

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

FORM 8-K

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

Date of Report (Date of earliest event reported): May 14, 2015

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

<u>Delaware</u> (State or other jurisdiction Of Incorporation)	<u>0-11882</u> (Commission File Number)	<u>84-0916299</u> (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 to receive a loan of Fifteen-Thousand Dollars (\$15,000) from Good Hunting Inc..

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. The funds from this loan are to be used to pay Five-Thousand Dollars (\$5,000) as a retainer to Wani I. Manly P.A. Attorney at Law as legal counsel for B2 Digital, Inc. an additional Ten-Thousand Dollars (\$10,000) will be used to pay part of Invoice No. 1919 to Manhattan Transfer Registrar Company.

This Resolution further Approved and authorized the Secretary of B2 Digital Ernest G. McKay to make the wire transfers to Wani I. Manly P.A. and to Manhattan Transfer Registrar Company in the amount listed in this 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.

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](http://www.octmarkets.com) Posted July 27, 2013, Year End Report, March 31, 2013.

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
<u>No.</u>	
10.1	BOD Approval to Accept a Secondary Loan of \$15,000 from Good Hunting Inc. April 27, 2015
10.2	Engagement Letter from Wani I. Manly P.A. dated April 17, 2015
10.3	Wiring instruction for Manhattan Transfer Registrar Company with invoice No. 1919

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: May 14, 2015

B2 Digital, Incorporated

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

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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. **Omibus**

**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.



**MANLY, P.A.**  
ATTORNEY AND COUNSELOR AT LAW

April 17, 2015

Mr. Paul D.H. LaBarre  
President & CEO  
B-2 Digital, Inc.  
3177 E. Redfield Road  
Gilbert, Arizona 85234

**Re: Engagement of W. Manly, P.A.**

Dear Mr. LaBarre:

We are pleased that you wish to engage us to advise and represent B-2 Digital, Inc. (hereinafter the "Company") in legal services contemplating securities law; specifically, legal review of the Company's financial disclosures for the last two fiscal years, the provision of our legal opinion of adequate and current information for OTC Markets, Inc.'s News Services, and such other matters as shall arise from time to time. This letter is intended to set forth our understanding as to the nature and scope of the legal services we will render and the terms of the payment of our fees.

1. **Nature of Legal Services.** Representation in connection with representation with securities law with respect to: legal review of the Company's financial disclosures for the last two fiscal years, the provision of our legal opinion of adequate and current information for OTC Markets, Inc.'s News Services, and such other matters as shall arise from time to time.

2. **Retainer.** There is an initial non-refundable retainer fee for this engagement of \$5,000.00 due upon execution of this Engagement Letter for the nature of legal services described in Paragraph 1 to be performed on behalf of the Company. The purpose of the retainer is to secure the fee we believe you will initially incur in this matter. If any additional services are required outside of the services contemplated herein, an additional retainer fee may be requested as required.

We may also require additional monies to be held in trust for exceptional matters such as ensuing litigation; however any payment of fees will not be drawn from the trust account without written confirmation by you or a duly authorized agent of you as required by the State of Florida Bar. All fees will be billed against the non-refundable retainer and subsequently against any funds



Mr. Paul D.H. LaBarre  
B-2 Digital, Inc.  
April 14, 2015  
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held in trust. Expenses will not be billed out of the trust account. For a detailed explanation of expenses please see Paragraph 4 below referring to Costs.

The retainer shall be remitted via wire or teller deposit to the following account:

**Wire Transfer Instructions to Citibank, N.A.:**

Citibank, N.A.  
Account No.: 3290325259  
Routing No.: 266086554  
For credit to W. Manly, P.A.

3. **Fees for Services.** In an effort to make our legal services affordable to our clients, we have streamlined the majority of our services to flat fees, with some exception, and will notify you accordingly prior to the providing of such services and the costs. At that time, payment is expected before the rendering of all services.

Wani Iris Manly, Esq.	\$300.00
Consultants	\$150.00-\$275.00
Paralegals	\$75.00
Legal Assistants	\$50.00

We will use our time efficiently to minimize your legal fees. The hourly rate will be reflected on each invoice.

4. **Costs.** In connection with our representation, certain expenses will be incurred such as filing fees, recording costs, delivery charges, long distance charges, special postage (express mail, certified mail and the like), courier service, and copying and computer research charges. In addition to our fees for legal services, you agree to pay for such expenditures.

5. **Payment of Fees and Costs.** Payment of fees and costs are expected before the rendition of any services. Questions concerning billing or the payment of fees and costs are to be immediately directed to us in writing by you. If we receive no adverse written comment from you within thirty (30) days from the receipt of a bill, then it is acknowledged and agreed that you have found the bill to be correct and accurate. Should you go delinquent on an account past thirty (30) days then we Office reserve the right to immediately withdraw from representation.

6. **Termination.** You have the right to terminate representation by written notice at any time for any reason. We have the same right to terminate this engagement, subject to our obligation to give you reasonable notice to permit you to obtain alternative representation or services and subject to applicable ethical provisions. We specifically maintain the right to withdraw for breach of this agreement, including failure on your part to pay our invoices and/or prepayment

W. MANLY, P.A.  
1101 BRICKELL AVENUE • 8TH FLOOR • SOUTH TOWER • MIAMI, FLORIDA • 33131  
PHONE 305.424.1664 • FAX: 786.269.2187 WMANLY@MANLYLAW.COM

Mr. Paul D.H. LaBarre  
B-2 Digital, Inc.  
April 14, 2015  
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deposits. When our services conclude, through withdrawal, discharge or conclusion of the engagement as described in Paragraph 1, all unpaid charges will become due and payable immediately. At that time, we will offer to return your documents and other materials related to this matter.

7. **Records Retention.** Any records relating to this matter that we retain following the conclusion of our representation will be kept in accordance with our Records Retention Policy, as revised from time to time, and ultimately will be destroyed pursuant to this policy, without further notice to you.

8. **Non-Payment of Fees and Costs.** The non-payment of any statement for fees and costs rendered to you in accordance with the terms of this letter will constitute a default by you. In such event, you authorize and consent to our immediate cessation of all legal services on your behalf and to our withdrawal as your counsel from all pending litigation. You will nevertheless be liable to us for the payment of any fees earned and any costs incurred to that time and you agree to be solely responsible for any adverse consequences which occur during any lapse in legal services. Any amounts on deposit in our trust account as a cost deposit may be applied to our outstanding bills. In the event you are late in paying our fees, we are entitled to hold any papers you have given us, any papers we obtained from anyone else on your behalf and any papers we created in connection with your representation, in addition to requesting an additional retainer or replenishable retainer.

In the event you feel you have been improperly or unfairly billed, you may discuss or dispute the bill with us. No fees will be charged for the time incurred while we discuss your bills. We also agree to engage in formal fee dispute resolution procedures, including fee arbitration, established and administered by the Bars of the state where this matter has been handled, should you chose to undertake such procedures.

9. **Commencement of Representation.** If the foregoing is agreeable to you, please sign this letter and return it to us. A facsimile return is acceptable.

As you know, it is in your best interest to preserve the confidentiality of all communications between us. Your privilege to prevent disclosure of such communications may be jeopardized by disclosing the contents of our communications to third parties.

We appreciate your confidence and assure you that we shall make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

W. MANLY, P.A.  
1101 BRICKELL AVENUE • 8TH FLOOR • SOUTH TOWER • MIAMI, FLORIDA • 33131  
PHONE 305.424.1664 • FAX: 786.269.2187 WMANLY@MANLYLAW.COM

Mr. Paul D.H. LaBarre  
B-2 Digital, Inc.  
April 14, 2015  
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Wani Iris Manly, Esq.  
W. MANLY, P.A.  
For the Firm

AGREED AND ACCEPTED THIS 27<sup>th</sup> day of April 2015.



By: Paul D.H. LaBarre  
President & CEO  
B2 Digital, Inc.

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W. MANLY, P.A.  
1101 BRICKELL AVENUE • 8TH FLOOR • SOUTH TOWER • MIAMI, FLORIDA • 33131  
PHONE 305.424.1664 • FAX: 786.269.2187 WMANLY@MANLYLAW.COM

Wiring Instructions:

Chase Bank

Miller Place Financial Center

385 Route 25A

Miller Place, NY 11764

ABA or Routing Number: 021000021

Account Number: 830921854

SWIFT Wire Code for Foreign Wires: CHASUS33

Manhattan Transfer Registrar Company

531 Cardens Court

Erie, CO 80516

*Be sure to make this to the  
account of B2 Digital. Please  
find an invoice attached  
with all the need information*

*Paul LaBarre  
for B2 Digital*

Manhattan Transfer Registrar Company

531 Cardens Ct.  
Erie, CO 80516

# Invoice

Date	Invoice #
3/31/2015	1919

Bill To
B-2 Digital Paul Labarre

Terms
Net 15

Quantity	Description	Rate	Amount
	Monthly Service Charge	400.00	400.00
<b>Total</b>			\$400.00
<b>Customer Total Balance</b>			<b>\$26,945.43</b>

Phone #	Fax #	E-mail
631-928-7655	631-209-8143	cmacdona1d@mturco.com
Web Site	www.mturco.com	