

LICENSE AGREEMENT

BACKGROUND.

A. Parties. This License Agreement ("Agreement") is entered into on this 1st day of November, 2009 between Carroll Shelby Licensing, Inc., a corporation whose address is 19021 South Figueroa Street, Gardena, California 90248, U.S.A. ("CSL"), and Classic Recreations, a _____ corporation whose address is 330 Birch Avenue, Yukon, Oklahoma 73099 U.S.A. ("Licensee").

B. Purpose. CSL desires to grant and Licensee desires to acquire a license to use certain intellectual properties in connection with manufacture, sale, and/or distribution of certain merchandise under the terms and conditions as set forth below. Licensee intends to sell and/or distribute the Licensed Merchandise to third parties not affiliated with Licensee ("Customers"). The parties therefore agree as follows:

SECTION 1. LICENSED PROPERTIES AND LICENSED MERCHANDISE.

1.1 Licensed Properties. CSL grants Licensee the right to use the following trademarks, trade dress, trade names, and other industrial and intellectual property controlled by CSL, and does so for the purpose of enabling their use solely in connection with the manufacture, sale and/or distribution of specific licensed merchandise in accordance with the terms and conditions of this Agreement ("Licensed Properties"):

- (1) SHELBY®
- (2) CARROLL SHELBY®
- (3) The "CS" Logo®
- (4) GT-500®
- (5) GT-500CR™
- (6) Outward appearance (trade dress) of the 1960s SHELBY GT-500 vehicles®
- (7) An approved "Authorized Shelby Dealer" logo®

Licensee hereby acknowledges and recognizes Carroll Shelby and the Carroll Hall Shelby Trust (collectively "Shelby") to be the owner of the Licensed Properties, and CSL warrants and represents to Licensee that it has the exclusive power and authority to grant a license for use of the Licensed Properties by Licensee pursuant to an exclusive license agreement between Shelby and CSL.

1.2 Licensed Merchandise. Licensee desires to use the Licensed Properties in connection with manufacture, sale, and/or distribution of the following merchandise ("Licensed Merchandise"):

(A) Restoration of no more than 500 vehicles, originally built and sold in the 1960's, specifically 1960s Ford Mustang vehicles, that are fitted and detailed by Licensee to replicate, in outward appearance and performance, the Shelby GT-500 automobiles originally manufactured in the 1960s by Carroll Shelby and his wholly owned company, Shelby American, Inc. as the Manufacturer of Record ("Licensed Merchandise A"), and replacement parts for said vehicles, only. Said vehicles shall bear the vehicle designation "GT-500CR."

(B) Installation of Shelby automotive parts purchased from Shelby Automobiles Inc. ("SAP"), located at 6755 Speedway Blvd., Las Vegas, Nevada, or from such other authorized licensee as may be designated by CSL in the future, in writing, at CSL's sole discretion, for the purpose of installing such parts on approved current model year vehicles, including the

Ford Mustang vehicles beginning with Model Year 2005 ("Licensed Merchandise B"). In this regard, Licensee is authorized to describe itself as a "Shelby Authorized Dealer."

(C) Merchandise to be approved by CSL under this Agreement, such as diecast model cars, toys and clothing specifically related to Licensed Merchandise A, only ("Licensed Merchandise C").

SECTION 2. TERRITORY.

- 2.1 Territory.** This Agreement permits Licensee to sell and distribute the Licensed Merchandise worldwide, with the exception of North Korea, Iran, Sudan and Syria ("Territory").
- 2.2 Limitations.** The Licensed Merchandise may be sold and distributed only in the Territory. Licensee agrees to the following:
- (A) Licensee will not authorize use of Licensed Merchandise outside the Territory;
 - (B) Licensee will not knowingly sell Licensed Merchandise to Customers that are likely to resell Licensed Merchandise outside the Territory;
 - (C) Licensee will not advertise or maintain stock of Licensed Merchandise outside of the Territory, and;
 - (D) Licensee will advise Customers of the obligation to sell Licensed Merchandise only within the Territory, and Licensee will use its best efforts to ensure compliance by those Customers.
- 2.3 Limitation of Enforcement of Territorial Restrictions.** If Licensee is located in a territory that limits or restricts enforcement of any territorial restrictions on trade, upon written notice to CSL, Licensee or its Customers may fulfill unsolicited orders for Licensed Merchandise outside the Territory to the extent permitted under the Territory's laws or treaties. Licensee must not establish any sales office or other depot outside the Territory for the distribution of Licensed Merchandise outside the Territory without the prior written consent of CSL.

SECTION 3. TERM AND NON-EXCLUSIVITY.

- 3.1 Term.** The term of this Agreement begins on November 1, 2009, and ends on December 31, 2014. Each reference to "Term" in this Agreement means this period of time.
- 3.2 Renewal Option.** This Agreement may be renewed or extended only upon mutual written agreement of the parties.
- 3.3 Non-Exclusivity.** The Agreement gives Licensee a non-exclusive right to use the Licensed Properties.
- 3.4 Diligence.** Throughout the Term of this Agreement, Licensee shall (i) continue to diligently and continuously distribute, ship and sell the Licensed Merchandise throughout the Territory, and (ii) use its best efforts to make and maintain adequate arrangements for the distribution, shipment and sales necessary to meet the demand in the Territory.

SECTION 4. ROYALTIES.

- 4.1 Royalties.** In consideration for the rights granted to Licensee in this Agreement, Licensee shall pay CSL royalties as set out below. Royalties at the stated rate are due and payable as follows:

*Carroll Shelby Licensing, Inc.
Licensee: Classic Receptions*

- (1) As to Licensed Merchandise A vehicles, 50% upon Licensee entering into a sales agreement with Licensee's buyer for a Shelby GT-500CR vehicle, and 50% upon completion of said vehicle for the buyer;
- (2) As to all other Licensed Merchandise, including but not limited to parts for Licensed Merchandise A vehicles, as well as Licensed Merchandise B and C, upon Licensee's receipt of gross revenues from the sale of said merchandise.

4.2 Royalty Rate. Licensee agrees to pay a royalty to CSL at the rate of 15% of the first one million dollars (\$1,000,000.00) of gross revenues received by Licensee in connection with the sale of all Licensed Merchandise, and 10% on the gross revenues received by Licensee in connection with all sales in excess of one million dollars.

4.3 Royalty Payments. Royalties due under this Agreement ("Royalty Payments") shall become due and payable upon Licensee's entering into a sales agreement with Licensee's buyer.

(A) All payments shall be made by Licensee at Licensee's expense by bank check, company check or wire transfer in United States Funds payable to CSL as follows:

For Royalty Statements and payments by mail, send to:

Carroll Shelby Licensing, Inc.
19021 South Figueroa Street
Gardena, California 90248
USA

For payments by wire transfer, send to:

Wells Fargo Bank N.A.
333 South Grand Avenue, Suite 540
Los Angeles, CA 90071
USA
Routing Number: 121000248
Account Number: 4121553879, Carroll Shelby Licensing, Inc.

With a copy of the royalty statement and payment (and wire transfer receipt, if applicable) to (fax transmission acceptable):

M. Neil Cummings & Associates, PLC
11150 W. Olympic Blvd., Suite 1050
Los Angeles, CA 90064
Fax: (310) 914-1853

(B) Royalty Payments which exceed the total Royalty Guarantee will not be credited towards any similar guarantee which may be payable for a renewal period should this Agreement be renewed.

SECTION 5. ROYALTY STATEMENTS AND ACCOUNTING.

5.1 Quarterly Royalty Statements. Licensee shall furnish to CSL complete and accurate statements (hereinafter "Royalty Statements") of all units of Licensed Merchandise distributed and/or sold during the calendar quarter. Royalty Statements must accompany the Royalty Payments.

(A) Each Royalty Statement shall be submitted within 30 days of the end of each calendar quarter during the Term.

(B) Licensee shall submit to CSL the first Royalty Statement after the first full calendar quarter is complete. Royalty Statements shall be submitted to CSL for all subsequent calendar quarters regardless of whether or not any Licensed Merchandise has been sold or distributed during the preceding quarter.

(C) Licensee shall also include any actual returns received and credited to third party customers during each calendar-quarter. Actual returns credited to Customer may be offset against Royalties due to CSL during the Term of this Agreement. However, CSL is not required to refund any Royalties previously paid by Licensee if the actual returns exceed the Royalties already paid to CSL.

(D) All Royalty Statements will be prepared in English by Licensee utilizing the form attached hereto as Exhibit "A," and shall be certified to be accurate by an officer of Licensee. All Royalty Statements shall be prepared in United States currency, with the currency conversion rate as of the closing date of each calendar quarter. The following information shall be shown separately for each country within the Territory:

- (1) Article Description or name of product;
- (2) Licensee's reference number (i.e., "SKU" number, lot number, style number);
- (3) Number of units sold;
- (4) Per unit wholesale price of units sold;
- (5) Per unit retail price of units sold;
- (6) Total Gross Sales;
- (7) Number of actual units returned and credited to Customers during period;
- (8) Total Gross Returns;
- (9) Total Net Sales;
- (10) Applicable Royalty Rate; and
- (11) Total Royalties due to CSL.

5.2 Timeliness. Royalty Statements and all payments due shall be submitted to CSL within a timely manner, and within the time period and manner specified in this Agreement. Failure of Licensee to timely render all payments and Royalty Statements will constitute an event of default.

(A) In the event of such default, in addition to any other rights CSL may have, CSL may, upon written demand, require any unpaid portion of the Royalty Guarantee be immediately due and payable regardless of any other date set forth for payment.

(B) Additionally, Licensee shall pay interest as provided below on any payments that have not been received by CSL within 10 days after the period specified for payment.

- (1) Late payments shall accrue interest from the date payment should have been made to the date actually paid at the rate of 18% per annum (or the maximum permitted by law if less than 18%).
- (2) Licensee shall indemnify CSL for any and all reasonable legal fees and expenses of debt collection which may have been incurred by CSL in securing a remedy to Licensee's failure to render any payments and/or Royalty Statements due under this Agreement. This indemnity is in addition to and without prejudice to any other rights of CSL.

5.3 Receipt and Acceptance of Royalty Statements. CSL's receipt and acceptance of any payment or Royalty Statement from Licensee does not preclude CSL from questioning the correctness thereof at any time. In the event any inconsistencies or mistakes are discovered, Licensee must

submit a corrected Royalty Statement within 10 days of written notice from Licensor. Any additional payment due to CSL shall accompany the corrected Royalty Statement.

- 5.4 Books and Records.** During the full Term and for a period of at least 2 years after the Term of this Agreement, Licensee will keep and preserve accurate books of account and records covering all transactions relating to this Agreement. These books and records will be formatted according to the generally accepted standards of Certified Public Accountants.
- 5.5 Annual Statements.** Licensee shall submit to CSL a detailed annual statement upon request of CSL. This annual statement must be prepared by a certified public accountant, or personally attested to and verified as accurate by an officer of Licensee. The statement must detail the number, description, gross sales price, itemized deductions from gross sales price and net sales price of the Licensed Merchandise manufactured, sold or distributed by or for Licensee during the preceding calendar year.
- 5.6 Examination and Audit.** Upon reasonable notice to Licensee, CSL and its authorized representatives have the right to examine and audit and make extracts from the books and records, in addition to all other documents and materials in the possession or under the control of Licensee which relate to this Agreement. Licensee's failure or refusal to permit any such examination and audit (as requested by CSL) is a material breach of this Agreement. If any examination and audit discloses a deficiency in Royalty Payments by Licensee, then Licensee must do the following:
- (A) Make a payment to CSL in the amount of the deficiency;
 - (B) Reimburse CSL for the full out-of-pocket costs and expenses of the examination and audit, provided the deficiency equals 5% or more of the Royalty Payments actually made by Licensee during the calendar quarter for which there is a deficiency; and
 - (C) Pay interest on the deficiency amount at the rate of 18% per annum (or the maximum permitted by law if less than eighteen percent 18%) from the original date that such payment should have been made to the date actually paid.
- 5.7 Segregation of Records.** Licensee must segregate the books and records related to this Agreement in such a manner as to facilitate a complete audit. Licensee agrees that such audit may be used as a basis for settlement of charges in accordance with this Agreement.
- 5.8 Additional Financial Information.** CSL may require credit and financial information concerning Licensee to verify Licensee's ability to conduct and continue to conduct business under this Agreement. Licensee agrees, upon 10 days written notice from CSL, to produce the requested financial information within 30 days from such written request.
- 5.9 Right to Cure.** In the event of a breach or omission in the payment of royalties by Licensee, or in the obligation to permit an examination and audit under Section 5.6, CSL will give Licensee written notice of such breach or omission. Licensee shall have 10 days from the date of the notice to cure such breach or omission. If Licensee does not cure the breach or omission within the 10 day period, the Agreement terminates. Any remaining unpaid Royalty Guarantee will become immediately due and payable and no portion of the Royalty Guarantee will be refundable to Licensee.

SECTION 6. MERCHANDISE QUALITY AND APPROVALS.

- 6.1 Quality.** Licensee agrees that the Licensed Merchandise and all packaging materials, hang tags, labels, inserts, sales sheets, catalogs, advertising, point-of-sale materials, promotional displays,

press releases and other material prepared in connection with the Licensed Merchandise ("Collateral Materials") will be of a high standard and quality and will not reflect adversely upon the good name and goodwill of CSL and the Licensed Properties.

(A) CSL and its representatives have the right to visit the facilities where Licensed Merchandise and Collateral Materials are manufactured in order to determine whether proper quality controls are being exercised.

(B) It is solely Licensee's responsibility to ensure that all Licensed Merchandise and Collateral Materials are manufactured, sold, distributed, promoted and advertised in full compliance with all applicable and relevant laws, codes, rules and regulations.

6.2 Technical and Design Assistance. Upon request, CSL will provide Licensee with all reasonable assistance and expertise in relation to the technical and design details of the Licensed Properties. Licensee agrees to that the Licensed Merchandise it manufactures will be historically accurate representations of the Licensed Properties.

6.3 Prototype Approval Stages. Before manufacturing any Licensed Merchandise, Licensee must submit to CSL a prototype or sample of the Licensed Merchandise and Collateral Materials ("Prototypes") for CSL to review for approval, in CSL's sole and exclusive discretion, as to genuineness of origin, quality of manufacture, style, placement and proper use of all applicable copyright, trademark, service mark and trade name notices on the Licensed Merchandise and Collateral Materials.

(A) Licensee should submit the conceptual artwork, final artwork and pre-production samples in separate stages.

(B) Licensee must obtain CSL's written approval of Licensed Merchandise and Collateral Materials at each of the foregoing stages before Licensee is authorized to proceed beyond the prototype approval.

6.4 Post-Prototype, Production Sample Approval. Once Prototypes of the Licensed Merchandise and Collateral Materials have been approved in writing, but prior to any production or distribution thereof, Licensee must submit one production sample of each Licensed Merchandise item to CSL for CSL's written approval ("Production Samples"). After Production Samples have been approved in writing by CSL, CSL will not unreasonably withdraw its approval and Licensee shall not make any material modifications thereto without first obtaining CSL's prior written approval.

6.5 Business Plan Approval. Before Licensee is authorized to proceed beyond the Prototypes and Product Samples stages, Licensee shall submit a business and marketing plan for CSL's approval which shows with reasonable certainty that Licensee has made the capital investment necessary to manufacture, distribute and sell the Licensed Merchandise in the Territory, and Licensee must provide written proof to CSL that the insurance required at Section 9 of this Agreement has been obtained by Licensee.

6.6 Approvals. All written approvals by CSL are within its sole and exclusive discretion, and CSL may approve or disapprove for any reason. No item of Licensed Merchandise or Collateral Material is deemed approved until CSL provides Licensee with express written approval. In this regard, Licensee specifically acknowledges the following:

(A) Licensee may not use, advertise, promote, sell or distribute any item utilizing the Licensed Properties until and unless Licensee has received Licensors' prior written approval as provided above;

(B) Only Prototypes and Production Samples of Licensed Merchandise that have been actually manufactured by Licensee (after execution of this Agreement) are eligible to be submitted to CSL for approval;

(C) CSL's approval shall not constitute a waiver of any of CSL's rights or of Licensee's duties under this Agreement;

(D) Failure to obtain prior written approval, as required herein, shall immediately terminate this Agreement; and

- 6.7 Testing and Labeling.** Licensee must pretest all proposed and approved Licensed Merchandise. Licensee must cause truthful labeling regarding care, maintenance and use to be affixed to the Licensed Merchandise and Collateral Materials.
- 6.8 Complaints.** Licensee must immediately notify CSL of all material complaints coming to Licensee's attention from any consumer, customer, governmental body, or any other source, relevant to any of the Licensed Merchandise and will regularly keep CSL advised of the status and resolution of all material complaints. Licensee must make all reasonable efforts to resolve all such complaints as expeditiously as possible.
- 6.9 Recall.** Licensee must at all times have in place appropriate procedures to promptly recall any Licensed Merchandise that fails to conform to the approved Prototype and Production Samples or which may be defective. If at any time Licensed Merchandise or Collateral Materials do not meet the quality level of the approved Prototype and Production Samples, Licensee must, upon demand of CSL, recall such Licensed Merchandise and Collateral Materials and cease any further sale and distribution thereof until such time as the same have been corrected to CSL's satisfaction.

SECTION 7. THIRD PARTY SUBCONTRACTORS.

- 7.1 Third Party Subcontractors.** If Licensee chooses to engage a third party to assist Licensee in its manufacture of the Licensed Merchandise or Collateral Materials, Licensee must do the following:
- (A) Have each proposed manufacturer execute a Subcontractor's Agreement substantially similar in form to Exhibit "B," attached.
- (B) Send a copy of the executed Subcontractor's Agreement to CSL prior to the release by Licensee of any information or materials relating to the Licensed Properties or the Licensed Merchandise.
- 7.2 Third Party Compliance.** Licensee must also ensure that the third party subcontractor is advised of and complies with all applicable terms and conditions in this Agreement relating to the manufacture of the Licensed Merchandise and Collateral Materials.

SECTION 8. SAMPLES.

- 8.1 Samples.** After Licensed Merchandise and Collateral Materials have been approved in their final form during the Prototypes and Production Samples stages, Licensee shall submit to CSL at

Licensee's expense one sample of each item of Licensed Merchandise produced (including Collateral Materials).

- 8.2 Sales to CSL.** CSL may purchase additional quantities of Licensed Merchandise from Licensee as mutually agreed upon by the parties at Licensee's unit cost. No royalties shall be due to CSL from Licensee for such sales.

SECTION 9. INSURANCE.

- 9.1 Commercial General Liability Insurance.** Licensee must obtain and maintain at its own expense a Comprehensive General and Commercial Liability Insurance Policy ("Insurance Policy"). The amount of the Insurance Policy must be no less than US \$3,000,000 for each occurrence and US \$5,000,000 in the aggregate.

(A) The Insurance Policy must include coverage for the following:

- (1) Personal injury;
- (2) Breach of contract;
- (3) Copyright and trademark infringement, whether under statutory or common law;
- (4) Advertising, libel, slander; or other form of defamation;
- (5) Invasion, infringement of, or interference with the rights of privacy or publicity, whether under statutory or common law; and
- (6) Product liability coverage.

(B) The Insurance Policy must be underwritten by an insurance company that has been rated at least A-VI by the most recent edition of Bests Insurance Report. The financial status of insurance companies located outside the United States must be acceptable to CSL.

- 9.2 Evidence and Duration of Insurance.** Evidence of coverage must be submitted to CSL within 30 days after the execution of this Agreement or prior to the marketing, manufacturing, promotion, sale and distribution of the Licensed Merchandise, whichever comes first.

(A) The Insurance Policy must be continuously maintained and in full force and effect for the balance of the entire Term of this Agreement and any extension thereof and for one year thereafter.

(B) The Insurance Policy must not be cancelled except upon 30 days prior written notice to CSL.

(C) In the event of any desired change in insurance, a new Certificate of Insurance and policy endorsement shall be submitted to CSL for approval. However, coverage must not lapse during any such change.

(D) Failure of Licensee to maintain the Insurance Policy during the Term of this Agreement is a material breach of this Agreement, and without waiving any other rights of CSL, CSL's may terminate this Agreement based upon Licensee's failure to maintain the Insurance Policy.

(E) It is understood that compliance herewith in no way limits Licensee's indemnity obligations, except to the extent that Licensee's insurance company actually pays CSL amounts that Licensee would otherwise pay CSL.

(F) As used in this Section, "CSL" also include the officers, directors, agents and employees of CSL and any parent, subsidiary or affiliates of CSL.

- 9.3 Certificate of Insurance.** Licensee shall provide CSL with a Certificate of Insurance and policy endorsement evidencing such coverage and naming the following entities as additional insured parties: CARROLL SHELBY LICENSING, INC. and CARROLL SHELBY, AN INDIVIDUAL. In addition, Licensee shall name CSL and Carroll Shelby, an individual, as insureds on any excess or umbrella policies carried by Licensee.

SECTION 10. COPYRIGHT, TRADEMARK AND OTHER NOTICES.

- 10.1 Copyright, Trademark and Other Notices.** Licensee agrees that the Licensed Merchandise and Collateral Materials will bear the copyright, trademark notice, credit provision and any other credits or legal notices to be provided to Licensee by CSL for each of the Licensed Properties being utilized. This includes, but is not limited to, a "TM" or ® as appropriate for trademarks, © with copyright notices, and/or an * with an explanatory footnote for trade dress notices on all Licensed Merchandise and Collateral Materials. A suggested sample trademark notice follows:

(A) "[name of intellectual properties] are registered trademarks and/or intellectual property of Carroll Shelby and Carroll Shelby Licensing, Inc. and are used under license."

- 10.2 Development of Materials by Third Parties.** In the event that Licensee creates or engages any third party to create, assist or aid in the development of any materials in connection with or utilizing the Licensed Properties, Licensee must take necessary steps to ensure the following:

(A) Any copyrights, trademarks, service marks or other rights of ownership arising from such work shall be the sole property of Licensee;

(B) A "Work For Hire" agreement and copyright assignment approved by CSL detailing the foregoing ownership rights must be executed by any person or entity creating, assisting or aiding in the development of such work for Licensee; and

(C) Any person or entity creating, assisting or aiding in the development of such work shall specifically waive and/or assign, as necessary, all intellectual property rights and moral rights to such work including but not limited to any rights to claim authorship of a work, to object to or prevent the modification of a work, or to withdraw from circulation or control the publication or distribution of a work and any similar rights existing under law or treaty.

- 10.3 Sharing of Intellectual Property.** Licensee agrees to share with CSL upon CSL's request all trademarks, photographs, logos, designs, archives and other creations or reproductions of the Licensed Properties obtained under this Agreement.

- 10.4 Compliance With Intellectual Property Laws.** This Agreement is conditioned upon Licensee's full and complete compliance with the provisions of the trademark, patent, and copyright laws of the United States and of the foreign country or countries in the Territory in which it sells or distributes the Licensed Merchandise. Licensee agrees to bear any costs necessary to comply with such laws as they relate to Licensee's manufacture, sale, and distribution of Licensed Merchandise.

- 10.5 Copyright, Trademark and Other Notices.** Licensee agrees that the Licensed Merchandise and Collateral Materials will bear the copyright, trademark notice, credit provision and any other credits or legal notices to be provided to Licensee by CSL for each of the Licensed Properties being utilized. This includes, but is not limited to, a "TM" or ® as appropriate for trademarks, © with copyright notices, and/or an * with an explanatory footnote for trade dress notices on all Licensed Merchandise and Collateral Materials.

- 10.6 Association With Other Properties.** Licensee agrees not to associate any other properties or characters with the Licensed Properties or their trademarks without CSL's written permission.
- 10.7 Preservation of Licensor's Rights.** Licensee agrees to cooperate fully and in good faith with CSL in securing and preserving CSL's rights in and to the Licensed Properties.
- (A) Licensee acknowledges CSL's rights in the Licensed Properties.
- (B) Licensee must not attempt to register any of the Licensed Properties, either alone or in combination with other marks or indicia, nor shall Licensee use or attempt to register any marks confusingly similar to any of the Licensed Properties.
- 10.8 Registration of Licensed Properties in Territory.** It is CSL's sole discretion to register the Licensed Properties in the Territory with respect to the Licensed Merchandise. CSL has no obligation to file any such applications nor to continue to prosecute such applications to completion. If there has been no previous registration of the Licensed Properties in the Territory, upon CSL's request, Licensee must provide CSL with the necessary information and additional samples to enable CSL to register a copyright, trademark, and/or service mark and/or record Licensee as a user thereof. Licensee must sign any and all documents necessary to accomplish the foregoing. Failure by CSL to register any such copyright, trademark, or service mark does not amount to a breach of this Agreement.

SECTION 11. MARKETING, MANUFACTURING AND DISTRIBUTION.

- 11.1 Obligations.** During the Term of this Agreement, Licensee is obligated to do the following:
- (A) Diligently market, manufacture, sell, distribute and promote all of the Licensed Merchandise throughout the Territory in a manner to maximize the revenue derived therefrom;
- (B) Make and maintain adequate arrangements for the sale and distribution of all of the Licensed Merchandise throughout the Territory; and
- (C) Sell and distribute the Licensed Merchandise outright at a competitive price only in the Territory and not on approval, consignment or a guaranteed sale or return basis.
- 11.2 Termination for Failure to Manufacture, Market and Distribute.** In addition to all other remedies available to CSL, CSL may terminate this Agreement if:
- (A) Licensee fails to submit a prototype for each item of Licensed Merchandise within four months after the date of execution of this Agreement;
- (B) Licensee fails to begin manufacturing Licensed Merchandise within two months after the prototype is approved by CSL;
- (C) Licensee fails to begin marketing Licensed Merchandise within a reasonable time of post-production approval by CSL;
- (D) Licensee fails to begin distribution of Licensed Merchandise within a reasonable time of post-production approval by CSL;
- (E) Licensee fails to actively continue the marketing of any design or style of the Licensed Merchandise during Licensee's normal selling season;

(F) Licensee fails to actively continue the marketing and/or distribution of any Licensed Merchandise in a particular state or states, country or substantial portion of the Territory licensed during Licensee's normal selling season. CSL may terminate, limit, or amend the license for such Licensed Merchandise with respect to such area or Territory..

- 11.3 Right to Cure.** In the event of a breach in any of the marketing, manufacturing, sales or distribution obligations of Licensee (as set forth in this Section 11.1 or 11.2, above), CSL will give Licensee written notice of such breach. Licensee has 30 days from the date of the notice to cure the breach. If Licensee does not cure the breach within the 30 day period, the Agreement automatically and immediately terminates, with no further notice required by CSL. Any remaining unpaid Royalty Guarantee shall become immediately due and payable and no portion of the Royalty Guarantee shall be refundable to Licensee.

SECTION 12. RESERVATION OF RIGHTS.

- 12.1 Rights Expressly Reserved by CSL.** Any and all rights not expressly granted to Licensee hereunder are expressly reserved by CSL.

(A) Nothing contained in this Agreement may be construed as an assignment or grant to Licensee of any right, title, or interest in or to the Licensed Properties or any copyrights, trademarks or patents therein or associated therewith.

(B) It is understood that all rights thereto are reserved by CSL, except for the grant of rights to Licensee to use the Licensed Properties specifically and expressly provided in this Agreement.

- 12.2 Licensee's Assignment of Rights.** Licensee agrees that if any trademarks, service marks, copyrights, goodwill, titles or other rights in and to the Licensed Properties be obtained or vest in Licensee in connection with this Agreement, Licensee is deemed to have assigned, waived, transferred or conveyed to CSL any and all such rights (including but not limited to moral rights).

(A) At CSL's request and without compensation, Licensee will execute any instruments or obtain the execution on such instruments by any third party aiding or assisting Licensee in the creation or development of materials which may be necessary to accomplish or confirm the foregoing.

(B) This provision shall survive any expiration or termination of this Agreement.

- 12.3 Confidentiality.** CSL and Licensee agree that the specific terms of this Agreement must remain confidential between the parties and must not be disclosed unless prior written approval of the appropriate party is obtained.

(A) Licensee must not disclose or use any confidential or proprietary information or trade secrets obtained from or about CSL.

(B) CSL has the right to use the Licensed Properties and/or the name of Licensee so as to give the Licensed Properties, Licensee, CSL and/or CSL's programs full and favorable prominence and publicity. Such right may include the use of Licensee's trade name and trademark in general references and marketing materials and promotions to the public to inform third parties that Licensee is an authorized licensee of CSL.

SECTION 13. WARRANTIES, REPRESENTATIONS AND INDEMNIFICATIONS.

- 13.1 CSL's Warranty.** CSL represents and warrants that it has a right to enter into this Agreement. Should any third party assert a claim, demand, or cause of action against Licensee contesting

Licensor's ownership of the Licensed Properties in relation to this Agreement, CSL has the option to undertake and conduct the defense of any such claim, demand or cause of action.

(A) Licensee may, but is not obligated to, join in such defense and be represented by its own counsel.

(B) If Licensee elects to be represented by its own counsel, Licensee will pay its own attorney's fees and costs.

(C) Licensee agrees that while it may counsel CSL concerning the disposition of any such action, CSL has the sole and final decision concerning the disposition of any action involving the Licensed Properties.

(D) CSL has the right to order Licensee to dispose of inventory and all works in progress as it sees fit.

13.2 Third Party Infringements. Upon CSL's request and cost, Licensee must assist CSL in protecting the rights to the Licensed Properties.

(A) Licensee must promptly notify CSL in writing of any claims, infringements or imitations by others of the Licensed Properties that Licensee becomes aware of, especially in connection with products similar to the Licensed Merchandise.

(B) CSL shall have the sole right to determine whether or not any action shall be taken on account of such claims, infringements or imitations.

13.3 Infringement Actions. CSL is not liable or obliged to Licensee to take any action on account of any such claims, infringements or imitations.

(A) Any such lawsuit will be prosecuted solely at the cost and expense of CSL and all sums recovered in any such lawsuits, whether by judgment, settlement or otherwise, will be retained solely and exclusively by CSL.

(B) Upon request of CSL, Licensee must execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit.

(1) CSL will reimburse Licensee for all reasonable expenses incurred as a result of such cooperation.

(2) Additionally, Licensee must not institute any suit or take any action without first obtaining the prior written consent of CSL to do so and CSL, if it so desires, may commence or prosecute any such claims or suits in its own name or in the name of Licensee or join Licensee as a party thereto.

13.4 Licensee's Warranty. Licensee warrants and represents the following:

(A) Licensee has the right and power to enter into this Agreement;

(B) Licensee has taken all steps necessary and appropriate to authorize the execution and performance hereof; and

(C) Licensee will not act in any manner inconsistent with the provisions contained herein.

13.5 Licensee's Warranty Regarding Licensed Merchandise. Without limiting the foregoing, Licensee warrants and represents the following with regard to the Licensed Merchandise it manufactures and sells under this Agreement:

(A) It is safe and fit for the use for which it may normally and reasonably be deemed to have been manufactured;

(B) It does not violate, infringe upon or dilute the copyrights, patents or intellectual and industrial property interests owned by third parties, whether or not copyrightable or patentable, including, without limitation, unique and distinctive patterns, designs and trade dress in and to any products and to any unique and distinctive prints, package designs, labels, advertising and other promotional materials;

(C) It does not violate the trade secrets of any third parties. "Trade Secrets" means information, including formulas, patterns, compilations, programs, devices, methods, techniques or processes which derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable, under the circumstances, to maintain its secrecy;

(D) It does not contain any material which is defamatory, libelous or obscene in any way;

(E) With respect to Licensed Merchandise manufactured in the United States, it has been manufactured in compliance with the Consumer Products Safety Act, the Flammable Fabrics Act, the Fair Labor Standards Act and other relevant federal and state products and workplace laws and regulations (labor, health and safety, immigration, environmental, etc.); and

(F) With respect to Licensed Merchandise manufactured outside the United States, it has been manufactured in compliance with all environmental protection laws, health, safety and workplace laws, Customs and importation laws and all other laws governing the manufacture and sale of goods in the applicable countries.

13.6 Licensee's Indemnification. Licensee, during and after the Term of this Agreement, must indemnify, hold harmless and defend CSL, its officers, directors, agents and employees, as well as any Additional Insureds/Indemnities that are listed on the Certificate of Insurance, from and against any and all claims, suits, losses, damages, costs and expenses, including reasonable attorney's fees, which may be suffered or incurred by CSL or any Additional Insureds/Indemnities which arise out of or in connection with the Licensed Merchandise. This includes, but is not limited to, their manufacture, packaging, distribution, promotion, sale or exploitation, including without limitation any claims of actual or alleged defects in the Licensed Merchandise, or of any breach of any of Licensee's warranties, representations and agreements made by Licensee.

13.7 Ancillary Material. CSL is not competent to determine whether Licensed Merchandise is fit and/or safe for the normally and reasonably intended use by, or for sale to, the public at large. Approval of the Licensed Merchandise by CSL does not detract from or limit any of Licensee's obligations in this Agreement. CSL's approval of Licensed Merchandise does not equate to approval of Licensee's creation and/or use of any verbiage, copy, mark, artwork, design or other material which is not owned or controlled by CSL or provided to Licensee by CSL ("Ancillary Material"). Ancillary Material is used at Licensee's own risk and Licensee must take any and all precautions deemed appropriate to ensure that any Ancillary Material is wholly original with or fully cleared by Licensee and that the use by Licensee of Ancillary Material does not infringe the rights of any third parties. Licensee must fully indemnify, hold harmless and defend CSL, its officers, directors, agents, and employees, as well as any Additional Insureds/Indemnities listed in

the Insurance section of this Agreement, against any claims, suits, losses or damages (including reasonable attorney's fees and expenses) arising out of such use of Ancillary Material by Licensee.

SECTION 14. GOODWILL.

14.1 Value Associated With Licensed Properties. Licensee recognizes and acknowledges the following:

(A) There is particular and substantial value in the publicity and goodwill associated with the Licensed Properties ("Goodwill");

(B) The Goodwill accrues and belongs exclusively to CSL. Licensee must not knowingly do any act or omission which would jeopardize the Goodwill;

(C) The Licensed Properties are either inherently distinctive or have acquired secondary meaning in the mind of the public. Due to the intangible nature of the Licensed Properties, their value may not be readily fixable in sums of money; and

(D) Any breach by Licensee of any of its covenants, agreements or undertakings in this Agreement may cause CSL irreparable damage that cannot adequately be remedied in an action at law. In the event of such breach, CSL is entitled to equitable relief in the nature of an injunction as well as all other remedies available at law and/or in equity, and no bond will be required therefor.

SECTION 15. DEFAULT AND TERMINATION.

15.1 Bankruptcy or Insolvency. This Agreement automatically terminates and the rights granted herein immediately revert to CSL if any of the following occur:

(A) A petition in bankruptcy or other similar proceeding under foreign law shall be filed by or against Licensee and not discharged within 7 days thereafter; or

(B) Licensee becomes insolvent, makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law or similar law; or

(C) Licensee discontinues its business, or if a receiver, liquidator or trustee is appointed for it or its business.

15.2 Termination Due to Bankruptcy or Insolvency. In the event this Agreement is terminated pursuant to the preceding paragraph, neither this Agreement nor any rights or interest herein are deemed an asset in any insolvency, receivership, bankruptcy arrangement or similar proceeding. Licensee, its receivers, liquidators, representatives, trustees, agents, administrators, successors and/or assigns have no right to sell, exploit or in any way deal with any Licensed Merchandise or Collateral Materials pertaining thereto, except with and under special written consent and instructions of CSL, which they will be obligated to follow.

15.3 Failure to Pay or Perform. CSL has the right to immediately terminate this Agreement by giving written notice to Licensee if any of the following occur. In addition, any remaining unpaid Royalty Guarantee is immediately due and payable if any of the following occur:

(A) Licensee fails to pay when due any and all payments required under this Agreement;

(B) Licensee fails to perform any of its other obligations under the terms of this Agreement, or breaches any covenant, representation or warranty contained or referred to in this Agreement;

(C) Licensee takes any actions in connection with the manufacture, offering for sale, sale, advertising, promotion, shipment, or distribution of the Licensed Merchandise, which, in the sole opinion of CSL, damages or reflects adversely upon CSL or the Licensed Properties.

15.4 Termination without Prejudice. Termination of this Agreement is without prejudice to any rights that CSL may otherwise have against Licensee.

(A) Upon the termination of this Agreement, all royalties on sales made and interest (if applicable), and any remaining unpaid Royalty Guarantee, are immediately due and payable, notwithstanding anything to the contrary within this Agreement. No part of the Royalty Guarantee will be repayable to Licensee.

(B) Licensee is responsible for any and all legal fees, collections costs, and/or court costs incurred by CSL in securing a remedy for any breach of this Agreement by Licensee, including but not limited to, Licensee's failure to render Royalty Statements, Royalty Payments or any other sums found to be due under this Agreement.

SECTION 16. AFTER EXPIRATION OR TERMINATION.

16.1 Rights Granted Revert to Licensor. Upon and after the expiration or termination of this Agreement, all rights granted to Licensee under this Agreement revert to CSL. Licensee must refrain from further use of the Licensed Properties or any further reference to it, direct or indirect, in connection with the manufacture, sale, distribution or promotion of Licensee's products. Licensee shall ensure that upon expiration or termination of this Agreement, all artwork, molds, casts, dies, etc. used by or on behalf of Licensee in connection with the manufacture, promotion, sale and distribution of the Licensed Merchandise will be destroyed or returned to CSL, and Licensee will furnish CSL with sworn affidavits of such destruction.

SECTION 17. FINAL INVENTORY STATEMENT.

17.1 Statement Required. 90 days before the expiration of this Agreement and, in the event of its termination, 10 days after receipt of notice of termination or the happening of an event which terminates this Agreement where no notice is required, a statement showing the number and description of Licensed Merchandise on hand or in process will be furnished by Licensee to CSL. CSL has the right to take a physical inventory to ascertain or verify such inventory and statement. Refusal by Licensee to submit to such physical inventory or failure by Licensee to render the inventory statement as and when required by this provision will result in forfeiture by Licensee of Licensee's rights to dispose of its remaining inventory.

SECTION 18. SELL OFF OF INVENTORY.

18.1 Right to Dispose of Remaining Inventory. After expiration of this Agreement, but not in the event of termination, Licensee may dispose of Licensed Merchandise that is on hand on a non-exclusive basis, provided all Royalty Guarantees and payments are up to date and all Royalty Statements have been furnished.

(A) The six-month period beginning on the date of expiration is the "Sell Off Period." All Licensed Merchandise that is on hand must be disposed of within the Sell Off Period.

*Carroll Shelby Licensing, Inc.
Licensee: Classic Recreations*

(B) Notwithstanding anything to the contrary in this Agreement, Licensee must not manufacture, sell or dispose of any Licensed Merchandise after the expiration or a termination of this Agreement based on a breach of the Agreement by Licensee.

18.2 Royalty Statements and Payments Due Monthly. All applicable Royalty Statements must be furnished to CSL and royalties must be paid on all Licensed Merchandise sold and/or distributed during the Sell Off Period. Royalty Statements and royalties must be submitted to CSL within 30 days of the end of each calendar month following the expiration of this Agreement. Royalties accruing during any Sell Off Period are not offset against any unpaid Royalty Guarantee.

18.3 Destruction of Remaining Licensed Merchandise at End of Sell Off Period. If any Licensed Merchandise remains unsold or in Licensee's control, inventory, stock or possession after the expiration of the Sell Off Period, or in the event of earlier termination, all such Licensed Merchandise and Collateral Materials must be destroyed in a manner approved by CSL. Licensee must also submit to CSL a sworn affidavit of such destruction.

SECTION 19. NOTICES AND PAYMENTS.

19.1 Notices. All notices must be sent to the applicable party by either a confirmed facsimile transmission or registered or certified mail, return receipt requested, postage pre-paid. The date of mailing or facsimile transmission is deemed the date of the giving of notice. Each party must notify the other of any change of address and communication numbers. Upon execution of this Agreement, the correct addresses and communication numbers are as follows:

For CSL:

Carroll Shelby Licensing, Inc.
C/O Law Offices of M. Neil Cummings & Associates, PLC
11150 W. Olympic Blvd., Suite 1050
Los Angeles, CA 90064-1817
Telephone: (310) 914-1849
Fax: (310) 914-1853
E-mail: mncassoc@aol.com

For Licensee:

Classic Recreations
Attn: *Jason Engel*
330 Birch Avenue
Yukon OK 73099
Telephone: (405) 577-6464
Fax:
E-mail: Jason@classic-recreations.com

19.2 Royalty Statements and Payments. All Royalty Statements and payments due under this Agreement must be sent to CSL at the addresses listed in paragraph 4.4(A).

SECTION 20. RELATIONSHIP OF PARTIES.

20.1 No Partnership, Joint Venture, Agency or Employment Relationship. Nothing contained in this Agreement places the parties in a relationship of partners or joint ventures. Licensee is neither an agent nor an employee of CSL. CSL has no proprietary interest in Licensee and has no interest in the business of Licensee, except to the extent set forth in this Agreement.

SECTION 21. ASSIGNMENT.

- 21.1 No Assignment by Licensee.** This Agreement and all rights and duties hereunder are personal to Licensee and such rights must not be sub-licensed, assigned, transferred, mortgaged or otherwise encumbered by Licensee or by operation of law without the prior written consent of CSL. CSL may, at its election, assign this Agreement or any of its rights hereunder.

SECTION 22. GOVERNING LAW AND JURISDICTION.

- 22.1 Governing Law.** This Agreement is entered into and must be enforced, interpreted and construed in accordance with the laws of the State of California, United States of America.
- 22.2 Venue and Jurisdiction.** Licensee consents to, designates and submits to the venue and jurisdiction of any State or Federal Court located in the State of California, Los Angeles County. Licensee must not raise objections on the basis of personal jurisdiction or venue and Licensee waives all rights to have any action based on the terms and conditions contained in this Agreement brought or maintained elsewhere.
- 22.3 No Waiver by CSL.** None of the foregoing provisions will in any way be deemed a waiver of CSL's rights to proceed with litigation against Licensee in any other appropriate venue or jurisdiction.

SECTION 23. MERGER AND MODIFICATION.

- 23.1 Entire Understanding.** This agreement is the sole Agreement between the parties and cancels and supersedes any and all prior written or oral representations and agreements between the parties.
- 23.2 Modification.** This Agreement may be modified or amended only by the written mutual agreement of the parties. The waiver of any provision, obligation, or default of Licensee by CSL under this Agreement does not constitute a waiver by CSL as to the remaining provisions of this Agreement.
- 23.3 Severability.** Should any provision of this Agreement be held to be illegal or in any way unenforceable, such determination does not effect the continuation or enforcement of every other provision of this Agreement.

SECTION 24. EXCLUSIVE REMEDY.

- 24.1 Damages.** Licensee's exclusive remedy for any cause of action arising as a result of this Agreement will be payment by CSL to Licensee of an amount of money not exceeding the total of the royalties actually paid by Licensee to CSL under this Agreement.

SECTION 25. EFFECTIVE UPON EXECUTION.

- 25.1 Full Execution.** This Agreement made as of the date at the top of this Agreement. This Agreement is effective only upon full execution by CSL and Licensee.

Agreed and Accepted by:

CSL:

CARROLL SHELBY LICENSING, INC.

Carroll Shelby Licensing, Inc.
Licensee: Classic Receptions

By: [Signature]
John Luft, President

Date: 11-6-09

LICENSEE:

CLASSIC RECEPTIONS

By: Anthony D. Engel [Signature]
Anthony D. Engel / owner Jason Engel / owner
Name Printed and Title

Date: 11-2-09 11-2-09

Carroll Shelby Licensing, Inc.
Licensee: Classic Recreations

Exhibit A

QUARTERLY ROYALTY STATEMENT

Licensee Name: Classic Recreations

Agreement Term Begins November 1, 2009 and Ends December 31, 2012

Date Reported: _____ Country of Sales: _____

For the Quarter Ending: _____ Agent (if applicable): _____

Licensed Merchandise: _____

Article Description	Lot or Style #	Units Sold	Per Unit Wholesale Price	Per Unit Retail Price	Gross Sales	Less Actual Returns Quantity	Less Actual Returns Amount	Net Sales	Royalty Rate	Royalty Amount Due
TOTALS:						.				

We have examined this report and we certify it to be a true and correct statement as reflected by our books for the above period.

By: _____ Title: _____

Exhibit B
SUBCONTRACTOR'S AGREEMENT

- 1.1.** Pursuant to the terms and conditions of the Agreement dated November 1, 2009 between CSL and Licensee as defined therein, Licensee engages the following entity as "Subcontractor":

Name: _____
Street Address: _____
City, State, Zip/Postal Code: _____
Country: _____
Telephone: _____ Fax: _____
Contact Person: _____

- 1.2.** Subcontractor acknowledges and agrees that it is engaged by Licensee to manufacture the following described "Licensed Merchandise" utilizing the Licensed Properties, as defined in the aforementioned Agreement, and are cognizant of the terms and conditions set forth therein:

- 1.3.** Subcontractor agrees to be bound by the provisions of said Agreement which are applicable to its function as Subcontractor of the Licensed Merchandise including but not limited to the right of CSL or its representative to examine the books and records of Subcontractor as they relate to the Licensed Merchandise as well as the right of CSL, or its representatives to visit the plant or plants where the Licensed Merchandise is made and where the containers, packing material and the like are printed or produced in order to determine whether the Subcontractor is in compliance with the terms herein and in the aforementioned Agreement.

- 1.4.** Subcontractor has no right to use the Licensed Properties or trademarks, copyrights or service marks except as authorized, and Subcontractor may not sub-license, subcontract or in any way transfer the rights hereunder or sell Licensed Merchandise to any person or entity but Licensee. Subcontractor further agrees that when Licensee ceases to require the manufacture of the Licensed Merchandise, Subcontractor will deliver to CSL or Licensee any artwork, molds, plates, designs or other devices used to reproduce the name or any likeness of the Licensed Properties. CSL is entitled to invoke any remedy permitted by law for violation of this Subcontractor's Agreement.

- 1.5.** The engagement as Subcontractor for Licensee is subject to the agreement to the foregoing terms and approval by CSL. Such approval will not be deemed granted unless and until this Agreement is executed below by all parties.

Subcontractor

By: _____
Name: _____
Date: _____

Carroll Shelby Licensing, Inc.

By: _____
Name: _____
Date: _____

Licensee

By: _____
Name: _____
Date: _____

FIRST AMENDMENT TO NOVEMBER 1, 2009 TRADEMARK LICENSE AGREEMENT

The trademark license agreement dated November 1, 2009 ("Agreement") between Carroll Shelby Licensing, Inc., whose address is 19021 South Figueroa Street, Gardena, California 90248 U.S.A. ("Licensor") and Classic Recreations LLC, whose address is 330 Birch Avenue, Yukon, Oklahoma 73099 U.S.A. ("Licensee") (both Licensor and Licensee collectively as the "Parties"), is hereby amended.

Now therefore, in consideration of the performance of mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

- 1) This First Amendment to the Agreement is entered into and effective November 24, 2009.
- 2) Section 1.2 is amended to add the following:

"(D) Operation and maintenance of the www.gt500cr.com internet website used by Licensee to promote and sell the Licensed Merchandise.
- 3) Except as expressly provided in this First Amendment, the Agreement shall, in all respects, remain unchanged.
- 4) This First Amendment is made a part of the Agreement and the Agreement is incorporated herein by reference as though set forth in full.

Classic Recreations LLC

By:


Jason Engel, Owner

Carroll Shelby Licensing, Inc.

By: _____

John Luft, President

SECOND AMENDMENT TO NOVEMBER 1, 2009 TRADEMARK LICENSE AGREEMENT


The trademark license agreement dated November 1, 2009 ("Agreement") between Carroll Shelby Licensing, Inc., whose address is 19021 South Figueroa Street, Gardena, California 90248 U.S.A. ("Licensor") and Classic Recreations LLC, whose address is 330 Birch Avenue, Yukon, Oklahoma 73099 U.S.A. ("Licensee") (both Licensor and Licensee collectively as the "Parties"), is hereby amended.

Now therefore, in consideration of the performance of mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

- 1) This Second Amendment to the Agreement is entered into and effective February 16, 2011.
- 2) Section 1.2 is amended to add the following:

"(E) Carbon fiber trunk lids, hoods, side scoops and quarter panel extensions for vintage 1967-1968 Shelby GT-350 and GT-500 series vehicles."
- 3) Except as expressly provided in this Second Amendment, the Agreement shall, in all respects, remain unchanged.
- 4) This Second Amendment is made a part of the Agreement and the Agreement is incorporated herein by reference as though set forth in full.

Classic Recreations LLC

By: 
Jason Engel, Owner

Carroll Shelby Licensing, Inc.

By: _____
Tracey Smith, Vice President

THIRD AMENDMENT TO NOVEMBER 1, 2009 TRADEMARK LICENSE AGREEMENT

The trademark license agreement dated November 1, 2009 ("Agreement") between Carroll Shelby Licensing, Inc., whose address is 19021 South Figueroa Street, Gardena, California 90248 U.S.A. ("CSL") and Classic Recreations LLC, whose address is 330 Birch Avenue, Yukon, Oklahoma 73099 U.S.A. ("CSL") (both Licensor and Licensee collectively as the "Parties"), is hereby amended.

Now therefore, in consideration of the performance of mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, CSL and Licensee agree as follows:

- 1) This Third Amendment to the Agreement is entered into and effective July 12, 2011.
- 2) Section 1.1, entitled "Licensed Properties," is amended to add the following:

 "(8) GT-350®
 (9) Outward appearance (trade dress) of the 1960s SHELBY GT-350 vehicles®"
- 3) Section 1.2, entitled "Licensed Merchandise," is amended to add the following:

 "(F) Restoration of no more than ten (10) vehicles, annually (unless CSL's prior written consent to marginally exceed this number is obtained, which consent shall not be unreasonably withheld), which were originally built and sold in the 1960s, specifically 1960s Ford Mustang vehicles, to be fitted and detailed by Licensee to replicate, in outward appearance and performance, the Shelby GT-350 automobiles originally manufactured in the 1960s by Carroll Shelby and his wholly owned company, Shelby American, Inc. as the Manufacturer of Record, and replacement parts for said vehicles, only ('Licensed Merchandise F'). Said vehicles shall bear the vehicle designation 'GT-350CR.'"
- 4) Section 13.5, entitled "Licensee's Warranty Regarding Licensed Merchandise," is amended to add the following:

 "(G) Licensee shall segregate deposits received from Licensee's customers for purposes of manufacturing the 'Licensed Merchandise' so as to assure that the deposits provided to Licensee by its customers shall be applied toward the manufacture of the Licensed Merchandise being purchased by said customer from Licensee, so as to assure the timely completion of the Licensed Merchandise on behalf of each respective customer of licensee."
- 5) Except as expressly provided in this Third Amendment, the Agreement shall, in all respects, remain unchanged.
- 6) This Third Amendment is made a part of the Agreement and the Agreement is incorporated herein by reference as though set forth in full.

Classic Recreations LLC

By: 

Jason Engel, Owner

Carroll Shelby Licensing, Inc.

By: 

Tracey Smith, President