY NAME Subject to the limitations of this paragraph and the MOA, BLD USA and BLD Long Beach may, during the Term, use the Name and Marks in

conjunction with the words "Long Beach" as part of, or in connection with, the naming, maintenance, operation and marketing of the Sports Park by BLD Long Beach, including, without limitation, the right, either alone, or by contract, license, joint venture, partnership or otherwise, to manufacture, distribute and/or sell merchandise bearing the Name and Marks in conjunction with the words "Long Beach", whether sold at the Sports Park, over the Internet or from any other location, provided, however, that a reasonable facsimile of any use of the words "City of Long Beach" or the seal or logo of the City of Long Beach shall be subject to prior review and approval by the City.

5. LICENSE FEE

5.1 Payment In return for (a) the right to use the Name and Marks, (b) the right to build the Sports Park utilizing a design incorporating the Total Image and (c) the territorial non-compete protections set forth in Section 3, the City shall pay BLD USA a license fee ("License Fee") in the sum of Four Hundred Thousand Dollars (\$400,000). Payment shall be made in two installments of Two Hundred Thousand Dollars (\$200,000) each. The first installment shall be due within sixty (60) days from the Effective Date. The second installment shall be due within one hundred twenty (120) days from the Effective Date. Payments shall be mailed to the following address: Big League Dreams USA, LLC, 16339 Fairfield Ranch Road, Chino Hills, California 91709, Attn: Scott LeTellier, Chief Executive Officer.

5.2 Legal Challenges In the event any third party files a lawsuit challenging this Agreement, the MOA or the Sports Park not later than sixty (60) days after the City Clerk posts notice of City Council approval of this Agreement or of the MOA (a "Legal Challenge"), the City shall have the right (a) to extend (by written notice to BLD USA) the date for payment of the License Fee for up to sixty (60) days to determine whether it desires to terminate this Agreement as a result of such Legal Challenge or (b), in the event the City has already paid the License Fee prior to the date the Legal Challenge is filed, the City shall have the right, exercisable on written notice to BLD USA within sixty (60) days from the date the Legal Challenge is filed, to terminate this Agreement (and, if previously approved, the MOA), and to demand repayment of the License Fee from BLD USA. If such a demand is made, BLD USA shall repay the License Fee to the City within sixty (60) days from the date of the demand therefor. If the City fails to pay the License Fee to BLD USA by the due date, or by the end of the sixty (60) day extension period provided in clause (a) above, as applicable, either party (or its Affiliate) shall thereafter have the right, upon giving written notice to the other, to terminate this Agreement and the MOA, effective thirty (30) days from the date notice is given unless the Legal Challenge has been dismissed, favorably resolved or settled prior to the giving of such notice.

5.3 Contingent Repayments by BLD USA

(a) Both parties shall negotiate the terms of the MOA expeditiously and in good faith. In the event the City Council of the City does not approve the MOA within one year from the Effective Date, either because the parties could not agree on the terms of the MOA and therefore do not present the MOA to the City Council for its approval

or because the City Council, in the exercise of its powers, decides not to approve the MOA once so presented, either party may, upon thirty (30) days' written notice, terminate this Agreement and the License herein granted shall terminate. If such a termination notice is sent by either party, BLD USA shall repay the License Fee to the City within sixty (60) days from the date of such notice, provided, however, that any such termination notice may not be sent prior to one year after the Effective Date.

(b) In the event the City Council of the City approves the MOA and BLD fails to execute the MOA within thirty (30) days of City Council approval, BLD shall repay the License Fee to the City within thirty (30) days thereafter.

(c) In the event the City Council of the City approves the MOA and BLD has executed the MOA within thirty (30) days thereafter and the City fails to execute the MOA within thirty (30) days from receipt by the City of an MOA executed by BLD, then this Agreement and License shall terminate and BLD shall repay fifty percent (50%) of the License Fee to the City within thirty (30) days thereafter.

(d) Further, in the event the City Council of the City approves the MOA, the parties execute it and the City, pursuant to the terms and conditions of the MOA, elects, prior to the execution by the City of a contract with a general contractor to construct the above-ground improvements to the Sports Park including stadium replicas to terminate the MOA for any reason therein provided, including without limitation the inability of the City, despite reasonable efforts to do so, to acquire all of the properties necessary for construction of the Sports Park or the inability of the City, despite reasonable efforts to do so, to secure funding for construction of the Sports Park, and the City so notifies BLD USA in writing, BLD USA shall repay fifty percent (50%) of the License Fee to the City within sixty (60) days from the date of such notice. For purposes of this Agreement, construction of the Sports Park shall not be construed to include contracts for off-site improvements or on-site grading.

6. TERM

6.1 Duration Unless earlier terminated in accordance with Section 5 above or Sections 6.2 or 10 below, the term of this Agreement (the "Term") shall commence on July 1, 2006 and continue until the expiration of the initial term of the MOA, provided, however, that if the MOA shall have been sooner terminated by the City for reasons other than a default by BLD Long Beach or BLD Long Beach's surrender or abandonment of the Sports Park, or shall have been sooner terminated by BLD Long Beach as a result of a default by the City, then this Agreement and the License shall terminate as of the effective date of such a termination of the MOA by the City or by BLD Long Beach. If BLD Long Beach and the City mutually agree to extend the initial term of the MOA, the Term of this Agreement shall automatically be extended by the same number of years.

6.2 City First Ten Years Option In the event, at any time after the completion of the Sports Park but before the expiration of its tenth full (i.e., January 1 to

December 31 of any calendar year)operating year, (a) BLD Long Beach ceases operations at the Sports Park or surrenders the MOA, or (b) the City terminates the MOA by written notice following a default of BLD Long Beach which, after notice thereof and expiration of the cure period without a cure of such default having been completed (or commenced and thereafter diligently prosecuted to completion), then the City shall have the option, exercisable on written notice to BLD USA within one hundred twenty (120) days of the cessation of operations, surrender of the MOA or written notice of termination of the MOA for default, to terminate this Agreement and the License and demand from BLD USA repayment of the License Fee. If the City elects to demand repayment of the License Fee, BLD USA shall make such payment within sixty (60) days of receipt of notice from the City.

6.3 Total Image Special Provisions Notwithstanding the termination of this Agreement or the termination of the License, the City may retain and continue to use in the operation of the Sports Park those stadium architectural design features (even though such features constitute part of the Total Image) constructed by the City pursuant to the MOA.

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 City, nor shall BLD USA be deemed a guarantor of the obligations or liabilities of any other 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 claim brought against the City or its officials, agents and employees, challenging the City's right to use the BLD Intellectual Property as herein provided, or in connection with the infringement of any copyright, service mark or trade mark of any third party by virtue of the City's use of the BLD Intellectual Property pursuant to this Agreement; provided, however, the City shall provide BLD USA with (i) prompt written notice of any such claim; (ii) control over the defense and settlement of such claim; and (iii) 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 City, with respect to any actual or alleged interference or infringement of any rights of the City to use the BLD Intellectual Property pursuant to this Agreement. BLD USA shall have no defense or indemnification obligations to the City or any related indemnified parties with respect to any Legal Challenge.

9. REPRESENTATIONS

BLD USA warrants and represents to the City 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) The City has the right to construct 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 Major League Baseball teams without violating or infringing upon any copyright or similar design protection laws. The City acknowledges that the Sports Park is within the home television territory of the Los Angeles Dodgers and that any playing field incorporating design elements inspired by Dodger Stadium shall only be constructed with the approval of BLD USA and the Los Angeles Dodgers.

10. TERMINATION This Agreement and the License shall terminate effective thirty (30) days after written notice from the party seeking termination upon the occurrence of any of the following:

(a) Any material breach by the City pursuant to the terms or conditions of this Agreement, the Consulting Services Agreement (the "Consulting Agreement") to be executed by the City and Big League Dreams Consulting, LLC ("BLD Consulting") or the MOA, which material breach is not cured within thirty (30) days after written notice from BLD USA (or, as applicable, BLD Long Beach or BLD Consulting) to the City of such breach.

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

(c) The mutual written agreement of the parties to terminate this Agreement.

(d) An election by the City, under Section 5 or 6.2, to terminate this Agreement and the License.

(e) Any material breach by BLD USA, (or, as applicable, BLD Consulting or BLD Long Beach), pursuant to the terms or conditions of this Agreement, the Consulting Agreement or the MOA, which material breach is not cured within thirty (30) days after written notice from the City to BLD USA (or, as applicable, BLD Consulting or BLD Long Beach) of such breach.

Any termination of this Agreement shall also terminate the License (except as expressly provided in Section 6.3), the territorial protection provisions of Section 2 and the option contained in Section 6.2, but the defense and indemnification provisions of Section 8 shall survive any such termination of this Agreement.

11. REMEDIES In the event either party terminates this Agreement under the provisions of Sections 10(a), (b), or (e) above, then in addition to such termination, that

party shall be entitled to pursue any and all other remedies available at law or in equity under the laws of the State of California.

12. MISCELLANEOUS PROVISIONS

12.1 Assignment The City shall have the right to assign its rights and obligations under this Agreement to any governmental entity or agency controlled by the City of Long Beach. BLD USA shall have the right to assign its rights and obligations under this Agreement to any party or entity to which BLD Long Beach is allowed to assign its rights and obligations under the MOA. Except as set forth in the preceding sentences, neither party may assign its rights and obligations hereunder without the express prior written consent of the other.

12.2 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.

12.3 Entire Agreement This Agreement (read together with the MOA and the Consulting 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 the party to be charged.

12.4 Severability 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, unless such invalidity would defeat the very purpose of this Agreement.

12.5 Attorneys' Fees In the event of a dispute regarding the interpretation, enforcement or breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all other expenses (including fees and costs related to discovery) reasonably incurred in conjunction with such dispute. If the successful party recovers judgment in any legal action or proceeding, the attorneys' fees and all other expenses of litigation shall be included in and made a part of any such judgment.

12.6 Applicable Law This Agreement is made in and shall be governed by the laws of the State of California. BLD USA expressly consents to the jurisdiction of the courts of the State of California and agrees that any venue for any legal action in connection with this Agreement shall be exclusively in the Superior Court of Los Angeles County, California.

12.7 Modifications This Agreement may only be amended by a written amendment signed by both parties after approval of such amendment by the City Council of the City.

IN WITNESS WHEREOF, the parties have executed this Agreement and made it effective on the date first appearing above.

CITY OF LONG BEACH

Christine J. Shupp **ASSISTANT**

Gerald R. Miller
City Manager

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

APPROVED AS TO FORM:
Robert E. Shannon, City Attorney

6/21/06

R. E. Shannon

By: Richard F. Anthony
Deputy City Attorney

BIG LEAGUE DREAMS USA, LLC

Scott Parks LeTellier

Scott Parks LeTellier
Chief Executive Officer

EXHIBIT A

THE LOGO

