

FIRST AMENDMENT TO MULTI-USE FACILITY

NON-EXCLUSIVE USE AGREEMENT

(Located at the Community Maritime Park)

COMMUNITY MARITIME PARK ASSOCIATES, INC.

and

NORTHWEST FLORIDA PROFESSIONAL BASEBALL, LLC

Dated as of July ____, 2014

FIRST AMENDMENT TO MULTI-USE FACILITY NON-EXCLUSIVE USE AGREEMENT

THIS FIRST AMENDMENT TO MULTI-USE FACILITY NON-EXCLUSIVE USE AGREEMENT ("First Amendment") is made and entered into this ____ day of July, 2014, by and among NORTHWEST FLORIDA PROFESSIONAL BASEBALL, LLC, a Florida limited liability company ("NFPB"), and COMMUNITY MARITIME PARK ASSOCIATES, INC., a Florida non-profit corporation ("CMPA").

RECITALS:

A. Effective July 20, 2011, NFPB and the CMPA entered into that certain Multi Use Facility Non-Exclusive Use Agreement (the "Agreement") relating to that certain Multi-Use facility located at the "Vince Whibbs, Sr. Community Maritime Park" (the "Park"). The Park is a 32-acre parcel located on Pensacola Bay in downtown Pensacola, Florida.

B. NFPB owns a class "AA" minor league baseball team known as the "Pensacola Blue Wahoos," an affiliated franchise of the Cincinnati Reds Organization, referred to herein as the "Club."

C. During the first two years of the Agreement, the parties have encountered several issues that need to be resolved and clarified such that the Agreement may be administered more appropriately.

D. During the construction of the facility, the CMPA borrowed money from NFPB and/or Quint and Rishy Studer for the installation of certain stadium seating (the "Seat Loan"). The amount owed by the CMPA for this obligation is \$57,870.12.

E. During the initial year of activities at the Multi-Use Facility, NFPB advanced the costs for certain third-party security services on behalf of the CMPA (the "Security Advance"). The amount owed to NFPB by the CMPA for this obligation is \$46,864.17.

F. The original plan of construction called for the CMPA to occupy two office spaces within the Multi-Use Facility as more particularly described on **Exhibit B** to the Use Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, NFPB and CMPA, each intending to be legally bound, do hereby mutually agree as follows:

1. CANCELLATION OF INDEBTEDNESS. In conjunction with this agreement, NFPB agrees to cancel any and all indebtedness of the CMPA to NFPB for the Seat Loan or the Security Advance.

2. CMPA OFFICES. NFPB shall have the right during the term of the Agreement to utilize the offices identified as the CMPA Offices on **Exhibit B** to the Use Agreement at no charge or expense.

3. BINDING EFFECT. This Agreement shall inure to the benefit of and remain fully binding upon the parties hereto and their respective successors and permitted assigns.

4. STATUS OF PARTIES. The parties hereto shall be deemed and construed as independent contractors for all purposes and not as the agent, employee, representative or servant of the other.

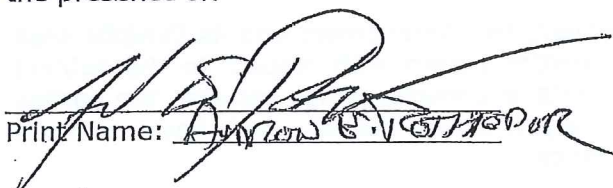
5. GOVERNING LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties hereby submit to the jurisdiction of the United States District Court for the Northern District of Florida or of any Florida state court sitting in Escambia County, Florida, for the purposes of all legal proceedings arising out of or relating to this Agreement and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.

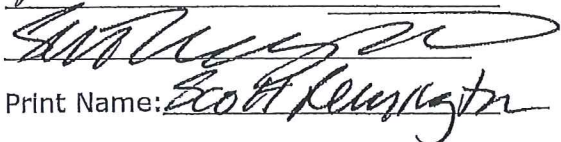
6. ENTIRE AGREEMENT. The Agreement, this Amendment and its Exhibits shall constitute the entire agreement between the parties hereto with respect to the subject matter herein contained. There are no agreements or understandings between the parties hereto, whether oral or written, regarding the subject matter hereof, which have not been embodied herein or incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Amendment has been executed by duly authorized officers of NFPB and duly authorized officials of CMPA, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of the day and year first above written.

Executed and delivered in
the presence of:


Print Name: Andrew E. Vetter


Print Name: Scott Remington

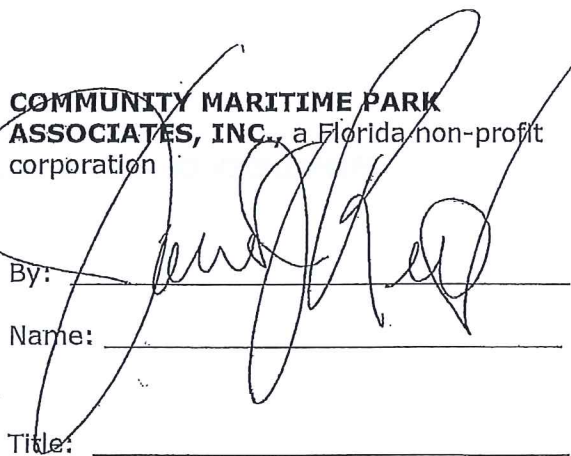
**NORTHWEST FLORIDA PROFESSIONAL
BASEBALL, LLC**, a Florida limited liability
company

By: 
Name: Quinton D. Studer
Title: Managing Member

Print Name: _____

Print Name: _____

**COMMUNITY MARITIME PARK
ASSOCIATES, INC.**, a Florida non-profit
corporation

By: 
Name: _____
Title: _____