IN THE SUPREME COURT OF THE STATE OF NEVADA

MMAWC, LLC, a Nevada limited liability company; BRUCE DEIFIK, an individual; and NANCY AND BRUCE DEIFIK FAMILY PARTNERSHIP LLLP, a Colorado limited liability partnership, Appellants v. ZION WOOD OBI WAN TRUST and SHAWN WRIGHT as trustee of ZION WOOD OBI WAN TRUST; WSOF GLOBAL, LLC, a Wyoming limited liability company, Respondents.	APPEAL No. 75596 Eighth Judicial District Court Case No. A-17-764118-C

APPELLANTS' APPENDIX
Volume 1 (part 2) of 2

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EXHIBIT 3

Agreement
EXHIBIT A
(the [new] Operating Agreement for WSOF Per Section 1)

FOURTH AMENDED AND RESTATED OPERATING AGREEMENT OF MMAWC L.L.C.

THIS FOURTH AMENDED AND RESTATED OPERATING AGREEMENT of MMAWC L.L.C. (this "Operating Agreement" or this "Agreement"), is effective as of February ____, 2016 (the "Effective Date"), by and among (i) Sig Rogich as Trustee of the Rogich 2004 Family Irrevocable Trust ("Rogich"), (ii) Ray Sefo as Trustee of the RDS Revocable Trust, (iii) Janis Laverty Jones as Trustee of the Janis Laverty Jones Revocable Trust, (iv) the Nancy and Bruce Deifik Family Partnership LLLP, a Colorado limited liability limited partnership (the "Deifik Partnership"), (v) Dreamwork LLC, a Nevada limited liability company, (vi) Shawn Wright as Trustee of the Zion Wood O.B. Wan Trust ("Zion"), (vii) Bruce Bendell, (viii) Dealer Breaks LLC ("Dealer Breaks"), and (ix) WSOF-EIP, LLC, a Nevada limited liability company ("WSOF-EIP") (each of the foregoing a "Member," and collectively, the "Members").

RECITALS

WHEREAS, the Members, or their predecessors in interest, are parties to that certain Third Amended and Restated Operating Agreement of MMAWC, LLC dated November ____, 2012 (the "Third Operating Agreement"). The Third Operating Agreement amended, restated, and entirely replaced all prior operating agreements of MMAWC L.L.C., a Nevada limited liability company, d/b/a World Series of Fighting, d/b/a WSOF (the "Company");

WHEREAS, since the date the Third Operating Agreement became effective, Bruce Bendell transferred a portion of his Membership Interest in the Company to Dealer Breaks, and Bruce Deifik transferred all of his Membership Interest in the Company to the Deifik Partnership, and Dealer Breaks and the Deifik Partnership were duly admitted as and became Members of the Company;

WHEREAS, the Third Operating Agreement was amended by that certain First Amendment to Third Amended and Restated Operating Agreement of MMAWC, LLC and Membership Interest Assignment Agreement dated May 6, 2015 (the "First Amendment");

WHEREAS, pursuant to the First Amendment, (i) the entire ownership interest in the Company owned by the ACAK Irrevocable Trust was assigned and transferred to the Deifik Partnership, (ii) the entire ownership interest in the Company owned by The EAB & ELB Family LLC, a Nevada limited liability company was assigned transferred to the Deifik Partnership, and (iii) a portion of the ownership interest in the Company owned by Dealer Breaks was assigned and transferred to the Deifik Partnership;

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement and Assignment dated May 28, 2015, the entire ownership interest in the Company owned by The ARL Revocable Trust dated June 8, 2006 was assigned and transferred to the Deifik Partnership;

WHEREAS, certain Members of the Company are holders of outstanding loans, promissory notes, and other debts of the Company, which loans, promissory notes, and other debts (collectively, the "Member Debt") were made and given from time to time in order to fund the Company's operations;

WHEREAS, as of the Effective Date, the total outstanding amount of the Member Debt is

$6,247,619;

WHEREAS, some or all of the Member Debt is past due, and the Members have determined that the existence of the Member Debt is burdensome to the Company and makes it extremely difficult for the Company to obtain additional funding and investment from third-party sources and from the existing Members of the Company;

WHEREAS, each of the Members holding Member Debt (except for Dealer Breaks) desire to contribute their entire Member Debt to the Company, subject to the terms and conditions of this Agreement;

WHEREAS, the total amount of Member Debt held by each Member of the Company (or such Member's Affiliates) as of the Effective Date that each member intends to contribute to the Company pursuant to this Agreement is as set forth on **Schedule B** attached hereto and incorporated herein by this reference;

WHEREAS, the Company previously approved raising up to $5,000,000 in additional capital (the "Shah Capital"), under which an entity owned or related to Bhavin Shah (the "Shah Entity") was to have loaned funds and contributed capital to the Company in exchange for certain rights and benefits, including the issuance to the Shah Entity of new Units of the Company;

WHEREAS, the Shah Entity has not contributed or loaned any funds to the Company, and certain of the Members of the Company, in order to permit the Company to continue to operate its business, have contributed most of the Shah Capital to the Company on, and subject to, the understanding that the Members contributing or loaning such funds to the Company would be issued new Units of the Company equal to 35% of the issued and outstanding Units of the Company;

WHEREAS, the Members believe it to be in the best interests of the Company for the Company to issue new Units of the Company to the Members of the Company who have loaned or contributed and/or will loan or contribute the Shah Capital;

WHEREAS, as of the date of this Agreement, the portion of the Shah Capital that has not been funded is equal to the amount of $258,556 (the "Remaining Shah Funding"), and the Deifik Partnership desires to contribute to the Company, subject to the terms set out in this Agreement, the Remaining Shah Funding;

WHEREAS, Rogich and the Deifk Partnership have entered into an agreement whereby Rogich has sold and transferred to the Deifik Partnership three (3) Units of the Company, the transfer of which Units to the Deifik Partnership;

WHEREAS, the Members believe it to be in the best interests of the Company for the remaining Units owned by Rogich, as set out in this Agreement, to at no time be less than two percent (2%) of the issued and outstanding Units of the Company, without Rogich's written consent, unless and until such time as the Capital Threshold (as defined below) has been met;

WHEREAS, there exist certain disputes between the Company and Zion and certain affiliates of Zion (the "Zion Disputes"), all as more fully described in that certain Settlement Agreement between Zion, the Company, and certain other parties, dated as of the Effective Date (the "Settlement Agreement");

WHEREAS, as part of the settlement of the Zion Disputes and in consideration of the concessions and payments made in the Settlement Agreement, Zion has agreed to accept as its ownership interest in the Company the Units described in this Agreement;

WHEREAS, as part of the Settlement Agreement and as part of the consideration for settlement of the Zion Disputes, the Members believe it to be in the best interests of the Company, for the Units owned by Zion as set out in this Agreement to be at no time be less than four and one half percent (4.5%) of the issued and outstanding Units of the Company, without Zion's written consent; and

WHEREAS, the undersigned, being all of the Members of the Company, desire to amend, restate, and entirely replace the Third Operating Agreement by entering into this Operating Agreement, for the purpose of ratifying and carrying into full effect the transactions described in the above recitals, and for the purposes more fully described in this Operating Agreement.

NOW THEREFORE, pursuant to the Nevada Limited Liability Company Act (the "Act") the following Operating Agreement, including the schedules attached hereto and by reference incorporated herein, shall constitute the Operating Agreement of the Company.

ARTICLE I
DEFINITIONS

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

"**Accountants**" shall mean the firm of independent certified public accountants engaged by the Board of Managers from time to time to perform accounting and tax services on behalf of and at the cost of the Company.

"**Act**" means the Nevada Limited Liability Company Act, Nev. Rev. Stat. §§ 86.011 to 86.590, as amended from time to time.

"**Action or Proceeding**" shall mean any action, suit, proceeding, arbitration or Governmental Authority investigation.

"**Adjusted Capital Account Deficit**" with respect to any Member means the deficit balance, if any, in such Member's Capital Account as of the end of any Fiscal Year after giving effect to the following adjustments: (i) credit to such Capital Account the sum of (A) any amount which such Member is obligated to restore to such Capital Account pursuant to any provision of this Agreement, plus (B) an amount equal to such Member's share of Company Minimum Gain (as defined in Regulations Section 1.704-2(d)) and determined under Regulations Section 1.704-2(g), and such Member's share of Nonrecourse Debt Minimum Gain (as defined in accordance with Regulations Section 1.704-2(i)(3)) and as determined under Regulations Section 1.704-2(i)(5), plus (C) any amounts which such Member is deemed to be obligated to restore pursuant to Regulations Section 1.704-1(b)(2)(ii)(c); and (ii) debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"**Affiliate**" means a Person that directly, or indirectly through one or more intermediaries, controls,

is controlled by, or is under common control with, a specified Person. For the purpose of this definition of Affiliate, the term "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"**Bankruptcy**" shall mean, with respect to any Person, an adjudication that such Person is bankrupt or insolvent, such Person's admission of its inability to pay its debts as they mature, such Person's making a general assignment for the benefit of creditors, such Person's filing a petition in bankruptcy or a petition for relief under any section of the United States Bankruptcy Code or any other bankruptcy or insolvency statute, or the filing against such Person of any such petition which is not discharged within sixty (60) days thereafter.

"**Board**" or "**Board of Managers**" has the meaning ascribed thereto in Section 8.01(a).

"**Business Day**" shall mean a day other than a Saturday, a Sunday, or a state or federally recognized holiday on which banks in the State of Nevada are permitted to close.

"**Business Hours**" shall mean 8:00 A.M. to 5:00 P.M. Standard Time or Daylight Time, as the case may be, at a location specified in this Operating Agreement. If no location is specified, a reference to Business Hours shall refer to Business Hours as determined by Pacific Standard Time or Pacific Daylight Time, as the case may be.

"**Capital Account**" means an account maintained for each Member in accordance with Regulations Sections 1.704-1(b) and 1.704-2

"**Capital Contribution**" means the amount of money and the fair market value (as reasonably determined by the Board of Managers as of the date of contribution) of other property contributed, or services rendered or to be rendered, to the Company by a Member.

"**Code**" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

"**Company**" has the meaning ascribed thereto in the recitals.

"**Confidential Information**" has the meaning ascribed thereto in Section 10.01(a).

"**Dissolution Event**" has the meaning ascribed thereto in Section 12.01.

"**Entity**" shall mean any general partnership, government entity, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association or similar organization or Person.

"**Fiscal Year**" shall mean the taxable year of the Company for federal income tax purposes as determined by Code Section 706 and the Regulations thereunder.

"**Force Majeure Event**" means, with respect to each Manager or any Member, any cause, condition, event or circumstance, whether foreseeable or unforeseeable, beyond its reasonable control,

including the following to the extent beyond its reasonable control: (i) labor disputes (however arising and whether or not employee demands are reasonable or within the power of the Member or Manager to grant), (ii) the inability to obtain on reasonably acceptable terms any permit or license, consent or other authorization, and any actions or inactions by any Governmental Authorities or private third parties that delay or prevent the issuance or granting of any authorization required to conduct operations beyond the reasonable expectations of the Member or Manager seeking the authorization, including (a) changes in the law, and instructions, requests, judgment and order of Governmental Authorities, (b) curtailments or suspensions of activities to remedy or avoid an actual or alleged, present or prospective violation of laws, (c) acts of terrorism, acts of war, and conditions arising out of or attributable to terrorism or war, whether declared or undeclared, (d) riots, civil strife, insurrections and rebellions, (e) fires, explosions and acts of God, including earthquakes, storms, floods, sink holes, droughts and other adverse weather conditions, (f) delays and failures of suppliers to supply, or of transporters to deliver, materials, parts, supplies, services or equipment, (g) contractors' or subcontractors' shortage of, or inability to obtain, labor, transportation, materials, machinery, equipment, supplies, utilities or services, (h) accidents, (i) breakdowns of equipment, machinery or facilities, (j) actions by special interest groups, and (k) other similar causes, conditions, events and circumstances, whether similar or dissimilar to the foregoing, beyond its reasonable control.

"**Governmental Authority**" shall mean any court, tribunal, arbitrator, authority, administrative or other agency, commission official or other authority or instrumentality of the United States or any state, county, city or other political subdivision.

"**Law**" shall mean any law, regulation (proposed, temporary or final), administrative rule or procedure, self-regulatory organization rule or interpretation, or rule or procedure binding upon, or which the Board of Managers reasonably determines may be binding upon (in each case, as applicable in light of the context), any Member, any Managing Person, the Company as a whole, or any Affiliate of any of the foregoing or to which any of their property is subject.

"**Manager**" means a "manager" (within the meaning of the Act) of the Company and includes each manager comprising the Board of Managers (it being understood, however, that no individual Manager shall have the power or authority to bind the Company except as expressly provided in this Agreement).

"**Managing Person**" means a Manager, officer, director, or their agents.

"**Manager Representative**" means a Person designated by the Board of Managers to serve as the representative of the Board of Managers for purposes of public filing documents, such as Secretary of State Annual Lists, and for any other purpose or purposes determined by the Board of Managers. The Manager Representative may be a Member, a Manager, or an officer of the Company.

"**Member**" means those Persons executing this Agreement and any Person who may hereafter become an additional or substitute Member.

"**Membership Interest**" means a Member's Units, and the associated right to vote (if any) on or participate in management of the Company, the right (if any) to share in profits, losses, and distributions, and any and all benefits to which the holder of such Units may be entitled pursuant to this Agreement, together with all obligations to comply with the terms and provisions of this Agreement.

"**Net Cash From Operations**" means the gross cash proceeds from Company operations

(including sales and dispositions of Property in the ordinary course of business) less the portion hereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Board of Managers in its sole discretion. Net Cash From Operations shall not be reduced by depreciation, amortization, cost recovery deductions or similar allowances, but shall be increased by any reductions of reserves.

"**Net Cash From Sales and Refinancings**" means the net cash proceeds from all sales and other dispositions (other than in the ordinary course of business) and all refinancings of Property, less any portion thereof used to establish reserves, all as determined by the Board of Managers in its sole discretion.

"**NRS**" means the Nevada Revised Statutes, as the same may be modified and amended from time to time.

"**Operating Agreement**" or "**Agreement**" shall mean this Fourth Amended and Restated Operating Agreement of MMAWC L.L.C., as amended from time to time.

"**Person**" means a corporation, joint venture, partnership, limited liability partnership, limited partnership, limited liability limited partnership, limited liability company, trust, estate, business trust, association, Governmental Entity, and any other Entity, or a natural person and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so requires.

"**Principal Line of Business**" means all business activities related to mixed martial arts, including, but not limited to, financing, development, sales, marketing, management, and all other activities, products, matters, and items incident thereto.

"**Property**" means all real and personal property, tangible and intangible, owned by the Company.

"**Public Offering**" means an underwritten public offering and sale of Successor Stock pursuant to an effective registration statement under the Securities Act; provided that a Public Offering shall not include an offering made in connection with a business acquisition or combination pursuant to a registration statement on Form S-4 or any similar form, or an employee benefit plan pursuant to a registration statement on Form S-8 or any similar form.

"**Regulations**" means the federal income tax regulations, including temporary (but not proposed) regulations promulgated under the Code.

"**Reserves**" shall mean funds set aside or amounts allocated to reserves that shall be maintained in amounts deemed sufficient by the Board of Managers for working capital and to pay taxes, insurance, debt service, or other costs or expenses incident to the ownership or operation of the business of the Company, or incident to the liquidation of the Company.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Successor**" has the meaning ascribed thereto in Section 13.01.

"**Successor Stock**" has the meaning ascribed thereto in Section 13.02(b).

"**Super Majority**" shall mean seventy-five percent (75%).

"**Units**" as to any Member shall mean and refer to the cumulative number of Units of the Company held by such Member. The initial number of Units in the Company are shown next to the name of such Member on **Schedule A** of this Agreement.

ARTICLE II
FORMATION OF COMPANY

2.01 Formation. The Company was formed pursuant to Articles of Organization filed with the Secretary of State of the State of Nevada on August 1, 2011.

2.02 Name. The name of the Company is MMAWC L.L.C. d/b/a World Series of Fighting.

2.03 Principal Place of Business. The principal place of business of the Company within the State of Nevada shall be 2520 St. Rose Parkway, Suite 310, Henderson, Nevada 89074. The Company may locate its places of business and registered office at any other place or places as the Board of Managers may from time to time deem advisable.

2.04 Registered Office and Agent. The registered agent of the Company for service of process shall be as set forth in the Articles or as changed by the Board of Managers from time to time. The Company shall have as its registered office in the State of Nevada the street address of its registered agent.

2.05 Term. Unless the Company is dissolved in accordance with the provisions of this Agreement, the Act, or other laws of the State of Nevada, the existence of the Company shall be perpetual.

ARTICLE III
BUSINESS OF THE COMPANY

3.01 Permitted Businesses. The purpose of the Company shall be to engage in any lawful business and to do any lawful act concerning any and all lawful business for which a limited liability company may be organized under the laws of the State of Nevada.

3.02 Limits on Foreign Activity. The Company shall not directly engage in business in any state, territory or country that does not recognize limited liability companies or the effectiveness of the Act in limiting the liabilities of the Members of the Company. If the Company desires to conduct business in any such state, it shall do so through an Entity that will ensure limited liability to the Members.

3.03 Limits on Trade or Business Activity. The Company shall not directly or indirectly except through a subsidiary classified as a corporation for U.S. federal income tax purposes engage in transactions that would cause the Company to be engaged in a U.S. trade or business within the meaning of Section 864(b) of the Code or would result in the Company earning income other than income described under Section 851(b)(2)(A) of the Code.

ARTICLE IV
ISSUANCE OF ADDITIONAL UNITS

4.01 Issuance of Units. The Company, by appropriate action of and in the sole and absolute discretion of the Board of Managers, shall be permitted to issue, allot, grant options over, sell, or otherwise dispose of Units in addition to those held by the Members as of the Effective Date (any such Units, the "New Units"), all on such terms and conditions as the Board of Managers deems fit in its sole and absolute discretion, for the purpose of raising additional capital for Company operations or for any other purpose whatsoever. Such New Units may or may not carry the same rights and obligations as the Units held by the Members as of the Effective Date, and may be sold or issued for such consideration (if any), and at such valuation as the Board of Managers elects in its sole and absolute discretion. Subject to Section 5.05 below, the issuance of New Units may have the effect of diluting the Members' Membership Interest in the Company. The Board of Managers may also impose restrictions on the New Units that do not apply to the existing Members' Units, whether in regard to distribution, voting, return of capital or otherwise. The Board of Managers may reserve an appropriate number of New Units for the time being unissued. Without limiting the foregoing, the Board of Managers may issue New Units to (or reserve new units for issuance to) WSOF-EIP, for the benefit of advisors, employees, officers, and directors of the Company on such terms as the Board of Managers determines in its sole and absolute discretion.

4.02 Classes. The Board of Managers may authorize the division of the New Units into any number of classes and the different classes shall be authorized, established and designated (or re-designated as the case may be) and the variations in the relative rights (including, without limitation voting and redemption rights, participation in profits and losses, vesting, and cash distributions), restrictions, preferences, privileges and payment obligations as between the different classes (if any) may be fixed and determined by the Board of Managers.

4.03 Subscriptions. The Board of Managers may refuse to accept any application or subscription for New Units, and may accept any application or subscription in whole or in part, for any reason or for no reason.

4.04 Fractional Units. The Company may issue fractions of Units and, if so issued, a fraction of a Unit shall be subject to and carry the corresponding fraction of liabilities, limitations, preferences, privileges, qualifications, restrictions, rights (including, without prejudice to the generality of the foregoing, voting and participation rights) and other attributes of a whole Unit. If more than one fraction of a Unit is issued to or acquired by the same Person such fractions shall be accumulated.

4.05 Lien Against Units. The Company has a first and paramount lien on every New Unit for all amounts (whether presently payable or not) payable to the Company with respect to the issuance of such New Unit and for all amounts owing by the holder of any Unit to the Company (whether or not presently payable). The Board of Managers may at any time declare a Unit to be wholly or in part exempt from the provisions of this Article. The Company may sell, in such manner as the Board of Managers in their absolute discretion think fit, any Unit on which the Company has a lien, if a sum in respect of which the lien exists is presently payable, and is not paid within five (5) business days after notice has been received or deemed to have been received by the registered holder of the Units, or to the Person entitled thereto by reason of his death or bankruptcy of the holder, demanding payment and stating that if notice is not complied with the Units may be sold. For giving effect to any such sale the Board of Managers may authorize any Person to execute an instrument to transfer the Units sold to, or in accordance with the directions of the purchaser. The purchaser or his nominee shall be registered as the holder of the Units comprised in any such transfer and the purchaser's or nominee's title to the Units shall not be affected by an irregularity or invalidity in the sale or the exercise of the Company's power of sale under this Agreement.

The net proceeds of the sale after deduction for expenses and fees incurred by the Company shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exist as is presently payable, and the residue shall (subject to a like lien for sums not presently payable as existed upon the Units prior to the sale) be paid to the Person entitled to the Units immediately prior to the sale.

ARTICLE V
MEMBERSHIP INTERESTS

5.01 Current Interests. The number of Units held by each Member is set forth opposite such Member's name on **Schedule A** attached hereto.

5.02 Securities Law Qualification. **THE MEMBERS ARE AWARE THAT THE MEMBERSHIP INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE. THE MEMBERSHIP INTERESTS CANNOT BE RESOLD OR TRANSFERRED WITHOUT (i) REGISTRATION UNDER THE SECURITIES ACT OR (ii) AN EXEMPTION FROM REGISTRATION. THERE IS NO PUBLIC TRADING MARKET FOR THE MEMBERSHIP INTERESTS, AND IT IS NOT ANTICIPATED THAT ONE WILL DEVELOP. ADDITIONALLY, THERE ARE SUBSTANTIAL RESTRICTIONS UPON THE TRANSFERABILITY OF THE MEMBERSHIP INTERESTS. SALE OR ASSIGNMENT BY A MEMBER OF ITS MEMBERSHIP INTERESTS OR SUBSTITUTION OF MEMBERS MAY BE SUBJECT TO CERTAIN CONSENTS. THEREFORE, MEMBERS MAY NOT BE ABLE TO LIQUIDATE THEIR INVESTMENTS IN THE EVENT OF AN EMERGENCY. FURTHER, MEMBERSHIP INTERESTS MAY NOT BE READILY ACCEPTED AS COLLATERAL FOR A LOAN. MEMBERSHIP INTERESTS SHOULD BE CONSIDERED ONLY AS A LONG-TERM INVESTMENT.**

5.03 Certificates of Interest. Each Member shall be entitled to have a certificate certifying the number of Units owned by such Member, which certificates shall in all instances be signed by a member of the Board of Managers. In addition to any other restrictive legends that may be imposed, each certificate evidencing ownership of the Units shall bear, and be subject to, the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER AS SET FORTH IN THE OPERATING AGREEMENT OF THE COMPANY.

5.04 Adjustments to Units. The Units of a Member shall be adjusted (i) upon the resignation of a Member under this Agreement or upon the redemption of Member's Units, to reflect the cancellation of Member's Units; (ii) upon the transfer by a Member of all or less than all of its Units under this Agreement; and (iii) upon the failure by a Member to fulfill capital commitments and/or make any required capital contributions.

5.05 Non-Dilution of Rogich and Zion.

a. Notwithstanding anything contained in this Agreement, the Members agree that Rogich's interest in the Company shall be deemed non-dilutable (unless Rogich agrees in writing that such interest may be diluted), unless and until such time as the Capital Threshold has been met. Accordingly, if at any time after the Effective Date additional Units of the Company are issued, Units of the Company shall

also be issued to Rogich so that Rogich at all times holds two percent (2%) of the issued and outstanding Units of the Company, unless and until such time as the Capital Threshold has been met. At and after such time as the Capital Threshold has been met, the Units held by Rogich may be diluted to the same extent, on a proportional basis, as any other Member's Units may be diluted. As used in this Agreement, "Capital Threshold" means $50,000,000.00, and the Capital Threshold shall have been met at such time as the Members and/or any person or entity who is admitted as a Member after the Effective Date have contributed or loaned to the Company, in the aggregate and since the formation of the Company, together with any accrued interest or accrued Priority Return on such loans or contributions, a total of $50,000,000.00.

b. Notwithstanding anything contained in this Agreement, the Members agree that Zion's interest in the Company shall be deemed non-dilutable (unless Zion agrees in writing that such interest may be diluted). Accordingly, if at any time after the Effective Date additional Units of the Company are issued, Units of the Company shall also be issued to Zion so that Zion at all times holds four and one half percent (4.5%) of the issued and outstanding Units of the Company. Zion will have no obligation to make any future capital calls.

ARTICLE VI
CONTRIBUTIONS TO THE COMPANY

6.01 Capital Contributions. The Units in the Company held by each Member are as set forth on **Schedule A** hereto. The total Capital Contributions (including Member Debt converted pursuant to Section 6.02 below) of each Member as of the Effective Date are set forth on **Schedule A**. Deifik Partnership shall contribute the Remaining Shah Capital ($258,556.00) to the Company at such time or times as is determined by the Board of Managers.

6.02 Contribution of Member Debt. Each of the Members holding Member Debt (except for Dealer Breaks) agrees that the entire balance of their respective Member Debt is hereby contributed to the Company as a Capital Contribution. Some of the Member Debt may be evidenced by Promissory Notes or other documents given by the Company (such documents, collectively, the "Notes and Debt Documents"). With respect to each Member's Member Debt and the Notes and Debt Documents, if any, evidencing each Member's Member Debt, each Member holding Member Debt (except for Dealer Breaks) hereby represents and warrants to the Company, and covenants and agrees, as follows:

a. The Member may or may not be in possession of the original Notes and Debt Documents evidencing its member Debt. To the extent that Member is in possession of the original Notes and Debt Documents, such originals have been delivered to Company concurrently with the execution of this Agreement and have been marked by the Member as "cancelled."

b. The Member is the legal and beneficial owner and holder of the Notes and Debt Documents evidencing its Member Debt. Neither the Member Debt nor the Notes and Debt Documents, nor any portion thereof, have been forgiven, discharged, satisfied, cancelled, assigned, subordinated, sold, transferred, encumbered, pledged, hypothecated or paid in full.

c. All Notes and Debt Documents are hereby cancelled, terminated, and of no further force or effect. All rights and privileges afforded to each Member under its respective Notes and Debt Documents are hereby agreed and declared to be terminated or waived or both. Any and all accrued interest, default interest, late fees, and other similar charges and fees are waived in their entirety.

d. The Member Debt constitutes the total amount of all debts owed to the Member or any of its Affiliates or related parties by the Company (it being acknowledged and agreed that capital contributions made by the Member to the Company are not debts of the Company).

e. Each Member hereby indemnifies the Company and the Company's employees, members, officers, managers, attorneys, affiliates, representatives and each of their successors and assigns (collectively, "Indemnitees"), against all losses, damages, costs and expenses, including, without limitation, attorneys' fees and costs, arising from the failure of such Member to produce the original Notes and Debt Documents related to its Member Debt and to mark them as "cancelled."

f. Each Member shall immediately deliver to the Company any original Notes and Debt Documents related to its Member Debt if found and mark any such document as "cancelled."

6.03 Additional Capital Contributions. Except as otherwise provided for under the Act and in Section 6.01 of this Agreement, unless all Members agree, no Member shall be obligated to make any additional Capital Contributions to the Company. If the Company needs additional capital to meet its obligations, it shall seek such capital in such manner as the Board of Managers shall determine, including, without limitation, in any of the following manners (without any particular order of priority):

a. From additional Capital Contributions from the Members in proportion to their Membership Interest (provided, however, that no Member shall be required to make any additional Capital Contributions to the Company);

b. From any source from which the Company may borrow additional capital, including, without limitation, any Member (provided, however, no Member shall be obligated to make a loan to the Company); or

c. By issuing New Units in accordance with the provisions of Article IV hereof.

6.04 Withdrawal or Reduction of Members' Contributions to Capital. Except as otherwise expressly provided herein, a Member shall not resign from the Company before the dissolution and winding up of the Company pursuant to this Agreement unless all Members consent, provided that a Member may deliver written notice to the Company of such Member's intention to abandon all right, title and interest in and to all Units held by such Member without any compensation to such Member, and such abandonment shall be effective as a resignation by such Member and such Member shall have no right to demand a return of its contribution to capital or to receive the fair value of such Member's Units.

6.05 No Interest on Capital Contribution. Except as otherwise provided herein, no Member shall be entitled to or shall receive interest on such Member's Capital Contribution or Capital Account.

6.06 Return of Contributions. Except as expressly provided in this Agreement, no Member shall be entitled to the return of any part of its Capital Contributions. No Capital Contribution that has not been returned shall constitute a liability of the Company, the Board of Managers or any Member. A Member is not required to contribute or to lend cash or property to the Company to enable the Company to return any Member's Capital Contributions.

ARTICLE VII
PROFITS, LOSSES, DISTRIBUTIONS AND TAX MATTERS

7.01 Distributions. Except as otherwise provided in Article XII hereof, and subject to the reasonably anticipated business needs and opportunities of the Company and the limitations set forth in the Act, the Board of Managers may elect, in its sole and absolute discretion, to distribute Net Cash From Operations and Net Cash From Sales and Refinancings to the Members at such intervals as the Board of Managers shall determine, in its sole and absolute discretion, from time to time as follows:

a. First, to the Members in proportion to and until each Member has received an amount equal to the excess, if any, of such Member's cumulative Priority Return (as defined in Section 7.03 of this Operating Agreement) from the Effective Date to the time of the distribution, over the sum of all prior distributions to such Member pursuant to this Section 7.01(a);

b. Second, to the Members in proportion and to the extent of their respective Unreturned Capital Contributions (as defined in Section 7.02 below); and

c. The balance, if any, to each Member, pro rata in proportion to the number of outstanding Units held by such Member as compared to all of the issued and outstanding Units in the Company.

7.02 Unreturned Capital Contribution. The "Unreturned Capital Contributions" of any Member on any particular date shall be equal to the excess, if any, of the aggregate of Capital Contributions made the Member, over the aggregate distributions then made as of such date to such Member pursuant to Section 7.01(b) or Article XII of this Agreement.

7.03 Priority Return. The "Priority Return" of any particular Member means a sum equal to twelve percent (12%) per annum, determined on the basis of a year of 365 or 366 days, as the case may be, for the actual number of days occurring in the period for which the Priority Return is being determined, cumulative (but not compounded), of the average daily balance of such Member's Unreturned Capital Contributions from time to time during the period for which the Priority Return relates.

7.04 Allocation of Profits and Losses. After giving effect to the special allocations set forth in Section 7.05, and subject to any limitations contained therein, profits and losses shall be allocated and, to the extent necessary, individual items of income, gain, loss or deduction, of the Company from all other sources shall be allocated among the Members in a manner such that the Capital Account of each Member, immediately after making such allocation, is, as nearly as possible, equal (proportionately) to the distributions that would be made to such Member if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their book value, all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the book value of the assets securing such liability), and the net assets of the Company were distributed in accordance with Section 12.02 to the Members immediately after making such allocation. The Company shall have the authority to vary the allocations from those set forth above, if after consultation with its tax advisors, such variation is reasonably necessary or appropriate in order to

reflect the intended economic arrangement among the Members, including the equitable allocation of tax liabilities. The losses allocated pursuant to this Section shall not exceed the maximum amount of losses that can be so allocated without causing any Person to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Persons being allocated losses would have Adjusted Capital Account Deficits as a consequence of an allocation of losses pursuant to this Section 7.04 the limitation set forth in this Section 7.04 shall be applied on a Person by Person basis so as to allocate the maximum permissible losses to each Person under Regulations Section 1.704-1(b)(2)(ii)(d). Notwithstanding the provisions of this Section 7.04, one hundred percent (100%) of the profits shall be allocated, prior to any other allocations of profits, to the Persons up to the aggregate of, and in proportion to, any losses previously allocated to each Person in accordance with this Section 7.04 in the reverse order in which such losses were allocated.

7.05 Special Allocations.

a. Qualified Income Offset. If a Person unexpectedly receives any adjustments, allocations, or distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4)-(d)(6), Section 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to each such Person in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Person as quickly as possible, provided that an allocation pursuant to this Section 7.05(a) shall be made only if and to the extent that such Person would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article VII have been tentatively made as if this Section 7.05(a) were not in the Agreement. This provision is intended to be a "qualified income offset" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted and implemented as therein provided.

b. Section 704(c) Allocations. In accordance with Code Section 704(c) and the applicable Regulations issued thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and initial Asset Value of such property. In the event the Asset Value of any Company Property is adjusted pursuant to this Agreement, subsequent allocations of income, gain, loss, and deduction with respect to such property shall take into account any variation between the adjusted basis of such property for federal income tax purposes and Asset Value of such property in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose of this Agreement. Allocations made pursuant to this Section 7.05(b) are solely for purposes of federal, state, and local taxes and shall not affect or in any way be taken into account in computing any Person's Capital Account or share of profits, losses, other items, or distributions pursuant to any provision of this Agreement. "Asset Value" with respect to any Company asset means: (1) the fair market value when contributed of any asset contributed to the Company by any Member; (2) the fair market value of any Company asset when such asset is distributed to any Member; (3) The fair market value of all Property at the time of the happening of any of the following events: (i) the admission of a Member to, or the increase of a Membership Interest of an existing Member in, the Company in exchange for a Capital Contribution; (ii) the grant of an interest in the Company as consideration for the provision of services to, or for the benefit of, the Company by an existing Member acting in a Member capacity, or by a new Member acting in a Member capacity or in anticipation of being a Member; (iii) the distribution of any asset distributed by the Company to any Member as consideration for a Membership Interest in the Company; (iv) the liquidation of the Company

under Regulations Section 1.704-1(b)(2)(ii)(g); or (4) in all other circumstances, the basis of the asset from time to time for federal income tax purposes. For purposes of the definition of Asset Value, fair market value shall be determined by the Board of Managers.

c. Minimum Gain Chargeback. Notwithstanding anything to the contrary in this Agreement, profits and losses shall be allocated as though this Agreement contained (and there is hereby incorporated herein by reference) a minimum gain chargeback and partner minimum gain chargeback provisions, which comply with the requirements of Regulations Section 1.704-2. For purposes of applying the minimum gain chargeback, nonrecourse deductions for any Fiscal Year shall be specially allocated among the Members in the same proportions that losses for any such Fiscal Year would be allocated under Section 7.04.

d. Allocations in Event of Recharacterization. If transactions between the Company and a Member or Transferee is recharacterized, imputed or otherwise treated in a manner the effect of which is to increase or decrease the profits or losses of the Company, and correspondingly decrease or increase the taxable income, deduction or loss of one or more Members, the allocations set forth in this Article VII shall be adjusted to eliminate, to the greatest extent possible, the consequences of such recharacterization or imputation.

e. Other Allocations. The Managers shall make such other special allocations as are required in order to comply with any mandatory provision of the Regulations or to reflect a Member or Transferee's economic interest in the Company determined with reference to such Person's right to receive distributions from the Company and such Person's obligation to pay the Company's expenses and debt.

f. Acknowledgment. The Members are aware of the income tax consequences of the allocations made by this Article VII and hereby covenant to be bound by the provisions of this Article VII in reporting each Person's share of Company profits and losses.

7.06 Accounting Method and Period. The books and records of account of the Company shall be maintained in accordance with the recommendation of the Company's accountants. The Company's accounting period shall be the calendar year.

7.07 Records and Reports. The Board of Managers shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Company, and the following documents shall be transmitted by the Board of Managers to Members as set forth below.

a. Financial Statements. To each Member no later than three (3) months after the close of each Fiscal Year, the following financial statements: (i) a balance sheet of the Company as of the beginning and close of such Fiscal Year; (ii) for such Fiscal Year, both a statement of Company net income or net loss as determined for financial purposes and a statement of profit or losses as determined above hereof; and (iii) a statement of such Member's Capital Account as of the close of such Fiscal Year, and changes therein during such Fiscal Year.

b. Tax Return Information. No later than three (3) months after the close of each Fiscal Year, the following documents: (i) to each Member a statement indicating such Member's share of each item of Company income, gain, loss, deduction or credit for such Fiscal Year for income tax purposes;

and (ii) to each Member a copy of each income tax return, federal or state, filed by the Company for such Fiscal Year.

c. Objection and Confidentiality. All information contained in any statement or other document distributed to any Member pursuant to this Section 7.07 shall be deemed accurate, binding and conclusive with respect to such Member unless written objection is made thereto by such Member to the Company no later than twenty (20) business days after the receipt of such statement or other document by such Member. Each Member covenants that the books and records of account, the items described above, and information on other Members shall only be used by the Member for a purpose related to such Member's interest in the Company and may not be disclosed (whether orally or in writing) to any third party other than in connection with a purpose related to such Member's interest in the Company. The unauthorized use or disclosure by a Member of any information disclosed under this Section 7.07 will cause severe and irreparable damages to the Company that may be difficult to measure with certainty or to compensate through damages. If a Member violates this Section 7.07(c), the Company shall have the right to seek injunctive relief in addition to all other remedies available to the Company at Law or equity.

ARTICLE VIII
RIGHTS AND DUTIES OF MANAGERS

8.01 General Management.

a. All business and affairs of the Company shall be managed under the direction of a Board of Managers (the "Board" or "Board of Managers"). The members of the Board shall be "managers" within the meaning of the Act (it being understood, however, that no Board member shall have the power or authority to bind the Company except as provided in this Agreement), and individual members of the Board are referred to from time to time in this Agreement as "Managers". Subject to Section 9.02, the Board shall have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company as set forth herein.

b. The Board may nominate from time to time a Manager Representative. Such Manager Representative may be listed as the sole Manager on public documents, such as the Articles of Organization and Annual List of the Secretary of State of Nevada, and shall be authorized to sign as the Manager of the Company in these ministerial instances. The Manager Representative shall have no other power or authority, except as delegated to him or her by the Board.

c. The Board shall direct, manage and control the business of the Company and, subject to the limitations and qualifications set forth in this Agreement, shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which the Board shall deem to be reasonably required in light of the Company's business and objectives. Without limiting the generality of the foregoing, the Board shall have power and authority to:

(i) acquire property from any Person as the Board may determine;

(ii) establish policies for investment and invest Company funds (by way of example but not limitation, in time deposits, short term governmental obligations, commercial paper or other investments);

(iii) make distributions of available cash to Members;

(iv) employ accountants, legal counsel, managers, managing agents or other experts or consultants to perform services for the Company with compensation from Company funds;

(v) enter into any transaction on behalf of the Company involving the incurrence of any indebtedness or the hypothecation, encumbrance, or granting of a security interest or lien upon any Company Property;

(vi) purchase liability and other insurance to protect the Company's Property and business;

(vii) organize Entities to serve as the Company's subsidiaries and to determine the form and structure thereof;

(viii) establish committees; delegate management decisions thereto; appoint members of the Board thereto and remove members of the Board therefrom;

(ix) establish offices of President, Vice President, Secretary, Treasurer, and other offices determined by the Board; delegate to such offices daily management and operational responsibilities; appoint Persons to act as members of such office and remove Persons therefrom;

(x) establish reasonable payments or salaries to Persons appointed as officers; and

(xi) cause the Company to engage the athletes, employees, agents, service providers, and professional advisors that the Company may require to carry out the Company's business.

8.02 Other Authorized Persons. Unless authorized to do so by this Agreement or by the Board, no Member, individual Manager, agent, or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. However, the Board may act (or may cause the Company to act) by a duly authorized power of attorney.

8.03 Appointment, Removal and Tenure of Board Members. The total number of members of the Board shall be a minimum of one (1) and a maximum of seven (7). The Board shall initially consist of three (3) members who shall be Bruce Deifik (the "Deifik Manager"), Bruce Bendell, and Haskel Iny. The Deifik Manager shall have three (3) votes on all matters considered or voted on by the Board, and Bruce Bendell and Haskel Iny shall each have one (1) vote. Subject to the foregoing, the number of members of the Board may be adjusted from time to time based on the vote of Members holding a Super Majority of the issued and outstanding Units. Each Board member shall serve from the date of his or her appointment to the Board until his or her earlier death, resignation or removal. A member of the Board may be removed at any time or from time to time, with or without cause or reason, by the vote of the Members holding a Super Majority of the issued and outstanding Units. If there exists any vacancy on the Board, a new member of the Board may be appointed by the vote of the Members holding a Super Majority of the issued and outstanding Units; provided, however, that the Deifik Partnership shall have the sole right to appoint fill any vacancy on the Board caused by the death, resignation or removal of the Deifik Manager.

8.04 Meetings of the Board; Action by Written Consent. Meetings of the Managers may be called at any time by any of the Board Members and upon not less than five (5) business days' notice to each other Board member, either personally, by telephone, by mail, by facsimile or by any other means of communication reasonably calculated to give notice. Notice of a meeting need not be given to any Board member if a written waiver of notice, executed by such Board member before or after the meeting, is filed with the records of the meeting, or to any Board member who attends the meeting without protesting prior thereto or at its commencement, the lack of notice. A notice and waiver of notice need not specify the purposes of the meeting. The place of the meetings of the Board shall be Las Vegas, Nevada at the address stated in the notice of meeting, or at such other place either within or outside of the State of Nevada consented to by all of the members of the Board. Meetings of the Board may also be held by means of conference telephone or similar communications equipment by means of which all members participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person. Any action permitted or required by the Act, the articles of organization of the Company or this Agreement to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by all of the members of the Board. Such consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Nevada.

8.05 Quorum and Acts of the Board. At all meetings of the Board, the Deifik Manager and at least one other member of the Board (whether present in person, by telephone or other means of telecommunication, or represented by proxy) shall be required to be in attendance to constitute a quorum for the transaction of business, and except as otherwise provided in this Agreement the vote of a majority of the voting power held by the Board members present at any meeting in person or by proxy at which a quorum is present shall be the act of the Board. A Board member may give a proxy to another Board member. If a quorum shall not be present at any meeting of the Board, the Board members present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present. Any instrument or writing executed on behalf of the Company by any one or more of the members of the Board shall be valid and binding upon the Company when authorized by such action of the Board.

8.06 Committees. The Board may designate one or more committees, each committee to consist of one or more of the members of the Board, or such other persons as may be designated by the Board. Any such committee, to the extent provided by the Board, shall have and may exercise all the powers and authority of the Board in the management of the business, property, and affairs of the Company. Each committee which may be established by the Board pursuant hereto may fix its own rules and procedures.

8.07 Board Members and Officers Have No Exclusive Duty to Company. Board members shall not be required to manage the Company as such person's sole and exclusive activity, and each Board member may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of any Board member or officer.

8.08 No Liability for Certain Acts. A member of the Board of the Company and each other duly appointed officer of the Company shall perform such person's duties, in good faith, in a manner such person reasonably believes to be in the best interests of the Company; provided that nothing contained herein shall prevent a member of the Board from acting in the interests of the Member or Members having appointed

such member to the Board. Such Board member or officer does not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. No such person shall be responsible to any Members because of a loss of their investment in the Company or a loss in the operations of the Company, unless the loss shall have been the result of the Board member or officer not acting in good faith as provided in this Section. A Board member or officer shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture; provided that the foregoing shall not relieve any Member of its duties and responsibilities under this Agreement. The foregoing provision shall not preclude liability on the part of a Board member or officer to a Member pursuant to any other agreement between such Member and a Board member or officer. Board members shall be entitled to any other protection afforded to a manager under the Act. A Board member or officer who so performs such person's duties shall not have any liability by reason of being or having been a Board member or officer of the Company. In performing the duties of a Board member or officer, such person shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed below unless such person has knowledge concerning the matter in question that would cause such reliance to be unwarranted:

a. one or more employees or other agents of the Company whom the Board member or officer believes in good faith to be reliable and competent in the matters presented;

b. legal counsel, public accountants, or other Persons as to matters that the Board member or officer believes in good faith to be within such Persons' professional or expert competence; or

c. a committee, upon which such Board member or officer does not serve, duly designated in accordance with the provisions of this Agreement, as to matters within its designated authority, which committee the Board member or officer believes in good faith to merit confidence.

8.09 Indemnity of Board Members and Officers.

a. The Company agrees to indemnify, pay, protect and hold harmless each Board member and officer from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of defense, appeal and settlement of any and all suits, actions or proceedings instituted against the such person or the Company and all costs of investigation in connection therewith) which may be imposed on, incurred by, or asserted against such person or the Company in any way relating to or arising out of, or alleged to relate to or arise out of, (i) any action or inaction on the part of the Company or on the part of a Board member or officer, acting in a manner believed in good faith to be in the best interests of the Company, (ii) in connection with the formation, operation and/or management of the Company, or the Company's purchase and operation of Property, and/or (iii) as a result of the Board member or officer agreeing to act as a Board member or officer of the Company or any subsidiary. If any action, suit or proceeding shall be pending or threatened against the Company or a Board member or officer relating to or arising out of, or alleged to relate to or arise out of, any such action or inaction, a Board member or officer shall have the right to employ, at the expense of the Company, separate counsel of such person's choice in such action, suit or proceeding and the Company shall advance the reasonable out-of-pocket expenses in connection therewith. The satisfaction of the obligations of the Company under this Section shall be from and limited to the assets of the Company, and no Member, Manager, or officer shall have any personal liability on account thereof. The foregoing rights of indemnification are in addition to and shall not be a limitation of any rights of indemnification as

provided in Sections 86.411 through 86.451 of the Act, as such may be amended from time to time.

b. This Section shall not limit the Company's power to pay or reimburse expenses incurred by a Board member or officer in connection with such person's appearance as a witness in a proceeding at a time when the Board member or officer has not been made a named defendant or respondent in the proceeding.

c. The Company may indemnify and advance expenses to an employee or agent of the Company who is not a Board member or officer to the same or to a greater extent as the Company may indemnify and advance expenses to a Board member or officer.

d. The Company shall use its best efforts to purchase and maintain insurance on behalf of any Person who is or was a Board member or officer, Member, employee, fiduciary, or agent of the Company or who, while a Board member or officer, Member, employee, fiduciary, or agent of the Company, is or was serving at the request of the Company as a manager, member, director, officer, partner, trustee, employee, fiduciary, or agent of any other foreign or domestic limited liability company or any corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability asserted against or incurred by such Person in any such capacity or arising out of such Person's status as such, whether or not the Company would have the power to indemnify such Person against such liability under the provisions of this Section. Any such insurance may be procured from any insurance company designated by the Board, whether such insurance company is formed under the laws of this state or any other jurisdiction of the United States or elsewhere.

8.10 Appointment of Officers. The Board members may appoint one (1) or more individuals to hold the offices of Chief Executive Officer, Chief Financial Officer, President, Vice President, Secretary, Treasurer or such other office as may be established from time to time by the Board, pursuant to Section 8.01, and to have duties and authority associated therewith that may be prescribed, from time to time, by the Board. Any such officer of the Company may, but need not, be a Board member. Each such officer of the Company shall hold office until such officer resigns or is removed or otherwise is disqualified to serve, or until such officer's successor is appointed. Any single individual can hold two (2) or more offices at the same time.

8.11 Removal and Resignation. Any officer may be removed, either with or without cause, by the Board at any regular or special meeting of the Board. Any officer may resign at any time by giving written Notice to the Board. Any such resignation shall take effect on the date of the Company's receipt of such Notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.12 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Article VIII for appointments to such office.

8.13 Expenses. The Company shall (or shall cause one of its subsidiaries to) reimburse the members of the Board for all reasonable out of pocket expenses incurred by such individual in connection with their attendance of any meeting of the Board, the board of managers, or of any subsidiary or any committee thereof.

ARTICLE IX
RIGHTS AND OBLIGATIONS OF MEMBERS; COMPETITIVE ACTIVITIES

9.01 Limitation of Liability. Each Member's liability shall be limited as set forth in this Agreement, the Act and other applicable Law. No Member shall be personally liable for any debts or losses of the Company, except as otherwise required by Law or as specifically assumed in writing by such Member. Without limiting the generality of the foregoing, no Member shall be obligated to personally guarantee any obligation of the Company.

9.02 Member Approval. Except as otherwise provided in this Section 9.02 or elsewhere in this Operating Agreement, the Board of Managers shall not be required to obtain the consent of the Members prior to engaging in any action or matter on behalf of the Company. In addition to any other items expressly set forth in this Operating Agreement, the Board of Managers shall obtain the affirmative vote or written consent of Members holding not less than a Super Majority of the issued and outstanding Units prior to engaging in the following matters:

a. Conveying, selling, assigning, licensing, leasing, or otherwise disposing or transferring, in one transaction or a series of transactions, all or substantially all of the Company Property or otherwise changing the business of the Company;

b. Commencing a voluntary Bankruptcy of the Company; or

c. Merging or consolidating the Company with another, or converting the Company into a corporation or any other form of Entity.

9.03 Priority and Return of Capital. Except as otherwise provided in Article VII and Article XII, no Member shall have priority over any other Member as to the return of Capital Contributions or as to profits, losses, or distributions. This Section 9.03 shall not apply to loans that a Member has made to the Company.

9.04 Non Competition. No Manager shall, during the period such Person is a Manager of the Company:

a. Directly or indirectly induce or encourage any employee of Company to become employed by any competitor of Company; or

b. Directly or indirectly, for a Manager's own benefit or for, with, or through any other Person, own, manage, operate, control, invest in, loan money to, or participate in the ownership, management, operation, or control of or be associated as a director, officer, employee, stockholder, partner, consultant, agent, independent contractor, or otherwise of any competitor of the Company.

The Managers acknowledge that violation of this Section 9.04 would cause irreparable injury for which there would be no adequate remedy at Law, and agree that the Company and the non-breaching Members/Managers shall be entitled to preliminary and other injunctive relief against such violation, including the recovery of reasonable attorney's fees and other costs incurred in the Action or Proceeding. Such injunctive relief shall be in addition to, and in no way in limitation of, any and all other remedies or rights which the non-breaching party shall have at Law or in equity.

The covenants of the Managers under this Section 9.04 shall be construed as agreements independent of any other provision of this Agreement, and the existence of any claim or cause of action by a Member or Manager against Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. If any of the covenants set forth in this Section 9.04 shall be deemed to be invalid, illegal, or unenforceable by reason of the extent, duration, or geographical scope thereof, or otherwise, then the court shall be empowered to reduce such covenants so as to be enforceable, and such covenants shall be enforced as so reduced. The Members and Managers acknowledge that any activities contemplated by the Consulting and Licensing Agreement dated October 15, 2012 (as amended) between the Company and WSOF Global Limited (as successor to Vince Hesser), and any related acts under such agreement do not constitute a violation of this Section 9.04.

9.05 Member Indemnity. The Company agrees to indemnify, pay, protect and hold harmless any Member (on demand and to the satisfaction of the Member) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever in any way relating to any agreement, liability, commitment, expense or obligation of the Company which may be imposed on, incurred by, or asserted against the Member solely as a result of such Member being a Member or becoming a Member (including, without limitation, all reasonable costs and expenses of defense, appeal and settlement of any and all suits, actions or proceedings instituted against the Member and all costs of investigation in connection therewith). The satisfaction of the obligations of the Company under this Section shall be from and limited to the assets of the Company, and no Member shall have any personal liability on account thereof. The foregoing rights of indemnification are in addition to and shall not be a limitation of any rights that may be provided in the Act.

9.06 List of Members. Upon written request of any Member directly holding Units, the Company shall provide a list showing the names, addresses and Units of the Members in the Company subject to the provisions of this Operating Agreement regarding Confidential Information.

9.07 Voting. Members shall be entitled to vote only on matters reserved for their approval or consent in the manner expressly specified herein.

9.08 Additional Members. Except with respect to employees holding Units pursuant to an employee option or incentive plan or as otherwise expressly provided herein (including, without limitation, any transfers permitted under Article XI), no Person shall be admitted to the Company as an additional Member without the consent of the Board of Managers.

9.09 Meetings. Unless otherwise prescribed by the Act, meetings of the Members may be called, for any purpose or purposes, by the Board (or a Managing Person duly authorized by the Board) or by Members holding a majority of the issued and outstanding Units. If Members holding a majority of the issued and outstanding Units shall meet at any time and place, including by conference telephone call, either

within or outside of the State of Nevada, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice.

9.10 Place of Meetings. Meetings shall take place at the Company's principal place of business, or at such other place if consented to by Members holding a majority of the Units.

9.11 Notice of Meetings. Except as provided in this Agreement, written notice stating the date, time, and place of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) Business Days nor more than fifty (50) calendar days before the date of the meeting, either personally or by mail, facsimile, or overnight or next-day delivery services by or at the direction of the Board, or the Member or Members calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered three (3) Business Days after deposit in the United States mail, postage prepaid, addressed to the Member at his or her address as it appears on the books of the Company. If transmitted by way of facsimile, such notice shall be deemed to be delivered on the date of such facsimile transmission to the fax number, if any, for the respective Member which has been supplied by such Member to the Board and identified as such Member's facsimile number. If transmitted by overnight or next-day delivery, such notice shall be deemed to be delivered on the next Business Day after deposit with the delivery service addressed to the Member at his or her address as it appears on the books of the Company. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, unless the adjournment is for more than thirty (30) calendar days. At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting.

9.12 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, the date on which notice of the meeting is mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless notice of the adjourned meeting is required to be given pursuant to Section 9.11 hereof.

9.13 Quorum. Members holding a majority of the issued and outstanding Units, represented in person or by proxy, shall constitute a quorum at any meeting of Members. Business may be conducted once a quorum is present.

9.14 Voting Rights of Members. Each Member shall be entitled to vote based on Units held. If all or a portion of a Membership Interest is transferred to an assignee who does not become a Member, the Member from whom the Membership Interest is transferred shall no longer be entitled to vote the Units transferred nor shall the Units transferred be considered outstanding for any purpose pertaining to meetings or voting. No withdrawn Member shall be entitled to vote nor shall such Member's Units be considered outstanding for any purpose pertaining to meetings or voting.

9.15 Manner of Acting. Except as otherwise expressly provided in the Act, the Company's articles of organization, or this Agreement, the affirmative vote of the Members holding a majority of the Units shall be the act of the Members.

9.16 Proxies. At all meetings of Members, a Member holding Units may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. No proxy shall be valid

after 11 months from the date of its execution, unless otherwise provided in the proxy.

9.17 Action by Members without a Meeting. Any action required or permitted to be taken by vote or at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, circulated to all the Members, signed by that percentage of the Members holding Units required to take or approve the action. Any such written consents shall be delivered to the Secretary of the Company (or other Managing Person duly authorized by the Board) for inclusion in the minutes or for filing with the Company records. Action taken by written consent under this Section shall be effective on the date the required percentage of the Members holding Units have signed and delivered the consent to the Secretary of the Company (or other Managing Person duly authorized by the Board), unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the written consent is circulated to the Members. Prompt notice of the taking of action by written consent shall be given to those Members who have not consented in writing.

9.18 Telephonic Communication. Members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person, except where the Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

9.19 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

9.20 Intellectual Property, Inventions and Patents. Each Member acknowledges that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work and mask work (whether or not including any Confidential Information) and all registrations or applications related thereto, all other proprietary information and all similar or related information (whether or not patentable) which relate to the Principal Line of Business which are conceived, developed or made by such Member or its Affiliates (whether alone or jointly with others), belong to the Company. The Members and Managers acknowledge that this Section 9.20 shall not apply to any, and shall not be deemed to conflict with, the activities, products or conduct as permitted under or contemplated by the Consulting and Licensing Agreement dated October 15, 2012 (as amended) between the Company and WSOF Global Limited (as successor to Vince Hesser).

ARTICLE X
BOOKS, RECORDS, AND ACCOUNTING

10.01 Books and Records.

a. The Company shall maintain or cause to be maintained books of account that reflect items of income and expenditure relating to the business of the Company. Such books of account shall be maintained on the method of accounting selected by the Company and on the basis of the Fiscal Year. Each Member, upon reasonable advance written notice to the Board, at such Member's own expense, shall have the right to inspect the Company's books and records at any time during normal Business Hours. The Members acknowledge that information directly or indirectly regarding the Company or any of its

direct or indirect subsidiaries constitutes business and commercial information not in the public domain or generally known in the mixed martial arts industry including, but not limited to methods, techniques, systems, customer lists, business opportunities, business plans, tax returns, operating and financial statements and knowledge of and experience in the mixed martial arts industry (collectively, "Confidential Information"). Except (i) with respect to its attorneys, accountants, consultants, other professional advisors and its Affiliates, (it being understood that the disclosing Member shall remain responsible for the compliance of any such receiving Entity with the obligations set forth in this Section 10.01(a) with respect to Confidential Information) and (ii) with respect to any Member, any Entity that has a need to know such information and is directed by the disclosing Member to keep such information confidential in accordance with the terms of this Section 10.01 (it being understood that the disclosing Member shall remain responsible for the compliance of any such receiving Entity with the obligations set forth in this Section 10.01(a) with respect to Confidential Information), or (iii) to the extent disclosure thereof is required by applicable law, regulation or court order, each Member agrees that it shall not disclose any Confidential Information to a third party. Each Member agrees that the Confidential Information will be used solely in connection with its investment in the Company. Notwithstanding the foregoing, "Confidential Information" does not include any information, materials, or data that: (A) were rightfully known to a Member prior to its receipt from the Company, or become rightfully known to such Member other than as a result of the relationship between the Company and such Member; (B) are or become generally available to the public other than as a result of such Member's unauthorized direct or indirect acts; (C) were disclosed to such Member by a third party with the right to disclose such information, materials, or data, without restriction or subject to restrictions to which such Member has conformed; or (D) were independently developed by a Member without use of any confidential or proprietary information of the Company.

b. The Company shall keep at its registered office such records as are required by the Act.

10.02 Tax Returns. The Company shall prepare and file, or cause to be prepared and filed, all income tax and other tax returns of the Company. The Company shall furnish to each Member a copy of all such returns together with all schedules thereto and such other information which each Member may request in connection with such Member's own tax affairs. A Schedule K-1 shall be provided by the Company to each Member as soon as possible after the end of the Company's tax year, but in no event later than 90 days after the end of such tax year.

10.03 Bank Accounts. The Company shall establish and maintain one or more separate accounts in the name of the Company in one or more federally insured banking institutions of its choosing into which shall be deposited all funds of the Company and from which all Company expenditures and other disbursements shall be made.

ARTICLE XI
TRANSFER OF UNITS
ADMISSION OF ADDITIONAL MEMBERS

11.01 Transfer of Units. No Member (a "Transferring Member") may assign, sell or transfer (a "Transfer") Units to a third Person (a "Transferee") without first complying with the requirements of this Article XI.

11.02 Permitted Transfers.

a. Subject to the terms and provisions of Section 11.03 and the Securities Act, at any time and from time to time, a Member may Transfer all or any portion of such Member's Units to any of the Persons listed below without the consent of the Board of Managers, any Member, or any other party ("Permitted Transfers"):

(i) To the Company;

(ii) To any other existing Member; or

(iii) To a trust for the benefit of the Member (with the trustee of such trust being obligated under the terms of such trust to hold such Units subject to the terms and provisions of this Agreement), or any other corporate form for estate planning purposes.

b. Notwithstanding any other term or provision of this Agreement, but subject to the fulfillment of the requirements set forth below in Section 11.03, upon completion of any Permitted Transfer such Transferee shall be admitted to all of the rights and powers of a Member, including, without limitation, the right to vote the Units to the extent permitted under this Operating Agreement, and shall be subject to all of the restrictions and liabilities of the Member making the Transfer; provided, however, that in every such event the Member making the Transfer is not released from liability to the Company.

11.03 Substitute Members: Rights of Transferees. Upon receipt of a Unit, a Transferee shall become a Member only if and when each of the following conditions is satisfied:

a. The Transferring Member shall send written notice to the Board of Managers setting forth the name and address of the Transferee, the Units Transferred and the effective date of the Transfer;

b. The Transfer shall not cause the Company to be in default under any debt;

c. The Transferee (and such Transferee's spouse, where applicable) shall execute and deliver to the Company: (i) a counterpart of this Agreement, thereby binding such Transferee (and such Transferee's spouse, where applicable) to the terms and provisions of this Agreement, and (ii) such other documents and instruments as the Board of Managers deem necessary or appropriate for admission of the Transferee as a Member; and

d. Unless the Board of Managers approve otherwise, the Transferee shall reimburse the Company for all reasonable accounting, legal and other expenses incurred by the Company in connection with the Transfer of Units to such Transferee and the admission of such Transferee as a Member.

11.04 Transfer to Third Person. Except as provided in Section 11.02, no Person shall Transfer Units to a third Person, unless such Transfer of Units is (i) approved by the Board of Managers, and (ii) the provisions of Section 11.03 are satisfied. If any such Transfer of Units is approved and the admission of such Transferee as a Member is consented to as required by this Section 11.04, then such Transferee shall be admitted to all of the rights and powers of a Member, including, without limitation, the right to vote the Units as permitted under this Operating Agreement, and shall be subject to all of the restrictions and

liabilities of the Transferring Member; provided, however, in every such event the Transferring Member is not released from liability to the Company. Until such time, if any, as a Transferee is admitted to the Company as a substitute Member in accordance with the terms and provisions of this Section 11.04: (i) such Transferee shall be an assignee only, and such Transferee only shall receive, to the extent Transferred, the distributions and allocations profits and losses to which such Transferred Units are entitled; and (ii) such Transferee shall not be entitled or enabled to exercise any other right or power of a Member; provided, however, such assignee shall be subject to all of the terms, conditions, restrictions and obligations set forth in this Agreement. If any such Transferee desires to make a further Transfer of any Units, then such Transferee shall be subject to all of the terms and provisions of this Agreement to the same extent and in the same manner as any Member desiring to make a Transfer.

11.05 Governmental and Administrative Approvals. The Company shall apply for and use commercially reasonable efforts to obtain all Governmental Authority approvals required in connection with the purchase and sale of Units under this Agreement; provided, however, that the Company shall have no duty to participate in, cause or pay for any registration or qualification procedure under federal or state securities laws. The Members shall cooperate in obtaining such approvals and shall execute all documents that may be required to be executed by the Members in connection with such approvals. The Transferring Member and/or the Transferee shall pay all costs and filing fees in connection with obtaining such approvals.

ARTICLE XII
DISSOLUTION AND TERMINATION

12.01 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events (a "Dissolution Event"):

a. if the Company voluntarily enters bankruptcy or another insolvency proceeding that contemplates its final liquidation, or does so involuntarily and such proceeding is not vacated or dismissed within 120 days after commencement thereof; or

b. by the vote or written consent of the Members holding not less than a Super Majority of the Units.

The death, withdrawal, resignation or termination of any Member for any reason shall not constitute a Dissolution Event. As soon as possible following the occurrence of any Dissolution Event, the appropriate duly authorized representative of the Company shall make all filings and do all acts necessary to dissolve the Company.

12.02 Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the assets of the Company shall be distributed in the following order:

a. First, to pay those liabilities to creditors, in the order of priority as provided by Law; and

b. The balance, if any, to the Members in accordance with Section 7.01 of this Agreement.

12.03 Winding Up. Except as provided by Law, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contributions. If the Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contributions of each Member, such Member shall have no recourse against any other Members or any Manager. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Board (or other Managing Person duly authorized by the Board), who is hereby authorized to take all actions necessary to accomplish such distribution, including without limitation, selling any Company assets the Board deems necessary or appropriate to sell. In the discretion of the Board, a pro rata portion of the amounts that otherwise would be distributed to the Members under this Article may be withheld to provide a reasonable reserve for unknown or contingent liabilities of the Company.

12.04 Notice of Dissolution. Within 90 days of the happening of a Dissolution Event, the Board (or other Managing Person duly authorized by the Board) shall give written notice thereof to each of the Members, to the banks and other financial institutions with which the Company normally does business, and to all other parties with whom the Company regularly conducts business.

12.05 Deficit Balance as Non Recourse. If any Member's Capital Account has a deficit balance (after giving effect to all contributions, distributions, and allocations for all Fiscal Years, including the Fiscal Year during which liquidation occurs), such Member shall have no obligation to contribute to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purposes whatsoever, except to the extent of any required but unpaid Capital Contribution or as otherwise provided in the Act.

ARTICLE XIII
CHANGE IN BUSINESS FORM

13.01 With the vote or consent of the Members holding a Super Majority of the Units, the Board may upon any initial Public Offering, and the Board shall upon a qualified Public Offering, elect to cause the Company to reorganize as a corporation (the "Successor") in accordance with this Article XIII in anticipation of registration of the common stock of such Successor. The method of effecting such reorganization, whether by merger with and into a corporate subsidiary of the Company or otherwise, shall (subject to the remaining provisions of this Article XIII) be determined by the Board in its discretion; provided that (i) the Company shall to the extent feasible under the circumstances effect any such reorganization in a manner which avoids creation of a taxable income for the Company or any Member and (ii) the Company shall not effect any such reorganization in a way that would adversely affect a Member in a manner disproportionate to any adverse effect such reorganization would have on other Members (not including any disproportionate adverse effect on the particular tax status or attributes of a Member), without the written consent of such Member.

13.02 Each of the Members hereby agrees to take such actions as are reasonably required to effect such reorganization as shall be determined by the Board and irrevocably authorizes and appoints each of the Managers who are in office at such time as such Member's representative and true and lawful attorney-in-fact and agent to act in such Member's name, place and stead as contemplated in this Article XIII and to execute in the name and on behalf of such Member any agreement, certificate, instrument or document to be delivered by the Members in connection with any such reorganization as determined by the Board (but with such power of attorney to be exercised only in the event of the failure of such Member to comply with this Article XIII). In connection with any such reorganization, each of the

transactions described in clauses (a) through (d) below shall be consummated as provided below and deemed to have occurred simultaneously:

a. The Successor shall be organized as a Nevada or Delaware corporation, with customary charter and by-laws, each reasonably acceptable to the Board;

b. Each Unit shall (effective upon and subject to the consummation of such initial Public Offering) convert into shares of common stock of the Successor (the "Successor Stock"), and the shares of Successor Stock shall be allocated among the holders in exchange for their respective Units such that each holder shall receive a number of shares of Successor Stock equal to the quotient of (i) the amount such holder would have received in respect of such holder's Units in a liquidation or dissolution at the time of the initial Public Offering, divided by (ii) the price per share at which the common stock is being offered to the public in the initial Public Offering, in each case net of underwriting discounts and commissions;

c. The Successor shall expressly acknowledge and assume the obligations and liabilities of the Company, including its remaining obligations under this Agreement and as otherwise described in clause (b) above, with such conforming changes as may be necessary or appropriate to reflect the corporate status of the Successor, and in connection with such transactions and those described above the Members shall take such action as may be necessary to consolidate the Company as part of the Successor to the extent such consolidation does not occur by operation of law; and

d. The Successor (and the Company) shall use commercially reasonable efforts to make all filings, obtain all approvals and consents and take such other actions as may be necessary, desirable or appropriate to effectuate the reorganization contemplated by this Section 13.02.

13.03 Without limiting the generality of the foregoing or any other provision of this Agreement, it is understood and agreed that the following structures for any such reorganization and subsequent initial Public Offering shall be utilized by the Company and approved by the Board:

a. The organizational documents of the Successor and/or a stockholders' or other agreement, as appropriate, shall provide that the rights and obligations of the Members hereunder (to the extent such rights and obligations survive consummation of an initial Public Offering) shall continue to apply in accordance with the terms thereof unless the parties thereto otherwise agree in writing pursuant to the terms thereof.

b. In the event of an initial Public Offering, the Company shall, and each Member shall use commercially reasonable efforts to, take all necessary or desirable actions requested by the Board in connection with the consummation of such initial Public Offering, including consenting to, voting for and waiving any dissenters rights, appraisal rights or similar rights with respect to a reorganization of the Company pursuant to the terms of this Article XIII and compliance with the requirements of all laws and regulatory bodies which are applicable or which have jurisdiction over such initial Public Offering. The Company shall pay all filing fees necessary to obtain all authorizations and approvals required by the Hart-Scott-Rodino Antitrust Improvements Act of 1976 as amended and the rules and regulations promulgated thereunder that are required for the consummation of the reorganization contemplated in this Article XIII.

13.04 Nothing in this Operating Agreement shall be construed to require a Member to disclose to any third party or governmental entity the identities of partners, shareholders or members of such

Member or any of its Affiliates or investment advisers, or other confidential proprietary information of a Member or any of its Affiliates or investment advisers.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

14.01 Notices. Except as otherwise expressly provided herein, any notice or communication required or permitted to be given by any provision of this Agreement, including, but not limited to, any consents, shall be in writing and shall be deemed to have been given and received by the Person to whom directed (a) when delivered personally to such Person or to an officer or partner of the Member to which directed, (b) when transmitted by facsimile or e-mail transmission, with evidence of a confirmed transmission, to the facsimile number or e-mail address of such Person who has notified the Company and every other Member of its facsimile number and e-mail address and received during Business Hours on a Business Day at the destination of such facsimile or e-mail transmission, (c) three (3) Business Days after being posted in the United States mails if sent by registered, express or certified mail, return receipt requested, postage and charges prepaid, or (d) one (1) Business Day after deposited with overnight courier, return receipt requested, delivery charges prepaid, in either case addressed to the Person to which directed at the address, if any, shown on **Schedule A** attached hereto, or such other address of which such Person has notified the Company and every other Member. If no address appears on **Schedule A** and if the Company and the Members have not been notified of any other address at which such Person shall receive notifications, then a notice delivered to the Board (or other person duly authorized by the Board), who shall reasonably attempt to forward the notice to such Person, shall constitute sufficient notice to such Person.

Notices shall be addressed as follows:

If to the Company: To the Company's principal office.

If to a Member or Manager: To the address appearing on **Schedule A** or to the address then appearing for the Member or Manager on the books and records of the Company or at such other address as a Person may from time to time designate by notice hereunder.

14.02 Application of Nevada Law.

a. This Agreement, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Nevada, and specifically the Act.

b. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

c. The parties hereto hereby irrevocably submit to the jurisdiction of the State of Nevada or federal court in or for Clark County, Nevada, in any action or proceeding arising out of or relating to this Agreement and the parties hereto hereby irrevocably agree that all claims in respect of such action

or proceeding may be heard and determined in such State of Nevada court or such federal court. The parties hereto hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

14.03 Waiver of Action for Partition or Derivative Action. Each Member irrevocably waives any right to maintain an Action or Proceeding for partition with respect to the Company Property. The right of any Member or Member to maintain an Action or Proceeding by or in the right of the Company or for any similar derivative relief is hereby denied.

14.04 Amendments. Except with respect to amendments to **Schedule A** that are required from time to time to correctly reflect the then-current ownership of the Company which shall not require the consent of any other party, amendments, modifications or revisions, in whole or in part, to this Agreement shall require the vote or consent of Members holding at least seventy five percent (75%) of the issued and outstanding Units. Notwithstanding the foregoing, under no circumstances shall the rights granted to Rogich and Zion under Sections 5.05, 9.11, 9.14, 10.01 be changed, amended, or modified without Rogich's or Zion's, as the case may be, express written consent.

14.05 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and vice versa.

14.06 Headings. The headings in this 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 Agreement or any provision hereof.

14.07 Waivers. The failure of any Person to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation, except in the event of a written waiver to the contrary that specifically states that this Section 14.07 shall be inapplicable.

14.08 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any Person shall not preclude or waive the right or use of any or all other remedies, subject to the provisions of this Agreement. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise, subject to the provisions of this Agreement.

14.09 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by Law.

14.10 Heirs, Successors, and Assigns. Each and all of the covenants, terms and provisions, herein contained shall be binding upon and inure to the benefit of the Members and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.

14.11 Creditors; Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by (i) any creditors of the Company or (ii) any Person not a party to this

Agreement or (iii) any Person not expressly granted the rights of a third-party beneficiary hereunder. The provisions of this Agreement are not intended to be for the benefit of and shall not confer any rights on any creditor or other Person (other than a Member in such Member's capacity as a Member) to whom any debts, liabilities or obligations are owed by the Company or any of the Members.

14.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Execution and or delivery of signature pages to this Agreement by facsimile or other electronic means (such as .pdf files by email) shall be sufficient to bind the parties to this Agreement.

14.13 Further Assurances. The Members and the Company agree that they and each of them will take whatever action or actions as are deemed by counsel to the Company to be reasonably necessary or desirable from time to time to effectuate the provisions or intent of this Agreement, and to that end, the Members and the Company agree that they will execute, acknowledge, seal, and deliver any further instruments or documents which may be necessary to give force and effect to this Agreement or any of the provisions hereof, or to carry out the intent of this Agreement or any of the provisions hereof.

14.14 Entire Agreement. This Agreement, including **Schedule A** attached hereto, constitute the entire agreement and is intended by all parties hereto to be an integration of all the promises, oral or written agreements, conditions, understandings, warranties, and representations among the parties hereto with respect to the Company, and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among them other than as set forth herein. For the avoidance of doubt, this Agreement, including **Schedule A** attached hereto, supersede all prior agreements and undertakings, both written and oral, express or implied, among the parties with respect to the subject matter hereof and thereof.

14.15 Time of Essence. Time is of the essence of this Agreement and all of the terms, provisions, covenants and conditions hereof.

14.16 Attorneys' Fees. In the event of an action or other proceeding to enforce any rights arising under this Agreement, the party prevailing in such Action or Proceeding shall be paid all reasonable costs and attorneys' fees by the other party, such fees to be set by the court and not by a jury and to be included in any order entered in such Action or Proceeding.

14.17 Neutral Interpretation. Each Member and the Managers, by their execution of this Agreement, covenant and acknowledge that they have been advised that this is an important legal document, that each such party should consult legal counsel regarding its effect and the consequences of executing it (including, without limitation, tax consequences), and that any failure of any party hereto to consult such legal counsel is acknowledged to be a deliberate decision by such party that such consultation is not desired or necessary. Each Member and the Managers, by their execution of this Agreement, covenant and agree that in the interpretation and construction of this Agreement, no inference or interpretation may be drawn against any party that drafted this Agreement or any portion thereof by reason of such draftsmanship, nor shall any inference or interpretation be drawn against any party due to the relative bargaining positions of the parties.

14.18 Force Majeure. Except for any obligation to make additional Capital Contributions or other payments when due under this Agreement, the obligations of a Member or any Manager, shall be suspended

to the extent and for the period that performance is prevented by in whole or in part by a Force Majeure Event. The affected Member or Manager shall give notice to the other Members and Managers of the Force Majeure Event and the suspension of performance, stating in the notice the nature of and the reasons for the Force Majeure Event and its estimated duration. The affected Member or Manager shall resume performance as soon as reasonably possible.

[signature page follows]

IN WITNESS WHEREOF, this Operating Agreement has been executed by the Members as of the date first above written.

MEMBERS:

ROGICH 2004 FAMILY
IRREVOCABLE TRUST

By:_____
Sig Rogich, Trustee

RDS REVOCABLE TRUST DATED JUNE 3, 2011

By:_____
Rey Sefo, Trustee

JANIS LAVERTY JONES REVOCABLE TRUST
By:_____
Janis Laverty Jones, Trustee

DREAMWORK LLC

By: Dreamwork Management Inc.
Its: Manager

By: _____
Haskel Iny, President

ZION WOOD O.B. WAN TRUST

By:_____
Name: Shannon L. Wright
Its: Trustee

_____
BRUCE BENDELL

DEALER BREAKS LLC

By:_____
Name:_____
Its:_____

Nancy and Bruce Deifik Family Partnership LLLP,
a Colorado limited liability limited partnership

By: _____
Name: _____
Its: _____

WSOF-EIP, LLC,
a Nevada limited liability company

By: _____
Bruce Deifik, Manager

SCHEDULE A
MEMBER'S UNITS AND CAPITAL CONTRIBUTIONS
[as of the Effective Date]

MEMBER NAME AND ADDRESS	UNITS	TOTAL CAPITAL CONTRIBUTIONS (including Member Debt contributed under Section 6.02)
RDS Revocable Trust date June 3, 2011	3.42	$0
Rogich 2004 Family Irrevocable Trust 11920 Southern Highlands Pkwy, Suite 301 Las Vegas, Nevada 89141	5.94	$0
Janis Laverty Jones Revocable Trust	1.04	$44,160
Bruce Bendell	42.31	$3,054,658
Dealer Breaks LLC	5.41	$529,480
Zion Wood O.B. Wan Trust 3275 S. Jones Blvd., Suite 104 Las Vegas, Nevada 89146	13.34	$1,066,800
Nancy and Bruce Deifik Family Partnership LLLP 1550 Market Street, Suite 400 Denver, CO. 80202	199.84	$11,892,057
Dreamwork LLC 8350 W. Sahara Avenue, Suite 210 Las Vegas, Nevada 89117	24.34	$1,977,934
WSOF-EIP, LLC 2520 St. Rose Parkway, Suite 310 Henderson, Nevada 89074	1	$0
	Total Units Outstanding*: 296.64	Total Capital Contributions*: $18,565,089

*As of the Effective Date

SCHEDULE B
MEMBER DEBT CONTRIBUTED AS
CAPITAL CONTRIBUTIONS UNDER SECTION 6.02

MEMBER	AMOUNT OF MEMBER DEBT CONTRIBUTED
RDS Revocable Trust date June 3, 2011	$0
Rogich 2004 Family Irrevocable Trust	$0
Janis Laverty Jones Revocable Trust	$0
Bruce Bendell	$1,393,991
Dealer Breaks LLC	$0
Zion Wood O.B. Wan Trust	$0
Nancy and Bruce Deifik Family Partnership LLLP	$3,999,189
Dreamwork LLC	$457,354
WSOF-EIP, LLC	$0
Total Contributed Debt:	$5,850,534

EXHIBIT 4

Agreement

EXHIBIT B

(the Amendment to Consulting and Master Licensing Agreement Per Section 2)

AMENDMENT TO
CONSULTING AND MASTER LICENSING AGREEMENT

This AMENDMENT TO CONSULTING AND MASTER LICENSE AGREEMENT (the "Amendment") is entered into as of February 19, 2016 ("Effective Date") between MMAWC L.L.C., a Nevada limited liability company ("MMA"), and WSOF Global Limited, a Hong Kong company ("Consultant") (each a "Party" and collectively the "Parties").

Recitals[1]

WHEREAS, Vincent Hesser and MMA entered into that certain Consulting and Master Licensing Agreement dated October 15, 2012 ("Master License");

WHEREAS, prior to the date hereof, Vincent Hesser assigned all of his rights in and interest to the Master License to Consultant;

WHEREAS, the Master License was additional consideration for the initial member capital investment from Zion Wood OB Wan Trust into MMA;

WHEREAS, the Master License provides that all modifications must be in writing and signed by the parties; and

WHEREAS, in connection with the settlement of certain disputes between MMA and Consultant, MMA and Consultant desire to amend the Master License as set forth in this Amendment.

Amendments to the Master License

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the Parties agree to modify the Master License as follows:

1. **Licensed Rights and Geographical Scope of License.**

1.1. MMA confirms that it grants to Consultant the exclusive right to use the Licensed Marks in conjunction with a Permitted Designation in connection with the Licensed Use during the term set out in the Master License (as amended hereby) in compliance with the terms and conditions set out in the Master License (as amended hereby), in those portions of the world that are not part of the WSOF Territory (as defined below). MMA reserves all rights with respect to the Licensed Marks not expressly granted in the Master License (as amended hereby).

[1] The recitals and any footnotes contained in this Agreement are an integral part of this Agreement.

Consultant shall comply with the requirements reasonably established by MMA in connection with use of the Licensed Marks. Consultant acknowledges that MMA is the owner of all right, title and interest in and to the Licensed Marks alone and in connection with any Permitted Designation, except as set out in the Master License (as amended hereby). Consultant shall not acquire any trademark rights in the Licensed Marks alone or in connection with any Permitted Designation. Consultant shall not alter, amend, or combine the Licensed Marks with any other mark except any Permitted Designation. Consultant shall ensure that it uses the Licensed Marks with Permitted Designations only in connection with Licensed Use and the Licensed Events and in compliance with the Unified Mixed Martial Arts rules and regulations and the standards for broadcast established by the party who is broadcasting the Licensed Event (if any). Consultant shall be permitted to use the Licensed Marks with Permitted Designations in the manner and as contemplated by the Master License (as amended hereby).

1.2. The Parties agree that the geographic area within which Consultant shall be permitted to use the Licensed Marks for the Licensed Use pursuant to the terms of the Master License (as amended hereby) shall be any part of the world other than North America (including Canada, the United States and its territories and possessions, including, but not limited to, Puerto Rico, Guam, American Samoa, and the U.S. Virgin Islands, and U.S. ships at sea), the Islands of the Caribbean Basin, Mexico and the countries that comprise any party of Central America, and South America (the "WSOF Territory"). Consultant shall have no right to license or promote mixed martial arts under the "World Series of Fighting" brand within the WSOF Territory, except as set forth in Section 3.4 below. The Parties agree that the Parties shall co-promote MMA events, on terms acceptable to both Parties in their reasonable discretion, on U.S. military bases and installations located outside of the WSOF Territory, and in connection with such events Consultant may use the Licensed Marks for the Licensed Use.

1.3 The Parties agree that although Consultant may enter into sublicenses under the Master License (as amended hereby), Consultant shall not be permitted to transfer or assign the Master License (as amended hereby), other than to an Affiliate, without MMA's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event Consultant desires to assign or transfer its rights under the Master License (as amended hereby), Consultant shall give MMA two (2) business days prior written notice. If MMA fails to respond within such two (2) business day period, MMA shall be deemed to have consented to such assignment or transfer.

2. **Compensation.**

2.1. Under the Master License, every event at which Consultant uses the Licensed Marks for the Licensed Use and every sublicense of the Licensed Marks for the Licensed Use negotiated by Consultant is required to contain terms that include payment to MMA of a

minimum license fee of: 1) 10% of Gross Revenue, or 2) 25% of net profits. The license fees earned by Consultant shall be split 20% to Consultant and 80% to MMA. Any such license fees, together with a full accounting of the revenue earned and fees paid to Consultant and MMA, shall be paid to MMA on a quarterly basis.

2.2. Consultant may from time to time participate in the funding of events licensed to third-parties under the Master License (as amended hereby). If Consultant elects to so participate in funding any event, then MMA shall likewise have the right to participate such events up to 50% the amount Consultant elects to fund. Consultant shall provide written notice, not less than 10 business days prior to the date of the event, of Consultant's intent to participate in funding an event, the amount Consultant intends to fund, the anticipated budget for the event, and the financial terms in which Consultant will share (percentage of revenues and other material financial terms) as a result of providing funding for the event. MMA shall have 10 calendar days from receipt of such written notice from Consultant to notify Consultant whether MMA intends to participate in the funding of the event, the amount MMA intends to fund, and to fund such amount by wiring funds to an account designated by Consultant. Time is of the essence, and in the event MMA fails deposit funds within such 10 calendar day period, MMA shall forfeit its right to participate in such event. Any amounts earned by Consultant or MMA under this Section 2.2 are in addition to, and not in lieu of, the amounts set forth in Section 2.1 above.

3. **Events.** The Consultant and MMA agree that from time to time, not to exceed three (3) events per calendar year, MMA may produce major mixed martial arts events in the exclusive territory of Consultant (i.e., outside North America, Central America, or South America), upon the following conditions:

3.1. MMA must give Consultant at least 90 days written notice before putting on an event, which notice shall describe the location of the event and the venue for the event.

3.2. MMA shall be solely responsible for funding any such event.

3.3. MMA shall not hold an event in the location designated in MMA's written notice to Consultant if Consultant advises MMA in writing, within 10 calendar days of Consultant's receipt of MMA's notice, that Consultant has already entered into a sublicense for the territory in the location MMA desires to hold an event or an event has been scheduled by the Consultant.

3.4. MMA and Consultant further agree that from time to time (not to exceed three (3) events per calendar year), Consultant and MMA may co-produce major mixed martial arts events in the WSOF Territory (other than the United States) on such terms and conditions as are mutually agreed upon by the Parties in their reasonable discretion. If Consultant desires to co-produce such an event but MMA elects not to so co-produce, Consultant may proceed to produce

the event at its sole expense (up to such three (3) events per calendar year), subject to the other terms of the Master License (as amended hereby).

4. **Website and Social Media.** Consultant may operate one or more websites intended to promote Consultant's business and clearly labeled as the website for Consultant's activities ("Consultant Website" or "Consultant Websites"). The Consultant Websites shall include a disclaimer reasonably sufficient to differentiate the Licensed Events from those offered by MMA. The Consultant Website shall include a prominent Link to the <wsof.com> website, and MMA's website shall include a prominent Link to the <wsofgc.com> website. Consultant may register and use during the term social media user names or handles comprised of the Licensed Marks with Permitted Designations for social media (including, without limitation, Facebook, Instagram, YouTube, and Twitter) to promote Consultant's events and business and such promotions shall include a disclaimer reasonably sufficient to differentiate the Licensed Events from those offered by MMA. If MMA references Consultant or Consultant's activities on MMA's website or social media sites, MMA shall include as part of such references a Link to the <wsofgc.com> website.

5. **Prohibited Conduct.** Consultant (including any sub-licensee or other third party with whom Consultant enters into an agreement under the Master License (as amended hereby)) shall not during term of the Master License (as amended hereby) or thereafter: (a) register any trademark, trade name or fictitious name within the WSOF Territory that incorporates the Licensed Marks (with or without any Permitted Designation) or any marks confusingly similar thereto, or without MMA's reasonable approval (which approval shall not be unreasonably withheld, conditioned, or delayed), register any trademark, trade name or fictitious name that incorporates the Licensed Marks (with or without any Permitted Designation) or any marks confusingly similar thereto outside of the WSOF Territory; (b) except with respect to any trademark registrations that MMA consents to Consultant completing as set out herein, act as a representative or agent of MMA or engage in any conduct that would imply to any third party that Consultant is an agent or representative of MMA; or (c) interfere or attempt to interfere with any contract or business relationship between MMA and any third party. The Parties acknowledge that an application for registration with the US patent and trademark office (the "USPTO") for the trademark "WSOF Global" has been filed by Consultant. Consultant shall abandon such application. MMA acknowledges that Consultant's right to use the trademark "WSOF Global" and the other Licensed Marks outside the WSOF Territory is part of the rights licensed under the Master License (as amended hereby). Furthermore, the Parties acknowledge that any trademarks, tradenames, or fictitious names registered by Consultant (reasonably approved by MMA) outside the WSOF Territory that incorporate the Licensed Marks (with or without any Permitted Designation) are the property of MMA (and all such registrations revert to and shall be assigned to MMA upon termination of the Master License), but are part of the rights licensed under the Master License (as

amended hereby). All registrations MMA consents to Consultant making under this Section 5 shall be completed by Consultant in the name of MMA as agent for MMA, but may be used by Consultant under the terms of the Master License (as amended hereby). MMA shall not interfere or attempt to interfere with any contract or business relationship between Consultant and any third party.

6. **Enforcement of Rights in the Licensed Marks.** Consultant shall not take any action to enforce rights in the Licensed Marks including, but not limited to, initiating opposition and cancellation proceedings and filing civil actions for infringement of rights in the Licensed Marks, unless Consultant obtains the prior written consent of MMA, which shall not be unreasonably withheld, conditioned, or delayed. In the even Consultant desires to enforce rights in the Licensed Marks, Consultant shall give MMA ten (10) business days prior written notice. If MMA fails to respond within such 10 business day period, MMA shall be deemed to have consented to Consultant enforcing rights in the Licensed Marks in a manner consistent such written notice from Consultant to MMA. If the event that MMA authorizes Consultant to take action to enforce rights in the Licensed Marks, MMA may impose reasonable conditions for doing so, including, but not limited to, requiring Consultant to: (a) take such action in its own name and not in the name of MMA; (b) obtain approval from MMA before entering into any settlement or agreement involving the Licensed Marks, which approval shall not be unreasonably withheld. If the event that MMA authorizes Consultant to take action to enforce rights in the Licensed Marks, the approved costs and expenses of enforcing the Licensed Marks shall be shared equally by MMA and Consultant.

7. **Breach.** In the event that Consultant materially breaches the Master License (as amended hereby), MMA shall provide Consultant with written notice of the breach. Material breach shall include, but is not limited to: (a) failure to timely pay a material amount due and owing to MMA; and (b) unauthorized use of any of the Licensed Marks within the WSOF Territory. Consultant shall have thirty (30) days to cure any material breach; provided, however, that in the event any material breach cannot be cured within such thirty (30) day period, Consultant shall have such reasonable period of time as is necessary to cure the material breach so long as Consultant commences to cure such material breach within such thirty (30) day period and diligently pursues such cure to completion. Subject to the provisions of Section 18 below, if Consultant fails to timely cure a material breach, MMA shall be entitled to all remedies available to it at law or in equity subject to Paragraph 18 of this Agreement.

In the event that MMA materially breaches the Master License (as amended hereby), Consultant shall provide MMA with written notice of the breach. MMA shall have thirty (30) days to cure any material breach; provided, however, that in the event any material breach cannot be cured within such thirty (30) day period, MMA shall have such reasonable period of time as is necessary to cure the material breach so long as MMA commences to cure such material breach within such

thirty (30) day period and diligently pursues such cure to completion. Subject to the provisions of Section 18 below, if MMA fails to timely cure a material breach, Consultant shall be entitled to all remedies available to it at law or in equity subject to Paragraph 18 of this Agreement.

8. **Effect of Termination.** Notwithstanding anything contained in the Master License, the term of the Master License shall continue until the date that is ten (10) years from the Effective Date. Upon expiration or termination of this License, Consultant shall immediately: (a) cease use of the Licensed Marks with or without the Permitted Designation except that the Consultant may phase out existing uses for a period of ninety (90) days; (b) assign or cease use of all domain names containing the Licensed marks to MMA; (c) assign or cease use of any social media user names or handles containing the Licensed Marks to MMA; and (d) cease holding Consultant out in any way as a Consultant of MMA or engaging in any conduct that may be reasonably construed as indicating any ongoing relationship with MMA. Consultant's obligation to pay fees or amounts to MMA shall continue until fully paid by Consultant. In the event Consultant desires to enter into any sublicense that extends beyond the term of the Master License (as amended hereby), Consultant shall present such sublicense to MMA for approval and written consent, which approval and consent shall not be unreasonably withheld. Consultant shall give MMA seven (7) business days' prior written notice. If MMA fails to respond within such seven (7) business day period, MMA shall be deemed to have consented to such sublicense. MMA agrees to continue to pay Consultant any fees and remuneration it would have earned under the terms of the Master License (as amended hereby) until expiration of all approved sublicenses.

9. **Notice of Claim or Suit.** Within ten (10) days after receipt of notice of any threatened or asserted claim, demand, suit, judgment, notice of breach, notice of default, or other adverse action of any kind or nature against Consultant related to the Master License (as amended hereby), Consultant shall provide MMA with written notice of the foregoing and complete copies of any documents relating thereto. Within ten (10) days after receipt of notice of any threatened or asserted claim, demand, suit, judgment, notice of breach, notice of default, or other adverse action of any kind or nature against MMA related to the Master License (as amended hereby), MMA shall provide Consultant with written notice of the foregoing and complete copies of any documents relating thereto.

10. **Indemnification**. Consultant shall indemnify and defend MMA, its subsidiaries, affiliates and related entities from any claim, loss, damage or demand of any kind or nature arising from or relating to: (a) the Consultant's use of the Licensed Marks with any Permitted Designation outside the scope of the Licensed Use or outside the WSOF Territory, and (b) any claim, including, but not limited to, claims for personal injury or property damage, arising out of or relating to the Licensed Use or Licensed Events.

MMA shall indemnify and defend Consultant, its subsidiaries, affiliates and related entities from any claim, loss, damage or demand of any kind or nature arising from or relating to any claim, including, but not limited to, (a) MMA's use of the Licensed Marks within the WSOF Territory, and (b) claims for personal injury or property damage, arising out of or relating to MMA's events within the WSOF Territory.

11. **Insurance.** Consultant shall secure general liability insurance coverage for its Licensed Events in an amount sufficient to cover reasonably anticipated potential losses or claims or to otherwise comply with any laws or regulations as promulgated by the regulatory authorities in the relevant geographic territories in which said events take place. Consultant shall provide MMA with a certificate from its insurer which shall certify that MMA is an additional named insured under the insurance policies.

12. **Competing Business.** Consultant will not, directly or indirectly, acquire or maintain any interest in Bellator or UFC. The foregoing shall not be construed to prohibit Consultant from acquiring stock in any entity that is publicly traded on a United States stock exchange, nor shall it be construed to prohibit Consultant from participating with or acquiring other mixed martial arts leagues or promotions.

13. **Choice of Law and Jurisdiction.** This License shall be governed by the laws of the State of Nevada without regard to that state's conflict of laws analysis, except with respect to trademark issues, which shall be governed by the Lanham Act. Any action brought by any of the parties to enforce the terms of this License or relating to the subject matter of this License shall be brought in the United States District Court for the District of Nevada in Las Vegas, Nevada, or, if the court declines to exercise jurisdiction, in state court in Clark County, Nevada. For the purposes of such an action, the parties to this License consent to personal jurisdiction in all courts in the State of Nevada. Failure of any Party at any time to require strict performance of any provision hereof shall not in any manner affect the right of such Party at a later date to enforce the same.

14. **Counterpart Execution.** To facilitate the execution of this License by the Parties, this License may be executed in subparts. A signature transmitted by facsimile or other electronic means (such as .pdf documents transmitted by email) shall have the same effect as an original signature.

15. **Definitions.** As used in the Master License (as amended hereby), the following terms have the following meanings:

"Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, a specified Person. For the purpose of this definition of Affiliate, the term "control" shall mean the possession, direct or indirect, of the

power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Broadcast Partner" means any network or cable television broadcast partner to whom MMA has licensed or granted, or may in the future license or grant, rights to broadcast or disseminate MMA events produced by MMA. As of the Effective Date, MMA's main Broadcast Partner is NBC Sports.

"Gross Revenue" means all revenue generated by Consultant relating in any way to the Licensed Marks, the Licensed Use, or the Licensed Events, including, without limitation, revenue from the sale of tickets, merchandise, concessions, advertising, sponsorships, broadcast rights, payments for sponsorship, payments or subsidies from any governmental authority, and any fees relating to the licensing or transmission of Licensed Events by any type of media whether now known or hereafter created (including, but not limited to television, pay per view, on demand, and streaming), and ancillary and related goods, services and events.

"Licensed Marks" means, without limitation, any and all trademarks, service marks, logos, insignias, designs, and all other commercial symbols which MMA now uses or hereafter adopts to identify the source and origin of its goods and services, including but not limited to, WSOF, World Series of Fighting, and any other marks owned or registered by MMA as of the Effective Date or in the future, in the form and format and with the designs or logos indicated by MMA from time to time.

"Licensed Use" means all of the following uses: (1) the organization, production, and hosting of MMA fights in compliance with the Unified Mixed Martial Arts rules and regulations ("Licensed Events"); (2) negotiating and entering into contracts with third parties relating to Licensed Events, including, without limitation, venues, fighters, and sponsors; (3) the advertising, marketing and promotion of Licensed Events; (3) the production and use of a "decagon" cage in connection with Licensed Events; (4) the sale of sponsorships associated with Licensed Events; (5) the production, manufacturing and sale of promotional merchandise and concessions; (6) the broadcast, filming and distribution rights associated with Licensed Events subject to standards established by the party broadcasting the Licensed Event; and (7) any and all other goods, services and events offered by Consultant.

"Permitted Designation" means one or more terms that Consultant must use in connection with the Licensed Marks to distinguish Consultant from MMA. Any Permitted Designation is subject to MMA's reasonable approval. By way of illustration only, a Permitted Designation might, include "Global" or "Asia," such that the Consultant would use "WSOF Global" or "WSOF Asia" to distinguish itself and the source and origin of its goods and services from MMA.

"Person" means a corporation, joint venture, partnership, limited liability partnership, limited partnership, limited liability limited partnership, limited liability company, trust, estate, business trust, association, governmental entity, and any other entity, or a natural person and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so requires.

16. **No Other Changes to the Master License.** Except as set forth in this Amendment, the parties agree that the Master License remains unchanged. There are no other modifications to the Master License other than this Amendment, and all other provisions of the Master License remain in full force and effect except as expressly amended herein.

17. **Notices.** All notices, requests and other communications provided for hereunder shall be in writing (including, unless the context expressly otherwise provides, by facsimile or email transmission, provided that any matter transmitted by facsimile or email shall be following promptly by delivery of a hard copy original thereof) and mailed (by certified mail, return receipt requested), faxed, emailed, or delivered to the following addresses or facsimile numbers:

If to MMA:

MMAWC L.L.C.
c/o Chief Executive Officer
2520 St. Rose Parkway, Suite 310
Henderson, Nevada 89074

With a copy to:

MMAWC L.L.C.
c/o Legal Counsel
2520 St. Rose Parkway, Suite 310
Henderson, Nevada 89074

And to:

Childs Watson & Gallagher, PLLC.
770 E. Warm Spring Road, Suite 225
Las Vegas, Nevada 89119
Attention: Christopher R. Childs
Facsimile: (702) 848-4533
Email: chris@childswatson.com

If to Consultant:

WSOF Global Limited
3275 South Jones Blvd., Suite 104
Las Vegas, Nevada 89146
Attention: Mr. Shawn Wright

With a copy to:

Mr. Byron Thomas
3275 South Jones Blvd., Suite 104
Las Vegas, Nevada 89146

or to such other address or number as shall be designated by such person in a written notice to the other party given in the manner required hereunder. All such notices, requests and communications shall, if transmitted by overnight delivery, be effective when delivered for overnight (next day) delivery on the next business day; or, if transmitted in legible form by email or facsimile machine on or before 5:00 p.m. on a business day, on such day, otherwise the next business day; or if mailed, upon receipt or the first refusal to accept such notice, request or other communication; or if delivered, upon delivery.

18. **Arbitration.** MMA and Consultant agree that any dispute, controversy, claim or any other causes of action whether based on contract, tort, misrepresentation, or any other legal theory, related directly or indirectly to the Master License (as amended hereby), which cannot be amicably resolved by the parties, shall be resolved by binding arbitration in accordance with the provisions of this Section 18. Unless the parties agree to use other rules, or the arbitrator deems other rules to be applicable, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is filed, and either the Federal Arbitration Act (Title 9, U.S. Code) or the applicable State of Nevada arbitration statute. The arbitration award or decision may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator's misapplication of the law, no evidence to support the award, or such other grounds for appeal of arbitration awards that exist by statute, common law or the applicable rules. If any party commences litigation in violation of this Section 18, or refuses or neglects to timely submit to arbitration in accordance with this Section, then such party shall reimburse the other party(s) for costs and expenses, including reasonable attorney's fees: (1) incurred in seeking abatement or dismissal of such litigation; and/or (2) incurred in judicially compelling arbitration. However, the foregoing does not preclude a party from seeking emergency relief, including injunctive relief, from a court of competent jurisdiction and the prosecution of a request for such emergency relief will not be deemed a breach or waiver of the provisions contained herein.

[signature page follows]

MMA:

MMAWC L.L.C.,
a Nevada limited liability company

_____
Signature

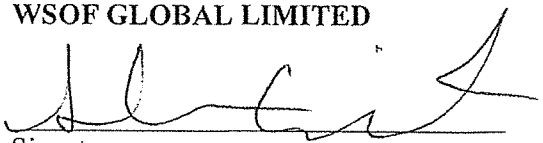
_____
Printed Name

_____
Title

_____
Date

CONSULTANT:

WSOF GLOBAL LIMITED


Signature

Shawn Wright
Printed Name

President
Title

2/19/16
Date

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Las Vegas, Nevada 89146
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Attorneys for PlaintiffS

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

ZION WOOD OBI WAN TRUST and SHAWN WRIGHT as trustee of ZION WOOD OBI WAN TRUST; WSOF GLOBAL LLC, a Wyoming limited liability company Plaintiffs, vs. MMAWC, LLC d/b/a WORLD SERIES OF FIGHTING a Nevada limited liability company; MMAX INVESTMENT PARTNERS INC. dba PROFESSIONAL FIGHTERS LEAGUE, a Delaware corporation; BRUCE DEIFIK, an individual; CARLOS SILVA, an individual; NANCY AND BRUCE DEIFIK FAMILY PARTNERSHIP LLLP, Colorado limited liability limited partnership; KEITH REDMOND, an individual; DOES I through X, inclusive; and ROE Corporations XX through XXX, inclusive, Defendants	CASE NO.: A-17-764118-C DISTRICT COURT DEPT: 27 **OPPOSITION TO DEFENDANT MMAWC, LLC d/b/a WORLD SERIES OF FIGHTING MOTION TO DISMISS** **Hearing Date: February 21, 2018** **Hearing Time: 9:00 a.m.**

Plaintiffs, **SHAWN WRIGHT, trustee of ZION WOOD OBI WAN TRUST and WSOF GLOBAL LLC** (hereinafter "Plaintiffs") by and through their undersigned counsel of record, Law Offices of Byron Thomas files this Opposition to Plaintiffs Motion to Dismiss ("Opposition"). The Opposition is based on the pleadings and papers on file, the Memorandum of Points and Authorities and Exhibits attached thereto and any oral argument ordered by the Court.

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MEMORANDUM OF POINTS AND AUTHORITIES

A. FACTS

Plaintiffs include the facts as alleged in their Complaint by reference and as if they were fully set out herein. See Plaintiffs' Complaint, General Allegations, attached hereto as Exhibit A.

B. STANDARD OF REVIEW

1. Motion to Dismiss Standard

The Court in determining whether sufficient facts have been plead in a complaint must keep in mind the following:

> In Nevada, pleadings are governed by NRCP 8, which requires only general factual allegations, not itemized descriptions of evidence. See NRCP 8 (complainant need only provide "a short and plain statement of the claim showing that the pleader is entitled to relief"); see also Breliant v. Preferred Equities Corp., 109 Nev. 842, 846, 858 P.2d 1258, 1260 (1993) ("The test for determining whether the allegations of a complaint are sufficient to assert a claim for relief is whether [they] give fair notice of the nature and basis of a legally sufficient claim and the relief requested."). Thus, a pleading need only broadly recite the "ultimate facts" necessary to set forth the elements of a cognizable claim that a party believes can be proven at trial. A pleading is not required to identify the particular "evidentiary facts" that will be employed to prove those allegations. See Jack Friedenthal, Mary Kane & Arthur Miller, Civil Procedure § 5.5 (4th ed. 2005) (discussing distinction between "ultimate facts" upon which a party bears the burden of proof, such as whether a breach of duty occurred, and the "evidentiary facts" such as particular testimony or exhibits that may be used to meet that burden of proof).
>
> Furthermore, Nevada is a "notice pleading" state, which means that the ultimate facts alleged within the pleadings need not be recited with particularity (except when required by NRCP 9, which is not at issue in this appeal), much less supported by citations to evidence and testimony within the pleading. See Hall v. SSF, Inc., 112 Nev. 1384 1391, 930 P.2d 94, 98 (1996) ("[A] complaint need only set forth sufficient facts to demonstrate the necessary elements of a claim for relief so that the defending party has adequate notice of the nature of the claim and the relief sought.") (internal quotation marks omitted); Pittman v.. Lower Court Counseling, 110 Nev. 359, 365, 871 P.2d 953, 957 (1994) ("Nevada is a notice pleading jurisdiction and we liberally construe pleadings to place matters into issue which are fairly noticed to the adverse party."), overruled on other grounds by Nunez v. City of N. Las Vegas, 116 Nev. 535, 1 P.3d 959 (2000). Thus, a plaintiff is entitled under NRCP 8 to set forth only general allegations in its complaint and yet be able to rely in trial upon specific evidentiary facts never mentioned anywhere in its pleadings.

Nutton v. Sunset Station, Inc. 357 P.3d 966, 974 (Nev. App., 2015).

C. **ARGUMENT**.

1. **The Arbitration Provision of the License Agreement is Void Pursuant to NRS 597.995**.

MMAWC, LLC d/b/a World Series of Fighting ("WSOF") argues that the arbitration clause in the parties' licensing agreement compels the Court to dismiss this case and force the parties' to arbitration. However, the Plaintiff did not specifically authorize the arbitration agreement, and therefore, it is void pursuant to NRS 597.995. NRS 597.995 states as follows:

> 1. Except as otherwise provided in subsection 3, an agreement which includes a provision which requires a person to submit to arbitration any dispute arising between the parties to the agreement must include **specific authorization** for the provision which indicates that the person has affirmatively agreed to the provision.
>
> 2. If an agreement includes a provision which requires a person to submit to arbitration any dispute arising between the parties to the agreement and the agreement fails to include the specific authorization required pursuant to subsection 1, the provision is void and unenforceable.
>
> 2. The provisions of this section do not apply to an agreement that is a collective bargaining agreement. As used in this subsection, collective bargaining has the meaning ascribed to it in NRS 288.033.

(Emphasis added). It is well settled law that if a statute is clear and unambiguous, Nevada Courts will give effect to the plain meaning of the words, without resort to the rules of construction. *Consipio Holding, BV v. Carlberg*, 128 Nev. ——, ——, 282 P.3d 751, 756 (2012). There can be no doubt that the language of NRS 597.995 is clear an unambiguous:

> The text of NRS 597.995 and that of Nevada's general arbitration statute, NRS 38.219, do not reveal an ambiguity with respect to NRS 597.995's broad scope and, in fact, militate against limiting NRS 597.007 to consumer contracts as Fat Hat urges. NRS 38.219(1) broadly states that, "[a]n agreement contained in a record to submit to arbitration any existing or subsequent controversy arising between the parties to the agreement is valid, enforceable and irrevocable except as otherwise provided in NRS 597.995.... " (emphasis added). NRS 597.995(1) provides that "an agreement which includes a provision which requires a person to submit to arbitration any dispute arising between the parties to the agreement must include specific authorization for the provision which indicates that the person has affirmatively agreed to the provision." If there is no specific authorization, then the arbitration provision is "void

> and unenforceable." NRS 597.995(2). NRS 597.995(3) creates an exception to NRS 597.995(1) and NRS 597.995(2), providing that they do not apply to collective bargaining agreements (CBAs). If NRS 597.995 only applied to consumer contracts, NRS 597.995(3) would be unnecessary. See Clark Cty. v. S. Nev. Health Dist., 128 Nev. 651, 656, 289 P.3d 212, 215 (2012) ("Statutes should be read as a whole, so as not to render superfluous words or phrases or make provisions nugatory.").

Fat Hat, LLC v. DiTerlizzi, 385 P.3d 580, 2016 WL 5800335 *1 (Nev. 2016).

Therefore, for an arbitration clause to be valid the parties must provide specific authorization. Specific, authorization in this case requires more than Plaintiffs' signature on a general in signature line. The *Fat Hat* Court noted that a ' signature on a general signature line indicating consent to all terms of the contract did not provide specific authorization for arbitration pursuant to NRS § 597.995. '*Fat Hat*, 2016 WL 5800335 at *2.

In the instant case the parties did not provide specific authorization to enter into the arbitration agreement. The parties simply executed a general signature at the end of the License Agreement. There is absolutely no reference to the arbitration provision on the signature page. See Exhibit 4 page 11 of WSOF Motion to Dismiss. Likewise, there is nothing on the page containing the arbitration provision that indicates specific authorization. Id. at p. 10. Finally, none of the cases sited by WSOF were decided after the enactment of NRS 597.995, which was enacted in 2013.

3. The Unjust Enrichment Claim Should not be Dismissed Unless WSOF Agrees to not Contest the Validity of the Parties' Agreements.

Plaintiffs have pled unjust enrichment as an alternative cause of action. If WSOF agrees that the written contracts are valid and enforceable, then Plaintiffs would have no problem dismissing this cause of action. However, WSOF has not filed an answer in this case and has not stated definitively that it will not challenge the validity of the parties' written contracts. Therefore, Plaintiff's unjust enrichment claim should not be dismissed until Defendants so pledge.

4. Plaintiffs' have sufficiently Plead Alter Ego to Satisfy Nevada's Notice Pleading Standard

WSOF cites federal cases to support its contentions that Plaintiffs have not sufficiently pled their alter ego claims. However what WSOF fails to mention is that Nevada is a notice pleading state, and all that is required is that Plaintiff fairly apprise a defendant of the claim. *Nutton v. Sunset Station, Inc*. 357 P.3d 966, 974 (Nev. App., 2015). In Nevada the Plaintiff need only plead the ultimate facts"

> "ultimate facts" necessary to set forth the elements of a cognizable claim that a party believes can be proven at trial. A pleading is not required to identify the particular "evidentiary facts" that will be employed to prove those allegations. See Jack Friedenthal, Mary Kane & Arthur Miller, Civil Procedure § 5.5 (4th ed. 2005) (discussing distinction between "ultimate facts" upon which a party bears the burden of proof, such as whether a breach of duty occurred, and the "evidentiary facts" such as particular testimony or exhibits that may be used to meet that burden of proof).

Id.

The federal courts follow a heightened standard of pleading. *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007). Therefore, it is simply inapposite to resort to federal law as Nevada applies a different standard and Nevada case law addresses the pleading standard.

In the instant case Plaintiff alleges that there is a unity of interest between WSOF and Deifik Defendants. See Exhibit A ¶ 147. Plaintiff alleges that Deifik Defendants usurped WSOF and dominated, manipulated, and managed WSOF. Id. Moreover, Plaintiff alleges that because of Deifik Defendants dominance and control their was no separateness between the do. Finally, Plaintiffs alleged that the Deifik Party's dominance was abusive and constituted an injustice. Id. at ¶ 151.

5. **Plaintiffs' RICO Claims Should not be Dismissed Rather Plaintiffs Should be Allowed to Conduct Additional Discovery and at Worst Plaintiff Should be Given Leave to amend**.

WSOF alleges that Plaintiffs have not sufficiently pled its civil rico claims, in particular that Plaintiff's fraudulent scheme allegation needs to be pled with particularity. However, there is an exception to the pleading with particularity and Plaintiffs fall within that exception.

To the extent that the Complaint was not any *more* specific it is because Defendants intentionally withheld and concealed material information. Plaintiffs may be unaware of *all* of the facts and are therefore unable to include *all* of the requisite details. Such a predicament places a prospective plaintiff in a classic *Catch-22* as he or she may be required to file a complaint so as to conduct discovery in order to surmise or ascertain the relevant information needed; *but* cannot file a complaint surviving a motion to dismiss in the absence of the requisite specificity. Such a scenario often results where prospective defendants have failed to disclose material information, successfully eluding scrutiny.

Many courts have addressed this scenario and therefore recognize an *exception* to the particularized pleading requirements. In this State, the Nevada Supreme Court adopted "the relaxed pleading requirements that the federal courts utilize . . . "when facts necessary for the plaintiff to plead a cause of action for fraud with particularity under NRCP 9(b) are peculiarly within the defendant's knowledge or possession.[1]" *Rocker v. KPMG LLP*, 122 Nev.1185 148 P.3d 703, 704 (2006). In such cases, "if the plaintiff pleads specific facts giving rise to an inference of fraud, the plaintiff should have an opportunity to conduct discovery and amend the complaint to include particular facts." *Rocker*, 148 P.3d at 704.

The Complaint specifies that the Defendants have the requisite information and have intentionally avoided disclosing said information to Plaintiffs specifically with the objective of eluding detection. Should the Court be persuaded that somehow the Complaint fails to satisfy the pleading standard, Plaintiff submits that the relaxed standard as described in *Rocker* should apply. As in *Rocker*, "The Court should allow Plaintiff sufficient time to conduct the necessary discovery." *Rocker*, 148 R3d at 709. "Thereafter, the plaintiff can move to amend his (her) complaint to plead allegations of fraud with particularity in compliance with NRCP 9(b)." *Rocker*, 148 P.3d at 709. As a consequence, all of the claims as to each of the defendant(s) should withstand a motion to dismiss or summary judgment at this juncture.

Finally, the Nevada Supreme Court has addressed on several occasions the consequences of a failure to comply with NRCP 9. In *Britz v. Consolidated Casinos Corp*., the court stated that a

complaint which fails to allege fraud with particularity, as required in NRCP 9(b), should be subjected to a motion for a more definite statement, "or at the very worst to dismissal with leave to amend." *Britz v. Consolidated Casinos Corp*., 87 Nev. 441, 447, 488 P.2d 922 (1971). One year later, the court repeated this view in *Savage v. Salzmann*, where it stated: "A failure to plead [fraud] with sufficient particularity does not warrant a dismissal of the action with prejudice." *Savage v. Salzmann*, 88 Nev. 193, 196, 495 P.2d 367, 368 (1972). Accord *Occhiuto v. Occhiuto,* 97 Nev. 143, 146, 625 P.2d 568, 570 (1981). Should the Court in the instant matter determine, that the Complaint has inadequately pled as to any averments or as to any of the Defendants; the Plaintiff seeks leave to amend accordingly.

6. **WSOF Global, LLC has Registered with the Nevada Secretary of State and Therefore it can Maintain this Action**.

NRS 86.548(2) provides as follows:

> a foreign entity may not commence or maintain any actionif it is not registered with the Nevada Secretary of State: Every foreign limited-liability company transacting business in this State which fails or neglects to register with the Secretary of State in accordance with the provisions of NRS 86.544 may not commence or maintain any action, suit or proceeding in any courtof this State until it has registered with the Secretary of State.

Id. WSOF Global, LLC has registered with the Nevada Secretary of State and therefore can maintain this action pursuant to the plain language of the statute. See Exhibit "B."

CONCLUSION

Plaintiffs Complaint complies with Nevada's notice pleading requirements. To the extent that the Court feels the Complaint does not comply with Nevada's pleading requirements Plaintiffs should be allowed to conduct more discovery, and/or amend the Complaint:

> A complaint should not he dismissed unless it appears to a certainty that the plaintiff could prove no set of facts that would entitle him or her to relief Moreover_ when a complaint can be amended to state a claim for relief leave to amend, rather than dismissal, is the preforrcd remedy.

Cohen v. Mirage Resorts, Inc., l 19 Nev. 1, 22, 62 P.3d 720, 734 (2003)

Dated this 2th day of February 2018

LAW OFFICES OF BYRON THOMAS

/s/ Byron E. Thomas

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EXHIBIT “A”

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DISTRICT COURT

CLARK COUNTY, NEVADA

ZION WOOD OBI WAN TRUST and SHAWN WRIGHT as trustee of ZION WOOD OBI WAN TRUST; WSOF GLOBAL LLC, a Wyoming limited liability company Plaintiffs, vs. MMAWC, LLC d/b/a WORLD SERIES OF FIGHTING a Nevada limited liability company; MMAX INVESTMENT PARTNERS INC. dba PROFESSIONAL FIGHTERS LEAGUE, a Delaware corporation; BRUCE DEIFIK, an individual; CARLOS SILVA, an individual; NANCY AND BRUCE DEIFIK FAMILY PARTNERSHIP LLLP, Colorado limited liability limited partnership; KEITH REDMOND, an individual; DOES I through X, inclusive; and ROE Corporations XX through XXX, inclusive. Defendants.	Case No.: A-17-764118-C Dept. No.: Department 27

COMPLAINT

Plaintiffs, **SHAWN WRIGHT, trustee of ZION WOOD OBI WAN TRUST and WSOF GLOBAL LLC** (hereinafter "Plaintiffs" by and through his undersigned counsel of record, Law Offices of Byron Thomas complains and alleges against: **MMAWC, LLC d/b/a WORLD SERIES OF FIGHTING ("WSOF"), MMAX INVESTMENT PARTNERS INC dba PROFESSIONAL FIGHTERS LEAGUE ("PFL"), BRUCE DEIFIK ("DEIFIK"), CARLOS SILVA ("SILVA"), NANCY AND BRUCE DEIFIK FAMILY PARTNERSHIP LLLP ("DFP"), and KEITH REDMOND ("REDMOND")** (collectively "Defendants") as follows:

PARTIES

SHAWN WRIGHT, as trustee of ZION WOOD OBI WAN TRUST , is a Utah resident whose principal place of business is located in Clark County, Nevada.

ZION WOOD OBI WAN TRUST, a trust organized under the laws of the State of Nevada.

WSOF GLOBAL LLC, is a limited liability company organized pursuant to the laws of the state of Wyoming and conducting business in Clark County, Nevada.

Defendant MMAWC, LLC., is a limited liability company organized pursuant to the laws of the state of Nevada and conducting business in Clark County, Nevada.

Defendant MMAX INVESTMENT PARTNERS INC., is a corporation organized pursuant to the laws of the State of Delaware and conducting business in Clark County, Nevada.

Defendant BRUCE DEIFIK is an individual believed to reside in the State of Colorado and conducting business in Clark County, Nevada.

Defendant NANCY AND BRUCE DEIFIK FAMILY PARTNERSHIP LLLP, is a limited liability company organized pursuant to the laws of the state of Colorado and conducting business in Clark County, Nevada.

Defendant CARLOS SILVA is an individual believed to reside in the State of Maryland and conducting business in Clark County, Nevada.

Defendant KEITH REDMOND is an individual believed to reside in the State of Nevada and conducting business in Clark County, Nevada.

GENERAL ALLEGATIONS

1. Plaintiff Zion Wood Obi Wan Trust ("Zion") is a member of MMAWC, LLC d/b/a World Series of Fighting ("WSOF" or "MMAWC"). WSOF is a promoter of mixed martial arts events on NBC Sports.
2. WSOF experienced several financial shortfalls during 2012 to 2015.
3. Zion had made extensive loans to WSOF to allow for the continued operation and management of

WSOF. DEFENDANTS refused to repay the loans.

4. Zion had arranged to allow WSOF personnel to sublet its cooperative office space when WSOF was forcibly evicted from its office space for non-payment of rent in 2013. DEFENDANTS refused to pay any rent after they moved in.

5. Zion's control persons, Shawn Wright and Vince Hesser, had written agreements with WSOF for other contractual payments and worldwide licensing. DEFENDANTS refused to honor the terms of those agreements as well.

6. Zion's membership interest was 10.5% and WSOF executed agreements that it was non-dilutable. DEFENDANTS refused to honor the terms and diluted Zion's interest.

7. Zion filed suit against WSOF, WSOF responded and filed counterclaims against Zion.

8. On or about February 19, 2016. The parties resolved their disputes pursuant to a settlement agreement (the "Settlement Agreement"). Pursuant to the Settlement Agreement the parties also agreed to amend the WSOF Operating Agreement (the "Amended Operating Agreement").

9. As part of the Settlement Agreement, Zion agreed to reduce its 10.5 % non-dilutable interest in WSOF to "***4.50% of the total outstanding ownership units in WSOF (and any of its current or future subsidiaries, parents, successors or assigns), which interest shall remain non-dilutable...***"

10. The Amended Operating Agreement was attached to the Settlement Agreement as an Exhibit and fully incorporated into the Settlement Agreement.

11. In fact, Paragraph 5.5(b) of the Operating Agreement specifically states: *"Notwithstanding anything contained in this Agreement, the Members agree that Zion's interest in the Company shall be deemed non-dilutable (unless Zion agrees in writing that such interest may be diluted). Accordingly, if at any time after the Effective Date additional Units of the Company are issued, Units of the Company shall also be issued to Zion so that Zion at all times holds four and one half percent (4.5%) of the issued and outstanding Units of the Company. Zion will have no obligation to make any future capital calls."*

12. Zion is informed and believes that DEIFIK subsequently created a new entity and put all of the WSOF assets into the entity named MMAX INVESTMENT PARTNERS dba PROFESSIONAL

FIGHTERS LEAGUE, or PFL (the "Successor Company").

13. Zion is informed and believes WSOF received a certain sum of money for the asset transfer but still holds an interest in the Successor Company.

14. According to a press releases by DEFENDANTS, the Successor Company continued to put on events and operate under the "World Series of Fighting" brand for several months, utilized the same offices, employees, fighters, social media accounts, website, operating contracts, NBC platform, etc., but then announced to change its name, but still continues its existing business to promote MMA events on NBC Sports.

15. The Successor Company is a either "subsidiary, parent, successor, or assign" of WSOF as contemplated in the Settlement Agreement.

16. Carlos Silva and Ray Sefo were the principal management team of WSOF, and Sefo will serve as President of fighting operations for the Successor Company, while Silva is the President of event production and business operations for the Successor Company.

17. According to statements by DEFENDANTS, WSOF still exists today, and WSOF is apparently a roughly 40% member of the Successor Company PFL.

18. DEFENDANTS claim in press releases that 60% of the company "was sold" for $15M (amounting to $250,000 per 1%), but have produced no evidence of that to Zion.

19. Zion was also not provided the opportunity to participate in the sale of these interests.

20. DEFENDANTS refused to disclose to Zion who the other 60+% assignment of WSOF went to.

21. DEFENDANTS then stated to Plaintiffs that they do not own a 4.5% interest in the Successor Company, and are therefore being diluted in breach of the Settlement Agreement.

22. DEIFIK had mentioned to Plaintiffs that he was still making capital calls, which supports the fact that this was not a true arms-length sale, but an insider transaction intended to dilute and defraud Plaintiffs of their ownership.

23. This appears to merely be another DEIFIK orchestrated asset transfer by DEFENDANTS to circumvent the Settlement Agreement and to deprive Plaintiffs of their rights and dilute their ownership interests.

24. Zion is entitled to a 4.5% non-dilutable direct stake in the Successor Company.

25. Further, on January 20, 2017, DEFENDANTS then filed a Form D with the SEC stating they were selling $25M of securities to 31 investors.

26. On October 5, 2017, DEFENDANTS then filed another Form D with the SEC stating they are now selling $10M of preferred stock to 27 investors which is convertible into more common shares.

27. DEFENDANTS refuse to produce the offering documents, and the financial projections to Zion under these stock offerings.

28. Zion is under information and belief that DEIFIK has purchased some of those securities directly diluting Zion's interest.

29. In an effort to deceive and defraud Zion after attempting to dilute Zion, DEFENDANTS then offered only $350,000 for Zion's non-dilutable interests while conducting these stock offerings.

30. DEFENDANTS know that Zion's interests would be valued at a minimum of $1,125,000 based on their own internal documents and SEC filings (if true), and what is being "sold" to other investors.

31. Zion is also concerned that DEFENDANTS are not being forthcoming to these purported investors as to Zion's non-dilutable position (and other licensing issues disclosed below), and therefore could be deceiving the investment public and/or opening up the company for investment fraud claims.

32. In addition, Zion does not have the final asset transfer agreements between WSOF and the Successor Company and DEFENDANTS refuse to produce those documents as well.

33. Zion has been relying on press statements to glean details of the final deals.

34. Therefore, Zion also requested a review of the books and records of WSOF so as to ascertain whether its interests had been protected.

35. Zion has the right to inspect the books and records in accordance with the Settlement Agreement and Operating Agreement of WSOF.

36. DEFENDANTS have refused to allow Zion to inspect the books and records of WSOF in direct contravention of NRS 86.241.

37. Moreover, without a direct stake in the Successor Company, this is clearly dilutive of the Zion's

interest.

38. The Successor Company knew or should have known about the Settlement Agreement and the obligations that it would incur to protect Zion's interest.

39. The actions of WSOF, the Successor Company, and all DEFENDANTS constitute a breach of the Settlement Agreement and Zion has been damaged because of these breaches.

40. In addition, several other issues have been brought to Zion's attention that implicate DEFENDANTS in schemes or artifice to defraud.

NYC EVENT

41. DEFENDANTS promoted an MMA event in New York City on December 31, 2016.

42. DEFENDANTS then filed a required New York State Department of Taxation and Finance form to report all income from the event.

43. DEFENDANTS reported $0 income from broadcasting rights to New York State.

44. DEFENDANTS then sent Zion an internal financial report for the event.

45. DEFENDANTS reported to Zion that they had $190,000 in broadcasting revenue from NBC for the NYC event.

46. Zion is under the belief that DEFENDANTS are either manipulating the financial statements to deceive Zion and the investment public.

47. DEFENDANTS continue to refuse to allow Zion an inspection of the books and records.

LICENSING RIGHTS

48. On or about October 15, 2012 Vince Hesser had entered into a master licensed agreement with WSOF.

49. The Master License Agreement gave Mr. Hesser the exclusive right to license the WSOF brand outside of the United States.

50. Subsequently, Vince Hesser assigned the Master License Agreement to WSOF GLOBAL LIMITED and its successor WSOF Global LLC ("GLOBAL").

51. DEFENDANTS previously attempted to falsely deny the Master License Agreement existed and attempted to tortuously interfere in the rights and business of GLOBAL.

52. A dispute arose over the terms of the license agreement and parties instituted litigation. The

parties were able to reach a resolution of their disputes, and GLOBAL also became a party to the Settlement Agreement.

53. As a part of the Settlement Agreement the parties amended the Master License Agreement.

The Settlement Agreement and Amended License Agreement read as follows:

Paragraph 2 of the Settlement Agreement: *The 10/15/12 Hesser License shall be reaffirmed and remain in full force and effect as of the date of this Agreement, as amended by the execution of the Amendment to Consulting and Master Licensing Agreement in the form attached hereto and incorporated herein as Exhibit B.* ***The license is a material part of settlement on behalf of Hesser and Wright and is not subject to any modification, cancellation, assignment, pledge, lien, or encumbrance by WSOF or any of its creditors and shall survive any restructure, sale, receivership or bankruptcy of WSOF.***

54. The Amended License Agreement paragraph 1 also states: "[t]his Agreement shall be binding upon and shall survive any successors of MMA, or its ownership, tradenames or trademarks."

55. Therefore, the Successor Company is obligated to comply with the terms and conditions of the Amended License Agreement and the Settlement Agreement.

56. Over the following several months after settlement, GLOBAL executed agreements for media content sharing rights from several MMA organizations from all over the world on six continents based on the WSOF license branding.

57. GLOBAL's rights consist of over 100 international events per year, at a cost to produce of tens of millions of dollars, which dwarf the mere 8-10 events per year organized by DEFENDANTS.

58. WSOF initially complied with the Settlement Agreement and as documented in a phone conversation, DEIFIK told DEFENDANTS to let GLOBAL do what they want to and leave them alone.

59. GLOBAL attempted to keep WSOF informed of its upcoming events, but would receive childish email responses from the chief officers of WSOF such as: "Hey idiot don't send me your stupid emails again!!", or phone calls threatening violence against GLOBAL employees. These same officers continue to operate the PFL brand.

60. GLOBAL continued to operate its business unfettered under this "naked" license arrangement which helped promote the overall brand name.

61. Upon disclosure by DEFENDANTS that an asset transfer was about to take place, Zion's principals received an email on December 16, 2016 from Chris Childs, purported legal counsel for DEFENDANTS, representing and affirming that the apparent Successor Company will be honoring the license

62. The Successor Company obviously knew or should have known it was bound by the Agreements.

63. To then add insult to injury, after the asset transfer, DEFENDANTS changed the name of the company from "World Series of Fighting" to "Professional Fighters League" without any prior notice to its licensee GLOBAL, and reported such in a formal email to all fighters from Mr. Ray Sefo.

64. DEFENDANTS publicly stated in press releases they have discontinued and abandoned the license name ("World Series of Fighting") agreed to in the Settlement Agreement, and will now use the PFL name exclusively.

65. At no point did the Successor Company notify GLOBAL about any changes in name or changes in business operation.

66. For a period of time, the Successor Company appeared to continue to operate as in the past, even after the name change to PFL.

67. In a documented phone conversation, DEIFIK spoke with Mr. Vince Hesser of GLOBAL and stated that he didn't make the decision, but Russ Ramsey, a PFL board member, made the sole decision to change the company name which damaged GLOBAL. DEIFIK further stated "Ramsey has a f***ing ego the size of Texas and Ramsey was a moron for changing the name."

68. Upon information and belief, and based on DEIFIK's past egregious behavior, GLOBAL believes DEIFIK made the ultimate decision to change the name to purposefully damage GLOBAL.

69. DEFENDANTS then improperly removed GLOBAL's required website link from their homepage (and refused to comply with other terms) as required under the Settlement Agreement.

70. DEFENDANTS actions were oppressive and made to directly damage GLOBAL and its business.

71. Further, the Amended License states GLOBAL's rights to the Licensed Marks are defined as follows:

> "Licensed Marks" means, without limitation, any and all trademarks, service marks, logos, insignias, designs, and all other commercial symbols which MMA **now uses or hereafter adopts** to identify the source and origin of its goods and services, **including but not limited to,**

WSOF, World Series of Fighting, and any other marks owned or registered by MMA as of the Effective Date or in the future, in the form and format and with the designs or logos indicated by MMA from time to time.

72. GLOBAL has the right to use "Professional Fighters League" ("PFL") and its marks in accordance with the Settlement Agreement and the Amended License Agreement.

73. An email was sent to SILVA (whom continued to act as an officer and/or director of both WSOF and the Successor Company) on April 20, 2017 with my clients' expectation that the Agreement would be honored.

74. SILVA emailed back and denied the rights afforded my clients and has thus breached said Settlement Agreement.

75. DEFENDANTS' decision to disband the WSOF brand and refusal to honor the Settlement Agreement and allow GLOBAL to license to the Successor Company Brand has caused severe and significant damage to GLOBAL.

76. Several media agreements are in jeopardy due to the direct oppressive and harmful actions of DEFENDANTS, which would cost GLOBAL tens of millions of dollars to replace.

77. GLOBAL is also concerned that DEFENDANTS are not disclosing properly that GLOBAL holds the licensing rights for "Professional Fighters League" to unsuspecting investors being lured in under their SEC filings.

DEIFIK, SILVA AND ABDELAZIZ

78. Ali Abdelaziz ("**ABDELAZIZ**") was employed at WSOF as Vice President of Matchmaking.

79. At some point in time, serious concerns arose as to the illegality of his employment as an officer of the promotion, and concurrently as the matchmaker for the WSOF under Nevada law.

80. Upon information and belief, ABDELAZIZ was in the US illegally, which was why he was never seen or could never go to any of the WSOF Canada events. He would never be

allowed back in the country through US customs.

81. Upon information and belief, ABDELAZIZ past was riddled with allegations of deceit, fraud, misrepresentation, and connections to Islamic terrorism against US citizens.

82. ABDELAZIZ had tried to conceal his management of fighters by leaving the manager name blank on internal fighter reports, and placing his management company ("Dominance") under his wife's name.

83. Upon information and belief, ABDELAZIZ lured many fighters away from their current managers by offering them fights with higher purses at WSOF if (and only if) they signed under his company Dominance so he could get the management fees on inflated purses at the expense of the investors.

84. Upon information and belief ABDELAZIZ always attempted to match his fighters against far inferior fighters, so his fighters would win a high majority of the time.

85. Upon information and belief, this insured heavy increasing payments to ABDELAZIZ personally.

86. Other employees stated ABDELAZIZ was also skimming money from certain sponsor payments (Auto Shopper, etc.) where he would receive the funds personally and remit partial funds to WSOF, and by accepting unreported gifts (such as a new car).

87. Zion inferred his actions to be illegal under Nevada law, and upon finding these facts, Zion brought all of these issues to DEIFIK and SILVA's attention to remediate.

88. DEIFIK agreed he would terminate ABDELAZIZ, but failed to do so for unknown reasons, and instead started defaming Zion and its principals.

89. Internal employees at WSOF overheard conversations with SILVA and ABDELAZIZ on the phone with their attorney, and began texting the conversation to GLOBAL employees.

90. SILVA being aware of all the above facts but nonetheless stated: "*We need to do anything we have to, to keep Ali in power because I rely on him so much*". He went on to discuss "*how*

Ali transferred his management company to his wife, but they aren't sure if Nevada is a community property state."

91. SILVA then went on, "*Bruce ("DEIFIK"), Barry and I are already addressing this Ali thing. We recognize there are some things to tighten up.*"

92. SILVA continued, "*We need to discover it, dot the I's and cross the T's before someone else does it.*"

93. All of these were screen captured by text message. Zion was shocked by the conversation to conceal the illegal behavior.

94. Zion demanded DEIFIK do the right thing for company and its investors and remove ABDELAZIZ immediately.

95. A dispute arose over the issues and parties instituted litigation. The parties were able to reach a resolution of their disputes.

96. Unfortunately for the members of WSOF (including Zion), DEFIK and SILVA continued to work closely with ABDELAZIZ, which created more severe operating losses.

97. DEIFIK and SILVA continued to allow ABDELAZIZ to be matchmaker even after settlement, but enlisted Ray Sefo to publicly state falsely that he had always been the WSOF matchmaker.

98. Eventually, DEIFIK and SILVA terminated ABDELAZIZ after they were forced to go before the Nevada Athletic Commission over the issue.

99. DEIFIK and SILVA continued to use ABDELAZIZ throughout 2016 after termination and have knowingly damaged the WSOF license brand by their actions, thereby causing further irreparable damage to GLOBAL.

GLOBAL CHINA OPERATIONS

100. GLOBAL has MMA event content all over the world including from Philippines, Japan, China, Australia, Malaysia, Italy, Spain, UK, Sweden, South Africa, and more.

101. GLOBAL had entered the China market and had its world press conference in the Great

People's Hall in Tiananmen Square in Beijing, China. This was an extremely rare accomplishment for a sports league, with several Chinese government officials in attendance, and was also announced on CCTV5 which airs to over 1 billion people.

102. GLOBAL was also working on a sports partnership to bring MMA content to several cities in China with a State owned agency and sponsor partners.

103. GLOBAL had received an offer to invest over 100M rmb (about $16M USD) to further the promotion of WSOF in China and to promote foreign fighters in their events alongside Chinese fighters.

104. Before the deal was consummated, DEFENDANTS then announced the name change to "PFL" without notice to GLOBAL, and the discontinuance of WSOF.

105. DEFENDANTS further unilaterally refused to allow GLOBAL its contractual rights to use the PFL name, and PFL has attempted to abandon its own contractual obligations in breach of the Settlement Agreement.

106. Due to DEFENDANTS oppressive actions, the partnership is now at risk of loss.

107. GLOBAL has been damaged by the malicious actions, tortious business interference, and breach of contract by DEFENDANTS.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF
Breach of Contract - Settlement Agreement
(As against Defendants MMAWC, Deifik, DFP, PFL and Silva; hereinafter the "Settlement Defendants")

108. Plaintiffs repeat, re-allege and incorporate by reference all preceding paragraphs of the Complaint as though fully set-forth herein.

109. Plaintiffs entered into the Settlement Agreement with the Settlement Defendants.

110. The Settlement Defendants have breached the terms of the Settlement Agreement, by attempting to dilute the terms of the settlement agreement concerning the non-dilution of its interest and transfer of the assets of MMAWC to another entity PFL.

111. The Settlement Defendants breached the Settlement Agreement as to WSOF Global by breaching the terms of Licensing Agreement and diluting all economic value from the Licensing Agreement.

112. The Settlement Defendants have asserted an apparent repudiation or abandonment of its duties to perform pursuant to said agreement and have otherwise breached the terms of said agreement.

113. Therefore the Settlement Defendants have breached their contractual obligations, as stated herein causing damage to Plaintiffs' damages.

114. As a result of the breaches described herein, Plaintiffs have suffered damages in excess of $10,000 and is entitled to an award as and for their damages incurred herein.

115. It has been necessary for Plaintiffs to retain the services of attorneys to prosecute this action and therefore Plaintiffs are entitled to recover reasonable attorney's fees and costs incurred in accordance with the law, including, without limitation, as special damages.

SECOND CLAIM FOR RELIEF
Breach of the Implied Covenant of Good Faith and Fair Dealing
(As against all Defendants)

116. The Plaintiffs repeat, re-allege and incorporate by reference all proceeding paragraphs of the Complaint as though fully set-forth herein.

117. Implied in every contract in Nevada is the implied covenant of good faith and fair dealing.

118. The Defendants have breached the implied covenant of good faith and fair dealing.

119. The Defendants have deprived Plaintiffs of the benefit of their bargain for the above outlined reasons.

120. The Plaintiffs have been injured in an amount in excess of $10,000 as a direct and proximate cause of the actions of Defendants, Plaintiffs have performed all obligations due and owing under the Licensing Agreement.

121. The Plaintiffs have been required to retain the services of an attorney to prosecute this action and therefore, are entitled to an award of reasonable attorney's fees and costs incurred herein.

THIRD CLAIM FOR RELIEF

Declaratory Relief
(As against all Defendants)

122. The Plaintiffs repeat, re-allege and incorporate by reference all proceeding paragraphs of the Complaint as though fully set-forth herein.

123. A justiciable controversy exists as Plaintiffs have asserted a claim of right as to the Property Interest in the Settlement Agreement.

124. Under N.R.S. § 30.010 et seq., the Uniform Declaratory Judgment Act, any person interested under a written contract or other writings constituting a contract, or whose rights, status or other legal relations are affected by a contract, may have determined any question of construction or validity arising under the contract and obtain a declaration of rights, status or other legal relations thereunder.

125. The Settlement Defendants have thus far failed to demonstrate that they intend to continue to honor their obligations pursuant to the Settlement Agreement.

126. Accordingly, the controversy is between persons whose interests are adverse.

127. Note Plaintiffs have legally protectable interests in the controversy, i.e., their rights or interest in the property under Nevada law.

128. The issues involved in the controversy are ripe for judicial determination because there is a substantial controversy, among parties having adverse legal interests, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

129. Plaintiffs therefore seek declaration(s) from this Court with respect to their interests in the property as contemplated by the Settlement Agreement.

130. Plaintiffs have been required to retain the services of counsel to prosecute this matter and, as such, are entitled to an award of their costs and reasonable attorneys' fees incurred herein.

FOURTH CLAIM FOR RELIEF
Intentional Interference with Prospective Economic Advantage
(As against all Defendants)

131. Plaintiffs repeat and reallege each and every previous allegation contained herein as though set forth fully herein at length.

132. A prospective contractual relationship exists or existed between Plaintiffs and numerous third

parties including promotion companies, fighters and managers.

133. Defendants knew of these prospective relationships.

134. Defendants intended to harm Plaintiffs by preventing the relationships.

135. The interference was improper and/or unlawful.

136. Defendants had no privilege or justification.

137. Defendants' conduct resulted in actual harm to Plaintiff.

138. Plaintiffs have been required to retain the services of an attorney to prosecute this action and are entitled to an award of attorney's fees and costs incurred herein.

FIFTH CLAIM FOR RELIEF
Tortious Interference with Contract
(As against all Defendants)

139. Plaintiffs repeat and reallege each and every previous allegation contained herein as though set forth fully herein at length.

140. A contract existed between Plaintiffs and Defendants, as well as numerous third parties including promotion companies, fighters and managers.

141. MMAX knew of these contractual relationships.

142. The actions of MMAX, as outlined above, were intentional and intended to interfere with these contractual relations.

143. The interference was improper and/or unlawful and actually interfered with Plaintiffs contractual relationships.

144. MMAX had no privilege or justification.

145. Defendants' conduct resulted in actual harm to Plaintiff.

146. Plaintiffs have been required to retain the services of an attorney to prosecute this action and are entitled to an award of attorney's fees and costs incurred herein.

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SIXTH CLAIM FOR RELIEF
Alter Ego Claim
(As against MMAWC and Deifik Defendants)

147. Plaintiffs repeats, re-allege, and incorporate by reference all proceedings paragraphs of the Complaint as though fully set-forth herein.

148. There is a unity of interest between Defendant Deifik and Defendant Nancy and Bruce Deifik Family Partnership LLLP to the extent that Mr. Deifik is inseparable from said Partnership.

149. Since Deifik's usurpation of control over MMAWC, there has existed, a unity of interest and ownership such that any separateness between Defendant Deifik and Defendant Nancy and Bruce Deifik Family Partnership LLLP and MMAWC has ceased to exist in that Deifik has completely controlled, dominated, manipulated, managed and operated MMAWC since his usurpation for his own personal benefit.

150. Defendants Deifik and Nancy and Bruce Deifik Family Partnership LLLP and MMAWC are, and at all times mentioned here were, a mere shell, instrumentality and conduit through which Defendant Deifik carried his own activities in the corporate name, exercising such complete control and dominance over the activities of MMAWC and the Partnership to such an extent that any individuality or separateness of said parties does not, and at all relevant times did not, exist.

151. Adherence to the fiction of the separate existence of Defendants Deifik and Nancy and Bruce Deifik Family Partnership LLLP and MMAWC as entities distinct and apart from Defendant Deifik would permit an abuse of the corporate privilege and would promote and sanction fraud, injustice and an inequitable result in that Deifik has used MMAWC for the purpose of defrauding, misleading and injuring Plaintiffs as set forth here.

152. The use of Defendants Nancy and Bruce Deifik Family Partnership LLLP and MMAWC by Defendant Deifik for the purposes of defrauding, misleading and injuring Counter-claimant is the proximate cause of Plaintiffs' damages as stated here.

153. The Court should enter a judgment and declaration piercing the corporate veil of Bruce Deifik Family Partnership LLLP and MMAWC as the alter ego of Deifik and MMAWC and personally responsible for their actions complained of here.

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SEVENTH CLAIM FOR RELIEF
Breach of Fiduciary Duty
(As against Deifik, Silva and Redmond)

154. Plaintiffs repeats, re-allege, and incorporate by reference all proceedings paragraphs of the Complaint as though fully set-forth herein.

155. As alleged above Defendant Deifik, Silva, and Redmond are managers, directors, officers and/or control persons of MMAWC and/or PFL.

156. As managers, directors, officers and/or control persons, Defendants Deifik, Silva, and Redmond owed a fiduciary duty to Plaintiffs.

157. Plaintiffs alerted Defendants Deifik, Silva, Redmond, and other Defendants to the breaches of the Settlement Agreement, and the existence of valid claims against the other Defendants. Plaintiffs demanded that Defendants Deifik, Silva, and Redmond cause the board of directors they dominated to take action. However, Defendants dominated the board of directors and prevented MMAWC from taking actions in breach of their fiduciary duties.

158. Defendants Deifik, Silva, and Redmond's actions were the direct and proximate cause of Plaintiffs' injuries.

159. Plaintiff has been required to retain the services of an attorney to prosecute this matter and therefore, is entitled to an award of reasonable attorney's fees and costs incurred herein.

EIGHTH CLAIM FOR RELIEF
Civil RICO
(As against all Defendants)

160. Plaintiffs repeats, re-alleges and incorporate by reference all preceding paragraphs of the Complaint as though fully set-forth herein.

161. The conduct of Defendants as outlined above was a part of a fraudulent scheme designed to defraud Plaintiffs of money and property.

162. The conduct of Defendants constitutes a "crime related to racketeering," the taking of property from another under circumstance not amounting to robbery pursuant to NRS 207.360(9)

163. The conduct of Defendants constitutes a "crime related to racketeering" namely obtaining possession of property valued at $250.00.

164. Defendants engaged in at least two crimes related to racketeering they have engaged in

racketeering activity as defined by NRS 207.390.

165. The racketeering activity of Defendants constitutes as criminal syndicate or enterprise pursuant to NRS 207.370 and NRS 207.380.

166. Defendants participated in racketeering activity in violation of NRS 207.400.

167. Defendants with criminal intent, received proceeds derived from racketeering activity in violation of NRS 207.400(1)(a).

168. Defendants acquired and maintained interest and/or control of the enterprise in violation of NRS 207.400(1)(b).

169. Defendants were associated with the enterprise to participate both directly and indirectly in the affairs of the enterprise through racketeering activity and or through the affairs of the enterprise in violation of NRS 207.400(1)(c).

170. Defendants intentionally organized, managed, directed, supervised, and or financed a criminal syndicate in violation of NRS 207.400(1)(d).

171. Defendants furnished assistance in the conduct of the affairs of the criminal syndicate with the intent to promote or further the criminal objectives of the syndicate in violation of NRS 207.400(1)(f).

172. Defendants actions as averred in this claim for relief were done either in conscious disregard for the rights of others, or in reckless disregard of the consequences of their actions, and were therefore done with either express or implied malice.

173. Defendants' actions were the direct and proximate cause of Plaintiffs' injuries.

174. Plaintiffs have been required to retain the services of an attorney to prosecute this matter and therefore, is entitled to an award of reasonable attorney's fees and costs incurred herein.

NINTH CAUSE OF ACTION
Specific Performance
(As against all Defendants)

182. Plaintiffs repeat, re-allege and incorporate by reference all proceeding paragraphs of the Complaint as though fully set-forth herein.

183. At the time Plaintiffs and Defendants entered into the settlement agreement and license

agreement, the consideration Plaintiffs did proffer and perform under the agreements was adequate and the agreement is just and reasonable as to Defendants.

184. Plaintiffs have demanded that Defendants full perform and oblige their duties under the settlement and license agreements.

185. Defendants have refused and continue to refuse to perform as required by the terms of the agreements.

186. Plaintiff has no adequate remedy at law to enforce the provisions of the agreements other than specific enforcement of the agreements.

187. Plaintiff is entitled to specific performance of the terms, conditions, and provisions of the agreements by court decree.

188. Plaintiff is entitled to compensation incidental to a decree of specific performance.

189. Plaintiffs have been required to retain the services of an attorney to prosecute this matter and therefore, is entitled to an award of reasonable attorney's fees and costs incurred herein

TENTH CAUSE OF ACTION
Unjust Enrichment
(As against all Defendants)

190. Plaintiffs repeat, re-allege and incorporate by reference all proceeding paragraphs of the Complaint as though fully set-forth herein.

191. These Defendants have knowingly obtained substantial benefits from their actions as described above.

192. It would be unjust for the Defendants to accept and retain such benefits without compensating Plaintiffs for the value of the benefits which they received.

193. As a direct and proximate result of Defendants' actions, it has become necessary for Plaintiffs to retain the services of an attorney to protect their rights and prosecute this Claim.

194. Plaintiff reserves the right to amend this Complaint under the Nevada Rules of Civil Procedure as further facts become known.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

1. For damages in an amount to be proven at the time of trial;
2. For prejudgment interest;
3. For punitive damages as may be applicable; without limitation, as special and/or punitive damages incurred;
4. For the costs of suit herein incurred, including Plaintiffs' costs and attorneys' fees herein, as allowed by law;
5. For an Order granting declaratory and equitable relief including a determination by the Court that a valid and binding contract exits; that Plaintiffs performed in full; that Defendants are obliged to perform or otherwise as the Court deems proper; and
6. For such other and further relief as the Court deems proper and prudent.

Dated this __2nd_ day of November, 2017.

LAW OFFICES OF BYRON THOMAS

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