

# **EXHIBIT A**

**PROMOTIONAL REPRESENTATION AGREEMENT**

This PROMOTIONAL REPRESENTATIVE AGREEMENT (this "Agreement") is by and between Deliverance Poker, LLC, a Texas limited liability company ("Deliverance"), and Michael Mizmachi (the "Representative").

WHEREAS, Deliverance desires to contract with the Representative, a professional poker player, to publicly promote an online poker website (the "Site") through his personal appearances, wearing Site branded clothing, participation at various poker tournaments throughout the world and other means, and the Representative desires to contract with Deliverance to provide said services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Deliverance and the Representative agree to the following:

1. **Effective Date.** This Agreement shall be effective immediately upon the closing by Deliverance of an offering of debt or equity interests in Deliverance which raises no less than One Million Dollars (the "Effective Date").

2. **Independent Contractor.** The parties shall at all times be and act as independent contractors. Accordingly, the parties do not intend to create any type of fiduciary relationship, agency relationship, employer-employee relationship, joint venture or partnership by this Agreement. Notwithstanding the foregoing, following the Term (as defined below) and in the event that the Site has achieved profitability, Deliverance and the Representative agree to negotiate in good faith regarding the establishment of a salaried employment position for the Representative with Deliverance; *provided* that neither Deliverance nor the Representative shall be obligated to enter into any such agreement.

3. **Services.** Subject to the terms and conditions of this Agreement, the Representative agrees to provide the following services in connection with the Site during the Term (the "Services"):

(a) Compete in poker tournaments throughout the world as mutually agreed by Deliverance and the Representative ("Tournaments");

(b) Make such personal appearances to promote the Site as may be mutually agreed by Deliverance and the Representative ("Public Appearances");

(c) Exclusively wear Site logoed shirts and caps during all Tournaments and Public Appearances; and

(d) Give an interview conducted by or at the direction of Deliverance for audiovisual recording and use by Deliverance to promote the Site.

4. **Manner of Performance.** The Representative shall perform the Services in such a manner as Deliverance may reasonably request, and in a professional, and conscientious manner. In the event the Representative reasonably believes that an interview conducted by or at the direction of Deliverance is unreasonable, improper or misleading, the Representative may, in his

sole discretion, terminate the interview without any penalty or further obligation to Deliverance, and said termination shall not constitute a breach of this Agreement.

5. Term and Termination.

(a) Term. The Representative agrees to perform the Services for a guaranteed period of eighteen (18) months, beginning on the Effective Date (the "Term").

(b) Termination. Either party may immediately terminate this Agreement for "cause" in the event that the other party hereto commits any of the following acts:

(i) A material breach this Agreement, including, without limitation, in the case of the Representative, the failure to provide any of the Services pursuant to Section 3(a) above;

(ii) Commission, conviction of, or a plea of "guilty" or "no contest" to, a felony under the laws of the United States, any State or any foreign country; or

(iii) Their insolvency, their appointment of a custodian, trustee, liquidator or receiver for themselves or any of their property, their assignment for the benefit of creditors, their filing of a petition under bankruptcy, insolvency or debtor's relief law or their filing of a petition for any adjustment of indebtedness, composition or extension.

(c) Automatic Termination. This Agreement will automatically terminate if the Effective Date has not occurred on or before August 24, 2009.

6. Location. The Representative agrees to perform the Services at the locations reasonably requested by Deliverance. Deliverance may, in Deliverance's sole discretion, change any location; provided, however, that Deliverance gives the Representative reasonable notice of such change.

7. Compensation. Deliverance agrees to pay the Representative on the Effective Date (a) a membership interest in Deliverance equal to one and three-quarters percent (1.75%) as of the Effective Date and (b) One Hundred Fifty Thousand Dollars (\$150,000.00) (collectively, the "Representation Fee"). The Representative shall forfeit the Representation Fee in the event that (a) Deliverance terminates this Agreement for cause pursuant to Section 5(b) above or (b) the Representative does not participate in at least six (6) tournaments during the Term in the provisions of Services pursuant to Section 3(a) above.

8. Expenses: Promotional Expense Pool.

(a) Advancement of Expenses. Concurrently with the execution of this Agreement, Deliverance is entering into Promotional Representative Agreements with Robert Mizrahi, Eric Mizrahi and Daniel Mizrahi (together with this Agreement, the Promotional Agreements). During the first twelve (12) months of this Agreement, Deliverance agrees to pay up to an aggregate of One Hundred Fifty-Five Thousand Dollars (\$155,000.00) in expenses incurred by the Representative, Robert, Eric and Daniel Mizrahi in order for them to compete in

poker tournaments as part of their Services under the Promotional Agreements (including transportation, food and lodging); provided, that such expenses are pre-approved by Deliverance.

(b) Repayment of Expense Advances. The Representative agrees to pay to Deliverance any compensation he receives from any poker tournaments during the Term up to the amount necessary to repay Deliverance for any advances of expenses made pursuant to paragraph 8(a) above.

(c) Promotional Expense Pool. To the extent that the Representative, Robert Mizrahi, Eric Mizrahi and Daniel Mizrahi receive aggregate compensation from poker tournaments and magic performances during the Term in excess of One Million Dollars (\$1,000,000.00), the Representative agrees that twenty-five (25%) of such compensation in excess of One Million Dollars (\$1,000,000.00) shall be paid to Deliverance for use in promoting the Site, such use to be at the discretion of Deliverance. Payments pursuant to this paragraph 8(c) are in addition to the payments required pursuant to paragraph 8(b).

9. Work-For-Hire. The parties agree that all Intellectual property related to the Representative's promotion of the Site, including, without limitation, all recordings of personal appearances and interviews (collectively, the "Works") shall be owned by Deliverance in perpetuity and throughout the universe in all languages and in all manners, mediums and forms, whether now known or hereinafter devised, as "works made for hire," as that term is understood under The Copyright Act of 1976, 17 U.S.C. §§101 *et seq.*, as amended, and the common law of the United States, so that all copyright and other proprietary interests in and to the Works shall vest at the time of their creation in and to Deliverance, and the Representative shall have no copyright or other proprietary interests in or to the Works or any resulting materials produced with the use of or derived from the Works. If for any reason the Works are not "works made for hire," then the Representative hereby irrevocably assigns, releases, conveys and otherwise fully transfers to Deliverance and Deliverance's successors and assigns any and all of the Representative's rights, titles and interests throughout the universe in and to the Works. In any event, the Representative shall not retain any rights, titles or interests (residual or otherwise) in or to the Works.

10. Name and Likeness. The Representative grants to Deliverance the exclusive right during the Term throughout the universe to use the Representative's name, voice and likeness in any language and in any manner, medium or form, whether now known or hereinafter devised; provided, however, that any such use is limited to promotion of gaming on the Site, Deliverance's clothing and merchandise, reality shows and any other promotions that are mutually agreed upon by the Representative and Deliverance.

11. Personal Release. The Representative understands and acknowledges that Deliverance may film, tape, photograph and/or record the Representative in connection with the Representative's performance of the Services, and hereby consents to such activities; provided, however, that the Representative is aware of such activities.

12. Rights of Approval. Deliverance agrees to furnish the Representative with any marketing materials related to the Site that contain references to the Representative prior to their publication for the purpose of inspection by the Representative. The Representative may request

changes be made to any such marketing materials, however, Deliverance shall have the right to accept or reject any such request in its sole discretion.

13. Website Operation. Deliverance will design and operate the Site in a manner designed to prevent players from the United States from participating in online poker for money until such time as the U.S. Justice Department and/or the federal courts of the United States have determined that participation in online poker for money is legal for participants from within the United States.

14. Additional Documents. The parties agree to execute all other documents and instruments that are reasonably necessary to effectuate the terms of this Agreement.

15. Consultation. The parties agree to consult with each other and to make themselves fully available to each other, in person or by telephone or e-mail, as each may reasonably require, at reasonable times and places, to render the fullest cooperation to facilitate the performance of this Agreement.

16. Assignment. The Representative shall not have the right to assign, delegate, release, convey or otherwise transfer any of his rights or obligations under this Agreement to any third party without the prior written consent of Deliverance. Any unauthorized assignment, delegation, release, conveyance or other transfer shall be void and unenforceable.

17. Force Majeure. No party shall be liable or deemed in default for any delay, failure or interruption in performance hereunder resulting directly or indirectly from any acts of God, civil or military authority, acts of the public enemy, war, acts of terrorism, riots, civil disturbances, labor strikes, insurrections, accidents, fires, explosions, earthquakes, floods, the elements or any other cause beyond the reasonable control of said party that may be characterized as "force majeure." The parties agree to address or minimize the impact of such acts by taking reasonable measures to ensure performance hereunder to the extent possible.

18. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas and applicable federal law, regardless of the place of its execution or performance and any conflicts of law analysis. THE PARTIES IRREVOCABLY AGREE, CONSENT AND OTHERWISE SUBMIT TO THE EXCLUSIVE JURISDICTION OF A COURT OF APPROPRIATE JURISDICTION LOCATED IN TRAVIS COUNTY, TEXAS FOR THE ADJUDICATION OF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

19. Execution. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which, taken together, shall be one instrument. To facilitate execution hereof, the parties may execute and exchange counterparts of this Agreement by facsimile or by e-mail in "portable document format" (or .PDF) or similar form.

20. Waiver of Rights. A party's delay or failure to exercise a right or remedy available under this Agreement shall not constitute a waiver of such right or remedy.

21. Miscellaneous. This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements, if any, made between the parties (orally or in writing) relative to the subject matter of this Agreement. This Agreement cannot be modified,

amended, released or waived, in whole or in part, except in a writing signed by both parties. If a court of competent jurisdiction holds that a term or condition of this Agreement is invalid or unenforceable for any reason, then the remaining terms and conditions shall not be affected. This Agreement shall inure to the benefit of and be binding upon the parties and their affiliates, successors and assigns.

IN WITNESS WHEREOF, the parties executed this Agreement on the dates set forth next to their signatures below, and this Agreement became effective as of the Effective Date.

Deliverance Poker, LLC

By: [Signature]  
Carlos Benavides III, Manager

Date 7-13-09

Michael Mizrahi

[Signature]  
Signature

Date July 12, 2009

Telephone (702) 768-5701

E-mail g.poderisblack@yahoo.com

Witness Luciano Pellegrino

[Signature]

7/12/09  
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Las Vegas, NV 89109