

DP-000410

DELIVERANCE POKER, LLC

A Texas Limited Liability Company

COMPANY AGREEMENT

THE MEMBERSHIP INTERESTS REFERENCED HEREIN HAVE NOT
BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED,
NOR PURSUANT TO THE PROVISIONS OF ANY STATE SECURITIES ACT.

CERTAIN RESTRICTIONS ON TRANSFERS OF INTERESTS
ARE SET FORTH HEREIN.

DP-000410



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COMPANY AGREEMENT
OF
DELIVERANCE POKER, LLC

This Company Agreement of Deliverance Poker, LLC is hereby duly adopted by all of the Managers, and is hereby ratified, confirmed and approved as such by each person set forth on Schedule "A" attached hereto.

ARTICLE I
DEFINITIONS

1.01 Definitions. The following terms used in this Company Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Capital Account" means, with respect to any Member, the account maintained for such Member in a manner which the Managers determine is in accordance with Treasury Regulations Section 1.704(b)(2)(iv), and Section 5.02 hereof.

"Capital Contribution" means any contribution to the capital of the Company in cash or property by a Member whenever made.

"Certificate of Formation" shall mean the Certificate of Formation for the Company as described in Section 2.01 hereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means Deliverance Poker, LLC, a Texas limited liability company.

"Company Agreement" means this Company Agreement as originally adopted and as amended from time to time.

"Deceased Spouse" has the meaning set forth in Section 8.09.

"Distributable Cash" means all cash, revenues, and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operations of the Company's business; and (iii) such cash reserves as the Managers deem reasonably necessary for the proper operation of the Company's business.

"Divorced Member" has the meaning set forth in Section 8.08.

"Divorced Spouse" has the meaning set forth in Section 8.08.

"Exercise Period" has the meaning set forth in Section 8.06(b).

"Fiscal Year" means the Company's fiscal year, which shall be the calendar year.

“Initial Capital Contribution” means the initial contribution to the capital of the Company made by a Member pursuant to this Company Agreement. The amount of each Member’s Initial Capital Contribution is set forth on Schedule “A” attached hereto.

“Losses” means, for each Fiscal Year, the losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the cash receipts and disbursements method of accounting and as reported, separately or in the aggregate, as appropriate, on the Company’s tax return filed for federal income tax purposes, plus any expenditures described in Section 705(a)(2)(B) of the Code.

“Majority” means, with respect to any referenced group of Managers, a combination of any such Managers constituting more than fifty percent (50%) of the number of Managers of such referenced group who are then elected and qualified.

“Majority in Interest” means, with respect to any referenced group of Members, a combination of any of such Members who, in the aggregate, own more than fifty percent (50%) of the Membership Interests owned by all of such referenced group of Members.

“Manager” means the person or persons named in the Certificate of Formation as the initial Manager, and any other person or persons that succeed the initial Manager in that capacity or are elected to act as additional managers of the Company as provided herein. **“Managers”** means all such persons collectively in their capacity as managers of the Company.

“Member” means each person set forth on Schedule “A” attached hereto and executing this Company Agreement as a member or any additional person admitted as a member of the Company in accordance with Article VIII, each in the capacity as a member of the Company. **“Members”** means all such persons collectively in their capacity as members of the Company.

“Membership Interest” means, the percentage of ownership of a Member of the Company at any particular time. The initial Membership Interest of each Member is shown on Schedule “A” attached hereto.

“Offer Notice” has the meaning set forth in Section 8.06(b).

“Offered Interest” has the meaning set forth in Section 8.06(a).

“Profits” means, for each Fiscal Year, the income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the cash receipts and disbursements method of accounting and as reported, separately or in the aggregate, as appropriate, on the Company’s information tax return filed for federal income tax purposes, plus any income described in Section 705(a)(1)(B) of the Code.

“Purchaser Offer” has the meaning set forth in Section 8.06(a).

“Seller” has the meaning set forth in Section 8.06(a).

“Surviving Member” has the meaning set forth in Section 8.09.

"TBOC" shall mean the Texas Business Organizations Code, as amended from time to time.

ARTICLE II
FORMATION OF THE COMPANY

2.01 **Name and Formation.** The name of the Company is Delivcrance Poker, L.L.C. The Certificate of Formation of the Company was filed on November 7, 2008.

2.02 **Principal Place of Business.** The principal place of business of the Company within the State of Texas shall be at such place as the Managers shall designate from time to time.

2.03 **Registered Office and Registered Agent.** The Company's registered office and registered agent shall be as set forth in the Certificate of Formation or as the Managers shall otherwise determine from time to time.

2.04 **Term.** The term of existence of the Company shall be perpetual.

2.05 **Purposes and Powers.**

(a) The purposes and character of the business of the Company shall be to accomplish any and all lawful business for which limited liability companies may be organized under the TBOC.

(b) The Company shall have any and all powers which are necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the TBOC. The Company shall carry out the foregoing activities pursuant to the provisions of the Certificate of Formation, this Company Agreement and the TBOC.

ARTICLE III
RIGHTS AND DUTIES OF MANAGERS

3.01 **Management.**

(a) The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under, the designated Manager or Managers. In addition to the powers and authorities expressly conferred by this Company Agreement upon the Managers, the Managers may exercise all such powers of the Company and do all such lawful acts and things as are not directed or required to be exercised or done by the Members by the TBOC, the Certificate of Formation or this Company Agreement, including, but not limited to, contracting for or incurring debts, liabilities, and other obligations on behalf of the Company.

(b) Notwithstanding Section 3.01(a), the Managers shall not do any of the following, without, in each instance, obtaining the consent of a Majority in Interest of the Members:

(i) do any act in contravention of this Agreement;

- (ii) do any act which would make it impossible to carry on the ordinary business of the Company;
- (iii) amend the Certificate of Formation;
- (iv) confess a judgment against the Company;
- (v) possess Company assets, or assign the rights in specific Company assets for other than a Company purpose;
- (vi) merge with or into another entity;
- (vii) sell all or substantially all of the assets of the Company;
- (viii) elect new Members; or
- (ix) do any other act which the TBOC specifically requires to be approved by all Members; provided, however, that to the extent the provisions of the TBOC may be waived by agreement of the Members, the provisions of this Agreement providing for less than the unanimous approval of the Members and Managers shall be fully operative.

3.02 Number and Qualifications. The number of Managers of the Company shall not be less than one (1) nor more than five (5), as may be determined by the Members from time to time, but no decrease in the number of Managers shall have the effect of shortening the term of any incumbent Manager. Managers need not be residents of the State of Texas nor be Members of the Company. The Managers in their discretion may elect a chairman of the Managers who shall preside at meetings of the Managers. The initial Managers are listed in the Certificate of Formation.

3.03 Election. At the first annual meeting of the Members and at each annual meeting thereafter, the Members shall elect one or more Managers to hold office until the next succeeding annual meeting. Unless removed in accordance with this Company Agreement, each Manager shall hold office for the term for which said Manager is elected and until a successor shall be elected and qualified.

3.04 Vacancy. Any vacancy occurring for any reason in the number of Managers shall be filled by the affirmative vote of a Majority in Interest of the Members. A Manager elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

3.05 Removal. At a meeting called expressly for such purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative vote of a Majority in Interest of the Members.

3.06 Place of Meetings. All meetings of the Managers may be held either within or without the State of Texas.

3.07 Annual Meetings of Managers. The annual meeting of Managers shall be held, without further notice, immediately following the annual meeting of Members, and at the same

place, or at such other time and place as shall be fixed with the consent in writing of all the Managers.

3.08 Regular Meetings of Managers. Regular meetings of the Managers may be held without notice at such time and place either within or without the State of Texas as shall from time to time be determined by the Managers.

3.09 Special Meetings of Managers. Special meetings of the Managers may be called by any Manager on three (3) days notice to each Manager, either personally or by mail, electronic message, telephone, or by telegram.

3.10 Quorum. At all meetings of the Managers, the presence of a Majority of the Managers shall be necessary and sufficient to constitute a quorum for the transaction of business unless a greater number is required by law. The act of a Majority of the Managers present at a meeting at which a quorum is present shall be the act of the Managers, except as otherwise provided by law, the Certificate of Formation or this Company Agreement. If a quorum shall not be present at any meeting of the Managers, the Managers present at the meeting may adjourn the meeting from time to time.

3.11 Attendance and Waiver of Notice. Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Managers need be specified in the notice or waiver of notice of such meeting.

3.12 Compensation of Managers. Managers, as such, shall not receive any stated salary for their services, but shall receive such compensation for their services as may be from time to time agreed upon by a Majority in Interest of the Members. In addition, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Managers, provided that nothing contained in this Company Agreement shall be construed to preclude any Manager from serving the Company in any other capacity and receiving compensation for such service.

3.13 Committees. The Managers may, by resolution, designate from among the Managers one or more committees, each of which shall be comprised of one or more Managers, and may designate one or more of the Managers as alternate members of any committee, who may, subject to any limitations imposed by the Managers, replace absent or disqualified Managers at any meeting of that committee. Such committee shall have and may exercise all of the authority of the Managers, subject to the limitations set forth in the TBOC.

3.14 Actions Without a Meeting and Telephone Meetings. Notwithstanding any provision contained in this Article III, all actions of the Managers provided for herein may be taken by written consent without a meeting, or any meeting thereof may be held by means of a telephone conference. Any such action which may be taken by the Managers without a meeting shall be effective only if the written consent or consents are in writing, set forth the action so taken, and are signed by the number of Managers constituting not less than the minimum amount of Managers that would be

necessary to take such action at a meeting at which all Managers entitled to vote on the action were present and voted.

3.15 Officers. The Managers may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Texas, a Member or a Manager. Any officers so designated shall have such authority and perform such duties as the Managers may, from time to time, delegate to them. Each officer shall hold office until a successor shall be duly designated and shall qualify or until such officer's death or resignation or such officer shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Managers. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Managers. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the Managers whenever in the Managers' judgment the best interests of the Company will be served thereby.

ARTICLE IV MEETINGS OF MEMBERS

4.01 Place of Meetings. All meetings of the Members shall be held at the principal office of the Company or at such other place within or without the State of Texas as may be determined by the Managers and set forth in the respective notice or waivers of notice of such meeting.

4.02 Annual Meetings of Members. The annual meeting of the Members of the Company for the election of Managers and the transaction of such other business as may properly come before the meeting, shall be held at such time and date as shall be designated by the Managers from time to time and stated in the notice of the meeting. Such annual meeting shall be called in the same manner as provided in this Company Agreement for special meetings of the Members, except that the purposes of such meeting need be enumerated in the notice of such meeting only to the extent required by law in the case of annual meetings.,

4.03 Special Meetings of Members. Special meetings of the Members may be called by the Managers or by the holders of not less than twenty percent (20%) of all Membership Interests. Business transacted at all special meetings shall be confined to the purposes stated in the notice.

4.04 Notice of Meetings of Members. Written or printed notice stating the place, day, and hour of the meeting and, in the case of special meetings, or meetings to consider (i) an action not apparently for carrying out the ordinary course of business of the Company, (ii) an action that would make it impossible for the Company to carry out the ordinary course of business, or (iii) an amendment to the Certificate of Formation or a restated certificate of formation that contains such an amendment, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by mail, by facsimile, or by electronic message, by or at the direction of the Managers or person calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at such Member's address as it appears on the transfer records of the Company, with postage prepaid. If

transmitted by facsimile or electronic message, such notice shall be deemed to be delivered when the facsimile or electronic message is transmitted to a facsimile number or an electronic message address provided by the Member, or to which the Member consents for the purpose of receiving notice.

4.05 Quorum. A Majority in Interest of the Members shall constitute a quorum at all meetings of the Members, except as otherwise provided by law or the Certificate of Formation. Once a quorum is present at the meeting of the Members, the subsequent withdrawal from the meeting of any Member prior to adjournment or the refusal of any Member to vote shall not affect the presence of a quorum at the meeting. If, however, such quorum shall not be present at any meeting of the Members, the Members entitled to vote at such meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the holders of the requisite amount of Membership Interests shall be present or represented.

4.06 Voting on Matters Other Than the Election of Managers. At any meeting of the Members at which a quorum is present, the vote of the holders of a Majority in Interest of the Members thereat shall be the act of the Members, unless the vote of a greater number or portion is expressly required by law, the Certificate of Formation or this Company Agreement (including without limitation Section 4.07 below).

4.07 Voting in the Election of Managers. For purposes of voting on the election of Managers, Managers shall be elected at any meeting of the Members at which a quorum is present by the vote of a Majority in Interest of the Members.

4.08 List of Members Entitled to Vote. The Managers shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting, or any adjournment of such meeting, arranged in alphabetical order, with the address of and the Membership Interest held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection of any Member during the whole time of the meeting. However, failure to comply with the requirements of this Section shall not affect the validity of any action taken at such meeting.

4.09 Registered Members. The Company shall be entitled to treat the holder of record of any Membership Interest as the holder in fact of such Membership Interest for all purposes, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any other person, whether or not it shall have express or other notice of such claim or interest, except as expressly provided by this Company Agreement or the laws of Texas.

4.10 Actions Without a Meeting and Telephone Meetings. Notwithstanding any provision contained in this Article IV, all actions of the Members provided for herein may be taken by written consent without a meeting, or any meeting thereof may be held by means of a telephone conference. Any such action which may be taken by the Members without a meeting shall be effective only if the written consent or consents are in writing, set forth the action so taken, and are signed by the holder or holders of Membership Interests constituting not less than the minimum amount of Membership

Interests that would be necessary to take such action at a meeting at which the holders of all Membership Interests entitled to vote on the action were present and voted.

ARTICLE V
CONTRIBUTIONS TO CAPITAL AND CAPITAL ACCOUNTS

5.01 Capital Contributions.

(a) The initial Membership Interest and the Initial Capital Contribution of each Member is set forth on Schedule "A" attached hereto. Upon the execution of this Company Agreement, each of the undersigned shall contribute cash to the Company in the amount set forth on Schedule "A" attached hereto as such Member's Initial Capital Contribution and, upon such contribution, shall become a Member of the Company.

(b) No Member shall be paid interest on any Capital Contribution to the Company.

5.02 Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (i) the amount of money contributed by such Member to the Company; (ii) the fair market value of any property contributed by such Member to the Company; (iii) the amount of any Company liabilities that are expressly assumed by such Member or that are secured by any Company property distributed to such Member; and (iv) the amount of Profits allocated to such Member. Each Member's Capital Account will be decreased by (i) the amount of money distributed to such Member by the Company; (ii) the fair market value of any property distributed to such Member by the Company; (iii) the amount of any liabilities of such Member that are expressly assumed by the Company or that are secured by any property contributed by such Member to the Company; and (iv) the amount of Losses allocated to such Member.

(b) In the event of a permitted sale or exchange of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent such Capital Account relates to the transferred interest.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder.

5.03 Withdrawal or Reduction of Members' Contributions to Capital.

(a) A Member shall not receive out of the Company's property any part of such Member's Capital Contributions until all liabilities of the Company, except the liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay such liabilities.

(b) No Member shall have the right to withdraw all or any part of such Member's Capital Contribution or to receive any return on any portion of such Member's Capital Contribution, except as may be otherwise specifically provided in this Company Agreement. Under circumstances

involving a return of any Capital Contribution, no Member shall have the right to receive property other than cash.

(c) No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses, or distributions, provided that this subsection shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

5.04 Liability of Members. No Member shall be liable for the debts, liabilities, or obligations of the Company beyond such Member's respective Initial Capital Contribution. No Member shall be required to contribute to the capital of, or to loan, the Company any funds.

ARTICLE VI ALLOCATIONS, DISTRIBUTIONS, RETURNS AND ELECTIONS

6.01 Allocations of Profits and Losses. The Profits and Losses of the Company for each Fiscal Year shall be allocated among the Members in proportion to each Member's respective Membership Interest in the Company. Any credit available for federal income tax purposes shall be allocated among the Members in the same manner.

6.02 Distributions. All distributions of Distributable Cash or other property shall be made to the Members, pro rata, in proportion to each Member's respective Membership Interest on the record date of such distribution. Except as provided in Section 6.03, all distributions of Distributable Cash and property shall be made at such time as determined by the Managers. All amounts withheld pursuant to the Code or any provisions of state or local tax laws with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section.

6.03 Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of Capital Contributions.

6.04 Accounting Principles. The Profits and Losses of the Company shall be determined in accordance with accounting principles applied on a consistent basis under the cash receipts and disbursements method of accounting.

6.05 Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within seventy-five (75) days after the end of each Fiscal Year of the Company. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers with the consent of a Majority in Interest of the Members.

ARTICLE VII
BOOKS, RECORDS AND REPORTS

7.01 Maintenance of Books. The Company shall keep books and records of accounts and shall maintain a minute book which shall contain minutes of all meetings and other proceedings of the Members, Managers and all committees, if any, of the Managers.

7.02 Records and Reports. At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

- (a) A current list that states:
 - (i) The name and mailing address of each Member; and
 - (ii) The Membership Interest owned by each Member;
- (b) Copies of the federal, state, and local information or income tax returns for each of the Company's six most recent tax years;
- (c) A copy of the Certificate of Formation and this Company Agreement, all amendments or restatements, executed copies of any powers of attorney, and copies of any document that creates, in the manner provided by the Certificate of Formation or this Company Agreement, classes or groups of Members;
- (d) Correct and complete books and records of account of the Company; and
- (e) Any other books, records, or documents required by the TBOC or other applicable law.

ARTICLE VIII
TRANSFERABILITY

8.01 Restrictions on Transfer of Membership Interest.

- (a) No Member shall have the right to sell, transfer, or assign all or any portion of the Membership Interest except as provided in this Company Agreement. Any transfers made in violation of this Company Agreement shall be void *ab initio*.
- (b) A Member may sell, transfer or assign all or part of its Membership Interest without obtaining consent of the Members to the Company.
- (c) Notwithstanding anything to the contrary contained in this Company Agreement, unless all of the Members shall consent, no Member shall sell, transfer, or assign any portion of the Membership Interest of such Member if such sale, transfer or assignment:
 - (i) when added to the total of all other sales, transfers, or assignments of Membership Interests within the preceding twelve (12) months, would result in the

Company being considered to have terminated within the meaning of Code Section 708;

(ii) would otherwise cause the Company to lose its status as a partnership for federal income tax purposes; or

(iii) would violate any federal securities laws or any applicable state securities laws (including suitability standards).

8.02 Death, Resignation or Incapacity of Member. If a Member dies, retires, resigns, or becomes bankrupt or legally incapacitated, the liquidator, personal representative, trustee, or receiver of such Member's estate shall have all the rights of a Member for the purpose of settling or managing such Member's estate and, subject to Section 8.04, such power as the Member possessed to assign all or any part of such Member's interest and to join with such assignee in satisfying the conditions precedent to such assignee becoming a substituted Member. The death, retirement, resignation, bankruptcy, or legal incapacity of a Member shall not terminate the Company.

8.03 Assignees.

(a) The Company shall not recognize for any purpose any purported sale, assignment, or transfer of all or any portion of the Membership Interest of a Member unless all costs of such assignment have been paid by the assigning Member and there is filed with the Company a written and dated notification of such sale, assignment, or transfer, in form satisfactory to the Managers, executed and acknowledged by both the seller, assignor, or transferor and the purchaser, assignee, or transferee, and such notification (i) contains the agreement by the purchaser, assignee, or transferee to be bound by all the terms and provisions of this Company Agreement, and (ii) represents that such sale, assignment, or transfer was made in accordance with all applicable securities laws and regulations (including suitability standards). Any sale, assignment, or transfer shall be recognized by the Company as effective on the date of receipt of such notification by the Company.

(b) Any Member who assigns all the Membership Interest of such Member in the Company shall cease to be a Member, except that, unless and until a substituted Member has been admitted into the Company, such assigning Member shall retain the statutory rights of the assignor of a Membership Interest under the TBOC.

(c) A person who is the assignee of all or any portion of the Membership Interest of a Member, but does not become a substituted Member, and desires to make a further assignment of such interest, shall be subject to all the provisions of this Article VIII to the same extent and in the same manner as any Member desiring to make an assignment of a Membership Interest.

8.04 Substituted and Additional Members.

(a) Except as set forth in Section 8.01, no Member shall have the right to substitute in such Member's place a purchaser, assignee, transferee, donee, heir, legatee, distributee, or other recipient of all or any portion of the Membership Interest of such Member. Any such purchaser, assignee, transferee, donee, legatee, distributee, or other recipient of any interest shall be admitted to the Company as a substituted Member only with the written consent of a Majority in

Interest of all of the Members, which consent may be granted or withheld in the sole discretion of the Members; provided, that, (i) no spouse of a Member shall accept, accede to or transfer a Membership Interest held in the name of such Member that if that spouse divorces the Member unless consented to in writing by all the Members and Managers or (ii) if a Member is the sole Member of the Company at the time of such Member's death, such Member shall have the right to substitute in such Member's place any donee, heir or legatee without the consent of a Majority in Interest of the Members.

(b) Any person may, subject to the terms and conditions of this Company Agreement, become an additional Member in the Company by the sale of new Membership Interests for such consideration as a Majority in Interest of the Members shall determine, upon obtaining the written consent of a Majority in Interest of the Members.

(c) No person shall become a substituted or additional Member until such person has satisfied the requirements of this Article VIII; provided, however, that for the purpose of allocating Profits, Losses, and distributions, a person shall be treated as having become, and as appearing in the records of the Company as, a Member, as the case may be, on the date as the sale, assignment, or transfer to such person was recognized by the Company pursuant to Section 8.03.

8.05 Withdrawal of Members.

(a) Any Member may withdraw or resign as a Member of the Company at any time by giving written notice of such withdrawal to the Company.

(b) No withdrawing Member shall be entitled to receive any distribution upon withdrawal or resignation, unless approved in writing by a Majority in Interest of the remaining Members.

8.06 Right of First Refusal.

(a) If a Member (the "Seller") receives a bona fide written offer from a third party to purchase all or part of its Membership Interest (the "Purchase Offer"), the Member shall first offer to sell such Membership Interest (the "Offered Interest") to the other Members in accordance with Section 8.06(b).

(b) The Seller shall give to the other Members and the Company written notice (the "Offer Notice"), which shall include (i) a copy of the Purchase Offer and (ii) the Seller's offer to sell all of the Offered Interest to the Members for a price and on terms and conditions no less favorable than those contained in the Purchase Offer (but without any requirement for earnest money or a similar deposit). The Purchase Offer shall be irrevocable for a period ending no earlier than the expiration of thirty (30) days after the date the Offer Notice is deemed received by the Members and the Company (the "Exercise Period"). A Member shall have the right to acquire, in whole or in part, up to that portion of the Offered Interest that corresponds to the ratio of the accepting Member's Membership Interest to the Membership Interest of all of the other Members who also elect to exercise their right of first refusal by giving written notice of such acceptance to the Seller and the Company. Such notice of acceptance shall state the maximum amount of Offered Interest that such Member shall be willing to acquire in the event that any Member fails to exercise its right to acquire, in whole or in part, its pro rata interest of the Offered Interest. Unless the other Members

(in the aggregate) accept the Seller's offer with respect to all of the Offered Interest, the Seller's right of first refusal offer to the other Members shall be deemed rejected in its entirety.

(c) The purchase of the Offered Interest by the other Members shall be closed at the principal office of the Company within thirty (30) days after the expiration of the Exercise Period or, if later, the date of closing specified in the Purchase Offer. At the closing, the Seller shall deliver to the purchasers, in exchange for the consideration to be paid for the Offered Interest, an assignment of the Offered Interest in form and content reasonably satisfactory to the Member acquiring the Offered Interest, free and clear of all liens, security interests, conflicting claims and other encumbrances. The purchase price for the Offered Interest shall be deemed to be in complete liquidation and satisfaction of all claims, rights and interests of the Seller and all persons claiming by, through or under the Seller in respect of the Offered Interest, the Company, and any past or present Member, employee, or agent of the Company.

(d) If the Seller's offer is not accepted in its entirety, the Seller may, subject to the provisions of Section 8.01(c) sell all of the Offered Interest to the offerer set forth in the Purchase Offer on or before the ninetieth (90th) day after the date the Offer Notice was given for a price and on terms and conditions no more favorable than those set forth in the Offer Notice. If the Seller does not sell the Offered Interest in accordance with the terms of the preceding sentence, the Offered Interest shall again become subject to all of the terms and conditions of this Article VIII, including this Section 8.06.

8.07 Tag Along Rights. If (i) any Seller proposes to transfer any Offered Interest that is subject to Section 8.06 and (ii) Seller's offer is not accepted in its entirety by the other Members in accordance with Section 8.06(b), then the Seller may transfer the Offered Interest in accordance with Section 8.06(d) provided that it complies with the provisions of this Section 8.07. To the extent not already done so pursuant to Section 8.06(b), the Seller shall give to the other Members and the Company an Offer Notice. The Offer Notice shall be an offer by the Seller to each of the other Members to participate in the sale described in the Offer Notice on the same terms and conditions set forth in the Purchase Offer based on the ratio of each Member's Membership Interest in the Company to the total Offered Interest. Each Member shall have the right to participate in the Seller's proposed transfer by providing written notice to the Seller and the Company prior to the expiration of the Exercise Period. If a Member fails to exercise its right to participate in the proposed transfer in accordance with this Section 8.07, such Member shall have deemed to have consented to the transfer for all purposes under this Company Agreement; provided, that such Member shall have not deemed to have consented to any transfer which violates the provisions of Section 8.01(c).

8.08 Divorce of a Member. If the marital relationship of a Member is terminated by divorce, and pursuant to such divorce or any property settlement in connection therewith, any Membership Interests previously registered in the name of such Member ("Divorced Member") (or any interest therein) are transferred to, retained by or vested in the spouse of the Divorced Member ("Divorced Spouse"), the Divorced Member shall promptly notify the Company of such event. The Divorced Member shall have the option to purchase all or any portion of the Divorced Member's Membership Interests (and the interests therein) transferred to, retained by or vested in the Divorced Spouse by virtue of the divorce decree or property settlement or by operation of the community property or similar marital property laws for an amount equal to the fair market value of the entire

Membership Interest of the Divorced Spouse as determined by the Divorced Member and Divorced Spouse, and the Divorced Spouse shall be obligated to sell such Membership Interests (and interests therein) to the Divorced Member for an amount equal to the fair market value of the entire Membership Interest of the Divorced Spouse. The option must be exercised, and the purchase must be consummated, within sixty (60) days after the Membership Interests (or interest therein) are transferred to, retained by or vested in the Divorced Spouse. The option shall be exercised by the Divorced Member giving written notice of exercise to the Divorced Spouse. Within five (5) days after the expiration of such sixty (60) day period, the Divorced Member shall deliver written notice to the Company as to whether the Divorced Member has purchased all of the Membership Interests (and all interests therein) so transferred to, retained by or vested in the Divorced Spouse. If such notice states that the Divorced Member has not purchased all such Membership Interests (and all interests therein), or if no such notice is delivered to the Company within such five (5) day period, the Divorced Spouse shall be deemed to have made an irrevocable offer to sell all such Membership Interests (and all interests therein) to the Company for an amount equal to the fair market value of the entire Membership Interest of the Divorced Spouse in accordance with the terms set forth in Section 8.06(b), as such fair market value of the Membership Interest owned by the Divorced Spouse (recognizing the transferability restrictions of the Membership Interests and other terms and conditions set forth in this Company Agreement) is determined by a third party appraiser acceptable to the Divorced Spouse and the Managers utilizing a methodology that is acceptable to the Divorced Spouse and the Managers. The costs of such appraisal shall be borne equally by the Divorced Spouse and the Company.

8.09 Death of a Spouse. If the spouse of a Member dies, and all or any portion of the Membership Interests registered in such name of such Member ("Surviving Member") vests in or are transferred to any heir or legatee of the deceased spouse ("Deceased Spouse") other than the Surviving Member, the Surviving Member shall promptly notify the Company of such event. The Surviving Member shall have the option to purchase all of the Membership Interest vesting in or transferred to such heir or legatee for an amount equal to the fair market value of the entire Membership Interest of the Deceased Spouse as determined by the Surviving Member and the legal representatives of the Deceased Spouse, and such heir or legatee and the estate of the Deceased Spouse shall be obligated to sell such Membership Interest to the Surviving Member for an amount equal to the fair market value of the entire Membership Interest of the Deceased Spouse. The option must be exercised, and the purchase must be consummated, within sixty (60) days after the last to occur of (1) the entry of an order of a probate or similar court having jurisdiction over the estate of the Deceased Spouse (a) admitting to probate the will of the Deceased Spouse or (b) determining the heirs of the Deceased Spouse if the Deceased Spouse is determined to have died intestate or (2) the appointment of the executor, administrator or legal representative of the estate of the Deceased Spouse. The option shall be exercised by the Surviving Member giving written notice of exercise to the executor, administrator or legal representative of the Deceased Spouse's estate. Within five (5) days after the expiration of such sixty (60) day period, the Surviving Member shall deliver written notice to the Company as to whether the Surviving Member has purchased all of the Membership Interests vesting in or transferable to any such heir or legatee. If such notice states that the Surviving Member has not purchased all such Membership Interests, or if no such notice is delivered to the Company within such five (5) day period, all such heirs and legatees shall be deemed to have made an irrevocable offer to sell all such Membership Interests to the Company for an amount equal to the fair market value of the entire Membership Interest of the Deceased Spouse (prior to the Member's death) accordance with the terms set forth in Section 8.06(b), as such fair market value of the

Membership Interest owned by the Deceased Spouse (recognizing the transferability restrictions of the Membership Interests and other terms and conditions set forth in this Company Agreement) is determined by a third party appraiser acceptable to the legal representatives of the Deceased Spouse and the Managers utilizing a methodology that is acceptable to the legal representatives of the Deceased Spouse and the Managers. The costs of such appraisal shall be borne equally by the estate of the Deceased Spouse and the Company.

8.10 Purchase by Company. The Company may acquire all or a portion of a Member's Membership Interest, upon such terms, provisions, and conditions as may be agreed upon by the Members holding, in the aggregate, a Majority in Interest.

ARTICLE IX INDEMNIFICATION

9.01 Indemnification Generally.

(a) The Company shall indemnify every Member, Manager or officer who was or is threatened to be named a defendant or respondent in a proceeding because such Member, Manager or officer is or was serving as a Member, Manager or officer, if it is determined in accordance with Section 9.02, that:

(i) the Member, Manager or officer:

(A) acted in good faith;

(B) reasonably believed, in the case of conduct in the Member's, Manager's or officer's official capacity, that the Member's, Manager's or officer's conduct was in the Company's best interests and, in all other cases, that the Member's, Manager's or officer's conduct was at least not opposed to the Company's best interests; and

(C) in the case of any criminal proceeding, had no reasonable cause to believe that the Member's, Manager's or officer's conduct was unlawful.

(ii) with respect to expenses, the amount of expenses other than a judgment is reasonable; and

(iii) it is determined in accordance with Section 9.02 that indemnification should be paid.

(b) A Member, Manager or officer does not fail to meet the standard under Subsection(a)(i) solely because of the termination of a proceeding by:

(i) judgment;

- (ii) order;
- (iii) settlement;
- (iv) conviction; or plea of nolo contendere or its equivalent.

9.02 Method of Determination.

(a) Any indemnification under Section 9.01 (unless ordered by a court of competent jurisdiction) shall be made by the Company only upon a determination that indemnification of the Member, Manager or officer is proper in the circumstances because the Member, Manager or officer has met the applicable standard of conduct. Such determination shall be made by:

(i) a majority vote of the Managers who at the time of the vote are disinterested and independent, regardless of whether the Managers who are disinterested and independent constitute a quorum;

(ii) a majority vote of a committee of the Managers of the Company if the committee:

(A) is designated by a majority vote of the Managers who at the time of the vote are disinterested and independent, regardless of whether the Managers who are disinterested and independent constitute a quorum; and

(B) is composed solely of one or more Managers who are disinterested and independent;

(iii) special legal counsel selected by the Managers of the Company, or selected by a committee of the Managers, by vote in accordance with Subdivision (i) or (ii);

(iv) the Members of the Company in a vote that excludes the ownership or membership interests held by each Manager who is not disinterested and independent; or

(v) a unanimous vote of the Members of the Company.

(b) If special legal counsel determines under Subsection (a)(iii) that a person meets the standard under Section 9.01(a)(i), the special legal counsel shall determine whether the amount of expenses other than a judgment is reasonable under Section 9.01(a)(ii) but may not determine whether indemnification should be paid under Section 9.01(a)(iii). The determination whether indemnification should be paid must be made in a manner specified by Subsections (a)(i), (ii), (iv), or (v).

9.03 Advance of Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by any Member, Manager or officer in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final

disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of such person (and, if required in the reasonable judgment of the Company, security therefor) to repay such amount if it shall be determined that such person is not entitled to be indemnified as authorized in this Article IX.

9.04 Report to Members. Any indemnification of or advancement of expenses to a Member, Manager or officer in accordance with this Article IX shall be reported in writing to the Members of the Company with or before the notice or waiver of notice of the next Members' meeting or with or before the next submission to Members of a consent to action without a meeting and, in any case, within the twelve-month period immediately following the date of the indemnification or advance.

9.05 Insurance. The Company may purchase and maintain insurance, at the Company's expense, to protect the Company and any person who is or was serving as a Member, Manager, officer, employee or agent of the Company or is or was serving at the request of the Company as a Member, Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under this Article IX.

9.06 Savings Clause. The indemnification provided by this Article IX shall be subject to all valid and applicable laws, including, without limitation, the TBOC, and, in the event this Article IX or any provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article IX shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

ARTICLE X TERMINATION

10.01 Termination.

(a) The Company shall be terminated upon the first of the following to occur:

(i) Upon the election to terminate the Company by a Majority in Interest of the Members; or

(ii) The entry of a decree of judicial termination under Section 11.314 of the TBOC.

(b) Upon termination of the Company, the business and affairs of the Company shall terminate, and the assets of the Company shall be liquidated under this Article X.

(c) Termination of the Company shall be effective as of the day on which the event occurs giving rise to the termination, but the Company shall not terminate until there has been a winding up of the Company's business and affairs, and the assets of the Company have been distributed as provided in Section 10.02.

(d) Upon termination of the Company, the Managers may cause any part or all of the assets of the Company to be sold in such manner as the Managers shall determine in an effort to obtain the best prices for such assets; provided, however, that the Managers may distribute assets of the Company in kind to the Members to the extent practicable.

10.02 Distribution of Assets Upon Termination. In settling accounts after termination, the assets of the Company shall be paid in the following order:

(a) First, to creditors, in the order of priority as provided by law, except those to Members of the Company on account of their Capital Contributions;

(b) Second, an amount equal to the then remaining credit balances in the Capital Accounts of the Members shall be distributed to the Members in proportion to the amount of such balances; and

(c) Third, any remainder shall be distributed to the Members of the Company, pro rata, in accordance with each Member's respective Membership Interest.

10.03 Distributions in Kind. If any assets of the Company are distributed in kind, such assets shall be distributed to the Members entitled thereto as tenants-in-common in the same proportions as the Members would have been entitled to cash distributions if such property had been sold for cash and the net proceeds thereof distributed to the Members. In the event that distributions in kind are made to the Members upon termination and liquidation of the Company, all Capital Account balances of such Members shall be adjusted to reflect the Members' allocable share of gain or loss which would have resulted if the distributed property had been sold at its fair market value.

10.04 Certificate of Termination. When all liabilities and obligations of the Company have been paid or discharged, or adequate provision has been made therefore, and all of the remaining property and assets of the Company have been distributed to the Members according to each Member's respective rights and interests, a Certificate of Termination shall be executed on behalf of the Company by the Managers or an authorized Member and shall be filed with the Secretary of State of Texas, and the Managers and Members shall execute, acknowledge, and file any and all other instruments necessary or appropriate to reflect the winding up and termination of the Company.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.01 Notices. All notices given with respect to this Company Agreement shall be in writing, addressed to the Member at the address specified on Schedule "A", or such other address as shall be specified by written notice delivered to the Company, and shall be deemed to have been properly given or served for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, then on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S.

Mail, or (v) by electronic message, then on the actual date transmitted to an electronic message address provided by the Member.

11.02 Covenants of Spouses of Members. Each spouse of each Member covenants and agrees to deliver any further instruments of transfer and take all reasonable action as may be necessary or appropriate to vest such Member's Membership Interest in the Company necessary to establish and protect the rights created in favor of the parties hereunder. Each spouse of such Member acknowledges that a refusal by such spouse to consummate the transactions or adhere to the provisions contemplated hereby will cause irreparable harm to the Members and the Company, for which there may be no adequate remedy at law and for which the ascertainment of damages would be difficult. Therefore, the Member and Company shall be entitled, and without having to prove the inadequacy of, other remedies at law, to specific performance of this Company Agreement, as well as injunctive relief (without being required to post bond or other security).

11.03 Application of Texas Law. This Company Agreement and the application or interpretation hereof, shall be governed exclusively by the laws of the State of Texas (without reference to its conflicts of laws), and specifically, the TBOC.

11.04 No Action for Partition. No Member shall have any right to maintain any action for partition with respect to the property of the Company.

11.05 Headings and Sections. The headings in this Company Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Company Agreement or any provision hereof.

11.06 Amendment of Certificate of Formation and Company Agreement. Except as otherwise expressly set forth in this Company Agreement, the Certificate of Formation and the TBOC, this Company Agreement may be amended, supplemented, or restated only upon the written consent of a Majority in Interest of the Members. Notwithstanding the foregoing, the Managers may, without notice to or consent of, the Members, amend any provisions of this Company Agreement to reflect: (i) a change in the name or location of the principal place of business of the Company; (ii) a change in the name or address of a Member or permitted transferee; or (iii) a correction of any typographical error or omission in the Company Agreement. The Members agree that any person or entity admitted as a Member pursuant Article VIII shall be required to execute a joinder to this Company Agreement to evidence its agreement to be bound by the terms and conditions of this Company Agreement. The admission of such a person or entity shall not require the Members who are already bound by the terms of the Company Agreement to re-execute additional copies of this Company Agreement or any such joinder.

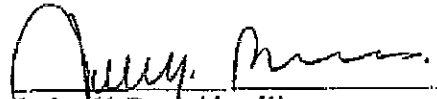
11.07 Numbers and Gender. Where the context so indicates, the masculine shall include feminine and neuter, and the neuter shall include the masculine and feminine, the singular shall include the plural and vice versa, and any reference to a "person" shall mean a natural person or a corporation, limited liability company, association, partnership, joint venture, estate, trust, or any other entity.

11.08 Binding Effect. Except as herein otherwise provided to the contrary, this Company Agreement shall be binding upon and inure to the benefit of the Members, their distributees, heirs, legal representatives, executors, administrators, successors, and assigns.

11.09 Counterparts. This Company Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and shall be binding upon the Member who executed the same, but all of such counterparts shall constitute the same Company Agreement.

IN WITNESS WHEREOF, the undersigned, as Manager of the Company, has caused this Company Agreement to be duly adopted by the Company, effective as of this 7th day of November, 2008.

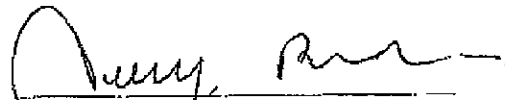
MANAGER:



Carlos Y. Benavides, III

The undersigned, being the sole Member of the Company, does hereby ratify, confirm and approve the adoption of this Company Agreement as the Company Agreement of the Company, and does hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Company Agreement, effective as of this 7th day of November, 2008.

MEMBER:



Carlos Y. Benavides, III

SCHEDULE "A"

**DELIVERANCE POKER, LLC
MEMBERS**

<u>Name</u>	<u>Initial Capital Contribution</u>	<u>Membership Interest</u>
Carlos Y. Benavides, III Address: 1116 Calle del Norte Laredo, Texas 78041	\$1,000.00	100%

PROMOTIONAL REPRESENTATION AGREEMENT

This PROMOTIONAL REPRESENTATIVE AGREEMENT (this "Agreement") is by and between Deliverance Poker, LLC, a Texas limited liability company ("Deliverance"), and Michael Mizrahi (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 Mizrachi, Eric Mizrachi and Daniel Mizrachi 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.pander1stact@yahoo.com

Witness Luciano Pellegrino
[Signature]
7/12/09
1555 E. Flamingo Rd
Suite 108
Las Vegas, NV 89109