

# **EXHIBIT A**

## PROMOTIONAL AGREEMENT

This Promotional and Entertainment Agreement ("Agreement") is made and entered into by and between **BELLATOR SPORT WORLDWIDE, LLC**, a Delaware Limited Liability Company, and Company with offices at 5000 Birch Street/Suite 7100, Newport Beach, CA 92660 ("PROMOTER") and Quinton "Rampage" Jackson ("FIGHTER").

### RECITALS

**WHEREAS PROMOTER** is in the business, inter alia, of promoting Mixed Martial Arts ("MMA") events and desires to enter into an agreement with **FIGHTER** to be the exclusive Promoter of **FIGHTER**'s future bouts on the terms set forth herein.

**WHEREAS FIGHTER** is a professional MMA fighter who desires to enter into this AGREEMENT with **PROMOTER** for **PROMOTER** to be **FIGHTER**'s exclusive promoter, to engage in the other sports and entertainment opportunities offered to **FIGHTER** herein, and is willing to grant the ancillary rights herein.

**THEREFORE**, in consideration of the foregoing, the agreements and mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein by this reference.

**2. GRANT OF PROMOTIONAL RIGHTS**

Subject to the terms and conditions set forth below, **FIGHTER** hereby grants to **PROMOTER** the exclusive unrestricted worldwide rights to secure, promote, arrange, present, coordinate, create and produce all MMA, martial arts, and unarmed combatant contests (individually, a "Bout" and collectively, the "Bouts") to be engaged in by **FIGHTER** during the Term of this Agreement ("Promotional Rights").

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Promotional Agreement  
Bellator Sport Worldwide, LLC  
Quinton "Rampage" Jackson  
Date: May 23, 2013 - 5:00 p.m.

FIGHTER'S INITIALS

3. SIGNING BONUS

Upon FIGHTER's returning an executed copy of the Promotional Agreement to PROMOTER, PROMOTER shall purchase for FIGHTER a 2013 Tesla Sport automobile ("Signing Bonus").

4. PAY-PER-VIEW AND GATE BONUS

A) In addition to the purse payments as well as other payments and entertainment opportunities set forth herein, for Events in which FIGHTER participates, PROMOTER shall pay to FIGHTER the following:

i. Pay-Per-View ("PPV") Bonus: FIGHTER shall receive Four Dollars (\$4.00) for each pay-per-view ("PPV") buy above 190,000 buys for any event telecast live in which FIGHTER participates.

1. The term "pay-per-view buys" as used in this Agreement shall mean a live television exhibition or a delayed television or internet exhibition of the Bout, for which the price to the subscriber exceeds Thirty-Five Dollars (\$35.00) if in the United States PPV Territory ("US PPV Territory") and the equivalent of at least Thirty Dollars (\$30.00) (U.S.) if in any other Territory in the world ("International PPV Territory"), ordered on a per event basis by a subscriber, for reception on a non-commercial basis, including, without limitation, in a home, hotel or motel guest room, or other dwelling unit over facilities of a cable television system (CATV), a multipoint distribution system (MDS), a subscription television system (STV), a satellite master antenna television system (SMATV), by direct broadcast by satellite (DBS), by direct telecast satellite to receive only

satellite antennas (TVRO), by telephone line or other video transmission system or by any form of transactional cable or video-on-demand. The "U.S. PPV Territory" shall be the 50 states of the United States, the District of Columbia, Puerto Rico, and Canada. The "International PPV Territory" shall be everywhere else in the world excluding the US PPV Territory.

2. PROMOTER shall deliver to FIGHTER, promptly following PROMOTER'S receipt from its pay-per-view distributors and licensees that telecast the Bout in the PPV Territory, a copy of a summary report of pay-per-view buys in the PPV Territory, which PROMOTER receives from distributors. Each such report shall be accompanied by any additional payment to FIGHTER of any amount which such report indicates is then due to FIGHTER pursuant to this section. The final number of pay-per-view buys as reported to PROMOTER by PROMOTER'S pay-per-view distributors and licensees for the Bout shall be binding upon PROMOTER and FIGHTER with respect to the calculation of the PPV Payment to FIGHTER pursuant to this Agreement.

ii. Gate/Site Bonus: FIGHTER shall receive Thirty Percent (30%) "Net Gate Receipts" or "Net Site Receipts" actually received by PROMOTER above Four Hundred Thousand Dollars (\$400,000.00 USD) in Net Gate Receipts or Net Site Receipts for any event in which FIGHTER participates.

1. "Net Gate Receipts" shall be defined as gross receipts from ticket sales for the event received by PROMOTER, less the following expenses only:

- a. The cost of rent for the venue facility
- b. Any direct and verifiable facility fees charged to PROMOTER,
- c. Credit card charge fees and chargebacks charged to PROMOTER,
- d. Local advertising for the event which is verifiable through invoices from radio, print and/or television groups in market,
- e. Ticket fees charged to PROMOTER, and,
- f. Local or State taxes on ticket sales for the event.
- g. Setup charges directly attributable to the site (excluding television production setup charges).

2. "Net Site Receipts" shall be defined as any license fees paid by a venue and received by PROMOTER as remuneration for staging the event, less the following expenses only:

- a. Any direct and verifiable facility fees charged to PROMOTER,
- b. Credit card charge fees and chargebacks charged to PROMOTER,
- c. Local advertising for the event which is verifiable through invoices from radio, print and/or television groups in market,
- d. Ticket fees charged to PROMOTER, and,

- e. Local or State taxes on ticket sales for the event.
- f. Setup charges directly attributable to the site (excluding television production setup charges).

5. **COMPENSATION FOR BOUTS**

FIGHTER's compensation in all Bouts will be determined as follows:

- A) For FIGHTER's first (1st) Pay-Per-View bout, FIGHTER shall be paid:
  - a. A Guaranteed Purse of Two Hundred Thousand Dollars (\$200,000.00 USD);
  - b. Any applicable Pay-Per-View Bonus, as set forth above in Paragraph 4(A)(i);
  - c. Any applicable Net Gate Receipt or Net Site Receipt bonus, as set forth above in Paragraph 4(A)(ii).
- B) For FIGHTER's second (2nd) Pay-Per-View bout, FIGHTER shall be paid:
  - a. A Guaranteed Purse of Three Hundred Thousand Dollars (\$300,000.00 USD);
  - b. Any applicable Pay-Per-View Bonus, as set forth above in Paragraph 4(A)(i);
  - c. Any applicable Net Gate Receipt or Net Site Receipt bonus, as set forth above in Paragraph 4(A)(ii).
- C) For FIGHTER's third (3rd) Pay-Per-View bout, FIGHTER shall be paid:
  - a. A Guaranteed Purse of Three Hundred Fifty Thousand Dollars (\$350,000.00 USD);
  - b. Any applicable Pay-Per-View Bonus, as set forth above in Paragraph 4(A)(i);
  - c. Any applicable Net Gate Receipt or Net Site Receipt bonus, as set forth above in Paragraph 4(A)(ii).
- D) For FIGHTER's fourth (4th) Pay-Per-View bout, FIGHTER shall be paid:
  - a. A Guaranteed Purse of Four Hundred Thousand Dollars (\$400,000.00 USD);
  - b. Any applicable Pay-Per-View Bonus, as set forth above in Paragraph 4(A)(i);

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- c. Any applicable Net Gate Receipt or Net Site Receipt bonus, as set forth above in Paragraph 4(A)(ii).
- E)* For FIGHTER's fifth (5th) Pay-Per-View bout, , FIGHTER shall be paid:
- a. A Guaranteed Purse of Four Hundred Fifty Thousand Dollars (\$450,000.00 USD);
  - b. Any applicable Pay-Per-View Bonus, as set forth above in Paragraph 4(A)(i);
  - c. Any applicable Net Gate Receipt or Net Site Receipt bonus, as set forth above in Paragraph 4(A)(ii).
- F)* At any time during the Term, PROMOTER may elect, at its sole discretion, to replace one (1) of the Pay-Per-View bouts referred to above in paragraphs 5(A)-(E) with a bout to be instead broadcast on Spike TV.
- a. For said Spike TV bout shall be paid One Hundred Seventy-Five Thousand Dollars (\$175,000.00) in full and final consideration for his participation in the bout, provided , however, that approval of opponent, site and date of the Spike T.V. bout shall be subject to good faith negotiations by the parties and provided, further, that there must be agreement on these matters.
- G)* If PROMOTER elects, at its sole discretion, to convert FIGHTER's second (2nd) Pay-Per-View bout into a boxing bout (in lieu of an MMA bout) and said boxing bout is against opponent Roy Jones, Jr., FIGHTER's full compensation for this event shall be One Third (33.3 %) of the net profits generated by the event, as defined in the terms and conditions of a separate agreement amongst the participating parties that shall govern and control this event and this event only.

- H) FIGHTER's compensation for all bouts during the Term shall be deemed to include compensation for any and all promotion of the bouts, including, but not limited to, media shoots, feature interviews, in-person promotional appearances, and the like.

6. **REALITY EPISODES**

- A) In calendar year 2013, PROMOTER and Spike TV shall produce, promote, and broadcast four (4) reality-based television program episodes featuring and focusing on FIGHTER (the "Reality Episodes").
- B) In full consideration for FIGHTER's participation in the Reality Episodes, including, but not limited to, any pre-production or post-production work related to the Reality Episodes, FIGHTER shall be paid a sum of Thirty Five Thousand Dollars (\$35,000.00) per Reality Episode that is broadcast on Spike TV.
- C) Taking into account the production, ratings, and audience response to the Reality Episodes, PROMOTER, FIGHTER, and Spike TV may collectively decide to, in good faith negotiate to produce a multiple-episode reality-based television program series to begin production in calendar year 2014.

7. **FEATURE FILM OPPORTUNITIES**

- A) PROMOTER and Spike TV shall retain and pay the costs /fees of a screenwriter to work directly with FIGHTER to develop, craft and finalize a treatment and subsequently script for a potential feature film project or projects focused on FIGHTER, pursuant to the following process:
- i. PROMOTER and/or Spike will provide at least three (3) potential screenplay writers to be interviewed by FIGHTER within ninety (90) days of signing of this Agreement, from which FIGHTER will select one.



- ii. The screenwriter chosen will thereupon work with FIGHTER until such time as a treatment, two (2) drafts and a polish will be created by the Writer for FIGHTER.
- B) PROMOTER and Spike TV have secured and will continue to secure direct access to and communication with Paramount Pictures for the express purpose of attempting to develop film opportunities for FIGHTER with Paramount.
- C) Once the polish is completed, said the screenplay and/or treatment shall be presented to Paramount Pictures executives for their evaluation and analysis for potential development.

8. TNA/IMPACT WRESTLING

- A) FIGHTER has accepted the terms of an offer to contract with TNT/Impact Wrestling and shall enter into an Agreement with TNA/Impact Wrestling for his participation in their events as a professional wrestler.
- B) PROMOTER and TNA/Impact will collaborate to build FIGHTER's career, brand, and profile as a professional wrestler, including training FIGHTER for participation in professional wrestling events.
- C) The terms and conditions of FIGHTER's agreement with TNA/Impact shall govern and control his participation in all TNA/Impact Wrestling events, training, promotions, and programming.

9. OTHER PROMOTIONAL OPPORTUNITIES

- A) FIGHTER shall make a Red Carpet appearance as a special guest of MTV at the MTV Video Music Awards taking place at Barclay's Center in Brooklyn, New York on Sunday, August 25, 2013.

- B) PROMOTER and Spike shall arrange for FIGHTER to meet with MTV executives within thirty (30) days of the MTV Awards, to discuss opportunities for FIGHTER in the music industry with and through MTV. PROMOTER can make no warranties, representations, or guarantees related to the success of these meetings or the results of such meetings. Should said meetings be postponed for any reason, the parties shall make reasonable efforts to reschedule the meetings.

**10. PUBLIC RELATIONS CAMPAIGN**

PROMOTER and Spike TV's public relations team shall create, develop and endeavor to pitch stories about FIGHTER to media outlets both in the domestic United States and abroad in a continuing and ongoing effort to build FIGHTER's reputation, name, and brand worldwide.

**11. GRANT OF ANCILLARY RIGHTS**

Subject to the terms and conditions set forth below, FIGHTER hereby grants to PROMOTER the exclusive, unrestricted, and irrevocable worldwide rights in perpetuity to the following ancillary rights ("Ancillary Rights"):

- A) The right to stage all Bouts, sell tickets of admission to all Bouts, to broadcast, telecast, photograph, record or otherwise reproduce all Bouts, the events immediately before and after all Bouts and between the rounds and events attendant to Bouts in any and all media now known or hereafter devised in or by any manner, method or device (now known or hereafter devised) including, but not limited to, the unlimited and unrestricted rights to telecast all bouts by means of live or closed circuit television, paid, cable, subscription or toll television, films and tapes for exhibition in any and all media, whether the theatrical exhibition or for sale, lease or license for home use, including audio and audiovisual cassettes and discs, and the unlimited right to deal with any or all of the foregoing, and to

obtain copyright or similar protection where available in the name of the PROMOTER or PROMOTER's nominee, all in such manner as the PROMOTER in its sole discretion shall determine.

B) The perpetual right to exploit and use to the fullest extent possible any and all content data, and information and any and all property rights and intellectual property rights prepared, conceived, developed, manifested in tangible or intangible form, or created by and through this Agreement with FIGHTER as well as any and all other property rights associated with PROMOTER, its events or affiliates, which shall include the unrestricted and perpetual right to fully exploit, use, profit, disseminate, display, reproduce, print, publish, edit, and make any other uses of FIGHTER's names, images, likenesses, sobriquets, voices personas, signatures, biographical materials, photographs and/or any and all information relating thereto ("Identity") including all persons associated or affiliated with FIGHTER such as FIGHTER's trainers and seconds, for the purpose of advertising and/or promoting and/or exploiting PROMOTER's or its licensees' events and brand. Said rights shall include, but are not limited to the following:

- a. On a non-exclusive basis PROMOTER shall be entitled to develop, manufacture, distribute, market, and/or sell in perpetuity any and all interactive devices, electronic devices, home video and computer games, arcade video games, hand held versions of video games, video slot machines, CD-ROMS, DVD's, Internet applications, wireless, video and audio cassettes and disks, photographs, books, souvenirs, comics, games, and any and all other similar type products, now known or hereafter to become known, which contain FIGHTER's identity. Such use shall include the sleeves, jackets and packaging for such products.
- b. As related to FIGHTER's purpose and relationship with PROMOTER including but not limited to the promotion of FIGHTER's fights under the Agreement,

PROMOTER, PROMOTER's brand, bouts, events, pre-bout events, and/or post-bout events, in addition to the rights granted in Subsection C above, PROMOTER may manufacture, distribute or sell items or goods which contains FIGHTER's identity, including but not be limited to, souvenir programs, sponsorships, commercial and merchandising tie-ins, advertisements, banners, buttons, posters, clothing, apparel, photographs, and similar type items or goods.

- c. The right to assign, lease, license, sublease, transfer, use or otherwise dispose of any and all of the rights granted herein and the results of the exercise thereof, and to authorize, license and grant the right to exercise any or all of the foregoing rights to any person, firm or corporation.
- d. The right to do all things necessary for the full and complete use, exploitation and exercise of the rights granted herein, including the right to promote and exploit all rights granted hereunder and the results of the exercise thereof, and the right to negotiate, enter into and perform any and all agreements relating to the rights granted herein for the proper production and promotion of radio and television advertisements, publicity, broadcasts relating to PROMOTER, the Bouts, the pre-Bout events, and/or the post-Bout events.
- e. The right to all rights, title and interest in and to any and all recordings, including but not limited to, television, radio, Internet, wireless and motion picture films, and the video and audio cassettes of, or based upon PROMOTER's brand, the Bouts, the pre-Bout events and post-Bout events, and the right secure in PROMOTER's name (or that of its nominee) copyright and other protection to the fullest extent available.

- f. The non-exclusive right, provided Fighter possesses such right or can reasonably obtain such right, to use the recording, video or audio clip of any prior bout content of FIGHTER, including a bout held by another promoter, for the purpose of publicizing a Bout, which clip shall be provided to PROMOTER upon request.
- g. The non-exclusive right to register FIGHTER as one or more domain names for use on the World Wide Web as related to PROMOTER's events and promotions and the right to utilize and own such domain names during the Term and without restriction, in whatever way PROMOTER selects. Notwithstanding the foregoing, PROMOTER is under no obligation to register FIGHTER or to in any way use such domain names. For illustrative purposes only, this could include "FIGHTERvsFighter.com."
- h. For the purposes of (1) promoting fighting events and athletic competitions; (2) broadcasting sports and entertainment programs by means of television, radio, cable television, satellite and other wire and wireless forms of transmission; (3) producing and distributing sports and entertainment programs by means of television, cable television, satellite, via a global information network, pay-per-view exhibition, closed circuit exhibition, and in other live formats; and production of electronic reproductions featuring sports and entertainment programs; (4) merchandise tie-ins and souvenir items; (5) exploitation of all other rights granted to PROMOTER herein, Promoter shall have the right, for these express purposes and no others to register as a trademark with the United States Patent and Trademark Office ("USPTO") FIGHTER's name, stage name, Identity, or any other feature of FIGHTER which may be trademarked.

- i. The right to all event income, revenue or fees which shall include, but are not limited to, venue fees, live event gate receipts, event fees, event income, advertising fees, and sponsorship fees. The right to exploit all forms of radio, television, and electronic media, which may be live, in real time, or delayed transmission and shown displayed via interactive means; in home or theater, pay-per-view, satellite, closed circuit, cable, subscription, antenna, internet, or any other means of transferring such information or data, as well as via telephone, wireless means, cellular phones, computer, CDs, CDROM, DVD, any and all internet applications, film, and tape for exhibition in any and all media formats and the right to all income, fees or revenue generated therefrom.
- j. However, notwithstanding the above, PROMOTER hereby licenses to FIGHTER up to twenty (20) seconds of any of his bouts promoted under this contract for utilization in connection with FIGHTER's sponsorship, provided that PROMOTER retain approval over the sponsor for which the bout segment is to be used and final cut approval. Further PROMOTER grants one minute and twenty seconds of any bout promoted hereunder to FIGHTER for biographical purposes, with PROMOTER's right of approval over the final cuts. All approvals must be given in writing and this grant of right does not include the use of the announcing team.

## **12. PROMOTION OF BOUTS**

A) Each Bout shall be a MMA contest between FIGHTER and an opponent designated by PROMOTER, unless otherwise specified in this Agreement. FIGHTER shall abide by all rules set forth by PROMOTER with regards to any MMA Bout provided such rules are not inconsistent with the rules and regulations of the athletic commission or regulatory body having jurisdiction over the Bout

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Promotional Agreement  
Bellator Sport Worldwide, LLC  
Quinton "Rampage" Jackson  
Date: May 23, 2013 – 5:00 p.m.

FIGHTER'S INITIALS

("Commission"). FIGHTER and PROMOTER shall comply with and be bound by the rules and regulations of the applicable Commission.

B) PROMOTER shall promote and FIGHTER shall participate in the Bouts set forth elsewhere in the Term this Agreement. PROMOTER may secure, promote, arrange, present, coordinate, create and produce Bouts in any manner PROMOTER chooses, including the use of Tournament formats, individual bouts, or any other structure PROMOTER desires, and FIGHTER shall not unreasonably refuse to participate in offered bouts.

C) PROMOTER shall be deemed to have complied with its obligations to promote any Bout if PROMOTER shall have made an offer to FIGHTER to promote a Bout in accordance with the provisions hereof and FIGHTER shall have refused to participate. Under such circumstances, however, such refused offer shall not count toward the amount of bouts FIGHTER is obligated to participate in, as set forth in the Term of this Agreement. If a Bout is canceled or postponed for any reason beyond the reasonable control of PROMOTER, the failure of such Bout to take place shall not be deemed non-performance by PROMOTER and PROMOTER shall not be liable for any FIGHTER's purse associated therewith.

D) All Bouts shall be on dates and at sites to be designated by PROMOTER, in its sole and absolute discretion. If any Bout is postponed for any reason the Bout agreement applicable to such bout shall determine the rights of the parties and in addition thereto, the Term shall be extended, at PROMOTER's sole election, by a number of days equal to the number of days between the date originally scheduled for the Bout and the date on which the rescheduled Bout occurs. PROMOTER will use best commercially reasonable efforts to reschedule the bout to within six (6) months of the original date, subject to availability of FIGHTER.

E) During the Term, PROMOTER shall have the exclusive right to promote all of FIGHTER's bouts and Fighter shall not participate in or render his services as a professional fighter or in any other capacity to any MMA, boxing, martial art, professional wrestling, or any other combat sport competition or exhibition, except as otherwise expressly permitted by PROMOTER in writing.

**13. FIGHTER'S COOPERATION**

A) FIGHTER shall cooperate and assist in the advertising, publicity, and promotion of (i) the Bouts, (ii) any and all rebroadcast of the Bouts in any media whatsoever, (iii) other bouts of PROMOTER, (iv) other events and broadcasts by PROMOTER, and (v) the sale of merchandise; and (vi) the Bellator brand and any other exploitation by PROMOTER resulting from the grant of Promotional Rights and Ancillary Rights. FIGHTER's cooperation and assistance shall include but not be limited to making appearances at such press conferences as requested, interviews as requested, appearances as requested, and other sponsorship and promotional activities (any of which may be telecast, broadcast, recorded and/or filmed) as PROMOTER may designate, without additional compensation therefore. In addition, FIGHTER shall fully cooperate with any and all requests made by any of PROMOTER's television, cable network, and Pay-Per-View partners with respect to any assistance, press conferences, interviews, appearances or other activities they may request in order to promote FIGHTER, a Bout, the Bouts, PROMOTER, PROMOTER's brand, or any other bout or series of bouts. For such promotional activities, PROMOTER will arrange and pay for FIGHTER's reasonable travel and hotel accommodations and reasonable per diem for FIGHTER for expenses. FIGHTER shall not appear at MMA shows promoted by any competitor of Bellator and shall not participate in any function hosted by any competitor of Bellator without prior written permission.



B) FIGHTER agrees to remain in competitive condition during the term of this Agreement and will take no action which could cause his suspension or otherwise prevent him from competing.

**14. TERM**

A) The duration of the Promotional Rights ("Term") shall commence on the "Effective Date" defined as the date this contract is entered into and end on the later of: (i) the date on which FIGHTER has participated in Five (5) Bouts promoted by PROMOTER under this Agreement; or (ii) Twenty-Four months after the Effective Date of this Agreement ("Termination Date"), unless terminated sooner or extended further by PROMOTER pursuant to the provisions of this Agreement.

B) PROMOTER shall not be deemed in default of this Agreement to the extent that performance of its obligations are delayed or prevented by reason of any act of God, fire, natural disaster, war, riots, strike or labor difficulties, terrorism, power failure or other acts constituting force majeure or any governmental or Commission enactment, determination or action, regulation or order.

C) The termination of this Agreement or the expiration of the Term shall not serve to affect or terminate the Ancillary Rights granted under this Agreement, as they shall survive any such termination, expiration or acceleration and this Agreement shall remain in full force and effect with respect thereto.

**15. INJURY, DISABILITY, POSTPONEMENT OR RETIREMENT**

A) Should any Bout be postponed or unable to be scheduled due to injury, disability, illness, retirement, incarceration, loss of travel authorization or inability to obtain same, suspension by a Commission, positive drug test, unwillingness to compete, or any other similar reason, of either FIGHTER or FIGHTER's opponent, the

obligation of PROMOTER relating to the bouts, timing of the bouts, required offers of bouts and the Term of this Agreement shall automatically be extended by the period of time necessary to reschedule the postponed Bout (if a Bout was scheduled) or, if no bout was scheduled, the time necessary for FIGHTER to be able to participate in bouts for a bout to be thereafter scheduled and held. Subject to the availability of the FIGHTER, PROMOTER will use best commercially reasonable efforts to reschedule any postponed bout to within six (6) months and the parties agree to keep each other informed as to status of recovery, of availability of venue, availability of pay-per-view dates, and availability of potential opponents.

B) If at any time during the Term, FIGHTER decides to retire, PROMOTER may, at its election, suspend the Term for the full and entire period of such retirement, regardless of its length.

C) If any Bout cannot be held as scheduled or conducted in the manner intended for any reason whatsoever, including the withdrawal of an opponent, cancellation of the main event or cancellation of a telecast (but not including reasons relating to FIGHTER's inability or unwillingness to compete), PROMOTER may, in its sole discretion, (i) substitute another opponent, (ii) cancel the Bout or (iii) reschedule the Bout. In the event PROMOTER cancels or reschedules the Bout, PROMOTER shall have no obligation or liability to FIGHTER whatsoever in connection therewith, including any obligation to pay fight purses, and the respective lengths of time to provide FIGHTER with the number of Bouts set forth in the Term of this Agreement shall be extended by the period of time necessary to reschedule the Bout.

D) In the event that any Bout is postponed or cannot be held due to the actions of FIGHTER, in addition to any other rights that PROMOTER may have, PROMOTER may extend the Term of this

Agreement and any provision thereof by, (i) the period of any delay caused by FIGHTER or (ii) for a period of six (6) months, whichever is greater.

E) In the event that FIGHTER breaches any term of this Agreement, or provides any false representation or warranty, PROMOTER may extend the Term of this Agreement and any provision thereof by, (i) the period of time necessary to correct or cure any breach or inaccuracy of any warranty or (ii) for a period of six (6) months, whichever is greater.

**16. NOTIFICATION OF IMPAIRMENT/INJURY**

In the event that FIGHTER suffers any injury or impairment of any nature which could prevent him from engaging in a bout or which could impact negatively on his ability to be licensed he or, in the event that he is incapacitated, or unable to participate for any reason, his authorized representative will notify PROMOTER immediately in writing and supply any medical reports related thereto. FIGHTER must notify PROMOTER in writing when he believes his incapacity is at an end. At the end of the term of incapacity, FIGHTER shall provide such written clearances (i.e., physicians' reports) as may be required by PROMOTER and any applicable Commission.

**17. FORM BOUT CONTRACT**

For each Bout hereunder FIGHTER shall execute and comply with a standard form of Commission bout agreement whenever and wherever required where no Commission form agreement exists, FIGHTER will execute a standard form Bellator bout contract. In the event there is any inconsistency between the terms and conditions contained herein and such bout agreement, the provisions contained herein shall supersede and prevail to the extent permitted by law unless the parties otherwise so indicate in writing.

**18. TRANSPORTATION, ROOM, BOARD**

For each bout hereunder, PROMOTER shall provide, at PROMOTER's cost, One (1) First Class and Two (2) coach round trip air transportation tickets from FIGHTER'S home to the city in the U.S. where the fight will occur, as well as Three (3) hotel room and meals for up to Three (3) persons and training facilities at such sites for up to Five (5) days prior to each bout. Once departure dates, times and locations are set with reasonable consultation with FIGHTER, any deviation by FIGHTER will be at his expense. For any press events where FIGHTER's attendance is requested by PROMOTER, FIGHTER will be provided, by PROMOTER with one (1) First Class and one (1) coach class roundtrip air ticket and two (2) hotel rooms.

**19. MERCHANDISING RIGHTS**

PROMOTER and FIGHTER agree that they will negotiate in good faith for licensing rights to FIGHTER if and when PROMOTER creates a licensed merchandise program ("Merchandise Program"). For the avoidance of doubt, FIGHTER shall retain his own merchandising rights. However, PROMOTER shall have the right to use FIGHTER's name and likeness for bout specific merchandise (for example, merchandise with the name/likeness of both FIGHTER and his opponent) and for PROMOTER's promotional merchandise (for example, merchandise with FIGHTER's name/likeness coupled with names and/or likenesses of other fighters).

**20. FIGHTER'S REPRESENTATIONS AND WARRANTIES**

FIGHTER represents, warrants and agrees that:

A) FIGHTER shall conduct himself in accordance with commonly accepted standards of decency, social conventions and morals, and FIGHTER will not commit any act or become involved in any situation or occurrence or make any statement which will reflect negatively upon or bring disrepute, contempt, scandal, ridicule, or disdain to FIGHTER, PROMOTER, or any of PROMOTER's officers, managers, members, employees, or agents.

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Promotional Agreement  
Bellator Sport Worldwide, LLC  
Quinton "Rampage" Jackson  
Date: May 23, 2013 - 5:00 p.m.

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B) FIGHTER's conduct shall not be such as to shock, insult or offend the public or any organized group therein, or reflect unfavorably upon any current or proposed sponsor or such sponsor's advertising agency, or any network or station over which a Bout is to be broadcast.

C) FIGHTER shall not authorize or be involved with any advertising material or publicity materials that contain language or material which is generally considered to be obscene, libelous, slanderous or defamatory.

D) FIGHTER shall compete in each Bout to the best of FIGHTER's ability.

E) FIGHTER is free to enter into this Agreement and has not heretofore entered into and will not during the term hereof enter into any contract, option, agreement or understanding, whether oral or written, which might interfere with the provisions hereof or the grant of rights contained herein or which would or could interfere with the full and complete performance by FIGHTER of obligations hereunder or the free and unimpaired exercise by PROMOTER of the rights herein granted to it.

F) FIGHTER has no outstanding promotional contracts or claims of promotional obligations.

G) There are no claims, arbitrations, mediations, litigations, or outstanding child support obligations, pending or threatened affecting FIGHTER which or might interfere with the full and complete exercise or enjoyment by PROMOTER of any rights granted hereunder, and FIGHTER will take no action or fail to take any action which would or might interfere with the exercise of rights granted herein;

H) FIGHTER is in good physical and mental health and will do nothing to potentially impair his health including but not limited to the use of any illegal, prohibited, controlled or banned substances. FIGHTER shall be deemed in violation of this Agreement if FIGHTER tests positive, as defined by the Commission regulating any Bout, for any illegal, prohibited, controlled or banned substance as part of a

pre-Bout or post-Bout test. For assistance regarding prohibited substances FIGHTER should feel free to consult the WADA banned list at:

[http://www.wada-ama.org/Documents/World\\_Anti-Doping\\_Program/WADP-Prohibited-list/2012/WADA\\_Prohibited\\_List\\_2012\\_EN.pdf](http://www.wada-ama.org/Documents/World_Anti-Doping_Program/WADP-Prohibited-list/2012/WADA_Prohibited_List_2012_EN.pdf), (and/or any subsequent iterations thereof).

I) FIGHTER will not engage in any abnormally dangerous activity and will not engage in any illegal activity or any activity which would reasonably be anticipated to bring either FIGHTER or PROMOTER into disrepute.

J) FIGHTER will not engage in any combat sports without the express written approval of PROMOTER, including any and all martial arts, boxing, kickboxing, wrestling, or MMA (except as necessary for training activities).

K) FIGHTER shall be solely responsible for obtaining all necessary documentation, including any work visas. FIGHTER shall also comply with any applicable Commission rule, regulation or enactment and shall maintain, at his sole expense, any licenses required to participate in any Bout.

L) FIGHTER is entering into this Agreement of his own free will and is not subject to duress of any kind, and is not under the influence of any substance of any kind.

M) FIGHTER has had the opportunity to consult with an attorney and FIGHTER appreciates the legal significance and consequences of signing this Agreement.

N) FIGHTER is a citizen of the United States and is not otherwise subject to any backup or withholding taxes or in those instances where FIGHTER is not a citizen of the United States, FIGHTER shall provide PROMOTER with all necessary information to enable PROMOTER to comply with any applicable withholding or tax payment.

O) Prior to participating in any Bout under this Agreement, FIGHTER will be responsible for obtaining and will obtain all rights, approvals and clearances necessary to use and/or display the

apparel, sportswear, equipment and/or produce/service displayed by FIGHTER or any of FIGHTER's trainers or seconds during such Bout, pre-Bout events, or post-Bout events. FIGHTER's obtaining said rights, approvals and/or clearances shall be in writing and provided to PROMOTER, upon PROMOTER's request prior to any bouts under this Agreement.

P) FIGHTER will not utilize any of PROMOTER's intellectual property rights, including, but not limited to, the names and marks of PROMOTER, and any logos, pictures or other representations of PROMOTER's intellectual property, unless expressly authorized by PROMOTER in writing. Without limiting the scope of this prohibition, FIGHTER expressly agrees to not use any championship belt of PROMOTER without the prior written consent of PROMOTER. FIGHTER further agrees that any belt he obtains from Bellator is on loan and will at all times remain the property of PROMOTER. Upon request, the belt must be returned to PROMOTER within three (3) days.

Q) FIGHTER will remain in good physical shape and within the designated weight class FIGHTER competed in when FIGHTER first entered into this Agreement, unless otherwise agreed to in writing by PROMOTER. FIGHTER currently fights as a Light Heavyweight with a maximum weight of Two Hundred Five (205) pounds, a Heavyweight with a maximum weight of Two Hundred Sixty Five (265) pounds, or Catchweight (between the Light Heavyweight and Heavyweight classes) and as a material term of this Agreement, FIGHTER shall be expected to participate as a Light Heavyweight for all bouts governed by this Agreement unless otherwise agreed to by the Parties.

## **21. INDEMNIFICATION**

FIGHTER hereby agrees to indemnify and hold harmless PROMOTER, any site where a bout is held, any television or cable network, each station broadcasting the Bouts, each sponsor and its advertising agency, and the subsidiaries, affiliates, members, managers, shareholders, directors, officers, employees, representatives, agents, contractors and assigns of each of the foregoing, from and against any

and all liability, loss, claims, suits, charges, actions, proceedings, damages and expenses (including reasonable attorneys' fees) arising from: (i) use of any materials, information or services furnished by FIGHTER, (ii) any acts or words spoken by FIGHTER in connection with the production, rehearsal, exhibition, broadcast or other use of the Bouts and the rights granted to PROMOTER hereunder, (iii) any breach or alleged breach of any promise, representation, warranty or agreement made by FIGHTER in this Agreement, (iv) any tort committed by the FIGHTER.

**22. ADVERTISING/SPONSORSHIPS**

FIGHTER shall not display any wording, symbol, picture, design, name or other advertising or informational material on FIGHTER's person, trunks, robe, shoes, or other clothing worn by FIGHTER, his trainers, seconds or assistants during any Bout hereunder or at any activity sponsored by PROMOTER which; (i) is in conflict or competition with PROMOTER, (ii) is in conflict or competition with the requirements of any telecaster, (iii) may cause injury to the reputation of PROMOTER or its sponsors.

*B)* FIGHTER will provide in advance to PROMOTER the names and logo's which he intends to display.

*C)* FIGHTER shall provide one (1) pair of dark colored trunks and one (1) pair of light colored trunks for each Bout so that fighters may be clearly distinguishable from one another during bouts.

**23. BREACH, TERMINATION AND OTHER REMEDIES**

*A)* PROMOTER shall have the right at its sole discretion, upon notice to FIGHTER, to accelerate the Term and thereby terminate this Agreement, if:

(i) FIGHTER fails or refuses, for any reason other than injury or physical disability, to engage in a Bout offered by PROMOTER.



(ii) FIGHTER breaches, violates or is in default of any provision in this Agreement or any other agreement entered hereafter between FIGHTER and PROMOTER.

(iii) FIGHTER's representations and/or warranties contained herein are false.

(iv) FIGHTER is declared the loser of any Bout (whether promoted by PROMOTER or not) by the Commission having official jurisdiction over the Bout (i.e., not declared the winner of the bout by the Commission).

(v) FIGHTER's license to participate in the Bouts is suspended or revoked by any Commission or if FIGHTER is unable to obtain a license.

B) The effective date of termination shall be the day such notice is sent to FIGHTER.

C) Upon termination, all of PROMOTER's obligations to FIGHTER shall immediately cease, except that PROMOTER shall owe amounts due for Bouts that have been completed prior to termination. PROMOTER shall be allowed to terminate FIGHTER's participation in any scheduled Bout and PROMOTER may withdraw recognition from FIGHTER of any championship status.

D) Acceleration and termination of this Agreement shall not serve to affect or terminate any of the Ancillary Rights granted herein or rights granted in paragraph 19, and this Agreement shall survive any termination and remain in full force and effect with respect thereto.

E) In the event PROMOTER fails to make to FIGHTER any payment required under this Agreement, FIGHTER shall serve written notice upon PROMOTER and PROMOTER shall have a period of fourteen (14) business days after its receipt of such written notice to cure. In the event that PROMOTER cures within fourteen (14) business days, this Agreement shall remain in full force and effect. If PROMOTER fails to cure within fourteen (14) business days, FIGHTER shall have the option to terminate this Agreement by so notifying PROMOTER in writing at the conclusion of the fourteen (14) business day cure period.

F) In the event that FIGHTER believes in good faith that PROMOTER has breached this Agreement other than as set forth above, PROMOTER shall have a period of forty-five (45) days after receipt of written notice of such breach from FIGHTER in which to cure such breach. In the event that PROMOTER cures its breach within the forty-five (45) day period, this Agreement shall remain in full force and effect. If PROMOTER fails to cure such breach within the forty-five (45) day period, then FIGHTER shall have the option to terminate this Agreement, by so notifying in writing PROMOTER, at the conclusion of the forty-five (45) day cure period.

H) In the Event that FIGHTER breaches this agreement, PROMOTER reserves all rights and all remedies.

24. FIRST/LAST REFUSAL

A) Upon expiration of the Term, FIGHTER agrees to negotiate exclusively and in good faith with PROMOTER regarding the extension or renewal of the Term, for a period of thirty (30) days following the expiration of the Term.

i) If no agreement is reached between FIGHTER and PROMOTER during the aforementioned thirty (30) day exclusive negotiation period, FIGHTER is thereafter permitted negotiate with other promotional entities.

ii) For a period of twelve (12) months following the expiration of this thirty (30) day exclusive negotiation period, however, PROMOTER shall retain the exclusive right to match the material terms of any agreement offered to FIGHTER by any other promotional entity.

iii) During this twelve (12) month period, FIGHTER shall thus be under the strict obligation, without exception, to provide PROMOTER with written notice of any such

offer from another promotional entity within five (5) days of FIGHTER's receiving said offer,

B) If this Agreement is terminated for any reason, FIGHTER is thereafter permitted negotiate with other promotional entities.

i) For a period of twelve (12) months following the termination of this Agreement, however, PROMOTER shall retain the exclusive right to match the material terms of any agreement offered to FIGHTER by any other promotional entity.

ii) During this twelve (12) month period, FIGHTER shall therefore be under the strict obligation, without exception, to provide PROMOTER with written notice of any such offer from another promotional entity within five (5) days of FIGHTER's receiving said offer.

C) Written notice from FIGHTER to PROMOTER regarding any offers from other promotional entities, as set forth in Sections (A) and (B) above, shall contain the full details of the offer, including providing PROMOTER with a copy of the proposed contract provided to FIGHTER by the offering promotional entity. Such written notice shall constitute an exclusive, irrevocable offer by FIGHTER to contract with PROMOTER on the same material terms and conditions as those in the offer made by the other promotional entity.

D) Once written notice as set forth in Section (C) above is received by PROMOTER, PROMOTER shall have fourteen (14) business days after receipt to either accept said offer by matching the offer's material terms or reject said offer. During these fourteen (14) business days, FIGHTER is strictly prohibited from accepting any offer from any other promotional entity besides PROMOTER.

E) If PROMOTER accepts said offer, FIGHTER shall be prohibited from accepting the offer with the other promotional entity.

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F) If PROMOTER rejects said offer, FIGHTER may freely accept the offer of the other promotional entity and must contract with PROMOTER on the material terms proffered.

G) If any proposed contract offered by another promotional entity to FIGHTER is modified in any way after FIGHTER has given PROMOTER written notice of the offer, such modification shall constitute a new offer and therefore give rise to FIGHTER's obligation to give PROMOTER notice of the new offer and contract and PROMOTER's right to match or reject the material terms of the new offer. This shall be applicable even if PROMOTER declines to match the offer, FIGHTER subsequently enters into an agreement with a third party, and said third party thereafter seeks to reduce the terms of that agreement.

H) PROMOTER's failure to accept any offer shall not constitute a waiver of its rights with respect to all subsequent offers within the applicable time periods set forth in (A), (B), and (C) above.

## **25. MEDICAL TESTING**

Upon signing this contract and as required before any bout, FIGHTER shall comply with the following conditions related to medical testing:

A) FIGHTER shall complete a full physical medical examination and undergo testing and receive affirmative clearance there from upon execution of this contract and prior to each bout including, but not limited to the following: CBC, Hepatitis B, Hepatitis C, HIV, RH and Blood Type, RPR, PT, PTT, Urinalysis with drug screening, EKG, CT Scan, MRI, Dilated Ophthalmological exam, and such other testing as PROMOTER or the applicable Commission may require.

B) Said medical examination shall be performed by a neutral medical service provider during the thirty (30) day period immediately preceding the date of each bout.

C) The report of the medical examination of FIGHTER containing the results of the examination and tests shall be delivered to PROMOTER no less than Fourteen (14) day prior to any bout and must not contain any restrictions on FIGHTER's ability to compete. All costs associated with the medical examination and tests shall be paid by FIGHTER.

D) PROMOTER is hereby authorized to obtain medical documentation from and to give medical documentation to relevant Athletic Commissions.

## **26. UNIQUE SERVICES**

FIGHTER acknowledges and agrees that the services to be rendered or furnished by FIGHTER are of special, unique, unusual and extraordinary in character, giving them peculiar value which cannot be reasonably or adequately compensated by damages in action at law and could cause PROMOTER irreparable damage and injury and agrees that injunctive relief is appropriate in the event of a breach, and further, agrees that he will not raise a claim that money damages would suffice as a defense to injunctive relief. To the extent that a bond is necessary to obtain an injunction, FIGHTER agrees that any bond required shall not exceed Five Hundred Dollars (\$500).

## **27. ASSIGNMENT**

PROMOTER may assign, license, or transfer any rights or all of the rights and/or obligations contained in the Agreement, including but not limited to the right to allow other persons or entities to promote the Bouts; provided, however, that any such assignment will not relieve PROMOTER from the responsibility assumed by it under this Agreement. The rights and obligations of FIGHTER arising from this Agreement are personal to FIGHTER and may not be assigned, licensed, pledged or transferred for any reason.

## **28. NON-EXCLUSIVITY**

Nothing herein shall prevent PROMOTER from engaging in promotion activities for any other FIGHTER, including those fighters in the same weight class as FIGHTER.

**29. RELATIONSHIP OF PARTIES**

Nothing in this Agreement shall be construed to constitute FIGHTER as an employee of PROMOTER or to appoint PROMOTER as FIGHTER's agent, and PROMOTER shall have no financial interest in the compensation payable to the FIGHTER for engaging in any bout hereunder. It is intended that FIGHTER shall remain an independent contractor, responsible for his own actions and expenses, including trainers, managers, attorneys and professional membership, and sanctioning fees, if any.

**30. CHOICE OF LAW/VENUE**

The law of the State of New Jersey is applicable to contracts executed and to be fully performed in the State of New Jersey. New Jersey law shall therefore govern this Agreement, and FIGHTER's execution of this Agreement shall constitute his consent to the exclusive jurisdiction of the Courts of the State of New Jersey and the United States Courts located in New Jersey and to serve all process pursuant to the applicable New Jersey Court Rules and/or Statutes with respect to matters relating to this Agreement or any dispute between the parties; provided, however, that actual Bouts will be conducted under the rules of the Commission in whose jurisdiction the Bouts are to take place.

**31. NOTICE**

A) All written notices permitted or required under this Agreement, elections, payments or other communications to be sent to the parties hereto shall be addressed and sent by certified or registered mail return receipt requested, postage prepaid, or by confirmed facsimile or by email as follows:

TO: **PROMOTER:**  
Bellator Sport Worldwide, LLC  
5000 Birch Street  
Suite 7100

**With a Copy to:**  
Patrick C. English, Esq.  
Dines and English, L.L.C.  
685 Van Houten Avenue

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Bellator Sport Worldwide, LLC  
Quinton "Rampage" Jackson  
Date: May 23, 2013 - 5:00 p.m.

**FIGHTER'S INITIALS**

Newport Beach, CA 92660  
Telecopier: (312) 329-0104  
Email: [bjorn@bellator.com](mailto:bjorn@bellator.com)

Clifton, New Jersey 07013  
Telecopier: (973) 778-7633  
Email: [dinesandenglish@aol.com](mailto:dinesandenglish@aol.com)

Tracey S. Lesetar, Esq.  
General Counsel  
5000 Birch Street  
Suite 7100  
Newport Beach, CA 92660  
Telecopier: (312) 329-0104  
Email: [Tracey@bellator.com](mailto:Tracey@bellator.com)

TO: FIGHTER:  
Quinton "Rampage" Jackson

With a Copy to:  
Negotiating Agent for Fighter  
Wolflair Promotions Ltd  
292 aigburth road  
liverpool  
L17 9PW  
uk  
Email: [Wolflair2004@yahoo.co.uk](mailto:Wolflair2004@yahoo.co.uk)

B) Notice will be deemed given as of the successful sending of the confirmed facsimile or email, or upon receipt by the receiving party of the mailing. It is the duty and responsibility of each party to notify the other parties to this Agreement of any address changes for purposes of notice and service.

### 32. FURTHER ASSURANCES

A) FIGHTER shall execute any and all additional documents or instruments necessary or desirable to effectuate the provisions of this Agreement. FIGHTER shall not take any action or fail to take any action which action or failure shall frustrate the purposes of this Agreement and the benefits contemplated hereby.

B) FIGHTER hereby acknowledges that PROMOTER may enter into a single bout, multi-bout, and/or multi-year contracts with a Telecaster or Telecasters in reliance on this contract, agrees to same, and agrees to execute any necessary contracts or ratifications to facilitate same so long as those contracts or ratifications are not inconsistent with his Agreement.

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C) FIGHTER agrees to cooperate in any reasonable manner to allow PROMOTER to acquire, for its own account, non-appearance or other insurance, in the sole discretion of PROMOTER. This includes, but is not limited to, submitting to a medical examination at PROMOTER's cost.

**33. PUBLIC OFFERINGS/BUSINESS ARRANGEMENTS**

It is expressly understood that nothing in this contract shall prohibit any public or private offering by PROMOTER, any joint venture entered into by PROMOTER, or any syndication sponsored by PROMOTER, any change of ownership or control of PROMOTER, or any other business arrangement entered into by PROMOTER unless expressly prohibited herein.

**34. DESCRIPTIVE HEADINGS**

Descriptive headings of several of the sections and paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

**35. ENTIRE AGREEMENT**

This Agreement, and addenda, if any, contains the full and complete understanding among the parties hereto and shall supersede all prior representations, agreements and understandings whether written or oral, pertaining hereto. In entering into this Agreement, FIGHTER relied upon no oral or written representations or understanding of any nature except as set forth in writing herein. This agreement may be modified only by a writing signed by both parties.

**36. COUNTERPARTS**

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.



**37. CONFIDENTIALITY**

FIGHTER shall not disclose, nor permit his representatives to do so, any information with respect to the terms of this Agreement, including its duration, or any Bout agreement and they shall remain confidential except, (i) to the extent necessary to comply with law, (ii) to obtain professional advice from his agents (i.e., managers, attorneys, accountants), or (iii) to enforce FIGHTER's rights under this Agreement. If disclosure must be made to conform with any valid governmental requirement, or any subpoena, FIGHTER shall notify the other party at least seven (7) working days before disclosure is to be made and make good faith efforts to cause the party to whom the information is disclosed to keep the information confidential; provided, however, that disclosures necessary to comply with any Commission requirements are pre-approved. FIGHTER acknowledges that disclosure could place PROMOTER at a competitive disadvantage and further acknowledges that disclosure will subject him to causes of action for injunctive relief and/or for damages.

**38. ACKNOWLEDGMENT OF RISK**

FIGHTER voluntarily and knowingly agrees to participate in the events governed by this Agreement. MMA is a dangerous activity. FIGHTER hereby acknowledges that he may suffer transitory or permanent physical injuries from MMA, either in a single event or from participating in multiple events. FIGHTER, on behalf of himself, his heirs, and any who succeeds to his interests, hereby as a condition of participation releases PROMOTER, sponsors, Commissions, and venues or any agents, representatives or employees thereof, from any and all claims arising from injuries, mental and physical, which may be sustained by FIGHTER during participation in any of the events governed by this Agreement. PROMOTER will acquire such medical insurance for Bouts as is required by the Commissions having jurisdiction over the Bouts, if any is required, and FIGHTER's sole recourse in the event of injury sustained in the course of a bout will be through such insurance.

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**39. VOLUNTARINESS OF CONTRACT**

FIGHTER acknowledges that he has been given the opportunity to obtain independent legal advice, by counsel of his choosing, prior to the executing this Agreement, and that his entry into this contract is entirely voluntary.

**40. SAVINGS CLAUSE**

If any provision of this contract is found to be illegal or void, then the offending contract provision shall be deemed stricken and the remainder of this Agreement will remain in effect.

**41. RIGHTS RETAINED**

Any rights not expressly granted to FIGHTER herein are retained by PROMOTER.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below, the later of which shall be the Effective Date of this Agreement.

**BELLATOR SPORT WORLDWIDE, LLC**

**FIGHTER**

Signature: [Signature]

Signature: [Signature]

Print: Björn Rebney

Print: Quinton R Jackson

Title: Chairman & CEO

Social Security No: 413-33-0355

Date: 5/29/13

Date: 5/29/13

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Quinton "Rampage" Jackson  
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FIGHTER'S INITIALS

**ADDENDUM B TO  
PROMOTIONAL AND ENTERTAINMENT AGREEMENT**

WHEREAS, the Parties entered into a multi bout Promotional and Entertainment Agreement on May 29, 2013 (hereafter "Agreement") and

WHEREAS the Parties wish to modify that Agreement,

Therefore it is agreed as follows:

1) Paragraph 3 of the Agreement is modified to read as follows:

**3. SIGNING BONUSES**

The parties acknowledge that PROMOTER purchased for FIGHTER a 2013 Tesla Sport automobile as a signing bonus when FIGHTER executed the Agreement. Upon execution of this Addendum B PROMOTER shall pay to FIGHTER an additional bonus of One Hundred Thousand Dollars (\$100,000.00).

2) Paragraph 14(A) of the Agreement is modified to read as follows:

**14. TERM**

A) The duration of the Promotional Rights ("Term") shall commence on the "Effective Date" of the Agreement defined as the date the Agreement was entered into and end on the date on which FIGHTER has participated in Five (5) Bouts promoted by PROMOTER subsequent to execution of this Addendum B ("Termination Date"),

unless terminated sooner or extended further by PROMOTER pursuant to the provisions of this Agreement.

3) Paragraph 5 of the Agreement is modified to read as follows:

**5. COMPENSATION FOR BOUTS**

**A. Promoter's Discretion.** PROMOTER has the sole right to place any bout on either Pay-Per-View or on a Non-Pay-Per-View distribution platform.

**B. Non Pay-Per-View.** FIGHTER's compensation in bouts telecast on non-Pay-Per-View distribution platforms will be determined as follows:

i. For FIGHTER's first bout, pursuant to this Addendum B, FIGHTER shall be paid:

a. A Guaranteed Purse of Two Hundred Thousand Dollars (\$200,000.00 USD);

b. Any applicable Net Gate Receipt or Net Site Receipt bonus, as set forth above in Paragraph 4(A)(ii) of the Agreement.

ii. For FIGHTER's second bout, pursuant to this Addendum B, FIGHTER shall be paid:

a. A Guaranteed Purse of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00 USD);

- b. Any applicable Net Gate Receipt or Net Site Receipt bonus,  
as set forth above in Paragraph 4(A)(ii) of the Agreement.
- iii. For FIGHTER's third bout, pursuant to this Addendum B,  
FIGHTER shall be paid:
  - a. A Guaranteed Purse of Two Hundred Fifty Thousand  
Dollars (\$250,000.00 USD);
  - b. Any applicable Net Gate Receipt or Net Site Receipt bonus,  
as set forth above in Paragraph 4(A)(ii) of the Agreement.
- iv. For FIGHTER's fourth bout, pursuant to this Addendum B,  
FIGHTER shall be paid:
  - a. A Guaranteed Purse of Two Hundred Seventy-Five  
Thousand Dollars (\$275,000.00 USD);
  - b. Any applicable Net Gate Receipt or Net Site Receipt bonus,  
as set forth above in Paragraph 4(A)(ii) of the Agreement.
- v. For FIGHTER's fifth bout, pursuant to this Addendum B,  
FIGHTER shall be paid:
  - a. A Guaranteed Purse of Three Hundred Thousand Dollars  
(\$300,000.00 USD);
  - b. Any applicable Net Gate Receipt or Net Site Receipt bonus,  
as set forth above in Paragraph 4(A)(ii) of the Agreement.

vi. For any live event involving Fighter shown on Spike T.V. the following rating bonuses shall also apply:

- a. For shows which peak at between 1.8 and 2.3 million sets, a Twenty-Five Thousand Dollars (\$25,000.00) bonus;
- b. For a show which peak at between 2.3 and 2.8 million sets, a Forty Thousand Dollars (\$40,000.00) bonus;
- c. For a show which peak above 2.8 million sets, a Fifty-Five Thousand Dollars (\$55,000.00) bonus;
- d. Viewership shall be determined through Nielsen company reports.

C. Compensation for Pay-Per-View Events. In the event that a bout is placed on Pay-Per-View ("PPV") the following schedule of compensation shall apply:

i. If the PPV bout is the first PPV held after the execution of this Addendum B, then Fighter shall be paid:

- a. A Guaranteed Purse of Two Hundred Thousand Dollars (\$200,000.00 USD);
- b. Any applicable PPV Bonus, as set forth above in Paragraph 4(A)(i) of the Agreement;

- c. Any applicable Net Gate Receipt or Net Site Receipt bonus, as set forth above in Paragraph 4(A)(ii) of the Agreement.
- ii. If the PPV bout is the second PPV held after the execution of this Addendum B, then Fighter shall be paid:
  - a. A Guaranteed Purse of Three Hundred Thousand Dollars (\$300,000.00 USD);
  - b. Any applicable PPV Bonus, as set forth above in Paragraph 4(A)(i) of the Agreement;
  - c. Any applicable Net Gate Receipt or Net Site Receipt bonus, as set forth above in Paragraph 4(A)(ii) of the Agreement.
- iii. If the PPV bout is the third PPV held after the execution of this Addendum B, then Fighter shall be paid:
  - a. A Guaranteed Purse of Three Hundred Fifty Thousand Dollars (\$350,000.00 USD);
  - b. Any applicable PPV Bonus, as set forth above in Paragraph 4(A)(i) of the Agreement;

- c. Any applicable Net Gate Receipt or Net Site Receipt bonus, as set forth above in Paragraph 4(A)(ii) of the Agreement.
- iv. If the PPV bout is the fourth PPV held after the execution of this Addendum B, then Fighter shall be paid:
  - a. A Guaranteed Purse of Four Hundred Thousand Dollars (\$400,000.00 USD);
  - b. Any applicable PPV Bonus, as set forth above in Paragraph 4(A)(i) of the Agreement;
  - c. Any applicable Net Gate Receipt or Net Site Receipt bonus, as set forth above in Paragraph 4(A)(ii) of the Agreement.
- v. If the PPV bout is the fifth PPV held after the execution of this Addendum B, then Fighter shall be paid:
  - a. A Guaranteed Purse of Four Hundred Fifty Thousand Dollars (\$450,000.00 USD);
  - b. Any applicable PPV Bonus, as set forth above in Paragraph 4(A)(i) of the Agreement;



c. Any applicable Net Gate Receipt or Net Site Receipt bonus, as set forth above in Paragraph 4(A)(ii) of the Agreement.

D. FIGHTER's compensation for all bouts during the Term shall be deemed to include compensation for any and all promotion of the bouts, including, but not limited to, media shoots, feature interviews, in-person promotional appearances, and the like.

4) A new paragraph 42 is hereby included in the Agreement, as follows:

**42. BELLATOR OPTION IF FIGHTER IS BELLATOR CHAMPION  
AT END OF TERM**

A) If FIGHTER is champion of his weight class at the time the term of this contract ends (including any extensions), PROMOTER shall have the right to exercise an option to continue to promote FIGHTER under the terms of this Agreement for one (1) additional bout ("First Option Bout"). Said option for First Option Bout may be exercised by PROMOTER, at PROMOTER'S sole discretion, by:

i. Giving FIGHTER written notice prior to the end of the term or within ten (10) business days of FIGHTER's acquisition of the championship title or last successful defense of the championship

title, whichever is last, that PROMOTER is exercising the option for one (1) additional bout, and

ii. If the Bout is not a PPV Bout FIGHTER's Guaranteed Purse for the Bout shall be Three Hundred Twenty-Five Thousand Dollars (\$325,000.00 USD) and shall be in addition to any applicable Net Gate Receipt or Net Site Receipt bonus, as set forth in Paragraph 4(A)(ii) of the Agreement.

iii. If the Bout is a PPV Bout, FIGHTER's purse will be set pursuant to paragraph 5(C) of this Addendum.

*B)* In the event FIGHTER retains his World Championship at the conclusion of the First Option Bout, PROMOTER shall have the right, in its sole discretion to exercise an option for each of FIGHTER's subsequent bouts ("Subsequent Bout") so long as FIGHTER retains the title. For each Subsequent Bout the Guaranteed Purse will increase by Twenty Five Thousand Dollars (\$25,000.00) over the Guaranteed Purse of the prior bout if the bout is not on a PPV platform. If a PPV bout, then FIGHTER's Guaranteed Purse will be as set forth in paragraph 5(C). All bonuses applicable to the category of bout will also apply.

C) The Term of this Agreement shall be extended during the period necessary to allow the Option Bout to be conducted pursuant to this Paragraph.

5) A new paragraph 43 is hereby included in the Agreement as follows:

43. NOTICE TO FIGHTER

PROMOTER will use its best reasonable efforts to give at least ten (10) weeks notice to FIGHTER of any bout scheduled pursuant to this Agreement. FIGHTER acknowledges notice of a bout scheduled to be held on February 28, 2014 and has agreed to same.

6) A new paragraph 44 is hereby included in the Agreement as follows:

44. SPONSORSHIP

In the event FIGHTER does not receive at least Fifty Thousand Dollars (\$50,000.00) from sponsorships generated by Bellator or related entities for TNA, the Rampage Reality Series, and "Fight Court" prior to October 15, 2014, PROMOTER will pay to FIGHTER the difference between the amount he has received and Fifty Thousand Dollars (\$50,000.00).

7) Except as specifically modified herein, all terms of the Promotional and Entertainment Agreement executed on May 29, 2013 shall remain in full force and effect.

**Bellator Sport Worldwide, LLC**

By: 

Date: 1-17-14

**Fighter**

  
Quinton "Rampage" Jackson

Date:

### ADDENDUM C

This Addendum C to the May 29, 2013 Promotional Agreement ("Addendum C") is made and entered into by and between Bellator Sport Worldwide, LLC ("PROMOTER") and Quinton "Rampage" Jackson ("FIGHTER") and is hereby incorporated into the Promotional Agreement and any Addenda thereto on all of the terms and conditions set forth herein. The Parties hereby agree that the Promotional Agreement is amended as follows:

#### REVEN APPAREL SPONSORSHIP COMMITMENT

Provided that FIGHTER and FIGHTER's company, Rampage MMA, Inc. remains affiliated with and a controlling owner of Reven<sup>®</sup> apparel, PROMOTER hereby agrees to provide the marketing and promotional assets to Reven on the terms and conditions herein. For all events taking place during PROMOTER's 2014 calendar year, including Seasons 10-11 and the Summer Series (the "Events" or each "Event") Reven shall receive the following marketing and promotional assets at each Event (the "Assets"):

- 1) Cross Bar Pad Signage: Signage on One (1) cross bar pad on the Bellator Cage at each Event, provided that the size and placement of said logo shall be at Bellator's sole discretion
- 2) Bumper Pad Signage: One (1) outer Bumper Pad on the Bellator Cage shall display the Reven logo at each Event, provided that the size and placement of said logo shall be at Bellator's sole discretion
- 3) Thirty (:30) Second In-Arena Commercial Spot: Reven shall receive Two (2) in-arena commercials that will play on PROMOTER's in-house big screens during each Event, the timing of which shall be at PROMOTER's sole discretion and in accordance with the Event's programming schedule. All ads shall be provided by Reven to PROMOTER in accordance with PROMOTER's technical specifications and guidelines.

4) On Site Booth: Reven shall receive an on site booth/activation area for consumer/fan interaction and product sales at each Event. Reven shall be responsible, at its own cost, for the staffing, winding up, and tear-down of said booth at each Event. PROMOTER shall transport and assemble the booth for each Event at its own cost.

5) Cage Announcer Mentions: Reven shall receive Two (2) cage announcer mentions during each Event. One (1) of these cage announcer mentions shall be on the Spike.com aired portion of the Event, and the other cage announcer mention shall be on the live Spike TV broadcast.

B) FIGHTER hereby warrants and represents that he has full power, authority, and authorization to act on behalf of, contract on behalf of, make decisions for, and give direction with respect to Reven and the Assets.

C) FIGHTER also understands and agrees on behalf of himself and Reven that PROMOTER shall consider FIGHTER Reven's sole authorized representative in connection with the Assets and/or the Events. Any alternate authorized representative of Reven for the purposes of the Assets and/or Events must be designated by FIGHTER in writing to PROMOTER.

D) FIGHTER hereby agrees and understands on behalf of himself and on behalf of Reven that the Assets provided herein are solely intended by PROMOTER as a personal benefit to FIGHTER in connection with his existing Promotional Agreement and ongoing relationship with PROMOTER.

E) In the event FIGHTER notifies PROMOTER in writing that he is no longer affiliated with Reven, or should the Promotional Agreement be terminated for any reason, the provision of all Assets set forth herein shall cease as of the date of said notification or termination.

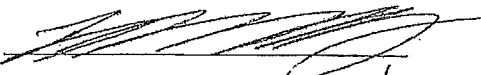
F) Reven shall not be considered a third party beneficiary to this Addendum C or any Assets set forth herein, regardless of whether FIGHTER designates an alternate authorized

representative in accordance with Paragraph (B) above. Further, Reven shall have no right to enforce the provision of any Assets set forth herein as a third party beneficiary or otherwise.

All other terms and conditions of the Promotional Agreement and any Addenda thereto shall remain in effect and unmodified. This Addendum C may be executed in counterpart and electronically-transmitted signatures shall be treated as originals.

IN WITNESS WHEREOF, the parties have executed this Addendum C as of the date set forth below.

**BELLATOR SPORT WORLDWIDE, LLC**

Signature: 

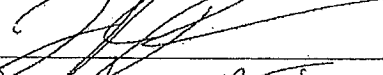
Print: BJORN REVEN

Title: CEO/CHAIRMAN

Date: 1-17-14

**FIGHTER**

**On Behalf of Himself and Reven®**

Signature: 

Print: Quinton R. Jackson

Social Security No: 413-33-0355

Date: 1/17/14

## **EXHIBIT B**



Anthony McGann  
Manager of Quinton Jackson  
Wolfsblair Promotions Ltd  
date; 21st Nov 2014

ref; Termination notice Bellator MMA

**TERMINATION CLAUSE OF PROMOTIONAL AGREEMENT :**

**F) In the event that FIGHTER believes in good faith that PROMOTER has breached this Agreement other than as set forth above, PROMOTER shall have a period of forty-five (45) days after receipt of written notice of such breach from FIGHTER in which to cure such breach. In the event that PROMOTER cures its breach within the forty-five (45) day period, this Agreement shall remain in full force and effect. If PROMOTER fails to cure such breach within the forty-five (45) day period, then FIGHTER shall have the option to terminate this Agreement, by so notifying in writing PROMOTER, at the conclusion of the forty-five (45) day cure period.**

**OUR 12TH SEPTEMBER 2014 NOTICE LETTER, PARAGRAPH 1 :**

We are litigation counsel to Quinton "Rampage" Jackson and Rampage MMA, Inc. This letter should serve as Mr. Jackson's formal request for Bellator Sport World Wide, LLC ("Bellator") and Spike TV and Spike Digital Entertainment (together "Spike" and collectively with Bellator, the "Viacom Entities") **to immediately cure the well-documented, unfilled promises and extensive breaches concerning Mr. Jackson's agreements with the Viacom Entities, including his May 29, 2013 Promotional and Entertainment Agreement ("Promotion Contract"). DD**

Although Mr. Jackson is entitled to rescission, in a measure of good faith to facilitate resolution without litigation, Mr. Jackson will honor the Promotion Contract's provision providing the Viacom Entities with **forty-five (45) days to cure** their extensive breaches. (Paragraph 18 from same notification letter)

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**REQUEST FOR COPY OF DISTRIBUTOR/LICENSEE PPV REPORT (NOT 3RD PARTY) :**

**2. PROMOTER shall deliver to FIGHTER, promptly following PROMOTER'S receipt from its pay-per-view distributors and licensees that telecast the Bout in the PPV Territory, a copy of a summary report of pay-per-view buys in the PPV Territory, which PROMOTER receives from distributors.**

PPV event Jackson vs Lawal. May 17th 2014, 6 months ago. Promoter breaches contract as failing to supply the distributors/licensee's summary report to Fighter. This has severely diminished Fighters ability to accurately asses his contractual position for an extended period of time. One of the primary breaches raised in the 12th September notification letter is of fraudulent inducement due to exaggerated marketing budget and network partnership, of PPV bout promotion. This report has been requested broadly by Anthony McGann. **Viacom legal, Bellator legal, Bellator executive and SpikeTV have all been multiply notified of this breach.**

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**IN REPLY TO OUR REQUEST FOR REMEDY OF MULTIPLE BREACHES BELLATOR HAS FAILED WITHIN THE 45 DAY PERIOD. PRIMARILY OF THE BREACHES IS THE FAILING TO PROMPTLY SUPPLY THE PPV REPORT AS OBLIGATED.**

In your correspondence you decide that although your contract commands you to provide this report, you consider it not enforceable for the following reason. That you have been threatened that after we terminate you will no longer be protected by confidentiality obligations by us. This is obvious and due to your companies multiple breaches there will be explanations given to the press upon termination. However we have broken not confidentiality obligations and have followed the contractual procedure. Our future actions that will in effect, have been a result of your failure to remedy cannot be used as a reason to fail in your contractual obligations.

You also give by way of reason a bonus payment made to Mr Jackson after the PPV. This was not a PPV bonus, how could it be. It was an event bonus and a common practice within our industry. This event bonus payment does not contractually release your obligation of supplying the ppv report. Finally you also state that such information is sensitive and belongs to your broadcast partners, and could not possibly be provided. If this is the case then as your company drafted the contract and included this clause this merely further shows evidence in support of our multiple series of claims that we were fraudulently induced into the contract.

**Due to the above position and failure by your company to supply the report. Additionally your companies multiple breaches raised in the original 12th September 2014 letter, have also failed to be remedied. Quinton Jackson hereby terminates all contractual obligations with Bellator MMA.**

**Contractually there is 45 day period given for your company to remedy. We have allowed 70 days thus far to give reasonably your company time to remedy. We have followed the contract to the letter. There have been multiple attempts by me to reach a settlement position. Your current CEO has been offering a considerable settlement deal and has been engaging and attempting to reach remedy. There was a final attempt at this yesterday that failed.**

**Please be on notice that we will be actively seeking a new promotional agreement with other parties as of receipt of this notice. There is a matching clause within the contract that should engage after termination. We will be seeking advice on the enforceability of this clause due to the overall series of multiple breaches throughout the contract**

Anthony McGann  
Manager Quinton Jackson