

CO-PROMOTION AGREEMENT

THIS AGREEMENT (the "Agreement") dated as of the 23rd. of April 2021 is made and entered into by and between **LAW LIBRARY PROMOTIONS, INC.**, an Ohio corporation, with a place of business at 1000 Main Street, Cincinnati, OH 45202 ("LLP") and **CONTINUING LEGAL EDUCATION DOLDRUM, LLC** with a place of business at 111 Anywhere, NY 33333 ("CLE") for the Co-Promotion of the World Boxing Council's ("WBC") Heavyweight Interim title fight (hereinafter the "Fight") between Atticus Finch ("Finch") and Jake Tyler Brigance ("Brigance"), planned for Saturday, July 3, 2021 (hereinafter referred to as the "Event"). LLP and CLE may hereinafter collectively be referred to as the "Parties."

WHEREAS, CLE and LLP desire to co-promote the WBC Heavyweight Interim Title bout between Finch and Brigance at Madison Square Gardens ("Site") on Saturday, July 3, 2021.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Event Expenses. CLE shall be liable and guarantees the cost for the organization and staging of the Event. LLP shall stage the Event.

2. LLP Promotional Assistance/Payment. CLE acknowledges that LLP is a world-wide legend in the field of promoting professional boxing and CLE desires LLP's assistance in promoting the Event and assisting in securing sponsorships for the Event. In exchange for LLP's willingness to assist CLE in securing sponsors for the Event, CLE shall pay LLP within ten (10) business days of signing this Agreement, a non-refundable, free of taxes, fully recoupable (as set forth in this agreement), the sum of Five Million US Dollars (\$5,000,000.00) (hereinafter "Payment"), for LLP's assistance in promoting ("Promotional Assistance") the Event. It is understood and agreed that the payment is inclusive of Finch's purse. CLE shall make the Payment by irrevocable bank transfer to a LLP's Bank account. Non-compliance by CLE with the payment within ten (10) days shall be deemed to be a material breach of the terms hereof, and LLP shall be entitled, but not liable, to terminate this Agreement with immediate effect by written notification to CLE. It is agreed and understood by the Parties that LLP's Promotional Assistance is for the sole and absolute purpose of aiding, assisting and promoting CLE as well as helping CLE secure sponsorships for the Event. LLP will make itself available for Promotional Assistance in New York, NY, at a date to be mutually agreed to by the Parties as requested by CLE to announce and promote CLE and the Event at mutually agreed to interviews and other mutually agreed to promotional appearances.

3. Finch Purse. LLP holds the world-wide promotional rights to Finch and as such LLP shall pay Finch's fight purse for his participation in the Fight and Event.

4. Recoupable Terms. LLP and CLE agree that CLE shall receive (a) the first Five Million dollars of revenue received from the Event as recoupment of the Payment to LLP and (b) its expenses incurred in staging the Event, from any source of revenue whatsoever, including but not limited to, sponsorships, television license fees, site fees, ticket sales, merchandising, etc. Any additional revenue shall be split equally by and between LLP and CLE on a 50%-50% basis.

5. Co-Promotions Rights. CLE and LLP shall jointly own the worldwide co-promotional rights to the Brigrance v. Finch fight for unlimited term in full, including the right to reproduction, public demonstration, import, broadcasting by air and by cable, any other public communication, including communication via telecommunication networks and systems, including global network Internet; translation and processing, as well as all other joint copyright (hereinafter referred to as “Co-Promotion Rights”) for the Fight with regard to subsequent LLP and CLE activities involving the use and application of the acquired Co-Promotion Rights anywhere in the world (hereinafter referred to as the “Territory”). It is the intention of the Parties that LLP and CLE shall jointly own the worldwide copyright in the Fight throughout the world.

6. Insurance. CLE shall have the right to obtain non-appearance insurance upon the fighters and any other insurance to protect CLE’s exposure with the understanding that CLE and LLP shall split on a 50%-50% basis any insurance recovered by CLE above its expenses incurred.

7. WBC Governs. LLP and CLE agree that the WBC will be endowed with exclusive powers and rights to officiate and govern this Event including but not limited to the unilateral selection and appointment of neutral officials for the Event, and neither LLP nor CLE, nor any other person shall be able to object against the decision of the WBC regarding any decisions for the Event. The unlimited rights and powers of the WBC shall constitute a material term hereof.

8. Ring Mat. LLP and CLE shall ensure that 50% (half) of the center ring-mat signage space shall be available to LLP for placement of a logo of LLP’s choosing.

9. Selection of Gloves. Each fighter shall select his own gloves in accordance with the WBC Rules.

10. Anti-Doping and Weigh-In. LLP and CLE agree to participate and be bound by the WBC’s Clean Boxing Program and that the WBC shall have the unfettered discretion to test both Finch and Brigrance’s urine samples for compliance. Should Finch and/or Brigrance test positive for any prohibited substances as determined by the WBC then the WBC and only the WBC shall determine the penalty, if any, to be levied against the fighter who tested positive. A positive test by either Finch and/or Brigrance as determined by the WBC test results shall not be deemed a breach of this Agreement by either LLP or CLE and CLE shall still be obligated to pay LLP in accordance with the terms of this Agreement. LLP and CLE acknowledge that the WBC rules shall govern and that the WBC shall have the unfettered discretion pertaining to the Heavyweight Championship fight.

11. Travel. Promotional Travel. CLE agrees to procure round-trip air tickets (___ business class and ___ tourist class tickets – ___ tickets for press conference and personal appearance of LLP and staff), accommodations, meals and land transportation, to assist CLE in promoting this Event in New York, NY.

12. Confidentiality. The Parties shall not disclose to any third party (other than its employees and agents (including consultants), in their capacity as such, on a need-to-know basis), any information with respect to the terms and provisions of this Agreement except: (i) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, in which event the Party shall notify the other as promptly as practicable (if possible, prior to making such disclosure) and shall seek confidential treatment of such information, (ii) as part of normal reporting or review procedure to its banks, auditors and attorneys and similar professionals, provided that such banks, auditors and attorneys and similar professionals

agree to be bound by the provisions of this paragraph, and (iii) in order to enforce its rights pursuant to this Agreement.

13. Forum Selection/Governing Law. CLE irrevocably submits to the jurisdiction of the United States District Court, Southern District of New York (“New York Federal Court”) over any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined only in such New York Federal Court. Alternatively, if the New York Federal Court shall not have jurisdiction over the subject matter of the action or proceeding, then the action or proceeding may be brought in any State Court of New York in New York County having jurisdiction over the subject matter (“New York State Court”), and CLE hereby irrevocably submits to the jurisdiction of the New York State Court. As an alternative method of personal service, CLE irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies at the address specified for the mailing of notices in this Agreement. CLE agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. CLE further waives any objection to venue in such New York Federal Court or New York State Court and any objection to any action or proceeding in such New York Federal Court or New York State Court on the basis of forum non conveniens. This Agreement shall be governed, construed and enforced in accordance with the substantive law of contracts of the State of New York and without regard to New York choice of law principles or conflicts of law principles.

14. Counterparts/Facsimile. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile signatures shall be as effective as originals.

15. Effective Date/Signatures. This Agreement shall take effect from the date first written herein above, the Parties have agreed that the documents exchange shall be carried out using facsimile communications as follows: CLE shall sign the Agreement and send it to the following fax number:1(513)555-5555, upon receipt of thus signed Agreement, LLP shall immediately sign the Agreement on its behalf, and send it to the following fax number: 1(212) 333-3333 or the Parties may exchange scanned copies of the documents sent by them to each other by e-mail. Within 14 days after the effective date of the Agreement, the Parties shall send the originals of the Agreement with personal signatures of the Parties to each other, by mail, to the following addresses:

16. English/Foreign Language. This Agreement is made in both the English language and the _____language. In the event of any discrepancy between the two versions, the Parties agree that the English language version shall govern.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

LLP

CLE