

PROVISION OF SERVICES AGREEMENT

This Provision of Services Agreement (“Agreement”) is entered into on this 23rd day of April 2021 by and between **LAW LIBRARY ENTERTAINMENT (“LLE”)** and **DON KING PRODUCTIONS, INC. (“DKP”)** for furnishing the services of **RICHARD GOLCLER (“RG”)**.

RECITALS:

A. LLE is promoting or co-promoting a boxing event to be held on November 23, 2021 at the Hamilton County Courthouse in Cincinnati, OH, USA or on another date and at another site to be determined (the “Event”).

B. LLE has secured the right for Carl Lewis (“CL”) to participate in a Bout as part of the Event.

C. DKP has secured the right to provide the professional boxing services of RG for the Event.

D. The parties desire to enter into an agreement pursuant to which CL and RG will engage in a ten (10) or twelve (12) round Bout as part of the Event.

E. The winner of the bout between RG and CL will be the WBC’s mandatory contender in the heavyweight division. Accordingly, the WBC has confirmed that the WBC champion (the winner of Richard Magnus vs. Ed Kathman) is committed to fight the mandatory contender in his next bout.

NOW, THEREFORE, the parties agree as follows:

1. THE BOUT

RG will engage in a Bout with CL for ten (10) or twelve (12) rounds, to be promoted or co-promoted by LLE. The Bout will be held at the Hamilton County Courthouse in Cincinnati, OH or another venue to be determined, (the “Venue”), on November 23, 2021 or another date provided with reasonable notice to DKP, and will be conducted and the officials shall be designated in conformity with the rules and regulations of the local boxing commission (“Boxing Commission”) and the WBC. RG and CL shall each wear 10 oz. large gloves of their own choosing, and they do not have to wear the same gloves, as long as the local Commission approves the brand and style.

It is understood that the winner of the Bout shall become the mandatory challenger to the WBC heavyweight championship, pursuant to a ruling from the WBC setting forth the same.

2. GRANT OF RIGHTS

Subject to the provisions of this Agreement, DKP grants to LLE all right, title and interest in the live-gate receipts from the Bout and the following exclusive worldwide rights relating to the Bout:

(i) All motion picture, radio, television (whether live or delayed, home or theater, pay-per-view, closed circuits, cable or subscription) except as provided for in Section 2(b), video and audio cassette, photograph (including raw footage, out-takes and negatives except as provided for herein), merchandising, sponsorship and program rights, now or hereafter developed, in any manner associated with the Bout including, but not limited to, press conferences, publicity events and training sessions (“Pre-Bout Events”) and by any and all means, methods and devices now existing or hereafter devised throughout the world;

(ii) The right to use in any form of media the name, likeness, image and biography of RG and the trainers and other persons associated with RG who are connected with the Bout, for the purpose of advertising, promotion, publicity and commercialization of the Bout and the Pre-Bout Events, all without additional compensation;

(iii) The right, in LLE’s sole discretion, to undertake reasonable and customary actions to ensure the full and complete exercise of the rights granted to LLE, including the right to enter into and perform agreement relating to such rights and for the production and promotion of radio and television broadcasts of the Bout and the Pre-Bout Events (including, but not limited to, announcers, commercials, artwork, etc.);

(iv) The right to sell, assign, license or otherwise commercialize any and all rights granted to LLE under this Agreement (provided LLE remains responsible for its obligations under this Agreement); and

3. FINANCIAL CONSIDERATION

(a) In consideration for RG’s participation in the Bout, LLE shall pay DKP or cause to be paid to DKP a total of six hundred and seventy-five thousand dollars (\$675,000.00), inclusive of the purse DKP shall furnish to RG in consideration of his participation in the Bout. It is further acknowledged that LLE shall have no obligation for other remunerations, costs or expenses due to DKP or any other representatives of RG for the Bout except as provided for in Section 4 herein. DKP shall instruct RG to execute any Bout Agreement required by the Boxing Commission consistent with the terms of this Agreement.

(b) LLE shall have the right, at its election, but no later than ten (10) days before the Bout, to obtain life or other insurance upon RG in such amounts as it may determine at its costs and expense including but not limited to, insurance against the failure of RG to appear to participate in the Bout; and RG shall have no right, title or

interest in such insurance. DKP shall cause RG to cooperate and assist in LLE's obtaining such insurance, including submitting to such physical or other examinations of RG as may be reasonably required to obtain such insurance. The results of any physical shall be kept strictly confidential.

(c) LLE shall be responsible for all arrangements and pay for all costs and expenses for the promotion of the Bout and the Event including, without limitation, all arena costs and expenses, ticket printing and sales, compliance with Boxing Commission rules and regulations, security, insurance policies as required by the Boxing Commission.

4. TRAVEL AND LODGING

LLE shall provide to DKP and RG five (5) round trip economy airfares to and from the location of the event, as well as five (5) hotel rooms (LLE shall be responsible for the base cost of the room and tax only) and five (5) per diems for \$50/day for up to three (3) days before the bout vs. CL.

5. TICKETS AND CREDENTIALS

LLE shall furnish to DKP twelve (12) tickets to the event, including two (2) in the first two rows on camera and ten (10) all-access credentials.

6. PUBLICITY AND PUBLIC RELATIONS

DKP and RG shall fully cooperate and assists in the advertising, publicity and promotion of the Bout, including appearing at such reasonable number of live and telephone press conference, interviews and other promotional activities as LLE may reasonably designate, provided that such promotional activities do not unreasonably interfere with RG's training schedule.

7. MEDICAL AND OTHER COMPLIANCE REQUIREMENTS

(a) DKP and RG shall cooperate fully so that all Boxing Commission medical examinations and other testing of RG is undertaken prior to the Bout and likewise address all related matters in preparation for the Event to cooperate with, and comply he applicable Boxing Commission regulations.

8. ASSIGNMENT

DKP does not have the right to assign any rights or obligations under this Agreement without the express written consent of LLE. LLE may freely assign any and all of its rights an obligations under this Agreement. In addition, LLE may cause another entity to fulfill any of its obligations to DKP and/or RG enumerated herein so long as that

entity is a duly licensed to fulfill such obligations, to the extent such a license is necessary.

9. NO OTHER BOUTS

DKP agrees that RG will not engage in any professional boxing match or exhibition prior to the date of the Bout.

10. REPRESENTATIONS AND WARRANTIES

(a) DKP represents and warrants to LLE as follows:

(i) DKP has the right to provide the professional boxing services of RG and the herein limited assignment of such rights to LLE for the Bout is legally enforceable.

(ii) DKP has the right to accept on RG's behalf and bind RG to this agreement as it pertains to RG's status with the WBC.

(ii) DKP will not prior to the Bout enter into any agreement that might interfere with full and complete performance by DKP and RG of their respective obligations under this Agreement, the participation of RG in the Bout or the unimpaired exercise by LLE of any of the rights granted under this Agreement.

(iii) There are no pending claims affecting DKP nor RG (to the best of DKP's knowledge) which would interfere with the full and complete exercise or enjoyment by LLE of any rights granted under this Agreement and that DKP has not executed any agreement which conflicts with the provisions of this Agreement or which purports to grant anyone else conflicting rights which would interfere with the full and complete performance by DKP or RG of their respective obligations under this Agreement or the unimpaired exercise by LLE of any rights granted under this Agreement.

(b) LLE represents and warrants to DKP as follows:

(i) LLE has the right to provide the professional boxing services of CL and secure his participation in the Bout on terms and conditions consistent with this Agreement.

(ii) LLE will not prior to that Bout enter into any agreement which might interfere with the full and complete performance by LLE and CL of their obligations under this Agreement.

(iii) There are no pending claims affecting LLE or CL (to the best of LLE's knowledge) which would interfere with the full and complete exercise or enjoyment by DKP of any rights granted under this Agreement and that LLE has not

executed any agreement which conflicts with the provision of this Agreement of which purports to grant anyone else conflicting rights which would interfere with the full and complete performance by LLE or CL of its obligations under this Agreement or the impaired exercise by DKP of any rights granted under this Agreement.

11. INDEMNIFICATION

(a) DKP shall indemnify, defend and hold harmless LLE and its officers, directors, employees or representatives from any and all claims, costs liabilities, judgments, expenses or damages (including reasonable attorneys fees) arising out of (i) its breach of this Agreement or any representation or warranty by DKP contained herein or (ii) any act or omission by DKP giving rise to a claim against LLE.

(b) LLE shall indemnify, defend and hold harmless DKP and its officers, directors, employees or representatives from any and all claims, costs liabilities, judgments, expenses or damages (including reasonable attorneys fees) arising out of (i) its breach of this Agreement or any representation or warranty by LLE contained herein or (ii) any act or omission by LLE giving rise to a claim against DKP.

(c) In any case in which indemnification is sought hereunder:

(i) The party seeking indemnification shall promptly notify the indemnitor in writing of any claim or litigation to which this Section 11 relates; and

(ii) the indemnities shall afford the indemnitor the opportunity to participate in, and at the sole discretion of the indemnitor, routine agree upon any compromise, settlement, limitation or other resolution or disposition of such claim or litigation.

12. MISCELLANEOUS

(a) Entire Agreement: This Agreement sets forth, and is intended to be an integration of, all agreements, understandings, representations and warranties between the parties with respect to the subject matter of this Agreement, and there are no agreements, understandings representations or warranties, oral or written, express or implied, between the parties with respect to the subject matter of this Agreement other than as set forth herein.

(b) Amendment Waiver: No amendment of this Agreement shall be valid unless in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom it is sought to be enforced.

(c) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of New York. Any dispute regarding this Agreement shall be resolved by a court of competent jurisdiction in New York. Each party shall bear its own legal fees and expenses.

(d) Confidentiality: The terms and conditions of this Agreement shall remain confidential between the parties, and shall not be discussed to the media or general public, or to any other third party, without the prior consent of the other party, which consent shall not be reasonably withheld.

(e) Further Assurances: Each party agrees from time to time to perform such further acts and execute and deliver such other documents as may be reasonably requested by the other party to carry out the intent and purpose of this Agreement including, without limitation, a standard Boxing Commission contract between RG and DKP or LLE in such form as may be required by the Boxing Commission; provided that the provisions in the standard Boxing Commission contract shall not modify any terms of this Agreement.

(f) Notices: Any notice required or desired to be given hereunder shall be in writing and sent postage prepaid by certified mail, return receipt requested, telecopier, or prepaid telegram, addresses as follows. All such notices shall be deemed given when mailed, telecopier or delivered to the local telegraph office of the sender.

(i) Law Library Entertainment
1000 Main Street, #601
Cincinnati, OH 45202
Tel: 513.946.5300
Fac: 513.946.0000

(ii) Don King Productions

Tel: _____
Fax: _____

(g) Relationship: Nothing contained in this Agreement shall be construed to constitute DKP (and their agents) nor RG as an employee or joint venture partner of LLE, and RG shall have no financial interest in any compensation payable to LLE (or CL) for engaging in the Bout.

(h) Construction: This Agreement shall not be construed against the party causing its preparation but shall be construed as if all parties prepared this Agreement.

The parties have executed this Agreement as of the date first above written.

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LAW LIBRARY ENTERTAINMENT

_____ By: _____

DON KING PRODUCTIONS, INC.

_____ By: _____
Date Name: Don King
Title: President

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