UNITED STATES
SECURITIES AND EXCHANGE COMMISSIOM
Washington, D.C. 20549

FORM 8-K

CURENT REPORT
Pursuant to Section 13 or 15 (d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 24, 2015

B2 Digital, Incorporated
(Exact name of registrant as specified in its charter)

Delaware	0-11882	84-0916299
(State or other jurisdiction Of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

Rodney P. Hunt Chairman 201 Chain Bridge Rd. McLean, VA. 22101 & Paul LaBarre CEO 3177 E. Redfield Rd., Gilbert, Az.85234
(Address of principal executive Offices) (Zip Code) (Zip Code)

Registrant's telephone number, including areas code: (480)639-0876

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (See General Instructions A.2 below):

( ) Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

( ) Soliciting materials pursuant to Rule 14a- 12 under the Exchange Act (17 CFR 240.14a-12)

( ) Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b)

( ) Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13

Item 1.01 B2 Digital, Inc. Board of Directors approved and authorized a Promissory Note to be issued to Good Hunting Inc.. in the amount of $21,000.

On April 27, 2015, B2 Digital, Inc. Board of Directors did approval and Authorize to accept a loan of Fifteen-Thousand Dollars ($15,000) from Good Hunting Inc. This resolution was signed by Chairman Rodney P. Hunt, with Directors Ernest McKay, Andrew Georgens and Paul D.H. LaBarre Abstaining for reasons that are so stated with each Director on the attached BOD Resolution.

This Resolution further approved and authorized the issuance of a Promissory Note to Good Hunting Inc. in the amount of Twenty-One Thousand Dollars ($21,000) to cover this loan and the first loan of Six-Thousand Dollars ($6,000) authorized on March 17, 2015. The promissory note will contain language to allow a 50% discount as a debt conversion to restricted stock under Rule 144. Number of shares to be issued will be covered on the past five days of trading once the option to convert said note has been received in writing from Good Hunting, Inc.

This Resolution further Approved and authorized the C.E.O. Paul D.H. LaBarre of B2 Digital o have written and tol thern sign a "Promissory Note in the amount of $21,000 dollars, as B2 Digital, Inc. being the "Maker" and Good Hunting, Inc. as the "Payee".

Other than with respect to the transaction, there is no material relationship between the Company or any director or officer of the Company, or any associate of any such director or officer.

As of this date the B2 Digital, Inc. has not issued a Press Release concerning this matter.

Financial Statements and Exhibits can be found for B2 Digital on: www.octmarkets.com Posted July 27, 2013, Year End Report, March 31, 2013.

(d) Exhibits

Exhibit No.	Description
10.1	BOD Approval to receive a loan from Good Hunting, Inc. and the issuance of a Promissory Note in the amount of $21,000 dollars, in the name of Good Hunting, Inc.
10.2	Promissory Note in the name of Good Hunting, Inc., in the amount of $21,000.

Pursuant to the requirements of the Security Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 24. 2015

B2 Digital, Incorporated

By:/s/ Paul D.H. LaBarre
Paul D.H. LaBarre
C.E.O. B2 Digital

04-27-2015

B2 DIGITAL INC.

**UNANIMOUS WRITTEN CONSENT
TO ACTION WITHOUT A MEETING
OF THE BOARD OF DIRECTORS**

The undersigned, being all the directors of B2Digital Inc., a Delaware corporation (the "Company"), and acting by written consent without a meeting pursuant to Section 6 of Article V of the Bylaws of the Company and Section 141(f) of the Delaware General Corporations Law, hereby adopt the following resolutions effective as of the date first written below with the same force and effect as if adopted at a duly convened meeting of the Board of Directors:

1. **Approval of Secondary Funding From Good Hunting, Inc.**

WHEREAS, the Company desires to accept a second loan from Good Hunting, Inc., this loan will be in the amount of Fifteen-Thousand Dollars ($15,000); loan is to be used in the following manner; for the Legal Services Retainer of W. Manly, P.A. Security Attorney, Engagement letter attached; retainer fee to be Five-Thousand dollars ($5,000) Whereas, the Company further desires to make a payment for back services of Manhattan Transfer in the amount of Ten-Thousand dollars ($10,000). In exchange for this loan of Fifteen-Thousand dollars ($15,000) B2 Digital will offer to Good Hunting Inc. in exchange for said loan, restricted common stock under Rule 144. The amount of common shares to be issued will be based on the current trading price as listed over the last five days of trading, with a discount of 50%. Should a reverse take place before the issue of common shares under this resolution the amount to be issued will be divided as to the reverse. The shares will be issued at the earliest opportunity. A promissory note will also be issued in the amount of Twenty-One Thousand dollars ($21,000), in support of this transaction.

WHEREAS, the Company desires to accept a second loan from Good Hunting, Inc. this loan will be in the amount of Fifteen-Thousand dollars ($15,000) in exchange for restricted common stock under Rule 144. The amount of common shares to be issued will be based on the current trading price as listed over the last five days of trading, with a discount of 50%. Should a reverse take place before the issue of common shares under this resolution the amount to be issued will be divided as to the reverse. The shares will be issued at the earliest opportunity. The Company does hereby authorize Ernest McKay, Secretary of Good Hunting, Inc. and Secretary of B2 Digital, Inc. to send a wire transfer to W. Manly, P.A. as instructed in the attached Engagement letter of April 17, 2015 The Company does further authorize Ernest McKay Secretary of Good Hunting, Inc. and Secretary of B2 Digital, Inc., to send a wire transfer to Manhattan Transfer per wiring instructions attached. The company does further instruction and authorize Ernest McKay Secretary of Good Hunting Inc. to have a Promissory Note written and signed by the B2 Digital CEO Paul D.H. LaBarre, in support of the total loan amount as of this date, Twenty-One Thousand dollars ($21,000).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby provide for the Authorization to allow Ernest McKay, Secretary of Good Hunting Inc. and Secretary of B2 Digital, Inc., to issue two wire transfers one to W. Manly, P.A.

and the second one to Manhattan Transfer, in the amounts listed above. Let it be further resolved that Ernest McKay will provide to B2 Digital, Inc. a Promissory Note in the amount of Twenty-One Thousand dollars $21,000), that said note is to be returned to the Board of Directors of Good Hunting, Inc., signed by B2 Digital CEO and approved by the B2 Digital Board of Directors.

RESOLVED, that the Board of Directors has concluded, in its good faith business judgment that the issuance of this offer is in the best interests of the Company.

2. **Omnibus**

RESOLVED, that any and all actions heretofore taken by the officers of the Company in its name and on its behalf in connection with the foregoing resolutions are hereby ratified, confirmed and approved in all respects as and for the acts of the Company by the Board of Directors of the Company.

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed on behalf of and in the name of the Company at any time and from time to time and without further action by or authority or direction from the Board of Directors of the Company to take all such actions, to make or cause to be made and to execute and deliver any and all agreements, instruments, documents, and certificates and any and all changes, modifications or additions thereto, and to do or cause to be done any and all acts or thing as such officer deems necessary, advisable or appropriate to carry out the purposes and intent of the foregoing resolutions.

This Written Consent may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Directors have executed this Written Consent as of April 27, 2015

Rodney P. Hunt – Chairman - Director

ABSTAINED FROM VOTING–See Exhibit A

Ernest G. McKay – Secretary - Director

ABSTAINED FROM VOTING–See Exhibit B

Andrew Georgens - Director

ABSTAINED FROM VOTING–See Exhibit C

Paul D.H. LaBarre – C.E.O. - Director

EXHIBIT A

DISCLOSURE OF ERNEST G. MCKAY

Ernest G. McKay is Secretary, an equity member of the B2 Digital Board of Directors and a member of the Good Hunting, Inc. Board of Directors. Ernest G. McKay is a member of and as such, THERE COULD BE AN INHERENT CONFLICT OF INTEREST.

All of the members of the B2 Digital, Inc. Board of Directors have been so advised that this conflict could exist and that being the case Ernest G. McKay has abstained from voting in regard to this BOD Authorization to accept a loan from Good Hunting, Inc., to B2 Digital, Inc.

By the executing of the Board Resolution, B2 Digital, Inc. acknowledges being Warned about the above and is waving the Company's right to assess a claim against Ernest G. McKay, related to accepting this loan and against any of the parties that are affiliated with Ernest G. McKay for failing to inform the B2 Digital Board of Directors of that there was in fact a possible conflict of interest.

EXHIBIT B

DISCLOSURE OF ANDREW GEORGENS

Andrew Georgens is an equity member of B2 Digital, Inc. Board of Directors. Andrew Georgens is also a member of the Good Hunting, Inc. Board of Directors and as such, THERE COULD BE AN INHERENT CONFLICT OF INTEREST.

All of the members of the Board of Directors of B2 Digital, Inc. have been so advised that this conflict could exist and that being the case Andrew Georgens has abstained from voting in regard to this BOD Authorization to accept a loan from Good Hunting, Inc.

By the executing of the Board Resolution, B2 Digital, Inc. acknowledges being Warned about the above and is waving the Company's right to assess a claim against Andrew Georgens, related to this Authorization and against any of the parties that are affiliated with Andrew Georgens for failing to inform the Board of Directors of B2 Digital, Inc. that there was in fact a possible conflict of interest.

EXHIBIT C

DISCLOSURE OF PAUL D.H. LABARRE

Paul D.H. LaBarre is an equity member of B2 Digital, Inc. and a member of the Board of Directors. Paul D.H. LaBarre as Chief Executive Officer is a person that has a past history with the Chairman of Good Hunting, Inc. Ms. Tamara Hunt, as he adopted three of Ms. Hunt's sons. As such, THERE COULD BE AN INHERENT CONFLICT OF INTEREST.

All of the members of the B2 Digital Board of Directors have been so advised that this conflict could exist and that being the case Paul D.H. LaBarre has abstained from voting in regard to this BOD Authorization to accept the loan from Good Hunting Inc.

By the executing of the Board Resolution, B2 Digital acknowledges being Warned about the above and is waving the Company's right to assess a claim against Paul D.H. LaBarre, related to this accept this loan and against any of the parties that are affiliated with Paul D.H. LaBarre for failing to inform the Board of Directors of B2 Digital, Inc. that there was in fact a possible conflict of interest.

PROMISSORY NOTE

DATED: August 24, 2015

Mesa, Maricopa County, Arizona

1 Promise to Pay. For value received, B2 Digital, Inc., a Delaware Corporation, ("MAKER") PROMISES TO PAY Good Hunting Communications, Inc. a Arizona Corporation, ("Payee"), or order, in care of Sterling Threet, 2345 E. University Dr., Suite #2, Mesa, Arizona, 85213, or such other place as Payee shall designate in writing, the principal amount of Twenty-One Thousand Dollars ($21,000.00). This is pursuant to B2 Digital, Inc. Resolution dated April 27, 2015, and see Exhibit 10.1, attached for support of this Note.

2. Payment Terms: This note shall bear 7.5% interest until the due date. The principal amount due under this Note shall be payable in full on or before April 29, 2017. The Maker shall pay to the Payee or its designee by wire transfer or check in the amount of $21,000.00 plus interest. This Promissory Note maybe converted to restricted common stock under Rule 144. Upon request by Payee in writing, this Promissory Note maybe converted; the rate shall be at 50% discount based upon the last five days of trading. Should Payee, not make said request by the due date of this Promissory Note; said Note shall be converted to common stock under Rule 144 restricted, as written above.

3. Default. Maker will be in default if any of the following happens: (a) Maker fails t make payment when due; (b) Maker breaks any promise Maker has made to Payee, or Maker fails to comply with or perform when due any other term, obligation, covenant or condition contained in this Note; (c) Makes become insolvent, a receiver is appointed for any part of the Collateral, Maker makes an assignment for the benefit of creditors, or any proceeding in commenced by Maker or against Maker under any bankruptcy or insolvency laws, provided, however, the foregoing provisions as they relate to bankruptcy and insolvency shall not apply in the event of a good faith dispute by Maker as to the validity or reasonableness of the claim which is the basis of the proceeding.

4. Payee's Right; Default Interest. If Maker failed to cure any default within five (5) days of written notice thereof, Payee may declare the entire unpaid principal balance on this Note anal accrued but unpaid interest, if any, immediately due, and within ten (10) days of receiving written notice thereof Maker will pay that amount. In addition, from the date of default and until the entire amount under this Note has been paid in full, interest shall accrue on the unpaid principal and interest due under this Note at the rate of 1 ½ percent per month. Payee may hire or pay someone else to help-collect this Note if Maker does not pay. Maker also will pay Payee amounts reasonably charged by such person. This includes, subject to any limits under applicable law, Payee's reasonable attorneys' fees and Payee's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Maker will also pay any curt costs, in addition to all other sums provided by law. This Note has been delivered to Payee and accepted by Payee in the State of Arizona. If there is a lawsuit, the parties agree to submit to the exclusive jurisdiction of the Superior Court of Maricopa County, Arizona. This Note shall be governed by and construed in accordance with the laws of the State of Arizona.

5. Collateral. This Note is secured by Twenty-One Thousand dollars, plus interest of B2 Digital, Inc. Common Stock under Rule 144 restricted. As listed in No.2 (Payment Terms). All of the terms, conditions and covenants of which are hereby incorporated into and made a part of this Note; s listed in B2 Digital, Inc. Resolution dated April 27, 2015. This Promissory Note will provide for Good Hunting, Inc. to take first position lien in the event should Maker fail under terms of No.2, 3, or 4.

6. General Provisions. Payee may delay or forego enforcing any of its rights or remedies under this Note without losing them. Except as other weasel provided herein, Maker, to the extent allowed by law, waives presentment, demand for payment, protect and notice of dishonor.

7. Authority. Under the authority as written in the B2 Digital, Inc. Resolution dated April 27, 2015, as a representative of B2 Digital, Inc., said promissory Note shall be signed by Paul D.H. LaBarre as C.E.O. of B2 Digital, Inc.

PRIOR TO SIGNING THIS NOTE, MAKER HAS READ AND UNDERSTANDS AL OF THE PROVISIONS OF THIS NOTE. MAKER AGREES TO THE TERMS OF THIS NOTE AND ACNOWLEDGES RECDEIPT OF A COMPLETED COPY OF THIS NOTE.

Maker:

B2 Digital, Inc.

By: _____ Date: August 24, 2015

Paul D.H. LaBarre For: B2 Digital

Its: Chief Executive Office (C.E.O.)

Attachments: B2 Digital Board of Directors Resolution, Dated April 27, 0215