

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

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Aug 15 2018 11:20 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

Eighth Judicial District Court
Case No. A-17-764118-C

APPELLANTS' APPENDIX
Volume 2 (part 2) of 2

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EXHIBIT 3

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").

Recitals¹

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).

¹The 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 <wsogfc.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 <wsogfc.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 event 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 with 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 WSOFT 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

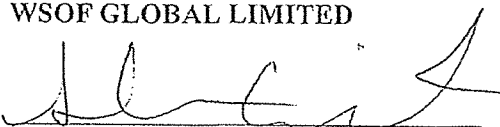
Printed Name

Title

Date

CONSULTANT:

WSOF GLOBAL LIMITED



Signature

Shawn Wright

Printed Name

President

Title

2/19/16

Date

EXHIBIT 4

CW&G

Christopher Childs <chris@childswatson.com>

WSOF License

Christopher Childs <chris@childswatson.com>

Tue, Jan 26, 2016 at 11:55 AM

To: Vince Hesser <vincehesser@yahoo.com>, "Antony M. Santos" <tony@amsantoslaw.com>, Byron Thomas <byronthomaslaw@gmail.com>

Cc: Keith Redmond <keithredmond@mac.com>, Carlos Silva <carlos@wsof.com>, Bruce Deifik <bruce@integprop.com>, Max Couvillier <mcouvillier@blacklobellolaw.com>

Gentlemen,

Attached is a redline of the license against the last draft that Byron sent me. Although I have reviewed the document you proposed with Keith Redmond, I have not had the chance to review it in detail with Carlos Silva or Bruce Deifik. Hopefully the attached draft and redline help move along our 1:30 toward a resolution.

Please use the following dial-in information for the call:



Dial in: 760-569-7171

Access Code: 207 555 532

Thank you,
Chris

Christopher R. Childs
Childs Watson & Gallagher, PLLC
770 E. Warm Springs Road, Suite 225
Las Vegas, Nevada 89119
Email: chris@childswatson.com
Office: 702-848-4533
Mobile: 702-606-1034

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2 attachments Amendment to Consulting and License Agrmt 012616 [REDLINE v Byron draft].docx
43K Amendment to Consulting and License Agrmt 012616.docx
32K

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

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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). MMA reserves all rights not expressly granted in the Master License (as amended hereby). Consultant shall comply with all requirements reasonably established by MMA in connection with use of the

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

Licensed Marks, including, without limitation, use of TM or ®. Consultant acknowledges that MMA is the owner of all right, title and interest in and to the Licensed Marks to the extent that said mark(s) was/were licensed by the United States Patent and Trademark Office (USPTO) in the United States alone and in connection with any Permitted Designation. Consultant shall not acquire any trademark rights in the United States related to the Licensed Marks. Notwithstanding, Consultant shall be afforded the right to use said marks as licensed by the USPTO in any 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 applicable rules and regulations of the State of Nevada for MMA fights and standards for product and broadcast established by MMA's Broadcast Partner. Consultant shall be permitted to use the Licensed Marks with Permitted Designations in the manner and as contemplated by the ~~CONSULTING AND MASTER LICENSING AGREEMENT (as amended hereby)~~. ~~Consultant may seek and secure trademark licensing rights for the Permitted Designations in any other jurisdictions or territories located with the permitted geographic territories as specified in Paragraph 1.2, below.~~ 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. military bases and installations, and ships at sea), the Islands of the Caribbean~~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 otherwise promote mixed martial arts under the "World Series of Fighting" brand or any other brand or name within the WSOF Territory ~~except as contemplated by this Agreement.~~

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. Without limiting the generality of the foregoing, the Parties agree that it shall not be unreasonable for MMA to withhold its consent to any assignment or transfer of Consultant's interest in the Master License (as amended hereby) to Shawn Lampman, to any competitor of MMA, or to any entity or Person who has been convicted of a felony, or any crime of moral turpitude, or is known to associate with any Person who has been convicted of a felony or any crime of moral turpitude. In the event Consultant desires to assign or transfer its rights under the

Master License (as amended hereby). Consultant shall give MMA 10 days prior written notice. If MMA fails to respond within such 10 day period, Consultant shall give MMA a second written notice, and if MMA fails to respond within such second 10-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 ~~Consultant—MMA~~ of a minimum license fee of: 1) 10% of Gross Revenue, or 2) 25% of net profits; ~~and or 3) any other reasonably acceptable negotiated business terms (the "Minimum License Fee") Any.~~ All such Gross Revenues and license fees earned by Consultant through sublicenses or other third-party agreements shall be split 20% to Consultant and 80% to MMA. ~~Any. In addition to the foregoing, Consultant shall pay MMA a license fee of the greater of 1) 10% of Gross Revenue, or 2) 25% of net profits for events which Consultant arranges, produces, or promotes. Any such fees payable to MMA, together with a full accounting of the revenue earned and fees paid to Consultant and MMA, shall be paid and proffered to MMA on a quarterly basis to MMA within ten (10) days of the date the revenue or profits are earned by the Consultant or the other counterparty to the agreement.~~

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. The amounts set forth in Section 2.1 above are in addition to the amount set forth in this Section 2.2.

3. **Events.** The Consultant and MMA agree that from time to time, ~~(not to exceed three~~five (35) 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 license sublicense for a territory an event in the location MMA desires to hold an event or an and such 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 may produce major mixed martial arts events in the exclusive territory of MMA (i.e., North America, Central America, or South America) upon the following conditions:~~

~~3.5. CONSULTANT must give MMA 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.~~

~~3.6. CONSULTANT shall be solely responsible for funding any such event.~~

~~3.7. CONSULTANT shall not hold an event in the location designated in CONSULTANT's written notice to MMA if MMA advises CONSULTANT in writing, within 10 calendar days of MMA's receipt of CONSULTANT's notice, that MMA has already scheduled an event in the location CONSULTANT desires to hold an event and such event has been scheduled by MMA.~~

4. **Website and Social Media.** Consultant may operate one or more websites intended to promote Consultant's business's events outside the WSOF Territory and clearly labeled as the website for Consultant's activities ("Consultant Website" or "Consultant Websites"). The Consultant ~~Website(s)~~ Websites shall include ~~any~~ a disclaimer reasonably sufficient so as 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 <wsolfe.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's events and such promotions shall include a disclaimer sufficient to differentiate the Licensed Events from those offered by MMA. Except with respect to Consultant's events, Consultant shall not market, promote or advertise to consumers within the WSOF Territory. If MMA references Consultant or ~~its~~ Consultant's

activities: on MMA's website or social media sites, MMA shall include as part of such references a Link to the <wsogc.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, 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 ~~within~~ outside of the WSOF Territory; (b) register or use any domain name in any generic Top Level Domain containing the Licensed Marks (with or without any Permitted Designation) or any marks confusingly similar thereto, except domain names approved by MMA; (c) register any user name, handle or social media designation containing the Licensed Marks or any marks confusingly similar thereto with any social media or video sharing website except as provided in Paragraph 4; (d) use the Licensed Marks in any manner that has or may have a negative impact on MMA, MMA's reputation, or the goodwill represented by the Licensed Marks; (e) 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 (e) interfere or attempt to interfere with any contract or business relationship between MMA and any third party; and (d) MMA shall not interfere or attempt to interfere with any contract or business relationship between Consultant 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 ~~Consultant's 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). 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 event Consultant desires to enforce rights in the Licensed Marks, Consultant shall give MMA 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 with 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 ~~and~~; (b) indemnify and hold MMA harmless for any attorneys' fees or costs that MMA incurs in connection with the enforcement action or as the result of any loss of rights in the Licensed Marks; and (c) obtain approval from MMA before entering into any settlement or agreement involving the Licensed Marks, which ~~cannot~~ approval shall not be unreasonably withheld.

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 ~~material amounts~~ any amount due and owing to MMA; ~~or~~ and (b) use of any of the Licensed Marks within the WSOF Territory ~~except as otherwise provided for by the Consulting and Master Licensing Agreement as amended hereby.~~ _____ Consultant shall have thirty (30) business days to cure any material breach. If Consultant fails to timely cure the material breach, MMA may terminate this License on written notice to Consultant. This License shall automatically terminate if Consultant files a petition in bankruptcy, is adjudicated a bankrupt or files a petition or otherwise seeks relief under or pursuant to any bankruptcy, insolvency or reorganization statute or proceeding, or if a petition in bankruptcy is filed against it or it becomes insolvent or makes an assignment for the benefit of its creditors or a custodian, receiver, or trustee is appointed for all or a substantial portion of its business or assets.

In the event that MMA materially breaches the ~~Consulting and Master License Agreement~~ (as amended hereby), Consultant shall provide MMA with written notice of the breach. MMA shall have thirty (30) business days to cure any material breach. If MMA fails to timely cure the material breach, Consultant may terminate this License on written notice to MMA.

~~In the event of a non-cured material breach, or an unresolved dispute, both parties agree to submit to arbitration as follows:~~

~~Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, or breach thereof, including whether the claims asserted are subject to arbitration will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of three arbitrators. The place of arbitration will be in the State of Nevada, Clark County. The language to be used in the arbitral~~

~~proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.~~

8. ~~Term and Effect of Expiration.~~ ~~The term of the Master License shall be ten (10) years from the date this Amendment is executed ("Initial Term"). Consultant shall have the sole right to extend the Initial Term an additional ten (10) years upon written notice to MMA prior to the expiration of the Initial Term. Upon expiration~~ Effect of Termination. 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 and (b) assign all domain names containing the Licensed marks to MMA; (c) assign 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 any sublicense agreements are continuing in force and effect upon expiration of this Master License, MMA agrees to continue to pay Consultant any fees and remuneration it would have earned under the terms of the Master License until expiration of said 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 MMA ~~or Consultant, the other Party~~ Consultant, 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, within the WSOF Territory, or in violation of the Master License (as amended hereby), 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,

~~or in violation of the Master License (as amended hereby) 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 for any events it holds 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.~~ **Insurance.** Consultant shall provide MMA with a certificate from its qualified and licensed insurer certifying that Consultant has the following insurance coverage: (i) comprehensive general liability in the minimum amount of Five Million Dollars (\$5,000,000 USD) combined single limit that will cover any and all losses to the property of Consultant or its affiliates, property of third parties, or personal injuries caused by the acts or omissions of Consultant, any employee of Consultant or any contractor engaged by Consultant; and (ii) media liability coverage in the minimum amount of Two Million Dollars (\$2,000,000 USD) combined single limit. The certificate shall also certify that MMA is an additional named insured under the insurance policies, which policies shall include a contractual liability endorsement to cover Consultant's obligations to indemnify MMA hereunder. The certificate shall specifically state that coverage as it pertains to MMA shall be primary regardless of any other coverage which may be available to MMA. Coverage shall be on an occurrence rather than a claims-made basis. The policies shall provide that MMA will be notified of the cancellation or any restrictive amendment of the policies at least fifteen (15) days prior to the effective date of such cancellation or amendment. Consultant shall not violate, or permit to be violated, any conditions of the insurance policies, and Consultant shall at all times satisfy the requirements of the insurance company writing the policies. Consultant shall ensure that all third parties that Consultant contracts with relating to any Licensed Events shall meet the insurance requirements set forth in this paragraph and name MMA as an additional named insured. Consultant shall require each such third party to provide MMA with a certificate of insurance upon MMA's request.

12. **Competing Business.** Other than the business contemplated by this License and any ownership in MMA, Consultant, its owners, principals, officers, and directors, will not, directly or indirectly, acquire, maintain any interest in, or otherwise participate in any business engaged in operating or promoting MMA events. 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.

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.

~~43.14.~~ **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.

~~44.15.~~ **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 Nevada 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 directly relating to Licensed Events; (6) the broadcast, filming and distribution rights associated with Licensed Events subject to standards established by MMA's Broadcast Partner; and (7) ~~any and all other additional goods, services and events offered by Consultant~~ subject to the prior written approval of MMA, which approval shall not be unreasonably withheld.

"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, provided that MMA approves such designation in its reasonable discretion.

"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.

~~45-16.~~ **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
901 N. Green Valley Parkway, Suite 150

Henderson, Nevada 89074
Facsimile: (702) 990-9837
Email:

With a copy to:

Attention:
Facsimile:
Email:

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: christa.childswatson.com

If to Consultant:

WSOF Global Limited

Attention:
Facsimile:
Email:

With a copy to:

Attention:
Facsimile:
Email:

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 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: _____ CONSULTANT: _____

MMAWC L.L.C., _____ WSOF GLOBAL LIMITED
a Nevada limited liability company _____

Signature _____ Signature _____

Printed Name _____ Printed Name _____

Title _____ Title _____

Date _____ Date _____

~~SIGNATURE PAGE TO FOLLOW~~

~~IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above, to be effective as of said date.~~

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

Date: _____

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

CONSULTANT
WSOF GLOBAL

Date: _____

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

Document comparison by Workshare Professional on Tuesday, January 26, 2016 11:52:15 AM

Input:	
Document 1 ID	file:///C:/Users/Christopher/Google Drive/Clio/MMAWC, L.L.C. (World Series of Fighting - WSOF)/Vince Hesser/Amendement to License.doc
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Document 2 ID	C:/Users/Christopher/Google Drive/Clio/MMAWC, L.L.C. (World Series of Fighting - WSOF)/Vince Hesser/Amendment to Consulting and License Agrmt 012616.docx
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Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	131
Deletions	105
Moved from	2

Moved to	2
Style change	0
Format changed	0
Total changes	240

EXHIBIT 5

2/6/2018

Childs Watson & Gallagher, PLLC Mail - Fwd:

CW&G

Christopher Childs <chris@childswatson.com>

Fwd:


Byron Thomas <byronthomaslaw@gmail.com>


Fri, Jan 29, 2016 at 6:03 PM


To: Christopher Childs <chris@childswatson.com>, Max Couvillier <mcouvillier@blacklobellolaw.com>

Chris it has taken longer to get this done than I thought. My clients are giving it one more look over, but I want to get something to you today.

3 attachments

 2Operating Agreement of MMAWC (4th AR) 012716a.docx
141K

 2Amendment to Consulting and License Agrmt 012816redline.docx
34K

 2Settlement Agreement 012816red.docx
47K

**AMENDMENT TO
CONSULTING AND MASTER LICENSING AGREEMENT**

This AMENDMENT TO CONSULTING AND MASTER LICENSE AGREEMENT (the "Amendment") is entered into as of January __, 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'

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).~~

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

Consultant shall comply with ~~all the~~ requirements reasonably established by MMA in connection with use of the Licensed Marks ~~including, without limitation, by using of TM or ® with 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~~. Consultant shall not acquire any trademark rights in the Licensed Marks alone or in connection with any Permitted Designation ~~except within Consultant's exclusive territory~~. 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 product ~~and~~ 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 otherwise promote mixed martial arts under the "World Series of Fighting" brand or any other brand or name within the WSOF Territory, except as may be contemplated by this Agreement~~. 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. ~~Without limiting the generality of the foregoing, the Parties agree that it shall not be unreasonable for MMA to withhold its consent to any assignment or transfer of Consultant's interest in the Master License (as amended hereby) to Shawn Lampman (or any Affiliate or family member of Shawn Lampman) or to any competitor of MMA.~~ 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. All ~~Gross Revenues and~~ 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. ~~The amounts set forth in Section 2.1 above are in addition to the amount set forth in this Section 2.2.~~

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. In the event MMA chooses not to co-produce an event, Consultant may proceed to produce the event at its sole expense.

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 <wsol.com> website, and MMA's website shall include a prominent Link to the <wsolgc.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 <wsolgc.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-within~~ 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~~within 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 event 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 with such written notice from Consultant to MMA. In 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. In 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 ~~any-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. ~~If Consultant fails to timely cure the material breach, MMA shall be entitled to all remedies available to it at law or in equity.~~

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. ~~If MMA fails to timely cure the material breach, Consultant shall be entitled to all remedies available to it at law or in equity.~~

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 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 sublicense term. MMA agrees to continue to pay Consultant any fees and remuneration it would have earned under the terms of the Master License until expiration of all 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 ~~and media liability coverage for its business and for any 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 qualified and licensed insurer certifying that Consultant has such coverage which certificate shall certify that MMA is an additional named insured under the insurance policies and which policies shall include a contractual liability endorsement to cover Consultant's obligations to indemnify MMA hereunder. The certificate shall specifically state that coverage as it pertains to MMA shall be primary regardless of any other coverage which may be available to MMA. Coverage shall be on an occurrence rather than a claims-made basis. Consultant shall ensure that all third parties that Consultant contracts with relating to any Licensed Events shall meet the insurance requirements set forth in this paragraph and name MMA as an additional named insured. Consultant shall require each such third party to provide MMA with a certificate of insurance upon MMA's request.~~

12. **Competing Business.** ~~Other than the business contemplated by this License and any ownership in MMA, Consultant, its owners, principals, officers, and directors, will not, directly or indirectly, acquire, or maintain any interest in, or otherwise participate in any business engaged in operating or promoting MMA events, 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 that operate outside of the~~

~~WSOF Territory as long as such acquisitions are 100% owned by Consultant (either as acquired assets of Consultant or as a subsidiary of Consultant) and revenue from such acquisitions rolls up into and becomes a part of the calculation of Gross Revenue and fees as provided for herein.~~

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 ~~subject to the prior written approval of MMA, which approval shall not be unreasonably withheld.~~

"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, ~~provided that MMA approves such designation in its reasonable discretion.~~

"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

Henderson, Nevada _____
Facsimile: (____) ____ - _____
Email: _____

With a copy to:

Attention: _____
Facsimile: _____
Email: _____

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: christa.childswatson.com

If to Consultant:

WSOF Global Limited

Attention: _____
Facsimile: _____
Email: _____

With a copy to:

Attention: _____
Facsimile: _____
Email: _____

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, uncured breach 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

Printed Name

Title

Date

EXHIBIT 6

From: Christopher Childs
To: Byron Thomas; Max Couvillier; Keith Redmond
Subject: Re: Revised documents
Date: Thursday, February 11, 2016 11:06:56 AM

Byron,

I will circulate execution versions of the documents for signature, but Max will be getting in touch with you about getting another extension done in case getting signatures extends beyond tomorrow.

Christopher R. Childs
Childs Watson & Gallagher, PLLC
770 E. Warm Springs Road, Suite 225
Las Vegas, Nevada 89119
Email: chris@childswatson.com
Office: 702-848-4533
Mobile: 702-606-1034

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On Thu, Feb 11, 2016 at 10:36 AM, Byron Thomas <byronthomaslaw@gmail.com> wrote:
Hello, Chris. If this is not going to get done by Friday we need to execute another extension.

On Wed, Feb 10, 2016 at 1:13 PM, Christopher Childs <chris@childswatson.com> wrote:
Hello Byron,

Bruce Deifik has signed off on the last set of changes. I am waiting for final confirmation from Haskel Iny and Bruce Bendell. I will let you know when I have heard from them.

Thank you,
Chris

Christopher R. Childs
Childs Watson & Gallagher, PLLC
770 E. Warm Springs Road, Suite 225
Las Vegas, Nevada 89119
Email: chris@childswatson.com
Office: [702-848-4533](tel:702-848-4533)
Mobile: [702-606-1034](tel:702-606-1034)

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On Wed, Feb 10, 2016 at 12:09 PM, Byron Thomas <byronthomaslaw@gmail.com> wrote:

1
AA334

Hello Chris. Have you guys had a chance to look at the documents? I know there was a delay on our part in getting them back to you, but we pretty much accepted all of Chris's changes from his last version, so I thought we would get this done in a day or so. If that is not going to happen please let me know. Deadlines in the litigation were pushed out until this Friday and I need to know if we are back in litigation mode. Thanks.

On Tue, Feb 2, 2016 at 5:21 PM, Christopher Childs <chris@childswatson.com> wrote:
That's probably a better question for Vince than me. As I understand it, the issues are:

(1) To what extent can Hesser/Wright compete with WSOF. I thought it was understood that they cannot compete with us within our territory, but they took out the language that would prevent that.

(2) Is anybody giving indemnities in the settlement agreement? Apparently Hesser/Wright want them removed if it means they have to give any type of personal indemnity.

(3) Which provisions (if any) to the operating agreement are we prohibited from amending without Zion's consent. I thought Zion was going to identify those sections they don't want amended, but they haven't done that. Apparently they don't want us to be able to amend anything that affects their rights as a member (which is basically everything in the agreement). That won't work if you expect to try to bring in new capital, and that's also not in the current operating agreement. We already agreed not to change the provisions that make Zion non-dilutable without their consent.

If there is anything else, I'm not sure what it is because nobody has told me what the issues are since I sent the agreements back today. I thought Byron and I had basically resolved everything else yesterday, and I sent Byron the revised agreements according to our conversation. Believe me, I want this to be over as much as (and maybe more than) anyone else, but I guess I am not really surprised that I would be made into the scapegoat.

Christopher R. Childs
Childs Watson & Gallagher, PLLC
770 E. Warm Springs Road, Suite 225
Las Vegas, Nevada 89119
Email: chris@childswatson.com
Office: 702-848-4533
Mobile: 702-606-1034

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On Tue, Feb 2, 2016 at 4:52 PM, Bruce Deifik <bruce@integprop.com> wrote:
What's up here Chris and what is it we can't get agreed to??!

Bruce W Deifik
President-CEO

Integrated Properties, Inc

On Feb 2, 2016, at 4:39 PM, Vince Hesser <vincehesser@yahoo.com> wrote:

Bruce,
I believe we are at an impasse with the language here. Let's take this back up again when I'm back from Asia.
Thanks for trying.

You and I came up with an acceptable agreement on New Years, which was agreed only to be minor changes to the agreement. We went well beyond that, and now it seems we are stuck going back and forth with terms that should never have been included in the first place. It appears there is a disconnect between you and Childs/Redmond as to what was agreed, and who is in charge to fix this. We have given up many additional rights under these docs, and there are no other terms that are necessary. This is simply over-lawyering to the point of standing in the way of the deal, and possibly mutual destruction of our investments.

At this juncture we should just revive the Bhavin's deal structure and let him discuss with Childs and Redmond.

Best,
Vince

From: Christopher Childs <chris@childswatson.com>
To: Byron Thomas <byronthomaslaw@gmail.com>; Vince Hesser <vincehesser@yahoo.com>
Cc: Bruce Deifik <bruce@integprop.com>; Keith Redmond <keithredmond@mac.com>
Sent: Tuesday, February 2, 2016 3:51 PM
Subject: Revised documents

Byron,

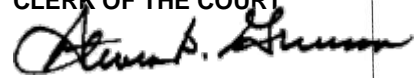
Per our conversation, attached are the revised documents that have been redlined against the last versions that you saw. I highlighted the two or three issues where I know you still needed to talk with Vince. After you have had a chance to review these, let's figure out a time for all of us to talk.

Thanks,

Chris

Christopher R. Childs
Childs Watson & Gallagher, PLLC
770 E. Warm Springs Road, Suite 225
Las Vegas, Nevada 89119
Email: chris@childswatson.com
Office: 702-848-4533
Mobile: 702-606-1034

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1 **NOTC**
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5 10777 West Twain Avenue, Third Floor
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7 Ph. (702) 869-8801
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6 *Attorneys for Defendants MMAWC, LLC, Bruce Deifik and*
7 *The Nancy And Bruce Deifik Family Partnership LLLP*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10
11 ZION WOOD OBI WAN TRUST and SHAWN
12 WRIGHT as trustee of ZION WOOD OBI WAN
13 TRUST; WSOF GLOBAL, LLC, a Wyoming
14 limited liability company,

15 Plaintiffs,

16 v.

17 MMAWC, LLC d/b/a WORLD SERIES OF
18 FIGHTING a Nevada limited liability company;
19 MMAX INVESTMENT PARTNERS, INC. dba
20 PROFESSIONAL FIGHTERS LEAGUE, a
21 Delaware corporation; BRUCE DEIFIK, an
22 individual; CARLOS SILVA, an individual;
23 NANCY AND BRUCE DEIFIK FAMILY
24 PARTNERSHIP LLLP, a Colorado limited
25 liability partnership; KEITH REDMOND, an
26 individual; DOES I through X, inclusive; and
27 ROE Corporations XX through XXX, inclusive,

28 Defendants.

CASE NO.: A-17-764118-C
DISTRICT COURT DEPT: 27

**NOTICE OF APPEAL BY DEFENDANTS
MMAWC, LLC, BRUCE DEIFIK & THE
NANCY AND BRUCE DEIFIK FAMILY
PARTNERSHIP LLLP**

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1 Notice of hereby given that defendants MMAWC, LLC, BRUCE DEIFIK and NANCY
2 AND BRUCE DEIFIK FAMILY PARTNERSHIP LLLP respectfully appeal to the Nevada
3 Supreme Court the District Court's March 13, 2018, Order Denying Motion to Dismiss and To
4 Compel Arbitration.

5 Among other things, NRS 38.247(1)(a) provides: "An appeal may be taken from...[a]n
6 order denying a motion to compel arbitration." *Id.*

7 Dated: April 11, 2018.

8 **BLACK & LOBELLO**

9
10 
11 Maximiliano D. Couvillier III, Esq.

12 Nevada Bar No. 7661

13 mcouvillier@blacklobello.law

14 *Attorneys for Defendants MMAWC, LLC, Bruce Deifik*
15 *and the Nancy And Bruce Deifik Family Partnership LLLP*

16 **CERTIFICATE OF SERVICE**

17 I certify that on April 11, 2018, I electronically filed the foregoing **NOTICE OF**
18 **APPEAL BY DEFENDANTS MMAWC, LLC, BRUCE DEIFIK & THE NANCY AND**
19 **BRUCE DEIFIK FAMILY PARTNERSHIP LLLP** with the Court's electronic filing and
20 service system, which provides electronic service to the following registered users:

21
22 Byron Thomas, Esq. (Bar 8906)
23 3275 S. Jones Blvd., Ste. 104
24 Las Vegas, NV 89146
25 Byronthomaslaw@gmail.com

26 /s/ Mariella Dumbrique
27 An Employee of Black & LoBello
28