

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): January 24, 2011

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

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

1030 S. Mesa Drive, Mesa, Arizona 85210  
(Address of principal executive Offices) (Zip Code)

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

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 240.13e-4(c))

**Item 1.01 B2 Digital Board of Directors Approve "Purchase of 38 Claims"**

On October 11, 2010 B2 Digital entered into an "asset Purchase Agreement" with Stephane Lablanc of Firma Gold, Inc. for the purchase of 38 mining claims in the Courville Township, Quebec, Canada for two payments of \$30,000 due within a reasonable time period. The funding for this project was to come from a One-Million dollar debenture with CBD Group. The CBD Group was not able to fund the debenture and on November 15, 2010 the Board of Director voted to cancel this debenture. Because of the cancellation of the debenture the purchase of the 38 mining claims was not finalized. During the next three months B2 Digital continued to negotiate with Stephane Leblanc to finalize this "Asset Purchase Agreement" in another manner. On January 19, 2011 B2 Digital signed a new "Purchase Agreement for 38 Claims" in exchange for 200 million shares of restricted common stock under Rule 144. On January 24, 2011 the Board of Directors issued a Resolution for the issue of 200 million shares of restricted common stock under Rule 144 for this "Purchase Agreement of 38 Claims" as listed in the agreement.

Other than with respect to the transaction, there is no material relationship between Stephane Lablanc, Firma Gold Inc. and the Company or any director or officer of the Company, or any associate of any such director or officer.

Upon the approval of this BOD Resolution restricted shares will be issued in the name of Stephane Lablanc. A Press Release concerning the information involved in the agreement has not been issued by the Company as of this date.

**Item 9.01 Financial Statements and Exhibits**

Financials statements for B2 Digital can be found on: [www.pinksheet.com](http://www.pinksheet.com) filed September 30, 2010, Page 1

**(d) Exhibits**

<u>Exhibit</u>	<u>Description</u>
<u>No.</u>	
10.1	Purchase Agreement for 38 Claims – Dated January 19, 2011
10.2	BOD Resolution – Dated January 24, 2011

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: January 24, 2010

B2 Digital, Incorporated

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

**PURCHASE AGREEMENT FOR 38 CLAIMS**

THIS AGREEMENT DATED AS OF January 19, 2011

BETWEEN:

Stéphane Leblanc  
970, Gilles Lupien  
Trois-Rivieres  
Quebec, G9C-0B9

(the "Vendor")

AND:

B2 Digital ("BTDG")  
1030 S Mesa Drive,  
Mesa, Arizona  
85210

(the "Purchaser")

WHEREAS the Vendor has agreed to sell to the Purchaser a one hundred per cent (100 %) interest in thirty eight (38) mineral claims (the "Claims") situated in the Senenville/Tiblemont/Courville township, Province of Quebec, more fully described in Schedule A attached hereto, subject to certain conditions

THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

**1. REPRESENTATIONS AND WARRANTIES**

1.1. The Vendor represents and warrants that as of the date of the execution of this agreement:

1.1.1. The registration of the Claims, which have been properly staked and recorded in accordance with the laws of Quebec, is pending with Ministère des Ressources Naturelles et de la Faune du Québec ("MRNFQ") and that the ground has been applied for through Gestim and the applications have been paid and have been acknowledged as received by the MRNFQ and that after the registration, he is the beneficial owner of all the Claims;

1.1.2. that the Claims are free and clear of any charges, liens, encumbrances, royalties, conflicts or disputes of any kind; and

1.1.3. that no other parties have a right in or to the Claims.

1.2. The Purchaser represents and warrants that as of the date of the execution of this agreement:

1.2.1 It is a validly existing corporation organized under applicable laws, it has the right to carry on its activity, it is free to enter into this agreement and it has achieved all necessary corporate acts in order to execute this agreement; and

Initials :

*S.L.*

*POB*

**( 1. REPRESENTATIONS AND WARRANTIES -- continued)**

1.2.2 Notwithstanding the foregoing, this agreement is subject to regulatory approval and the Purchaser shall diligently seek and use its best efforts to obtain such approval and confirm the same to the Vendor as soon as possible.

**2. AGREEMENT**

2.1. Within Ten days after the date of the approval by the regulatory authorities, BTDG shall issue 200,000,000 (Two hundred million) shares restricted common stock under Rule 144 to the Vendor as a full payment for the acquisition of all 38 claims.

2.2 The issue of shares described herein shall be subject to such conditions as the applicable regulatory authorities may impose.

2.3 The Purchaser will have thirty (30) days to obtain regulatory approval from the date of this agreement.

2.4 The Purchaser will file an executed copy of this agreement with the *Ministere des Ressources naturelles et de la Faune* within thirty (30) days of regulatory approval.

**3. ROYALTY**

3.1. The Vendor will receive a two per cent (2.0%) Net Smelter Return ("NSR") royalty on all smeltable minerals or metals extracted from the Claims as defined in Schedule B.

3.2. The Purchaser shall be under no obligation to put the Claims into commercial production.

3.3. The Purchaser shall at any time have the right to buy back one percent (1%) Net Smelter Return ("NSR") for one million dollars (\$1,000,000).

**4. INTEREST AND TRANSFER OF PROPERTY** Upon

completion by the Purchaser of the issuance and delivery of shares:

4.1. the Purchaser will own a hundred per cent (100%) interest in the Claims, subject to payment of the Royalty; and

4.2. the Vendor will deliver to the Purchaser a duly signed transfer of the Claims in recordable form, the registration cost and any related expenses to be the sole responsibility of the Purchaser. Vendor will supply information to Purchaser of the cost involved in said registration.

**5. GENERAL PROVISIONS**

5.1. This agreement shall be governed by the laws of the Province of Quebec

and the state of Arizona.

5.2. It is understood and agreed that the language of this agreement is English with the consent of the parties hereto. *Il est convenu et entendu que la presente convention est redigee en langue anglaise selon la volonte expresse des parties.*

5.3. In the event of a dispute between the parties arising out of this agreement the matter shall be

**( 5. GENERAL PROVISIONS -- continued)**

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referred to the arbitration of one person, to be appointed by mutual approval of the parties hereto. Such arbitration shall be carried out pursuant to the provisions of arbitration legislation of the Province of Quebec. If parties hereto cannot agree to appoint an arbitrator, either party hereto may apply on seven day's notice given to the other party to a judge of the courts of Quebec to appoint an arbitrator. The said judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator. If any arbitrator appointed refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the arbitrator so appointed shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally.

5.4. This agreement constitutes the entire agreement between the parties hereto pertaining to the Claims and supersedes all prior and contemporaneous agreements, whether oral or written, between the parties in connection with the Claims. No supplement, modification or waiver of this agreement shall be binding unless executed in writing by the parties to be bound thereby.

5.5. The parties hereto agree to do or cause to be done all acts or things necessary to implement and carry into effect this agreement to its full extent

5.6. This agreement shall ensure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

5.7. This agreement shall be fully executed within 120 days from the date of signing. This time period can be extended with the approval of both parties. This agreement may also be terminated by either party should this execution not take place within this allotted period of time.

5.8. This agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one agreement. Facsimile signatures that show a notary stamp are acceptable and binding.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement as of the day, month and year first above written.

**VENDOR:**  
**STEPHANE LEBLANC**

Per: Stéphane Leblanc

Pays: Canada  
State of: Province: Québec.

Subscribed and Sworn to before me,  
the undersigned Notary Public this  
21 Day of Jan, 2011.

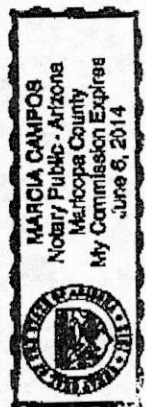
Initiales

**PURCHASER:**  
**BZ DIGITAL BTDC**

Per: Paul D.H. Barry - CEO

State of Arizona, County of Maricopa

Subscribed and Sworn to before me,  
the undersigned Notary Public this  
19<sup>th</sup> Day of Jan, 2011.



**PURCHASE AGREEMENT FOR 38 CLAIMS (continued)**

**SCHEDULE A - LIST OF THE 38 CLAIMS PURCHASED**

No.	SNRC	CELL IDENTITY	AREA (Ha.)	CLAIM NUMBER	EXPIRY DATE	BLOCK NAME
1	32C06	X0003 0027 0	57,32	CDC 2203434	2012-01-27	Block 2
2	32C06	X0003 0028 3	57,32	CDC 2203435	2012-01-27	Block 2
3	32C06	X0002 0027 0	57,33	CDC 2229023	2012-05-04	Block 2
4	32C06	X0002 0028 0	57,33	CDC 2229024	2012-05-04	Block 2
5	32C06	X0002 0029 0	57,33	CDC 2203443	2012-01-27	Block 2
6	32C06	X0002 0030 0	57,33	CDC 2206048	2012-02-17	Block 2
7	32C06	X0002 0031 0	57,33	CDC 2206049	2012-02-17	Block 2
8	32C06	X0002 0032 0	57,33	CDC 2206047	2012-02-17	Block 2
9	32C06	X0002 0033 0	57,32	CDC 2229025	2012-05-04	Block 2
10	32C06	X0002 0034 0	57,31	CDC 2229026	2012-05-04	Block 2
11	32C06	X0002 0035 0	57,32	CDC 2229027	2012-05-04	Block 2
12	32C06	X0002 0036 0	57,32	CDC 2229028	2012-05-04	Block 2
13	32C06	X0002 0037 0	57,32	CDC 2218268	2012-04-20	Block 2
14	32C06	X0001 0028 0	57,34	CDC 2229019	2012-05-04	Block 2
15	32C06	X0001 0029 0	57,34	CDC 2229020	2012-05-04	Block 2
16	32C06	X0001 0030 0	57,33	CDC 2214930	2012-04-15	Block 2
17	32C06	X0001 0031 1	44,33	CDC 2215896	2012-04-18	Block 2
18	32C06	X0001 0032 1	17,76	CDC 2206052	2012-02-17	Block 2
19	32C06	X0001 0033 1	42,06	CDC 2206051	2012-02-17	Block 2
20	32C06	X0001 0034 0	57,33	CDC 2218266	2012-04-20	Block 2
21	32C06	X0001 0035 0	57,33	CDC 2229021	2012-05-04	Block 2
22	32C06	X0001 0036 0	57,33	CDC 2229022	2012-05-04	Block 2
23	32C06	X0001 0037 0	57,33	CDC 2218267	2012-04-20	Block 2
24	32C03	X0030 0030 0	57,34	CDC 2229015	2012-05-04	Block 2
25	32C03	X0030 0031 0	37,24	CDC 2250973	2012-09-22	Block 2
26	32C03	X0030 0032 0	25,02	CDC 2250974	2012-09-22	Block 2
27	32C03	X0030 0033 1	45,39	CDC 2206050	2012-02-17	Block 2
28	32C03	X0030 0034 0	57,34	CDC 2218260	2012-04-20	Block 2
29	32C03	X0030 0035 0	57,34	CDC 2229016	2012-05-04	Block 2
30	32C03	X0030 0036 0	57,34	CDC 2229017	2012-05-04	Block 2
31	32C03	X0030 0037 0	57,34	CDC 2218261	2012-04-20	Block 2
32	32C03	X0030 0038 0	57,34	CDC 2229018	2012-05-04	Block 2
33	32C03	X0029 0032 0	57,35	CDC 2229011	2012-05-04	Block 2
34	32C03	X0029 0033 0	57,35	CDC 2229012	2012-05-04	Block 2
35	32C03	X0029 0034 0	57,35	CDC 2206046	2012-02-17	Block 2
36	32C03	X0029 0035 0	57,35	CDC 2229013	2012-05-04	Block 2
37	32C03	X0029 0036 0	57,35	CDC 2229014	2012-05-04	Block 2
38	32C03	X0028 0036 0	57,36	CDC 2206045	2012-02-17	Block 2
			2036,49	hectares		

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## PURCHASE AGREEMENT FOR 38 CLAIMS (continued)

### SCHEDULE B - NET SMELTER RETURN ROYALTY

1. Pursuant to Section 3 of the agreement to which this schedule is attached, the Vendor is entitled to a royalty equal to two per cent (2%) of all Net Smelter Returns ("NSR") received by the Purchaser or any subsequent operator (the "Operator") from metal production from the Claims (as described in Schedule A of the agreement), free and clear of all costs of development and operations.

2. "Net Smelter Returns" shall mean the actual proceeds received by the Operator from any mint, smelter, or other purchaser for the sale of ores, metals or concentrated products from the Claims and sold after deducting from such proceeds the following charges to the extent that they were not deducted from such proceeds by the purchaser in computing payment: smelting and refining charges, penalties, cost of transportation of ores, metals or concentrates from the Claims to any mint smelter or other purchaser, marketing costs, insurance on all such ores, metals or concentrates, and any export and import taxes on said ores, metals or concentrates levied in Canada or by the country into which such ore, metals or concentrates are imported, if such charges or costs are deducted from the proceeds received.

3. Payment of the NSR royalty shall be made quarterly within ninety (90) days after the end of each fiscal quarter of the Operator and shall be accompanied by interim or annual financial statements pertaining to the operations carried out on the Claims. Within one-hundred fifty days (150) days after the end of each fiscal year of the Operator in which the NSR royalty is payable, the records relating to the calculation of NSR royalty for such year shall be audited and any resulting adjustments in the payment of the NSR royalty payable shall be made forthwith. A copy of the said audit (the "Annual Report") shall be delivered to the Vendor within thirty (30) days of the end of such one-hundred fifty (150) day period.

4. Each annual audit shall be final and not subject to adjustment unless the Vendor delivers to the Operator written exceptions in reasonable detail within thirty (30) days after receipt of the Annual Report. The Vendor, or its representative duly authorized in writing, shall at its expense have the right to audit the books and records of the Operator related to the NSR to determine the accuracy of the Annual Report, but shall not have access to any other books and records of the Operator. The audit shall be conducted by a chartered or certified public accountant of recognized standing (the "Auditor"). The Operator shall have the right to condition access to its books and records on execution of a written agreement by the Auditor that all information will be held in confidence and used solely for purposes of audit and resolution of any disputes related to the NSR royalty. A copy of the Auditor's report shall be delivered to the Operator and the amount, which should have been paid according to the Auditor's report, shall be paid forthwith, one party to the other. In the event that the said discrepancy is to the detriment of the Vendor and exceeds five per cent (5%) of the amount actually paid by the Operator, then the Operator shall pay the entire cost of the audit. Should the said discrepancy be less than 1.5% of the amount actually paid by the Operator, then the Vendor shall pay the entire cost of the audit.

5. In the event smelting or refining are carried out in facilities owned or controlled in whole or in part by the Operator, charges, costs and penalties with respect to such operations, excluding transportation shall mean reasonable charges, costs and penalties for such operations but not in excess of the amounts that the Operator would have incurred if such operations were carried out at facilities not owned or controlled by the Operator then offering comparable custom services.

6. The Vendor shall at its election have the right to take its NSR royalty in kind as it may pertain to precious metals defined as gold and platinum group elements in whole or in part.

Initiales :

**B2DIGITAL, INC.**

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

The undersigned, being the board of directors of B-2Digital, 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 Corporation 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 "Purchase Agreement for 38 Claims"**

WHEREAS, B-2 Digital, Inc. has entered into a Purchase Agreement for 38 Mining Claims with the Stephane Lablanc (the Seller) exchange for B-2 Digital, Inc. (the Purchaser) restricted shares under Rule 144. It is further agreed that in consideration of this exchange B-2 Digital will receive (38) mineral claims (the "Claims") situated in the Senenville/Tiblemont/Courville township, Province of Quebec, more fully described in Schedule A attached hereto. B-2 Digital shall issue 200,000,000 shares of restricted common stock of B2 Digital, Inc. as the purchase price for the Claims. The 200,000,000 shares of restricted common stock will be issued in the name of Stephane Lablanc All voting rights to remain under the control of the Board of Directors of B-2 Digital until the one year holding period have passed. See Schedule 1 attached hereto:

RESOLVED FURTHER, that all of the resolutions and actions of the board or its duly appointed officers, heretofore adopted and taken, and all of the acts of the corporation's agents in carrying out and promoting the purposes, goals and interests of this corporation through the date hereof, not specifically addressed by these or prior resolutions adopted by the board are hereby approved, ratified, and made the acts and deeds of the corporation. Excluded from this ratification is the action, or failure to act, by any officer, director or agent of the corporation which may give this board of directors of the corporation cause to bring suit on behalf of the corporation for breach of fiduciary duty or fraud, or such other causes that may be against public policy; and

RESOLVED FURTHER, that the execution of the documents by the authorized officers or agents of the corporation related to these resolutions is and shall be enforceable and a binding act and obligation of the corporation without the necessity of the signature or attestation of any director or the board, or affixing of the corporate seal; and

RESOLVED FURTHER, that the President and/or Secretary of the corporation are hereby authorized and directed to execute and deliver any instrument or instruments and to do all things that may effectuate the transactions hereby authorized, and such officers are hereby authorized to carry out these resolutions in such manner as he/she may deem to be in the best interests of the corporation; and

RESOLVED FURTHER, that the Secretary of the corporation is authorized and directed to certify these resolutions as required; and

IN WITNESS WHEREOF, the undersigned directors of B-2 Digital, Inc. hereby execute this Written Consent to Action to be effective as of January 24, 2011.



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Robert C. Russell, Chairman - Director



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Marcia A. Pearlstein, Secretary - Director



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Paul D.H. LaBarre, C.E.O. - Director