As filed with the Securities and Exchange Commission on August 16, 2016.

Registration No. 333-

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

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ALLIANCE MMA, INC.

(Exact name of registrant as specified in its charter)

Delaware	**7389**	**47-5412331**
(State or other jurisdiction of incorporation or organization)	*(Primary Standard Industrial Classification Code Number)*	*(I.R.S. Employer Identification Number)*

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590 Madison Avenue, 21st Floor
New York, New York 10022
(212) 739-7825

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Paul K. Danner, III
Chief Executive Officer
590 Madison Avenue, 21st Floor
New York, New York 10022
(212) 739-7825

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Robert L. Mazzeo, Esq.	**Philip Magri, Esq.**
Mazzeo Song P.C.	**Magri Law, LLC**
444 Madison Avenue, 4th Floor	**2642 NE 9th Avenue**
New York, NY 10022	**Fort Lauderdale, FL 33334**
(212) 599-0700	**(646) 502-5900**

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the

Exchange Act. (Check one):

Large accelerated filer ☐	Accelerated filer ☐
Non-Accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☒

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee
Common Stock, par value $0.001 per share	$ 15,000,000	$ 1,510.50
Selling Agent Warrants (2)(3)	-	-
Common Stock issuable upon exercise of Selling Agent Warrants	$ 2,475,000	$ 249.23
Total		**$ 1,759.73**

(1) Estimated solely for purposes of calculating the registration fee in accordance with Rule 457(o) under the Securities Act of 1933, as amended.

(2) Pursuant to Rule 416 under the Securities Act, the securities being registered hereunder include such indeterminate number of additional shares of common stock as may be issued pursuant to the exercise of the Selling Agent Warrants after the date hereof as a result of stock splits, stock dividends or similar transactions.

(3) No separate fee is required pursuant to Rule 457(g) under the Securities Act.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to Section 8(a), may determine.

The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and we are not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED AUGUST , 2016

Up to 3,333,333 Shares

Common Stock

This is an initial public offering of shares of common stock of Alliance MMA, Inc., a Delaware corporation.

We are offering a minimum of 1,111,111 up to a maximum of 3,333,333 shares of our common stock.

Prior to this offering, there has been no public market for our common stock. We have applied to list the common stock on the Nasdaq Capital Market under the symbol "AMMA." We anticipate that trading of our common stock on the Nasdaq Capital Market will commence on the business day following the completion of this offering, subject to final listing approval from Nasdaq.

We are an "emerging growth company" as defined in Section 2(a) of the Securities Act of 1933, as amended, and we have elected to comply with certain reduced public company reporting requirements.

An investment in our common stock involves significant risks. You should carefully consider the risk factors beginning on page 7 of this prospectus before you make your decision to invest in shares of our common stock.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

	Public Offering Price	Selling Agent Commission (1)	Proceeds to Us, Before Expenses (2)
Per share	$ 4.50	$ 0.34	$ 4.16
Total, minimum offering	$ 5,000,000	$ 375,000	$ 4,625,000
Total, maximum offering	$ 15,000,000	$ 1,125,000	$ 13,875,000

(1) Consists of a selling agent commission of 6.5% and an advisory fee of 1.0% of the gross proceeds of this offering. The selling agent will also be entitled to reimbursement of out-of-pocket expenses incurred in connection with this offering, including fees and expenses of its counsel, in an aggregate amount not to exceed $50,000.

(2) We estimate that the total expenses of this offering, excluding selling agent commissions, will be approximately $400,000 if all 3,333,333 shares are sold. Because this is a best efforts offering, the number of shares actually sold and the proceeds to us are not presently determinable and may be substantially less than the total maximum offering amount set forth in the table above. See “Plan of Distribution” beginning on page 71 of this prospectus for more information on this offering and the selling agent arrangements.

We plan to market this offering to potential investors through Network 1 Securities, Inc., acting as selling agent. The selling agent is selling shares of our common stock in this offering on a best efforts basis and is not required to sell any specific number or dollar amount of shares.

We do not intend to complete this offering unless we sell at least a minimum of 1,111,111 shares of common stock, at the price per share set forth in the table above, and satisfy the listing conditions to trade our common stock on the Nasdaq Capital Market.

The gross proceeds of this offering will be deposited in an escrow account at Signature Bank, and will be held there until we have sold a minimum of 1,111,111 shares of common stock and satisfied the listing conditions to trade our common stock on the Nasdaq Capital Market. Once we sell the minimum number of shares and satisfy the Nasdaq listing conditions, we may complete sales of the shares, at which time the funds held at Signature Bank will be released to us. Pursuant to Rule 15c2-4, we will not have any access to the funds held in the escrow account until we have sold the minimum amount of shares and satisfied the Nasdaq listing conditions. In the event we do not sell a minimum of 1,111,111 shares of common stock and satisfy the Nasdaq listing conditions by October 31, 2016, all funds held in escrow will be promptly returned to investors without interest or offset. See “Prospectus Summary - The Offering” on page 5.

NETWORK 1 FINANCIAL SECURITIES, INC.

Prospectus dated [ ] , 2016

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Dealer Prospectus Delivery Obligation

Through and including [ ], 2016 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This requirement is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Market data and certain industry data and forecasts used throughout this prospectus were obtained from internal company surveys, market research, consultant surveys, publicly available information, reports of governmental agencies and industry publications and surveys. Industry surveys, publications, consultant surveys and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable, but that the accuracy and completeness of such information is not guaranteed. While we are not aware of any misstatements regarding the industry data presented in this prospectus, our estimates involve risks and uncertainties and are subject to change based on various factors, including those discussed under the heading "Risk Factors" in this prospectus.

We have not authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares offered hereby, and only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date.

IMPORTANT INTRODUCTORY INFORMATION

In this prospectus, unless the context otherwise requires, we use the terms "Alliance," "we," "us," "the Company" and "our" to refer to Alliance MMA, Inc., a Delaware corporation that will acquire the businesses of the following companies, which we refer to as the "Target Companies," upon the completion of this offering:

- CFFC Promotions, LLC ("CFFC");
- Hoosier Fight Club Promotions, LLC ("Hoosier Fight Club" or "HFC");
- Punch Drunk, Inc. d/b/a COmbat GAmes MMA ("COGA");
- Bang Time Entertainment LLC d/b/a Shogun Fights ("Shogun");
- V3, LLC ("V3 Fights");
- Go Fight Net, Inc. ("GoFightLive" or "GFL"); and
- CageTix LLC ("CageTix").

In addition to the businesses of the Target Companies, upon the completion of this offering, we will acquire all rights in the existing MMA and kickboxing video libraries of Louis Neglia's Martial Arts Karate, Inc. ("Louis Neglia") related to the Louis Neglia's Ring of Combat and Louis Neglia's Kickboxing events and shows, a right of first refusal to acquire the rights to all future Louis Neglia MMA and kickboxing events, and the MMA and video library of Hoss Promotions, LLC ("Hoss") related to certain CFFC events. The aggregate purchase price for the video libraries we will purchase from Louis Neglia and Hoss, which we refer to as the "Target Assets," is $455,000, of which $255,000 is payable in cash and the balance in shares of our common stock valued at the initial public offering price of $4.50 per share for the shares sold in this offering.

We will acquire the businesses of the Target Companies, other than GFL, through the purchase of the operating assets and the assumption of certain liabilities of each Target Company. GFL will be merged into a wholly-owned subsidiary of Alliance, with GFL being the surviving company in such merger. The aggregate consideration we will pay to acquire the businesses of the Target Companies and the Target Assets will be approximately $7.8 million, consisting of cash in the amount of approximately $1.6 million, and shares of our common stock with a market value of approximately $6.2 million, based on the initial public offering price of $4.50 per share for the shares sold in this offering. The purchase price being paid for each Target Company business consists, on average, of 21% in cash and 79% in shares of our common stock valued at the initial public offering price for the shares sold in this offering.

The purchase price for each business we are acquiring from the Target Companies will be subject to upward adjustment in the event that such business exceeds certain gross profit thresholds over the twelve-month period following the completion of this offering. The upward adjustment to the purchase price will be equal to seven times the amount by which actual gross profit of the business of the Target Company exceeds the applicable threshold. We will pay any additional purchase price amounts resulting from this adjustment promptly following the filing of the Company's quarterly report on Form 10-Q for the quarter immediately following such twelve-month period, such payment to be made in shares of our common stock valued at the lesser of (i) the initial public offering price for the shares sold in this offering, or (ii) the average of the last sale prices for our common stock over the twenty (20) trading days occurring immediately prior to the filing of such Form 10-Q. Please see "Notes to Pro Forma Financial Statements – Note 4 – Pro forma adjustments" below for more information concerning the gross profit thresholds for the Target Companies.

We valued the business of each Target Company using a number of factors, including historical and projected future profitability and expectations of the business of each Target Company under the Alliance brand. Other factors we considered include, but are not limited to, current financial position, professional fighter rosters, customer and venue arrangements, media library and other intellectual property rights, prominence in the MMA industry, the nature and extent, if any, of sponsorships, television and pay-per-view arrangements, and other relevant characteristics. In assessing the value of each Target Company, we recognized that much of that value resides in the ability of the Target Companies to establish credible customer and venue relationships, the breadth of their video libraries and related intellectual property rights, and in the case of CageTix, its proprietary ticketing software.

For accounting and reporting purposes, Alliance has been identified as the accounting acquirer of each of the Target Companies. In addition, each of the Target Companies has been identified as an accounting co-predecessor to the Company.

Unless we close the acquisition of all of the Target Companies, we will not close any of those acquisitions and we will not complete this offering. See "Business — Acquisitions" for further information on our acquisition of the Target Companies.

Unless otherwise indicated, all share, per share and financial data set forth in this prospectus have been adjusted to give effect to the closing of the acquisition of the Target Companies.

PROSPECTUS SUMMARY

The following summary highlights selected information contained in this prospectus. This summary does not contain all the information that may be important to you. You should read the more detailed information contained in this prospectus including, but not limited to, the risk factors beginning on page 7.

Our Company

Alliance MMA, Inc. was formed to acquire the businesses of the Target Companies and the media libraries of two prominent mixed martial arts, or MMA, promotions. By combining the Target Companies, Alliance intends to create a developmental league for professional MMA fighters and a feeder organization to the Ultimate Fighting Championship, or the UFC, the sport's largest mixed martial arts promotion company featuring most of the top-ranked fighters in world. We also intend to serve as a developmental organization for other premier MMA promotions such as Bellator MMA. Under the Alliance MMA umbrella, we expect that our regional MMA promotions will identify and cultivate the next generation of UFC and other premier MMA promotion champions, while at the same time generating live original media content, attracting an international fan base, and generating sponsorship revenue for our live MMA events and professional fighters.

The Target Companies comprise many of the leading regional MMA promotions in the United States, with CFFC and Hoosier Fight Club ranked among the top 40 of all regional MMA promotions internationally according to MMA industry site, Sherdog.com. Collectively, the Target Companies have sent over 50 professional MMA fighters to the UFC, have signed over 65 professional MMA fighters to multi-fight contracts and, in 2015, conducted more than 50 professional MMA events. We anticipate that the Target Companies' promotions will conduct a total of over 65 events in 2016 (pre- and post-acquisition) and approximately 90 in 2017. Many of these events are televised or streamed live on cable and network stations. In 2015, the Target Companies on a collective basis generated $2.4 million in gross revenue and $0.127 million in net income.

Our operations will be centered on the following three business components:

- Live MMA Event Promotion, which will consist of generating revenue from ticket sales and providing a foundation for national sponsorship and national and international media distribution for our live MMA events.

- MMA Content Distribution, which will consist of paid distribution of original content on television, cable networks, pay-per-view broadcasts, and over the Internet, in the United States and through international distribution agreements.

- Sponsorships and Promotions, which will consist of sponsorships for live MMA events and televised productions and related advertising and promotional opportunities.

In addition, we are evaluating the profitability of other revenue sources, such as merchandising, ticketing, and fighter agency and management services.

Our Strategy

Our growth strategy includes:

- Leveraging the Target Assets and the existing media libraries of the Target Companies along with the production of new, original live MMA programming created at our ongoing professional MMA events and monetizing both through domestic and international distribution arrangements;

- Developing national sponsorship arrangements, or expanding existing regional sponsorship arrangements, in support of the Company's network of live MMA events;

- Aggregating control of the sales chain through ownership of CageTix and instituting the use of CageTix across all the Target Companies, potentially capturing additional profit margin;

- Migrating certain of the Target Companies from paid event venue arrangements to venues that will compensate the promotions for hosting events; and

- Securing highly-regarded professional fighters to multi-fight agreements, which will enhance our reputation and the value of our live MMA programming content.

In addition, following the completion of this offering, we intend to acquire additional regional MMA promotions in markets in which the Target Companies currently do not promote events. We believe that the regional MMA industry is oriented toward consolidation and that we can achieve significant growth through further acquisitions as well as by organically growing the Target Companies' promotions. According to Tapology.com, a leading MMA industry online forum, as of May, 2016, there were 597 MMA promotions being operated domestically and 1,025 internationally. We estimate that no one regional promotion accounts for more than 1% of the market. We further believe that it is becoming increasingly difficult for regional MMA promotion companies to attract the best prospects given the increased level of competition among regional MMA promoters to secure fighters for multiple bouts. By conducting over 65 events annually, which would enhance our ability to guarantee multiple fights, and by sending a number of fighters to elite promotions such as the UFC and Bellator, we expect to be able to attract high-quality fighters.

The MMA Industry

In less than a quarter century, modern day Mixed Martial Arts has developed from a pariah banned in most U.S. states to an international sports phenomenon that some believe will be an Olympic event within the next two decades. MMA is a full contact sport that permits fighters to use techniques from both striking and grappling martial arts such as Boxing, Wrestling, Taekwondo, Karate, Brazilian jiu-jitsu, Muay Thai, and Judo. The "MMA industry" generates revenues by promoting live MMA bouts, and through Pay-Per-View, video-on-demand and televised MMA event programming, merchandise sales, event and fighter sponsorships, and the monetization of MMA-related intellectual property royalties.

Led by the UFC in terms of prominence and market share on a national level, there are approximately 600 domestic regional MMA promotion companies promoting approximately 40,000 male and female professional and amateur fighters, according to Tapology.com. On an international basis, Tapology.com reports that the number of MMA promotions exceeds 1,000 with over 90,000 professional and amateur MMA fighters being promoted. The UFC states on its website that its live MMA events are currently televised in over 129 countries and territories and watched by approximately 800 million households in 28 languages.

Risk Affecting Us

Investing in our common stock involves a high degree of risk. You should carefully consider the risks described in "Risk Factors" beginning on page 7 of this prospectus before making a decision to invest in our common stock. These risks represent challenges to the successful implementation of our strategy and the growth of our business. If any of these risks occurs, our business financial condition and results of operations would likely be negatively affected. In such case, the trading price of our common stock would likely decline, and you may lose part, or all, of your investment. Below is a summary of some of the principal risks we believe we face:

- Our business represents a new business model for the MMA industry;
- Many of the Target Companies who will comprise our business have historically been competitors, and we may experience difficulties integrating these businesses;
- We may be perceived as a competitive threat to the UFC and to other premier MMA promotions who may use their significantly greater resources to frustrate our business and growth strategy;
- The popularity of mixed martial arts may decline;
- Our limited operating history on a combined basis makes forecasting our revenues and expenses difficult;
- We may not be able to attract and retain key professional MMA fighters;
- We may not be able to attract national promotional and advertising sponsorships;
- Our failure to obtain and maintain key agreements and arrangements with television and other media outlets could adversely affect our ability to distribute original MMA programming;
- We may be unable to manage our growth effectively and our pro forma results may not be indicative of our future performance;
- We may be unable to implement our strategy of acquiring additional companies and such acquisitions may subject us to additional unknown risks;
- Future acquisitions may result in potentially dilutive issuances of equity securities; and
- An active trading market for our common stock may not develop, and you may not be able to resell your shares of our common stock at or above the initial public offering price.

For further discussion of these and other risks you should consider before making an investment in our common stock, see "Risk Factors" beginning on page 7.

Corporate Information

We were incorporated in Delaware on February 12, 2015. Our principal executive offices are located at 590 Madison Avenue, 21 st Floor, New York, New York 10022, and our telephone number is (212) 739-7825. Our website address is *www.alliancemma.com.* Information contained on, or that can be accessed through, our website or the website of any Target Company shall not be deemed incorporated into, or to constitute part of, this prospectus.

Alliance MMA, AllianceMMA.com and other trademarks and service marks of Alliance appearing in this prospectus are the property of Alliance. Trade names, trademarks and service marks of other companies, including the marks of any Target Company, appearing in this prospectus are the property of their respective holders.

We are an emerging growth company as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. We will remain an emerging growth company until the earlier of the last day of the fiscal year following the fifth anniversary of the completion of this offering, the last day of the fiscal year in which we have total annual gross revenue of at least $1.0 billion (as indexed for inflation), the date on which we are deemed to be a large accelerated filer (this means the market value of our common stock that is held by non-affiliates is at least $700 million as of the last business day of the second quarter of a fiscal year), or the date on which we have issued more than $1.0 billion in non-convertible debt securities during the prior three-year period. An emerging growth company may take advantage of specified reduced reporting requirements and is relieved of certain other significant requirements that are otherwise generally applicable to public companies. As an emerging growth company:

- We will present only two years of audited financial statements and only two years of related management's discussion and analysis of financial condition and results of operations.
- We will avail ourselves of the exemption from the requirement to obtain an attestation and report from our auditors on the assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002.
- We will provide less extensive disclosure about our executive compensation arrangements.
- We will not require stockholder non-binding advisory votes on executive compensation or golden parachute arrangements.

The Offering

Common stock offered by us	1,111,111 shares (minimum) to 3,333,333 shares (maximum)
Common stock outstanding immediately before this offering	5,289,136 shares
Common stock to be issued to Target Companies and for Target Assets	1,377,531 shares
Total shares of common stock to be outstanding immediately after this offering	10,000,000 shares, assuming the maximum amount is sold in the offering.*
Use of proceeds	Based on an offering price of $4.50 per share, we expect our net proceeds from this offering will be $13,498,240, assuming the maximum number of shares is sold in the offering, after deducting selling agent commissions and estimated offering expenses payable by us. We intend to use the net proceeds of this offering to fund the cash portion of the purchase price for the Target Assets and the businesses of the Target Companies in the amount of approximately $1.6 million, and for working capital and general corporate purposes. We may also use a portion of the net proceeds for future acquisitions of or investments in other regional MMA promotion companies. Since, however, this offering is being conducted on a "best efforts" basis, there is no assurance that we will sell any shares or receive any proceeds. See "Use of Proceeds" for a more complete description of the principal purposes for which the net proceeds of this offering are intended to be used and the priority of such purposes in the event that less than the maximum offering amount is raised.

Escrow	The gross proceeds of this offering will be deposited at Signature Bank in an escrow account established by us. Purchasers are to make payment for the shares they purchase by (i) delivering to the escrow agent, Signature Bank, at 950 Third Avenue, New York, New York 10022, checks made payable to the order of "Signature Bank, as escrow agent for Alliance MMA, Inc.," or (ii) wire transfer to Signature Bank, ABA No. 026013576, Account No. 1502649902, 950 Third Avenue, New York, New York 10022 for credit Signature Bank, as escrow agent for Alliance MMA, Inc. All checks received by the selling agent will be delivered to Signature Bank for deposit into the escrow account not later than 12:00 p.m. on the business day immediately following receipt. The funds will be held in escrow until we sell a minimum of 1,111,111 shares at an offering price of $4.50 per share and otherwise satisfy the listing conditions to trade our common stock on the Nasdaq Capital Market, following which the funds will be released to us. Any funds received upon a sale of shares in excess of the foregoing minimum amount and following the satisfaction of the Nasdaq listing requirements will immediately be available to us. If we do not sell the minimum number of shares, or if we do sell such minimum number but fail to satisfy the Nasdaq listing conditions, by October 31, 2016, this offering will terminate and all funds will be returned to the purchasers in this offering on the next business day, without charge, deduction or interest, and without any further obligation on the part of the Company or any such purchaser.
Dividend policy	We do not anticipate paying cash dividends on our common stock in the foreseeable future. See "Dividend Policy."
Proposed Nasdaq listing symbol	"AMMA"
Risk factors	Please read the section entitled "Risk Factors" beginning on page 7 for a discussion of some of the factors you should carefully consider before deciding to invest in our common stock.

* Unless the context indicates otherwise, the number of shares of our common stock deemed to be outstanding after this offering:

- excludes 825,000 shares of common stock reserved for issuance under the Company's 2016 Equity Incentive Plan;
- excludes 159,198 shares of common stock reserved as contingent consideration to be paid if the businesses of the Target Companies exceed certain gross profit thresholds;
- excludes 111,111 shares (assuming the minimum offering is completed) and up to 333,333 shares (assuming the maximum offering is completed) of common stock issuable upon the exercise of the warrants issued to the selling agent; and
- assumes that the shares of our common stock to be sold in this offering are sold at $4.50 per share.

RISK FACTORS

If you purchase our securities, you will assume a high degree of risk. In deciding whether to invest, you should carefully consider the following risk factors, as well as the other information contained elsewhere in this prospectus. Any of the following risks could have a material adverse effect on our business, financial condition, results of operations or prospects and cause the value of our securities to decline, which could cause you to lose all or part of your investment.

Risks Related to Our Business

Our business represents a new business model for the MMA industry.

Our business model focuses on creating a developmental feeder organization for the UFC and other premier MMA promotions by combining many leading regional MMA promotions under one umbrella organization. Our business model is unique to the MMA industry and may not prove to be successful. We have a limited operating history upon which you can evaluate our business. Although each of the Target Companies has operated independently, in some cases for many years, they will commence combined operations only upon the closing of the offering and the integration of those businesses by Alliance. The MMA industry is also rapidly growing and evolving and may develop in a way that is detrimental to our business model. You must consider the challenges, risks and difficulties frequently encountered by early stage companies using new and unproven business models in new and rapidly evolving markets. Some of these challenges relate to our ability to:

- establish or increase our brand name recognition;
- expand our popularity and fan base;
- successfully produce live events;
- manage existing relationships with broadcast television outlets and create new relationships to broadcast and distribute our televised content domestically and internationally;
- manage sponsorship, advertising, licensing and branding activities; and
- create new outlets for our content and new marketing opportunities.

Our business strategy may not successfully address these and the other challenges, risks and uncertainties that we face, which could adversely affect our overall success and delay or prevent us from achieving profitability.

We may be perceived as a competitive threat to the UFC and to other premier MMA promotions that may use their significantly greater resources to frustrate our business and growth strategy.

It is our intention to serve as a developmental organization for the UFC and other premier national MMA promotions in the same fashion as college athletic programs serve as "feeders" to professional sports leagues. Although we do not intend to compete with these promotions, since we will promote live events, televise and distribute MMA media and related content, solicit sponsorship revenues and seek to secure professional MMA fighters to multi-fight contracts, we may be perceived as a competitor by these organizations. Should the UFC or another premier national MMA promotion view us as a threat they could use their significantly greater resources to frustrate our business and growth strategy and materially and adversely affect our business.

Many of the Target Companies who comprise our business have historically been competitors, and we may experience difficulties integrating these businesses.

We intend to operate the business of each Target Company as a distinct regional MMA promotion, with daily operations overseen by a regional vice president who, prior to the acquisition, operated the Target Company. Although the MMA market is highly fragmented, many of the Target Companies have competed with one another in the past to sign top professional MMA fighter prospects, for television and broadcast opportunities, and for sponsors. As our strategy involves leveraging the relationships and skills of our regional vice presidents, it will be important for them to collaborate effectively in order to achieve profitability for our company as a whole rather than focusing solely on profits for the individual Target Company businesses. The continuation of past competitive behaviors, and the failure to integrate these businesses under a cohesive umbrella organization, will likely have a material adverse effect on our business.

A future decline in the popularity of mixed martial arts could adversely affect our business.

Our operations are affected by consumer tastes and sports and entertainment trends, which are unpredictable and subject to change, and may be affected by changes in the social and political climate. We believe that MMA is growing in popularity in the United States and around the world, but a change in our fans' tastes or a material change in the perceptions of the MMA industry, whether due to social or political issues or otherwise, could adversely affect our operating results and have a material adverse effect on our business.

We may not be able to attract and retain key professional MMA fighters.

Our business is dependent upon identifying, recruiting and retaining highly regarded professional MMA fighters for our promotions. Fans and sponsors are attracted to events featuring top fighters, and the value placed on a promotion's television and other media rights is dependent to a great extent on the quality of the promotion's fighter roster. We may not be able to attract and retain key professional MMA fighters due to competition with other regional promoters for the same fighters. Failing to put on events featuring top professional fighters could adversely affect our operating results and have a material adverse effect on our business.

We may not be able to attract national promotional and advertising sponsorships or maintain such arrangements.

Our business strategy involves developing national sponsorship arrangements, or expanding existing regional sponsorship arrangements, in support of our network of live MMA events. We will compete with larger more established sports and entertainment organizations and media outlets for sponsorship and advertising revenue. While many of our Target Companies have existing local and regional sponsorship arrangements with large advertisers who advertise on a national basis in our target markets and demographic, they currently have no national sponsorships. Should we be able to secure national promotional and advertising arrangements following the proposed acquisition, there is no assurance that we will be able to maintain these arrangements. Many factors, including the popularity and perception of MMA and the perceived quality of our promotions, will significantly affect our ability to secure and maintain important advertising and promotional arrangements. If we are unable to generate sponsorship and promotional revenue and increase that revenue over time, our operating results and business will be adversely affected.

The economic uncertainty impacts our business and financial results and a renewed recession could materially affect us in the future.

Any significant decrease in consumer confidence, or periods of economic slowdown or recession, could lead to a curtailing of discretionary spending, which in turn could reduce our revenues and results of operations and adversely affect our financial position. Our business will be dependent upon consumer discretionary spending and therefore will be affected by consumer confidence as well as the future performance of the United States and global economies. As a result, our results of operations will be susceptible to economic slowdowns and recessions. Increases in job losses, home foreclosures, investment losses in the financial markets, personal bankruptcies, credit card debt and home mortgage and other borrowing costs, declines in housing values and reduced access to credit, among other factors, may result in lower levels of ticket sales, sponsorship and distribution revenue.

We depend on the services of key executives, the loss of whom could materially harm our business and our strategic direction if we were unable to replace them with executives of equal experience and capabilities.

Our future success significantly depends on the continued service and performance of our key management personnel, including our Chairman and Chief Executive Officer, Paul Danner, our Chief Financial Officer, John Price and, following the closing of the proposed acquisitions, our President, Robert Haydak. We have negotiated employment agreements with all members of senior management, which we will execute at the closing of the proposed acquisition; however, we cannot prevent members of senior management from terminating their employment with us. Losing the services of members of senior management could materially harm our business until a suitable replacement is found, and such replacement may not have equal experience and capabilities. We have not purchased life insurance covering any members of our senior management.

The markets in which we operate are highly competitive, rapidly changing and increasingly fragmented, and we may not be able to compete effectively, especially against competitors with greater financial resources or marketplace presence.

For our live and television audiences, we will face competition from, in addition to other MMA promotions, professional and college sports, as well as from other forms of live and televised entertainment and other leisure activities that are offered in a rapidly changing and increasingly fragmented marketplace. Many of the companies with which we will compete have greater financial resources than will be available to us immediately following the proposed acquisition. Our failure to compete effectively could result in a significant loss of viewers, venues, distribution channels or athletes and fewer advertising dollars spent on our form of sporting events, any of which could adversely affect our operating results.

Our expansion into new markets may present increased risks due to our unfamiliarity with the area, different rules and regulations and challenging operating environments.

Some of our future acquisitions may be located in geographic areas where we have little or no meaningful experience. Those markets may have different competitive conditions, consumer tastes and discretionary spending patterns than our existing markets, which may cause our promotions to be less successful than promotions in the Target Companies' existing markets. Acquisitions in new markets may not generate the same level of revenues and may have higher operating expense ratios than the Target Companies' promotions.

Some of our future acquisitions may occur outside the United States. Beyond the risks posed by new markets generally, the operating conditions in overseas markets may vary significantly from those the Target Companies experienced in the past, including in relation to consumer preferences, regulatory environment, currency risk, the presence and cooperation of suitable local partners and availability of vendors or commercial and physical infrastructure, among others. There is no guarantee that we will be successful in integrating these acquisitions into our operations, achieving market acceptance, operating these acquisitions profitably, and maintaining compliance with the rapidly changing business and regulatory requirements of new markets. Our inability to do so could result in a material adverse effect on our business, financial condition and results of operations.

Our failure to obtain and maintain key agreements and arrangements with television and other media outlets could adversely affect our ability to distribute our original MMA programming.

Our business strategy is dependent upon monetizing the media content we intend to create at our live MMA events through live television and cable broadcasts and the distribution of live and historical video content through a variety of media outlets such as Internet pay-per-view and video on demand. We also anticipate that our growth will be dependent on securing international distribution arrangements for our content. There is significant competition for television and other distribution arrangements from within the MMA industry and from other sports and entertainment companies who offer these media outlets programming alternatives to our MMA content. Our failure to obtain and maintain key agreements and arrangements with television and other media outlets could adversely affect our ability to distribute our original MMA programming, which could have a material adverse effect on our business, financial condition and results of operations.

Our limited operating history makes forecasting our revenues and expenses difficult.

As a result of our limited operating history as a combined business, it is difficult to forecast accurately our future revenues. Current and future expense levels are based on our operating plans and estimates of future revenues after we achieve the anticipated synergies of combining the Target Companies' businesses into one company. Revenues and operating results are difficult to forecast because they generally depend on our ability to promote events, secure national sponsorships and advertising arrangements for our regional promotions, and enter into television and media distribution arrangements. As a result, we may be unable to adjust our spending appropriately to compensate for any unexpected revenue shortfall, which may result in substantial losses and a lower market price for our common stock.

If we do not manage our growth effectively, our revenue, business and operating results may be harmed.

Our expansion strategy includes the acquisition of additional regional MMA promotion companies and organic growth. At the completion of the offering made by this prospectus we will acquire five regional MMA promotions, and two related businesses, GFL and CageTix. These acquisitions may not be indicative of our ability to identify, secure and manage future acquisitions successfully. Our acquisition of the Target Companies and any future acquisitions may require a greater than anticipated investment of operational and financial resources as we seek to institute uniform standards and controls across promotions. Acquisitions may also result in the diversion of management and resources, increases in administrative costs, including those relating to the assimilation of new employees, and costs associated with any debt or equity financings undertaken in connection with such acquisitions. We cannot assure you that any acquisition we undertake, including the acquisition of the Target Companies, will be successful. Future growth will also place additional demands on our management, sales, and marketing resources, and may require us to hire and train additional employees. We will need to expand and upgrade our systems and infrastructure to accommodate our growth, and we may not have the resources to do so in the time frames required. The failure to manage our growth effectively will materially and adversely affect our business, financial condition and results of operations.

We may be unable to implement our strategy of acquiring additional companies and such acquisitions may subject us to additional unknown risks.

We anticipate making future acquisitions of regional MMA promotions in markets that the Target Companies do not serve. We may not be able to reach agreements with such promotions on favorable terms or at all. In completing the acquisition of the Target Companies or any future acquisition, we will rely upon the representations and warranties and indemnities made by the sellers with respect to each acquisition as well as our own due diligence investigation. We cannot assure you that such representations and warranties will be true and correct or that our due diligence will uncover all materially adverse facts relating to the operations and financial condition of the acquired companies or their businesses. To the extent that we are required to pay for undisclosed obligations of an acquired company, or if material misrepresentations exist, we may not realize the expected economic benefit from such acquisition and our ability to seek legal recourse from the seller may be limited.

Future acquisitions may result in potentially dilutive issuances of equity securities, the incurrence of indebtedness and increased amortization expense.

Future acquisitions may result in issuances of equity securities, which may be dilutive to the equity interests of existing stockholders, the incurrence of debt, which will require us to maintain cash flows sufficient to make payments of principal and interest, the assumption of known and unknown liabilities, and the amortization of expenses related to intangible assets, all of which could have an adverse effect on our business, financial condition and results of operations.

We may need additional capital to support our operations or the growth of our business, and we cannot be certain that this capital will be available on reasonable terms when required, or at all.

In order for us to grow and successfully execute our business plan, we may require additional financing which may not be available or may not be available on acceptable terms. If such financing is available, it may dilute your ownership interest in our common stock. Failure to obtain financing may have a material adverse effect on our financial position. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to support the operation or growth of our business could be significantly impaired and our operating results may be harmed.

Our Independent Registered Public Accounting Firm has expressed substantial doubt as to our ability to continue as a going concern.

Our audited financial statements have been prepared assuming that we will continue as a going concern, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business, and do not include any adjustments that might result if we cease to continue as a going concern. To date we have not generated any revenue. Consequently, our independent accountants in their audit report have expressed substantial doubt about our ability to continue as a going concern.

From our inception in February of 2015 through June 30, 2016, we have incurred a net operating loss of $610,397. This loss relates primarily to expenses incident to this offering and those related to the acquisition of the Target Companies and Target Assets. We believe that in order to continue as a going concern, including the costs of being a public company, we will need approximately $200,000 per year simply to cover administrative, legal and accounting fees. We plan to fund these expenses primarily through cash flow from operations and the proceeds from the offering made by this prospectus. Our continued operations are highly dependent upon our ability to increase revenues, decrease operating costs, and if needed complete equity and/or debt financings.

One of the Target Companies, V3 Fights, also received an opinion from their independent accountants in their audit report that expressed substantial doubt about V3 Fight's ability to continue as a going concern. As of June 30, 2016, V3 Fights had an accumulated net operating loss of $49,511 and net operating income of $3,357 for the six months ended June 30, 2016.

We believe if we are unable to obtain adequate capital resources to fund operations, we may be required to delay, scale back or eliminate some or all of our planned operations, which may have a material adverse effect on our business, results of operations and ability to operate as a going concern.

We may be prohibited from promoting and conducting our live events if we do not comply with applicable regulations.

In various states in the United States and in some foreign jurisdictions, athletic commissions and other applicable regulatory agencies will require us to obtain licenses for promoters, medical clearances and/or other permits or licenses for athletes and/or permits for events in order for us to promote and conduct our live events. If we fail to comply with the regulations of a particular jurisdiction, we may be prohibited from promoting and conducting live events in that jurisdiction. The inability to present live events over an extended period of time or in a number of jurisdictions could lead to a decline in the revenue streams generated from our live events, in which case our operating results would be adversely affected.

We could incur substantial liability in the event of accidents or injuries occurring during our events.

We intend to hold numerous live MMA events each year. Each live event will expose our employees who are involved in the production of those events to the risk of travel and match-related accidents, the costs of which may not be fully covered by insurance. The physical nature of our events will expose our professional MMA fighters to the risk of serious injury or death. Although our fighters, as independent contractors, are responsible for maintaining their own health, disability and life insurance, we insure medical costs for injuries that a fighter may suffer at our events. Any liability we incur as a result of the death of or a serious injury sustained by one of our fighters while fighting in a match at our events, to the extent not covered by our insurance, could adversely affect our business, financial condition and operating results.

Our live events will entail other risks inherent in public live events, including air and land travel interruption or accidents, the spread of illness, injuries resulting from building problems, equipment malfunction, terrorism or other violence, local labor strikes and other *force majeure* type events. These circumstances could result in personal injuries or deaths, canceled events and other disruptions to our business for which we do not carry business interruption insurance, or result in liability to third parties for which we may not have insurance. The occurrence of any of these circumstances could adversely affect our business, financial condition and results of operations.

We may be unable to establish, protect or enforce our intellectual property rights adequately.

Our success will depend in part on our ability to establish, protect and enforce our intellectual property and other proprietary rights, particularly rights to our video fight libraries. We have an application pending with the United States Patent and Trademark Office (USPTO) to register "Alliance MMA" as a tradename and, following the proposed acquisition, will maintain a catalog of copyrighted works, including copyrights covering television programming and photographs. Our inability to protect our portfolio of copyrighted material, trade names and other intellectual property rights from infringement, piracy, counterfeiting or other unauthorized use could negatively affect our business. We have received an initial office action from the USPTO contesting our application to register the Alliance MMA name on the basis that the name appears descriptive. We are contesting this initial office action and believe we will ultimately prevail in securing a registration, although there can be no assurance we will. If we fail to establish, protect or enforce our intellectual property rights, we may lose an important advantage in the market in which we compete. Our intellectual property rights may not be sufficient to help us maintain our position in the market and our competitive advantages. Monitoring unauthorized uses of and enforcing our intellectual property rights can be difficult and costly. Legal intellectual property actions are inherently uncertain and may not be

successful, and may require a substantial amount of resources and divert our management's attention.

Changes in laws, regulations and other requirements could adversely affect our business, results of operations or financial condition.

We are subject to the laws, regulations and other requirements of the jurisdictions in which we operate. Changes to these laws could have a material adverse impact on the revenue, profit or the operation of our business.

In addition, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010, as well as other healthcare reform legislation being considered by Congress and state legislatures, may have an adverse effect on our business. The Affordable Care Act assesses penalties on employers who do not offer health insurance meeting certain affordability or benefit coverage requirements. While we believe our plans will meet these requirements, changes to the law or the payment of penalties if the specified level of coverage is not provided at an affordable cost to employees, could have a material adverse effect on our business.

Failure to establish and maintain effective internal control over financial reporting could have a material adverse effect on our business and operating results.

Maintaining effective internal control over financial reporting is necessary for us to produce accurate and complete financial reports and to help prevent financial fraud. In addition, such control is required in order to list our common stock on the Nasdaq Capital Market. If we are unable to maintain adequate internal controls or fail to correct deficiencies in our controls noted by our management or our independent registered public accounting firm, our business and operating results could be adversely affected, we could fail to meet our obligations to report our operating results accurately and completely, and our continued listing on the Nasdaq Capital Market could be jeopardized.

Disruptions in our information technology systems or security breaches of confidential customer information or personal employee information could have an adverse impact on our operations.

Our operations are dependent upon the integrity, security and consistent operation of various information technology systems and data centers, including our ticketing system, data centers that process transactions, communication systems and various other software applications used throughout our operations. Disruptions in these systems could have an adverse impact on our operations. We could encounter difficulties in developing new systems or maintaining and upgrading existing systems. Such difficulties could lead to significant expenses or to losses due to disruption in our business operations.

In addition, our information technology systems are subject to the risk of infiltration or data theft. The techniques used to obtain unauthorized access, disable or degrade service, or sabotage information technology systems change frequently and may be difficult to detect or prevent over long periods of time. Moreover, the hardware, software or applications we develop or procure from third parties may contain defects in design or manufacture or other problems that could unexpectedly compromise the security of our information systems. Unauthorized parties may also attempt to gain access to our systems or facilities through fraud or deception aimed at our employees, contractors and temporary staff. In the event that the security of our information systems is compromised, confidential information could be misappropriated and system disruptions could occur. Any such misappropriation or disruption could cause significant harm to our reputation, lead to a loss of sales or profits or cause us to incur significant costs to reimburse third parties for damages.

Our current insurance policies may not provide adequate levels of coverage against all claims and we may incur losses that are not covered by our insurance.

We believe we maintain insurance coverage that is customary for businesses of our size and type; however, we may be unable to insure against certain types of losses or claims, or the cost of such insurance may be prohibitive. For example, although we carry insurance for breaches of our computer network security, there can be no assurance that such insurance will cover all potential losses or claims or that the dollar limits of such insurance will be sufficient to provide full coverage against all losses or claims. Uninsured losses or claims, if they occur, could have a material adverse effect on our financial condition, business and results of operations.

Risks Related to this Offering and Ownership of Shares of Our Common Stock

There is no existing market for our common stock and a trading market that will provide you with adequate liquidity may not develop for our common stock.

No public market for buying or selling our common stock currently exists. Although the listing of our common stock on the Nasdaq Capital Market is a condition to the completion of this offering, a liquid trading market for our common stock may not develop or be sustained after this offering. The initial public offering price of the shares of our common stock sold in this offering has been determined by negotiations between the selling agent and our Board of Directors and may not be representative of the market price at which shares of our common stock will trade after this offering. In particular, we cannot provide assurances that you will be able to resell your shares at or above the initial public offering price or at all.

The best efforts structure of this offering may yield insufficient gross proceeds to execute fully on our business plan.

Our selling agent is offering shares of our common stock in this offering on a best efforts basis. This means that the selling agent is not required to buy or sell any specific number or dollar amount of common stock, but will use its best efforts to sell the shares offered by us. The amount of proceeds available to us upon the completion of this offering will significantly affect our ability to finance our growth over the next 12 to 24 months. If we sell only the minimum number of shares contemplated by this offering, we may be unable to execute fully on our business plan, which could materially and adversely affect our business, prospects, financial condition and results of operations.

Our revenues, operating results and cash flows may fluctuate in future periods and we may fail to meet investor expectations, which may cause the price of our common stock to decline.

Variations in our quarterly and year-end operating results are difficult to predict and may fluctuate significantly from period to period. If our revenues or operating results fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially. Specific factors that may cause fluctuations in our operating results include:

- attendance at our live events and demand for our original programming content;
- emergence, growth and popularity of competing MMA promotions;
- fluctuations in our operating expenses due to the growth of our business;
- timing and size of any new acquisitions we may complete; and
- changes in sponsorship or advertising revenues.

Once our common stock begins trading, the market price of our shares may fluctuate widely, and you could lose all or part of your investment.

We cannot predict the prices at which our common stock may trade after this offering. The market price of our common stock may fluctuate widely, depending upon many factors. These fluctuations could cause you to lose all or part of your investment in our common stock since you might be unable to sell your shares at or above the price you paid in this offering. Factors that could cause fluctuations in the market price of our common stock include the following:

- a shift in our investor base;
- quarterly or annual results of operations that fail to meet investor or analyst expectations;
- actual or anticipated fluctuations in our operating results due to factors related to our business;
- changes in accounting standards, policies, guidance, interpretations or principles;
- changes in earnings estimates by securities analysts or our inability to meet those estimates;
- the operating and stock price performance of other comparable companies;

- overall market fluctuations; and
- general economic conditions.

Stock markets in general frequently experience volatility that is often unrelated to the operating performance of a particular company. These broad market fluctuations may adversely affect the trading price of our common stock.

Future sales of shares of our common stock could depress the market price of our common stock.

Sales of a substantial number of shares of our common stock in the public market could occur at any time. If our stockholders sell, or the market perceives that our stockholders intend to sell, substantial amounts of our common stock in the public market following this offering, the market price of our common stock could decline significantly.

Upon completion of this offering (assuming the maximum amount is sold) 10,000,000 shares of our common stock will be outstanding. Of these shares, the 3,333,333 shares sold in this offering (except for shares purchased by affiliates) will be freely tradable immediately following issuance (although a liquid trading market for our common stock may not develop for some time following completion of this offering, or at all). The remaining 6,666,667 shares of common stock are, and the approximately 1,377,531 shares to be issued to the Target Companies (based on an initial public offering price of $4.50 per share) will be, restricted as a result of securities laws or lock-up agreements but will be able to be sold after the offering as described in the section of this prospectus entitled “Shares Eligible For Future Sale.”

If securities or industry analysts do not publish research or reports about our business, if they adversely change their recommendations regarding our common stock or if our results of operations do not meet their published expectations, our stock price and trading volume could decline.

The trading market for our common stock will be influenced by the research and reports that securities or industry analysts publish about us or our business. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline. Moreover, if one or more of the analysts who cover us downgrade recommendations regarding our stock, or if our results of operations do not meet their published expectations, our stock price could decline materially.

You will experience immediate and substantial dilution.

The initial public offering price is substantially higher than the net tangible book value of each outstanding share of our common stock. Purchasers of common stock in this offering will experience immediate and substantial dilution on a book value basis. The dilution per share in the net tangible book value per share of common stock will be $4.25 per share if the minimum number of shares are sold and $3.38 per share if the maximum number of shares are sold, based on an initial public offering price of $4.50 per share. See the section in the prospectus entitled “Dilution.”

Your percentage ownership will be further diluted in the future.

Your percentage ownership will be diluted in the future as a result of equity awards that we expect to grant to our directors, officers and employees. Prior to the completion of this offering, it is expected that our Board of Directors will approve our 2016 Equity Incentive Plan, which provides for the grant of equity-based awards, including restricted stock, restricted stock units, stock options, stock appreciation rights and other equity-based awards to our directors, officers and other employees, advisors and consultants. Although no awards will have been granted at the completion of this offering, we anticipate granting equity awards in the future, subject to the approval of the plan by our stockholders. The 2016 Equity Incentive Plan authorizes 825,000 shares of common stock that may be awarded under the Plan.

We will have broad discretion in using the proceeds of this offering, and we may not effectively expend the proceeds.

We intend to use approximately $1.6 million of the net proceeds of this offering to fund the cash portion of the purchase price for the Target Companies. We expect to use the balance for working capital and general corporate purposes, which may include financing our growth, developing new services, and funding capital expenditures, acquisitions and investments. We will have significant flexibility and broad discretion in applying the net proceeds of this offering after paying the cash purchase price for the acquisition of the Target Companies, and we may not apply these proceeds effectively. Our management might not be able to yield a significant return, if any, on any investment of these net proceeds, and you will not have the opportunity to influence our decisions on how to use our net proceeds from this offering.

Provisions of Delaware law, and of our certificate of incorporation and bylaws may make a takeover more difficult, which could cause our stock price to decline.

Provisions in our certificate of incorporation and bylaws and in the Delaware corporate law may make it difficult and expensive for a third party to pursue a tender offer, change in control or takeover attempt that is opposed by management and the Board of Directors. As a result, public stockholders who might wish to participate in such a transaction may not have an opportunity to do so. These and other anti-takeover provisions could substantially impede the ability of public stockholders to change our management and Board of Directors. Such provisions may also limit the price that investors might be willing to pay for shares of our common stock in the future.

Any issuance of preferred stock in the future may dilute the rights of our common stockholders.

Under our certificate of incorporation, our Board of Directors has the authority to issue up to 5,000,000 shares of preferred stock and to determine the price, liquidation preference, priority, dividend and voting rights, conversion features (if any) and other terms of these shares. Our Board of Directors may approve the issuance of preferred stock without any further approval of our stockholders. If preferred stock is issued, the rights of holders of our common stock, including the right to receive the proceeds of a liquidation of Alliance, may be adversely affected.

We do not intend to pay cash dividends on our common stock.

We do not anticipate paying cash dividends to holders of our common stock. If we do not declare or pay dividends on shares of our common stock, the market value of our common stock may be adversely affected.

Complying with the laws and regulations affecting public companies will increase our costs and the demands on management and could harm our operating results.

As a public company, and particularly after we cease to qualify as an “emerging growth company,” we will incur significant legal, accounting and other expenses that the businesses we acquired from the Target Companies, which were all privately-held, did not incur prior to the acquisition. The Sarbanes-Oxley Act and the rules subsequently adopted by the SEC and FINRA to implement the Act impose a number of requirements on public companies, including changes in corporate governance practices. As a result, our management team and other personnel will need to devote a substantial amount of time and resources to adopting, implementing and auditing procedures designed to satisfy these requirements. The rules adopted under the Act will increase our legal, accounting and financial compliance costs, making some activities more time-consuming and costly. For example, we expect that, as a result of these rules, director and officer liability insurance will be difficult and expensive for us to obtain, and we may be required to accept reduced policy limits and coverage or to incur substantial costs to maintain the same or similar coverage. These rules could also make it more difficult for us to attract and retain qualified persons to serve on our Board of Directors or our board committees or as executive officers.

Among its other provisions, the Sarbanes-Oxley Act requires that we assess the effectiveness of our internal control over financial reporting annually and the effectiveness of our disclosure controls and procedures quarterly. In particular, we will need to perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on, and our independent registered public accounting firm potentially to attest to, the effectiveness of our internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act. As an "emerging growth company" we will avail ourselves of the exemption from the requirement that our independent registered public accounting firm attest to the effectiveness of our internal control over financial reporting under Section 404 of the Sarbanes-Oxley Act. However, this exemption will no longer be available to us when we cease to be an "emerging growth company", at which time the cost of our compliance with Section 404 will correspondingly increase.

If we are unable to comply with the requirements of the Sarbanes-Oxley Act and the rules adopted under the Act, or if we or our independent registered public accounting firm identifies deficiencies in our internal control over financial reporting that are deemed to constitute material weaknesses, investor perceptions of our company may suffer, leading to a potential decline in the market price of our common stock. In such event, we could be subject to sanctions (including monetary fines or penalties) or investigations by the SEC or other regulatory authorities, our operations, financial reporting, or financial results could be harmed, and we could receive an adverse opinion from our independent registered public accounting firm.

The JOBS Act allows us to postpone the date by which we must comply with certain laws and regulations and to reduce the amount of information provided in reports filed with the SEC. We cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors.

We qualify as and will remain an "emerging growth company" until the earliest to occur of (i) the last day of the fiscal year during which our total annual revenues equal or exceed $1 billion (subject to adjustment for inflation), (ii) the last day of the fiscal year following the fifth anniversary of this offering, (iii) the date on which we have, during the previous three-year period, issued more than $1 billion in non-convertible debt, or (iv) the date on which we are deemed a "large accelerated filer" under the Securities Exchange Act of 1934, as amended. For so long as we remain an "emerging growth company" as defined in the JOBS Act, we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.

Under the JOBS Act, emerging growth companies can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have irrevocably elected not to avail ourselves of this exemption and, therefore, will be subject to the same new or revised accounting standards at the same time as other public companies that are not emerging growth companies.

We cannot predict whether investors will find our common stock less attractive because we rely on some of the exemptions available to us under the JOBS Act. If investors find our common stock less attractive as a result, the trading market for our common stock may be less active and our stock price may be more volatile. If we avail ourselves of certain exemptions from various reporting requirements, our reduced disclosure may make it more difficult for investors and securities analysts to evaluate us and may result in reduced investor confidence.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the sections entitled "Important Introductory Information," "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Business," contains forward-looking statements within the meaning of the federal securities laws. These statements relate to anticipated future events, future results of operations or future financial performance. In some cases, you can identify forward-looking statements by terminology such as "may," "might," "will," "should," "intends," "expects," "plans," "goals," "projects," "anticipates," "believes," "estimates," "predicts," "potential," or "continue" or the negative of these terms or other comparable terminology. These forward-looking statements include, but are not limited to:

- Our ability to manage our growth;
- Our ability effectively to manage the businesses of the Target Companies, to create synergies among the businesses, and to leverage these synergies to achieve our business objective of creating a developmental league for the MMA industry;
- Our ability to compete with other regional MMA promotions for top ranked professional MMA fighters and for television and other content distribution arrangements;
- Sustained growth in the popularity of MMA among fans;
- Our ability to protect or enforce our intellectual property rights; and
- Other statements made elsewhere in this prospectus.

These forward-looking statements are only predictions, are uncertain and involve substantial known and unknown risks, uncertainties and other factors which may cause our (or our industry's) actual results, levels of activity or performance to be materially different from any future results, levels of activity or performance expressed or implied by these forward-looking statements. The "Risk Factors" section of this prospectus sets forth detailed risks, uncertainties and cautionary statements regarding our business and these forward-looking statements. Moreover, we operate in a changing regulatory environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all of the risks and uncertainties that could have an impact on the forward-looking statements contained in this prospectus.

We cannot guarantee future results, levels of activity or performance. You should not place undue reliance on these forward-looking statements, which speak only as of the date of this prospectus. These cautionary statements should be considered with any written or oral forward-looking statements that we may issue in the future. Except as required by applicable law, including the securities laws of the U.S., we do not intend to update any of the forward-looking statements to conform these statements to reflect actual results, later events or circumstances or to reflect the occurrence of unanticipated events. Other than with respect to the acquisition of the Target Assets and the businesses of the Target Companies, our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or other investments or strategic transactions we may engage in.

USE OF PROCEEDS

Based on an initial public offering price of $4.50 per share, we estimate that the net proceeds from this offering, after deducting selling agent commissions and expenses payable by us, will be approximately $4,249,413 if we sell a minimum of 1,111,111 shares and approximately $13,498,240 if we sell all 3,333,333 shares of our common stock in this offering. A potential investor in this offering should not that this is a best efforts offering and there is no assurance that we will sell any shares or receive any proceeds.

We intend to use the net proceeds of this offering to fund the cash portion of the purchase price for the Target Assets and the businesses of the Target Companies in the amount of approximately $1.6 million, and to repay indebtedness in the aggregate amount of approximately $727,005 due to Ivy Equity Investors, LLC, an affiliate of a member of our Board of Directors, Joseph Gamberale, bearing interest at an annual rate of 6% and maturing on January 1, 2017. Such indebtedness was incurred to finance the expenses of this offering as well as for working capital. We will use the remaining proceeds of this offering for working capital and other general corporate purposes as indicated below.

The following table presents the principal intended uses of the net proceeds of this offering in order of priority:

INTENDED USE OF PROCEEDS

	MINIMUM		MAXIMUM	
PROCEEDS:				
GROSS OFFERING	$ 5,000,000	100%	$ 15,000,000	100%
LESS ESTIMATED OFFERING EXPENSES AND COMMISSIONS	$ 750,587	15%	$ 1,501,760	10%
NET PROCEEDS	**$ 4,249,413**	**85%**	**$ 13,498,240**	**90%**
PLANNED USE OF PROCEEDS:				
NOTE PAYABLE				
Retire Ivy Equity Investors Note	$ 727,005	17%	$ 727,005	5%
Total proceeds for note payable	$ 727,005	17%	$ 727,005	5%
BUSINESS ACQUISITIONS				
Target Company Asset Purchases	$ 1,640,000	39%	$ 1,640,000	12%
Total proceeds for business acquisitions	$ 1,640,000	39%	$ 1,640,000	12%
CAPITAL EXPENDITURES				
IT Equipment	$ 50,000	1%	$ 250,000	2%
Purchased Software	$ 20,000	0%	$ 100,000	1%
Furniture & Fixtures	$ 20,000	0%	$ 250,000	2%
Leasehold Improvements	$ 50,000	1%	$ 100,000	1%
Total proceeds for capital expenditures	$ 140,000	3%	$ 700,000	5%
WORKING CAPITAL				
Brand Marketing	$ 150,000	4%	$ 2,500,000	19%
Professional Services - Public Relations, Investor Relations, Legal & Accounting	$ 400,000	9%	$ 1,000,000	7%
Salaries	$ 700,000	16%	$ 700,000	5%
Travel	$ 167,408	4%	$ 200,000	1%
Rent	$ 100,000	2%	$ 100,000	1%
Reserve	$ -	0%	$ 4,931,235	37%
Total proceeds for working capital and reserve	$ 1,517,408	36%	$ 9,431,235	70%
POTENTIAL FUTURE BUSINESS ACQUISITIONS				
Potential Asset Purchases	$ 225,000	5%	$ 1,000,000	7%
Total proceeds for potential business acquisitions	$ 225,000	5%	$ 1,000,000	7%
TOTAL USE OF PROCEEDS	**$ 4,249,413**	**100%**	**$ 13,498,240**	**100%**

The foregoing presentation is based on reasonable estimates made by our management; it should be noted, however, that, except with respect to the purchase price for the Target Assets and the businesses of the Target Companies, our management will have the discretion to allocate such net proceeds as it determines. Further, the amount and timing of our actual expenditures will depend on numerous factors, including the cash used in or generated by our operations, the pace of the integration of the Target Companies' businesses, the level of our sales and marketing activities and the attractiveness of any additional acquisitions or investments. We believe that, in the event only the minimum amount of this offering is completed, we will have sufficient proceeds nonetheless to fund all of the uses described in the table above under "Minimum". If, however, we begin to experience an operating loss, we will be required to fund that loss out of such proceeds. In such event, we will reconsider our use of up to $225,000 for potential future business acquisitions and reallocate such amount to working capital. Until we use the proceeds from this offering as described above, we plan to invest such proceeds in highly liquid short-term interest-bearing obligations, investment grade investments, certificates of deposit or direct or guaranteed obligations of the U.S. government.

DIVIDEND POLICY

We have never declared or paid cash dividends on our common stock and do not expect to pay any dividends in the foreseeable future. Any determination to pay dividends in the future will be at the discretion of our Board of Directors and will be dependent on a number of factors, including our earnings, capital requirements, overall financial condition and other factors that our Board of Directors considers relevant.

CAPITALIZATION

The following table sets forth our cash and our capitalization as of June 30, 2016:

- On an actual basis for Alliance (the designated accounting acquirer); and
- On a pro forma as adjusted basis after giving effect to:

- the sale of a minimum of 1,111,111 shares of our common stock in this offering at an offering price of $4.50 per share and our receipt of the estimated $4,249,413 in net proceeds from this offering, after deducting selling agent commissions and estimated offering expenses payable by us;
- the sale of all 3,333,333 shares of our common stock in this offering at an offering price of $4.50 per share and our receipt of the estimated $13,498,240 in net proceeds from this offering, after deducting selling agent commissions and estimated offering expenses payable by us; and
- the planned acquisitions of the Target Companies (the designated accounting co-predecessors).

	As of June 30, 2016		
	(In thousands, except share information)		
	Actual	Pro Forma As Adjusted Minimum	Pro Forma As Adjusted Maximum
Cash and cash equivalents	$ 16	2,494	11,742
Notes payable, affiliates	615	-	-
Contingent liability			
Earn-out provisions of respective Target Companies at closing.	-	716	716
Stockholders' Equity			
Preferred Stock, $0.001 par value; 5,000,000 shares authorized and no shares issued and outstanding actual or as adjusted Common stock, $0.001 par value, authorized 45,000,000 shares, 5,289,136 shares issued and outstanding, actual; authorized 45,000,000 shares, 7,777,778 and 10,000,000 shares issued and outstanding, pro forma as adjusted - minimum and pro forma as adjusted - maximum, respectively (1)	5	8	10
Accumulated deficit	(610)	(2,659)	(2,659)
Additional paid-in-capital	-	10,174	19,421
Total Stockholders' (deficit) equity	(605)	7,523	16,772
Total Capitalization	**$ 10**	**8,239**	**17,488**

(1) The number of shares of common stock to be outstanding after this offering includes 1,377,531 shares of common stock to be issued in connection with the acquisition of the Target Assets and the businesses of the Target Companies.

The number of shares does not give effect to:

- 825,000 shares of common stock available for issuance under the 2016 Equity Incentive Plan; and
- 159,198 shares of common stock reserved as contingent consideration to be paid if the businesses of the Target Companies exceed certain gross profit thresholds;

- between 111,111 shares (assuming the minimum offering is completed) and 333,333 shares (assuming the maximum offering is completed) of common stock issuable upon the exercise of the warrants issued to the selling agent.

DILUTION

Purchasers of our common stock in this offering will experience an immediate dilution of net tangible book value per share from the offering price. Dilution in net tangible book value per share represents the difference between the amount per share paid by the purchasers of shares of common stock and the net tangible book value per share immediately after this offering.

As of June 30, 2016, our pro forma net tangible book value before the offering was $(630,108), or $(0.1191) per share of common stock. Net tangible book value per share represents our total tangible assets, less our total liabilities, divided by the number of outstanding shares of our common stock.

After giving effect to the sale of 1,111,111 shares of common stock (minimum) and 3,333,333 shares of common stock (maximum) in this offering at an offering price of $4.50 per share, and after deducting selling agent commissions and estimated offering expenses payable by us, our pro forma net tangible book value would have been $0.2545 (minimum) and $1.1228 (maximum) per share. This represents an immediate increase in pro forma net tangible book value of $0.3736 (minimum) and $1.2419 (maximum) per share to our existing stockholders and immediate dilution of $4.2455 (minimum) and $3.3772 (maximum) per share to new investors purchasing shares at the proposed public offering price.

The following table illustrates the dilution in pro forma net tangible book value per share to new investors as of June 30, 2016:

	Minimum	Maximum
Assumed initial public offering price per share	$ 4.5000	$ 4.5000
Net tangible book value per share at June 30, 2016	$ (0.1191)	$ (0.1191)
Increase in tangible book value per share to the existing stockholders attributable to this offering	$ 0.3736	$ 1.2419
Adjusted net tangible book value per share after this offering	$ 0.2545	$ 1.1228
Dilution in net tangible book value per share to new investors	$ 4.2455	$ 3.3772

The following tables set forth, as of the date of this prospectus, the number of shares of common stock purchased from us, the total consideration paid to us and the average price per share paid by the existing holders of our common stock and the price to be paid by new investors at an offering price of $4.50 per share.

Minimum Offering

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	%	
Existing stockholders before this offering	5,289,136	82.6	$ 5,289	0.1	$ 0.00
New investors	1,111,111	17.4	$ 5,000,000	99.9	$ 4.50
	6,400,247	100.0	$ 5,005,289	100.0	

Maximum Offering

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	%	
Existing stockholders before this offering	5,289,136	61.3	$ 5,289	0.0	$ 0.00
New investors	3,333,333	38.7	$ 15,000,000	100.0	$ 4.50
	8,622,469	100.0	$ 15,005,289	100.0	

The outstanding share information in the tables above assumes that 5,289,136 shares of our common stock are outstanding as of June 30, 2016, and excludes:

(i) 1,377,531 shares of common stock to be issued in connection with the acquisition of the Target Assets and the businesses of the Target Companies;

(ii) 159,198 shares of common stock reserved as contingent consideration to be paid if the businesses of the Target Companies exceed certain gross profit thresholds; and

(iii) 825,000 shares of common stock to be reserved for issuance under our 2016 Equity Incentive Plan.

UNAUDITED PRO FORMA FINANCIAL INFORMATION

We prepared the following unaudited pro forma financial statements by applying certain pro forma adjustments to the historical financial statements of Alliance. The pro forma adjustments give effect to the following transactions (the "Transactions"):

- Our planned acquisition of the assets of CFFC Promotions, LLC ("CFFC");
- Our planned acquisition of the assets of Hoosier Fight Club Promotions, LLC ("Hoosier Fight Club" or "HFC");
- Our planned acquisition of the assets of Punch Drunk, Inc. d/b/a COmbat GAmes MMA ("COGA");
- Our planned acquisition of the assets of Bang Time Entertainment, LLC d/b/a Shogun Fights ("Shogun");
- Our planned acquisition of the assets of V3, LLC ("V3 Fights");
- Our planned merger with Go Fight Net, Inc. ("GoFightLive" or "GFL");
- Our planned acquisition of the assets of CageTix LLC ("CageTix");
- The estimated net proceeds from our initial public offering and the application of such proceeds.

For accounting and reporting purposes, Alliance has been identified as the accounting acquirer of each of the Target Companies. In addition, each of the Target Companies has been identified as an accounting co-predecessor to the Company.

The unaudited pro forma statements of operations for the year ended December 31, 2015 and for the six months ended June 30, 2016 give effect to the Transactions as if each of them had occurred on January 1, 2015. The unaudited pro forma balance sheet as of June 30, 2016 gives effect to the Transactions as if each of them had occurred on June 30, 2016.

These pro forma financial statements include adjustments for our planned acquisitions because we believe each of these acquisitions is probable under the standards of Rule 8-04 of Regulation S-X. We determined that each acquisition shown will involve the acquisition of a business, considering the guidance in Rule 11-01(d) of Regulation S-X, and individually as well as in aggregate met the significance test of Rule 8-04 of Regulation S-X. The acquisitions of certain assets of Louis Neglia and Hoss related to copyrights in the Ring of Combat and CFFC MMA and kickboxing fight video libraries did not, individually or in aggregate, meet the significance test in Rule 8-04 of Regulation S-X and are therefore not included in the pro forma financial statements.

The historical financial statements of Alliance, and each of the businesses whose acquisition is planned, appear elsewhere in this prospectus.

We have based the pro forma adjustments upon available information and certain assumptions that we believe are reasonable under the circumstances. We describe in greater detail the assumptions underlying the pro forma adjustments in the accompanying notes, which you should read in conjunction with these unaudited pro forma financial statements. In many cases, we based these assumptions on preliminary information and estimates. The actual adjustments to our audited consolidated financial statements will depend upon a number of factors and additional information that will be available on or after the completion of our initial public offering. Accordingly, the actual adjustments that will appear in our financial statements will differ from these pro forma adjustments, and those differences may be material.

We account for our proposed acquisitions, including our merger with GFL, using the acquisition method of accounting for business combinations under GAAP, with Alliance being considered the acquiring entity. Under the acquisition method of accounting, the total consideration paid is allocated to an acquired company's tangible and intangible assets, net of liabilities, based on their estimated fair values as of the acquisition date. We have not completed the acquisition of the Target Companies and therefore the estimated purchase price and fair value of the Target Companies' assets to be acquired and liabilities assumed are preliminary. Once we complete our final valuation processes for our planned acquisitions, we may report changes to the value of the assets acquired and liabilities assumed, as well as the amount of goodwill, and those changes could differ materially from what we present herein.

We provide these unaudited pro forma financial statements for informational purposes only. These unaudited pro forma financial statements do not purport to represent what our results of operations or financial condition would have been had the Transactions actually occurred on the assumed dates, nor do they purport to project our results of operations or financial condition for any future period or date. You should read these unaudited pro forma financial statements in conjunction with "Capitalization," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and the historical financial statements of Alliance and the Target Companies, including the related notes thereto, appearing elsewhere in this prospectus.

UNAUDITED PRO FORMA STATEMENT OF OPERATIONS
For the period commencing January 1, 2015 to December 31, 2015
(*In thousands, except share information)*

	Target Companies - Actual Results											
	Shogun	**CageTix**	**CFFC**	**GFL**	**HFC**	**COGA**	**V3 Fights**	**Target Companies Subtotal**	**Alliance MMA**	**Total Results**	**Pro Forma Adjusting Entries**	**Pro Forma Results**
Revenue	$ 538	$ 72	$ 709	$ 496	$ 172	$ 285	$ 160	$ 2,432	$ -	$ 2,432	$ -	$ 2,432
Cost of revenues	372	0	534	318	115	111	123	1,573	-	1,573	-	1,573
Gross profit	166	72	175	178	57	174	37	859	-	859	-	859
Operating expenses												
General and administrative expenses	24	34	107	170	8	127	36	506	42	548	-	548
Professional and consulting fees	27	-	49	24	22	28	28	178	344	522	(311) 4(iii)	211
Depreciation	1	-	3	36	0	9	-	49	-	49	-	49
Amortization	-	-	-	-	-	-	-	-	-	-	1,412 4(iv)	1,412
Total operating expenses	52	34	159	230	30	164	64	733	386	1,119	1,101	2,220
Net income (loss)	**$ 114**	**$ 38**	**$ 16**	**$ (52)**	**$ 27**	**$ 10**	**$ (27)**	**$ 126**	**$ (386)**	**$ (260)**	**$ (1,101)**	**$ (1,361)**
Weighted average common shares outstanding												**10,000**
Net loss per common share												**$ (0.1361)**

UNAUDITED PRO FORMA STATEMENT OF OPERATIONS
For the six months ended June 30, 2016
(*In thousands, except share information)*

	Target Companies - Actual Results											
	Shogun	**CageTix**	**CFFC**	**GFL**	**HFC**	**COGA**	**V3 Fights**	**Target Companies Subtotal**	**Alliance MMA**	**Total Results**	**Pro Forma Adjusting Entries**	**Pro Forma Results**
Revenue	302	57	312	277	140	59	77	1,224	-	1,224		$ 1,224
Cost of revenues	204	-	229	165	100	26	52	776	-	776		776
Gross profit	98	57	83	112	40	33	25	448	-	448		448
Operating expenses												
General and administrative expenses	13	17	47	85	9	13	13	197	42	239		239
Professional and consulting fees	8	-	8	10	8	9	9	52	182	234	(142)4(iv)	92
Depreciation	-	-	1	14	-	4	-	19	-	19	-	19
Amortization	-	-	-	-	-	-	-	-	-	-	707 4(v)	707
Total operating expenses	21	17	56	109	17	26	22	268	224	492	565	1,057
Net income (loss)	**77**	**40**	**27**	**3**	**23**	**7**	**3**	**180**	**(224)**	**(44)**	**(565)**	**$ (609)**
Weighted average common shares outstanding												**10,000**
Net loss per common share												**$ (0.0609)**

UNAUDITED PRO FORMA BALANCE SHEET
For the six months ended June 30, 2016
(*In thousands, except share information)*

	Target Companies - Actual Results											
	Shogun	CageTix	CFFC	GFL	HFC	COGA	V3 Fights	Target Companies Subtotal	Actual Alliance MMA	Pro Forma Adjusting Entries		Pro Forma Results
Cash & cash equivalents	$ 79	$ 61	$ 8	$ 83	$ 11	$ 7	$ 1	$ 250	$ 16	$ 11,476	4(i)	$ 11,742
Accounts receivable and other assets, net	24	-	5	5	-	-	-	34	16	-		50
Deferred offering costs	-	-	-	-	-	-	-	-	25	-		25
Current assets	103	61	13	88	11	7	1	284	57	11,476		11,817
Property, plant and equipment, net	-	-	5	23	-	4	-	32	-	-		32
Intangible assets, net	-	-	-	-	-	-	-	-	-	3,389	3,4(iv)	3,389
Goodwill	-	-	-	-	-	-	-	-	-	2,596	2	2,596
Total assets	103	61	18	111	11	11	1	316	57	17,461		17,834
Accounts payable and accrued expenses	28	123	24	24	16	29	51	295	47	(22)		320
Deferred revenue	-	-	-	-	9	-	-	9	-	-		9
401K payable	-	-	-	17	-	-	-	17	-	-		17
Related party note payable - short term	-	-	67	-	-	-	-	67	615	(682)	4(ii, iii)	-
Total current liabilities	28	123	91	41	25	29	51	388	662	(704)		346
Contingent earnout										716	4(v)	716
Total liabilities	28	123	91	41	25	29	51	388	662	12		1,062
Stockholders' Equity												
Retained earnings /(deficit)	75	(62)	(73)	70	(14)	(18)	(50)	(72)	(610)	(1,977)		(2,659)
Common stock									5	5		10
Additional paid-in-capital										19,421	2,3,4(i-v)	19,421
Total stockholders' equity	75	(62)	(73)	70	(14)	(18)	(50)	(72)	(605)	17,449		16,772
Total Liabilities and Stockholders' Equity	$ 103	$ 61	$ 18	$ 111	$ 11	$ 11	$ 1	$ 316	$ 57	$ 17,461		$ 17,834

NOTES TO UNAUDITED PRO FORMA FINANCIAL INFORMATION

Note 1 — Basis of presentation

The unaudited pro forma balance sheet as of June 30, 2016, and the unaudited pro forma statement of operations for the period commencing January 1, 2015 to December 31, 2015 and for the six months ended June 30, 2016 are based on the historical financial statements of Alliance MMA, Inc. after giving effect to our planned acquisition of the Target Assets and the businesses of the Target Companies and the assumptions, reclassifications and adjustments described in the accompanying notes to the unaudited pro forma financial information. The acquisitions of the Target Assets and the businesses of the Target Companies will be concurrent with the successful completion of this offering and the listing of our common stock on the Nasdaq Capital Market.

We account for business combinations pursuant to Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (ASC) 805, *Business Combinations*. In accordance with ASC 805, we use reasonable estimates and assumptions to assign fair value to the tangible and intangible assets acquired and liabilities assumed at the acquisition date. Goodwill as of the acquisition date is measured as the excess of purchase consideration over the fair value of net tangible and identifiable intangible assets acquired.

The fair values assigned to Alliance’s tangible assets acquired and liabilities assumed are considered preliminary and are based on the information and the account balances that were available as of June 30, 2016. We believe that the information provides a reasonable basis for estimating the fair values of assets acquired and liabilities assumed. We expect to finalize the valuation of the net tangible and intangible assets as soon as practicable, but not later than one year from the acquisition date.

The unaudited pro forma financial information is not intended to represent or be indicative of our results of operations or financial position that would have been reported had the acquisitions been completed as of the date presented, and should not be taken as a representation of our future results of operations or financial position.

For purposes of these unaudited pro forma statements of operations, the acquisitions of the Target Assets and the businesses of the Target Companies are assumed to have occurred on June 30, 2016, the date of our most recent balance sheet. The pro forma statement of operations for the year ended December 31, 2015 and for the six months ended June 30, 2016 aggregate the results of Alliance and the Target Companies for the period commencing on January 1, 2015 through December 31, 2015 and for the six months ended June 30, 2016.

The unaudited pro forma balance sheet as of June 30, 2016 is presented as if the acquisitions had occurred on January 1, 2015.

Note 2 – Preliminary purchase price allocation

The Company intends to acquire the Target Assets and the businesses of the Target Companies concurrent with the completion of the offering made by this prospectus. As consideration for the acquisitions, Alliance will deliver the following amounts of cash and shares of common stock, and will record a contingent liability related to the specified earn outs.

Target Company	Cash	Shares	Consideration Paid	Contingent Consideration	Total Shares	Total Consideration
Shogun	$ 250,000	111,111	$ 750,000	$ 174,219	149,826	$ 924,219
CageTix	$ 150,000	38,889	$ 325,000	$ 75,621	55,694	$ 400,621
CFFC Promotions	$ 235,000	470,000	$ 2,350,000	$ 184,632	511,029	$ 2,534,632
GFL	$ 450,000	419,753	$ 2,338,889	$ -	419,753	$ 2,338,889
HFC	$ 120,000	106,667	$ 600,000	$ 60,170	120,038	$ 660,170
COGA	$ 80,000	75,556	$ 420,000	$ 182,890	116,198	$ 602,890
V3 Fights	$ 100,000	111,111	$ 600,000	$ 38,862	119,747	$ 638,862
Total Target Companies	$ 1,385,000	1,333,087	$ 7,383,889	$ 716,394	1,492,285	$ 8,100,283
Hoss	$ 100,000	44,444	$ 300,000	$ -	44,444	$ 300,000
Louis Neglia	$ 155,000	-	$ 155,000	$ -	-	$ 155,000
Total Target Assets	$ 255,000	44,444	$ 455,000	$ -	44,444	$ 455,000
Total	$ 1,640,000	1,377,531	$ 7,838,889	$ 716,394	1,536,729	$ 8,555,283

The amount of consideration paid in shares was calculated based on the public offering price of $4.50 per share.

Under acquisition accounting, we recognize the assets and liabilities acquired at their fair value on the acquisition date, with any excess in purchase price over these values being allocated to identifiable intangible assets and goodwill at June 30, 2016.

The respective asset purchase agreements for the Target Companies other than GFL, and the agreement and plan of merger for GFL, contemplate that we will acquire certain assets and assume certain liabilities. We believe that, due to the short-term nature of many of the assets acquired, their carrying values, as shown in the historical financial statements of the entities, approximate their respective fair values. In addition, we have assigned value to those intangible assets related to intellectual property rights to video libraries, ticketing software and customer and venue relationships of each Target Company. The goodwill recognized for these acquisitions is related primarily to synergies with our combined businesses and assembled workforce.

The following table reflects the preliminary allocation of the purchase price for the businesses of the Target Companies to identifiable assets, liabilities assumed and pro forma intangible assets and goodwill:

	Total	Shogun	CageTix	CFFC	GFL	HFC	COGA	V3 Fights
Cash and equivalents	$ 250,351	$ 79,332	$ 60,506	$ 7,916	$ 83,148	$ 11,038	$ 7,118	$ 1,293
Accounts receivable and other assets, net	32,968	23,400	-	5,068	4,500	-	-	-
Property and equipment, net	32,523	-	-	4,901	23,166	400	4,056	-
Intangible assets, net	5,508,436	52,500	360,559	1,437,000	2,041,677	653,775	519,300	443,625
Goodwill, net	2,595,883	796,964	101,610	1,103,397	226,853	20,406	101,905	244,748
Total identifiable assets	8,420,161	952,196	522,675	2,558,282	2,379,344	685,619	632,379	689,666
Accounts payable and accrued expenses	319,878	27,977	122,054	23,650	40,455	25,449	29,489	50,804
Total identifiable liabilities	319,878	27,977	122,054	23,650	40,455	25,449	29,489	50,804
Total purchase price	$8,100,283	$924,219	$400,621	$2,534,632	$2,338,889	$660,170	$602,890	$ 638,862

The unaudited pro forma financial information includes various assumptions, including those related to the preliminary purchase price allocation of the assets acquired and liabilities assumed of Target Companies based on management's best estimates of fair value. The final purchase price allocation may vary based on final appraisals, valuations and analyses of the fair value of the acquired assets and assumed liabilities. Accordingly, the pro forma adjustments are preliminary and have been made solely for illustrative purposes.

Note 3 – Identifiable intangible assets

We based our preliminary estimates of each intangible asset type/category that we expect to recognize as part of the planned acquisitions on the nature of the businesses and the contracts that we have entered into with the Target Companies. The planned acquisitions bring value to our business platform through their exceptional reputations as premier MMA promotional companies and their extensive video libraries, ticketing platforms, and customer and venue relationships. As such, the intellectual property rights of video libraries, ticketing software, and customer and venue relationships comprise the significant majority of intangible assets for these acquisitions

We based the preliminary estimated useful lives of intangible assets on the basis of each asset's contribution to our business platform and growth strategy. However, all of these estimates are preliminary, as we have not completed these acquisitions or analyzed all the facts surrounding the businesses to be acquired.

The information set forth below reflects the preliminary fair value of intangible assets of the businesses we plan to acquire, and their estimated useful lives. All preliminary estimates for the fair value of intangibles will be refined once the acquisitions are completed and final valuations are ascribed to each intangible asset.

Intangible assets	Total	Sho Gun	CageTix	CFFC	GFL	HFC	COGA	V3 Fights
Video library, intellectual property	$ 3,181	$ 52	$ -	$ 397	$ 2,042	$ 197	$ 352	$ 141
Venue contracts	1,967	-	-	1,040	-	457	167	303
Ticketing software	360	-	360	-	-	-	-	-
Total intangible assets	$ 5,508	$ 52	$ 360	$ 1,437	$ 2,042	$ 654	$ 519	$ 444

Note 4 – Pro forma adjustments

The pro forma adjustments are based on preliminary estimates and assumptions that are subject to change. The following adjustments have been reflected in the unaudited pro forma financial information:

i. **Net proceeds from IPO**. Reflects the issuance of 3,333,333 common shares (maximum offering) at $4.50 per share the price of our common stock sold in this offering, less offering expenses totaling approximately $1,501,760. We expect our net proceeds for this offering will approximate $13,498,240. We anticipate that these proceeds will be further reduced by the cash portion paid our Target Companies at the closing of our IPO and repayment of an outstanding note payable to Ivy Equity Investors, LLC in the amount of $637,373 which is the outstanding balance including accrued interest at June 30, 2016.

The total cash component of our acquisitions accounted for as a business combination pursuant to ASC 805 is estimated at $1,385,000.

ii. **Elimination of Assets/Liabilities not acquired**. We have adjusted the unaudited pro forma statements of operations and balance sheet for the period ended June 30, 2016 to eliminate nonrecurring expenditures and those assets and liabilities not purchased or assumed by Alliance from the Target Companies pursuant to the terms of the respective asset purchase agreements. The following liabilities were specifically excluded from the Transactions:

	Period ended June 30, 2016	
Liabilities excluded from Target purchases	**CFFC**	**Total**
Short-term note payable	$ 67,000	$ 67,000
Total	$ 67,000	$ 67,000

iii. **Note payable and expenses directly attributable to the Transactions**. In February 2015, Alliance entered into a loan agreement with Ivy Equity Investors, LLC, pursuant to which Ivy agreed to advance up to $500,000 to satisfy the Company's startup expenses, including professional fees incurred with this offering and expenses incident to the acquisitions of the Target Companies.

This loan is evidenced by an unsecured promissory note that bears interest at an annual rate of 6%. The principal amount owing under the note, plus accrued interest, as of June 30, 2016 was $637,373. The note matures on the earlier of the closing of the offering made by this prospectus or January 1, 2017. On May 10, 2016, the note was amended and restated to provide for borrowings up to $600,000. On July 20, 2016, the note was amended and restated a second time to provide for borrowings up to $1,000,000. At August 12, 2016, the principal amount owing under the amended and restated note, plus accrued interest, was $727,005. We anticipate paying off the note in full at the completion of the offering from the net proceeds available to us, which is an assumption we have made for pro forma purposes. Additionally, actual expenses incurred that were related to the offering totaled $25,000 as of December 31, 2015 and were reclassified from capitalized offering expenses, and $310,929 of professional and consulting fees that were directly related to the acquisition of prospective targets have been removed from the pro forma results. For the six months ended June 30, 2016, $142,422 of professional and consulting fees that were directly related to the acquisition of prospective targets has been removed from the pro forma results.

iv. **Amortization of intangible assets**. We amortize intangible assets over their estimated useful lives. We based the estimated useful lives of acquired intangible assets on the economic benefit we expect to receive and the period during which we expect to receive that benefit. We assigned a useful life of five years to the intellectual property rights of our video libraries and three years to the acquired ticketing software and customer and venue relationships based on a number of factors, including contractual agreements, estimated production hours available on video libraries and economic factors pertaining to the combined companies.

The estimates of fair value and weighted-average useful lives could be affected by a variety of factors including legal, regulatory, contractual, competitive, economic or other factors. Increased knowledge about these factors could result in a change to the estimate fair value of these intangible assets and/or the weighted-average useful lives from what we have assumed in these unaudited pro forma financial statements. In addition, the combined effect of any such changes could result in a significant increase or decrease to the related amortization expense estimates.

The amortization of intangible assets of the Target Companies, shown below, assumes that such assets were acquired on January 1, 2015 and amortized over the period associated with each statement of operations.

Video Libraries	Basis	Useful Life	Annual Amortization	Accumulated Amortization	Net Balance
CFFC	$ 397,500	5 yrs.	$ 79,500	$ 119,250	$ 278,250
COGA	352,500	5 yrs.	70,500	105,750	246,750
GFL	2,041,676	5 yrs.	408,335	613,770	1,427,907
HFC	196,875	5 yrs.	39,375	59,063	137,813
V3 Fights	140,625	5 yrs.	28,125	42,188	98,438
Shogun	52,500	5 yrs.	10,500	15,750	36,750
Total value of Video Libraries	$ 3,181,676		$ 636,335	$ 955,771	$ 2,225,908

Customer and Venue Relationships	Basis	Useful Life	Annual Amortization	Accumulated Amortization	Net Balance
CFFC	$ 1,039,500	3 yrs.	$ 346,500	$ 519,750	$ 519,750
HFC	456,900	3 yrs.	152,300	228,450	228,450
COGA	166,800	3 yrs.	55,600	83,400	83,400
V3 Fights	303,000	3 yrs.	101,000	151,500	151,500
Total value of Customer and Venue Relationships	$ 1,966,200		$ 655,400	$ 983,100	$ 983,100

Ticketing Software	Basis	Useful Life	Annual Amortization	Accumulated Amortization	Net Balance
CageTix	$ 360,559	3 yrs.	$ 120,186	$ 180,279	$ 180,279
Total value of Ticketing Software	$ 360,559		$ 120,186	$ 180,279	$ 180,279

v. **Contingent Consideration**. We will pay additional consideration to each Target Company, other than GFL, if the gross profit of the related business for the twelve months following the closing of the related acquisition exceeds an agreed upon gross profit threshold. This "earn out" requires us to increase the purchase price we agreed to pay for each such business by $7.00 dollars for each $1.00 by which actual gross profit exceeds the gross profit threshold. The "earn out" will be paid in shares of our common stock that will be valued at the lesser of (i) the initial public offering price of the shares sold in this offering, or (ii) the volume weighted average closing price of our common stock over the 20 trading days prior to the date on which we file our quarterly report on Form 10-Q for the first quarter following the full calendar year following the completion of this offering.

The gross profit threshold for each Target Company is as follows:

Target Company	Gross Profit Threshold
CFFC	$ 350,000
COGA	$ 80,000
CageTix	$ 100,000
HFC	$ 100,000
V3 Fights	$ 100,000
Shogun	$ 50,000

We expect that each Target Company will exceed its gross profit threshold by an amount that would result in a weighted average increase in the aggregate consideration paid of 15% for all of the Target Companies, or an additional $716,394 in the aggregate, payable in common stock as described above. We prepared this estimate on the basis of our overall growth strategy and our expectation that the gross revenues of the Target Companies will increase by 10-30% during the applicable period.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the consolidated historical and pro forma financial statements and related notes thereto included in this prospectus. In addition, this discussion contains forward-looking statements that involve risks, uncertainties and assumptions that could cause actual results to differ materially from management's expectations. Factors that could cause such differences are discussed in "Special Note Regarding Forward-Looking Statements" and "Risk Factors." We assume no obligation to update any of these forward-looking statements.

We are presenting the following discussion with respect to each Target Company individually, then for Alliance, both individually and on a pro forma basis for the period covered by the pro forma financial statements included in this prospectus.

Business Overview

Alliance MMA, Inc. was incorporated in the state of Delaware on February 12, 2015 for the purpose of acquiring businesses that engage in the promotion of mixed martial arts, or MMA, events. Through our acquisition of the Target Companies, Alliance will create a regional venue for the development and showcasing of professional MMA fighters. We intend to operate as a "feeder" organization by which our fighters will advance to the Ultimate Fighting Championship, or UFC, and other premier MMA organizations. Our operations

will be centered on three primary business segments: live MMA event promotions, MMA content distribution, and sponsorships and promotion.

For accounting and reporting purposes, Alliance has been identified as the accounting acquirer of each of the Target Companies. In addition, each of the Target Companies has been identified as an accounting co-predecessor to the Company.

Shogun

Based in Baltimore, Maryland, Shogun is a mid-Atlantic regional MMA promotion company founded in 2008 and has promoted 13 fights at the Royal Farms Arena in Baltimore. Shogun currently promotes two large events per year with attendance figures typically exceeding 4,500 fans. We expect to build on Shogun's existing business and to expand its presence and number of promotions throughout the mid-Atlantic region following the proposed acquisition.

For the twelve months ended December 31, 2015, Shogun's promotions generated revenue totaling $537,872 with a gross profit of $165,923, reflecting a gross profit margin of 30.8%. Shogun generated substantially all of that revenue from ticket sales at its live events.

The tables below summarize Shogun's results of operations for the years ended December 31, 2015 and 2014, and for six months ended June 30, 2016 and 2015, in both absolute terms and as a percentage of revenue for the periods indicated:

	Periods ended December 31,			
	2015		2014	
Net revenue	$ 537,872	100.0%	$ 488,791	100.0%
Cost of revenues	371,949	69.2%	344,173	70.4%
Gross profit	165,923	30.8%	144,618	29.6%
Operating expenses				
General and administrative	24,424	4.5%	23,298	4.8%
Professional and consulting	26,791	5.0%	2,010	0.4%
Depreciation	595	0.1%	658	0.1%
Total operating expenses	51,810	9.6%	25,966	5.3%
Net income	$ 114,113	21.2%	$ 118,652	24.3%

Revenue in 2015 grew by $49,081 to $537,872, a 10.0% increase, compared to revenue of $488,791 in 2014. The increase reflected the sale of a greater number of admission tickets at Shogun's events.

Operating expenses rose in 2015 by approximately $25,844, or 99.5%, compared to operating expenses of $25,966 in 2014, as a result of legal and accounting expenses incurred in connection with the contemplated sale of the Shogun business to Alliance.

	Six Months Ended			
	June 30, 2016		June 30, 2015	
Net revenue	$ 302,274	100.0%	$ 275,938	100.0%
Cost of revenues	203,810	67.4%	187,616	68.0%
Gross profit	98,464	32.6%	88,322	32.0%
Operating expenses				
General and administrative	12,675	4.2%	11,154	4.0%
Professional and consulting	7,500	2.5%	-	0.0%
Depreciation	142	0.0%	297	0.1%
Total operating expenses	20,317	6.7%	11,451	4.1%
Net income	$ 78,147	25.9%	$ 76,871	27.9%

The increase in net revenues of $26,000 for the six months ended June 30, 2016 over the same period in 2015 resulted from increased volumes in sponsorship sales of $16,000, ticket sales of approximately $8,000, and food and beverage sales of approximately $2,000.

The increase in operating expenses of approximately $9,000 for the six months ended June 30, 2016 compared to the same period in 2015 was attributable primarily to legal and accounting expenses incurred in connection with the contemplated sale of the Shogun business to Alliance.

CageTix

Founded in 2009, CageTix is an established ticketing agency for combat sports, including mixed martial arts, boxing, jiu jitsu, and Muay Thai, and is the first ticket sales service to focus specifically on the MMA industry. CageTix's ticketing platform offers Alliance the opportunity to expand ticket sales and event attendance throughout its promotions.

For the twelve months ended December 31, 2015, CageTix generated revenues totaling $72,020 with a net profit of 52.6% or $37,918. The revenue generated by CageTix is booked as commission income on ticket sales for client-promoted sporting events.

The tables below summarize CageTix's results of operations for the years ended December 31, 2015 and 2014, and for six months ended June 30, 2016 and 2015, in both absolute terms and as a percentage of revenue for the periods indicated:

	Periods ended December 31			
	2015		2014	
Net revenue	$ 72,020	100.0%	$ 53,548	100.0%
Cost of revenues		0.0%		0.0%
Gross profit	72,020	100.0%	53,548	100.0%
Operating expenses				
General and administrative	34,102	47.4%	15,055	28.1%
Total operating expenses	34,102	47.4%	15,055	28.1%
Net income	$ 37,918	52.6%	$ 38,493	71.9%

Revenue in 2015 grew by $18,472, or 34.5%, compared to revenue of $53,548 in 2014. Increased ticket sales for MMA events was the driving factor behind this increase.

Operating expenses increased in 2015 by approximately $19,047, or 126.52%, compared to $15,055 in 2014, primarily as a result of accounting expenses incurred in connection with the contemplated sale of the CageTix business to Alliance.

	Six Months Ended			
	June 30, 2016		June 30, 2015	
Net revenue	$ 57,428	100.0%	$ 35,673	100.0%
Cost of revenues	-	0.0%	-	0.0%
Gross profit	57,428	100.0%	35,673	100.0%
Operating expenses				
General and administrative	17,371	30.2%	4,778	13.4%
Total operating expenses	17,371	30.2%	4,778	13.4%
Net income	$ 40,057	69.8%	$ 30,895	86.6%

Net revenue for the six months ended June 30, 2016 increased by more than $21,000, or 61%, while net income increased by approximately $9,000 or 30%. This increase reflects the expansion of ticket sales to combat sporting venues outside of mixed martial arts. Alliance anticipates that the expansion of the CageTix ticketing platform into these and other venues will continue following the proposed acquisition.

The increase in operating expenses for the six months ended June 30, 2016 resulted from additional accounting expenses of $7,500 incurred in connection with the contemplated sale of the CageTix business to Alliance, coupled with an increase in advertising and marketing expenses totaling approximately $4,000.

CFFC

Based in Atlantic City, New Jersey, CFFC was founded in 2011 and has promoted over 57 professional MMA events, primarily in New Jersey and Pennsylvania. CFFC holds, on average, 12 events per year, and maintains extensive venue relationships. It has also built a stable of well-known MMA fighters, many of which have advanced to premier MMA promotions such as the UFC, Bellator and the World Series of Fighting.

For the twelve months ended December 31, 2015, CFFC generated revenues of $709,468 with a gross profit of 24.8% or $175,840. Revenues were generated from ticket sales, venue site fees and sponsorship royalties.

The tables below summarize CFFC's results of operations for the years ended December 31, 2015 and 2014, and for six months ended June 30, 2016 and 2015, in both absolute terms and as a percentage of revenue for the periods indicated:

	Periods ended December 31			
	2015		2014	
Net revenue	$ 709,468	100.0%	$ 626,835	100.0%
Cost of revenues	533,628	75.2%	532,761	85.0%
Gross profit	175,840	24.8%	94,074	15.0%
Operating expenses				
General and administrative	84,584	11.9%	108,525	17.3%
Professional and consulting	22,625	3.2%	-	0.0%
Depreciation	49,300	6.9%	18,721	3.0%
Total operating expenses	156,509	22.1%	127,246	20.3%
Net income (loss)	$ 19,331	2.7%	$ (33,172)	(5.3)%

Revenue in 2015 increased $82,633, or 13.2%, compared to revenue of $626,835 in 2014. An increase in the number of events held by CFFC during 2015 and a trend toward site fees being paid by the event venues fueled this growth in revenue.

Operating expenses increased in 2015 by approximately $29,263, or 23.0%, compared to operating expenses of $127,246 in 2014. The increase reflected depreciation expense pertaining to new cage equipment, and accounting expenses relating to the proposed sale of CFFC's business to Alliance.

	Six Months Ended			
	June 30, 2016		June 30, 2015	
Net revenue	$ 311,907	100.0%	$ 416,111	100.0%
Cost of revenues	229,343	73.5%	281,479	67.6%
Gross profit	82,564	26.5%	134,632	32.4%
Operating expenses				
General and administrative	47,211	15.1%	56,539	13.6%
Professional and consulting	7,500	2.4%	-	0.0%
Depreciation	906	0.3%	1,340	0.3%
Total operating expenses	55,617	17.8%	57,879	13.9%
Net income	$ 26,947	8.6%	$ 76,753	18.4%

CFFC's revenues for the six months ended June 30, 2016 decreased by $104,000, or 25%, and gross profit decreased by $52,000, or 39%, over the same period in 2015. These variances resulted from a reduction in paying venue locations from two in 2015 to one in 2016. In addition, CFFC held one less event in the first half of 2016 than it did in 2015, which resulted in lower than expected ticket and sponsorship revenues. Gross profit was directly impacted by the loss of site fees and by higher fighter costs.

The increase in operating expenses was attributable to accounting expenses of $7,500 incurred in connection with the contemplated sale of the CFFC business to Alliance.

GFL

Founded in 2010, GFL is a sports media and technology platform focusing exclusively on the combat sports industry. In addition to its extensive video library, GFL uses its proprietary technology platform to offer online streaming media content, televised events and social media access to MMA fans world-wide.

For the twelve months ended December 31, 2015, GFL generated revenues totaling $496,233, with a gross profit of $177,646, or 35.8%.

The tables below summarize GFL's results of operations for the years ended December 31, 2015 and 2014, and for six months ended June 30, 2016 and 2015, in both absolute terms and as a percentage of revenue for the periods indicated:

	Periods ended December 31			
	2015		2014	
Net revenue	$ 496,233	100.0%	$ 624,142	100.0%
Cost of revenues	318,587	64.2%	410,814	65.8%
Gross profit	177,646	35.8%	213,328	34.2%
Operating expenses				
General and administrative	169,708	34.2%	157,724	25.3%
Professional and consulting	23,580	4.8%	7,965	1.3%
Depreciation	36,299	7.3%	32,516	5.2%
Total operating expenses	229,587	46.3%	198,205	31.8%
Net income (loss)	$ (51,941)	(7.3)%	$ 15,123	2.4%

Revenue in 2015 decreased by $127,909, or 20.5%, compared to revenue of $624,142 in 2014. The decrease reflected increased pricing pressure on production services, and a general decline in boxing events filmed and produced.

Operating expenses increased in 2015 by approximately $31,382, or 15.8%, compared to $198,205 in 2014, primarily as a result of accounting expenses incurred in connection with the contemplated merger of GFL with a wholly-owned subsidiary of Alliance.

	Six Months Ended			
	June 30, 2016		June 30, 2015	
Net revenue	$ 276,657	100.0%	$ 315,935	100.0%
Cost of revenues	164,854	59.6%	177,440	56.2%
Gross profit	111,803	40.4%	138,495	43.8%
Operating expenses				
General and administrative	84,999	30.7%	83,142	26.3%
Professional and consulting	10,180	3.7%	4,335	1.4%
Depreciation	13,872	5.0%	18,244	5.8%
Total operating expenses	109,051	39.4%	105,721	33.5%
Net income	$ 2,752	1.0%	$ 32,774	10.4%

For the six months ended June 30, 2016, revenue decreased by $39,000, or 12%, over the six months ended June 30, 2015. This decrease was the result of the expiration of GFL's overseas licensing deal and lower broadcast revenue from its promotions. To counter this loss, GFL sought out alternative revenue streams from non-MMA promotional events such as boxing, jiu jitsu, and lacrosse. GFL offered these newer services at slightly reduced rates, which resulted in a decline in profit margins.

Operating expenses remained relatively flat for the six months ended June 30, 2016, with the exception of accounting expenses incurred in connection with the contemplated merger of GFL with a wholly-owned subsidiary of Alliance.

HFC

Based in the Chicago metropolitan area, HFC was founded in 2009 and has promoted over 25 events primarily in the Chicago metropolitan area. We expect HFC to provide Alliance with a valuable foothold in the Midwest region.

For the twelve months ended December 31, 2015, HFC generated revenues of $172,315 with a gross profit of $57,305, or 33.3%.

The tables below summarize HFC's results of operations for the years ended December 31, 2015 and 2014, and for six months ended June 30, 2016 and 2015, in both absolute terms and as a percentage of revenue for the periods indicated:

	Periods ended December 31,			
	2015		2014	
Net revenue	$ 172,315	100.0%	$ 183,195	100.0%
Cost of revenues	115,010	66.7%	119,114	65.0%
Gross profit	57,305	33.3%	64,081	35.0%
Operating expenses				
General and administrative	8,218	4.8%	9,025	4.9%
Professional and consulting	21,800	12.7%	-	0.0%
Depreciation	267	0.2%	267	0.1%
Total operating expenses	30,285	17.6%	9,292	5.1%
Net income	$ 27,020	15.7%	$ 54,789	29.9%

Revenue in 2015 decreased slightly to $172,315, or 5.9%, compared to $183,195 in 2014. The decline was due to lower ticket sales.

Operating expenses increased in 2015 by $20,993, or 225.9%, compared to $9,292 in 2014, as a result of accounting expenses incurred in connection with the contemplated sale of the HFC business to Alliance.

	Six Months Ended			
	June 30, 2016		June 30, 2015	
Net revenue	$ 140,362	100.0%	$ 87,770	100.0%
Cost of revenues	100,814	71.8%	59,639	67.9%
Gross profit	39,548	28.2%	28,131	32.1%
Operating expenses				
General and administrative	8,901	6.3%	4,358	5.0%
Professional and consulting	7,790	5.5%	11,800	13.4%
Depreciation	134	0.1%	134	0.2%
Total operating expenses	16,825	12.0%	16,292	18.6%
Net income	$ 22,723	16.2%	$ 11,839	13.5%

HFC's revenues increased $53,000 or 60% for the six months ended June 30, 2016 over the same period in 2015. This growth was the result of holding one more event in the first six months of 2016 compared to the same period in 2015, resulting in ticket sale increases of approximately $43,000, sponsorship fee increases of approximately $7,000 and venue site fee increases of $3,000. While net revenue increased, HFC's gross profit margin suffered slightly due to higher fighter expenses and venue production fees.

Operating expenses for the period, with the exception of accounting expenses incurred in connection with the contemplated sale of the HFC business to Alliance, were relatively flat.

COGA

Based in Kirkland, Washington, COGA was founded in 2009 and has promoted over 46 MMA events, primarily in Washington State. The promoters of COGA will spearhead Alliance's efforts to launch additional promotions and attract top talent on the west coast utilizing their long-standing relationships throughout the region.

For the twelve months ended December 31, 2015, COGA generated revenues totaling $285,415 with a gross profit of $174,181, or 61.0%.

The tables below summarize COGA's results of operations for the years ended December 31, 2015 and 2014, and for six months ended June 30, 2016 and 2015, in both absolute terms and as a percentage of revenue for the periods indicated:

	Periods ended December 31,			
	2015		2014	
Net revenue	$ 285,415	100.0%	$ 197,968	100.0%
Cost of revenues	111,234	39.0%	83,758	42.3%
Gross profit	174,181	61.0%	114,210	57.7%
Operating expenses				
General and administrative	127,111	44.5%	83,399	42.1%
Professional and consulting	27,780	9.7%	7,343	3.7%
Depreciation	9,183	3.2%	9,563	4.8%
Total operating expenses	164,074	57.5%	100,305	50.7%
Net income	$ 10,107	3.5%	$ 13,905	7.0%

Revenue in 2015 increased $87,447, or 44.2%, compared to revenue of $197,968 in 2014, as a result primarily of COGA holding more events, thereby generating greater ticket sales, compared to 2014.

Operating expenses increased in 2015 by $63,769, or 63.6%, compared to operating expenses of $100,305 in 2014. This increase reflected event expenses related to the additional shows held in 2015, together with accounting expenses incurred in connection with the contemplated sale of the COGA business to Alliance.

	Six Months Ended			
	June 30, 2016		June 30, 2015	
Net revenue	$ 59,025	100.0%	$ 165,505	100.0%
Cost of revenues	26,128	44.3%	59,964	36.2%
Gross profit	32,897	55.7%	105,541	63.8%
Operating expenses				
General and administrative	12,983	22.0%	67,202	40.6%
Professional and consulting	8,900	15.1%	2,280	1.4%
Depreciation	4,084	6.9%	4,869	2.9%
Total operating expenses	25,967	44.0%	75,004	44.9%
Net income	$ 6,930	11.7%	$ 31,190	18.8%

During the periods covered by the financial statements presented, COGA has held one event in the first quarter of each year. Due to scheduling conflicts at COGA's main venue, this event was not held and is the primary reason for the large decrease in revenues for the six months ended June 30, 2016 compared to the same period in 2015. The missed event was subsequently booked for the third quarter of 2016 and COGA anticipates meeting its revenue goals for the year.

V3 Fights

Based in Memphis, Tennessee, V3 Fights was founded in 2009 and has promoted 45 events primarily at event centers in Memphis, Tennessee and elsewhere in Tennessee, Mississippi and Alabama. V3 typically holds between 6-8 events per year.

For the twelve months ended December 31, 2015, V3 generated revenues of $159,575 with a gross profit of $37,011, or 23.2% .

The tables below summarize V3's results of operations for the years ended December 31, 2015 and 2014, and for six months ended June 30, 2016 and 2015, in both absolute terms and as a percentage of revenue for the periods indicated:

	Periods ended December 31,			
	2015		2014	
Net revenue	$ 159,575	100.0%	$ 174,967	100.0%
Cost of revenues	122,564	76.8%	145,010	82.9%
Gross profit	37,011	23.2%	29,957	17.1%
Operating expenses				
General and administrative	35,845	22.5%	32,489	18.6%
Professional and consulting	28,210	17.7%	-	0.0%
Depreciation	-	0.0%	1,464	0.8%
Total operating expenses	64,055	40.1%	33,953	19.4%
Net (loss)	$ (27,044)	(16.9)%	$ (3,996)	-2.3%

Revenue in 2015 decreased by $15,392, or 8.8%, compared to revenue of $174,967 in 2014. The decrease was primarily due to reduced attendance at an underperforming outdoor MMA promotion as a result of severe weather conditions.

Operating expenses increased in 2015 by approximately $30,102, or 88.7%, compared to operating expenses of $33,953 in 2014, as a result of increased accounting expenses incurred in connection with the contemplated sale of the V3 business to Alliance.

	Six Months Ended			
	June 30, 2016		June 30, 2015	
Net revenue	$ 76,946	100.0%	$ 95,500	100.0%
Cost of revenues	51,516	67.0%	81,008	84.8%
Gross profit	25,430	33.0%	14,492	15.2%
Operating expenses				
General and administrative	12,923	16.8%	20,728	21.7%
Professional and consulting	9,150	11.9%	1,470	1.5%
Depreciation	-	0.0%	-	0.0%
Total operating expenses	22,073	28.7%	22,198	23.2%
Net income (loss)	$ 3,357	4.4%	$ (7,706)	(8.1)%

The decrease in revenue of $19,000, or 19%, for the six months ended June 30, 2016 over the same period in 2015, is directly related to the promotion of one less event during the period. Slightly lower operating expenses for the period compared to 2015 were the result of promoting one less event and by an increase in accounting expenses in connection with the contemplated sale of the V3 business to Alliance.

Alliance MMA

Alliance was formed on February 12, 2015 for the purposes of identifying and acquiring businesses that promote or support mixed martial art events and programming. For the twelve months ended December 31, 2015, Alliance MMA incurred operating expenses of $386,456, of which $310,929 was directly related to non-recurring professional service expenses related to the contemplated acquisitions of the Target Assets and the businesses of the Target Companies. Such expenses were incurred in identifying and conducting due diligence on the Target Companies and prospective MMA promotions, as well as management consulting and legal fees, and travel and entertainment expenses related to the acquisitions.

	Period ended December 31, 2015	
Net revenue	$ -	0.0%
Cost of revenues	-	0.0%
Gross profit	-	0.0%
Operating expenses		
General and administrative	42,027	0.0%
Professional and consulting	344,429	0.0%
Total operating expenses	386,456	0.0%
Net loss	$ (386,456)	0.0%

The tables below summarize Alliance's results of operations for the years ended December 31, 2015, and for six months ended June 30, 2016 and 2015, in both absolute terms and as a percentage of revenue for the periods indicated:

	2016		2015	
Net revenue	$ -	0.0%	$ -	0.0%
Cost of revenues	-	0.0%	-	0.0%
Gross profit	-	0.0%	-	0.0%
Operating expenses				
General and administrative	41,530	0.0%	5,476	0.0%
Professional and consulting	182,411	0.0%	126,500	0.0%
Total operating expenses	223,941	0.0%	131,976	0.0%
Net loss	$ (223,941)	0.0%	$ (131,976)	0.0%

Of the total expenses incurred of $224,000 and $132,000 for the six months ended June 30, 2016 and 2015, respectively, $142,000 and $112,000 were directly related to non-recurring professional service expenses pertaining to the offering.

Pro Forma Results of Operations

The following table sets forth unaudited results of operations on a pro forma basis for Alliance and the Target Companies in both absolute terms and as a percentage of revenue for the periods indicated.

	Year ended December 31				Six Months Ended June 30,		June 30,	
	2015	2015	2014	2014	2016		2015	
Net revenue	$2,432,898	100.0%	$2,349,446	100.0%	$1,224,599	100.0%	$1,392,432	100.0%
Cost of revenue	1,572,972	64.7%	1,635,630	69.6%	776,465	63.4%	847,146	60.8%
Gross profit	859,926	35.3%	713,816	30.4%	448,134	36.6%	545,286	39.2%
Operating expenses								
General and administrative	548,644	22.6%	429,515	18.3%	238,593	19.5%	253,377	18.2%
Professional and consulting	521,890	21.5%	36,039	1.5%	233,431	19.1%	146,385	10.5%
Depreciation	49,023	2.0%	46,068	2.0%	19,138	1.6%	24,884	1.8%
Total operating expenses	1,119,557	46.0%	511,622	21.8%	491,162	40.1%	424,646	30.5%
Net (loss) income	$ (259,631)	(10.7)%	$ 202,194	8.6%	$ (43,028)	(3.5)%	$ 120,640	8.7%

Revenue

The Target Companies collectively promoted a combined 50-60 MMA events in each of 2014 and 2015. We expect to increase the number of events and to introduce opportunities such as national sponsorships, "in-cage" marketing and branding, television programing and access to international video content distribution, which we anticipate will lead to significant growth in revenues year to year.

On an actual and pro forma basis, the aggregate revenue of the Target Companies in 2015 was $2,432,898, a 3.55% increase from revenue of $2,349,446 during 2014. Revenues remained relatively flat year-to-year for each of the Target Companies, with GFL, a sports media and technology platform company, experiencing the largest variance, a 20.5% decrease, which amounted to $127,909. The decrease was a result of a decline in boxing events and the introduction of price reductions to garner additional market share.

	Years Ended December 31,		Change	
	2015	2014	Amount	%
Shogun	$ 537,872	488,791	$ 49,081	10.0%
Cagetix	72,020	53,548	18,472	34.5%
CFFC	709,468	626,835	82,633	13.2%
GFL	496,233	624,142	(127,909)	(20.5)%
HFC	172,315	183,195	(10,880)	(5.9)%
COGA	285,415	197,968	87,447	44.2%
V3	159,575	174,967	(15,392)	(8.8)%
Total	$ 2,432,898	2,349,446	$ 83,452	3.55%

For the six months ended June 30, 2016, the revenue of the Target Companies on a combined basis was $1,224,599, a 12.1% decrease from revenue of $1,392,432 reported for the six months ended June 30, 2015. The primary reasons for this reduction were changes to the CFFC venue mix and fewer promotional events being held in the first six months of 2016 compared to the same period in 2015, delays experienced by COGA in the timing of its promotions, and GFL, which saw slower than usual content distribution.

	Six Months Ended		Change	
	2016	2015	Amount	%
Shogun	$ 302,274	275,938	$ 26,336	9.5%
Cagetix	57,428	35,673	21,755	61.0%
CFFC	311,907	416,111	(104,204)	(25.0)%
GFL	276,657	315,935	(39,278)	(12.4)%
HFC	140,362	87,770	52,592	59.9%
COGA	59,025	165,505	(106,480)	(64.3)%
V3	76,946	95,500	(18,554)	(19.4)%
Total	$ 1,224,599	1,392,432	$ (167,833)	(12.1)%

Cost of Revenues/Gross Profit

The following table sets forth a breakdown of our cost of sales and gross profit for the fiscal years ending December 31, 2014 and 2015, respectively.

	Years ended December 31		Change	
	2015	2014	Amount	%
Net revenue	$ 2,432,898	$ 2,349,446	$ 83,452	3.55%
Cost of revenues	1,572,972	1,635,630	(62,658)	(3.8)%
Gross profit	$ 859,926	$ 713,816	$ 146,110	20.47%

The cost of revenues consists of all expenses associated with running and distributing the Target Companies' MMA events and content, including but not limited to venue and site fees, fighter compensation, ticket sale expenses, video production and content distribution expenses, merchandise costs and promotional expenses associated with our live events. Costs associated with generating revenues have remained relatively flat, decreasing slightly from 2014 to 2015 by $62,658 or 3.8%.

The following table sets forth a breakdown of cost of revenues and gross profit for the six months ended June 30, 2016 and 2015, respectively.

	Six Months Ended		Change	
	June 30, 2016	June 30, 2015	Amount	%
Net revenue	$ 1,224,599	$ 1,392,4327	$ (167,833)	(12.1)%
Cost of revenues	776,465	847,146	(70,681)	(8.3)%
Gross profit	$ 448,134	$ 545,286	$ (91,152)	(17.8)%

The $91,152 decrease in gross profit for the six months ended June 30, 2016 compared to the same period in 2015 was the result of lower live event revenues for CFFC, COGA and GFL. The gross margin on a combined basis for the periods remained substantially the same averaging approximately 38%.

Operating Expenses

For the year ended December 31, 2015, the combined operating expenses for Alliance and the Target Companies were $1,119,557, as compared with operating expenses of $511,622 in 2014, an increase of 118.83%. For the six months ended June 30, 2016, combined operating expenses were 270,638, and increase of $61,921 or 29.7% over the six months ended June 30, 2015.

	Years ended December 31		Change	
	2015	2014	Amount	%
Operating Expenses				
General and administrative	$ 548,644	$ 429,515	$ 119,129	27.74%
Professional and consulting	521,890	36,039	485,851	1348.13%
Depreciation	49,023	46,068	2,955	6.41%
Total operating expenses	$ 1,119,557	$ 511,622	$ 607,935	118.83%

	Six Months Ended		Change	
	June 30, 2016	June 30, 2015	Change Amount	%
Operating Expenses				
General and administrative	$ 238,593	$ 253,377	$ (14,784)	(5.8)%
Professional and consulting	233,431	146,385	87,046	59.5%
Depreciation	19,138	24,884	(5,746)	(23.1)%
Total operating expenses	$ 491,162	$ 424,646	$ 66,516	15.7%

The increase in operating expenses in 2015 is attributable primarily to legal, accounting and other professional services incurred by Alliance MMA for the acquisition of the Target Companies and the commencement of this offering in the amount of approximately $336,000 ($25,000 directly related to offering expenses incurred for this offering which have been capitalized, and $311,000 related to professional expenses related to consulting, accounting and legal services associated with the diligence and acquisition of prospective target companies).

For the six months ended June 30, 2016, the $66,516 increase in operating expenses was primarily due to additional accounting-related services that were required for the acquisition of the Target Companies and commencement of this offering in the amount of approximately $75,000. While we don't expect these expenses to recur, we do anticipate that general and administrative expenses will increase following the acquisition of the Target Companies as we incur costs for marketing and other initiatives that are intended to drive revenues.

The following table sets forth a breakdown of operating expenses for the six months ending June 30, 2015 and 2016, respectively, for each of the Target Companies.

Shogun	Six Months Ended June 30,		Change	
	2016	2015	Amount	%
Operating expenses				
General and administrative	$ 12,675	11,154	$ 1,521	13.6%
Professional and consulting	7,500	-	7,500	100.0%
Depreciation	142	297	(155)	(52.2)%
Total operating expenses	$ 20,317	11,451	$ 8,866	77.4%

CageTix	Six Months Ended June 30,		Change	
	2016	2015	Amount	%
Operating expenses				
General and administrative	$ 17,371	4,778	$ 12,593	263.6%
Professional and consulting	-	-	-	0.0%
Depreciation	-	-	-	0.0%
Total operating expenses	$ 17,371	2,342	$ 12,593	263.6%

CFFC	Six Months Ended June 30,		Change	
	2016	2015	Amount	%
Operating expenses				
General and administrative	$ 47,211	56,539	$ (9,328)	(16.5)%
Professional and consulting	7,500	-	7,500	100.0%
Depreciation	906	1,340	(434)	100.0%
Total operating expenses	$ 55,617	57,879	$ (2,262)	(3.9)%

GFL	Six Months Ended June 30,		Change	
	2016	2015	Amount	%
Operating expenses				
General and administrative	$ 84,999	83,142	$ 1,857	2.2%
Professional and consulting	10,180	4,335	5,845	100.0%
Depreciation	13,872	18,244	(4,372)	(24.0)%
Total operating expenses	$ 109,051	105,721	$ 3,330	3.1%

HFC	Six Months Ended June 30,		Change	
	2016	2015	Amount	%
Operating expenses				
General and administrative	$ 8,901	4,358	$ 4,543	104.2%
Professional and consulting	7,790	11,800	(4,010)	100.0%
Depreciation	134	134	-	0.0%
Total operating expenses	$ 16,825	16,292	$ 533	3.3%

COGA	Six Months Ended June 30,		Change	
	2016	2015	Amount	%
Operating expenses				
General and administrative	$ 12,983	67,202	$ (54,219)	(80.7)%
Professional and consulting	8,900	2,280	6,620	100.0%
Depreciation	4,084	4,869	(785)	(16.1)%
Total operating expenses	$ 25,967	74,351	$ (44,168)	(65.1)%

V3	Six Months Ended June 30,		Change	
	2016	2015	Amount	%
Operating expenses				
General and administrative	$ 12,923	20,728	$ (7,805)	(37.7)%
Professional and consulting	9,150	1,470	7,680	100.0%
Depreciation	-	-	-	0.0%
Total operating expenses	$ 22,073	22,198	$ (125)	(0.6)%

It should be noted that we will incur costs as a public company, including increased legal fees, accounting fees, and investor relations expenses, that were not borne by the Target Companies prior to the proposed acquisition.

General and Administrative Expenses

General and administrative expenses consist primarily of employee-related costs, including compensation, benefits, travel and insurance, as well as selling and marketing expenses for regional MMA events. For the year ended December 31, 2015, general and administrative expenses increased by 27.74%, primarily as a result of increased expenses associated with Go Fight Net (increase of $15,000 related to increased employee compensation and benefits expenses); CageTix (increase of $24,000 related to increased accounting and audit related services); Punch Drunk (increase of $47,00 related to increase employee compensation and benefits, and travel related expenses) and Alliance MMA (increase of $42,000 directly related to travel, marketing and web development expenses).

For the six months ended June 30, 2016, general and administrative expenses were $238,593 compared to $253,377 for the six months ended June 30, 2015 a decrease of approximately $15,000, or 5.8%. The decrease was primarily driven by lower venue expenses related to CFFC promotions and lower administrative changes due to less promotions held in the first quarter of 2016 compared to the same period in 2015.

Professional and Consulting Expenses

Professional and consulting expenses relate primarily to accounting and tax-related expenses for each regional MMA promotion. During 2015, Alliance MMA incurred approximately $336,000 in expenses related to this IPO offering and structuring and negotiating acquisitions with the Target Companies and the owners of the Target Assets.

This amount accounted for approximately 66% of the increase in professional and consulting expenses in 2015 which, as noted above, are not expected to be recurring.

For the six months ended June 30, 2016, the increase in professional and consulting expenses of approximately $87,000, or 60%, related primarily to accounting and audit expenses for each regional MMA promotion and fees associated with this offering.

Depreciation Expense

Assets are depreciated using the straight-line method over the estimated lives of the assets ranging from three to five years.

Vehicles, general office equipment, computers and production equipment are depreciated over three years, while video library equipment is depreciated over five years.

Liquidity/Capital Resources

The following table summarizes cash flows for the periods presented.

	December 31, 2014	December 31, 2015	June 30, 2016
Net cash (used in) provided by operating activities	$ 308	$ (16)	$ 1
Net cash used in investing activities	(49)	-	-
Net cash provided by (used in) financing activities	(200)	41	101
Net increase in cash	59	25	102
Cash at beginning of year	80	139	164
Cash at end of year	$ 139	$ 164	$ 266

We intend to finance our business operations using the proceeds of this offering, cash on hand and cash provided by our operating activities. While profit/loss of Alliance and the Target Companies in 2014, 2015, and the first six months of 2016, respectively, was close to break even, our expenses may increase more quickly than our revenues as we execute our business plan to acquire additional regional MMA promotion companies, increase our marketing expenditures and hire additional employees. If we begin to operate at a material loss, it will be necessary to fund that loss out of cash on hand, consisting primarily of the net proceeds of this offering. Please see "Use of Proceeds."

Critical Accounting Policies and Estimates

The financial statements contained in this prospectus have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires certain estimates and assumptions to be made about future events, and judgments that affect the reported amounts of assets, liabilities, revenue, expense and related disclosures to be applied. These estimates, assumptions and judgments are based on historical experience, current trends and various other factors that we believe to be reasonable under the circumstances. Following the acquisition of the Target Assets and the businesses of the Target Companies, we will review our accounting policies, estimates, assumptions and judgments on a regular basis to ensure that our financial statements are presented fairly and in accordance with GAAP. However, because future events and their effects cannot be determined with certainty, actual results could differ from those anticipated on the basis of our assumptions and estimates, and such differences could be material.

Our significant accounting policies are described in Note 1 to the audited financial statements included in this prospectus, and, of those policies, we believe that the accounting policies discussed below involve the greatest degree of complexity and exercise of judgment. The methods, estimates and judgments used in applying our accounting policies have a significant impact on the results of operations shown in the financial statements. Accordingly, we believe the policies described below are the most critical for understanding and evaluating the financial information contained in this prospectus.

Business Combinations

We account for the acquisition of the businesses of the respective Target Companies, under the provisions of ASC 805-10, Business Combinations, which requires that the purchase method of accounting be used for all business combinations. We have concluded that each of the businesses of the Target Companies constitutes a business in accordance with ASC 805-10-55.

We will record assets acquired and liabilities assumed at their respective fair values as of the date of acquisition/assumption. ASC 805-10 specifies criteria that intangible assets acquired in a business combination must meet to be recognized and reported apart from goodwill. Goodwill represents the amount by which the purchase price for a business exceeds the fair value of the tangible and intangible assets acquired. We recognize acquisition-related expenses separately from the business combinations and expense these amounts as they are incurred. If a business combination provides for contingent consideration, such as the earn-out portion of the purchase price being paid to each Target Company, we record the contingent consideration at fair value as of the acquisition date, and adjust our earnings to the extent of changes in that fair value following the acquisition date. Changes in deferred tax asset valuation allowances and income tax uncertainties after the measurement period will affect income tax expense.

Impairment of Long-Lived Assets and Goodwill

We will record intangible assets, including video libraries, customer relationships and the value of agreements not to compete arising from our various acquisitions, at cost less accumulated amortization, and we will amortize such assets using a method which reflects the period(s) in which the economic benefit of the asset is utilized, which has been estimated to be three to five years. For intangible assets subject to amortization, impairment is recognized if the carrying amount is not recoverable and the carrying amount exceeds the fair value of the intangible asset.

We expect to record goodwill in connection with the acquisition of the businesses of the Target Companies. The goodwill generated by those acquisitions will be evaluated at least annually, or whenever events or circumstances indicate that impairment may have occurred. There are many assumptions and estimates that directly impact the results of impairment testing, including an estimate of future expected revenues, earnings and cash flows, and discount rates applied to such expected cash flows in order to estimate fair value. We have the ability to influence the outcome and ultimate results based on the assumptions and estimates we choose for testing. To mitigate undue influence, we will set criteria that are reviewed and approved by senior management. The determination of whether or not goodwill or acquired intangible assets have become impaired involves a significant level of judgment in the assumptions underlying the approach used to determine the value of our reporting unit. Changes in our strategy or market conditions could significantly impact these judgments and require adjustments to recorded amounts of intangible assets.

BUSINESS

Industry Overview

In less than a quarter century, modern day mixed martial arts has developed from a pariah banned in most U.S. states to an international sports phenomenon that some believe will be an Olympic event within the next two decades. As it is practiced today, MMA evolved directly from a Brazilian combat sport known as *vale tudo*, Portuguese for ‘anything goes,’ which was popular in the 1920’s. MMA is a full contact sport that permits fighters to use techniques from both striking and grappling martial arts such as Boxing, Wrestling, Taekwondo, Karate, Brazilian jiu-jitsu, Muay Thai, and Judo. The “MMA Industry” generates revenues by promoting live MMA bouts, and through Pay-Per-View, video-on-demand and televised MMA event programming, merchandise sales, event and fighter sponsorships, and the monetization of MMA-related intellectual property royalties.

The MMA industry in its current form traces its origins to the founding of the Ultimate Fighting Championship ("UFC") in 1993. Initially, the UFC struggled to gain acceptance from the general public, which perceived the sport as excessively violent. Politicians including Senator John McCain of Arizona and New York state assemblyman Bob Reilly led the charge to ban MMA competitions from cable television. When their cable contracts were terminated in 1997, MMA events survived underground through internet and word of mouth promotions until their organizers agreed to a change of rules that allowed the Nevada State Athletic Commission and the New Jersey State Athletic Control Board to sanction the competitions in 2001. In 2006 Johns Hopkins University Medical School commissioned a study published in the *Journal of Sports Science and Medicine* which concluded that the injury rate in sanctioned MMA events is comparable to other combat sports involving striking and that in fact there are lower knockout rates in MMA compared to boxing. According to a study from *The British Journal of Sports Medicine*, only 28 percent of MMA bouts ended with a blow to the head, as most fights are decided by a tactical wrestling match where one opponent forces the other into submission.

Today, the sport is legal and regulated in all 50 states. Interest and participation in the sport is growing at a rapid pace. There were over 1,160 professional and pro-am events held in the United States in 2014, and over 3,050 such events in 2015, according to the *National MMA Registry*, a proprietary database maintained by the Association of Boxing Commissions. The Association is operated by members from commissions from the United States and internationally. According to the *National MMA Registry*, in 2015 there were a total of 15,105 professional MMA bouts and 12,190 amateur bouts.

Led by the UFC in terms of prominence and market share on a national level, there are in excess of 600 domestic regional MMA promotion companies promoting approximately 40,000 male and female professional and amateur fighters, according to Tapology.com, a leading online MMA forum. On an international basis, Tapology.com reports that the number of MMA promotions exceeds 1,025 with in excess of 90,000 professional and amateur MMA fighters. The UFC states on its website that its live MMA events are currently televised in over 129 countries and territories in approximately 800 million households in 28 languages.

Fueled in part by the notoriety of celebrity MMA athletes, including Olympic medalist Rhonda Rousey, Irish sensation Conor McGregor and legends Anderson Silva, Jose Aldo and Chris Weidman, among others, UFC events are held before crowds routinely averaging 15,000 with several live gates exceeding 50,000, according to the UFC and Tapology.com.

Our Business

Our operations will be centered on the following three business components:

- Live MMA Event Promotion, which will consist of generating revenue from ticket sales and providing a foundation for national sponsorship and national and international media distribution for our live MMA events.

- MMA Content Distribution, which will consist of paid distribution of original content on television, cable networks, pay-per-view broadcasts, and over the Internet, in the United States and through international distribution agreements.

- Sponsorships and Promotions, which will consist of sponsorships for live MMA events and televised productions and related advertising and promotional opportunities.

In addition, we are evaluating the profitability of other revenue sources, such as merchandising, ticketing, and fighter agency and management services.

Our Strategy

Our objective is to enhance the collective market share and profitability of the businesses of the Target Companies, and to become the premier feeder organization to the UFC, Bellator MMA and other prestigious MMA promotions worldwide. To achieve this objective, we intend to employ the following strategies:

Distributing our Original Content. We intend to leverage the existing MMA fight media libraries of the Target Companies, including the GFL media library which has over 10,000 hours of original fight content, to create programming that we will offer through the www.gfl.tv website as well as through other distribution arrangements. We believe this content has value that has not been monetized primarily due to the limited financial resources of the Target Companies on a stand-alone basis. On a collective basis, the media libraries of the Target Companies comprise one of the largest MMA video archives in existence and contain valuable footage of the determining bouts of many MMA stars from early in their professional careers. The UFC has recognized the value in historic MMA content and recently launched its UFC Fight Pass subscription service which is intended to complement its live event and pay-per-view business. We also intend to produce original MMA programming at MMA events that we promote, and monetize this content through domestic and international distribution arrangements. Several of the Target Companies have established live and delayed television arrangements with a variety of networks, including CBS Sports Network and Comcast Sports Net. CFFC's agreement with CBS Sports Network provides for eight prime time televised events in 2016 with each event being rebroadcast at least once. We are in discussions with several major networks in anticipation of extending our broadcast opportunities to more Target Company promotions following the acquisition.

Obtaining National Sponsorships. We are in discussions with several prominent brands that we intend to secure as national sponsors for our live promotion events. Presently, the Target Companies rely primarily on local and regional sponsors for their live events, although several have established sponsorship and advertising arrangements with larger organizations such as Adidas, MHP and Bud Light. We are in discussions with several prominent sports marketing agencies experienced in identifying, negotiating and procuring sponsorship agreements between mixed martial arts fighters and prospective sponsors, and are presently working to increase sponsorship revenue at each Target Company event in anticipation of our acquisition of the Target Companies. We are also interviewing several prominent sports marketing and advertising firms with a view towards increasing or expanding existing regional sponsorship arrangements.

Increasing Profitability Through the CageTix Ticketing Platform. As is customary in the MMA industry, the fighters appearing on an event fight card will sell a majority of the tickets sold for that event, an amount that routinely exceeds 70% of total live gate ticket sales. Referred to as "fighter consigned" tickets, sales are generally made in face-to-face cash transactions. Often, ticket proceeds are delivered to the regional MMA promoter on or close to the day of the event, making forecasting and budgeting difficult. Upon the acquisition of CageTix, we intend to aggregate control of the ticketing sales chain by instituting the use of the CageTix platform across all of the Target Companies. We believe that using CageTix will allow us to increase the profitability of the Target Companies' events, while capturing valuable demographic customer information that will facilitate subsequent sales and marketing efforts. Utilizing proprietary software that is formatted to accommodate a range of mobile devices (iPhone, iPad, Android), the CageTix platform can significantly enhance promoter profitability by offering the security of credit/debit card sales processing; immediate revenue recognition; real time sales reporting; and sales audit and compliance tracking for taxing and regulatory authorities.

Securing More Favorable Event Venues. We intend to migrate the businesses of certain Target Companies from paid event venue arrangements to venues that will compensate the promotions for hosting events, such as community sponsored civic auditoriums. In 2015, approximately 55% of the events promoted by the Target Companies were hosted in venues where the promotion paid to appear at the venue. We expect that the relocation of the Target Companies to paid venues will increase our profitability. By way of example, CFFC's agreement with the Borgata Hotel Casino & Spa in Atlantic City, New Jersey, provides for six paid events in 2016 (with site fees of $15,000 for each pro event), sound, lighting and engineering support, ushers and security, advertising and promotional support (including local radio and television ads), and hotel rooms and suites with an equivalent of 114 room nights. Hoosier's agreements for Caesars Entertainment Corp.'s Horseshoe Casino and Blue Chip Casino both provide Hoosier with similar support services as well as paid site fees for the event venues. Both V3 and COGA are in negotiations with casino venues in their respective markets to secure valuable promotion arrangements.

Identifying and Signing Top Prospects. We intend to continue the Target Companies' history of securing highly-regarded professional fighters to multi-fight agreements, arrangements which will enhance our reputation and the value of our live MMA programming content. By conducting a great number of professional MMA events than other regional promotions, and by televising these events, we are able to provide prospects with multi-fight opportunities and the visibility they seek when affiliating with a promotion. Currently, CFFC has over 50 professional fighters signed to exclusive multi-fight contracts including Shane Burgos, Jared Gordon, and Dominic Mazzotta, whose professional records are 7-0, 10-1, and 11-1, respectively. Hoosier presently has over ten professional fighters signed to exclusive multi-fight promotional agreements, including top prospects Nick Krauss, Kevin Nowaczyk, Joey Diehl and Cole Wilken. By leveraging the relationships of our management team and members of our Board of Directors with top training camps, including Blackhouse MMA, American Top Team, Blackzilians, the Gracie family, Jacksons MMA, Chute Boxe, Octagon MMA, and 4oz Fight Club, we anticipate that we will be able to identify top prospects who will help ensure successful events and establish long-term relationships with the UFC and other leading MMA promotions.

Following the completion of this offering, we intend to acquire on a selective basis additional profitable regional MMA promotions in markets where we currently do not promote events. We believe that the regional MMA industry is oriented toward consolidation and that we can achieve significant growth through further acquisitions as well as by organically growing our existing MMA promotions. According to the Association of Boxing Commissions, there are presently more than 1,160 registered MMA promoters in the United States and we believe this number exceeds 8,000 worldwide. We estimate that no one promotion has more than a 1% share of the market. We further believe that regional MMA promoters are finding it increasingly difficult to attract the best prospects given the level of competition among regional MMA promoters to secure the best fighters. Since we anticipate promoting over 65 events annually and sending a significant number of fighters to elite promotions such as the UFC and Bellator, we expect to be able to guarantee multiple fights to top prospects, thereby attracting high-quality fighters.

Competition

The market for live and televised MMA events and for historical MMA video content is extremely competitive.

The principal competitive factors in our industry include:

- The ability to attract and retain successful professional fighters in order to promote events that are appealing to fans and sponsors.
- The ability to promote a large number of events and bouts so that fighters are willing to commit to multi-fight agreements.
- The ability to command the attention of the UFC and other premier MMA promotions seeking professional fighters to promote on a national and/or international platform.
- The ability to produce high-quality media content on a consistent basis to secure television and other media distribution arrangements.
- The ability to generate brand awareness in the relevant geographic market.

Despite the competition we face, we believe that our approach of combining multiple regional MMA promotions under one umbrella organization enables us to leverage the collective resources and relationships of these promotions to address these competitive factors more effectively. In addition, our multi-regional and, over time, international, presence will enable us to offer sponsors and media outlets a broad geographic footprint in which to market products, services and content.

Acquisition of Target Assets and Target Companies' Businesses

We will acquire the businesses of the Target Assets and the businesses of the Target Companies upon the completion of the offering made by this prospectus, through a series of asset purchase agreements and, in the case of GFL, through a merger agreement. Unless we are able to close all of these acquisitions, we will not close any of the acquisitions and will not complete this offering.

The Target Companies

The Target Companies consist of five regional MMA promotion companies, a live MMA video promotion and content distribution company, and an electronic ticketing platform serving MMA and other combat sports events. The Target Companies comprise many of the premier regional MMA promotions in the United States, with CFFC and Hoosier Fight Club ranked among the top 40 of all regional MMA promotions internationally. On a collective basis, these promotions have sent over 50 professional MMA fighters to the UFC, have over 65 professional MMA fighters under multi-fight contracts, and conducted more than 50 professional MMA events in 2015. Many of the Target Companies' events are televised or streamed live on cable and network stations. In 2015, the Target Companies collectively generated $2.4 million in gross revenue and $0.127 million in net income.

The Target Companies are as follows:

* *CFFC Promotions, LLC ("CFFC")* – based in Atlantic City, New Jersey, CFFC was founded in 2011 and has promoted over 57 professional MMA events, primarily in New Jersey and Pennsylvania. Ranked in the top 10 of all regional MMA promotions, CFFC currently airs on the CBS Sports Network as well as www.gfl.tv. and has sent 23 fighters to the UFC, including Aljamain Sterling (11-0), Jimmie Rivera (15-1), Lyman Good (13-3), and Paul Felder (10-2). CFFC's Robert Haydak and Mike Constantino will serve as our President and Regional Vice President, respectively, for the Northeast region. CFFC has approximately 52 fighters under multi-fight contracts and is scheduled to promote 12 events in 2016. Robert Haydak and Mike Constantino have each been inducted into the New Jersey State Martial Arts Hall of Fame.

* *Hoosier Fight Club Promotions, LLC ("Hoosier Fight Club" or "HFC")* – based in the Chicago metropolitan area, HFC was founded in 2009 and has promoted over 25 events, including the first sanctioned event in Indiana in January, 2010. HFC has sent or promoted eight fighters to the UFC and several to Invicta Fighting Championships (the premier all-female MMA promotion) including Neil Magny (16-5), Felice Herrig (10-6), Phillipe Nover (12-5), Josh Sampo (11-5), and Barb Honchak (10-2), the Invicta FC Flyweight Champion and third-ranked pound-for-pound female MMA fighter in the world by MMARising.com. HFC has 11 fighters under multi-fight contracts and is scheduled to promote eight events in 2016. HFC is now available on www.gfl.tv. HFC's Danielle Vale will serve as Regional Vice President in the Chicago area market.

* *Punch Drunk, Inc. d/b/a COmbat GAmes MMA ("COGA")* – based in Kirkland, Washington, COGA was founded in 2009 and has promoted over 46 shows primarily in Washington State. COGA frequently airs on ROOT Sports Pacific Northwest regional network as well as www.gfl.tv. Voted "Best Fight Promotion of the Year" for 2011 and 2012 by NW FightScene Magazine, COGA is recognized as the premier MMA promotion in Washington State. COGA has sent 10 fighters to the UFC, including bantam weight champion Demetrious Johnson (26-2-1), Ultimate Fighter winner Michael Chiesa (12-2), light heavy weight Trevor Smith (13-6), and heavy weight Anthony Hamilton (14-4). COGA is scheduled to promote eight events in 2016. COGA's founder Joe DeRobbio will serve as our Regional Vice President for the Pacific Northwest region.

* *Bang Time Entertainment LLC (d/b/a "Shogun Fights")* – based in Baltimore, Maryland, Shogun was founded in 2008 and has promoted 13 fights at the Royal Farms Arena in Baltimore, the same venue that hosted UFC 174 in April of 2014. A premier mid-Atlantic regional MMA promotion, Shogun Fights currently airs on Comcast Sportsnet as well as www.gfl.tv and is scheduled to promote two events in 2016. Shogun has sent three fighters to the UFC including Jim Hettes (11-3), Dustin Pague (11-10), and Zach Davis (9-2), with numerous others having fought for Bellator as well. In its past six events, Shogun Fights has had the opportunity to have four UFC veterans, three Ultimate Fighter reality series contestants, ten Bellator Fighting championship veterans and one Strikeforce veteran fight on its professional MMA card. A champion for the legalization of MMA in Maryland, Shogun Fights' John Rallo will serve as our Regional Vice President for the mid-Atlantic region and is scheduled to promote two events in 2016.

* *V3, LLC ("V3 Fights")* – based in Memphis, Tennessee, V3 Fights was founded in 2009 and has promoted 45 events primarily at event centers in Memphis, Tennessee and elsewhere in Tennessee, Mississippi and Alabama. V3Fights is the mid-South's premier MMA promotion and has been broadcast live on Comcast Sports South as well as www.ustream.com, www.YouTube.com. V3Fights is now available on www.gfl.tv. Notable fighters who have fought for V3Fights are Bellator number one heavyweight contender, Tony Johnson (9-2), Bellator fighter, Jonny Bonilla-Bowman (2-0), and Invicta FC star, Andrea "KGB" Lee (3-1). V3Fights currently has 4 fighters under multi-fight contracts and will play host to 10 events in 2016. V3Fights founder Nick Harmeier will serve as our Regional Vice President for the mid-South region and is scheduled to promote 12 events in 2016.

* *Go Fight Net, Inc.* – founded in 2010, Go Fight Net operates "GoFightLive" or "GFL" a sports media and technology platform focusing exclusively on the combat sports marketplace. With a media library containing 11,000 titles comprising approximately 10,000 hours of unique video content, and the addition of approximately 1,200 hours of new original content annually, GFL maintains the largest continuously growing database of MMA events, fighters, and fight videos in the world. The GFL fighter database contains information on over 25,000 professional and amateur combat sports fighters and over 18,000 fights. GFL combines proprietary technology with content production and acquisition to deliver diverse and compelling content to a global audience. GFL's content is distributed globally in all broadcast media through its proprietary distribution platform via cable/satellite, Internet, IPTV and mobile protocols. The GFL platform utilizes GFL's proprietary scalable online master control technology that enables viewers using a broad range of devices and formats to obtain large amounts of video and other content. GFL broadcasts an average of 450 live events annually (having broadcast 2,500 events since inception) to viewers in over 175 countries. GFL has produced 150 episodes of the GoFightLiveTM "real fights" series airing weekly on Comcast Sports Net, SNY and other networks globally.

* *Cagetix LLC "CageTix"* – founded in 2009 by Jay Schneider, a seasoned MMA event promoter, CageTix is the first group sales service to focus specifically on the MMA industry. CageTix is intended to be complementary to any existing ticket service used by a promotion such as Ticketmaster or box office sales. CageTix presently services the industry's top international mixed martial arts events including Legacy, RFA, Bellator MMA, King of the Cage, and Glory. Since its inception, CageTix has sold tickets for over 1200 MMA events and currently services 64 MMA promotions operating in 106 cities. In 2014, CageTix sold 15,883 tickets to 6,391 customers. Formerly the founder of Victory Fighting Championships, Jay Schneider is a member of the Nebraska Athletic Commission and was a senior columnist for Ultimate MMA magazine under the pen name 'Victory Jay' for over a decade. Jay Schneider will serve as our Vice President following the acquisition.

Acquisition of the Target Assets

In addition to the acquisition of the Target Companies, we are also acquiring the MMA video libraries of two prominent regional promotions. The fighter libraries consist of the following:

* *Ring of Combat, LLC "Ring of Combat"* – based in Brooklyn, New York, and founded by MMA icon and three-time World Kickboxing Champion Louis Neglia (34-2), Ring of Combat is currently ranked as the No. 4 regional promotion in the world by Sherdog.com, a website devoted to the sport of mixed martial arts that is owned indirectly by Evolve Media, LLC. According to Sherdog.com, its rankings are determined by several factors including (i) the size of the shows put on by the regional promotion, (ii) the quality of fighters affiliated with the promotion, (iii) the number of fighters that matriculate to the UFC and other premier promotions such as Bellator MMA, (iv) the success those fighters have once elevated to the UFC and such other premier promotions, and (v) whether the promotion has a television or other media arrangement in place.

At the completion of the offering made by this prospectus, we will acquire the exclusive rights to the Ring of Combat fighter library, which includes professional MMA, amateur, and kickboxing events and covers approximately 200 hours of video content. Ring of Combat has sent approximately 90 fighters to the UFC including UFC World Champions Matt Serra (11-7), Frankie Edgar (19-4), and Chris Weidman (13-0), whose fights are included in the Ring of Combat fighter library. We have also secured the media rights to all future Ring of Combat promotions.

* *Hoss Promotions, LLC "Hoss"* – an affiliate of CFFC, Hoss owns the intellectual property rights to approximately 30 MMA events promoted by CFFC. We have acquired the exclusive rights to the Hoss fighter library, which covers approximately 100 hours of video content.

Consideration to be Paid to Target Companies, Hoss and Louis Neglia

The aggregate consideration we will pay to acquire the businesses of the Target Companies and the MMA fighter libraries of Hoss and Louis Neglia will be approximately $7.8 million, consisting of cash in the amount of $1.6 million, and shares of our common stock with a market value of $6.2 million based on an offering price of $4.50 per share for the shares sold in this offering. With respect to each Target Company other than GFL, the purchase price will be adjusted upward in the event that, during the twelve-month period following the completion of the offering, such Target Company exceeds certain gross profit thresholds agreed upon by us and the Target Company. The upward adjustment to the purchase price will be a multiple of seven times the amount by which actual gross profit exceeds the agreed-upon gross profit threshold. Any increase in the purchase price will be paid following the filing of our quarterly report on Form 10-Q for the quarter immediately following the first full calendar year after the completion of this offering and will be paid in shares of our common stock valued at the lesser of (i) the initial public offering price at which shares are sold in this offering, or $4.50 and (ii) the average of the closing trading price for our stock over the 20 trading days prior to the date on which we file such Form 10-Q. The purchase price that will be paid for the business of each Target Company on average will consist of 21% cash and 79% shares of our common stock valued at the per share price of the shares sold in this offering, and with respect to GFL, 90% of the per share price of the shares sold in this offering.

We valued the business of each Target Company using a number of factors including historical and projected future profitability and expectations of the business of each Target Company under the Alliance brand. Factors we considered include, but are not limited to, current financial position, professional fighter rosters, customer and venue arrangements, media library and other intellectual property rights, prominence in the MMA industry, nature and extent, if any, of sponsorships, television and pay-per-view arrangements, and other relevant characteristics. During our assessment of each Target Company, we recognized that the majority of value resided in the ability of the promoters to establish credible customer and venue relationships, the breadth of each promotion's video library and related intellectual property rights and, in the case of CageTix, its proprietary ticketing software which we intend to leverage across our platform. While each promotion brings a unique value proposition on a stand-alone basis, we believe that on a combined basis significantly greater value can be realized, particularly in the areas of television and media sponsorship.

Structure of Acquisitions

Although each acquisition agreement contains slightly different terms, we will generally acquire the MMA video library and tangible assets of each of the Target Companies, but not their cash or debt. We will, however, acquire the working capital of each Target Company in an amount sufficient to conduct each Target Company's next scheduled promotional event. The acquisition of GFL is structured as a merger and we will acquire all of the outstanding capital stock of GFL in consideration for cash and shares of our common stock. We will license the trademarks of the Target Companies under perpetual, royalty-free licenses that may be terminated only in the event of a material uncured breach of the respective agreement by us.

Summary of the Terms of the Acquisition Agreements

Although the following summarizes the material terms of the acquisition agreements, it does not purport to be complete in all respects and is subject to, and qualified in its entirety by, the full text of the acquisition agreements, a copy of each of which is filed as an exhibit to the registration statement of which this prospectus forms a part. Additionally, the following summary discusses the acquisition agreements in general terms and does not identify the instances where one acquisition agreement may differ from another. Other than the amount of consideration to be received, all of the acquisition agreements are substantially similar.

Timing of Closing

We expect that the acquisitions will close concurrently with the completion of this offering. Unless we close all of the acquisitions, we will not close any of the acquisitions and we will not complete this offering.

Representations and Warranties

Alliance and each Target Company each make representations to the other in the respective acquisition agreements covering, among other things, its authority and approval to enter into the agreement; non-contravention with other agreements and applicable law; and the accuracy and completeness of its financial statements. In addition, the Target Companies and their equityholders made representations to Alliance, including, among others, representations concerning due organization; title to assets; equipment and other purchased assets; intellectual property; litigation; consents; absence of any brokers; undisclosed liabilities; assumed contracts; tax matters; scope of rights to the purchased assets; compliance with laws; financial statements; absence of any material changes from the date of the financial statements; employees and employment benefit plans; labor relations; sponsors, vendors and suppliers; conflicts of interest; fighters under contract; inventories; accounts receivable; insurance; liabilities; sufficiency of assets; and certain other representations made by each Target Company's equityholders regarding the transaction.

These representations and warranties were made as of the date of the acquisition agreement or, in some cases, as of a date specified in the representation, and may be qualified by reference to knowledge, materiality or schedules to the acquisition agreement disclosing exceptions to the representations and warranties. The matters covered by the representations and warranties reflect the results of arms' length negotiations between the parties regarding their contractual rights. Based upon our due diligence investigation of the Target Companies and review of the schedules to the acquisition agreements, we do not believe there are any material exceptions to the Target Company's representation and warranties.

Indemnification

Each Target Company and certain of their equityholders have agreed to indemnify and hold us harmless from a breach by them of their representations and warranties or covenants contained in the acquisition agreement to which they are a party. Losses for a breach of a representation and warranty generally may be indemnified if asserted prior to two years from the closing date, except that breaches of certain fundamental representations, such as the Target Companies' title to their assets may be asserted at any time, and breaches of tax, ERISA, financial statements, and litigation may be asserted at any time prior to the expiration of the applicable statute of limitations.

Executive Employment Agreement and Non-Competition and Non-Solicitation Agreements

In connection with the acquisitions of the Target Companies, each of the principal equityholders of the Target Companies will enter into an executive employment agreement with us where such individuals will serve as our regional vice presidents and, in the case of CFFC's Rob Haydak, will serve as our President. Each executive employment agreement is for a three-year term, and provides for guaranteed base compensation and discretionary bonuses. We may terminate an executive employment agreement for cause, which includes gross negligence or willful misconduct, or without cause. Where the executive elects to terminate the agreement, where he or she is terminated by us for cause, or in the event of his or her death or disability, we will provide salary and benefits under the terms of the agreement up to the date of termination. In circumstances where we elect to terminate an executive's employment agreement without cause we will continue to pay his or her salary through the end of the term of the applicable agreement in accordance with our customary payroll practices.

In addition to executive employment agreements, each regional vice president and our President will enter into a non-competition and non-solicitation agreement that contains restrictions prohibiting such person from soliciting our employees or conducting a competitive business in the MMA industry for a period ranging from one to three years after the termination of such executive's employment with us for any reason. With respect to the non-competition and non-solicitation agreement we entered into with COGA's Joe DeRobbio, the non-competition and non-solicitation prohibitions continue for a period of two years after termination of employment other than where we terminate Mr. DeRobbio without cause. With respect to the non-competition and non-solicitation agreement we entered into with Shogun's John Rallo, the non-competition and non-solicitation prohibitions are for a period of one year after termination of employment with cause.

Trademark License Agreement

At the closing of the acquisition of the Target Companies, we will enter into a trademark license agreement with each Target Company, other than CageTix whose trademark rights we will purchase, pursuant to which we will license the trademarks used by the Target Company in connection with the MMA promotion business we are acquiring. Each agreement will provide that the trademarks are licensed on an exclusive, perpetual, fully-paid, royalty-free basis and may be terminated by the licensor only in the event of our material uncured breach or under circumstances where we terminate the regional vice president tasked with overseeing the relevant promotion without cause.

Closing Conditions

The respective obligations of Alliance, the Target Companies and each of its equity holders to complete a particular acquisition are subject to the satisfaction of certain conditions, including, among others:

- the material accuracy as of closing of the respective representations and warranties made by Alliance and the Target Company and each of its equityholders in the acquisition agreement;
- material compliance with or performance of the respective covenants and agreements of each of Alliance and the Target Company and each of its equityholders to be complied with or performed on or prior to closing; and
- the completion of the offering contemplated by this prospectus.

In addition, our obligation to complete a particular acquisition is subject to the satisfaction of other conditions including:

- receipt by the Target Company of third-party consents;
- execution and delivery of all related agreements including the trademark license agreement and executive employment agreements;
- no material adverse change in the business or operations of the Target Company;
- the closing of each other acquisition contemporaneously with the closing of that acquisition; and
- no action or proceeding by or before any government authority shall have been instituted or threatened to restrain or prohibit the consummation of the acquisition.

Termination of the Acquisition Agreements

Each agreement relating to an acquisition may be terminated, under certain circumstances, prior to the closing of this offering, including:

- by the mutual consent of Alliance and the Target Company;
- by either Alliance or the Target Company if this offering and the acquisition of the Target Company is not closed by September 30, 2016; or
- by either Alliance or the Target Company if a material breach or default under the acquisition agreement by the other party occurs and is not cured within the applicable cure period.

No acquisition agreement provides for a termination fee for the benefit of any party thereto if such acquisition agreement is terminated by any party thereto. No assurance can be given that the conditions to the closing of all of the acquisitions will be satisfied or waived. Unless we close all of the acquisitions, we will not close any of the acquisitions and will not complete this offering.

Government Regulation

Our MMA events will be regulated at the state level by the boxing commission in each state where our promotions are conducted. The boxing commissions are primarily concerned with the introduction and enforcement of safety rules and oversee MMA in much the same way as they do boxing.

Intellectual Property

We protect our intellectual property rights by relying on federal, state and common law rights, as well as contractual restrictions. We control access to our proprietary technology by entering into confidentiality agreements, invention assignment agreements and work for hire agreements with our employees and contractors, and confidentiality agreements with third parties. We further control the use of our proprietary technology and intellectual property through provisions in our websites' terms of use.

As of December 31, 2015 and June 30, 2016, we have an application pending with the United States Patent and Trademark Office (USPTO) to register the Alliance MMA name and also maintain a catalog of copyrighted works, including copyrights to television programming and photographs. We received an initial office action from the USPTO contesting our application to register the Alliance MMA name on the basis that the name appears descriptive. We are contesting this initial office action and believe we will ultimately prevail in securing a registration, but there can be no assurance we will. We also own a number of domain names including, alliancemma.com, gfl.tv and the domain names of each of the Target Company promotions.

Circumstances outside our control could pose a threat to our intellectual property rights. For example, effective intellectual property protection may not be available in the United States or other countries in which we seek protection of our marks or our copyrighted works. Also, the efforts we have taken to protect our proprietary rights may not be sufficient or effective. Any significant impairment of our intellectual property rights may harm our business or our ability to compete.

Seasonality

The Target Companies have historically experienced a negative seasonal impact on revenues during the months of July and August due to reduced attendance at scheduled events. In order to avoid unprofitable financial results, the Target Companies generally elect to forgo scheduling events during this period.

Employees

As of December 31, 2015 and June 30, 2016 , we had no employees. As of December 31, 2015 and June 30, 2016, on a pro forma basis assuming the acquisition of the Target Companies and the employment of our Chief Executive Officer and Chief Financial Officer, we would have had approximately 10 employees, all of whom are located in the U.S.

Facilities

We do not own any real property. Our principal executive and administrative offices are temporarily located at an office complex in New York, New York, which includes approximately twenty thousand square feet of shared office space and services that we are leasing. The lease has a one-year term that commenced on December 1, 2015, and allows for the limited use of private offices, conference rooms, mail handling, videoconferencing, and certain other business services. There is a single Target Company lease that we will assume at the closing of the offering made by this prospectus. This lease is renewable monthly at market rates and will be terminable by us on 30 days' notice. We do not believe that this lease is material to our prospective business. Each of the other Target Company promotions are operated from home offices or shared office space arrangements which will continue after the completion of this offering on the same terms.

Legal Proceedings

We are not a party to any material pending legal proceedings. We may, from time to time, become a party to litigation and subject to claims incident to the ordinary course of our business. As our growth continues, the number of litigation matters and claims to which we may become a party may also increase. The outcome of litigation and claims cannot be predicted with certainty and the resolution of these matters could materially affect our future results of operations, cash flows or financial position.

MANAGEMENT
Executive Officers and Directors

The following table sets forth information regarding our directors and executive officers after giving effect to the consummation of the offering made by this prospectus.

Name	Age	Position(s)
Paul K. Danner, III	58	Chairman of the Board and Chief Executive Officer
Robert J. Haydak, Jr.	45	President
John Price	46	Chief Financial Officer
Joseph Gamberale	50	Director
Renzo Gracie*	48	Director
Mark D. Shefts*	58	Director
Joel D. Tracy*	55	Director
Burt A. Watson*	67	Director

* Will serve as a director contingent and effective upon the completion of this offering.

Paul K. Danner, III.

Mr. Danner, 58, is our Chairman of the Board and Chief Executive Officer. Prior to joining us in 2016, Mr. Danner served as the Managing Director of Destiny Partners Worldwide, a global organizational management and business operations consultancy, from 2006 to 2016. From 2008 to 2010, Mr. Danner was also the Chief Executive Officer of China Crescent Enterprises, a publicly traded information technologies company headquartered in Shanghai, China. Previously, he served as Chairman and Chief Executive Officer of Paragon Financial Corporation, a publicly traded financial services firm listed on Nasdaq, from 2002 to 2006. From January 1998 to 2001, Mr. Danner was employed in various roles at MyTurn.com, Inc., a Nasdaq listed company, including as Chief Executive Officer. From 1996 to 1997, Mr. Danner was the Managing Partner of Technology Ventures, a consulting firm. From 1985 to 1996 he held executive-level and sales & marketing positions with a number of technology companies including NEC Technologies and Control Data Corporation. Mr. Danner served as a Naval Aviator flying the F-14 Tomcat, and subsequently as an Aerospace Engineering Duty Officer supporting the Naval Air Systems Command, for eight years on active duty plus 22 years with the reserve component of the United States Navy. Mr. Danner retired from the Navy in 2009 with the rank of Captain. Mr. Danner holds a BS in Business Finance from Colorado State University and an MBA from Old Dominion University and has completed curricula at the Naval War College, Defense Acquisition University and the National Defense University.

The Board of Directors believes that Mr. Danner is qualified to serve as a director because of his management and leadership experience, particularly in growth stage and roll-up companies, the perspective he brings as our Chief Executive Officer, and his experience as an officer and director of several private and public companies.

Robert J. Haydak, Jr.

Mr. Haydak, 45, will serve as our President contingent and effective upon the consummation of this offering. Prior to joining us in 2016, Mr. Haydak was the Chief Executive Officer of Cage Fury Fighting championships, a leading MMA promotion serving the Atlantic City, New Jersey and Pennsylvania markets from 2011. Prior to CFFC, Mr. Haydak served as Chief Executive Officer of Global Distribution Group, Inc., a privately held logistics and consulting firm serving domestic retailers seeking sales and distribution assistance in overseas markets which he co-founded in 2007. From 1997 through 2006 served as founder and President of RJH Express, Inc., a privately held residential home delivery company serving major retailers in the Northeast. A former NCAA Division 1 wrestler, Mr. Haydak holds a BS in Business Administration from Flagler College.

John Price

Mr. Price, 46, is our Chief Financial Officer. Prior to joining us in 2016, Mr. Price was Chief Financial Officer of MusclePharm Corporation, a publicly traded nutritional supplement company. Prior to joining MusclePharm in 2013, Mr. Price served as vice president of finance—North America at Opera Software, a Norwegian public company focused on digital advertising. From 2011 to 2013, he served as vice president of finance and corporate controller GCT Semiconductor. From 2004 to 2011, Mr. Price served in various roles at Tessera Technologies including VP of Finance & Corporate Controller when Mr. Price left the company. During his tenure at Tessera Technologies, Mr. Price developed the world-wide finance and accounting organization, integrated multiple domestic and international acquisitions, implemented accounting systems, and managed corporate compliance and SEC reporting. Prior to Tessera Technologies, Mr. Price served various roles at Ernst &Young LLP. Mr. Price served nearly three years in the San Jose, California office and nearly five years in the Pittsburgh, Pennsylvania office. Mr. Price has been a certified public accountant (currently inactive) since 2000 and attended Pennsylvania State University, where he earned a Bachelor’s of Science Degree in Accounting.

Joseph Gamberale

Mr. Gamberale, 50, has served a director since our formation in February, 2015. Mr. Gamberale serves as the chairman of our compensation committee and a member of our audit and nominating committees. Prior to founding Alliance, Mr. Gamberale was the founder and managing member of Ivy Equity Investors, LLC, a New York-based private investment firm launched in 2014. From 2011 to 2014, Mr. Gamberale was a private investor. In 2001, Mr. Gamberale co-founded Centurion Capital Hedge Fund, a multi-strategy investment firm which he actively managed until his retirement in 2011. From 1996 through 2001, Mr. Gamberale oversaw the Athletes and Entertainers Private Client Group at Merrill Lynch where he advised clients on a wide spectrum of securities and industries, particularly involving roll-up transactions in fragmented businesses. From 1991 to 1996, Mr. Gamberale was a financial advisor at Solomon Smith Barney. Mr. Gamberale is a member of the Central Park Conservatory, Columbus Citizens Foundation, Grand Havana Room and politically active in supporting numerous charitable organizations. Mr. Gamberale is a graduate of Rutgers University.

The Board of Directors believes that Mr. Gamberale is qualified to serve as a director because of his extensive experience as an executive in the financial services industry, particularly as such experience relates to roll-up transactions.

Renzo Gracie

Mr. Gracie, 48, will serve as a director contingent and effective upon the completion of this offering. One of the true martial arts legends, Renzo Gracie is a Jiu-Jitsu black belt from the famous Gracie family. Born in Rio de Janeiro, Brazil, Mr. Gracie is the grandson of Gracie Jiu Jitsu founder Carlos Gracie and son of 9th Dan BJJ black belt Robson Gracie, brother to Ralph and Ryan Gracie. Like most men in the Gracie family, Renzo started training Jiu Jitsu as an infant. He had formal instruction from many of the Gracie patriarchs, but two of his biggest influences were the legendary Rolls Gracie and Carlos Gracie Jr. (the man who later awarded him his black belt). Mr. Gracie has won numerous competitions, the most prestigious being the Abu Dhabi Combat Club (ADCC), in which he is a two-time champion. Mr. Gracie's name is also synonymous with Vale-Tudo, the famous "no holds barred" style of fighting in Brazil that is credited with originating modern MMA. Mr. Gracie has fought all over the world for organizations such as Pride FC and the UFC. Mr. Gracie pioneered Brazilian Jiu-Jitsu in America in the 1990's when he founded Renzo Gracie Academy in New York City, one of the cornerstones of Brazilian Jiu-Jitsu in America. Mr. Gracie is recognized as one of the sports best teachers and mentors. With his signature combination of charisma and intelligence, Mr. Gracie has guided students such as Matt Serra a former UFC Champion, Roger Gracie a ten-times Jiu Jitsu world champion, John Danaher the Jiu-Jitsu Coach to UFC Champions Georges St-Pierre and Chris Weidman, Shawn Williams, and Ricardo Almeida to black belt.

The Board of Directors believe that Mr. Gracie is qualified to serve as a director because of his substantial experience in the MMA industry.

Mark D. Shefts

Mr. Shefts, 58, will serve as a director and chairman of our audit committee and a member of our compensation committee contingent and effective upon the consummation of this offering. Since 2004, Mr. Shefts has served as the Chief Executive Officer of The Rushcap Group, Inc., a privately held investment and consulting firm. Since 2005, Mr. Shefts has served as a Trustee of The Onyx & Breezy Foundation, a non-profit organization. Previously, Mr. Shefts was the Director, President and co-owner of All-Tech Investment Group Inc., from 1987 to 2001, and Domestic Securities, Inc., from 1993 to 2011, each an SEC-registered broker dealer. Mr. Shefts has previously owned seats on both the New York Stock Exchange and the Chicago Stock Exchange. Mr. Shefts has been an arbitrator for the American Arbitration Association and FINRA Dispute Resolution, Inc. with an area of specialization in the field of financial services. Mr. Shefts holds FINRA Series 7, 24 and 63 licenses and a Series 27 qualification as a Financial and Operations Principal. Mr. Shefts is also certified as Financial Services Auditor and a Certified Fraud Examiner. Mr. Shefts has been a Director, EVP & Chief Financial officer of Arbor Entech Corp. and Solar Products Sun-Tank, Inc., each a publicly traded companies. Mr. Shefts holds a BS in accounting from Brooklyn College of The City University of New York.

The Board of Directors believe that Mr. Shefts is qualified to serve as a director because of his substantial experience as an executive in the financial services industry and his experience as an officer and director of several private and public companies.

Joel D. Tracy

Mr. Tracy, 55, will serve as a director and a member of our audit and nominating committees contingent and effective upon the consummation of this offering. Mr. Tracy has been self-employed as a Certified Public Accountant since 1989, specializing in tax and estate planning for high net worth individuals. From 2004 to 2016, Mr. Tracy was the managing member of ABT Realty, LLC, a privately held real estate company. From 2008 to 2016, Mr. Tracy was the managing member of Vista Bridge Associates, LLC, a privately held company lending money for personal injury settlements. Previously, from 1980 to 2000, Mr. Tracy was the President of Auto-Rite Supply Company, Inc., a family owned auto parts store chain. He has been involved in various local and community organizations including the American Institute of Certified Public Accountants and Optimists International, a not-for-profit organization for children. Mr. Tracy holds a Bachelor of Science in Commerce from Rider College, Lawrenceville, New Jersey.

The Board of Directors believe that Mr. Tracy is qualified to serve as a director because of his substantial experience as an accountant and financial services professional and his experience as an officer and director of several private and public companies.

Burt A. Watson

Mr. Watson, 67, will serve as a director contingent and effective upon the consummation of this offering. Mr. Watson began his decades long career in boxing and MMA as business manager to the legendary “Smokin” Joe Frazier where he handled all aspects of administrative support from contract negotiations and personal appearances to television interviews and public relations. As one of the industry’s most sought after event coordinators, Mr. Watson has worked with boxing greats Muhammad Ali, Larry Holmes, George Foreman, Ken Norton, Mike Tyson and Oscar De La Hoya. As an independent site coordinator Mr. Watson has assisted some of boxing’s most notable promoters, including Don King, Lou Duva, Frank Warren Sports of London, and Univision. In 2001, Mr. Watson began his career in MMA when UFC President Dana White recruited Mr. Watson to the UFC. During his tenure at the UFC from 2001 until 2015, Mr. Watson served as event and athlete relations coordinator. With extensive television relations, Mr. Watson has organized championship fights and boxing events on such networks as ESPN, Showtime, HBO, CBS and ABC.

The Board of Directors believes that Mr. Watson is qualified to serve as a director because of his substantial experience and perspective in the MMA industry.

Board Composition

Upon completion of this offering, our Board of Directors will consist of six directors. Each director will serve in office until our 2017 annual meeting of stockholders or until their successors have been duly elected and qualified, or until the earlier of their respective deaths, resignations, or retirements. All of our directors are elected on an annual basis for a one-year term.

Our certificate of incorporation provides that that the number of authorized directors will be determined in accordance with our bylaws. Our bylaws provide that the number of authorized directors shall be determined from time to time by a resolution of the Board of Directors and any vacancies in our board and newly created directorships may be filled only by our Board of Directors.

Director Independence

The rules of the Nasdaq Stock Market, or the Nasdaq Rules, require a majority of a listed company's board of directors to be composed of independent directors within one year of listing. In addition, the Nasdaq Rules require that, subject to specified exceptions, each member of a listed company's audit, compensation and nominating and governance committees be independent. Under the Nasdaq Rules, a director will qualify as an independent director only if, in the opinion of our Board of Directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. The Nasdaq Rules also require that audit committee members satisfy independence criteria set forth in Rule 10A-3 under the Securities Exchange Act of 1934, as amended. In order to be considered independent for purposes of Rule 10A-3, a member of an audit committee of a listed company may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee, accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries or otherwise be an affiliated person of the listed company or any of its subsidiaries. In considering the independence of compensation committee members, the Nasdaq Rules require that our Board of Directors must consider additional factors relevant to the duties of a compensation committee member, including the source of any compensation we pay to the director and any affiliations with the company.

Our Board of Directors undertook a review of the composition of our Board of Directors and its committees and the independence of each director. Based upon information requested from and provided by each director concerning his background, employment and affiliations, including family relationships, our Board of Directors has determined that each of our directors other than Mr. Danner is independent as defined under the Nasdaq Rules.

Committees of the Board of Directors

Our Board of Directors has established an audit committee, a compensation committee and a nominating and governance committee. Each of these committees will operate under a charter that will be approved by our Board of Directors prior to this offering.

Audit Committee. Our audit committee consists of three independent directors. The members of the audit committee are Mr. Shefts, who will chair the committee, Mr. Tracy and Mr. Gamberale. The audit committee consists exclusively of directors who are financially literate. In addition, Mr. Shefts will be considered an "audit committee financial expert" as defined by the SEC's rules and regulations.

The audit committee responsibilities include:

- overseeing the compensation and work of and performance by our independent auditor and any other registered public accounting firm performing audit, review or attestation services for us;
- engaging, retaining and terminating our independent auditor and determining the terms thereof;
- assessing the qualifications, performance and independence of the independent auditor;
- evaluating whether the provision of permitted non-audit services is compatible with maintaining the auditor's independence;
- reviewing and discussing the audit results, including any comments and recommendations of the independent auditor and the responses of management to such recommendations;
- reviewing and discussing the annual and quarterly financial statements with management and the independent auditor;
- producing a committee report for inclusion in applicable SEC filings;

- reviewing the adequacy and effectiveness of internal controls and procedures;

- establishing procedures regarding the receipt, retention and treatment of complaints received regarding the accounting, internal accounting controls, or auditing matters and conducting or authorizing investigations into any matters within the scope of the responsibility of the audit committee; and

- reviewing transactions with related persons for potential conflict of interest situations.

Compensation Committee. Our compensation committee consists of two independent directors. The members of the Compensation Committee are Mr. Gamberale, who will chair the committee, and Mr. Shefts. The committee has primary responsibility for:

- reviewing and recommending all elements and amounts of compensation for each executive officer, including any performance goals applicable to those executive officers;

- reviewing and recommending for approval the adoption, any amendment and termination of all cash and equity-based incentive compensation plans;

- once required by applicable law, causing to be prepared a committee report for inclusion in applicable SEC filings;

- approving any employment agreements, severance agreements or change of control agreements that are entered into with the CEO and certain executive officers; and

- reviewing and recommending the level and form of non-employee director compensation and benefits.

Nominating and Governance Committee. The Nominating and Governance Committee consists of three independent directors. The members of the Nominating and Governance Committee are Mr. Gamberale, who will chair the committee, Mr. Tracy and Mr. Watson. The Nominating and Governance Committee's responsibilities include:

- recommending persons for election as directors by the stockholders;

- recommending persons for appointment as directors to the extent necessary to fill any vacancies or newly created directorships;

- reviewing annually the skills and characteristics required of directors and each incumbent director's continued service on the board;

- reviewing any stockholder proposals and nominations for directors;

- advising the Board of Directors on the appropriate structure and operations of the board and its committees;

- reviewing and recommending standing board committee assignments;

- developing and recommending to the board Corporate Governance Guidelines, a Code of Business Conduct and Ethics and other corporate governance policies and programs and reviewing such guidelines, code and any other policies and programs at least annually;

- making recommendations to the board as to determinations of director independence; and

- making recommendations to the board regarding corporate governance based upon developments, trends, and best practices.

The Nominating and Governance Committee will consider stockholder recommendations for candidates for the Board of Directors.

Our bylaws provide that, in order for a stockholder's nomination of a candidate for the board to be properly brought before an annual meeting of the stockholders, the stockholder's nomination must be delivered to the Secretary of the company no later than 120 days prior to the one-year anniversary date of the prior year's annual meeting.

Code of Business Conduct and Ethics

Prior to the effectiveness of the registration statement of which this prospectus forms a part, we will adopt a written code of business conduct and ethics that applies to our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. Following this offering, a copy of the code will be made available on the Corporate Governance section of our website, which is located at www. alliancemma.com. If we make any substantive amendments to, or grant any waivers from, the code of business conduct and ethics for any officer or director, we will disclose the nature of such amendment or waiver on our website or in a current report on Form 8-K filed with the SEC.

Compensation Committee Interlocks and Insider Participation

None of the members of the compensation committee is or has at any time during the past fiscal year been an officer or employee of the company. None of our executive officers serve or in the past fiscal year has served as a member of the board of directors or compensation committee of any other entity that has one or more executive officers serving as a member of our Board of Directors or compensation committee.

Director Compensation

Historically, we have not paid our directors. In contemplation of this offering, (i) Messrs. Tracy and Watson were each issued 16,667 shares of our common stock valued at $75,000 based upon the offering price of the shares sold in this offering, (ii) Mr. Shefts was issued 38,889 shares of our common stock valued at $175,000 based upon the offering price of the shares sold in this offering, and (iii) Mr. Gracie was issued 66,667 shares of our common stock valued at $300,000 based upon the offering price of the shares sold in this offering together with a cash payment of $100,000, in each case solely as compensation for board or board committee service. We intend to reimburse our non-employee directors for expenses incurred by them associated with attending meetings of our Board of Directors and committees of our Board of Directors. We may also provide stock, option or other equity-based incentives to our directors for their service. We did not compensate our directors for service as directors prior to the offering made by this prospectus.

Limitation on Liability and Other Indemnification Matters

Section 102 of the Delaware General Corporation Law, as amended ("DGCL") allows a corporation to eliminate or limit the personal liability of directors to a corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase or redemption in violation of Delaware corporate law or engaged in a transaction from which the director obtained an improper personal benefit. In accordance with Delaware law, our certificate of incorporation provides that no director shall be personally liable to us or any of our stockholders for monetary damages for breach of fiduciary duty as a director, except for the foregoing exceptions set forth in Section 102 of the DGCL.

Section 145 of the DGCL provides, among other things, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the corporation's request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding. The power to indemnify applies if (i) such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful or, (ii) to the extent that such person is a present or former director or officer of a corporation, such person is successful on the merits or otherwise in defense of any action, suit or proceeding. The power to indemnify applies to actions brought by or in the right of the corporation as well, but only to the extent of defense expenses (including attorneys' fees but excluding amounts paid in settlement) actually and reasonably incurred and not to any satisfaction of judgment or settlement of the claim itself, and with the further limitation that in such actions no indemnification shall be made in the event such person is adjusted to be liable to the corporation, unless a court determines that in light of all the circumstances indemnification should apply.

Section 174 of the DGCL provides, among other things, that a director who willfully and negligently approves an unlawful payment of dividends or an unlawful stock purchase or redemption may be held liable for such actions to the full amount of the dividend unlawfully paid or the purchase or redemption of the corporation's stock, with interest from the time such liability accrued. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions to be entered on the books containing the minutes of the meetings of the Board of Directors at the time the action occurred or immediately after the absent director receives notice of the unlawful acts.

Our bylaws provide that we will indemnify, to the fullest extent permitted by the DGCL, any person made or threatened to be made a party to any action by reason of the fact that the person is or was our director or officer, or serves or served as a director or officer of any other enterprise at our request. Expenses incurred by a director or officer in defending against such legal proceedings are payable before the final disposition of the action, provided that the director or officer undertakes to repay us if it is later determined that he or she is not entitled to indemnification.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

We do not maintain policies of insurance under which coverage is provided (a) to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act, and (b) to us with respect to payments which we may make to such officers and directors pursuant to the above indemnification provision or otherwise as a matter of law for a privately held company. We anticipate modifying our coverage to address public company specific exposures in connection with the completion of this offering.

Compensation of Executive Officers

Alliance was formed in February 2015. From our inception to the completion of the offering made by this prospectus, Messrs. Danner, Price and our former chief financial officer, Mr. Frank Gallagi have been our only officers and Messrs. Danner and Gamberale our only directors. Prior to the offering made by this prospectus, no officer or director received any compensation for his services to us.

We have entered into executive employment agreements with Messrs. Danner and Price pursuant to which they will serve as our chief executive officer and chief financial officer, respectively. Mr. Danner's agreement provides for a cash salary of $175,000 per year. Mr. Price's agreement provides for a cash salary of $175,000 per year plus a discretionary cash bonus paid quarterly during his first year of employment with a guaranteed minimum of $100,000. We have entered into an executive employment agreement with Mr. Haydak pursuant to which he will serve as our president effective upon the closing of the offering made by this prospectus. Mr. Haydak's agreement provides for a cash salary of $170,000 per year.

Equity Awards

We had no equity awards outstanding as of December 31, 2015. On August 10, 2016, we granted Mr. Price options to acquire 200,000 shares of our common stock at $4.50 per share, the per share price of the common stock sold to investors in this offering.

Employee Benefit Plans

2016 Equity Incentive Plan

In connection with this offering, our Board of Directors adopted the Alliance MMA 2016 Equity Incentive Plan (the "2016 Plan") pursuant to which, subject to approval of the 2016 Plan by our stockholders, the Company may grant shares of the Company's common stock to the Company's directors, officers, employees or consultants. The 2016 Plan has been designed to provide the Board of Directors with an integral resource as it evaluates the Company's compensation structure, performance incentive programs, and long-term equity targets for executives and key employees. Set forth below is a summary of the 2016 Plan; this summary is qualified in its entirety by reference to the full text of the 2016 Plan.

Administration

The Board intends to appoint and maintain as administrator of the 2016 Plan a Committee (the "Committee") consisting of two or more directors who are (i) "Independent Directors" (as such term is defined under the rules of the Nasdaq Stock Market), (ii) "Non-Employee Directors" (as such term is defined in Rule 16b-3 under the Securities Exchange Act of 1934, as amended) and (iii) "Outside Directors" (as such term is defined in Section 162(m) of the United States Internal Revenue Code of 1986, as amended (the "Code")). The Committee, subject to the terms of the 2016 Plan, shall have full power and authority to designate recipients of options ("Options") and restricted stock ("Restricted Stock"), to determine the terms and conditions of the respective Option and Restricted Stock agreements (which need not be identical) and to interpret the provisions and supervise the administration of the 2016 Plan. The Committee shall have the authority, without limitation, to designate which Options granted under the Plan shall be Incentive Options and which shall be Nonqualified Options. In the absence of a Committee, the Plan shall be administered by the Board of Directors of the Company.

Eligibility

Generally, the persons who are eligible to receive grants are directors, officers and employees of, and consultants and advisors to, the Company or any subsidiary; provided that Incentive Options may only be granted to employees of the Company and any subsidiary.

Stock Subject to the 2016 Plan

Stock subject to grants may be authorized, but unissued, or reacquired common stock. Subject to adjustment as provided in the 2016 Plan, (i) the maximum aggregate number of shares of common stock that may be issued under the 2016 Plan is 825,000. The shares of common stock subject to the 2016 Plan shall consist of unissued shares, treasury shares or previously issued shares held by any subsidiary of the Company, and such number of shares of common stock shall be reserved for such purpose. Any of such shares of common stock that may remain unissued and that are not subject to outstanding Options at the termination of the 2016 Plan shall cease to be reserved for the purposes of the 2016 Plan, but until termination of the 2016 Plan the Company shall at all times reserve a sufficient number of shares of common stock to meet the requirements of the 2016 Plan.

Terms and Conditions of Options

Options awarded under the 2016 Plan shall be designated in the Award Agreement as either an Incentive Stock Option or a Nonqualified Stock Option. The purchase price of each share of common stock purchasable under an Incentive Option shall be determined by the Committee at the time of grant, but shall not be less than 100% of the Fair Market Value (as defined in the 2016 Plan) of such share of common stock on the date the Option is granted; provided, however, that with respect to an Optionee who, at the time such Incentive Option is granted, owns more than 10% of the total combined voting power of all classes of stock of the Company or of any subsidiary, the purchase price per share of common stock shall be at least 110% of the Fair Market Value per share of common stock on the date of grant. The purchase price of each share of common stock purchasable under a Nonqualified Option shall not be less than 100% of the Fair Market Value of such share of common stock on the date the Option is granted.

The term of each Option shall be fixed by the Committee, but no Option shall be exercisable more than ten years after the date on which such Option is granted or, in the case of an Incentive Option granted to an Optionee who, at the time such Incentive Option is granted, owns (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or of any Subsidiary, no such Incentive Option shall be exercisable more than five years after the date on which such Incentive Option is granted.

Terms and Conditions of Restricted Stock

Restricted Stock may be granted to eligible participants at any time as shall be determined by Committee, in its sole discretion. Subject to the 2016 Plan, the Committee shall have complete discretion to determine (i) the number of shares subject to a Restricted Stock award granted to any participant, and (ii) the conditions that must be satisfied for the grant, vesting or issuance of Restricted Stock, which typically will be based principally or solely on continued provision of services but may include a performance-based component.

The Committee, subject to the provisions of the 2016 Plan, shall have complete discretion to determine the terms and conditions of Restricted Stock granted under the 2016 Plan; provided that Restricted Stock may be issued only in the form of shares. Restricted Stock grants shall be subject to the terms, conditions, and restrictions determined by the Committee at the time the stock or the restricted stock unit is awarded. Any certificates representing the shares of Restricted Stock awarded shall bear such legends as shall be determined by the Committee.

Transferability of Awards

Awards may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the participant, only by the participant, without the prior written consent of the Committee. If the Committee makes an Award transferable, such Award shall contain such additional terms and conditions as the Committee deems appropriate.

Merger or Change in Control

In the event of a Change in Control (as defined in the 2016 Plan), the Committee may accelerate the vesting and exercisability of outstanding Options, in whole or in part, as determined by the Committee in its sole discretion. In its sole discretion, the Committee may also determine that, upon the occurrence of a Change in Control, each outstanding Option shall terminate within a specified number of days after notice to the Optionee thereunder, and each such Optionee shall receive, with respect to each share of the Company’s common stock subject to such Option, an amount equal to the excess of the Fair Market Value of such shares immediately prior to such Change in Control over the exercise price per share of such Option; such amount shall be payable in cash, in one or more kinds of property (including the property, if any, payable in the transaction) or a combination thereof, as the Committee shall determine in its sole discretion.

In the event of any merger, reorganization, consolidation, recapitalization, stock dividend, or other change in corporate structure affecting the Company's common stock, the Committee shall make an appropriate and equitable adjustment in the number and kind of shares reserved for issuance under the 2016 Plan and in the number and option price of shares subject to outstanding Options granted under the 2016 Plan, to the end that after such event each Optionee's proportionate interest shall be maintained (to the extent possible) as immediately before the occurrence of such event. The Committee shall, to the extent feasible, make such other adjustments as may be required under the tax laws so that any Incentive Options previously granted shall not be deemed modified within the meaning of Section 424(h) of the Code. Appropriate adjustments shall also be made in the case of outstanding Restricted Stock granted under the Plan.

Federal Income Tax Consequences

The following is a brief summary of the federal income tax consequences as of the date hereof with respect to awards under the 2016 Plan for participants who are both citizens and residents of the United States. This description of the federal income tax consequences is based upon law and Treasury interpretations in effect on the date of this information statement (including proposed and temporary regulations which may be changed when finalized), and it should be understood that this summary is not exhaustive, that the law may change and further that special rules may apply with respect to situations not specifically discussed herein, including federal employment taxes, foreign, state and local taxes and estate or inheritance taxes. Accordingly, participants are urged to consult with their own qualified tax advisors.

Non-Qualified Options

No taxable income will be realized by the participant upon the grant of a non-qualified option. On exercise, the excess of the fair market value of the stock at the time of exercise over the option price of such stock will be compensation and (i) will be taxable at ordinary income tax rates in the year of exercise, (ii) will be subject to withholding for federal income tax purposes and (iii) generally will be an allowable income tax deduction to us. The participant's tax basis for stock acquired upon exercise of a non-qualified option will be equal to the option price paid for the stock, plus any amounts included in income as compensation. If the participant pays the exercise price of an option in whole or in part with previously-owned shares of common stock, the participant's tax basis and holding period for the newly-acquired shares is determined as follows: As to a number of newly-acquired shares equal to the number of previously-owned shares used by the participant to pay the exercise price, no gain or loss will be recognized by the participant on the date of exercise and the participant's tax basis and holding period for the previously-owned shares will carry over to the newly-acquired shares on a share-for-share basis, thereby deferring any gain inherent in the previously-owned shares. As to each remaining newly acquired share, the participant's tax basis will equal the fair market value of the share on the date of exercise and the participant's holding period will begin on the day after the exercise date. The participant's compensation income and our deduction will not be affected by whether the exercise price is paid in cash or in shares of common stock. Special rules, discussed below under "Incentive Stock Options - Disposition of Incentive Option Shares," will apply if a participant surrenders previously-owned shares acquired upon the exercise of an incentive option that have not satisfied certain holding period requirements in payment of any or all of the exercise price of a non-qualified option.

Disposition of Option Shares

When a sale of the acquired shares occurs, a participant will recognize capital gain or loss equal to the difference between the sales proceeds and the tax basis of the shares. Such gain or loss will be treated as capital gain or loss if the shares are capital assets. The capital gain or loss will be long-term capital gain or loss treatment if the shares have been held for more than twelve months. There will be no tax consequences to us in connection with a sale of shares acquired under an option.

Incentive Stock Options

The grant of an Incentive Stock Option will not result in any federal income tax to a participant. Upon the exercise of an incentive option, a participant normally will not recognize any income for federal income tax purposes. However, the excess of the fair market value of the shares transferred upon the exercise over the exercise price of such shares (the "spread") generally will constitute an adjustment to income for purposes of calculating the alternative minimum tax of the participant for the year in which the option is exercised. As a result of the exercise a participant's federal income tax liability may be increased. If the holder of an incentive stock option pays the exercise price, in full or in part, with shares of previously acquired common stock, the exchange should not affect the incentive stock option tax treatment of the exercise. No gain or loss should be recognized on the exchange and the shares received by the participant, equal in number to the previously acquired shares exchanged therefor, will have the same basis and holding period as the previously acquired shares. The participant will not, however, be able to utilize the old holding period for the purpose of satisfying the incentive stock option holding period requirements described below. Shares received in excess of the number of previously acquired shares will have a basis of zero and a holding period, which commences as of the date the common stock is issued to the participant upon exercise of the incentive option. If an exercise is effected using shares previously acquired through the exercise of an incentive stock option, the exchange of the previously acquired shares will be considered a disposition of such shares for the purpose of determining whether a disqualifying disposition has occurred.

Disposition of Incentive Option Shares. If the incentive option holder disposes of the stock acquired upon the exercise of an incentive stock option (including the transfer of acquired stock in payment of the exercise price of another incentive stock option) either within two years from the date of grant or within one year from the date of exercise, the option holder will recognize ordinary income at the time of such disqualifying disposition to the extent of the difference between the exercise price and the lesser of the fair market value of the stock on the date the incentive option is exercised or the amount realized on such disqualifying disposition. Any remaining gain or loss is treated as a short-term or long-term capital gain or loss, depending on how long the shares were held prior to the disqualifying disposition. In the event of such disqualifying disposition, the incentive stock option alternative minimum tax treatment described above may not apply (although, where the disqualifying disposition occurs subsequent to the year the incentive stock option is exercised, it may be necessary for the participant to amend his return to eliminate the tax preference item previously reported).

Our Deduction. We are not entitled to a tax deduction upon either exercise of an incentive option or disposition of stock acquired pursuant to such an exercise, except to the extent that the option holder recognized ordinary income in a disqualifying disposition.

Stock Grants

A participant who receives a stock grant under the 2016 Plan generally will be taxed at ordinary income rates on the fair market value of shares when they vest, if subject to vesting or other restrictions, or, otherwise, when received. However, a participant who, within 30 days after receiving such shares, makes an election under Section 83(b) of the Code, will recognize ordinary income on the date of issuance of the stock equal to the fair market value of the shares on that date. If a Section 83(b) election is made, the holding period for the shares will commence on the day after the shares are received and no additional taxable income will be recognized by the participant at the time the shares vest. However, if shares subject to a Section 83(b) election are forfeited, no tax deduction is allowable to the participant for the forfeited shares. Taxes are required to be withheld from the participant at the time and on the amount of ordinary income recognized by the participant. We will be entitled to a deduction at the same time and in the same amount as the participant recognizes income.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following includes a summary of transactions since our formation on February 12, 2015 to which we have been a party and in which any of our directors, executive officers or, to our knowledge, beneficial owners of more than 5% of our capital stock or any member of the immediate family of any of the foregoing persons had or will have a direct or indirect material interest, other than equity and other compensation, termination, change in control and other arrangements, which are described in the section entitled "Executive Compensation."

Ivy Equity Note

In February 2015, we entered into a loan agreement with Ivy Equity Investors, LLC, an affiliate of one of our directors, Joseph Gamberale, pursuant to which Ivy would advance up to $500,000 to satisfy our startup expenses, including professional fees incurred with this offering, the Target Company transactions and the purchase of Hoss and Louis Neglia. On May 1, 2016, this Note was amended and restated to permit an aggregate borrowing of up to $600,000. On July 20, 2016, this note was amended and restated a second time to permit an aggregate borrowing of up to $1,000,000. This loan is evidenced by an unsecured promissory note that bears interest at the rate of 6% per annum. The principal amount plus accrued interest owing under the note as of December 31, 2015 was $353,450. At August 12, 2016, the principal amount plus accrued interest owing under the amended and restated note was $727,005. The note matures on the earlier of the closing of the offering made by this prospectus or January 1, 2017. We anticipate paying off the note in full upon the completion of the offering from the net proceeds available to us. We believe that the terms of this note are comparable to those that we would have paid under a similar loan agreement with an unrelated third party.

Policies and Procedures for Related Party Transactions

Immediately following the completion of this offering, the audit committee will have the primary responsibility for reviewing and approving or disapproving "related party transactions," which are transactions between us and related persons in which the aggregate amount involved exceeds or may be expected to exceed $120,000 and in which a related person has or will have a direct or indirect material interest. For purposes of this responsibility, a related person will be defined as a director, executive officer, nominee for director, or stockholders who own greater than 5% of our outstanding common stock and their affiliates, in each case since the beginning of the most recently completed fiscal year, and their immediate family members. Our audit committee charter will provide that the audit committee shall review and approve or disapprove any related party transactions. As of the date of this prospectus, we have not adopted any formal standards, responsibilities or procedures governing the review and approval of related-party transactions, but we expect that our audit committee will do so in the future.

Our policy will provide that if advance approval of a related-party transaction is not obtained, it must be promptly submitted to the Audit Committee for possible ratification, approval, amendment, termination or rescission. In reviewing any transaction, the Audit Committee will take into account, among other factors the Audit Committee deems appropriate, recommendations from senior management, whether the transaction is on terms no less favorable than the terms generally available to a third party in similar circumstances and the extent of the related person's interest in the transaction. Any related party transaction must be conducted at arm's length. Any member of the Audit Committee who is a related person with respect to a transaction under review may not participate in the deliberations or vote on the approval or ratification of the transaction. However, such a director may be counted in determining the presence of a quorum at a meeting of the Audit Committee that considers a transaction.

PRINCIPAL STOCKHOLDERS

The following table sets forth information about the beneficial ownership of our common stock at June 30, 2016 by:

- each person known to us to be the beneficial owner of more than 5% of our common stock;
- each named executive officer;
- each of our directors and director nominees; and
- all of our executive officers and directors as a group.

Beneficial ownership is determined according to the rules of the SEC, and generally means that person has beneficial ownership of a security if he or she possesses sole or shared voting or investment power of that security, and includes options that are currently exercisable or exercisable within 60 days. Each director or officer, as the case may be, has furnished us with information with respect to beneficial ownership. Except as indicated in the footnotes below, to our knowledge, the persons and entities named in the table below have sole voting and sole investment power with respect to all shares of common stock that they beneficially own, subject to applicable community property laws.

The percentage ownership information shown in the table is based upon 5,289,136 shares of common stock outstanding as of June 30, 2016.

Unless otherwise indicated, the address of each of the individuals and entities named below is c/o Alliance MMA, Inc., 590 Madison Avenue, 21st Floor, New York, New York 10022.

Named Executive Officers and Directors	**Number of Shares Beneficially Owned (1)**	**Pre-Offering Percentage Ownership (1)**	**Post-Offering Percentage Ownership (2)(3)**
Paul K. Danner	150,000	2.25	1.50
Robert J. Haydak, Jr.	103,334	1.55	1.03
John Price	0	0	0
Joseph Gamberale	376,010(4)	5.64	3.76
Renzo Gracie	66,667	1.0	*
Mark D. Shefts	101,388(5)	1.52	1.01
Joel D. Tracy	124,702	1.87	1.25
Burt A. Watson	16,667	*	*
Directors and Executive Officers as a Group (8 persons)	938,768	14.08	9.39
5% Stockholders Not Mentioned Above			
Ivy Equity Investors, LLC (6)	359,343	5.39	3.59

* Less than 1%

(1) Assumes and gives effect to the issuance of 1,377,531 shares as partial consideration for the acquisition of the Target Companies and the Target Assets and is based upon a public offering price of $4.50 per share.

(2) Assumes the maximum amount of 3,333,333 shares is sold in the offering.

(3) Excludes 333,333 shares (assuming the maximum offering is completed) of common stock issuable upon the exercise of the warrants issued to the selling agent.

(4) Includes 359,343 shares held by Ivy Equity Investors, LLC. Mr. Gamberale has voting and dispositive power over the shares held by Ivy Equity Investors, LLC.

(5) Includes 62,500 shares held by the Rushcap Group, Inc. Mr. Shefts has voting and dispositive power over the shares held by the Rushcap Group, Inc.

(6) The address of Ivy Equity Investors, LLC is 2 East 55th Street, Suite 1111, New York, New York 10022. Mr. Gamberale has voting and dispositive power over the shares held by Ivy Equity Investors, LLC.

DESCRIPTION OF OUR CAPITAL STOCK

General

The following description summarizes the most important terms of our capital stock, as they are expected to be in effect upon the completion of this offering. This summary does not purport to be complete and is qualified in its entirety by the provisions of our certificate of incorporation and bylaws, copies of which have been filed as exhibits to the registration statement of which this prospectus is a part. For a complete description of our capital stock, you should refer to our certificate of incorporation and bylaws that are included as exhibits to the registration statement of which this prospectus forms a part, and to the applicable provisions of Delaware law. Immediately following the completion of this offering, our authorized capital stock will consist of 45,000,000 shares of common stock, $0.001 par value per share, and 5,000,000 shares of undesignated preferred stock, $0.001 par value per share.

As of June 30, 2016, there were 5,289,136 shares of our common stock outstanding, held by 74 stockholders of record. Our Board of Directors is authorized, without stockholder approval, except as required by the listing standards of Nasdaq, to issue additional shares of our capital stock.

Common Stock

Dividend Rights

Subject to preferences that may apply to any shares of preferred stock outstanding at the time, the holders of our common stock will be entitled to receive dividends out of funds legally available if our Board of Directors, in its discretion, determines to issue dividends and then only at the times and in the amounts that our Board of Directors may determine. See the section titled “Dividend Policy” for additional information.

Voting Rights

Holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders. We have not provided for cumulative voting for the election of directors in our certificate of incorporation.

No Preemptive or Similar Rights

Our common stock is not entitled to preemptive rights, and is not subject to conversion, redemption or sinking fund provisions.

Right to Receive Liquidation Distributions

If we become subject to a liquidation, dissolution or winding-up, the assets legally available for distribution to our stockholders would be distributable ratably among the holders of our common stock and any participating preferred stock outstanding at that time, subject to prior satisfaction of all outstanding debt and liabilities and the preferential rights of and the payment of liquidation preferences, if any, on any outstanding shares of preferred stock.

Preferred Stock

Following this offering, our Board of Directors will be authorized, subject to limitations prescribed by Delaware law, to issue preferred stock in one or more series, to establish from time to time the number of shares to be included in each series, and to fix the designation, powers, preferences and rights of the shares of each series and any of its qualifications, limitations or restrictions, in each case without further vote or action by our stockholders. Our Board of Directors can also increase or decrease the number of shares of any series of preferred stock, but not below the number of shares of that series then outstanding, without any further vote or action by our stockholders. Our Board of Directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of our common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in our control of our company and might adversely affect the market price of our common stock and the voting and other rights of the holders of our common stock. We have no current plan to issue any shares of preferred stock.

Anti-Takeover Provisions

The provisions of Delaware law, our certificate of incorporation and our bylaws may have the effect of delaying, deferring or discouraging another person from acquiring control of our company. These provisions, which are summarized below, may have the effect of discouraging takeover bids. They are also designed, in part, to encourage persons seeking to acquire control of us to negotiate first with our Board of Directors. We believe that the benefits of increased protection of our potential ability to negotiate with an unfriendly or unsolicited acquirer outweigh the disadvantages of discouraging a proposal to acquire us because negotiation of these proposals could result in an improvement of their terms.

Delaware Law

We are governed by the provisions of Section 203 of the Delaware General Corporation Law, or DGCL. In general, Section 203 prohibits a public Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is approved in a prescribed manner. A "business combination" includes mergers, asset sales or other transactions resulting in a financial benefit to the stockholder. An "interested stockholder" is a person who, together with affiliates and associates, owns, or within three years of the date on which it is sought to be determined whether such person is an "interested stockholder," did own, 15% or more of the corporation's outstanding voting stock. These provisions may have the effect of delaying, deferring or preventing a change in our control.

Certificate of Incorporation and Bylaw Provisions

Advance Notice Requirements. Our bylaws establish advance notice procedures with regard to stockholder proposals relating to the nomination of candidates for election as directors or new business to be brought before meetings of stockholders. These procedures provide that notice of stockholder proposals must be timely and given in writing to our corporate Secretary. Generally, to be timely, notice must be received at our principal executive offices not fewer than 120 calendar days prior to the first anniversary date on which our notice of meeting and related proxy statement were mailed to stockholders in connection with the previous year's annual meeting of stockholders. The notice must contain the information required by the bylaws, including information regarding the proposal and the proponent.

Special Meetings of Stockholders. Our bylaws provide that special meetings of stockholders may be called at any time by only the Chairman of the Board, the Chief Executive Officer, the President or the Board of Directors, or in their absence or disability, by any vice president.

Exclusive Forum Provision. Our certificate of incorporation provides that the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors or officers to us or our stockholders, (iii) any action asserting a claim against us arising pursuant to any provision of the Delaware General Corporation Law (the "DGCL"), or our certificate of incorporation or the bylaws, and (iv) any action asserting a claim against us governed by the internal affairs doctrine. This choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and employees. Alternatively, a court could find these provisions of our certificate of incorporation to be inapplicable or unenforceable in respect of one or more of the specified types of actions or proceedings, which may require us to incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business and financial condition.

Amendment of Bylaws. Our stockholders may amend any provisions of our bylaws by obtaining the affirmative vote of the holders of a majority of each class of issued and outstanding shares of our voting securities, at a meeting called for the purpose of amending and/or restating our bylaws.

Preferred Stock. Our certificate of incorporation authorizes our Board of Directors to create and issue rights entitling our stockholders to purchase shares of our stock or other securities. The ability of our board to establish the rights and issue substantial amounts of preferred stock without the need for stockholder approval may delay or deter a change in control of us. See "Preferred Stock" above.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Transfer Online, 512 SE Salmon Street, Portland, Oregon 97214. Their telephone number is (503) 227 2950, their fax number is (503) 227 6874, and their website is transferonline.com.

Listing

We have applied to list our common stock on the Nasdaq Capital Market under the symbol "AMMA."

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our common stock, and we cannot predict the effect, if any, that market sales of shares of our common stock or the availability of shares of our common stock for sale will have on the market price of our common stock prevailing from time to time. Future sales of our common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect market prices prevailing from time to time. As described below, only a limited number of shares will be available for sale shortly after this offering, due to contractual and legal restrictions on resale. Nevertheless, sales of our common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price at such time and our ability to raise equity capital in the future.

Following the completion of this offering, and after giving effect to the acquisition of the Target Companies and the purchase of Hoss and Louis Neglia which will occur upon the completion of this offering, based on the number of shares of our capital stock outstanding as of June 30, 2016, we will have a total of 10,000,000 shares of our common stock outstanding assuming the maximum amount is sold in the offering. Of these outstanding shares, all of the shares of common stock sold in this offering will be freely tradable, except that any shares purchased in this offering by our affiliates, as that term is defined in Rule 144 under the Securities Act, would be able to be sold only in compliance with the Rule 144 limitations described below.

The remaining outstanding shares of our common stock will be deemed "restricted securities" as defined in Rule 144. Restricted securities may be sold in the public market only if they are registered or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, which rules are summarized below. In addition, holders of holders of 1% or more of our common stock have entered into lock-up agreements with us under which they have agreed, subject to specific exceptions, not to sell any of our stock for at least 180 days following the date of this prospectus, as described below. As a result of these agreements, subject to the provisions of Rule 144 or Rule 701, shares will be available for sale in the public market as follows:

- beginning on the date of this prospectus, the 3,333,333 shares of common stock sold in this offering will be immediately available for sale in the public market;
- beginning 181 days after the date of this prospectus, 6,666,667 additional shares of common stock will become eligible for sale in the public market, of which 1,377,531 shares will be held by affiliates and subject to the volume and other restrictions of Rule 144, as described below; and
- the remainder of the shares of common stock will be eligible for sale in the public market from time to time thereafter, subject in some cases to the volume and other restrictions of Rule 144, as described below.

Lock-Up Agreements

We, our officers and directors and holders of 3% or more of our common stock have agreed that, subject to certain exceptions and under certain conditions, for a period of 180 days after the date of this prospectus, we and they will not, without the prior written consent of the selling agent, Network 1 Financial Securities, Inc., dispose of or hedge any shares or any securities convertible into or exchangeable for shares of our capital stock. The selling agent may, in its discretion, release any of the securities subject to these lock-up agreements at any time.

The restrictions described in the immediately preceding paragraph do not apply to:

- bona fide gifts;
- the transfer by a security holder of our common stock to any immediate family member of the security holder or any trust for the direct or indirect benefit of the security holder or the immediate family of the security holder;

- transfers of our common stock by operation of law, including domestic relations orders;
- transfers by testate succession or intestate distribution;
- a forfeiture of shares of common stock or other securities solely to us in a transaction exempt from Section 16(b) of the Exchange Act in connection with the payment of taxes due upon the exercise of options to purchase our common stock or vesting of our securities pursuant to our 2016 Equity Incentive Plan;
- transfers of our common stock by a security holder as a distribution to limited partners, members, stockholders or other security holders or, if the security holder is a trust, to the beneficiaries of the by a security holder;
- transfers of our common stock by a security holder to the security holder's affiliates or to any investment fund or other entity controlled or managed by, or under common control or management by, the security holder;
- the sale of shares of common stock purchased by a security holder on the open market if (i) such sales are not required during the lock-up period to be reported in any public report or filing with the SEC or otherwise and (ii) the security holder does not otherwise voluntarily effect any public filing or report regarding such sales during the lock-up period; and
- the exercise of stock options granted pursuant to the Company's equity incentive plans or warrants to purchase Common Stock, so long as the shares of common stock received upon such exercise remain subject to the terms of the lock-up agreement.

In the event that any of our officers or directors or a person or group (as such term is used in Section 13(d)(3) of the Exchange Act) that is the record or beneficial owner of one percent (aggregating ownership of affiliates) or more of our capital stock is granted an early release, then each person or group who has executed a lock-up agreement automatically will be granted an early release from its obligations under the lock-up agreement on a pro rata basis.

Rule 144

In general, under Rule 144 as currently in effect, once we have been subject to the public company reporting requirements of Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended, for at least 90 days, a person who is not deemed to have been one of our affiliates for purposes of the Securities Act at any time during the 90 days preceding a sale and who has beneficially owned the shares proposed to be sold for at least six months, including the holding period of any prior owner other than our affiliates, is entitled to sell those shares without complying with the manner of sale, volume limitation or notice provisions of Rule 144, subject to compliance with the public information requirements of Rule 144. If such a person has beneficially owned the shares proposed to be sold for at least one year, including the holding period of any prior owner other than our affiliates, then that person would be entitled to sell those shares without complying with any of the requirements of Rule 144.

In general, under Rule 144, as currently in effect, our affiliates or persons selling shares on behalf of our affiliates are entitled to sell upon expiration of the lock-up agreements described above, within any three-month period, a number of shares that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately 82,500 shares immediately after this offering; or
- the average weekly trading volume of our common stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to that sale.

Sales under Rule 144 by our affiliates or persons selling shares on behalf of our affiliates are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 701

Rule 701 generally allows a stockholder who purchased shares of our common stock pursuant to a written compensatory plan or contract and who is not deemed to have been an affiliate of our company during the immediately preceding 90 days to sell these shares in reliance upon Rule 144, but without being required to comply with the public information, holding period, volume limitation or notice provisions of Rule 144. Rule 701 also permits affiliates of our company to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. All holders of Rule 701 shares, however, are required by that rule to wait until 90 days after the date of this prospectus before selling those shares pursuant to Rule 701.

PLAN OF DISTRIBUTION

We have entered into a selling agent agreement with Network 1 Financial Securities, Inc., (the "selling agent") to conduct this offering on a "best efforts" basis. The offering is being made without a firm commitment by the selling agent, which has no obligation or commitment to purchase any of our shares. Accordingly, pursuant to the selling agent agreement, we will sell to investors that complete a subscription agreement with us up to the 3,333,333 shares offered hereby.

The selling agent is an underwriter within the meaning of Section 2(a)(11) of the Securities Act and any commissions received by it and any profit realized on the sale of the securities by them while acting as principal would be deemed to be underwriting discounts or commissions under the Securities Act. The Selling Agent is required to comply with the requirements of the Securities Act and the Exchange Act including, without limitation, Rule 10b-5 and Regulation M under the Exchange Act. These rules and regulations may limit the timing of purchases and sales of common shares by the selling agent. Under these rules and regulations, the selling agent may not (i) engage in any stabilization activity in connection with our securities; and (ii) bid for or purchase any of our securities or attempt to induce any person to purchase any of our securities, other than as permitted under the Exchange Act, until they have completed their participation in the distribution.

The selling agent agreement provides that the obligation of the selling agent to arrange for the offer and sale of the shares of our common stock, on a best efforts basis, is subject to certain conditions precedent, including but not limited to (i) receipt of a listing approval letter from the Nasdaq Capital Market, (ii) delivery of legal opinions, and (iii) delivery of auditor comfort letters. The selling agent is under no obligation to purchase any shares of our common stock for its own account. Since this offering is being conducted by the selling agent on a "best efforts" basis, there can be no assurance that the minimum offering contemplated hereby will ultimately be completed. The selling agent may, but is not obligated to, retain other selected dealers that are qualified to offer and sell the shares and that are members of the Financial Industry Regulatory Authority, Inc. The selling agent proposes to offer the shares to investors at the offering price, and will receive the selling agent commissions, set forth on the cover of this prospectus. The gross proceeds of this offering will be deposited at Signature Bank, New York, New York in an escrow account established by us, until we have sold a minimum of 1,111,111 shares of common stock and otherwise satisfy the listing conditions to trade our common stock on the Nasdaq Capital Market. Once we satisfy the minimum stock sale and Nasdaq listing conditions, the funds will be released to us.

We anticipate the shares of our common stock will be listed on the Nasdaq Capital Market under the symbol "AMMA." In order to list, the Nasdaq Capital Market requires that, among other criteria, at least 1,111,111 publicly-held shares of our common stock be outstanding, the shares be held in the aggregate by at least 300 round lot holders, the market value of the publicly-held shares of our common stock be at least $15.0 million, our stockholders' equity after giving effect to the sale of our shares in this offering be at least $4.0 million, the bid price per share of our common stock be $4.00 or more, and there be at least three registered and active market makers for our common stock.

The following table and the three succeeding paragraphs summarize the selling agent compensation and estimated expenses we will pay.

	Public Offering Price	Selling Agent Commissions(1)	Proceeds to Us, Before Expenses
Per share	$ 4.50	$ 0.34	$ 4.16
Total minimum offering	$ 5,000,000	$ 375,000	$ 4,625,000
Total maximum offering	$ 15,000,000	$ 1,125,000	$ 13,875,000

(1) Consists of a selling agent commission of 6.5% and an advisory fee of 1.0% of the gross proceeds raised in this offering. We have also agreed to reimburse the selling agent for expenses incurred relating to the offering, including all actual fees and expenses incurred by the selling agent in connection with, among other things, due diligence costs, the selling agent's "road show" expenses, and the fees and expenses of the selling agent's counsel which, in the aggregate, shall not exceed $50,000. We estimate that the total expenses of this offering, excluding selling agent commissions described above, will be approximately $400,000 if all 3,333,333 shares are sold.

As additional compensation to the selling agent, upon consummation of this offering, we will issue to the selling agent or their designees warrants to purchase an aggregate number of shares of our common stock equal to 10% of the number of shares of common stock issued in this offering, at an exercise price per share equal to 165.0% of the offering price (the "Selling Agent Warrants"). The Selling Agent Warrants and the underlying shares of common stock will not be exercised, sold, transferred, assigned, or hypothecated or be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of the Selling Agent Warrants by any person for a period of 180 days from the effective date of the registration statement for this offering in accordance with FINRA Rule 5110. The Selling Agent Warrants will expire on the fifth anniversary of the effective date of the registration statement for this offering.

A prospectus in electronic format may be made available on the website maintained by the selling agent, or selling group members, if any, participating in the offering. The selling agent may agree to allocate a number of shares to selling group members for sale to their online brokerage account holders. Online distributions will be allocated by the selling agent, and selling group members, if any, that may make online distributions on the same basis as other allocations.

We have agreed that we will not: (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of capital stock of our company or any securities convertible into or exercisable or exchangeable for shares of capital stock of our company; (ii) file or cause to be filed any registration statement with the SEC relating to the offering of any shares of capital stock of our company or any securities convertible into or exercisable or exchangeable for shares of capital stock of our company; or (iii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of capital stock of our company, whether any such transaction described in clause (i), (ii) or (iii) above is to be settled by delivery of shares of capital stock of our company or such other securities, in cash or otherwise, in each case without the prior consent of the selling agent for a period of twelve months after the date of this prospectus, other than (A) the shares of our common stock to be sold hereunder, (B) the issuance by us of shares of our common stock upon the exercise of a stock option or warrant or the conversion of a security outstanding on the date of this offering, hereafter issued pursuant to our currently existing or hereafter adopted equity compensation plans or employment or consulting agreements or arrangements of which the representative has been advised in writing or which have been filed with the Commission or (C) the issuance by us of stock options or shares of capital stock of our company under any currently existing or hereafter adopted equity compensation plan or employment/consulting agreements or arrangements of our company.

The selling agent agreement provides that we will indemnify the selling agent against certain liabilities, including liabilities under the Securities Act, or contribute to payments the selling agent may be required to make in respect thereof.

We have applied to have our common stock approved for listing on the Nasdaq Capital Market under the symbol "AMMA." If the application is approved, we anticipate that trading on the Nasdaq Capital Market will commence on the day following the completion of the offering made by this prospectus. We will not complete this offering without a listing approval letter from the Nasdaq Capital Market. Our receipt of a listing approval letter is not the same as an actual listing on the Nasdaq Capital Market. The listing approval letter will serve only to confirm that, if we sell a number of shares in this best efforts offering sufficient to satisfy applicable listing criteria, our common stock will in fact be listed.

Prior to this offering, there has been no public market for our common stock. The initial public offering price has been determined by negotiations between us and the selling agent. In determining the offering price, we and the selling agent have considered a number of factors including:

- the information set forth in this prospectus and otherwise available to the selling agent;
- our prospects and the history and prospects for the industry in which we compete;
- an assessment of our management;
- our prospects for future earnings;
- the general condition of the securities markets at the time of this offering;

- the recent market prices of, and demand for, publicly traded common stock of generally comparable companies; and

- other factors deemed relevant by the selling agent and us.

Neither we nor the selling agent can assure investors that an active trading market will develop for shares of our common stock, or that the shares will trade in the public market at or above the initial public offering price.

LEGAL MATTERS

The validity of the common stock being offered hereby and other certain legal matters will be passed upon for us by Mazzeo Song P.C. Certain legal matters will be passed upon for the selling agent by Magri Law, LLC.

EXPERTS

Friedman LLP, our independent registered public accounting firm, has audited our financial statements from our inception on February 12, 2015 through December 31, 2015, as set forth in their report. Friedman LLP has also audited the financial statements of each of the Target Companies for each of the years ended December 31, 2015 and 2014, as set forth in their report. We have included our financial statements and the financial statements of each of the Target Companies in the prospectus and elsewhere in the registration statement in reliance on Friedman LLP's report, given on their authority as experts in accounting and auditing.

The current address of Friedman LLP is 1700 Broadway, New York, New York 10019.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act, with respect to our common stock offered hereby. This prospectus, which forms part of the registration statement, does not contain all of the information set forth in the registration statement and the exhibits and schedules to the registration statement. For further information about us and our common stock, we refer you to the registration statement and the exhibits and schedules to the registration statement filed as part of the registration statement. Statements contained in this prospectus as to the contents of any contract or other document filed as an exhibit are qualified in all respects by reference to the actual text of the exhibit. You may read and copy the registration statement, including the exhibits and schedules to the registration statement, at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You can obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains a website at *www.sec.gov* that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC and from which you can electronically access the registration statement, including the exhibits and schedules to the registration statement.

As a result of the offering, we will become subject to the full informational requirements of the Exchange Act. We will fulfill our obligations with respect to such requirements by filing periodic reports and other information with the SEC. We intend to furnish our stockholders with annual reports containing financial statements certified by an independent registered public accounting firm. We also maintain a website at *www.alliancemma.com*. Information on, or accessible through, our website is not a part of this prospectus.

INDEX TO FINANCIAL STATEMENTS

ALLIANCE MMA, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2015

Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Management of
Alliance MMA, Inc.

We have audited the accompanying balance sheet of Alliance MMA, Inc. (the "Company") as of December 31, 2015, and the related statements of operations, stockholders' deficit, and cash flows for the period from February 12, 2015 (inception) to December 31, 2015. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015, and the results of its operations and its cash flows for the period from February 12, 2015 (inception) to December 31, 2015, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company's losses, negative cash flows from operations and working capital deficit raise substantial doubt its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

ALLIANCE MMA, INC.
BALANCE SHEET
DECEMBER 31, 2015

	2015
ASSETS	
CURRENT ASSETS	
Deferred offering expenses	25,000
Total current assets	25,000
TOTAL ASSETS	$ 25,000
LIABILITIES AND STOCKHOLDERS' DEFICIT	
CURRENT LIABILITIES	
Accrued expenses	$ 52,717
Related party - note payable	353,450
TOTAL CURRENT LIABILITIES	406,167
TOTAL LIABILITIES	406,167
STOCKHOLDERS' DEFICIT	
Preferred Stock, $.001 par value; 5,000,000 shares authorized at December 31, 2015; nil shares issued and outstanding.	-
Common stock, $.001 par value; 45,000,000 shares authorized 5,289,136 shares issued and outstanding	5,289
Accumulated deficit	(386,456)
TOTAL STOCKHOLDERS' DEFICIT	(381,167)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 25,000

The accompanying notes are an integral part of these financial statements

ALLIANCE MMA, INC.
STATEMENT OF OPERATIONS
FROM FEBRUARY 12, 2015 (INCEPTION) THROUGH DECEMBER 31, 2015

	2015
OPERATING EXPENSES	
General and administrative expenses	$ 42,027
Professional and consulting fees	344,429
Total Operating Expenses	386,456
NET LOSS APPLICABLE TO COMMON SHARES	$ (386,456)
WEIGHTED AVERAGE OF COMMON SHARES OUTSTANDING	
BASIC AND DILUTED	5,289,136
NET LOSS PER BASIC AND DILUTED SHARES	$ (0.07)

The accompanying notes are an integral part of these financial statements

ALLIANCE MMA, INC.
STATEMENT OF CASH FLOWS
FROM FEBRUARY 12, 2015 (INCEPTION) THROUGH DECEMBER 31, 2015

	2015
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss	$ (386,456)
Changes in assets and liabilities:	
Deferred offering costs	(25,000)
Accrued expenses	52,717
Net cash used in operating activities	(358,739)
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from notes payable	353,450
Proceeds from issuing founders shares	5,289
Net cash provided by financing activities	358,739
INCREASE IN CASH	-
CASH - BEGINNING OF YEAR	-
CASH - END OF YEAR	$ -

The accompanying notes are an integral part of these financial statements

ALLIANCE MMA, INC.
STATEMENT OF CHANGES IN STOCKHOLDERS' DEFICIT
FROM FEBRUARY 12, 2015 (INCEPTION) THROUGH DECEMBER 31, 2015

	Preferred Stock		Common Stock		Additional Paid-in Capital	Retained Earnings	Total
	Shares	Amount	Shares	Amount			
Balance, February 12, 2015	-	$ -	-	$ -	$ -	$ -	$ -
Founders shares	-	-	5,289,136	5,289	-	-	5,289
Net loss						(386,456)	(386,456)
Balance, December 31, 2015	-	$ -	5,289,136	$ 5,289	$ -	$ (386,456)	$ (381,167)

The accompanying notes are an integral part of these financial statements

ALLIANCE MMA, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2015

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

Alliance MMA, Inc. was formed in Delaware on February 12, 2015 to acquire the businesses of the following:

- CFFC Promotions, LLC;
- Hoosier Fight Club Promotions, LLC;
- Punch Drunk Inc., also known as Combat Games MMA;
- Bang Time Entertainment, LLC DBA Shogun Fights;
- Cagetix LLC; and
- V3, LLC.

In addition the Company plans to merge with Go Fight Net, Inc a leading MMA video production and distribution Company. Cagetix LLC is a leading MMA ticketing platform. We refer to the aforementioned companies as the Target Companies. By combining the Target Companies, Alliance intends to create a developmental league for professional MMA fighters and the premier feeder organization to the Ultimate Fighting Championship, or the UFC, the sports largest mixed martial arts promotion company featuring most of the top-ranked fighters in world as well as other premier MMA promotions such as Bellator. Under the Alliance MMA umbrella, the Target Company promotions and other regional MMA promotions we intend to acquire over time will discover and cultivate the next generation of UFC and other premier MMA promotion champions, while at the same time generating live original media content, attracting an international fan base, and generating sponsorship revenue for our live MMA events and professional fighters. For accounting and reporting purposes, Alliance has been identified as the accounting acquirer of each of the Target Companies. In addition, each of the Target Companies has been identified as an accounting co-predecessor to the Company.

NOTE 2 – LIQUIDITY AND GOING CONCERN

These financial statements have been prepared on the basis that the Company is a going concern, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has incurred losses since inception, generates no operating revenue, and as reflected in the accompanying financial statements, includes net loss applicable to common stockholders of $386,456 for the period ended December 31, 2015.

We plan to raise capital through a public offering of our common stock, which we anticipate will be completed in the second half of 2016. Upon completion of the offering, Alliance will acquire the operating businesses of the Target Companies. Our management believes that the revenue generated by these businesses, together with the net proceeds of the offering, will provide Alliance with sufficient capital to fund our operations; however, management cannot provide any assurances that the offering will be completed or that we will be able to obtain additional capital if our operating revenue and the proceeds of the offering are not sufficient to fund our operations.

The accompanying financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

Use of Estimates

The preparation of the financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

Income Taxes

The Company uses the asset and liability method of accounting for income taxes in accordance with ASC Topic 740, "Income Taxes." Under this method, income tax expense is recognized for the amount of: (i) taxes payable or refundable for the current year and (ii) deferred tax consequences of temporary differences resulting from matters that have been recognized in an entity's financial statements or tax returns. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the results of operations in the period that includes the enactment date.

A valuation allowance is provided to reduce the deferred tax assets reported if based on the weight of the available positive and negative evidence, it is more likely than not some portion or all of the deferred tax assets will not be realized.

ASC Topic 740.10.30 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements and prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC Topic 740.10.40 provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. We have no material uncertain tax positions for any of the reporting periods presented.

NOTE 4 – DEFERRED OFFERING COSTS

During 2015, the Company incurred $25,000 related to legal services in relation to its Form S-1 Registration Statement. As such, these expenses were deferred for reporting purposes at December 31, 2015.

NOTE 5 – INCOME TAXES

	December 31, 2015
Deferred tax assets	$ 135,260
Deferred tax valuation allowance	(135,260)
Net deferred tax assets	$ -

NOTE 6 – RELATED PARTY NOTE PAYABLE

In February 2015, we entered into a loan agreement with Ivy Equity Investors, LLC, an affiliate of our founder Mr. Joseph Gamberale, and at the time the note was entered into our sole director, pursuant to which Ivy would advance up to $500,000 to satisfy our start up expenses, including professional fees incurred with this offering and expenses incident to the Target Company transactions. This loan is evidenced by an unsecured promissory note which bears interest at the rate of 6% per annum. On March 1, 2015, $5,289 which represents the par value of the shares issued to the founding stockholders was applied to reduce the outstanding principal and accrued interest on the note. The principal amount owing under the note as of December 31, 2015 was $ 353,450. The note matures on the earlier of the closing of the offering made by this prospectus or January 1, 2017. We anticipate paying off the note in full at the closing of the offering from the net proceeds available to us. The accrued interest on this note as of December 31, 2015 was $ 8,127.

NOTE 7 – STOCKHOLDERS' EQUITY

There were 5,000,000 shares of preferred stock authorized, with nil shares issued and outstanding at December 31, 2015.

There were 45,000,000 shares of common stock authorized, with 5,289,136 shares issued and outstanding at December 31, 2015.

NOTE 8 – SUBSEQUENT EVENTS

The related party note payable increased by the amount $147,201 to the new balance of $500,651 as of April 15, 2016.

On May 1, 2016, the related party note payable was amended and restated to permit an aggregate borrowing of up to $600,000.

ALLIANCE MMA, INC.
CONDENSED FINANCIAL STATEMENTS
JUNE 30, 2016
(UNAUDITED)

Financial Statements (unaudited)

ALLIANCE MMA, INC.
CONDENSED BALANCE SHEETS
(UNAUDITED)

	June 30, 2016	December 31, 2015
ASSETS		
CURRENT ASSETS		
Cash	$ 16,266	$ -
Deferred offering costs	25,000	25,000
Deposit media library	15,500	-
Total current assets	56,766	25,000
TOTAL ASSETS	$ 56,766	$ 25,000
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES		
Accrued expenses	$ 46,723	$ 52,717
Related party - note payable	615,151	353,450
Total current liabilities	661,874	406,167
TOTAL LIABILITIES	661,874	406,167
STOCKHOLDERS' DEFICIT		
Preferred Stock, $.001 par value; 5,000,000 shares authorized at June 30, 2016 and December 31, 2015; nil shares issued and outstanding	-	-
Common stock, $.001 par value; 45,000,000 shares authorized at June 30, 2016 and December 31, 2015; 5,289,136 shares issued and outstanding, respectively	5,289	5,289
Accumulated deficit	(610,397)	(386,456)
TOTAL STOCKHOLDERS' DEFICIT	(605,108)	(381,167)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 56,766	$ 25,000

The accompanying notes are an integral part of these unaudited condensed financial statements

ALLIANCE MMA, INC.
CONDENSED STATEMENTS OF OPERATIONS
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,		FOR THE THREE MONTHS ENDED JUNE 30,	
	2016	**2015**	**2016**	**2015**
OPERATING EXPENSES				
General and administrative expenses	$ 41,530	$ 5,476	$ 27,254	$ 1,881
Professional and consulting fees	182,411	126,500	80,000	49,500
Total Operating Expenses	(223,941)	(131,976)	107,254	51,381
NET INCOME LOSS	$ (223,941)	$ (131,976)	$ (107,254)	$ (51,381)

The accompanying notes are an integral part of these unaudited condensed financial statements

ALLIANCE MMA, INC.
CONDENSED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,	
	2016	**2015**
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (223,941)	$ (131,976)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Changes in assets and liabilities:		
Deposit media library	(15,500)	-
Accounts payable	(5,994)	5,477
Net cash used in operating activities	(245,435)	(126,499)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from notes payable	261,701	121,210
Proceeds from issuing founders shares	-	5,289
Net cash provided by financing activities	261,701	126,499
INCREASE IN CASH	16,266	-
CASH - BEGINNING OF PERIOD	-	-
CASH - END OF PERIOD	$ 16,266	$ -

The accompanying notes are an integral part of these unaudited condensed financial statements

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

Alliance MMA, Inc. was formed in Delaware on February 12, 2015 to acquire the businesses of the following:

- CFFC Promotions, LLC;
- Hoosier Fight Club Promotions, LLC;
- Punch Drunk Inc., also known as Combat Games MMA;
- Bang Time Entertainment, LLC DBA Shogun Fights;
- Cagetix LLC; and
- V3, LLC.

In addition the Company plans to merge with Go Fight Net, Inc a leading MMA video production and distribution Company. Cagetix LLC is a leading MMA ticketing platform. We refer to the aforementioned companies as the Target Companies. By combining the Target Companies, Alliance intends to create a developmental league for professional MMA fighters and the premier feeder organization to the Ultimate Fighting Championship, or the UFC, the sports largest mixed martial arts promotion company featuring most of the top-ranked fighters in world as well as other premier MMA promotions such as Bellator. Under the Alliance MMA umbrella, the Target Company promotions and other regional MMA promotions we intend to acquire over time will discover and cultivate the next generation of UFC and other premier MMA promotion champions, while at the same time generating live original media content, attracting an international fan base, and generating sponsorship revenue for our live MMA events and professional fighters.

NOTE 2 – LIQUIDITY AND GOING CONCERN

These financial statements have been prepared on the basis that the Company is a going concern, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has incurred losses since inception, generates no operating revenue, and as reflected in the accompanying financial statements, includes a net loss of $223,941 for the period ended June 30, 2016 and an accumulated deficit of $605,108 at June 30, 2016.

In order to continue as a going concern, the Company will need, among other things, additional capital resources. Management’s plan is to obtain such resources for the Company by obtaining capital from additional common stock issuances. However management cannot provide any assurances that the Company will be successful in accomplishing any of its plans.

NOTE 2 – LIQUIDITY AND GOING CONCERN (CONTINUED)

The ability of the Company to continue as a going concern is dependent upon its ability to successfully accomplish the plans described in the preceding paragraph and eventually secure other sources of financing and attain profitable operations. The accompanying unaudited condensed financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited condensed financial statements are prepared in accordance with Rule 8-01 of Regulation S-X of the Securities Exchange Commission ("SEC").

Accordingly, certain information and note disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP") have been condensed or omitted pursuant to such rules and regulations. However, we believe that the disclosures included in these unaudited condensed financial statements are adequate to make the information presented not misleading. The unaudited condensed financial statements included in this document have been prepared on the same basis as the annual financial statements, and in our opinion reflect all adjustments, which include normal recurring adjustments necessary for a fair presentation in accordance with US GAAP and SEC regulations for interim financial statements. The results for the six months ended June 30, 2016 and 2015 are not necessarily indicative of the results that we will have for any subsequent period. These unaudited condensed financial statements should be read in conjunction with the audited financial statements and the notes to those statements for the year ended December 31, 2015.

Use of Estimates

The preparation of the financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Company uses the asset and liability method of accounting for income taxes in accordance with ASC Topic 740, "Income Taxes." Under this method, income tax expense is recognized for the amount of: (i) taxes payable or refundable for the current year and (ii) deferred tax consequences of temporary differences resulting from matters that have been recognized in an entity's financial statements or tax returns. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the results of operations in the period that includes the enactment date.

A valuation allowance is provided to reduce the deferred tax assets reported if based on the weight of the available positive and negative evidence, it is more likely than not some portion or all of the deferred tax assets will not be realized.

ASC Topic 740.10.30 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements and prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC Topic 740.10.40 provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. We have no material uncertain tax positions for any of the reporting periods presented.

NOTE 4 – DEPOSIT MEDIA LIBRARY

On March 1, 2016, the Company entered into an agreement to purchase the MMA and kickboxing video libraries of Louis Neglia's Martial Arts Karate, Inc. related to the Louis Neglia's Ring of Combat and Louis Neglia's Kickboxing events and shows. The purchase agreement also included a right of first refusal to acquire the rights to all future Louis Neglia MMA and kickboxing events. The total consideration we will pay to acquire the rights to the MMA and kickboxing event libraries is $155,000. The closing date for the purchase shall take place concurrently with the closing of an anticipated offering of our common stock. The initial deposit was made on March 18, 2016 in the amount of $15,500.

NOTE 5 – DEFERRED OFFERING COSTS

During 2015, the Company incurred $25,000 related to legal services in relation to its Form S-1 Registration Statement. As such, these expenses were deferred for reporting purposes at June 30, 2016 and December 31, 2015.

NOTE 6 – INCOME TAXES

	June 30, 2016	December 31, 2015
Deferred tax assets	$ 176,100	$ 135,260
Deferred tax valuation allowance	(176,100)	(135,260)
Net deferred tax assets	$ -	$ -

NOTE 7 – RELATED PARTY NOTE PAYABLE

In February 2015, we entered into a loan agreement with Ivy Equity Investors, LLC, an affiliate of our founder Mr. Joseph Gamberale, and at the time the note was entered into our sole director, pursuant to which Ivy would advance up to $500,000 to satisfy our startup expenses, including professional fees incurred with this offering and expenses incident to the Target Company transactions. This loan is evidenced by an unsecured promissory note which bears interest at the rate of 6% per annum. On March 1, 2015, $5,289 which represents the par value of the shares issued to the founding stockholders was applied to reduce the outstanding principal and accrued interest on the note.

On July 20, 2016, this note was amended and restated a second time to permit an aggregate borrowing of up to $1,000,000. This loan is evidenced by an unsecured promissory note that bears interest at the rate of 6% per annum. The principal amount plus accrued interest owing under the note as of December 31, 2015 was $353,450. At June 30, 2016, the principal amount was $615,151. The note matures on the earlier of the closing of the offering made by this prospectus or January 1, 2017. We anticipate paying off the note in full upon the completion of the offering from the net proceeds available to us. We believe that the terms of this note are comparable to those that we would have paid under a similar loan agreement with an unrelated third party. The accrued interest on this note as of June 30, 2016 and December 31, 2015 was $22,222 and $18,701, respectively.

NOTE 8 – STOCKHOLDERS' EQUITY

There were 5,000,000 shares of preferred stock authorized, with no shares issued and outstanding at June 30, 2016 and December 31, 2015.

There were 45,000,000 shares of common stock authorized, with 5,289,136 shares issued and outstanding at June 30, 2016 and December 31, 2015.

NOTE 9 – SUBSEQUENT EVENTS

The related party note payable increased by the amount $85,000 to the new balance of $700,151 as of August 12, 2016. On July 20, 2016, the note was amended and restated to provide for borrowings up to $1,000,000.

CFFC PROMOTIONS, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Management of
CFFC Promotions, LLC

We have audited the accompanying balance sheet of CFFC Promotions, LLC (the "Company") as of December 31, 2015 and 2014, and the statements of operations, members' deficiency, and cash flows for the years then ended. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

CFFC PROMOTIONS, LLC
BALANCE SHEETS
DECEMBER 31, 2015 AND 2014

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 6,006	$ 3,065
Accounts receivable, net	10,500	-
Total current assets	16,506	3,065
Property and equipment - net	5,807	8,486
TOTAL ASSETS	$ 22,313	$ 11,551
LIABILITIES AND MEMBERS' DEFICIENCY		
CURRENT LIABILITIES		
Accrued expenses	$ 23,650	$ -
Related party note payable - short term	-	36,000
Total current liabilities	23,650	36,000
LONG TERM LIABILITIES		
Related party note payable - long term	67,000	46,000
	67,000	46,000
TOTAL LIABILITIES	90,650	82,000
Members' deficit	(68,337)	(70,449)
TOTAL LIABILITIES AND MEMBERS' DEFICIENCY	$ 22,313	$ 11,551

The accompanying notes are an integral part of these financial statements

CFFC PROMOTIONS, LLC
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
REVENUE	$ 709,468	$ 626,835
COST OF REVENUE	533,628	532,761
GROSS PROFIT	175,840	94,074
OPERATING EXPENSES		
General and administrative expenses	84,584	108,525
Bad debt expense	22,625	-
Professional and consulting fees	49,300	18,721
Depreciation	2,679	1,600
Total Operating Expenses	159,188	128,846
NET INCOME (LOSS)	$ 16,652	$ (34,772)

The accompanying notes are an integral part of these financial statements

CFFC PROMOTIONS, LLC
STATEMENT OF MEMBERS' DEFICIENCY
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2015

	Total
Balance, January 1, 2014	$ -
Net Loss	(34,772)
Distributions	(63,372)
Contributions	27,695
Balance, December 31, 2014	(70,449)
Net Income	16,652
Distributions	(14,540)
Balance, December 31, 2015	$ (68,337)

The accompanying notes are an integral part of these financial statements

CFFC PROMOTIONS, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ 16,652	$ (34,772)
Adjustments to reconcile net income (loss) to cash provided by operating activities:		
Bad debt expense	22,625	-
Depreciation	2,679	1,600
Changes in assets and liabilities:		
Accounts receivable	(33,125)	-
Accrued expenses	23,650	-
Net cash provided by (used in) operating activities	32,481	(33,172)
CASH FLOWS FROM FINANCING ACTIVITIES		
Members' distributions	(14,540)	(63,372)
Members' contributions	-	17,609
Proceeds from related party	-	100,000
Repayment of related party note payable	(15,000)	(18,000)
Net cash (used in) provided by financing activities	(29,540)	36,237
INCREASE IN CASH	2,941	3,065
CASH - BEGINNING OF YEAR	3,065	-
CASH - END OF YEAR	$ 6,006	$ 3,065
SUPPLEMENTAL SCHEDULE OF NONCASH ACTIVITY:		
Members' contribution of equity	$ -	$ 10,086

The accompanying notes are an integral part of these financial statements

CFFC PROMOTIONS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

CFFC Promotions, LLC ("CFFC") promotes mixed martial arts cage fighting in the New York, New Jersey and Pennsylvania area. The Company was formed on January 28, 2014.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP").

Accounts Receivable

Accounts receivable are stated at the amounts management expects to collect. An allowance for doubtful accounts is recorded based on a combination of historical experience, aging analysis and information on specific accounts. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Management has determined that $22,625 allowance is required at December 31, 2015.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Routine maintenance and repairs and minor replacement costs are charged to expense as incurred, while expenditures that extend the life of these assets are capitalized. Depreciation and amortization are provided for in amounts sufficient to write off the cost of depreciable assets to operations over their estimated service lives. The Company uses the same depreciation method for both financial reporting and tax purposes. Upon the sale or retirement of property and equipment, the cost and related accumulated depreciation and amortization will be removed from the accounts and the resulting

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment (Continued)

profit or loss will be reflected in the statement of income. The estimated lives used to determine depreciation and amortization are:

Equipment	5 - 7 years

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonably assured.

Advertising Costs

Advertising costs, which are expensed as incurred, totaled approximately $13,797 and $21,230 for the years ended December 31, 2015 and 2014, respectively.

Income Taxes

The Company has elected to be treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable consists of the following at December 31, 2015 and 2014:

	2015	2014
Accounts receivable	33,125	-
Less allowance for doubtful accounts	(22,625)	-
Accounts receivable, net	$ 10,500	$ -

NOTE 4 – PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2015 and 2014:

	2015	2014
Equipment	10,086	10,086
Less accumulated depreciation	(4,279)	(1,600)
Property and equipment, net	$ 5,807	$ 8,486

Depreciation expense for the year ended December 31, 2015 and 2014 was $ 2,679 and $ 1,600, respectively.

NOTE 5 – RELATED PARTY TRANSACTIONS

On February 1, 2014, the Company entered into a note with Mr. Jerry Colombino for $100,000 and is due on February 1, 2017. In 2014 the short and long term portions are $36,000 and $46,000, respectively. In 2015 the Company paid $15,000 to reduce the Note Payable and agreed to defer all remaining payments until February 1, 2017. As of December 31, 2015, the Company has classified the remaining $67,000 as long term.

NOTE 6 – SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2015 through the date of the auditors' report, and has determined that it does not have any material subsequent events to disclose in these financial statements.

CFFC PROMOTIONS LLC
CONDENSED FINANCIAL STATEMENTS
JUNE 30, 2016
(UNAUDITED)

Financial Statements (Unaudited)

CFFC PROMOTIONS LLC
CONDENSED BALANCE SHEETS
(UNAUDITED)

	June 30, 2016	December 31, 2015
ASSETS		
CURRENT ASSETS		
Cash	$ 7,916	$ 6,006
Accounts receivable, net	5,068	10,500
Total current assets	12,984	16,506
Property and equipment - net	4,901	5,807
TOTAL ASSETS	$ 17,885	$ 22,313
LIABILITIES AND MEMBERS' DEFICIT		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 23,650	$ 23,650
Related party note payable	67,000	67,000
Total current liabilities	90,650	90,650
TOTAL LIABILITIES	90,650	90,650
Members' deficit	(72,765)	(68,337)
TOTAL LIABILITIES AND MEMBERS' DEFICIT	$ 17,885	$ 22,313

The accompanying notes are an integral part of these unaudited condensed financial statements

CFFC PROMOTIONS LLC
CONDENSED STATEMENTS OF INCOME
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,		FOR THE THREE MONTHS ENDED JUNE 30,	
	2016	**2015**	**2016**	**2015**
REVENUE	$ 311,907	$ 416,111	$ 91,738	$ 181,989
COST OF REVENUE	229,343	281,479	73,547	149,734
GROSS PROFIT	82,564	134,632	18,191	32,255
OPERATING EXPENSES				
General and administrative expenses	47,211	56,539	14,145	28,443
Professional and consulting fees	7,500	-	-	-
Depreciation	906	1,340	453	670
Total Operating Expenses	55,617	57,879	14,598	29,113
NET INCOME	$ 26,947	$ 76,753	$ 3,593	$ 3,142

The accompanying notes are an integral part of these unaudited condensed financial statements

CFFC PROMOTIONS LLC
CONDENSED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,	
	2016	**2015**
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 26,947	$ 76,753
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	906	1,340
Changes in assets and liabilities:		
Accounts receivable	5,432	(47,975)
Prepaid deposit	-	(4,000)
Net cash provided by operating activities	33,285	26,118
CASH FLOWS FROM FINANCING ACTIVITIES		
Members' distribution	(31,375)	(11,040)
Loans from related parties	-	(12,000)
Net cash used in financing activities	(31,375)	(23,040)
INCREASE IN CASH	1,910	3,078
CASH - BEGINNING OF PERIOD	6,006	3,065
CASH - END OF PERIOD	$ 7,916	6,143

The accompanying notes are an integral part of these unaudited condensed financial statements

CFFC PROMOTIONS LLC
NOTES TO CONDENSED FINANCIAL STATEMENTS
(UNAUDITED)

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

CFFC Promotions LLC ("CFFC") promotes mixed martial arts cage fighting in the New York, New Jersey and Pennsylvania tri-state area. The Company was formed on January 28, 2014.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited condensed financial statements are prepared in accordance with Rule 8-01 of Regulation S-X of the Securities Exchange Commission ("SEC").

Accordingly, certain information and note disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP") have been condensed or omitted pursuant to such rules and regulations. However, we believe that the disclosures included in these unaudited condensed financial statements are adequate to make the information presented not misleading. The unaudited condensed financial statements included in this document have been prepared on the same basis as the annual financial statements, and in our opinion reflect all adjustments, which include normal recurring adjustments necessary for a fair presentation in accordance with US GAAP and SEC regulations for interim financial statements. The results for the six months ended June 30, 2016 and 2015 are not necessarily indicative of the results that we will have for any subsequent period. These unaudited condensed financial statements should be read in conjunction with the audited financial statements and the notes to those statements for the year ended December 31, 2015.

Accounts Receivable

Accounts receivable are stated at the amounts management expects to collect. An allowance for doubtful accounts is recorded based on a combination of historical experience, aging analysis and information on specific accounts. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Management has determined that $22,625 allowance is required at June 30, 2016 and December 31, 2015.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

The preparation of the unaudited condensed financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonably assured.

Advertising Costs

Advertising costs, which are expensed as incurred, totaled approximately $3,527 and $260 for the period ended June 30, 2016 and 2015, respectively.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Company has elected to be treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these unaudited condensed financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable consists of the following at:

	June 30, 2016	December 31, 2015
Accounts receivable	27,693	33,125
Less allowance for doubtful accounts	(22,625)	(22,625)
Accounts receivable, net	$ 5,068	$ 10,500

NOTE 4 – PROPERTY AND EQUIPMENT

Property and equipment consists of the following at:

	June 30, 2016	December 31, 2015
Equipment	10,086	10,086
Less accumulated depreciation	(5,185)	(4,279)
Property and equipment, net	$ 4,901	$ 5,807

Depreciation expense for the period ended June 30, 2016 and 2015 was $906 and $910, respectively.

NOTE 5 – RELATED PARTY TRANSACTIONS

On February 1, 2014, the Company entered into a note with Mr. Jerry Colombino for $100,000 and is due on February 1, 2017. In 2015 the Company paid $15,000 to reduce the Note Payable to $67,000 and agreed to defer all remaining payments until February 1, 2017. As of June 30, 2016, the Company classified the remaining amount as current.

HOOSIER FIGHT CLUB PROMOTIONS, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Member
Hoosier Fight Club Promotions, LLC

We have audited the accompanying balance sheets of Hoosier Fight Club Promotions, LLC (the "Company") as of December 31, 2015 and 2014, and the statements of income, member's (deficit) equity, and cash flows for the years then ended. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

HOOSIER FIGHT CLUB PROMOTIONS, LLC
BALANCE SHEETS
DECEMBER 31, 2015 AND 2014

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 7,610	$ 1,974
Account receivable	2,995	-
	10,605	1,974
Property and equipment - net	534	801
TOTAL ASSETS	$ 11,139	$ 2,775
LIABILITIES AND MEMBER'S (DEFICIENCY) EQUITY		
CURRENT LIABILITIES		
Accrued expenses	9,000	
Ticket tax payable	2,185	-
Deferred revenue	7,500	-
TOTAL CURRENT LIABILITIES	18,685	-
TOTAL LIABILITIES	18,685	-
Member's (deficit) equity	(7,546)	2,775
LIABILITIES AND MEMBER'S (DEFICIENCY) EQUITY	$ 11,139	$ 2,775

The accompanying notes are an integral part of these financial statements

HOOSIER FIGHT CLUB PROMOTIONS, LLC
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
REVENUE	$ 172,315	$ 183,195
COST OF REVENUE	115,010	119,114
GROSS PROFIT	57,305	64,081
OPERATING EXPENSES		
General and administrative expenses	8,218	9,025
Professional and consulting fees	21,800	-
Depreciation	267	267
Total Operating Expenses	30,285	9,292
NET INCOME	$ 27,020	$ 54,789

The accompanying notes are an integral part of these financial statements

HOOSIER FIGHT CLUB PROMOTIONS, LLC
STATEMENT OF MEMBER'S (DEFICIENCY) EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2015

	Total
Balance, January 1, 2014	$ 3,432
Net Income	54,789
Distributions	(55,446)
Balance, December 31, 2014	2,775
Net Income	27,020
Contributions	16,680
Distributions	(54,021)
Balance, December 31, 2015	$ (7,546)

The accompanying notes are an integral part of these financial statements

HOOSIER FIGHT CLUB PROMOTIONS, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 27,020	$ 54,789
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	267	267
Changes in assets and liabilities:		
Accounts receivable	(2,995)	-
Accrued expenses	9,000	-
Ticket tax payable	2,185	-
Deferred revenue	7,500	-
Net cash provided by operating activities	42,977	55,056
CASH FLOWS FROM FINANCING ACTIVITIES		
Member's distribution	(54,021)	(55,446)
Member's contribution	16,680	-
Net cash used in financing activities	(37,341)	(55,446)
INCREASE (DECREASE) IN CASH	5,636	(390)
CASH - BEGINNING OF YEAR	1,974	2,364
CASH - END OF YEAR	$ 7,610	$ 1,974

The accompanying notes are an integral part of these financial statements

HOOSIER FIGHT CLUB PROMOTIONS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

Hoosier Fight Club Promotions, LLC was started in the State of Indiana on March 1, 2009. Hoosier Fight Club Promotions, LLC (HFC) continues to work towards rising above the status quo and taking local fight promotions to a higher level. HFC's focus is on becoming the premier Mixed Martial Arts (MMA) promoter in Northwest Indiana and the Chicagoland markets. The Porter County Expo Center has become home to HFC.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP").

Accounts Receivable

Accounts receivable are stated at the amounts management expects to collect. An allowance for doubtful accounts is recorded based on a combination of historical experience, aging analysis and information on specific accounts. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Management has determined that no allowance is required at December 31 2015 and 2014.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Routine maintenance and repairs and minor replacement costs are charged to expense as incurred, while expenditures that extend the life of these assets are capitalized. Depreciation and amortization are provided for in amounts sufficient to write off the cost of depreciable assets to operations over their estimated service lives. The Company uses the same depreciation method for both financial reporting and tax purposes. Upon the sale or retirement of property and equipment, the cost and related accumulated depreciation and amortization will be removed from the accounts and the resulting profit or loss will be reflected in the statement of income. The estimated lives used to determine depreciation and amortization are:

Equipment	5 years
Computer equipment	3 years

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonably assured.

Deferred Revenue

The Company received prepayment for sponsor revenue from a sponsor as the Company requires prepayment before the date of the event. As of December 31, 2015 and December 31, 2014, the Company had deferred revenue of $7,500 and nil, respectively. The Company recognizes revenue and decreases deferred revenue in accordance with its revenue recognition policy.

Income Taxes

The Company has elected to be treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2015 and 2014:

	2015	2014
Equipment	1,335	1,335
Less accumulated depreciation and amortization	(801)	(534)
Property and equipment, net	$ 534	$ 801

NOTE 4 – ACCRUED EXPENSES

Accrued expenses consists of the following at December 31, 2015 and 2014:

	2015	2014
Audit fee	9,000	-
Accrued expenses	$ 9,000	$ -

NOTE 5 – SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2015 through the date of the auditors' report, and has determined that it does not have any material subsequent events to disclose in these financial statements.

HOOSIER FIGHT CLUB PROMOTIONS, LLC
CONDENSED FINANCIAL STATEMENTS
JUNE 2016
(UNAUDITED)

HOOSIER FIGHT CLUB PROMOTIONS, LLC
CONDENSED FINANCIAL STATEMENTS
JUNE 30, 2016
(UNAUDITED)

Financial Statements (Unaudited)

HOOSIER FIGHT PROMOTIONS LLC
CONDENSED BALANCE SHEETS
(UNAUDITED)

	June 30, 2016	December 31, 2015
ASSETS		
CURRENT ASSETS		
Cash	$ 11,038	$ 7,610
Accounts receivable, net	-	2,995
Total current assets	11,038	10,605
Property and equipment - net	400	534
TOTAL ASSETS	$ 11,438	$ 11,139
LIABILITIES AND MEMBERS' DEFICIT		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 16,500	$ 9,000
Ticket tax payable	-	2,185
Deferred revenue	8,949	7,500
Total current liabilities	25,449	18,685
TOTAL LIABILITIES	25,449	18,685
Members' deficit	(14,011)	(7,546)
TOTAL LIABILITIES AND MEMBERS' DEFICIT	$ 11,438	$ 11,139

The accompanying notes are an integral part of these unaudited condensed financial statements

HOOSIER FIGHT PROMOTIONS LLC
CONDENSED STATEMENTS OF OPERATIONS
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,		FOR THE THREE MONTHS ENDED JUNE 30,	
	2016	**2015**	**2016**	**2015**
REVENUE	$ 140,362	$ 87,770	$ 91,562	$ 35,325
COST OF REVENUE	100,814	59,639	70,799	26,882
GROSS PROFIT	39,548	28,131	20,763	8,443
OPERATING EXPENSES				
General and administrative expenses	8,906	4,358	5,693	869
Professional and consulting fees	7,790	11,800	-	11,800
Depreciation	134	134	67	67
Total Operating Expenses	16,830	16,292	5,760	12,736
NET INCOME (LOSS)	$ 22,718	$ 11,839	$ 15,003	$ (4,293)

HOOSIER FIGHT PROMOTIONS LLC
CONDENSED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,	
	2016	**2015**
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 22,718	$ 11,839
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	134	134
Changes in assets and liabilities:		
Accounts receivable	2,995	-
Accrued expenses	7,500	-
Ticket tax payable	(2,185)	-
Deferred revenue	1,449	-
Net cash provided by operating activities	32,611	11,973
CASH FLOWS FROM FINANCING ACTIVITIES		
Members' distribution	(29,183)	(5,702)
Net cash used in financing activities	(29,183)	(5,702)
INCREASE IN CASH	3,428	6,271
CASH - BEGINNING OF PERIOD	7,610	1,974
CASH - END OF PERIOD	$ 11,038	$ 8,245

The accompanying notes are an integral part of these unaudited condensed financial statements

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

Hoosier Fight Club Promotions, LLC was started in the State of Indiana on March 1, 2009. Hoosier Fight Club Promotions (HFC) continues to work towards rising above the status quo and taking local fight promotions to a higher level. HFC's focus is on becoming the premier Mixed Martial Arts (MMA) promoter in Northwest Indiana and the Chicagoland markets. The Porter County Expo Center has become home to HFC.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited condensed financial statements are prepared in accordance with Rule 8-01 of Regulation S-X of the Securities Exchange Commission ("SEC").

Accordingly, certain information and note disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP") have been condensed or omitted pursuant to such rules and regulations. However, we believe that the disclosures included in these unaudited condensed financial statements are adequate to make the information presented not misleading. The unaudited condensed financial statements included in this document have been prepared on the same basis as the annual financial statements, and in our opinion reflect all adjustments, which include normal recurring adjustments necessary for a fair presentation in accordance with US GAAP and SEC regulations for interim financial statements. The results for the six months ended June 30, 2016 and 2015 are not necessarily indicative of the results that we will have for any subsequent period. These unaudited condensed financial statements should be read in conjunction with the audited financial statements and the notes to those statements for the year ended December 31, 2015.

Accounts Receivable

Accounts receivable are stated at the amounts management expects to collect. An allowance for doubtful accounts is recorded based on a combination of historical experience, aging analysis and information on specific accounts. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Management has determined that no allowance is required at June 30, 2016 and December 31, 2015.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

The preparation of the unaudited condensed financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the unaudited condensed financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonably assured.

Deferred Revenue

The Company received prepayment for sponsor revenue from a sponsor as the Company requires prepayment before the date of the event. As of June 30, 2016 and December 31, 2015, the Company had deferred revenue of $8,949 and $7,500, respectively. The Company recognizes revenue and decreases deferred revenue in accordance with its revenue recognition policy.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Company has elected to be treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these unaudited condensed financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment consists of the following at:

	June 30, 2016	December 31, 2015
Equipment	1,335	1,335
Less accumulated depreciation	(935)	(801)
Property and equipment, net	$ 400	$ 534

Depreciation expense for the period ended June 30, 2016 and 2015 was $134 and $134, respectively.

PUNCH DRUNK INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders of
Punch Drunk Inc.

We have audited the accompanying balance sheets of Punch Drunk Inc. (the "Company") as of December 31, 2015 and 2014, and the statements of income, changes in retained earnings (deficit), and cash flows for the years then ended. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

PUNCH DRUNK INC.
BALANCE SHEETS
DECEMBER 31, 2015 AND 2014

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 3,829	$ 7,829
	3,829	7,829
Property and equipment - net	13,009	22,192
TOTAL ASSETS	$ 16,838	$ 30,021
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 23,685	$ 9,673
Customer deposits	-	12,500
Short-term loan from related party	-	5,000
TOTAL CURRENT LIABILITIES	23,685	27,173
TOTAL LIABILITIES	23,685	27,173
STOCKHOLDERS' EQUITY (DEFICIT)		
Common stock, $.001 par value; 1,000 shares authorized 1,000 issued shares issued and outstanding	1	1
Retained earnings	(6,848)	2,847
TOTAL STOCKHOLDERS' EQUITY (DEFICIT)	(6,847)	2,848
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	$ 16,838	$ 30,021

The accompanying notes are an integral part of these financial statements

PUNCH DRUNK INC.
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
REVENUE	$ 285,415	$ 197,968
COST OF REVENUE	111,234	83,758
GROSS PROFIT	174,181	114,210
OPERATING EXPENSES		
General and administrative expenses	127,111	83,399
Professional and consulting fees	27,780	7,343
Depreciation and amortization	9,183	9,563
Total operating expenses	164,074	100,305
NET INCOME	$ 10,107	$ 13,905

The accompanying notes are an integral part of these financial statements

PUNCH DRUNK INC.
STATEMENT OF CHANGES IN RETAINED EARNINGS (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2015

	Total
Balance, January 1, 2014	$ 9,007
Net Income	13,905
Contributions	29,352
Distributions	(49,417)
Balance, December 31, 2014	2,847
Net Income	10,107
Contributions	3,610
Distributions	(23,412)
Balance, December 31, 2015	$ (6,848)

The accompanying notes are an integral part of these financial statements

PUNCH DRUNK INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 10,107	$ 13,905
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	9,183	9,563
Changes in assets and liabilities:		
Accounts payable and accrued expenses	14,012	(139)
Customer deposits	(12,500)	-
Net cash provided by operating activities	20,802	23,329
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	-	(8,649)
Net cash used in investing activities	-	(8,649)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from related parties	-	5,000
Repayment to related parties	(5,000)	-
Stockholders' contributions	3,610	29,352
Stockholders' distributions	(23,412)	(49,417)
Net cash used in financing activities	(24,802)	(15,065)
DECREASE IN CASH	(4,000)	(385)
CASH - BEGINNING OF YEAR	7,829	8,214
CASH - END OF YEAR	$ 3,829	$ 7,829

The accompanying notes are an integral part of these financial statements

PUNCH DRUNK INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

Punch Drunk Inc., also known as Combat Games MMA, was incorporated in the State of Washington on March 11, 2009. Punch Drunk Inc. continues to work towards rising above the status quo and taking local fight promotions to a higher level. Punch Drunk Inc.'s focus is on becoming the premier Mixed Martial Arts (MMA) promoter in northwest markets.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP").

Reclassifications

Certain reclassifications have been made to the 2014 financial statements to conform to the 2015 financial statements presentation. These reclassifications had no effect on balance sheet, net earnings or cash flows as previously reported.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Routine maintenance and repairs and minor replacement costs are charged to expense as incurred, while expenditures that extend the life of these assets are capitalized. Depreciation and amortization are provided for in amounts sufficient to write off the cost of depreciable assets to operations over their estimated service lives. The Company uses the same depreciation method for both financial reporting and tax purposes. Upon the sale or retirement of property and equipment, the cost and related accumulated depreciation and amortization will be removed from the accounts and the resulting profit or loss will be reflected in the statement of income.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment (Continued)

The estimated lives used to determine depreciation and amortization are:

Property and Equipment	5-7 years
Vehicles	5 years
Website	3 years

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon the successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonably assured. Customer deposits consist of amounts received from the customer for fight promotion and entertainment services to be provided in the next fiscal year. The Company receives these funds and recognizes them as a liability until the services are provided and revenue can be recognized.

Advertising Costs

Advertising costs, which are expensed as incurred, totaled approximately $6,243 and $4,932 for the years ended December 31, 2015 and 2014, respectively.

Income Taxes

The Company is treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2015 and 2014:

	2015	2014
Property and equipment	48,634	48,634
Vehicles	6,669	6,669
Website	3,450	3,450
Total Fixed Assets	58,753	58,753
Less accumulated depreciation and amortization	(45,744)	(36,561)
Property and equipment, net	$ 13,009	$ 22,192

Depreciation expense for the year ended December 31, 2015 and 2014 was $9,183 and $9,563, respectively.

NOTE 4 – SHORT-TERM LOAN FROM RELATED PARTY

On September 15, 2014, the Company secured a working capital loan in the amount of $5,000 from Jason Robinett, Vice President of Operations. The interest rate on the loan was zero percent. The Company repaid this loan in full in March, 2015.

NOTE 5 – SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2015 through the date of the auditors' report, and has determined that it does not have any material subsequent events to disclose in these financial statements.

PUNCH DRUNK INC.
CONDENSED FINANCIAL STATEMENTS
JUNE 30, 2016
(UNAUDITED)

PUNCH DRUNK INC.
CONDENSED FINANCIAL STATEMENTS
JUNE 2016
(UNAUDITED)

Financial Statements (Unaudited)

PUNCH DRUNK INC.
CONDENSED BALANCE SHEETS
(UNAUDITED)

	June 30, 2016	December 31, 2015
ASSETS		
CURRENT ASSETS		
Cash	$ 7,118	$ 3,829
Total current assets	7,118	3,829
Property and equipment - net	8,925	13,009
TOTAL ASSETS	$ 16,043	$ 16,838
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 29,489	$ 23,685
Total current liabilities	29,489	23,685
TOTAL LIABILITIES	29,489	23,685
STOCKHOLDERS' DEFICIT		
Common stock, $.001 par value; 1,000 shares authorized 1,000 issued shares issued and outstanding	1	1
Retained earnings	(13,447)	(6,848)
TOTAL STOCKHOLDERS' DEFICIT	(13,446)	(6,847)
TOTAL LIABILITIES STOCKHOLDERS' DEFICIT	$ 16,043	$ 16,838

The accompanying notes are an integral part of these unaudited condensed financial statements

PUNCH DRUNK INC.
CONDENSED STATEMENTS OF INCOME
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,		FOR THE THREE MONTHS ENDED JUNE 30,	
	2016	**2015**	**2016**	**2015**
REVENUE	$ 59,025	$ 165,505	$ 59,025	$ 105,929
COST OF REVENUE	26,128	59,964	26,128	33,574
GROSS PROFIT	32,897	105,541	32,897	72,355
OPERATING EXPENSES				
General and administrative expenses	12,983	67,202	10,548	37,041
Professional and consulting fees	8,900	2,280	900	1,140
Depreciation	4,084	4,869	2,040	2,573
Total Operating Expenses	25,967	74,351	13,488	40,754
NET INCOME	$ 6,930	$ 31,190	$ 19,409	$ 31,601

The accompanying notes are an integral part of these unaudited condensed financial statements

PUNCH DRUNK INC.
CONDENSED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,	
	2016	**2015**
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 6,930	$ 30,537
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	4,084	4,869
Changes in assets and liabilities:		
Accrued expenses	5,804	(1,649)
Net cash provided by operating activities	16,818	33,757
CASH FLOWS FROM FINANCING ACTIVITIES		
Members' distribution	(15,571)	(16,884)
Members' contribution	2,042	3,610
Loans from related parties	-	(3,000)
Net cash used in financing activities	(13,529)	(16,274)
INCREASE IN CASH	3,289	17,483
CASH - BEGINNING OF PERIOD	3,829	7,829
CASH - END OF PERIOD	$ 7,118	$ 25,312

The accompanying notes are an integral part of these unaudited condensed financial statements

PUNCH DRUNK INC.
NOTES TO CONDENSED FINANCIAL STATEMENTS
(UNAUDITED)

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

Punch Drunk Inc., also known as Combat Games MMA, was incorporated in the State of Washington on March 11, 2009. Punch Drunk Inc. continues to work towards rising above the status quo and taking local fight promotions to a higher level. Punch Drunk Inc.'s focus is on becoming the premier Mixed Martial Arts (MMA) promoter in northwest markets.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited condensed financial statements are prepared in accordance with Rule 8-01 of Regulation S-X of the Securities Exchange Commission ("SEC").

Accordingly, certain information and note disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP") have been condensed or omitted pursuant to such rules and regulations. However, we believe that the disclosures included in these financial statements are adequate to make the information presented not misleading. The unaudited condensed financial statements included in this document have been prepared on the same basis as the annual financial statements, and in our opinion reflect all adjustments, which include normal recurring adjustments necessary for a fair presentation in accordance with US GAAP and SEC regulations for interim financial statements. The results for the six months ended June 30, 2016 and 2015 are not necessarily indicative of the results that we will have for any subsequent period. These unaudited condensed financial statements should be read in conjunction with the audited financial statements and the notes to those statements for the year ended December 31, 2015.

Use of Estimates

The preparation of the unaudited condensed financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the unaudited condensed financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon the successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonably assured. Customer deposits consist of amounts received from the customer for fight promotion and entertainment services to be provided in the next period. The Company receives these funds and recognizes them as a liability until the services are provided and revenue can be recognized.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Company is treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these unaudited condensed financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment consists of the following at:

	June 30, 2016	December 31, 2015
Property and equipment	48,634	48,634
Vehicles	6,669	6,669
Website	3,450	3,450
Total Fixed Assets	58,753	58,753
Less accumulated depreciation	(49,828)	(45,744)
Property and equipment, net	$ 8,925	$ 13,009

Depreciation expense for the period ended June 30, 2016 and 2015 was $4,084 and $4,869, respectively.

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Members
Bang Time Entertainment, LLC

DBA Shogun Fights

We have audited the accompanying balance sheets of Bang Time Entertainment, LLC (the "Company") (DBA Shogun Fights) as of December 31, 2015 and 2014, and the statements of income, members' equity, and cash flows for the years then ended. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
BALANCE SHEETS
DECEMBER 31, 2015 AND 2014

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 11,842	$ 21,689
Accounts receivable, net	6,000	2,000
Total current assets	17,842	23,689
Property and equipment - net	142	737
TOTAL ASSETS	$ 17,984	$ 24,426
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	$ 17,500	$ 75
Total current liabilities	17,500	75
Members' equity	484	24,351
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 17,984	$ 24,426

The accompanying notes are an integral part of these financial statements

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
REVENUE	$ 537,872	$ 488,791
COST OF REVENUE	371,949	344,173
GROSS PROFIT	165,923	144,618
OPERATING EXPENSES		
General and administrative expenses	17,924	23,298
Bad debt expense	6,500	-
Professional and consulting fees	26,791	2,010
Depreciation	595	658
Total Operating Expenses	51,810	25,966
NET INCOME	$ 114,113	$ 118,652

The accompanying notes are an integral part of these financial statements

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
STATEMENT OF MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2015

	Total
Balance, January 1, 2014	$ 28,548
Net Income	118,652
Distributions	(122,849)
Balance, December 31, 2014	24,351
Net Income	114,113
Distributions	(142,980)
Contributions	5,000
Balance, December 31, 2015	$ 484

The accompanying notes are an integral part of these financial statements

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 114,113	$ 118,652
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	595	658
Bad debt expense	6,500	-
Changes in assets and liabilities:		
Accounts receivable	(10,500)	5,000
Accounts payable	17,425	(1,258)
Net cash provided by operating activities	128,133	123,052
CASH FLOWS FROM FINANCING ACTIVITIES		
Members' distribution	(142,980)	(122,849)
Members' contribution	5,000	-
Net cash used in financing activities	(137,980)	(122,849)
(DECREASE) INCREASE IN CASH	(9,847)	203
CASH - BEGINNING OF YEAR	21,689	21,486
CASH - END OF YEAR	$ 11,842	$ 21,689

The accompanying notes are an integral part of these financial statements

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

Bang Time Entertainment, LLC DBA Shogun Fights (the Company) is a Maryland limited liability company. The Company operates as a promoter for mixed martial arts events in the Baltimore, Maryland area.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP").

Accounts Receivable

Accounts receivable are stated at the amounts management expects to collect. An allowance for doubtful accounts is recorded based on a combination of historical experience, aging analysis and information on specific accounts. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Management has determined that $6,500 allowance is required at December 31, 2015.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Routine maintenance and repairs and minor replacement costs are charged to expense as incurred, while expenditures that extend the life of these assets are capitalized. Depreciation and amortization are provided for in amounts sufficient to write off the cost of depreciable assets to operations over their estimated service lives. The Company uses the same depreciation method for both financial reporting and tax purposes. Upon the sale or retirement of property and equipment, the cost and related accumulated depreciation and amortization will be removed from the accounts and the resulting profit or loss will be reflected in the statement of income. The estimated lives used to determine depreciation and amortization are:

Equipment	5 years
Computer equipment	3 years

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonably assured.

Income Taxes

The Company is treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable consists of the following at December 31, 2015 and 2014:

	2015	2014
Accounts receivable	12,500	2,000
Less allowance for doubtful accounts	(6,500)	-
Accounts receivable - net	$ 6,000	$ 2,000

NOTE 4 – PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2015 and 2014:

	2015	2014
Equipment	4,321	4,321
Less accumulated depreciation and amortization	(4,179)	(3,584)
Property and equipment, net	$ 142	$ 737

NOTE 5 – SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2015 through the date of the auditors' report, and has determined that it does not have any material subsequent events to disclose in these financial statements.

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
CONDENSED FINANCIAL STATEMENTS
JUNE 30, 2016
(UNAUDITED)

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
CONDENSED FINANCIAL STATEMENTS
JUNE 30, 2016
(UNAUDITED)

Financial Statements (Unaudited)

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
CONDENSED BALANCE SHEETS
(UNAUDITED)

	June 30, 2016	December 31, 2015
ASSETS		
CURRENT ASSETS		
Cash	$ 79,332	$ 11,842
Accounts receivable, net	23,400	6,000
Total current assets	102,732	17,842
Property and equipment - net	-	142
TOTAL ASSETS	$ 102,732	$ 17,984
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	$ 27,977	$ 17,500
Total current liabilities	27,977	17,500
Members' equity	74,755	484
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 102,732	$ 17,984

The accompanying notes are an integral part of these unaudited condensed financial statements

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
CONDENSED STATEMENTS OF INCOME
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,		FOR THE THREE MONTHS ENDED JUNE 30,	
	2016	**2015**	**2016**	**2015**
REVENUE	$ 302,274	$ 275,938	$ 302,274	$ 275,938
COST OF REVENUE	203,810	187,616	203,810	187,616
GROSS PROFIT	98,464	88,322	98,464	88,322
OPERATING EXPENSES				
General and administrative expenses	12,675	11,154	10,602	9,231
Professional and consulting fees	7,500	-	-	-
Depreciation	142	297	-	148
Total Operating Expenses	20,317	11,451	10,602	9,379
NET INCOME	$ 78,147	$ 76,871	$ 87,862	$ 78,943

The accompanying notes are an integral part of these unaudited condensed financial statements

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
CONDENSED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,	
	2016	**2015**
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 78,147	$ 76,871
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	142	297
Changes in assets and liabilities:		
Accounts receivable	(17,400)	(5,100)
Accounts payable	10,477	1,767
Net cash provided by operating activities	71,366	73,835
CASH FLOWS FROM FINANCING ACTIVITIES		
Members' distribution	(3,876)	-
Net cash used in financing activities	(3,876)	-
INCREASE IN CASH	67,490	73,835
CASH - BEGINNING OF PERIOD	11,842	21,689
CASH - END OF PERIOD	$ 79,332	$ 95,524

The accompanying notes are an integral part of these unaudited condensed financial statements

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
NOTES TO CONDENSED FINANCIAL STATEMENTS
(UNAUDITED)

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

Bang Time Entertainment, LLC DBA Shogun Fights (the Company) is a Maryland limited liability company. The Company operates as a promoter for mixed martial arts events in the Baltimore, Maryland area.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited condensed financial statements are prepared in accordance with Rule 8-01 of Regulation S-X of the Securities Exchange Commission ("SEC").

Accordingly, certain information and note disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP") have been condensed or omitted pursuant to such rules and regulations. However, we believe that the disclosures included in these unaudited condensed financial statements are adequate to make the information presented not misleading. The unaudited condensed financial statements included in this document have been prepared on the same basis as the annual financial statements, and in our opinion reflect all adjustments, which include normal recurring adjustments necessary for a fair presentation in accordance with US GAAP and SEC regulations for interim financial statements. The results for the six months ended June 30, 2016 and 2015 are not necessarily indicative of the results that we will have for any subsequent period. These unaudited condensed financial statements should be read in conjunction with the audited financial statements and the notes to those statements for the year ended December 31, 2015.

Accounts Receivable

Accounts receivable are stated at the amounts management expects to collect. An allowance for doubtful accounts is recorded based on a combination of historical experience, aging analysis and information on specific accounts. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Management has determined that $6,500 allowance is required at June 30, 2016 and December 31, 2015.

Use of Estimates

The preparation of the unaudited condensed financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the unaudited condensed financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates (continued)

Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonably assured.

Income Taxes

The Company is treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these unaudited condensed financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable consists of the following at:

	June 30, 2016	December 31, 2015
Accounts receivable	29,900	12,500
Less allowance for doubtful accounts	(6,500)	(6,500)
Accounts receivable - net	$ 23,400	$ 6,000

NOTE 4 – PROPERTY AND EQUIPMENT

Property and equipment consists of the following at:

	June 30, 2016	December 31, 2015
Equipment	4,321	4,321
Less accumulated depreciation	(4,321)	(4,179)
Property and equipment, net	$ -	$ 142

Depreciation expense for the period ended June 30, 2016 and 2015 was $142 and $297, respectively.

V3, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Management of
V3, LLC

We have audited the accompanying balance sheets of V3, LLC (the "Company") as of December 31, 2015 and 2014, and the statements of operations, members' deficit, and cash flows for the years then ended. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company's losses, negative cash flows from operations and working capital deficit raise substantial doubt its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of these uncertainties.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

V3, LLC
BALANCE SHEETS
DECEMBER 31, 2015 AND 2014

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 2,697	$ 5,000
Total current assets	2,697	5,000
TOTAL ASSETS	$ 2,697	$ 5,000
LIABILITIES AND MEMBERS' DEFICIT		
CURRENT LIABILITIES		
Accounts payable	$ 33,065	$ 15,212
Accrued expense	17,500	-
Total current liabilities	50,565	15,212
Members' deficit	(47,868)	(10,212)
TOTAL LIABILITIES AND MEMBERS' DEFICIT	$ 2,697	$ 5,000

The accompanying notes are an integral part of these financial statements

V3, LLC
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
REVENUE	$ 159,575	$ 174,967
COST OF REVENUE	122,564	145,010
GROSS PROFIT	37,011	29,957
OPERATING EXPENSES		
General and administrative expenses	35,845	32,489
Professional and consulting fees	28,210	-
Depreciation	-	1,464
Total Operating Expenses	64,055	33,953
NET LOSS	$ (27,044)	$ (3,996)

The accompanying notes are an integral part of these financial statements

V3, LLC
STATEMENT OF MEMBERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	Total
Balance, January 1, 2014	$ (1,296)
Net Loss	(3,996)
Distributions	(13,970)
Contributions	9,050
Balance, December 31, 2014	(10,212)
Net Loss	(27,044)
Distributions	(15,112)
Contributions	4,500
Balance, December 31, 2015	$ (47,868)

The accompanying notes are an integral part of these financial statements

V3, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (27,044)	$ (3,996)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	-	1,464
Changes in assets and liabilities:		
Other receivables	-	984
Accounts payable	17,853	10,392
Accrued expense	17,500	-
Net cash provided by operating activities	8,309	8,844
CASH FLOWS FROM FINANCING ACTIVITIES		
Members' distributions	(15,112)	(13,970)
Members' contribution	4,500	9,050
Net cash used in financing activities	(10,612)	(4,920)
(DECREASE) INCREASE IN CASH	(2,303)	3,924
CASH - BEGINNING OF YEAR	5,000	1,076
CASH - END OF YEAR	$ 2,697	$ 5,000

The accompanying notes are an integral part of these financial statements

V3, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

V3, LLC (the "Company") was founded in Memphis, TN as an amateur fighting circuit in 2009. The Company's mission is to provide quality professional MMA events for fans across the mid-south whether it be live, on television, online, or pay per view.

NOTE 2 – LIQUIDITY AND GOING CONCERN

The Company has incurred operating losses of $27,044 and $3,996 for the years ended December 31, 2015 and 2014, respectively. The Company has a working capital deficiency of $47,868 and $10,212 as of December 31, 2015 and 2014, respectively and a members' deficit of $47,868 and $10,212 at December 31, 2015 and 2014, respectively.

In order to continue as a going concern, the Company will need, among other things, additional capital resources. Management's plan is to obtain such resources for the Company by obtaining capital from additional common stock issuances. However management cannot provide any assurances that the Company will be successful in accomplishing any of its plans.

The ability of the Company to continue as a going concern is dependent upon its ability to successfully accomplish the plans described in the preceding paragraph and eventually secure other sources of financing and attain profitable operations. The accompanying financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP").

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Routine maintenance and repairs and minor replacement costs are charged to expense as incurred, while expenditures that extend the life of these assets are capitalized. Depreciation and amortization are provided for in amounts sufficient to write off the cost of depreciable assets to operations over their estimated service lives. The Company uses the same depreciation method for both financial reporting and tax purposes. Upon the sale or retirement of property and equipment, the cost and related accumulated depreciation and amortization will be removed from the accounts and the resulting profit or loss will be reflected in the statement of income. The estimated lives used to determine depreciation and amortization are:

Equipment	5 years
Computer equipment	3 years

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonable assured.

Advertising Costs

Advertising costs, which are expensed as incurred, totaled approximately $11,991 and $14,013 for the years ended December 31, 2015 and 2014, respectively.

Income Taxes

The Company is treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 4 – SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2015 through the date of the auditors' report, and has determined that it does not have any material subsequent events to disclose in these financial statements.

V3, LLC
CONDENSED FINANCIAL STATEMENTS
JUNE 30, 2016
(UNAUDITED)

V3, LLC
CONDENSED FINANCIAL STATEMENTS
JUNE 30, 2016
(UNAUDITED)

Financial Statements (Unaudited)

V3, LLC
CONDENSED BALANCE SHEETS
(UNAUDITED)

	June 30, 2016	December 31, 2015
ASSETS		
CURRENT ASSETS		
Cash	$ 1,293	$ 2,697
Total current assets	1,293	2,697
TOTAL ASSETS	$ 1,293	$ 2,697
LIABILITIES AND MEMBERS' DEFICIT		
CURRENT LIABILITIES		
Accounts payable	$ 25,804	$ 33,065
Accrued expenses	25,000	17,500
Total current liabilities	50,804	50,565
TOTAL LIABILITIES	50,804	50,565
Members' deficit	(49,511)	(47,868)
TOTAL LIABILITIES AND MEMBERS' DEFICIT	$ 1,293	$ 2,697

The accompanying notes are an integral part of these unaudited condensed financial statements

V3, LLC
CONDENSED STATEMENTS OF OPERATIONS
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,		FOR THE THREE MONTHS ENDED JUNE 30,	
	2016	**2015**	**2016**	**2015**
REVENUE	$ 76,946	$ 95,500	$ 38,652	$ 39,806
COST OF REVENUE	51,516	81,008	26,745	25,670
GROSS PROFIT	25,430	14,492	11,907	14,136
OPERATING EXPENSES				
General and administrative expenses	12,923	20,728	6,597	6,917
Professional and consulting fees	9,150	1,470	390	775
Total Operating Expenses	22,073	22,198	6,987	7,692
NET INCOME (LOSS)	$ 3,357	$ (7,706)	$ 4,920	6,444

The accompanying notes are an integral part of these unaudited condensed financial statements

V3, LLC
CONDENSED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,	
	2016	**2015**
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ 3,357	$ (7,706)
Changes in assets and liabilities:		
Accounts payable	(7,261)	7,068
Accrued expenses	7,500	-
Net cash provided by (used in) operating activities	3,596	(638)
CASH FLOWS FROM FINANCING ACTIVITIES		
Members' distribution	(8,000)	(3,982)
Members' contribution	3,000	3,000
Net cash used in financing activities	(5,000)	(982)
DECREASE IN CASH	(1,404)	(1,620)
CASH - BEGINNING OF PERIOD	2,697	5,000
CASH - END OF PERIOD	$ 1,293	$ 3,380

The accompanying notes are an integral part of these unaudited condensed financial statements

V3, LLC
NOTES TO CONDENSED FINANCIAL STATEMENTS
(UNAUDITED)

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

V3, LLC (the "Company") was founded in Memphis, TN as an amateur fighting circuit in 2009. The Company's mission is to provide quality professional MMA events for fans across the mid-south whether it be live, on television, online, or pay-per-view.

NOTE 2 – LIQUIDITY AND GOING CONCERN

The Company has incurred operating profit and loss of $3,357 and $(7,706) for the periods ended June 30, 2016 and 2015, respectively. The Company has a working capital deficiency of $49,511 and $47,868 as of June 30, 2016 and December 31, 2015, respectively and a members' deficit of $49,511 and $47,868 at June 30, 2016 and December 31, 2015, respectively.

In order to continue as a going concern, the Company will need, among other things, additional capital resources. Management's plan is to obtain such resources for the Company by obtaining capital from additional common stock issuances. However management cannot provide any assurances that the Company will be successful in accomplishing any of its plans.

The ability of the Company to continue as a going concern is dependent upon its ability to successfully accomplish the plans described in the preceding paragraph and eventually secure other sources of financing and attain profitable operations. The accompanying unaudited condensed financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited condensed financial statements are prepared in accordance with Rule 8-01 of Regulation S-X of the Securities Exchange Commission ("SEC").

Accordingly, certain information and note disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP") have been condensed or omitted pursuant to such rules and regulations. However, we believe that the disclosures included in these unaudited condensed financial statements are adequate to make the information presented not misleading. The unaudited condensed financial statements included in this document have been prepared on the same basis as the annual financial statements, and in our opinion reflect all adjustments, which include normal recurring adjustments necessary for a fair presentation in accordance with US GAAP and SEC regulations for interim financial statements. The results for the three months ended March 31, 2016 and 2015 are not necessarily indicative of the results that we will have for any subsequent period. These unaudited condensed financial statements should be read in conjunction with the audited financial statements and the notes to those statements for the year ended December 31, 2015.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

The preparation of the unaudited condensed financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the unaudited condensed financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonable assured.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Company is treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these unaudited condensed financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

GO FIGHT NET, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Management of
Go Fight Net, Inc.

We have audited the accompanying balance sheets of Go Fight Net, Inc. (the "Company") as of December 31, 2015 and 2014, and the statements of operations, stockholders' equity, and cash flows for the years then ended. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

GO FIGHT NET, INC.
BALANCE SHEETS
DECEMBER 31, 2015 AND 2014

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 74,532	$ 84,414
	74,532	84,414
Property and equipment - net	37,037	73,336
TOTAL ASSETS	$ 111,569	$ 157,750
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 19,962	$ 18,202
401K payable	24,000	20,000
TOTAL CURRENT LIABILITIES	43,962	38,202
TOTAL LIABILITIES	43,962	38,202
STOCKHOLDERS' EQUITY		
Common stock, $.001 par value; 20,000,000 shares authorized 8,000,000 shares issued and outstanding	8,000	8,000
Retained earnings	59,607	111,548
TOTAL STOCKHOLDERS' EQUITY	67,607	119,548
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 111,569	$ 157,750

The accompanying notes are an integral part of these financial statements

GO FIGHT NET, INC.
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
REVENUE	$ 496,233	$ 624,142
COST OF REVENUE	318,587	410,814
GROSS PROFIT	177,646	213,328
OPERATING EXPENSES		
General and administrative expenses	169,708	157,724
Professional and consulting fees	23,580	7,965
Depreciation and amortization	36,299	32,516
Total operating expenses	229,587	198,205
Net (Loss) Income	$ (51,941)	$ 15,123

The accompanying notes are an integral part of these financial statements

GO FIGHT NET, INC.
STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2015

	Common Stock		Retained	
	Shares	Amount	Earnings	Total
Balance, January 1, 2014	8,000,000	8,000	96,425	104,425
Net income			15,123	15,123
Balance, December 31, 2014	8,000,000	$ 8,000	$ 111,548	$ 119,548
Net loss			(51,941)	(51,941)
Balance, December 31, 2015	8,000,000	$ 8,000	$ 59,607	$ 67,607

The accompanying notes are an integral part of these financial statements

GO FIGHT NET, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net (loss) income	$ (51,941)	$ 15,123
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation	36,299	32,516
Changes in assets and liabilities:		
Accounts payable and accrued expenses	1,760	17,179
401K payable	4,000	20,000
Net cash (used in) provided by operating activities	(9,882)	84,818
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	-	(40,575)
Net cash used in investing activities	-	(40,575)
(DECREASE) INCREASE IN CASH	(9,882)	44,243
CASH - BEGINNING OF YEAR	84,414	40,171
CASH - END OF YEAR	$ 74,532	$ 84,414

The accompanying notes are an integral part of these financial statements

GO FIGHT NET, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

Go Fight Net, Inc. ("GFL" or "the Company") is a sports media company and brand focusing on the combat sports marketplace. The Company combines proprietary technology with content production and acquisition to deliver diverse and compelling content to a global audience. Our content is distributed globally in all broadcast mediums through our proprietary distribution platform via cable/Satellite, Internet, IPTV and mobile protocols.

GFL by the Numbers:

- Broadcast an average of 450 live events annually (2,500 events since 2008) to viewers in 199 countries.
- Produced 150 weekly episodes of the GFL "real fights" series airing on Comcast Sports Net, SNY and other networks globally – this series continues to air weekly.
- More than 25,000 fighters in our database comprising over 18,000 fights.
- More than 10,000 titles comprising approximately 10,000 hours of video - adding 1200 hours annually to our library.

Technology Platform

The Company has built a scalable online master control that enables a wide range of functionality in the ingest and delivery of large amounts of data and video to viewers using a broad range of devices and formats to access its content.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP").

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate could change in the near term due to one or more future non-confirming events. Accordingly, the actual results could differ significantly from estimates.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

The Company acts as a producer, distributor and licensor of video content. Our online video content is offered on a pay per view ("ppv") basis for ourselves and our promoter clients. We record revenue on pay per view transactions upon receipt of payment to our credit processing partners. The Company charges viewers a fee per pay per view purchase transaction for entitling a viewer to watch the desired video. The Company records revenue net of a fee for the credit card processing cost per transaction. The Company maintains all revenues from videos we film for ourselves and distribute a profit share, typically 50% to promoters who use our streaming services. The Company generates revenues from video production services, and books this revenue upon completion of the video production project. The Company generates revenues from licensing the rights to videos to networks overseas and domestically, and books those revenues upon delivery of content. To the extent there are issues (i) watching a video (ii) with our production services or (iii) with the quality of a video we send out for distribution to a network we would issue a partial or full refund based on the circumstances. Given the nature of our business, these refund requests come within days of delivery, thus we would not anticipate any refund request in excess of 30 days from a ppv purchase, a license delivery or video production performance. The Company has reserves of $2,099 and $4,029 for the years ended 2014 and 2015, respectively.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. The Company computes depreciation and amortization using the straight-line method over the estimated useful lives of the assets acquired as follows:

Computers	3 years
Production Equipment	3 years
Video Library equipment	5 years
Vehicle	3 years

Income Taxes

The Company uses the asset and liability method of accounting for income taxes in accordance with ASC Topic 740, "Income Taxes." Under this method, income tax expense is recognized for the amount of: (i) taxes payable or refundable for the current year and (ii) deferred tax consequences of temporary differences resulting from matters that have been recognized in an entity's financial statements or tax returns. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the results of operations in the period that includes the enactment date.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes (Continued)

A valuation allowance is provided to reduce the deferred tax assets reported if based on the weight of the available positive and negative evidence, it is more likely than not some portion or all of the deferred tax assets will not be realized.

ASC Topic 740.10.30 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements and prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC Topic 740.10.40 provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. We have no material uncertain tax positions for any of the reporting periods presented.

NOTE 3 – PROPERTY AND EQUIPMENT-NET

	2015	2014
Computers	$ 13,565	$ 13,565
Production equipment	95,710	95,710
Video library equipment	10,000	10,000
Vehicle	6,500	6,500
Total fixed assets	125,775	125,775
Less accumulated depreciation and amortization	(88,738)	(52,439)
Property and equipment, net	$ 37,037	$ 73,336

Depreciation expense for the year ended December 31, 2015 and 2014 was $ 36,299 and $ 32,516, respectively.

NOTE 4 – 401K PAYABLE

The Company maintains a contributory profit sharing plan as defined under Section 401(k) of the U.S. Internal Revenue Code covering one employee. In 2015 and 2014, the Company accrued $5,000 on a quarterly basis to set up this plan. The Company contributions during the years ended December 31, 2015 and 2014 were approximately $20,000 and $20,000, respectively. The Company contributed the full 2014 contribution of $20,000 in March 2015 and paid $16,500 of the 2015 contribution in the first quarter of 2016. As of December 31, 2015 the Company also owes $4,000 of payroll withholdings. The Company owes $24,000 and $20,000 in total to the 401(k) plan as of December 31, 2015 and 2014, respectively.

NOTE 5 – SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2015 through the date of the auditors' report, and has determined that it does not have any material subsequent events to disclose in these financial statements.

GO FIGHT NET, INC.
CONDENSED FINANCIAL STATEMENTS
JUNE 30, 2016
(UNAUDITED)

GO FIGHT NET, INC.
CONDENSED FINANCIAL STATEMENTS
JUNE 30, 2016
(UNAUDITED)

Financial Statements (Unaudited)

GO FIGHT NET, INC.
CONDENSED BALANCE SHEETS
(UNAUDITED)

	June 30, 2016	December 31, 2015
ASSETS		
CURRENT ASSETS		
Cash	$ 83,148	$ 74,532
Accounts receivable, net	4,500	-
Total current assets	87,648	74,532
Property and equipment - net	23,165	37,037
TOTAL ASSETS	$ 110,813	$ 111,569
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 23,453	$ 19,962
401K payable	17,000	24,000
Total current liabilities	40,453	43,962
TOTAL LIABILITIES	40,453	43,962
STOCKHOLDERS' EQUITY		
Common stock, $.001 par value; 20,000,000 shares authorized 8,000,000 shares issued and outstanding	8,000	8,000
Retained earnings	62,360	59,607
TOTAL STOCKHOLDERS' EQUITY	70,360	67,607
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 110,813	$ 111,569

The accompanying notes are an integral part of these unaudited condensed financial statements

GO FIGHT NET, INC.
CONDENSED STATEMENTS OF OPERATIONS
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,		FOR THE THREE MONTHS ENDED JUNE 30,	
	2016	**2015**	**2016**	**2015**
REVENUE	$ 276,657	$ 315,935	$ 174,841	$ 138,686
COST OF REVENUE	164,854	177,440	100,626	76,843
GROSS PROFIT	111,803	138,495	74,215	61,843
OPERATING EXPENSES				
General and administrative expenses	84,999	83,142	47,458	49,587
Professional and consulting fees	10,180	4,335	2,680	4,335
Depreciation	13,872	18,244	6,936	9,169
Total Operating Expenses	109,051	105,721	57,074	63,091
NET INCOME (LOSS)	$ 2,752	$ 32,774	$ 17,141	$ (1,248)

The accompanying notes are an integral part of these unaudited condensed financial statements

GO FIGHT NET, INC.
CONDENSED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,	
	2016	**2015**
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 2,752	$ 32,774
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	13,872	18,244
Changes in assets and liabilities:		
Accounts receivable	(4,500)	-
Accounts payable	3,492	(18,833)
401K payable	(7,000)	(5,000)
Net cash provided by operating activities	8,616	27,185
INCREASE IN CASH	8,616	27,185
CASH - BEGINNING OF PERIOD	74,532	84,414
CASH - END OF PERIOD	$ 83,148	$ 111,599

The accompanying notes are an integral part of these unaudited condensed financial statements

GO FIGHT NET, INC.
NOTES TO CONDENSED FINANCIAL STATEMENTS
(UNAUDITED)

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

Go Fight Net, Inc. ("GFL" or "the Company") is a sports media company and brand focusing on the combat sports marketplace. The Company combines proprietary technology with content production and acquisition to deliver diverse and compelling content to a global audience. Our content is distributed globally in all broadcast mediums through our proprietary distribution platform via cable/Satellite, Internet, IPTV and mobile protocols.

GFL by the Numbers:

- Broadcast an average of 450 live events annually (2,500 events since 2008) to viewers in 199 countries.
- Produced 150 weekly episodes of the GFL "real fights" series airing on Comcast Sports Net, SNY and other networks globally – this series continues to air weekly.
- More than 25,000 fighters in our database comprising over 18,000 fights.
- More than 10,000 titles comprising approximately 10,000 hours of video - adding 1200 hrs annually to our library.

Technology Platform

The Company has built a scalable online master control that enables a wide range of functionality in the ingest and delivery of large amounts of data and video to viewers using a broad range of devices and formats to access its content.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited condensed financial statements are prepared in accordance with Rule 8-01 of Regulation S-X of the Securities Exchange Commission ("SEC").

Accordingly, certain information and note disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP") have been condensed or omitted pursuant to such rules and regulations. However, we believe that the disclosures included in these unaudited condensed financial statements are adequate to make the information presented not misleading. The unaudited condensed financial statements included in this document have been prepared on the same basis as the annual financial statements, and in our opinion reflect all adjustments, which include normal recurring adjustments necessary for a fair presentation in accordance with US GAAP and SEC regulations for interim financial statements. The results for the six months ended June 30, 2016 and 2015 are not necessarily indicative of the results that we will have for any subsequent period. These unaudited condensed financial statements should be read in conjunction with the audited financial statements and the notes to those statements for the year ended December 31, 2015.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

Accounts receivable are stated at the amounts management expects to collect. An allowance for doubtful accounts is recorded based on a combination of historical experience, aging analysis and information on specific accounts. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Management has determined that no allowance is required at June 30, 2016 or December 31, 2015.

Use of Estimates

The preparation of the unaudited condensed financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the unaudited condensed financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

Revenue Recognition

The Company acts as a producer, distributor and licensor of video content. Our online video content is offered on a pay per view (“ppv”) basis for ourselves and our promoter clients. We record revenue on pay per view transactions upon receipt of payment to our credit processing partners. The Company charges viewers a fee per pay per view purchase transaction for entitling a viewer to watch the desired video. The Company records revenue net of a fee for the credit card processing cost per transaction. The Company maintains all revenues from videos we film for ourselves and distribute a profit share, typically 50% to promoters who use our streaming services. The Company generates revenues from video production services, and books this revenue upon completion of the video production project. The Company generates revenues from licensing the rights to videos to networks overseas and domestically, and books those revenues upon delivery of content. To the extent there are issues (i) watching a video (ii) with our production services or (iii) with the quality of a video we send out for distribution to a network we would issue a partial or full refund based on the circumstances. Given the nature of our business, these refund requests come within days of delivery, thus we would not anticipate any refund request in excess of 30 days from a ppv purchase, a license delivery or video production performance. The Company has reserves of $3,363 and $1,570 for the periods ended June 30, 2016 and 2015, respectively.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Company uses the asset and liability method of accounting for income taxes in accordance with ASC Topic 740, "Income Taxes." Under this method, income tax expense is recognized for the amount of: (i) taxes payable or refundable for the current year and (ii) deferred tax consequences of temporary differences resulting from matters that have been recognized in an entity's financial statements or tax returns. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the results of operations in the period that includes the enactment date.

A valuation allowance is provided to reduce the deferred tax assets reported if based on the weight of the available positive and negative evidence, it is more likely than not some portion or all of the deferred tax assets will not be realized.

ASC Topic 740.10.30 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements and prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC Topic 740.10.40 provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. We have no material uncertain tax positions for any of the reporting periods presented.

NOTE 3 – PROPERTY AND EQUIPMENT-NET

Property and equipment consists of the following at:

	June 30, 2016	December 31, 2015
Computers	$ 13,565	$ 13,565
Production equipment	95,710	95,710
Video library equipment	10,000	10,000
Vehicle	6,500	6,500
Total fixed assets	125,775	125,775
Less accumulated depreciation	(102,610)	(88,738)
Property and equipment, net	$ 23,165	$ 37,037

Depreciation expense for the period ended June 30, 2016 and 2015 was $13,872 and $18,244, respectively.

NOTE 4 – 401K PAYABLE

The Company maintains a contributory profit sharing plan as defined under Section 401(k) of the U.S. Internal Revenue Code covering one employee. At December 31, 2015, the Company had a 401 (k) accrual totaling $24,000. In 2016, the Company accrued an additional $20,000 to the 401 (k) accrual and paid down $27,000 bringing the total payable to $17,000 at June 30, 2016.

Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Management of
CageTix LLC

We have audited the accompanying balance sheets of CageTix LLC (the "Company") as of December 31, 2015 and 2014, and the related statements of income, members' deficit, and cash flows for the years ended December 31, 2015 and 2014. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, audits of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

CAGETIX LLC
BALANCE SHEETS
DECEMBER 31, 2015 AND 2014

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 57,334	$ 14,747
TOTAL ASSETS	$ 57,334	$ 14,747
LIABILITIES AND MEMBERS' DEFICIENCY		
CURRENT LIABILITIES		
Accounts payable	62,449	25,432
Accrued expenses	19,721	-
Total current liabilities	82,170	25,432
Members' deficit	(24,836)	(10,685)
TOTAL LIABILITIES AND MEMBERS' DEFICIENCY	$ 57,334	$ 14,747

The accompanying notes are an integral part of these financial statements

CAGETIX LLC
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
NET REVENUE	$ 72,020	$ 53,548
OPERATING EXPENSES	34,102	15,055
NET INCOME	$ 37,918	$ 38,493

The accompanying notes are an integral part of these financial statements

CAGETIX LLC
STATEMENT OF MEMBERS' DEFICIENCY
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2015

	Total
Balance, January 1, 2014	(10,828)
Net Income	38,493
Contributions	14,775
Distributions	(53,125)
Balance, December 31, 2014	$ (10,685)
Net Income	37,918
Contributions	9,150
Distributions	(61,219)
Balance, December 31, 2015	$ (24,836)

The accompanying notes are an integral part of these financial statements.

CAGETIX LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 37,918	$ 38,493
Changes in assets and liabilities:		
Accounts payable	37,017	8,201
Accrued expenses	19,721	-
Net cash provided by operating activities	94,656	46,694
CASH FLOWS FROM FINANCING ACTIVITIES		
Members' contributions	9,150	14,775
Members' distributions	(61,219)	(53,125)
Net cash used in financing activities	(52,069)	(38,350)
INCREASE IN CASH	42,587	8,344
CASH - BEGINNING OF YEAR	14,747	6,403
CASH - END OF YEAR	$ 57,334	$ 14,747

The accompanying notes are an integral part of these financial statements

CAGETIX LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

CageTix LLC allows fighters to sell consigned tickets online and have sales tracked for promoters**.** The Company is the first group sales service to focus specifically on Mixed Martial Arts and expanded in 2015 to additional combat sports.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP").

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

Revenue Recognition

The Company acts as an agent for ticket sales for promoters and records revenue upon receipt of cash from the credit card companies. The Company charges a fee per transaction for collecting the cash on ticket sales and remits the remaining amount to the promoter upon completion of the event or request for advance from the promoter. The Company's fee is non-refundable and is recognized immediately as it is not tied to the completion of the event. The Company recognizes revenue upon receipt from the credit card companies due to the following: the fee is fixed and determined and the service of collecting the cash for the promoter has been rendered and collection has occurred.

Income Taxes

The Company is treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 – REVENUE

	2015	2014
Ticket sales	$ 1,028,468	$ 766,008
Promoter portion	(956,448)	(712,460)
Net Revenue	$ 72,020	$ 53,548

NOTE 4 – CONCENTRATIONS

Sales to one customer were approximately 22% and 16% of net sales, respectively, for the years ended December 31, 2015 and 2014.

NOTE 5 – SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2015 through the date of the auditors' report, and has determined that it does not have any material subsequent events to disclose in these financial statements.

CageTix, LLC
CONDENSED FINANCIAL STATEMENTS
JUNE 30, 2016
(UNAUDITED)

Cagetix, LLC
NOTES TO CONDENSED FINANCIAL STATEMENTS
JUNE 30, 2016

(UNAUDITED)

Financial Statements (Unaudited)

CageTix, LLC
CONDENSED BALANCE SHEETS
(UNAUDITED)

	June 30, 2016	December 31, 2015
ASSETS		
CURRENT ASSETS		
Cash	$ 60,506	$ 57,334
TOTAL ASSETS	$ 60,506	$ 57,334
LIABILITIES AND MEMBERS' DEFICIT		
CURRENT LIABITIES		
Accounts payable	92,894	62,449
Accrued expenses	29,160	19,721
Total current liabilities	122,054	82,170
Members' deficit	(61,548)	(24,836)
TOTAL LIABILITIES AND MEMBERS' DEFICIT	$ 60,506	$ 57,334

The accompanying notes are an integral part of these unaudited condensed financial statements

CageTix, LLC
CONDENSED STATEMENTS OF INCOME
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,		FOR THE THREE MONTHS ENDED JUNE 30,	
	2016	**2015**	**2016**	**2015**
NET REVENUE	$ 57,428	$ 35,673	$ 24,858	$ 14,992
OPERATING EXPENSES	17,371	4,778	4,761	2,436
NET INCOME	$ 40,057	30,895	$ 20,097	$ 12,556

The accompanying notes are an integral part of these unaudited condensed financial statements

CageTix, LLC
CONDENSED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JUNE 30,	
	2016	**2015**
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 40,057	$ 30,895
Changes in assets and liabilities:		
Accounts payable	30,444	(3,148)
Accrued expenses	9,439	-
Net cash provided by operating activities	79,940	27,747
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions to members	(76,768)	(29,127)
Net cash used in financing activities	(76,768)	(29,127)
INCREASE (DECREASE) IN CASH	3,172	(1,380)
CASH - BEGINNING OF PERIOD	57,334	14,747
CASH - END OF PERIOD	$ 60,506	$ 13,367

The accompanying notes are an integral part of these unaudited condensed financial statements

NOTE 1 – DESCRIPTION OF BUSINESS

Nature of Business

CageTix, LLC allows fighters to sell consigned tickets online and have sales tracked for promoters**.** The Company is the first group sales service to focus specifically on Mixed Martial Arts and expanded in 2015 to additional combat sports.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited condensed financial statements are prepared in accordance with Rule 8-01 of Regulation S-X of the Securities Exchange Commission ("SEC").

Accordingly, certain information and note disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP") have been condensed or omitted pursuant to such rules and regulations. However, we believe that the disclosures included in these unaudited condensed financial statements are adequate to make the information presented not misleading. The unaudited condensed financial statements included in this document have been prepared on the same basis as the annual financial statements, and in our opinion reflect all adjustments, which include normal recurring adjustments necessary for a fair presentation in accordance with US GAAP and SEC regulations for interim financial statements. The results for the six months ended June 30, 2016 and 2015 are not necessarily indicative of the results that we will have for any subsequent period. These unaudited condensed financial statements should be read in conjunction with the audited financial statements and the notes to those statements for the year ended December 31, 2015.

Use of Estimates

The preparation of the unaudited condensed financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the unaudited condensed financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

The Company acts as an agent for ticket sales for promoters and records revenue upon receipt of cash from the credit card companies. The Company charges a fee per transaction for collecting the cash on ticket sales and remits the remaining amount to the promoter upon completion of the event or request for advance from the promoter. The Company's fee is non-refundable and is recognized immediately as it is not tied to the completion of the event. The Company recognizes revenue upon receipt from the credit card companies due to the following: the fee is fixed and determined and the service of collecting the cash for the promoter has been rendered and collection has occurred.

Income Taxes

The Company is treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these unaudited condensed financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 – REVENUE

	Six Months Ended June 30,	
	2016	2015
Ticket sales	$ 897,676	$ 487,859
Promoter portion	(840,248)	(452,186)
Net Revenue	$ 57,428	$ 35,637

NOTE 4 – CONCENTRATIONS

Sales to two customers were approximately $9,800 (17%) and $4,600 (8%) of net sales for the period ended June 30, 2016. There were no customers with a concentration of greater than 10% for the period ended June 30, 2015.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the estimated costs and expenses to be incurred in connection with the issuance and distribution of the securities of Alliance MMA, Inc. (the "Registrant") which are registered under this Registration Statement on Form S-1 (this "Registration Statement"), other than selling agent discounts and commissions. All amounts are estimates except the Securities and Exchange Commission registration fee and the Financial Industry Regulatory Authority, Inc. filing fee.

The following expenses will be borne solely by the Registrant.

	Amount to be Paid
SEC Registration fee	$ 1,747
Financial Industry Regulatory Authority, Inc. filing fee	$ 3,031
Nasdaq Listing fees	$ 50,000
Printing and engraving expenses	$ 5,500
Legal fees and expenses	$ 175,000
Accounting fees and expenses	$ 150,000
Transfer Agent's fees	$ 5,000
Miscellaneous fees and expenses	$ 10,000
Total	400,278

Item 14. Indemnification of Directors and Officers.

Pursuant to Section 145 of the Delaware General Corporation Law (the "DGCL"), a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than a derivative action by or in the right of such corporation) by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or serving at the request of such corporation in such capacity for another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of such corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

The DGCL also permits indemnification by a corporation under similar circumstances for expenses (including attorneys' fees) actually and reasonably incurred by such persons in connection with the defense or settlement of a derivative action or suit, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to such corporation unless the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

To the extent a present or former director or officer is successful in the defense of such an action, suit or proceeding referenced above, or in defense of any claim, issue or matter therein, a corporation is required by the DGCL to indemnify such person for actual and reasonable expenses incurred in connection therewith. Expenses (including attorneys' fees) incurred by such persons in defending any action, suit or proceeding may be paid in advance of the final disposition of such action, suit or proceeding upon in the case of a current officer or director, receipt of an undertaking by or on behalf of such person to repay such amount if it is ultimately determined that such person is not entitled to be so indemnified.

The DGCL provides that the indemnification described above shall not be deemed exclusive of other indemnification that may be granted by a corporation pursuant to its bylaws, disinterested directors' vote, stockholders' vote and agreement or otherwise.

Section 102(b)(7) of the DGCL enables a corporation, in its certificate of incorporation or an amendment thereto, to eliminate or limit the personal liability of a director to the corporation or its stockholders for monetary damages for violations of the directors' fiduciary duty, except (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions) or (iv) for any transaction from which a director derived an improper personal benefit. The Registrant's certificate of incorporation provides for such limitations on liability for its directors.

The DGCL also provides corporations with the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation in a similar capacity for another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability as described above. In connection with this offering, the Registrant will obtain liability insurance for its directors and officers. Such insurance would be available to its directors and officers in accordance with its terms.

The Registrant's certificate of incorporation in requires the Registrant to indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "covered person") who was or is made or is threatened to be made a party or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he or she is or was a director, officer or member of a committee of the Registrant, or, while a director or officer of the Registrant, is or was serving at the request of the Registrant as a director or officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees), judgment, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with a proceeding.

In addition, under the Registrant's certificate of incorporation, in certain circumstances, the Registrant shall pay the expenses (including attorneys' fees) incurred by a covered person in defending a proceeding in advance of the final disposition of such proceeding; provided, however, that the Registrant shall not be required to advance any expenses to a person against whom the Registrant directly brings an action, suit or proceeding alleging that such person (1) committed an act or omission not in good faith or (2) committed an act of intentional misconduct or a knowing violation of law. Additionally, an advancement of expenses incurred by a covered person shall be made only upon delivery to the Registrant of an undertaking, by or on behalf of such covered person, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal or otherwise in accordance with Delaware law that such covered person is not entitled to be indemnified for such expenses.

The foregoing statements are subject to the full text of the Registrant's certificate of incorporation, which is filed as Exhibit 3.1 hereto. Reference is made to the form of selling agent agreement to be filed as Exhibit 1.1 hereto for provisions providing that the selling agent is obligated under certain circumstances, to indemnify our directors, officers and controlling persons against certain liabilities under the Securities Act of 1933, as amended.

Item 15. Recent Sales of Unregistered Securities.

In the three years preceding the filing of this Registration Statement, the Registrant has not issued any securities except as follows:

On the date of our formation we issued 5,289,136 shares of our common stock in a transaction not involving a public offering in reliance on Section 4(2) of the Securities Act in consideration for $5,289, which represents the par value of the shares, solely to accredited investors.

Upon the effective date of the registration statement of which this prospectus is a part, and listing of our common stock on the Nasdaq Capital Market, we will issue an aggregate of 1,377,531 shares of our common stock to the stockholders and members of the Target Companies and Hoss.

None of these transactions involved any underwriting discounts or commissions, or any public offering. We believe that each of the foregoing issuances was exempt from registration under the Securities Act in reliance on Section 4(a)(2) of the Securities Act regarding transactions not involving a public offering.

Item 16. Exhibits and Financial Statement Schedules.

(a) ***Exhibits***: Reference is made to the Exhibit Index following the signature pages hereto, which Exhibit Index is hereby incorporated into this Item.

(b) ***Financial Statement Schedules***: All schedules are omitted because the required information is inapplicable or the information is presented in the financial statements and the related notes.

Item 17. Undertakings

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a twenty (20) percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) If the Registrant is relying on Rule 430B (§230.430B of this chapter):

(A) Each prospectus filed by the Registrant pursuant to Rule 424(b)(3) (§230.424(b)(3) of this chapter) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) (§230.424(b)(2), (b)(5), or (b)(7) of this chapter) as part of a registration statement in reliance or Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) (§230.415(a)(1)(i), (vii), or (x) of this chapter) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of an included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability proposes of the issuer and any person that is at that date an underwriter such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchase with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

(ii) If the Registrant is subject to Rule 430C (§230.430C of this chapter), each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A (§230.430A of this chapter), shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the Registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned Registrant undertakes that in a primary offering of securities of the undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424 (§230.424 of this chapter);

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned Registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

(6) That insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes to provide to the selling agent at the closing specified in the selling agent agreement certificates in such denominations and registered in such names as required by the selling agent to permit prompt delivery to each purchaser.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, New York, on August 16, 2016.

Alliance MMA, Inc.

By: /s/ Paul K. Danner, III
Paul K. Danner, III, Chief Executive Officer and Director
(Principal Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Paul K. Danner, III
Paul K. Danner, III, Chief Executive Officer and Director (Principal Executive Officer)
August 16, 2016

/s/ John Price
John Price, Chief Financial Officer (Principal Accounting and Financial Officer)
August 16, 2016

/s/ Paul K. Danner, III
Paul K. Danner, Director
August 16, 2016

/s/Joseph Gamberale
Joseph Gamberale, Director
August 16, 2016

EXHIBIT INDEX

Exhibit Number	Description
1.1	Selling Agent Agreement
3.1	Certificate of Incorporation
3.2	Certificate of Correction to Certificate of Incorporation
3.3	Amended and Restated Bylaws
4.1	Specimen stock certificate evidencing the shares of common stock
4.2	Form of Selling Agent Warrant to be issued to Network 1 Financial Securities, Inc. in connection with the offering
5.1	Opinion of Mazzeo Song P.C. as to legality of the securities being registered
10.1	Alliance MMA, Inc. 2016 Equity Incentive Plan
10.2	Asset Purchase Agreement by and among Alliance MMA, Inc., CageTix LLC, and Jay Schneider dated February 23, 2016
10.3	Asset Purchase Agreement by and among Alliance MMA, Inc., CFFC Promotions, LLC, Robert J. Haydak, and Michael V. Constantino dated February 23, 2016
10.4	Asset Purchase Agreement by and between Alliance MMA, Inc., Punch Drunk, Inc., d/b/a Combat Games MMA, Joe DeRobbio and Jason Robinett dated February 23, 2016
10.5	Asset Purchase Agreement by and among Alliance MMA, Inc., Hoosier Fight Club Promotions, LLC, Danielle L. Vale and Paul Vale dated February 23, 2016
10.6	Asset Purchase Agreement by and among Alliance MMA, Inc., Bang Time Entertainment, LLC, d/b/a Shogun Fights, and John Rallo dated March 18, 2016
10.7	Asset Purchase Agreement by and among Alliance MMA, Inc., V3, LLC, and Nick Harmeier dated February 23, 2016
10.8	Fight Library Copyright Purchase Agreement by and between Alliance MMA, Inc. and Louis Neglia's Martial Arts Karate, Inc. dated September 15, 2015
10.9	Fight Library Copyright Purchase Agreement by and between Alliance MMA, Inc. and Hoss Promotions, Inc. dated February 23, 2016
10.10	Agreement and Plan of Merger by and among Alliance MMA, Inc., GFL Acquisition Co., Inc., Go Fight Net, Inc., and David Klarman dated March 1, 2016
10.11	Executive Employment Agreement between Alliance MMA, Inc. and Paul K. Danner dated May 1, 2016
10.12	Executive Employment Agreement between Alliance MMA, Inc. and John Price dated August 3, 2016
10.13	Amended and Restated Unsecured Promissory Note between Alliance MMA, Inc. and Ivy Equity Investors, LLC dated May 10, 2016 with an original issue date of February 12, 2015
10.14	Escrow Deposit Agreement by and among Alliance MMA, Inc., Network 1 Financial Securities, Inc., and Signature Bank dated as of July 20 , 2016
10.15	Agreement by and between CFFC and Marina District Development Company, LLC d/b/a/ Borgata Hotel Casino & Spa dated October 8, 2014, as amended by Addendum dated November 4, 2015
10.16	Programming Agreement by and between CSTV Networks, Inc., d/b/a CBS Sports Network and CFFC dated January 14, 2016
10.17	Agreement by and between Hoosier Fight Club and C3 PPS, Inc. on behalf of Caesars Entertainment Corp. dated as of April 28, 2016
10.18	Agreement by and between Blue Chip Casino, LLC and Hoosier Fight Club dated December 21, 2015
10.19	Bout Agreement between CFFC and Shane Burgos dated January 14, 2016
10.20	Bout Agreement between CFFC and Jared Gordon dated May 23, 2016
10.21	Bout Agreement between CFFC and Dominic Mazotta dated June 10, 2016
10.22	Multi Fight Promotional Agreement between Hoosier Fight Club and Nicholas T. Krauss dated November 14, 2015
10.23	Multi Fight Promotional Agreement between Hoosier Fight Club and Kevin Nowaczyk dated October 5, 2015
10.24	Multi Fight Promotional Agreement between Hoosier Fight Club and Joey Diehl dated August 14, 2015
10.25	Multi Fight Promotional Agreement between Hoosier Fight Club and Donald Cole Wilken dated August 14, 2015
10.26	Executive Employment Agreement between Alliance MMA, Inc. and Robert Haydak dated July 18, 2016
10.27	Amendment No. 1 to Asset Purchase Agreement by and among Alliance MMA, Inc., CageTix LLC, and Jay Schneider dated as of July 16, 2016
10.28	Amendment No. 1 to Asset Purchase Agreement by and among Alliance MMA, Inc., CFFC Promotions, LLC, Robert J. Haydak, and Michael V. Constantino dated as of July 16, 2016
10.29	Amendment No. 1 to Asset Purchase Agreement by and between Alliance MMA, Inc., Punch Drunk, Inc., d/b/a Combat Games MMA, Joe DeRobbio and Jason Robinett dated as of July 16, 2016
10.30	Amendment No. 1 to Asset Purchase Agreement by and among Alliance MMA, Inc., Hoosier Fight Club Promotions, LLC, Danielle L. Vale and Paul Vale dated as of July 16, 2016
10.31	Amendment No. 1 to Asset Purchase Agreement by and among Alliance MMA, Inc., Bang Time Entertainment, LLC, d/b/a Shogun Fights, and John Rallo dated as of July 16, 2016
10.32	Amendment No. 1 to Asset Purchase Agreement by and among Alliance MMA, Inc., V3, LLC, and Nick Harmeier dated as of July 16, 2016
10.33	Amendment No. 1 to Fight Library Copyright Purchase Agreement by and between Alliance MMA, Inc. and Louis Neglia's Martial Arts Karate, Inc. dated as of July 16, 2016
10.34	Amendment No. 1 to Fight Library Copyright Purchase Agreement by and between Alliance MMA, Inc. and Hoss Promotions, Inc. dated as of July 16, 2016
10.35	Amendment No. 1 to Agreement and Plan of Merger by and among Alliance MMA, Inc., GFL Acquisition Co., Inc., Go Fight Net, Inc., and David Klarman dated as of July 16, 2016
10.36	Form of Subscription Agreement
10.37	Form of Lock-Up Agreement

10.38	Second Amended and Restated Unsecured Promissory Note between Alliance MMA, Inc. and Ivy Equity Investors, LLC dated July 20, 2016 with an original issue date of February 12, 2015
21	Subsidiaries of the Registrant
23.1	Consent of Independent Registered Public Accounting Firm
23.2	Consent of Mazzeo Song P.C. (included in Exhibit 5.1)

Exhibit 1.1

ALLIANCE MMA, INC.
590 Madison Avenue, 21st Floor
New York, New York 10022
(212) 739-7825

August 15, 2016

Network 1 Financial Securities, Inc.
The Galleria, Building 2
2 Bridge Avenue
Red Bank, NJ 07701

Re: Selling Agent Agreement
"Best Efforts" Min/Max Initial Public Offering
1,111,111/3,333,333 shares of Common Stock

Gentlemen:

Alliance MMA, Inc., a corporation organized and existing under the laws of State of Delaware (the "**Company**"), proposes to issue and sell to the purchasers, pursuant to the terms and conditions of this Selling Agent Agreement (this "**Agreement**") and the Subscription Agreements in the form of **Exhibit A** attached hereto (the "**Subscription Agreements**") entered into with the purchasers identified therein (each a "**Purchaser**" and collectively, the "**Purchasers**"), a minimum of 1,111,11 shares of common stock, par value $0.001 per share (the "**Common Stock**"), of the Company up to a maximum (the "**Maximum Amount**") of 3,333,333 shares of Common Stock (the "**Securities**") pursuant to a Registration Statement on Form S-1 declared effective by the United States Securities and Exchange Commission (the "**Commission**"). The Company hereby confirms its agreement with Network 1 Financial Securities, Inc. ("**Network 1**") concerning the purchase and sale of the Securities as follows:

The Company hereby confirms its agreements with the Selling Agent concerning the purchase and sale of the Shares, as follows:

1. Agreement to Act on a Best Efforts Basis.

1.1. The Company hereby engages and authorizes Network 1 to act as the Company's exclusive Selling Agent on a "best efforts," min/max basis only, to solicit offers for the purchase of the Securities to the Purchasers in connection with the proposed offering of the Securities (the "**Offering**"). Until the Final Closing Date (as defined in **Section 5** hereof) or earlier upon termination of this Agreement pursuant to **Section 11**, the Company shall not, without the prior written consent of the Selling Agent, solicit or accept offers to purchase the Securities otherwise than through the Selling Agent. Under no circumstances will the Selling Agent be obligated to underwrite or purchase any of the Securities for its own account or otherwise provide any financing. The Selling Agent shall have the right to enter into selected dealer agreements with other broker-dealers participating in the Offering (each dealer being referred to herein as a "**Dealer**" and said dealers being collectively referred to herein as the "**Dealers**").

1.2. The Company hereby acknowledges that the Selling Agent has agreed, as agent of the Company, to use its reasonable efforts to solicit offers to purchase the Securities from the Company on the terms and subject to the conditions set forth in the Prospectus (as defined below). The Selling Agent shall use reasonable efforts to assist the Company in obtaining performance by each Purchaser whose offer to purchase Securities has been solicited by the Selling Agent and accepted by the Company, but the Selling Agent shall not, except as otherwise provided in this Agreement, be obligated to disclose the identity of any potential purchaser or have any liability to the Company in the event any such purchase is not consummated for any reason. Under no circumstances will the Selling Agent be obligated to underwrite or purchase any Securities for its own account and, in soliciting purchases of the Securities, the Selling Agent shall act solely as the Company's agent and not as principal.

1.3. Subject to the provisions of this **Section 1**, offers for the purchase of the Securities may be solicited by the Selling Agent as agent for the Company at such times and in such amounts as the Selling Agent deems advisable. The Selling Agent shall communicate to the Company, orally or in writing, each reasonable offer to purchase Securities received by it as agent of the Company. The Company shall have the sole right to accept offers to purchase Securities and may reject any such offer, in whole or in part. The Selling Agent shall have the right, in its discretion reasonably exercised, without notice to the Company, to reject any offer to purchase Securities received by it, in whole or in part, and any such rejection shall not be deemed a breach of this Agreement.

2. **Escrow Agent**. The Company and the Selling Agent intend to enter into an escrow agreement substantially in the form included as an exhibit to the Registration Statement (the "**Escrow Agreement**") with Signature Bank (the "**Escrow Agent**"), pursuant to which the Escrow Agent will establish an escrow account, at the Company's expense, for the benefit of the Purchasers (the "**Escrow Account**").

3. **Share Payment and Compensation.**

3.1. The Securities will be offered and sold to the Purchasers at **$4.50** per share of Common Stock (the "**Purchase Price**"). The purchases of Securities by the Purchasers shall be evidenced by the execution of a Subscription Agreement by each Purchaser and the Company.

3.2. As compensation for services rendered, on each Closing Date (as defined in **Section 5** hereof), the Company shall pay to the Selling Agent by wire transfer of immediately available funds to an account or accounts designated by the Selling Agent, a cash fee (the "**Cash Fee**") in an aggregate amount equal to **six and one-half percent (6.5%)** of the gross proceeds received by the Company from the sale of the Securities on such Closing Date. The Cash Fee is hereinafter referred to herein as the "**Placement Fee**."

3.3. Any fees paid to the Selling Agent by the Company in accordance with the Engagement Agreement, dated March 14, 2016, as amended from time to time (the "**Retainer Fees**"), will be credited toward the Placement Fee.

3.4. The Placement Fee shall be re-allowable, in whole or in part, to the Dealers, if any. The Company will not be liable or responsible to any Dealer for the payment of compensation to any Dealer, it being the sole and exclusive responsibility of the Selling Agent for payment of compensation to Dealers.

3.5. No Securities which the Company has agreed to sell pursuant to this Agreement and the Subscription Agreements shall be deemed to have been purchased and paid for, or sold by the Company, until such Securities shall have been delivered to the Purchaser thereof against payment by such Purchaser. If the Company shall default in its obligations to deliver Securities to a Purchaser whose offer it has accepted by executing and delivering a Subscription Agreement, the Company shall indemnify and hold the Selling Agent harmless against any loss, claim, damage or expense arising from or as a result of such default by the Company in accordance with the procedures set forth in **Section 9.1** herein.

4. **Selling Agent's Warrants**. The Company hereby agrees to issue and sell to the Selling Agent (and/or its designee(s)) on each Closing Date (as defined in **Section 5** hereof) warrants to purchase that number of shares of Common Stock equal to an aggregate of ten percent (10%) of the amount of Securities sold on such Closing Date (the "**Selling Agent's Warrants**"). The Selling Agent's Warrants as evidenced by the form of agreement attached hereto as **Exhibit B** (the "**Selling Agent's Warrant Agreement**"), shall be exercisable, in whole or in part, commencing one hundred eighty (180) days after the effective date of the Registration Statement (the "**Effective Date**") and expiring five (5) years after the Effective Date at an initial exercise price per share of Common Stock of $7.425 (165% of the public offering price of the Securities). The Selling Agent's Warrants and the shares of Common Stock of the Company issuable upon exercise thereof ("**Warrant Shares**") are sometimes referred to herein collectively as the "**Warrant Securities**." The Selling Agent understands and agrees that there are significant restrictions pursuant to FINRA Rule 5110 against transferring the Warrant Securities and by its acceptance thereof shall agree that it will not sell, transfer, assign, pledge or hypothecate the Warrant Securities, or any portion thereof, and that the Warrant Securities will not be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of such securities other than in accordance with FINRA Rule 5110.

5. **Delivery and Payment**.

5.1. Prior to the Initial Closing Date (as defined below), (i) each Purchaser will execute a Subscription Agreement and deliver it to the Selling Agent for forwarding to the Company; (ii) the Company will execute each such Subscription Agreement and will forward a copy thereof to the Escrow Agent; (iv) each Purchaser will transfer to the Escrow Account funds in an amount equal to the Purchase Price multiplied by the number of Securities to which such Purchaser has subscribed; (v) in the event that the Selling Agent or any subagent receives subscription funds, such funds will be promptly transmitted to the Escrow Account in compliance with Rule 15c2-4 of the Securities Exchange Act of 1934, as amended; and (vi) the Escrow Agent will notify the Company and the Selling Agent promptly in writing when the balance of the Escrow Account contains at least $5,000,000 (the "**Requisite Funds**").

5.2. If the Escrow Agent shall have received at least the Requisite Funds on or before 5:00 p.m., New York City time, on October 31, 2016 (the "**Termination Date**"), the Escrow Agent will release the balance of the Escrow Account for collection by the Company and the Selling Agent as provided in the Escrow Agreement and the Company shall deliver the Securities being purchased on the Initial Closing Date to the Purchasers, through the facilities of DTC, and such Securities shall be registered in such name or names and shall be in such denominations, as the Selling Agent may request by written notice to the Company. The cost of original issue tax stamps and other transfer taxes, if any, in connection with the issuance and delivery of the Securities by the Company to the respective Purchasers shall be borne by the Company. The date on which the Escrow Agent releases the balance of the Escrow Account for collection by the Company and the Selling Agent against delivery of the Securities to the Purchasers as described above, is hereinafter referred to as the "**Initial Closing Date**."

5.3. If the Requisite Funds have not been received by the Escrow Agent on or before the Termination Date, the Offering will be deemed terminated, the Escrow Agent will promptly return the funds to the Purchasers without interest and the Selling Agent shall not be entitled to any compensation hereunder.

5.4. If the Initial Closing has occurred, and the Company makes further sales of Securities to Purchasers prior to the termination of this Agreement pursuant to **Section 11** hereof, (i) each Purchaser will execute a Subscription Agreement and deliver it to the Selling Agent for forwarding to the Company; (ii) the Company will execute each such Subscription Agreement and forward a fully-executed copy to the Selling Agent for delivery to such Purchaser; and (iii) the Company will deliver Securities and receive payment therefor in accordance with paragraph 5.2 above. Each date following the Initial Closing Date on which Company delivers Securities to such Purchasers against payment therefor is referred to herein as a "**Subsequent Closing Date**" and the Initial Closing Date and each Subsequent Closing Date are each referred to herein as a "**Closing Date**" and, collectively, as the "**Closing Dates**".

6. **Representations and Warrants of the Company**. The Company hereby represents and warrants to the Selling Agent as of each Closing Date as follows:

6.1. **Good Standing**. The Company has been duly organized and is validly existing as a corporation and is in good standing under the laws of the State of Delaware as of the date hereof, and is duly qualified to do business and is in good standing in each jurisdiction in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to qualify would not have a Material Adverse Effect (as defined below).

6.2. **Conduct of Business**. The Company has all requisite corporate power and authority, and has all necessary authorizations, approvals, orders, licenses, certificates and permits of and from all governmental regulatory officials and bodies that it needs as of the date hereof to conduct its business purpose as described in the Registration Statement, the Statutory Prospectus and the Prospectus. To the knowledge of the Company, the disclosures in the Registration Statement and the final prospectus contained therein (the "**Prospectus**") concerning the Company's business as currently contemplated are correct in all material respects and do not omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

6.3. **Transactions Contemplated Herein**. The Company has all corporate power and authority to enter into this Agreement and the Selling Agent's Warrant Agreement and to carry out the provisions and conditions hereof and thereof, and all consents, authorizations, approvals and orders required in connection therewith have been obtained. No consent, authorization or order of, and no filing with, any court, government agency or other body is required for the valid issuance, sale and delivery of the Securities and the consummation of the transactions and agreements contemplated by this Agreement and the Selling Agent's Warrant Agreement, except with respect to applicable federal and state securities laws and the rules and regulations of the Financial Industry Regulatory Authority, Inc. ("**FINRA**").

6.4. **Validity and Binding Effect of Agreements**. This Agreement, the Escrow Agreement, Selling Agent's Warrant Agreement and Subscription Agreements (collectively, the "**Transaction Documents**") have been duly and validly authorized by the Company, and, when executed and delivered by the Company to the Selling Agent, Escrow Agent or Purchasers, as the case may be, will constitute, the valid and binding agreements of the Company, enforceable against the Company in accordance with their respective terms, except: (i) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally; (ii) as enforceability of any indemnification or contribution provision may be limited under the federal and state securities laws; and (iii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

6.5. **No Conflicts, etc**. The execution, delivery, and performance by the Company of this Agreement and the Transaction Documents, the consummation by the Company of the transactions herein and therein contemplated and the compliance by the Company with the terms hereof and thereof do not and will not, with or without the giving of notice or the lapse of time or both: (i) result in a material breach of, or conflict with any of the terms and provisions of, or constitute a material default under, or result in the creation, modification, termination or imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to the terms of any agreement or instrument to which the Company is a party; (ii) result in any violation of the provisions of the Company's Certificate of Incorporation (as the same may be amended from time to time, the "**Certificate of Incorporation**"); or (iii) violate any existing applicable law, rule, regulation, judgment, order or decree of any governmental agency or body or court, domestic or foreign, having jurisdiction over the Company or any of its properties or business constituted as of the date hereof.

6.6. **No Defaults; Violations**. No material default exists in the due performance and observance of any term, covenant or condition of any material license, contract, indenture, mortgage, deed of trust, note, loan or credit agreement, or any other agreement or instrument evidencing an obligation for borrowed money, or any other material agreement or instrument to which the Company is a party or by which the Company may be bound or to which any of the properties or assets of the Company is subject. The Company is not in material violation of any term or provision of its Certificate of Incorporation, or in material violation of any franchise, license, permit, applicable law, rule, regulation, judgment or decree of any governmental agency or body or court, domestic or foreign, having jurisdiction over the Company or any of its properties or businesses.

6.7. **Filing of Registration Statement**. The Company has filed with the Commission a registration statement and an amendment or amendments thereto, on Form S-1 (File No. 333-_____), for the registration of the Securities under the Securities Act of 1933, as amended (the "**Securities Act**"), which registration statement and amendment or amendments have been prepared by the Company in conformity with the requirements of the Securities Act, and the rules and regulations (the "**Regulations**") of the Commission under the Securities Act. The conditions for use of Form S-1 to register the Securities under the Securities Act, as set forth in the General Instructions to such Form, have been satisfied. Except as the context may otherwise require, such registration statement, as amended, on file with the Commission at the time the registration statement became effective (including the Prospectus, financial statements, schedules, exhibits and all other documents filed as a part thereof or incorporated therein and all information deemed to be a part thereof as of such time pursuant to Rule 430A of the Regulations) is hereinafter called the "**Registration Statement**," and the form of the final prospectus included in the Registration Statement is hereinafter called the "**Prospectus**" and no other document with respect to the Registration Statement has heretofore been filed under the Securities Act with the Commission. All of the Securities have been or will be, as of the Effective Date, registered under the Securities Act pursuant to the Registration Statement If, at any time subsequent to the date of this Agreement, the Company or the Selling Agent determine that the Prospectus contained an untrue statement of a material fact or omitted a statement of material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and have agreed to provide an opportunity to the Purchasers of the Securities to terminate the existing Subscription Agreements and enter into new Subscription Agreements, then the Prospectus will be deemed to include any additional information available to purchasers at the time of entry into such new Subscription Agreement.

6.8. **Registration under the Exchange Act and Stock Exchange Listing**. The Company has filed or will file with the Commission a Form 8-A providing for the registration of the Common Stock under the Exchange Act. The Common Stock is or will be registered pursuant to Section 12(b) of the Exchange Act and has been approved or will be approved for listing on The NASDAQ Capital Market ("**NASDAQ**"), subject to official notice of issuance and evidence of satisfactory distribution, and the Company has taken no action designed to, or likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act or delisting the Common Stock from NASDAQ, nor has the Company received any notification that the Commission or NASDAQ is contemplating terminating such registration or listing except as described in the Registration Statement and the Prospectus.

6.9. **No Stop Orders, etc**. Neither the Commission nor, to the Company's knowledge, any state regulatory authority has issued any order preventing or suspending the use of the Prospectus or the Registration Statement or has instituted or, to the Company's knowledge, threatened to institute any proceedings with respect to such an order.

6.10. **Disclosures in Registration Statement**.

6.10.1. **10b-5 Representation**. On the Effective Date (or at the effective time of any post-effective amendment to the Registration Statement) and at all times subsequent thereto up to such Closing Date, the Registration Statement and the Prospectus contained or will contain all material statements that are required to be stated therein in accordance with the Securities Act and the Regulations, and did or will, in all material respects, conform to the requirements of the Securities Act and the Regulations. On such Closing Date, the Registration Statement did not or will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading. As of such Closing Date, the Prospectus (together with any supplement thereto) did not or will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties made in this **Section 6** do not apply to statements made or statements omitted in reliance upon and in conformity with written information furnished to the Company with respect to the Selling Agent by the Selling Agent expressly for use in the Registration Statement or the Prospectus or any amendment thereof or supplement thereto, which information, it is agreed, shall consist solely of the name of the Selling Agent appearing in the Prospectus ("**Selling Agent's Information**").

6.10.2. **Disclosure of Agreements**. The agreements and documents described or to be described in the Registration Statement or the Prospectus conform to the descriptions thereof contained therein and there are no agreements or other documents required to be described in the Registration Statement or the Prospectus or to be filed with the Commission as exhibits to the Registration Statement, that have not been or will not be so described or filed. Each agreement or other instrument (however characterized or described) to which the Company is a party or by which its property or business is or may be bound or affected and (i) that is referred to in the Registration Statement or attached as an exhibit thereto, or (ii) is material to the Company's business, has been duly and validly executed by the Company, is in full force and effect in all material respects and is enforceable against the Company and, to the Company's knowledge, the other parties thereto, in accordance with its terms, except (x) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally, (y) as enforceability of any indemnification or contribution provision may be limited under the federal and state securities laws, and (z) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefore may be brought, and none of such agreements or instruments has been assigned by the Company, and neither the Company nor, to the Company's knowledge, any other party is in material breach or default thereunder and, to the Company's knowledge, no event has occurred that, with the lapse of time or the giving of notice, or both, would constitute a material breach or default thereunder. To the Company's knowledge, performance by the Company of the material provisions of such agreements or instruments will not result in a material violation of any existing applicable law, rule, regulation, judgment, order or decree of any governmental agency or court, domestic or foreign, having jurisdiction over the Company or any of its assets or businesses, including, without limitation, those relating to environmental laws and regulations.

6.10.3. **Regulations**. The disclosures contained in the Registration Statement and the Prospectus concerning the effects of federal, state and local regulation on the Company's business as currently contemplated fairly summarize, to the Company's knowledge, such effects.

6.10.4. **Issuer Free Writing Prospectuses**. The Company has not provided any information to any person in connection with the Offering that would constitute an "issuer free writing prospectus" (as defined in Rule 433 of the Regulations) or that would otherwise constitute a "free writing prospectus," or a portion thereof, required to be filed by the Company with the Commission or retained by the Company under Rule 433 of the Regulations.

6.10.5. **Forward-Looking Statements**. No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Registration Statement and the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

6.10.6. **No Material Adverse Change**. Since the Effective Date, except as otherwise specifically stated in the Registration Statement and the Prospectus: (i) there has been no material adverse change in the condition, financial or otherwise, of the Company (a "**Material Adverse Effect**"); (ii) there have been no material transactions entered into by the Company, other than as contemplated pursuant to this Agreement; (iii) no member of the Company's board of directors or management has resigned from any position with the Company; and (iv) no event or occurrence has taken place which materially impairs, or would likely materially impair, with the passage of time, the ability of the members of the Company's board of directors or management to act in their capacities with the Company as described in the Registration Statement and the Prospectus.

6.10.7. **Recent Securities Transactions, etc**. Subsequent to Effective Date, and except as may otherwise be indicated or contemplated herein or in the Registration Statement and the Prospectus, the Company has not: (i) issued any securities (other than shares of Common Stock that may be issued upon conversion of the Company's outstanding indebtedness) or incurred any liability or obligation, direct or contingent, for borrowed money; or (ii) declared or paid any dividend or made any other distribution on or in respect to its capital stock.

6.11. **Independent Accountants**. To the knowledge of the Company, Friedman LLP ("**Friedman**"), whose audit reports are filed with the Commission as part of the Registration Statement and the Prospectus, are independent registered public accountants as required by the Securities Act and the Regulations. To the knowledge of the Company, Friedman is registered with and in good standing with the PCAOB. Except for the preparation of federal tax returns and services provided to the Company and each of the Target Companies (as defined in the Registration Statement) in relation to the preparation of the Cold Comfort Letter described in **Section 8.6**, Friedman has not, during the periods covered by the financial statements included in the Registration Statement and the Prospectus, provided the Company or any of the Target Companies any non-audit services, as such term is used in Section 10A(g) of the Exchange Act.

6.12. **Financial Statements**.

6.12.1. **Compliance**. Excluding the pro forma information and the notes and assumptions thereto, the financial statements, including the notes thereto and supporting schedules, if any, included in the Registration Statement and the Prospectus fairly present in all material respects the financial position and the results of operations of the Company at the dates and for the periods to which they apply; and such financial statements have been prepared in conformity with United States generally accepted accounting principles ("**GAAP**"), consistently applied throughout the periods involved. The Registration Statement and the Prospectus disclose all material off-balance sheet transactions, arrangements, obligations (including contingent obligations), and other relationships of the Company with unconsolidated entities or other persons that may have a material current effect on the Company's financial condition, changes in financial condition, results of operations, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses. Except as disclosed in the Registration Statement and the Prospectus, (a) the Company has not incurred any material liabilities or obligations, direct or contingent, or entered into any material transactions, other than in the ordinary course of business, (b) the Company has not declared or paid any dividends or made any distribution of any kind with respect to its capital stock; (c) there has not been any material change in the capital stock of the Company or any material additional grants under any stock compensation plan; and (d) there has not been any material adverse change in the Company's long-term or short-term debt.

6.12.2. **Statistical Data**. The statistical, industry-related and market-related data included in the Registration Statement and the Prospectus are based on or derived from sources which the Company reasonably and in good faith believes are reliable and accurate in all material respects, and such data agree in all material respects with the sources from which they are derived.

6.13. **Capital Stock**.

6.13.1. **Authorized Capital; Options, etc**. The Company had at the date or dates indicated in the Registration Statement and the Prospectus, duly authorized, issued and outstanding capitalization as set forth therein. Other than as disclosed in the Registration Statement and the Prospectus on such Closing Date , the Company will have on such Closing Date the adjusted stock capitalization set forth therein. Other than as disclosed in the Registration Statement and the Prospectus on such Closing Date, there will be no material increase in the options, warrants, or other rights to purchase or otherwise acquire any authorized, but unissued Common Stock of the Company or any security convertible into Common Stock of the Company, or any contracts or commitments to issue or sell Common Stock or any such options, warrants, rights or convertible securities.

6.13.2. **Outstanding Securities**. All issued and outstanding securities of the Company issued prior to the transactions contemplated by this Agreement have been duly authorized and validly issued and, with respect to all issued and outstanding shares of capital stock of the Company, are fully paid and non-assessable; to the Company's knowledge, the holders thereof have no rights of rescission with respect thereto, and are not subject to personal liability by reason of being such holders; and none of such securities were issued in violation of the preemptive rights of any holders of any security of the Company or similar contractual rights granted by the Company. The authorized shares of Common Stock conform in all material respects to all statements relating thereto contained in the Registration Statement and the Prospectus. The offers and sales of the outstanding securities were at all relevant times either registered under the Securities Act and the applicable state securities or Blue Sky laws or, based in part on the representations and warranties of the purchasers of such securities, exempt from such registration requirements.

6.13.3. **Securities Sold Pursuant to this Agreement**. The Securities have been duly authorized and reserved for issuance and, when issued and paid for in accordance with this Agreement, will be validly issued, fully paid and non-assessable; the holders thereof are not and will not be subject to personal liability by reason of being such holders; the Securities are not and will not be subject to the preemptive rights of any holders of any security of the Company or similar contractual rights granted by the Company; and all corporate action required to be taken for the authorization, issuance and sale of the Securities has been duly and validly taken. The Securities conform in all material respects to all statements with respect thereto contained in the Registration Statement and the Prospectus. The Warrant Shares issuable upon exercise of the Selling Agent's Warrant Agreement have been reserved for issuance upon the exercise thereof and, when issued in accordance with the terms of such securities, will be duly and validly authorized, validly issued, fully paid and non-assessable; the holders thereof are not and will not be subject to personal liability by reason of being such holders. The Warrant Securities conform in all material respects to all statements with respect thereto contained in the Registration Statement and the Prospectus.

6.13.4. **No Integration**. Neither the Company nor any of its affiliates has, prior to the date hereof, made any offer or sale of any securities which are required to be "integrated" pursuant to the Securities Act or the Regulations with the offer and sale of the Securities pursuant to the Registration Statement.

6.14. **Registration Rights of Third Parties**. Except as set forth in the Registration Statement or the Prospectus, no holders of any securities of the Company or any rights exercisable for or convertible or exchangeable into securities of the Company have the right to require the Company to register any such securities of the Company under the Securities Act or to include any such securities in a registration statement to be filed by the Company.

6.15. **D&O Questionnaires**. To the knowledge of the Company, all information contained in the questionnaires (the "**Questionnaires**") completed by each of the Company's directors and officers and beneficial owners of 5% or more of the Company's Common Stock (the "**Insiders**") is true and correct in all material respects, and the Company has not become aware of any information which would cause the information disclosed in the Questionnaires completed by each Insider to become inaccurate and incorrect in any material respect. To the extent that information in the Registration Statement and the Prospectus differs from the information provided in a Questionnaire, the information in the Registration Statement and the Prospectus will be deemed to supersede and replace the information in the Questionnaires.

6.16. **Litigation; Governmental Proceedings**. There is no action, suit, proceeding, inquiry, arbitration, investigation, litigation or governmental proceeding pending or, to the Company's knowledge, threatened against, or involving the Company or, to the Company's knowledge, any Insider which has not been disclosed in the Registration Statement and the Prospectus and which, if adversely concluded against the Company or any such person, would have a Material Adverse Effect.

6.17. **Finder's Fees**. Except as described in the Registration Statement and the Prospectus, there are no claims, payments, arrangements, agreements or understandings relating to the payment of a finder's, consulting or origination fee by the Company or any Insider with respect to the sale of the Securities hereunder or any other arrangements, agreements or understandings of the Company or, to the Company's knowledge, any of its stockholders that may affect the Selling Agent's compensation, other than compensation that may be owed by the Selling Agent to Dealers, if any, who participate in the Offering.

6.18. **Payments Within 180 Days**. Except as described in the Registration Statement and the Prospectus, the Company has not made any direct or indirect payments (in cash, securities or otherwise) to: (i) any person, as a finder's fee, consulting fee or otherwise, in consideration of such person raising capital for the Company or introducing to the Company persons who raised or provided capital to the Company; (ii) to any FINRA member; or (iii) to the knowledge of the Company, to any person or entity that has any direct or indirect affiliation or association with any FINRA member, within the 180-day period prior to the initial filing of the Registration Statement, other then, in each such case, payments to the Selling Agent. Except as described in the Registration Statement and the Prospectus, no executive officer, director, or beneficial owner of 10% or more of the Company's Common Stock (any such individual or entity, a "**Company Affiliate**") is a member, or a person associated, or affiliated with a member of FINRA. For purposes of the meaning of "beneficial owner" as used in this Section, the definition of Rule 13d-3, promulgated by the Commission under the Exchange Act shall apply.

6.19. **Company Affiliate Membership**. Except as described in the Registration Statement and the Prospectus, to the knowledge of the Company, no Company Affiliate is an owner (of record or beneficially) of stock or other securities of any member of the FINRA (other than securities purchased on the open market).

6.20. **Subordinated Loans**. Except as described in the Registration Statement and the Prospectus, to the knowledge of the Company, no Company Affiliate has made a subordinated loan to any member of the FINRA.

6.21. **Use of Proceeds**. Except as described in the Registration Statement and the Prospectus, no proceeds from the sale of the Securities (excluding Selling Agent compensation and amounts, if any, paid to Dealers participating in the Offering) will be paid to any FINRA member or to any persons associated or affiliated with a member of FINRA, except as specifically authorized herein.

6.22. **No Other Warrants, Options, etc**. Except with respect to the Selling Agent's Warrant Agreement issued to the Selling Agent, the Company has not issued any warrants or other securities, or granted any options, directly or indirectly to the Selling Agent or a related person (as defined by FINRA rules) of the Selling Agent within the 180-day period prior to the initial filing date of the Registration Statement, other than such issuances to the Selling Agent.

6.23. **FINRA Relationship**. Except as described in the Registration Statement, and the Prospectus, to the knowledge of the Company, no person to whom securities of the Company have been privately issued within the 180-day period prior to the initial filing date of the Registration Statement has any relationship or affiliation or association with any member of FINRA, other than such issuances to the Selling Agent.

6.24. **Other Arrangements**. Except as described in the Registration Statement and the Prospectus and except with respect to the Selling Agent in connection with the Offering, the Company has not entered into any agreement or arrangement (including, without limitation, any consulting agreement or any other type of agreement) during the 180-day period prior to the initial filing date of the Registration Statement, which arrangement or agreement provides for the receipt of any item of value and/or the transfer of any warrants, options, or other securities from the Company to a FINRA member or, the knowledge of the Company, any person associated with a member (as defined by FINRA rules), other than such arrangements with the Selling Agent.

6.25. **Foreign Corrupt Practices Act**. Neither the Company, nor to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company, is aware of or has taken any action directly or indirectly, that would result in a material violation by such persons of the FCPA (as defined below), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the Company has conducted its business in compliance in all material respects with the FCPA. "FCPA" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

6.26. **Money Laundering Laws**. Neither the Company nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company has made any payment of funds of the Company or received or retained any funds in violation of any law, rule or regulation relating to the anti-money laundering laws of any United States or non-United States jurisdiction (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any governmental agency or body involving the Company with respect to the Money Laundering Laws is pending or, to the Company's knowledge, threatened.

6.27. **OFAC**. Neither the Company nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company is currently the target of or reasonably likely to become the target of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**"); and the Company will not directly or indirectly use the proceeds of the Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently the target of any U.S. sanctions administered by OFAC.

6.28. **Officers' Certificate**. Any certificate signed by any duly authorized officer of the Company in connection with the Offering and delivered to the Selling Agent shall be deemed a representation and warranty by the Company to the Selling Agent as to the matters covered thereby.

6.29. **Lock-Up Period**. Each of the Company's officers and directors and each beneficial owner of 3% or more of the Company's outstanding Common Stock (or securities convertible into Common Stock at any time) listed on **Schedule A** (together the "**Lock-Up Parties**") have agreed pursuant to execute Lock-Up Agreements (in the form of **Exhibit C**) that, for a period of one hundred eighty (180) days from the Effective Date (the "**Lock-Up Period**"), that provide that such persons and their affiliated parties shall not offer, pledge, sell, contract to sell, grant, lend or otherwise transfer or dispose of, directly or indirectly, any Common Stock, or any securities convertible into or exercisable or exchangeable for Common Stock, without the consent of the Selling Agent, except for the exercise or conversion of currently outstanding warrants, options and convertible debentures, as applicable and the exercise of options under a duly adopted stock incentive plan. The Selling Agent may consent to an early release from the applicable Lock-Up Period.

6.30. **Subsidiaries**. Except as described in the Registration Statement and Prospectus, the Company does not have any significant direct or indirect subsidiary.

6.31. **Related Party Transactions**. No relationship, direct or indirect, exists between or among any of the Company or any Company Affiliate, on the one hand, and any director, officer, shareholder, customer or supplier of the Company or any Company Affiliate, on the other hand, which is required by the Securities Act, the Exchange Act or the Regulations to be described in the Registration Statement and the Prospectus that is not so described and described as required. There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business), credit arrangements, or guarantees of indebtedness by the Company to or for the benefit of any of the officers or directors of the Company or any of their respective family members.

6.32. **Board of Directors**. The Board of Directors of the Company is comprised of the persons set forth in the Prospectus under the heading captioned "Management." The qualifications of the persons serving as board members and the overall composition of the board comply with the Sarbanes-Oxley Act of 2002 and the rules promulgated thereunder applicable to the Company and the applicable rules of NASDAQ. At least one member of the Board of Directors of the Company qualifies as a "financial expert" as such term is defined under the Sarbanes-Oxley Act of 2002 and the rules promulgated thereunder applicable to the Company and the applicable rules of NASDAQ. In addition, at least a majority of the persons serving on the Board of Directors qualify as "independent" as defined under the rules of NASDAQ.

6.33. **Sarbanes Oxley Act of 2002**.

6.33.1. **Disclosure Controls**. The Company has developed and currently maintains disclosure controls and procedures that will comply with the applicable provisions of Rule 13a-15 or 15d-15 of the Exchange Act and, to the extent applicable, such controls and procedures are effective to ensure that all material information concerning the Company will be made known on a timely basis to the individuals responsible for the preparation of the Company's Exchange Act filings and other public disclosure documents.

6.33.2. **Compliance**. The Company is, or on the Closing Date will be, in material compliance with the provisions of the Sarbanes-Oxley Act of 2002 applicable to it, and has implemented or will implement such programs and taken reasonable steps to ensure the Company's future material compliance (not later than the relevant statutory and regulatory deadlines therefor) with all the applicable provisions of the Sarbanes-Oxley Act of 2002.

6.34. **No Investment Company Status**. The Company is not and, after giving effect to the Offering and sale of the Securities and the application of the proceeds thereof, will not be, an "investment company" as defined in the Investment Company Act of 1940, as amended.

6.35. **No Labor Disputes**. No labor dispute with the employees of the Company exists or, to the knowledge of the Company, is imminent.

6.36. **Employment Laws Compliance**. The Company has not violated, or received notice of any violation with respect to, any law, rule, regulation, order, decree or judgment applicable to it and its business, including those relating to transactions with affiliates, environmental, safety or similar laws, federal or state laws relating to discrimination in the hiring, promotion or pay of employees, federal or state wages and hours law, the Employee Retirement Income Security Act of 1974, as amended, or the rules and regulations promulgated thereunder, except for those violations that would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

6.37. **Intellectual Property**. Except as described in the Registration Statement and the Prospectus, none of the Intellectual Property (defined below) necessary for the conduct of the business of the Company as currently carried on and as contemplated by the Company, as described in the Registration Statement and the Prospectus, are, to the knowledge of the Company, in dispute or are in any conflict with the rights of any other person or entity. To the Company's knowledge, the Company and each Target Company (as defined in the Registration Statement): (i) owns or has the right to use, free and clear of all liens, charges, claims, encumbrances, pledges, security interests, defects or other restrictions or equities of any kind whatsoever, all of its Intellectual Property and the licenses and rights with respect to the foregoing, used in the conduct of the business of the Company as currently carried on and contemplated by the Company, as described in the Registration Statement and the Prospectus, without infringing upon or otherwise acting adversely to the right or claimed right of any person, corporation or other entity under or with respect to any of the foregoing, and (ii) except as provided in the material license agreements filed as exhibits to the Registration Statement, is not obligated or under any liability whatsoever to make any payment by way of royalties, fees or otherwise to any owner or licensee of, or other claimant to, any Intellectual Property with respect to the use thereof or in connection therewith for the conduct of its business or otherwise. For the purposes of this Section and this Agreement, the term "**Intellectual Property**" means (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions, and reexaminations thereof, (ii) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (iv) all mask works and all applications, registrations, and renewals in connection therewith, (v) all trade secrets and confidential business information (including ideas, research and development, know how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, diagrams, specifications, customer and supplier lists, catalogs, pricing and cost information, and business and marketing plans and proposals), (vi) all computer software (including data and related documentation) (whether purchased or internally developed), (vii) all information systems and management procedures, (viii) all other proprietary rights, and (ix) all copies and tangible embodiments thereof (in whatever form or medium).

6.38. **Trade Secrets, etc**. To the Company's knowledge, the Company owns or has the right to use all trade secrets, know-how (including all other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), inventions, designs, processes, works of authorship, computer programs and technical data and information that are material to the development, manufacture, operation and sale of all products and services sold or proposed to be sold by the Company, free and clear of and without violating any right, lien, or claim of others, including without limitation, former employers of its employees.

6.39. **Taxes**. The Company and, to its knowledge, each Target Company, has filed all returns (as hereinafter defined) required to be filed with taxing authorities prior to the date hereof or has duly obtained extensions of time for the filing thereof. The Company and, to its knowledge, each Target Company, has paid all taxes (as hereinafter defined) shown as due on such returns that were filed and has paid all taxes imposed on or assessed against the Company or any Target Company, as the case may be, or is contesting such payments with the applicable taxing authority(ies). The provisions for taxes payable, if any, shown on the financial statements filed with or as part of the Registration Statement are sufficient to pay all accrued and unpaid taxes, whether or not disputed, and for all periods to and including the dates of such consolidated financial statements. Except as disclosed in writing to the Selling Agent, (i) no issues have been raised (and are currently pending) by any taxing authority in connection with any of the returns or taxes asserted as due from the Company or, to its knowledge, any Target Company, and (ii) no waivers of statutes of limitation with respect to the returns or collection of taxes have been given by or requested from the Company or, to its knowledge, any Target Company. The term "taxes" mean all federal, state, local, foreign, and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, customs, duties or other taxes, fees, assessments, or charges of any kind whatever, together with any interest and any penalties, additions to tax, or additional amounts with respect thereto. The term "returns" means all returns, declarations, reports, statements, and other documents required to be filed in respect of taxes.

7. Covenants of the Company. The Company covenants and agrees with the Selling Agent as follows:

7.1. Amendments to Registration Statement. The Company will deliver to the Selling Agent, prior to filing, any amendment or supplement to the Registration Statement or Prospectus proposed to be filed after the Closing Date and not file any such amendment or supplement to which the Selling Agent shall reasonably object in writing.

7.2. Federal Securities Laws.

7.2.1. Compliance. During the time when a Prospectus is required to be delivered under the Securities Act, the Company will use its reasonable efforts to comply with all requirements imposed upon it by the Securities Act, the Regulations and the Exchange Act and by the regulations under the Exchange Act, as from time to time in force, so far as necessary to permit the continuance of sales of or dealings in the Securities in accordance with the provisions hereof and the Prospectus. If at any time when a Prospectus relating to the Securities is required to be delivered under the Securities Act, any event shall have occurred as a result of which, in the opinion of counsel for the Company or Selling Agent's counsel, the Prospectus, as then amended or supplemented, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary at any time to amend the Prospectus to comply with the Securities Act, the Company will notify the Selling Agent promptly and prepare and file with the Commission, an appropriate amendment or supplement in accordance with Section 10 of the Securities Act.

7.2.2. Filing of Final Prospectus. The Company will file the Prospectus (in form and substance reasonably satisfactory to the Selling Agent) with the Commission pursuant to the requirements of Rule 424 of the Regulations.

7.2.3. Exchange Act Registration. For a period of five (5) years from the Closing Date, the Company will use its commercially reasonable efforts to maintain the registration of the Common Stock under the Exchange Act.

7.2.4. Sarbanes-Oxley Act Compliance. The Company shall take all actions reasonably necessary to maintain material compliance with each applicable provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated thereunder and related or similar rules and regulations promulgated by any other governmental or self-regulatory entity or agency with jurisdiction over the Company, including, if required under applicable law, rule or regulation, maintenance of a system of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary in order to permit preparation of financial statements in accordance with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

7.2.5. **Issuer Free Writing Prospectuses**. The Company agrees that it will not deliver or provide to any person any information in connection with the Offering that would constitute an issuer free writing prospectus or that would otherwise constitute a "free writing prospectus," or a portion thereof, required to be filed by the Company with the Commission or retained by the Company under Rule 433 of the Regulations.

7.2.6. **Delivery of Prospectuses**. The Company will deliver to the Selling Agent, without charge, from time to time during the period when the Prospectus is required to be delivered under the Securities Act or the Exchange Act, such number of copies of the Prospectus as the Selling Agent may reasonably request and, as soon as the Registration Statement or any amendment or supplement thereto becomes effective, deliver to the Selling Agent a conformed copy of the Registration Statements, including exhibits, and all post-effective amendments thereto and copies of all exhibits filed therewith or incorporated therein by reference and conformed copies of the consents of certified experts.

7.2.7. **Effectiveness and Events Requiring Notice to the Selling Agent**. The Company will use its commercially reasonable efforts to cause the Registration Statement to remain effective with a current prospectus for at least forty-five (45) days from the Effective Date and will promptly notify the Selling Agent and confirm the notice in writing: (i) of the effectiveness of the Registration Statement and any amendment thereto; (ii) of the issuance by the Commission of any stop order or of the initiation, or the threatening, of any proceeding for that purpose; (iii) of the issuance by any state securities commission of any proceedings for the suspension of the qualification of the Securities for offering or sale in any jurisdiction or of the initiation, or the threatening, of any proceeding for that purpose; (iv) of the mailing and delivery to the Commission for filing of any amendment or supplement to the Registration Statement or Prospectus; (v) of the receipt of any comments or request for any additional information from the Commission; and (vi) of the happening of any event during the period in which the Prospectus is required to be delivered under the Securities Act, in the judgment of the Company, makes any statement of a material fact made in the Registration Statement or the Prospectus untrue or that requires the making of any changes in the Registration Statement or the Prospectus in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Commission or any state securities commission shall enter a stop order or suspend such qualification at any time, the Company will use commercially reasonable efforts to obtain promptly the lifting of such order.

7.3. **Reports to the Selling Agent**. For a period of five (5) years from the Closing Date, the Company will furnish to the Selling Agent copies of such financial statements and other periodic and special reports as the Company from time to time furnishes generally to holders of any class of its securities and also promptly furnish to the Selling Agent: (i) a copy of each periodic report the Company shall be required to file with the Commission; (ii) a copy of every press release and every news item and article with respect to the Company or its affairs which was released by the Company; (iii) a copy of each Form 8-K prepared and filed by the Company; (iv) a copy of each registration statement filed by the Company under the Securities Act; (v) such additional documents and information with respect to the Company and the affairs of any future Subsidiaries of the Company as the Selling Agent may from time to time reasonably request. Documents filed with the Commission pursuant to its EDGAR system shall be deemed to have been delivered to the Selling Agent pursuant to this **Section 7.3**.

7.4. **Transfer Agent**. For a period of five (5) years from the Closing Date, the Company shall retain a transfer agent and registrar reasonably acceptable to the Selling Agent (the "**Transfer Agent**").

7.5. **Payment of Expenses Related to the Offering; Advisory Fee**.

7.5.1. **Expenses**. The Company hereby agrees to pay all expenses relating to the Offering, including the costs of preparing, printing, mailing and delivering the Registration Statement, the preliminary and final Prospectus contained therein and amendments thereto, post-effective amendments and supplements thereto, this agreement and related documents (all in such quantities as the Selling Agent may reasonably require); preparing and printing stock certificates; the costs of any "due diligence" meetings; all reasonable and documented fees and expenses for conducting a road show presentation, as requested by the Company; all filing fees (including Commission filing fees) and communication expenses relating to the registration of the shares offered hereby; FINRA filing fees; the fees and expenses of the transfer agent, clearing firm and registrar for the shares; and the cost of qualifying the securities as DTC eligible. In addition, the Company agrees to reimburse the Selling Agent for expenses relating to the Offering, including all actual fees and expenses incurred by the Selling Agent in connection with, among other things, due diligence costs, the Selling Agent's "road show" expenses, and the fees and expenses of the Selling Agent's counsel which, in the aggregate shall not exceed $50,000.

7.5.2. **Advisory Fee**. The Company further agrees that, in addition to the Placement Fee payable to the Selling Agent hereunder, on each Closing Date it shall pay to the Selling Agent, by deduction from the net proceeds of the offering contemplated herein, an advisory fee equal to one and one percent (1.0%) of the gross proceeds received by the Company from the sale of Securities on such Closing Date.

7.6. **Application of Net Proceeds**. The section of the Prospectus titled "Use of Proceeds" will indicate the intended uses of the net proceeds from the Offering. The Company will apply the net proceeds from the Offering received by it in a manner consistent with the description contained therein.

7.7. **Delivery of Earnings Statements to Security Holders**. The Company will make generally available to its security holders as soon as practicable, but not later than the first day of the sixteenth full calendar month following the Effective Date, an earnings statement (which need not be certified by independent public or independent certified public accountants unless required by the Securities Act or the Regulations, but which shall satisfy the provisions of Rule 158(a) of the Regulations) covering a period of at least twelve consecutive months beginning after the Closing Date.

7.8. **Stabilization**. Neither the Company, nor, to its knowledge, any of its employees, directors or stockholders (without the consent of the Selling Agent) has taken or will take, directly or indirectly, any action designed to or that has constituted or that might reasonably be expected to cause or result in, under the Exchange Act, or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

7.9. **Accountants**. The Company shall retain a nationally recognized independent certified public accounting firm after the Closing Date.

7.10. **Director and Officer Insurance**. As of such Closing Date, the Company will have obtained director and officer insurance in an aggregate coverage amount of not less than $5,000,000 to be in effect as of such Closing Date.

7.11. **FINRA**. The Company shall advise the Selling Agent (who shall make an appropriate filing with FINRA) if it becomes aware that any 5% or greater stockholder of the Company becomes an affiliate or associated person of a FINRA member participating in the distribution of the Securities.

7.12. **Reservation of Shares**. The Company will reserve and keep available the maximum number of its authorized but unissued securities which are issuable upon exercise of the Selling Agent's Warrants outstanding from time to time.

7.13. **Board Composition and Board Designations**. The Company shall ensure that: (i) the qualifications of the persons serving as board members and the overall composition of the board comply with the applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules promulgated thereunder and with the listing requirements of NASDAQ or any other national securities exchange or national securities association, as the case may be, in the event the Company seeks to have its Securities listed on another exchange or quoted on an automated quotation system, and (ii) if applicable, at least one member of the board of directors qualifies as a "financial expert" as such term is defined under the Sarbanes-Oxley Act of 2002 and the rules promulgated thereunder.

7.14. **Offerings with 180 Days**. The Company, on behalf of itself and any successor entity, has agreed that, without the prior written consent of the Selling Agent, it will not, for a period ending 180 days after the Final Closing Date, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of its capital stock or any securities convertible into or exercisable or exchangeable for shares of its capital stock; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of its capital stock. The restrictions contained in this **Section 7.14** shall not apply to (i) the Securities sold in this Offering; (ii) the issuance of Common Stock upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof; (iii) the issuance of any option to purchase or shares of the Company's capital stock under any stock compensation plan duly adopted by the Company; or (iv) the sale or issuance of the Company's capital stock in connection with the acquisition of another person or entity by the Company by merger, purchase of substantially all of the assets or other reorganization, or where the gross proceeds of the sale or issuance of the Company's capital stock are primarily used for such an acquisition or transaction. For purposes of this **Section 7.14**, the Selling Agent acknowledges that disclosure in the Registration Statement filed prior to the date hereof of any outstanding option or warrant shall be deemed to constitute prior written notice to the Selling Agent.

8. **Conditions of Selling Agent's Obligations**. The obligations of the Selling Agent, as provided herein, shall be subject to (i) the continuing accuracy of the representations and warranties of the Company as of the date hereof and, as of each Closing Date; (ii) the accuracy of the statements of officers of the Company made pursuant to the provisions hereof; (iii) the performance by the Company of its obligations hereunder; and (iv) the following conditions:

8.1. **Regulatory Matters**.

8.1.1. **Effectiveness of Registration Statement**. The Registration Statement shall have been declared effective by the Commission, and, as of such Closing Date, no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or shall be pending or contemplated by the Commission and any request on the part of the Commission for additional information shall have been complied with.

8.1.2. **NASDAQ**. The Securities have been approved for listing on NASDAQ subject to notice of issuance and the sale of sufficient number of Shares in the Offering to satisfy the initial listing standards of The NASDAQ Capital Market.

8.2. **FINRA Clearance**. On or before such Closing Date, the Selling Agent shall have received clearance from FINRA as to the amount of compensation allowable or payable to the Selling Agent as described in the Registration Statement.

8.3. **Good Standing**. The Company shall have furnished or caused to be furnished to the Selling Agent on or before such Closing Date satisfactory evidence of the good standing of the Company in the State of Delaware and its good standing as foreign entities in such other jurisdictions as the Selling Agent may reasonably request, in each case in writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions.

8.4. **No Force Majeure**. On or after the Effective Date, there shall not have occurred any of the following: (a) a suspension or material limitation in trading in securities generally on the New York Stock Exchange, Inc., NYSE MKT or NASDAQ; (b) a general moratorium on commercial banking activities declared by either Federal or New York authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (c) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (d) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (c) or (d) in the judgment of the Selling Agent makes it impracticable or inadvisable to proceed with the offering or the delivery of the Securities being delivered on such Closing Date on the terms and in the manner contemplated in the Prospectus.

8.5. Company Counsel Matters.

8.5.1. Closing Date Opinion of Counsel. On the Closing Date, the Selling Agent shall have received the opinion of outside legal counsel to the Company, and 10b-5 letter of negative assurance, in each case addressed to the Selling Agent, dated the Closing Date and in form and substance reasonably satisfactory to the Selling Agent.

8.5.2. Reliance. In rendering such opinions, such counsel may rely: (i) as to matters involving the application of laws other than the laws of the United States and jurisdictions in which they are admitted, to the extent such counsel deems proper and to the extent specified in such opinion, if at all, upon an opinion or opinions (in form and substance reasonably satisfactory to the Selling Agent) of other counsel reasonably acceptable to the Selling Agent, familiar with the applicable laws; and (ii) as to matters of fact, to the extent they deem proper, on certificates or other written statements of officers of the Company and officers of departments of various jurisdiction having custody of documents respecting the corporate existence or good standing of the Company, provided that copies of any such statements or certificates shall be delivered to Selling Agent's counsel if requested.

8.6. Cold Comfort Letter. At the time this Agreement is executed, and on the Closing Date, the Selling Agent shall have received a cold comfort letter, addressed to the Selling Agent, and in form and substance reasonably satisfactory in all respects to the Selling Agent from Friedman dated as of the Closing Date.

8.7. Officers' Certificates.

8.7.1. Officers' Certificate. On the Closing Date, the Selling Agent shall have received a certificate of the Company signed by the Chairman of the Board and Chief Executive Officer of the Company, dated the Closing Date, to the effect that the Company has performed all covenants and complied with all conditions required by this Agreement to be performed or complied with by the Company prior to and as of the Closing Date, and that the conditions set forth in **Section 8.1** hereof have been satisfied as of such date and that, as of the Closing Date, the representations and warranties of the Company set forth in **Section 6** hereof are true and correct. In addition, the Selling Agent will have received such other and further certificates of officers of the Company as the Selling Agent may reasonably request.

8.7.2. Secretary's Certificate. On the Closing Date, the Selling Agent shall have received a certificate of the Company signed by the Secretary or Assistant Secretary of the Company, dated the Closing Date, certifying: (i) that the Certificate of Incorporation is true and complete, has not been modified and is in full force and effect; (ii) that the resolutions of the Company's Board of Directors relating to the Offering contemplated by this Agreement are in full force and effect and have not been modified or rescinded; (iii) as to the accuracy and completeness of all correspondence between the Company or its counsel and the Commission; and (iv) as to the incumbency of the officers of the Company. The documents referred to in such certificate shall be attached to such certificate.

8.8. **No Material Changes**. Prior to and on each Closing Date: (i) there shall have been no material adverse change or development involving a prospective material adverse change in the condition or the business activities, financial or otherwise, of the Company from the latest dates as of which such condition is set forth in the Registration Statement and the Prospectus; (ii) no action, suit or proceeding, at law or in equity, shall have been pending or, to the knowledge of the Company, threatened against the Company or any Insider before or by any court or federal or state commission, board or other administrative agency wherein an unfavorable decision, ruling or finding may materially adversely affect the business, operations or financial condition or income of the Company, except as set forth in the Registration Statement and the Prospectus; (iii) no stop order shall have been issued under the Securities Act and no proceedings therefore shall have been initiated or threatened by the Commission; and (iv) the Registration Statement and the Prospectus and any amendments or supplements thereto shall contain all material statements which are required to be stated therein in accordance with the Securities Act and the Regulations and shall conform in all material respects to the requirements of the Securities Act and the Regulations, and the Registration Statement or the Prospectus and any amendment or supplement thereto shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in light of the circumstances under which they were made) not misleading.

8.9. **Delivery of Agreements**.

8.9.1. **Pre-Closing Date Deliveries**. On or prior to the Closing Date, the Company shall have delivered to the Selling Agent executed copies of the Lock-Up Agreements.

8.9.2. **Closing Date Deliveries**. On the Closing Date, the Company shall have delivered to the Selling Agent an executed copy of this Agreement and the Selling Agent's Warrant Agreement.

9. **Indemnification**.

9.1. **Indemnification of the Selling Agent**.

9.1.1. **General**. Subject to the conditions set forth below, the Company agrees to indemnify and hold harmless the Selling Agent and each Dealer, if any, and each of their respective directors, officers and employees and each person, if any, who controls within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act ("**Controlling Person**"), the Selling Agent and such Dealers, and the successors and assigns of all of the foregoing persons, against any loss, liability, claim, damage and expense whatsoever (including but not limited to any and all legal or other expenses reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, whether arising out of any action between the Selling Agent and the Company or between the Selling Agent and any third party or otherwise) to which they or any of them may become subject under the Securities Act, the Exchange Act or any other statute or at common law or otherwise or under the laws of foreign countries, arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in (i) the Registration Statement or the Prospectus (as from time to time each may be amended and supplemented); (ii) any materials or information provided to Purchasers by, or with the written approval of, the Company in connection with the marketing of the Offering of the Securities, including any "road show" or Purchaser presentations made to Purchasers by the Company (whether in person or electronically); or (iii) any application or other document or written communication (in this **Section 9.1.1**, collectively called "**application**") executed by the Company or based upon written information furnished by the Company in any jurisdiction in order to qualify the Securities under the securities laws thereof or filed with the Commission, any state securities commission or agency, NASDAQ or any securities exchange; or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, unless such statement or omission was made in reliance upon and in strict conformity with "**Selling Agent's Information**" (as described in **Section 6.10.1**) furnished to the Company by the Selling Agent. The Company agrees promptly to notify the Selling Agent of the commencement of any litigation or proceedings against the Company or any of its officers, directors or Controlling Persons in connection with the issue and sale of the Securities or in connection with the Registration Statement or the Prospectus.

9.1.2. **Procedure**. If any action is brought against the Selling Agent, a Dealer, or a Controlling Person in respect of which indemnity may be sought against the Company pursuant to **Section 9.1.1**, the Selling Agent, such Dealer or Controlling Person, as the case may be, shall promptly notify the Company in writing of the institution of such action and the Company shall assume the defense of such action, including the employment and fees of counsel (subject to the reasonable approval of such Selling Agent, such Dealer or Controlling Person, as the case may be) and payment of actual expenses. Any delay in notice will not relieve the Company of any liability to an indemnified party, except to the extent that the Company demonstrates that the delay prejudiced the defense of such action. Any indemnified person shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel which are incurred after the Company assumes the defense of the Securities Action shall be at the expense of the Selling Agent, such Dealer or Controlling Person unless (i) the employment of such counsel at the expense of the Company shall have been authorized in writing by the Company in connection with the defense of such action, or (ii) the Company fails to assume the defense or to employ counsel to have charge of the defense of such action within a reasonable time after notice of such action, or (iii) such indemnified party or parties shall have reasonably concluded, based upon the written opinion of counsel, that there may be defenses available to it or them which are different from or additional to those available to the Company (in which case the Company shall not have the right to direct the defense of such action on behalf of the indemnified party or parties), in any of which events the reasonable fees and expenses of not more than one additional firm of attorneys selected by the Selling Agent, such Dealer and/or Controlling Person in their sole discretion shall be borne by the Company and paid as incurred or, at the option of the indemnified party, advanced pursuant to **Section 9.1.4.**

9.1.3. **Settlement**. The Company will not effect any settlement of a proceeding in respect of which indemnification may be sought hereunder (whether or not any indemnified person is a party therein) unless the Company has given the Selling Agent, a Dealer or Controlling Person, as the case may be, reasonable prior written notice thereof and such settlement, compromise, consent or termination includes an unconditional release of each indemnified party from any liabilities arising out of such proceeding. The Company will not permit any such settlement, compromise, consent or termination to include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of any indemnified party, without that party's prior written consent. Notwithstanding anything to the contrary contained herein, if the Selling Agent, a Dealer or Controlling Person shall conduct the defense of an action as provided in **Section 9.1.2**, the Company shall have the right to approve the terms of any settlement of such action, which approval shall not be unreasonably withheld, except that if the Company is required to and nonetheless fails to reimburse or advance the expenses of such defense, then the Company shall be bound by any determination made in the action or by any compromise or settlement made by the indemnified party without the Company's written consent, subject to the requirements of **Section 9.1.4**.

9.1.4. **Settlement without Consent if Failure to Reimburse or Advance**. If at any time the Selling Agent, a Dealer or a Controlling Person shall have requested the Company to reimburse or advance to the indemnified party its fees and expenses, including the reasonable fees of counsel, the Company agrees that it shall be liable for any settlement of the nature contemplated by **Section 9.1.3** effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by the Company of the aforesaid request, (ii) the Company shall have received notice of the terms of such settlement at least 45 days prior to such settlement being entered into, and (iii) the Company shall not have reimbursed or advanced to such Selling Agent, such Dealer or Controlling Person in accordance with such request prior to the date of such settlement, unless such failure to reimburse or advance to such Selling Agent, such Dealer or Controlling Person is based on a dispute with a good faith basis as to either the obligation of the Company arising under this Section 9 to indemnify the Selling Agent, such Dealer or Controlling Person or the amount of such obligation, and the Company shall have notified the Selling Agent, such Dealer or Controlling Person of such good faith dispute prior to the date of such settlement.

9.2. **Indemnification of the Company**. The Selling Agent agrees to indemnify and hold harmless the Company, its directors, officers and employees and agents who control the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any and all loss, liability, claim, damage and expense described in the foregoing indemnity from the Company to the Selling Agent, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions made in any Preliminary Prospectus, the Registration Statement or Prospectus or any amendment or supplement thereto or in any application, made in reliance upon and in strict conformity with the "Selling Agent's Information" furnished by the Selling Agent to the Company expressly for use in the Registration Statement or the Prospectus or any amendment or supplement thereto or in any such application. In case any action shall be brought against the Company or any other person so indemnified based on the Registration Statement or the Prospectus or any amendment or supplement thereto or any application, and in respect of which indemnity may be sought against an Selling Agent, the Selling Agent shall have the rights and duties given to the Company, and the Company and each other person so indemnified shall have the rights and duties given to the Selling Agent, by the provisions of **Section 9.1**.

9.3. Contribution.

9.3.1. Contribution Rights. In order to provide for just and equitable contribution under the Securities Act in any case in which (i) any person entitled to indemnification under this **Section 9** makes claim for indemnification pursuant hereto but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this **Section 9** provides for indemnification in such case, or (ii) contribution under the Securities Act, the Exchange Act or otherwise may be required on the part of any such person in circumstances for which indemnification is provided under this **Section 9** but is unavailable, then, and in each such case, the Company and the Selling Agent shall contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by said indemnity agreement incurred by the Company and the Selling Agent, as incurred, in such proportions that reflect the relative fault of, and relative benefit received by, the Selling Agent and the Company, such relative benefit to be determined by the percentage that the Selling Agent discount appearing on the cover page of the Prospectus bears to the initial offering price appearing thereon; provided, that, no person guilty of a fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Notwithstanding the provisions of this **Section 9.3.1**, the Selling Agent shall not be required to contribute any amount in excess of the amount by which the total price at which the Securities distributed to the public were offered to the public exceeds the amount of any damages that the Selling Agent has otherwise been required to pay in respect of such losses, liabilities, claims, damages and expenses. For purposes of this **Section 9.3.1**, each director, officer and employee of the Selling Agent or the Company, as applicable, and each person, if any, who controls the Selling Agent or the Company, as applicable, within the meaning of Section 15 of the Securities Act shall have the same rights to contribution as the Selling Agent or the Company, as applicable.

9.3.2. Contribution Procedure. Within fifteen (15) days after receipt by any party to this Agreement (or its representative) of notice of the commencement of any action, suit or proceeding, such party will, if a claim for contribution in respect thereof is to be made against another party ("**contributing party**"), notify the contributing party of the commencement thereof, but the failure to so notify the contributing party will not relieve it from any liability which it may have to any other party other than for contribution hereunder. In case any such action, suit or proceeding is brought against any party, and such party notifies a contributing party or its representative of the commencement thereof within the aforesaid fifteen (15) days, the contributing party will be entitled to participate therein with the notifying party and any other contributing party similarly notified. Any such contributing party shall not be liable to any party seeking contribution on account of any settlement of any claim, action or proceeding affected by such party seeking contribution without the written consent of such contributing party. The contribution provisions contained in this **Section 8.3.2** are intended to supersede, to the extent permitted by law, any right to contribution under the Securities Act, the Exchange Act or otherwise available.

10. Effective Date. This Agreement shall become effective when the Company and the Selling Agent have executed the same and delivered counterparts of such signatures to the other parties.

11. **Termination**. This Agreement shall terminate automatically if (i) the Requisite Amount is not received by the Escrow Agent on or before the Termination Date or (ii) immediately following a Closing Date (the "**Final Closing Date**"), the Maximum Amount has been sold. Either party shall have the right to terminate this Agreement at any time prior to any Closing Date, (i) if any domestic or international event or act or occurrence has materially disrupted, or in the terminating party's reasonable opinion will in the immediate future materially disrupt, general securities markets in the United States; or (ii) if trading on the New York Stock Exchange, the NASDAQ Global Market or the NASDAQ Capital Market or NYSE MKT shall have been noticed for or actually suspended or materially limited, or minimum or maximum prices for trading shall have been fixed, or maximum ranges for prices for securities shall have been required by FINRA or by order of the Commission or any other government authority having jurisdiction, or (iii) if the United States shall have become involved in a new war or a substantial increase in existing major hostilities occurs, or (iv) if a banking moratorium has been declared by a New York State or federal authority or foreign authority which has a substantial disruptive effect on or adversely impacts the United States securities markets, or (v) if a moratorium on foreign exchange trading has been declared which materially adversely impacts the United States securities markets, or (vi) if the Company shall have sustained a material loss by fire, flood, accident, hurricane, earthquake, theft, sabotage or other calamity or malicious act which, whether or not such loss shall have been insured, will, in the Company's reasonable opinion, make it inadvisable to proceed with the delivery of the Securities, or (vii) if the Company or the Selling Agent, as the case may be, is in material breach of any of its representations, warranties or covenants hereunder, or (viii) if the Selling Agent shall have become aware after the date hereof of such a Material Adverse Effect on the Company, or such adverse material change in general market conditions as in the Selling Agent's good faith judgment would make it impracticable to proceed with the offering, sale and/or delivery of the Securities or to enforce contracts made by the Selling Agent for the sale of the Securities.

12. **Expenses**. In the event that this Agreement shall not be carried out for any reason, the Company shall be obligated to pay to the Selling Agent its actual and accountable out-of-pocket expenses related to the transactions contemplated herein then due and payable (including the actual and accountable reasonable out-of-pocket expenses related to its legal counsel), up to $75,000 minus any advances made by the Company; *provided, however*, that such expense cap in no way limits or impairs the indemnification and contribution provisions of this Agreement.

13. **Surviving Clause**. Notwithstanding any contrary provision contained in this Agreement, any election hereunder or any termination of this Agreement, and whether or not this Agreement is otherwise carried out, the provisions of **Section 9** shall not be in any way effected by, such election or termination or failure to carry out the terms of this Agreement or any part hereof.

14. **Miscellaneous**.

14.1. **Notices**. All communications hereunder, except as herein otherwise specifically provided, shall be in writing and shall be mailed (registered or certified mail, return receipt requested), personally delivered or sent by facsimile transmission and confirmed, or by electronic transmission via PDF, and shall be deemed given when so delivered or faxed and confirmed or transmitted or if mailed, two days after such mailing.

If to the Selling Agent:

Network 1 Financial Securities, Inc.
The Galleria, Building 2
2 Bridge Avenue
Red Bank, NJ 07701
Attn: Keith Testaverde, Senior VP
T: (732) 758-9001
F: (732) 758-6671

With a copy to (which shall not constitute notice):

Magri Law, LLC
2642 NE 9th Ave.
Fort Lauderdale, FL 333334
Attn: Philip Magri, Esq.
T: (646) 502-5900

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attn: Paul K. Danner, III, CEO
T: (212) 739-7825

With a copy to (which shall not constitute notice):

Robert L. Mazzeo, Esq.
Mazzeo Song P.C.
444 Madison Avenue, 4th Floor
New York, NY 10022
T: (212) 599-0700

14.2. **Headings**. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

14.3. **Amendment**. This Agreement may only be amended by a written instrument executed by each of the parties hereto.

14.4. **Entire Agreement**. This Agreement (together with the other agreements and documents being delivered pursuant to or in connection with this Agreement) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

14.5. **Binding Effect**. This Agreement shall inure solely to the benefit of and shall be binding upon the Selling Agent, the Company and the directors, officers and Controlling Persons referred to in **Section 8.1.1** hereof, and their respective successors, legal representatives and assigns, and no other person shall have or be construed to have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provisions herein contained. The term "successors and assigns" shall not include a purchaser, in its capacity as such, of securities from the Selling Agent.

14.6. **Governing Law**. This Agreement shall be deemed to have been executed and delivered in New York and both this Agreement and the transactions contemplated hereby shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws of the State of New York, without regard to the conflicts of laws principles thereof (other than Section 5-1401 of The New York General Obligations Law). Each of the Selling Agent and the Company: (a) agrees that any legal suit, action or proceeding arising out of or relating to this Agreement and/or the transactions contemplated hereby shall be instituted exclusively in the Supreme Court of the State of New York, New York County, or in the United States District Court for the Southern District of New York located in New York County, (b) waives any objection which it may have or hereafter to the venue of any such suit, action or proceeding, and (c) irrevocably consents to the jurisdiction of Supreme Court of the State of New York, New York County, or in the United States District Court for the Southern District of New York located in New York County in any such suit, action or proceeding. Each of the Selling Agent and the Company further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the Supreme Court of the State of New York, New York County, or in the United States District Court for the Southern District of New York located in New York County and agrees that service of process mailed by certified mail to such party's address or delivered by Federal Express via overnight delivery shall be deemed in every respect effective service of process upon such party, in any such suit, action or proceeding,. EACH OF THE COMPANY AND THE SELLING AGENT (ON BEHALF OF ITSELF, ITS SUBSIDIARIES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF ITS RESPECTIVE EQUITY HOLDERS AND CREDITORS) HEREBY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED UPON, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE REGISTRATION STATEMENT AND THE PROSPECTUS.

14.7. **Execution in Counterparts**. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts has been signed by each of the parties hereto and delivered to each of the other parties hereto. Delivery of a signed counterpart of this Agreement by facsimile or email/pdf transmission shall constitute valid and sufficient delivery thereof.

14.8. **Waiver, etc**. The failure of any of the parties hereto to at any time enforce any of the provisions of this Agreement shall not be deemed or construed to be a waiver of any such provision, nor to in any way affect the validity of this Agreement or any provision hereof or the right of any of the parties hereto to thereafter enforce each and every provision of this Agreement. No waiver of any breach, non-compliance or non-fulfillment of any of the provisions of this Agreement shall be effective unless set forth in a written instrument executed by the party or parties against whom or which enforcement of such waiver is sought; and no waiver of any such breach, non-compliance or non-fulfillment shall be construed or deemed to be a waiver of any other or subsequent breach, non-compliance or non-fulfillment.

14.9. **No Fiduciary Relationship**. The Company hereby acknowledges that the Selling Agent and each Dealer is acting solely as a selling agent in connection with the Offering of the Securities. The Company further acknowledges that the Selling Agent is acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm's length basis and in no event do the parties intend that the Selling Agent or Dealers act or be responsible as a fiduciary to the Company, its management, shareholders, creditors or any other person in connection with any activity that the Selling Agent and Dealers may undertake or have undertaken in furtherance of the Offering of the Securities, either before or after the date hereof. The Selling Agent on its own behalf and on behalf of the Dealers, hereby each expressly disclaims any fiduciary or similar obligations to the Company, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Company hereby confirms its understanding and agreement to that effect. The Company, the Selling Agent on its own behalf and on behalf of the Dealers, agree that they are each responsible for making their own independent judgments with respect to any such transactions, and that any opinions or views expressed by the Selling Agent and Dealers to the Company regarding such transactions, including but not limited to any opinions or views with respect to the price or market for the Company's securities, do not constitute advice or recommendations to the Company. The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the Selling Agent and Dealers with respect to any breach or alleged breach of any fiduciary or similar duty to the Company in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions.

[SIGNATURE PAGE FOLLOWS]

If the foregoing correctly sets forth the understanding between the Selling Agent and the Company, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement between us.

Very truly yours,

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Paul K. Danner, III
Chief Executive Officer

Accepted and Agreed to this 15th day of August, 2016.

NETWORK 1 FINANCIAL SECURITIES, INC.

By: /s/ Damon D. Testaverde
Name: Damon D. Testaverde
Title: Managing Director

SCHEDULE A
Lock-Up Parties

Joseph Gamberale
Ivy Equity Investors, LLC
Paul K. Danner, III
John Price
Renzo Gracie
Mark D. Shefts
Joel D. Tracy
Burt A. Watson
Michael V. Constantino
Robert J. Haydak, Jr.
John Rallo
Danielle L. Vale
Nick Harmeier
Joe DeRobbio
Jason Robinett
Jay Schneider
David Klarman

EXHIBIT A

SUBSCRIPTION AGREEMENT

(Attached Hereto)

ALLIANCE MMA, INC.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "**Subscription Agreement**") is dated ___ ___, 2016, by and between the undersigned identified on the Signature Page hereto (the "**Investor**") and Alliance MMA, Inc., a Delaware corporation (the "**Company**").

WHEREAS, the Company has authorized the sale and issuance of a minimum of 1,111,111 (the "**Minimum Amount**") and up to a maximum of 3,333,333 shares (the "**Shares**") of its common stock, par value $0.001 per share (the "**Common Stock**"), on a "best efforts" basis at an initial public offering price of $4.50 per Share (the "**Purchase Price**");

WHEREAS, the offering and sale of the Shares (the "**Offering**") are being made pursuant to an effective Registration Statement on Form S-1 (File No. 333-_____) (the "**Registration Statement**") filed under the Securities Act of 1933, as amended (the "**Securities Act**"), by the Company with the U.S. Securities and Exchange Commission (the "**Commission**");

WHEREAS, the Company has entered into a Selling Agent Agreement, dated _____ _____, 2016, with Network 1 Financial Securities, Inc., a FINRA-registered broker/dealer, to act as the selling agent of the Shares in the Offering (the "**Selling Agent**");

WHEREAS, the Company, Selling Agent and Signature Bank have entered into an Escrow Agreement, dated _____, 2016 (the "**Escrow Agreement**"), pursuant to which Signature Bank has agreed to serve as the escrow agent in connection with the Offering (the "**Escrow Agent**");

WHEREAS, the Investor desires to purchase a certain amount of Shares from the Company.

NOW, THEREFORE, in consideration of the foregoing and of the covenants contained herein, the sufficiency of which is hereby mutually accepted, the parties hereby agree as follows:

1. **Subscription**. Investor agrees to buy and the Company agrees to sell and issue to Investor such number of Shares of Common Stock as set forth on the signature page hereto (the "**Signature Page**"), for an aggregate purchase price equal to the product of (x) the aggregate number of Shares of Common Stock the Investor has agreed to purchase and (y) the Purchase Price per Share.

2. **Procedure**.

    a. Prior to the Closing Date (as defined below), the Investor will:

        i. Complete and execute this Subscription Agreement and deliver it to the Selling Agent at the address set forth below for forwarding to the Company:

        Network 1 Financial Securities, Inc.
        The Galleria, Building 2
        2 Bridge Avenue
        Red Bank, NJ 07701
        Attn: Keith Testaverde, Senior VP
        T: (732) 758-9001
        F.: (732) 758-6671

ii. Deliver funds in an amount equal to the Purchase Price multiplied by the number of Shares to which such Investor has subscribed to the Escrow Agent via checks made payable to the order of "*Signature Bank, as Escrow Agent for Alliance MMA, Inc*.," or wire transfer to:
Signature Bank
950 Third Avenue
New York, NY 10022
ABA No.: 026013576
Account No.: 1502649902

3. **Closing Date; Termination Date**. If the Escrow Agent shall have received at least an aggregate amount of $5,000,000 (the "Requisite Funds") on or before 5:00 p.m., New York City time, on October 31, 2016 (the "**Termination Date**"), the Escrow Agent will release the balance of the Escrow Account for collection by the Company and the Selling Agent as provided in the Escrow Agreement and the Company shall deliver the Common Stock being purchased on the Closing Date to the Investors, through the facilities of DTC, and such Common Stock shall be registered in such name or names and shall be in such denominations, as the Selling Agent may request by written notice to the Company (the "**Closing**"). The cost of original issue tax stamps and other transfer taxes, if any, in connection with the issuance and delivery of the Common Stock by the Company to the respective Investors shall be borne by the Company. The date on which the Escrow Agent releases the balance of the Escrow Account for collection by the Company and the Selling Agent against delivery of the Common Stock to the Investors as described above, is hereinafter referred to as the "**Closing Date**."

4. **Return of Funds**. If the Requisite Funds have not been received by the Escrow Agent on or before the Termination Date, the Offering will be deemed terminated, the Escrow Agent will promptly return the funds to the Investors without interest or deduction and the Selling Agent shall not be entitled to any compensation hereunder.

5. **Investor Representations**.

   a. The Investor represents that it has received (or otherwise had made available to it by the filing by the Company of an electronic version thereof with the Commission) the Prospectus prior to or in connection with the receipt of this Agreement.

   b. The Investor represents that, except as set forth below, (i) it has had no position, office or other material relationship within the past three years with the Company or persons known to it to be affiliates of the Company, (ii) it is not a member of the Financial Industry Regulatory Authority, Inc. ("**FINRA**") or an Associated Person (as such term is defined under the FINRA's NASD Membership and Registration Rules Section 1011) as of the Closing, and (iii) neither the Investor nor any group of Investors (as such term is used in Rule 13d-5 under the Exchange Act (as defined below)) of which the Investor is a part in connection with the Offering, acquired, or obtained the right to acquire, 10% or more of the Common Stock (or securities convertible into or exercisable for Common Stock) or the voting power of the Company on a post-transaction basis.

   Exceptions:_____

   (If no exceptions, write "none." If left blank, response will be deemed to be "none.")

6. **Acceptance**. No offer by the Investor to buy Shares will be accepted and no part of the Purchase Price will be delivered to the Company until the Company has accepted such offer by countersigning a copy of this Agreement and delivering a fully-executed version of this Agreement, and any such offer may be withdrawn or revoked, without obligation or commitment of any kind, at any time prior to such execution and delivery by the Company.

7. **Company Confirmation**. The Investor acknowledges and agrees that such Investor's receipt of the Company's signed counterpart to this Agreement, together with the Prospectus (or the filing by the Company of an electronic version thereof with the Commission), shall constitute written confirmation of the Company's sale of the Shares to such Investor.

8. **Not a Firm Commitment Offering**. The Investor acknowledges that the Offering is being conducted on a "best efforts" basis and is not being underwritten on a "firm commitment" basis by the Selling Agent.

9. **Termination**. In the event that the Selling Agent Agreement is terminated by the Selling Agent pursuant to the terms thereof, this Agreement shall terminate without any further action on the part of the parties hereto.

10. **Notices**. All communications hereunder, except as herein otherwise specifically provided, shall be in writing and shall be mailed (registered or certified mail, return receipt requested), personally delivered or sent by facsimile transmission and confirmed, or by electronic transmission via PDF, and shall be deemed given when so delivered or faxed and confirmed or transmitted or if mailed, two days after such mailing.

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attn: Paul K. Danner, III, CEO
T: (212) 739-7825

With a copy to (which shall not constitute notice):

Robert L. Mazzeo, Esq.
Mazzeo Song P.C.
444 Madison Avenue, 4th Floor
New York, NY 10022
T: (212) 599-0700

If to the Selling Agent:

Network 1 Financial Securities, Inc.
The Galleria, Building 2
2 Bridge Avenue
Red Bank, NJ 07701
Attn: Keith Testaverde, Senior VP
T: (732) 758-9001
F: (732) 758-6671

With a copy to (which shall not constitute notice):

Magri Law, LLC
2642 NE 9th Ave.
Fort Lauderdale, FL 333334
Attn: Philip Magri, Esq.
T: (646) 502-5900

11. **Changes**. This Agreement may not be modified or amended except pursuant to an instrument in writing signed by the Company and the Investor.

12. **Headings**. The headings of the various sections of this Agreement have been inserted for convenience of reference only and will not be deemed to be part of this Agreement.

13. **Severability**. In case any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

14. **Governing Law**. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflicts of law that would require the application of the laws of any other jurisdiction.

15. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one instrument, and will become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties.

[SIGNAURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Investor has executed this Subscription Agreement as of the date written below.

Issuer:		**ALLIANCE MMA, INC.**
Purchase Price per Share:		**$4.50**
Number of Shares being Purchased by Investor:		_____
Total Purchase Price (Number of Shares multiplied by Purchase Price:		**$**_____

INVESTOR:

_____
Name of Investor

_____
Signature of Investor

_____
Social Security Number (SSN) or Fed Tax ID (EIN)

Date: _____

CO-INVESTOR:

_____
Name of Co-Investor, if applicable

_____
Signature of Co-Investor, if applicable

_____
Social Security Number (SSN) or Fed Tax ID (EIN)

Date: _____

The Shares subscribed for hereby are being purchased as follows:

(*Check One*)

____ individually
____ joint tenants
____ joint tenants with right of survivorship
____ tenants in common
____ partnership
____ limited liability company
____ as custodian, trustee or agent for _____ corporation

Investor's Name and
Business Address (please print or type)

Co-Investor's Name and Business
Address (please print or type):

Investor's Residence Address
(please print or type):

Co-Investor's Residence Address
(please print or type):

Name of DTC Participant (broker-dealer at which the account or accounts to be credited with the Shares are maintained):

DTC Participant Number:

Name of Account at DTC Participant being credited with the Shares:

Account Number at DTC Participant being credited with the Shares:

The foregoing Subscription is hereby accepted.

ALLIANCE MMA, INC.

By:
Paul K. Danner, III
Chief Executive Officer

Date:

EXHIBIT B

SELLING AGENT'S WARRANT

(Attached Hereto)

Form of Selling Agent's Warrant Agreement

THE REGISTERED HOLDER OF THIS PURCHASE WARRANT BY ITS ACCEPTANCE HEREOF, AGREES THAT IT WILL NOT SELL, TRANSFER OR ASSIGN THIS PURCHASE WARRANT EXCEPT AS HEREIN PROVIDED AND THE REGISTERED HOLDER OF THIS PURCHASE WARRANT AGREES THAT IT WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE OR HYPOTHECATE THIS PURCHASE WARRANT FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FOLLOWING THE EFFECTIVE DATE (DEFINED BELOW) TO ANYONE OTHER THAN (I) AN SELLING AGENT OR A SELECTED DEALER IN CONNECTION WITH THE OFFERING, OR (II) A BONA FIDE OFFICER OR PARTNER OF ANY SUCH SELLING AGENT OR SELECTED DEALER.

PURCHASE WARRANT IS NOT EXERCISABLE PRIOR TO [_____] [**DATE THAT IS SIX MONTHS FROM THE EFFECTIVE DATE OF THE OFFERING**]. VOID AFTER 5:00 P.M., EASTERN TIME, [_____] [**DATE THAT IS FIVE YEARS FROM THE EFFECTIVE DATE OF THE OFFERING**].

COMMON STOCK PURCHASE WARRANT
For the Purchase of [_____] Shares of Common Stock

ALLIANCE MMA, INC.

1. Purchase Warrant. THIS CERTIFIES THAT, in consideration of funds duly paid by or on behalf of _____ (" **Holder**"), as registered owner of this Purchase Warrant, to Alliance MMA, Inc., a Delaware corporation (the "**Company**"), Holder is entitled, at any time or from time to time from [_____] [**DATE THAT IS SIX MONTHS FROM THE EFFECTIVE DATE OF THE REGISTRATION STATEMENT**] (the "**Commencement Date**"), and at or before 5:00 p.m., Eastern time, [_____] [**DATE THAT IS FIVE YEARS FROM THE EFFECTIVE DATE OF THE REGISTRATION STATEMENT**] (the "**Expiration Date**"), but not thereafter, to subscribe for, purchase and receive, in whole or in part, up to [____] shares (the "**Shares**") of common stock of the Company, par value $0.001 per share ("**Common Stock**"), subject to adjustment as provided in Section 6 hereof. If the Expiration Date is a day on which banking institutions are authorized by law to close, then this Purchase Warrant may be exercised on the next succeeding day which is not such a day in accordance with the terms herein. During the period ending on the Expiration Date, the Company agrees not to take any action that would terminate this Purchase Warrant. This Purchase Warrant is initially exercisable at $[___] per Share [**165% of the price of the Shares sold in the Offering**]; provided, however, that upon the occurrence of any of the events specified in Section 6 hereof, the rights granted by this Purchase Warrant, including the exercise price per Share and the number of Shares to be received upon such exercise, shall be adjusted as therein specified. The term "**Exercise Price**" shall mean the initial exercise price or the adjusted exercise price, depending on the context. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Selling Agent Agreement, dated as of _____, 2016, by and between the Company and Network 1 Financial Services, Inc. (the "**Selling Agent Agreement**")

2. Exercise.

2.1. Exercise Form. In order to exercise this Purchase Warrant, the exercise form attached hereto must be duly executed and completed and delivered to the Company, together with this Purchase Warrant and (unless such exercise is cashless as provided herein) payment of the Exercise Price for the Shares being purchased payable in cash by wire transfer of immediately available funds to an account designated by the Company or by certified check or official bank check. If the subscription rights represented hereby shall not be exercised at or before 5:00 p.m., Eastern time, on the Expiration Date, this Purchase Warrant shall become and be void without further force or effect, and all rights represented hereby shall cease and expire.

2.2 Cashless Exercise. In lieu of exercising this Purchase Warrant by payment of cash by wire transfer or check payable to the order of the Company pursuant to Section 2.1 above, Holder may elect to exercise this Purchase Warrant on a "cashless" basis and receive the number of Shares equal to the value of this Purchase Warrant (or the portion thereof being exercised), by surrender of this Purchase Warrant to the Company, together with the exercise form attached hereto, in which event the issue to Holder, Shares in accordance with the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where,

X	=	The number of Shares to be issued to Holder;
Y	=	The number of Shares for which the Purchase Warrant is being exercised;
A	=	The fair market value of one Share; and
B	=	The Exercise Price.

For purposes of this Section 2.2, the fair market value of a Share shall be the average VWAP per share of Common Stock (as reported by Bloomberg) for the ten (10) trading days immediately preceding the date of exercise; *provided, however*, if there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Company's Board of Directors. "**VWAP**" shall mean, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a national securities exchange, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the exchange on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a trading day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), or (b) if the Common Stock is not then listed or quoted for trading on a national securities exchange and if prices for the Common Stock are then reported by OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the closing bid price per share of the Common Stock so reported.

2.3 Legend. Each certificate for the securities purchased under this Purchase Warrant shall bear a legend as follows unless such securities have been registered under the Securities Act of 1933, as amended (the "**Act**"):

"The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "**Act**"), or applicable state law. Neither the securities nor any interest therein may be offered for sale, sold or otherwise transferred except pursuant to an effective registration statement under the Securities Act, or pursuant to an exemption from registration under the Securities Act and applicable state law which, in the opinion of counsel to the Company, is available."

3. Transfer.

3.1 General Restrictions. The registered Holder of this Purchase Warrant agrees by his, her or its acceptance hereof, that such Holder will not: (a) sell, transfer, assign, pledge or hypothecate this Purchase Warrant for a period of one hundred eighty (180) days following the Effective Date to anyone other than: (i) a Selling Agent or a selected dealer participating in the Offering, or (ii) a bona fide officer or partner of any such Selling Agent or selected dealer, in each case in accordance with FINRA Conduct Rule 5110(g)(1), or (b) cause this Purchase Warrant or the securities issuable hereunder to be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of this Purchase Warrant or the securities hereunder, except as provided for in FINRA Rule 5110(g)(2). On and after one hundred eighty (180) days after the Effective Date, transfers to others may be made subject to compliance with or exemptions from applicable securities laws. In order to make any permitted assignment, the Holder must deliver to the Company the assignment form attached hereto duly executed and completed, together with the Purchase Warrant and payment of all transfer taxes, if any, payable in connection therewith. The Company shall within five (5) Business Days of receipt of a duly executed assignment form transfer this Purchase Warrant on the books of the Company and shall execute and deliver a new Purchase Warrant or Purchase Warrants of like tenor to the appropriate assignee(s) expressly evidencing the right to purchase the aggregate number of Shares purchasable hereunder or such portion of such number as shall be contemplated by any such assignment.

3.2 Restrictions Imposed by the Securities Act. The securities evidenced by this Purchase Warrant and the Shares issuable upon exercise hereof shall not be transferred unless and until: (i) the Company has received the opinion of counsel for the Holder that the securities may be transferred pursuant to an exemption from registration under the Securities Act and applicable state securities laws, the availability of which is established to the reasonable satisfaction of the Company (the Company hereby agreeing that the opinion of Mazzeo Song P.C. shall be deemed satisfactory evidence of the availability of an exemption), or (ii) a registration statement or a post-effective amendment to the Registration Statement relating to the offer and sale of such securities has been filed by the Company and declared effective by the U.S. Securities and Exchange Commission (the "**Commission**") and compliance with applicable state securities law has been established.

4. New Purchase Warrants to be Issued.

4.1 Partial Exercise or Transfer. Subject to the restrictions in Section 3 hereof, this Purchase Warrant may be exercised or assigned in whole or in part. In the event of the exercise or assignment hereof in part only, upon surrender of this Purchase Warrant for cancellation, together with the duly executed exercise or assignment form and funds sufficient to pay any Exercise Price and/or transfer tax if exercised pursuant to Section 2.1 hereto, the Company shall cause to be delivered to the Holder without charge a new Purchase Warrant of like tenor to this Purchase Warrant in the name of the Holder evidencing the right of the Holder to purchase the number of Shares purchasable hereunder as to which this Purchase Warrant has not been exercised or assigned.

4.2 Lost Certificate. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Purchase Warrant and of reasonably satisfactory indemnification or the posting of a bond, the Company shall execute and deliver a new Purchase Warrant of like tenor and date. Any such new Purchase Warrant executed and delivered as a result of such loss, theft, mutilation or destruction shall constitute a substitute contractual obligation on the part of the Company.

5. Adjustments.

5.1 Adjustments to Exercise Price and Number of Securities. The Exercise Price and the number of Shares underlying the Purchase Warrant shall be subject to adjustment from time to time as hereinafter set forth:

5.1.1 Share Dividends; Split Ups. If, after the date hereof, and subject to the provisions of Section 5.3 below, the number of outstanding Shares is increased by a stock dividend payable in Shares or by a split up of Shares or other similar event, then, on the effective day thereof, the number of Shares purchasable hereunder shall be increased in proportion to such increase in outstanding Shares, and the Exercise Price shall be proportionately decreased.

5.1.2 Aggregation of Shares. If, after the date hereof, and subject to the provisions of Section 5.3 below, the number of outstanding Shares is decreased by a reverse stock split, consolidation, combination or reclassification of Shares or other similar event, then, on the effective date thereof, the number of Shares purchasable hereunder shall be decreased in proportion to such decrease in outstanding Shares, and the Exercise Price shall be proportionately increased.

5.1.3 Replacement of Securities upon Reorganization, etc. In case of any reclassification or reorganization of the outstanding Shares other than a change covered by Section 5.1.1 or 5.1.2 hereof or that solely affects the par value of such Shares, or in the case of any share reconstruction or amalgamation or consolidation of the Company with or into another corporation (other than a consolidation or share reconstruction or amalgamation in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding Shares), or in the case of any sale or conveyance to another corporation or entity of the property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the Holder of this Purchase Warrant shall have the right thereafter (until the expiration of the right of exercise of this Purchase Warrant) to receive upon the exercise hereof, for the same aggregate Exercise Price payable hereunder immediately prior to such event, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, share reconstruction or amalgamation, or consolidation, or upon a dissolution following any such sale or transfer, by a Holder of the number of Shares of the Company obtainable upon exercise of this Purchase Warrant immediately prior to such event; and if any reclassification also results in a change in Shares covered by Section 5.1.1 or 5.1.2, then such adjustment shall be made pursuant to Sections 5.1.1, 6.1.2 and this Section 5.1.3. The provisions of this Section 5.1.3 shall similarly apply to successive reclassifications, reorganizations, share reconstructions or amalgamations, or consolidations, sales or other transfers.

5.1.4 Changes in Form of Purchase Warrant. This form of Purchase Warrant need not be changed because of any change pursuant to this Section 5.1, and Purchase Warrants issued after such change may state the same Exercise Price and the same number of Shares as are stated in the Purchase Warrants initially issued pursuant to this Agreement. The acceptance by any Holder of the issuance of new Purchase Warrants reflecting a required or permissive change shall not be deemed to waive any rights to an adjustment occurring after the Commencement Date or the computation thereof.

5.2 Substitute Purchase Warrant. In case of any consolidation of the Company with, or share reconstruction or amalgamation of the Company with or into, another corporation (other than a consolidation or share reconstruction or amalgamation which does not result in any reclassification or change of the outstanding Shares), the corporation formed by such consolidation or share reconstruction or amalgamation shall execute and deliver to the Holder a supplemental Purchase Warrant providing that the holder of each Purchase Warrant then outstanding or to be outstanding shall have the right thereafter (until the stated expiration of such Purchase Warrant) to receive, upon exercise of such Purchase Warrant, the kind and amount of shares of stock and other securities and property receivable upon such consolidation or share reconstruction or amalgamation, by a holder of the number of Shares of the Company for which such Purchase Warrant might have been exercised immediately prior to such consolidation, share reconstruction or amalgamation, sale or transfer. Such supplemental Purchase Warrant shall provide for adjustments which shall be identical to the adjustments provided for in this Section 5. The above provision of this Section shall similarly apply to successive consolidations or share reconstructions or amalgamations.

5.3 Elimination of Fractional Interests. The Company shall not be required to issue certificates representing fractions of Shares upon the exercise of the Purchase Warrant, nor shall it be required to issue scrip or pay cash in lieu of any fractional interests, it being the intent of the parties that all fractional interests shall be eliminated by rounding any fraction up or down, as the case may be, to the nearest whole number of Shares or other securities, properties or rights.

6. Reservation and Listing. The Company shall at all times reserve and keep available out of its authorized Shares, solely for the purpose of issuance upon exercise of the Purchase Warrants, such number of Shares or other securities, properties or rights as shall be issuable upon the exercise thereof. The Company covenants and agrees that, upon exercise of the Purchase Warrants and (other than in connection with a cashless exercise hereunder) payment of the Exercise Price therefor, in accordance with the terms hereby, all Shares and other securities issuable upon such exercise shall be duly and validly issued, fully paid and non-assessable and not subject to preemptive rights of any shareholder. As long as the Purchase Warrants shall be outstanding, the Company shall use its commercially reasonable efforts to cause all Shares issuable upon exercise of the Purchase Warrants to be listed (subject to official notice of issuance) on all national securities exchanges (or, if applicable, on the OTC Bulletin Board or any successor trading market) on which the Shares issued to the public in the Offering may then be listed and/or quoted.

7. Certain Notice Requirements.

7.1 Holder's Right to Receive Notice. Nothing herein shall be construed as conferring upon the Holders the right to vote or consent or to receive notice as a shareholder for the election of directors or any other matter, or as having any rights whatsoever as a shareholder of the Company. If, however, at any time prior to the expiration of the Purchase Warrants and their exercise, any of the events described in Section 7.2 shall occur, then, in one or more of said events, the Company shall give a copy of each notice given to the other shareholders of the Company written notice of such event at the same time that it gives notice thereof to such shareholders.

7.2 Events Requiring Notice. The Company shall be required to give the notice described in this Section 7 upon one or more of the following events: (i) if the Company shall take a record of the holders of its Shares for the purpose of entitling them to receive a dividend or distribution payable otherwise than in cash, or a cash dividend or distribution payable otherwise than out of retained earnings, as indicated by the accounting treatment of such dividend or distribution on the books of the Company, (ii) the Company shall offer to all the holders of its Shares any additional shares of capital stock of the Company or securities convertible into or exchangeable for shares of capital stock of the Company, or any option, right or warrant to subscribe therefor, or (iii) a dissolution, liquidation or winding up of the Company (other than in connection with a consolidation or share reconstruction or amalgamation) or a sale of all or substantially all of its property, assets and business shall be proposed.

7.3 Notice of Change in Exercise Price. The Company shall, promptly after an event requiring a change in the Exercise Price pursuant to Section 6 hereof, send notice to the Holders of such event and change ("**Price Notice**"). The Price Notice shall describe the event causing the change and the method of calculating same and shall be certified as being true and accurate by the Company's Chief Financial Officer.

7.4 Transmittal of Notices. All notices, requests, consents and other communications under this Purchase Warrant shall be in writing and shall be deemed to have been duly made when hand delivered, or mailed by express mail or private courier service: (i) if to the registered Holder of the Purchase Warrant, to the address of such Holder as shown on the books of the Company, or (ii) if to the Company, to following address or to such other address as the Company may designate by notice to the Holders:

If to the Holder:

Attn:

a copy (which shall not constitute notice) to:

to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attn: Paul K. Danner, III, CEO
T: (212) 739-7825

With a copy to (which shall not constitute notice):

Robert L. Mazzeo, Esq.
Mazzeo Song P.C.
444 Madison Avenue, 4th Floor
New York, NY 10022
T: (212) 599-0700

8. Miscellaneous.

8.1 Amendments. The Company may from time to time supplement or amend this Purchase Warrant without the approval of any of the Holders in order to cure any ambiguity, to correct or supplement any provision contained herein that may be defective or inconsistent with any other provisions herein, or to make any other provisions in regard to matters or questions arising hereunder that the Company may deem reasonably necessary or desirable and that the Company deem shall not adversely affect the interest of the Holders. All other modifications or amendments shall require the written consent of and be signed by the party against whom enforcement of the modification or amendment is sought.

8.2 Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Purchase Warrant.

8.3. Entire Agreement. This Purchase Warrant (together with the other agreements and documents being delivered pursuant to or in connection with this Purchase Warrant) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

8.4 Binding Effect. This Purchase Warrant shall inure solely to the benefit of and shall be binding upon, the Holder and the Company and their permitted assignees, respective successors, legal representative and assigns, and no other person shall have or be construed to have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Purchase Warrant or any provisions herein contained.

8.5 Governing Law; Submission to Jurisdiction; Trial by Jury. This Purchase Warrant shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflict of laws principles thereof. Each of the Company and the Holder hereby agrees that any action, proceeding or claim against it arising out of, or relating in any way to this Purchase Warrant shall be brought and enforced in the New York Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. Each of the Company and the holder hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Any process or summons to be served upon the Company or the Holder may be served by transmitting a copy thereof by registered or certified mail, return receipt requested, postage prepaid, addressed to it at the address set forth in Section 7 hereof. Such mailing shall be deemed personal service and shall be legal and binding upon the Company and the Holder in any action, proceeding or claim. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates) and the Holder hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

8.6 Waiver, etc. The failure of the Company or the Holder to at any time enforce any of the provisions of this Purchase Warrant shall not be deemed or construed to be a waiver of any such provision, nor to in any way affect the validity of this Purchase Warrant or any provision hereof or the right of the Company or any Holder to thereafter enforce each and every provision of this Purchase Warrant. No waiver of any breach, non-compliance or non-fulfillment of any of the provisions of this Purchase Warrant shall be effective unless set forth in a written instrument executed by the party or parties against whom or which enforcement of such waiver is sought; and no waiver of any such breach, non-compliance or non-fulfillment shall be construed or deemed to be a waiver of any other or subsequent breach, non-compliance or non-fulfillment.

8.7 Execution in Counterparts. This Purchase Warrant may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts has been signed by each of the parties hereto and delivered to each of the other parties hereto. Such counterparts may be delivered by facsimile transmission or other electronic transmission.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Purchase Warrant to be signed by its duly authorized officer as of the ____ day of _____, 2016.

ALLIANCE MMA, INC.

By: _____
Name: Paul K. Danner, III
Title: Chief Executive Officer

[*Form to be Used to Exercise Purchase Warrant*]

Date: _____, 20___

The undersigned hereby elects irrevocably to exercise the Purchase Warrant for _____ shares of common stock, par value $0.001 per share (the "**Shares**"), of Alliance MMA, Inc., a Delaware corporation (the "**Company**"), and hereby makes payment of $____ (at the rate of $____ per Share) in payment of the Exercise Price pursuant thereto. Please issue the Shares as to which this Purchase Warrant is exercised in accordance with the instructions given below and, if applicable, a new Purchase Warrant representing the number of Shares for which this Purchase Warrant has not been exercised.

The undersigned hereby elects irrevocably to convert its right to purchase ___ Shares of the Company under the Purchase Warrant for _____ Shares, as determined in accordance with the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where,

X	=	The number of Shares to be issued to Holder;
Y	=	The number of Shares for which the Purchase Warrant is being exercised;
A	=	The fair market value of one Share; and
B	=	The Exercise Price.

The undersigned agrees and acknowledges that the calculation set forth above is subject to confirmation by the Company and any disagreement with respect to the calculation shall be resolved by the Company in its sole discretion.

Please issue the Shares as to which this Purchase Warrant is exercised in accordance with the instructions given below and, if applicable, a new Purchase Warrant representing the number of Shares for which this Purchase Warrant has not been converted.

Signature: _____

Signature Guaranteed: _____

INSTRUCTIONS FOR REGISTRATION OF SECURITIES:

Name: _____

(Print in Block Letters)

Address: _____

_____

NOTICE: The signature to this form must correspond with the name as written upon the face of the Purchase Warrant without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank, other than a savings bank, or by a trust company or by a firm having membership on a registered national securities exchange.

[*Form to be Used to Assign Purchase Warrant*]

(To be executed by the registered Holder to effect a transfer of the within Purchase Warrant):

FOR VALUE RECEIVED, _____ does hereby sell, assign and transfer unto the right to purchase shares of common stock, par value $0.001 per share, of Alliance MMA, Inc., a Delaware corporation (the "**Company**"), evidenced by the Purchase Warrant and does hereby authorize the Company to transfer such right on the books of the Company.

Dated: _____, 20__

Signature: _____

Signature Guaranteed: _____

NOTICE: The signature to this form must correspond with the name as written upon the face of the within Purchase Warrant without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank, other than a savings bank, or by a trust company or by a firm having membership on a registered national securities exchange.

EXHIBIT C

LOCK-UP AGREEMENT

(Attached Hereto)

[Form of Lock-Up Agreement]

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attn: Paul K. Danner, III, CEO

Network 1 Financial Securities, Inc.
The Galleria, Building 2
2 Bridge Avenue
Red Bank, NJ 07701
Attn: Damon D. Testaverde, Managing Director

RE: Lock-up Agreement

Gentlemen:

The undersigned understands that Network 1 Financial Securities, Inc. (the "**Selling Agent**") proposes to enter into a Selling Agent Agreement (the "**Selling Agent Agreement**") with Alliance MMA, Inc., a Delaware corporation (the "**Company**"), providing for the initial public offering (the "Offering") of up to 3,333,333 shares of common stock, par value $0.001 per share (the "**Common Stock**"), of the Company (the "**Shares**") pursuant to a registration statement on Form S-1 (the "**Registration Statement**") filed with the Securities and Exchange Commission (the "**SEC**").

To induce the Selling Agent to enter into the Selling Agent Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees that, during the period beginning from the date of the final Prospectus covering the public offering of the Shares and continuing to and including the date 180 days after the effective date of the Registration Statement (the "**Lock-up Period**"), the undersigned will not, without the prior written consent of the Selling Agent, directly or indirectly, (i) offer, sell, contract to sell, assign, transfer, encumber, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of the Company's Common Stock, or any options or warrants to purchase any shares of Common Stock of the Company or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock of the Company (collectively, "**Common Stock Equivalents**") held of record by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC as of the date of the final prospectus (collectively the "**Lock-up Shares**"), (ii) enter into or establish any arrangement constituting a "put equivalent position," as defined by Rule 16a-1(h) promulgated under the Securities Exchange Act of 1934, as amended, (iii) enter into any swap or other arrangement that transfers all or a portion of the economic consequences associated with the ownership of the Lock-up Shares, (iv) exercise any registration rights with respect to any Common Stock or Common Stock Equivalents or (v) announce an intent to do any of the forgoing.

The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Lock-up Shares even if the Lock-up Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Lock-up Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such of the Lock-up Shares.

Notwithstanding the foregoing, the undersigned may transfer any or all Lock-up Shares (i) as a *bona fide* gift or gifts, provided that the donee or donees thereof have executed and delivered to the Selling Agent a written agreement providing their agreement to be bound by the restrictions set forth herein, (ii) to any trust, partnership, limited liability company or other legal entity commonly used for estate planning purposes which is established for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee, general partner, manager or other administrator, as the case may be, has executed and delivered to the Selling Agent a written agreement providing their agreement to be bound by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, or (iii) with the prior written consent of the Selling Agent. For purposes of this letter agreement, "**immediate family**" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. In addition, notwithstanding the foregoing, if the undersigned is a corporation, the corporation may transfer the capital stock of the Company to any wholly-owned subsidiary of such corporation; *provided, however*, that in any such case, it shall be a condition to the transfer that the transferee has executed and delivered to the Selling Agent a written agreement stating that the transferee is receiving and holding such capital stock subject to the provisions of this Agreement and there shall be no further transfer of such capital stock except in accordance with this Agreement, and provided further that any such transfer shall not involve a disposition for value. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Lock-up Shares except in compliance with the foregoing restrictions. Following expiration of the Lock-up Period, it is understood and agreed that the undersigned may dispose of the Lock-up Shares free of any contractual obligation hereunder. Notwithstanding the foregoing, if, options for Common Stock held by the undersigned that are exercisable shall expire during the Lock-Up Period, unless exercised, the undersigned may exercise such options and sell the shares received upon exercise, to satisfy obligations under a cashless exercise arrangement, without the consent of the Selling Agents, provided the shares issued upon the exercise of such options shall be subject the terms of this letter agreement and deemed Lock-up Shares except to the extent sold pursuant to such cashless exercise.

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed Shares the undersigned may purchase in the Offering.

If (1) during the last 17 days of the initial Lock-Up Period the Company issues an earnings release or material news or a material event relating to the Company occurs; or (2) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period or provides notification to the Selling Agent of any earnings release, or material news or a material event that may give rise to an extension of the Lock-Up Period; the restrictions imposed by this Agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. The undersigned shall not engage in any transaction that may be restricted by this Agreement, solely as a result of the issuance of an earnings release or the occurrence of a material news or material event, during the 34-day period beginning on the last day of the initial Lock-Up Period unless the undersigned requests and receives prior written confirmation from the Company or the Selling Agent that the restrictions imposed by this agreement have expired.

The undersigned understands that the Company and the Selling Agent are relying upon this letter agreement in proceeding toward consummation of the offering and the proposed public offering is still confidential. The undersigned further understands that this Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal selling agents, successors, and assigns. If for any reason the Selling Agent Agreement shall terminate or be terminated prior to payment for and delivery of the Shares on the Initial Closing Date (as defined in the Selling Agent Agreement), the agreement set forth above shall likewise be terminated.

Very truly yours,

_____(Signature)

Print Name: _____

Date Signed: _____, 2016

_____

Entity Name (if held by an entity)

By: _____ (Signature)

Print Name: _____

Title, if any: _____

Date Signed: _____, 2016

Exhibit 3.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:01 PM 02/12/2015
FILED 02:49 PM 02/12/2015
SRV 150188987 - 5692259 FILE

CERTIFICATE OF INCORPORATION
OF
ALLIANCE MMA, INC.

THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, (the "General Corporation Law") does hereby certify as follows:

FIRST: The name of this corporation is ALLIANCE MMA, Inc. (the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 16192 Coastal Highway, in the City of Lewes, County of Sussex, 19958-7996. The name of its registered agent at such address is Harvard Business Services, Inc.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH: The aggregate number of shares of capital stock which the Corporation shall have authority to issue is 50,000,000 shares, consisting of:

(i) 45,000,000 shares of Common Stock, $0.001 par value per share ("Common Stock"); and

(ii) 5,000 shares of Preferred Stock, $0.001 par value per share ("Preferred Stock").

The Preferred Stock and the Common Stock shall have the rights, preferences and limitations set forth below.

A. COMMON STOCK

1 . Dividends and Other Distributions. Except as otherwise provided by the General Corporation Law or this Certificate of Incorporation, the holders of Common Stock shall share ratably in all dividends as may from time to time be declared by the Board of Directors of the Corporation in respect of the Common Stock out of funds legally available for the payment thereof and payable in cash, stock or otherwise, and in all other distributions (including, without limitation, the dissolution, liquidation and winding up of the Corporation), whether in respect of liquidation or dissolution (voluntary or involuntary) or otherwise, after payment of liabilities.

2 . Preemptive Rights. Other than pursuant to a written agreement between the Corporation and a holder of Common Stock, no holder of Common Stock shall have any preemptive rights with respect to the Common Stock or any other securities of the Corporation, or to any obligations convertible (directly or indirectly) into securities of the Corporation, whether now or hereafter authorized.

3 . Voting Rights. Except as otherwise provided by the General Corporation Law or this Certificate, all of the voting power of the stockholders of the Corporation shall be vested in the holders of the Common Stock, and each holder of Common Stock shall have one vote for each share held by such holder on all matters voted upon by the stockholders of the Corporation.

B. PREFERRED STOCK

4 . Issuance and Reissuance. The Preferred Stock may be issued from time to time and in one or more series. By resolution adopted by the affirmative vote of at least a majority of the total number of Directors then in office, the Board of Directors of the Corporation is authorized to determine or alter the powers, preferences and rights, and the qualifications, limitations and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock, and within the limitations or restrictions stated in any resolution or resolutions of the Board of Directors adopted by the affirmative vote of at least a majority of the total number of Directors then in office, originally fixing the number of shares constituting any series of Preferred Stock to increase or decrease (but not below the number of shares of any such series of Preferred Stock, then outstanding) the number of shares of any such series of Preferred Stock and to fix the number of shares of any series of Preferred Stock. In the event that the number of shares of any series of Preferred Stock shall be so decreased, the shares constituting such decrease shall resume the status which such shares had prior to the adoption of the resolution originally fixing the number of shares of such series of Preferred Stock subject to the requirements of applicable law. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations and restrictions granted to or imposed upon, any such series of Preferred Stock may be made dependent upon facts ascertainable outside the resolutions or resolutions providing for the issue of such Preferred Stock, adopted by the affirmative vote of at least a majority of the total number of Directors then in office, provided that the manner in which such facts shall operate upon the powers, preferences and rights of, and the qualifications, limitations and restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. Any of the powers, preferences and rights of, and the qualifications, limitations and restrictions granted to or imposed upon, such series of Preferred Stock is clearly and expressly set forth in the resolution or resolutions providing for the issue of such series of Preferred Stock adopted by the affirmative vote of at least a majority of the total number of Directors then in office.

5 . Preemptive Rights. Other than pursuant to a written agreement between the Corporation and a holder of Preferred Stock, no holder of Preferred Stock shall have any preemptive rights with respect to the Common Stock or any other securities of the Corporation, or to any obligations convertible (directly or indirectly) into securities of the Corporation, whether now or hereafter authorized.

FIFTH: Subject to any additional vote required by the Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by the Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: The following indemnification provisions shall apply to the persons enumerated below.

1 . Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article Tenth, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2 . Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article Tenth or otherwise.

3 . Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article Tenth is not paid in full within 30 days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4 . Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorney's fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

5 . Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorney's fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

6 . Non-Exclusivity of Rights. The rights conferred on any person by this Article Tenth shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8 . Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article Tenth; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article Tenth.

9 . Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

ELEVENTH: The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries.

TWELFTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the General Corporation Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article Twelfth shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Twelfth (including, without limitation, each portion of any sentence of this Article Twelfth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

THIRTEENTH: The Corporation expressly elects to be governed by Section 203 of the General Corporation Law.

FOURTEENTH: That Joseph Gamberale is to serve as sole director until the first annual meeting of stockholders or until his successors are elected and qualify. Mr. Gamberale's address is 2 East 55 th Street, Suite 1111, New York, New York 10022. The powers of the undersigned in his capacity as Incorporator shall terminate upon the filing of this Certificate of Incorporation.

*****

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of February, 2015.

ALLIANCE MMA, INC,
a Delaware corporation

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Its: Incorporator

Exhibit 3.2

STATE OF DELAWARE CERTIFICATE OF CORRECTION

Alliance MMA, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware.

DOES HEREBY CERTIFY:

1. The name of the corporation is Alliance MMA, Inc.

2. That a Certificate of Incorporation of Alliance MMA, Inc., was filed by the Secretary of State of Delaware on February 12, 2015 and that said Certificate requires correction as permitted by Section 103 of the General Corporation Law of the State of Delaware.

3. The inaccuracy or defect of said Certificate is contained in Article Fourth and relates to the number of shares of Preferred Stock stated in the Certificate wherein the Certificate states:

"the aggregate number of shares the corporation is authorized to issue is 50,000,000 shares consisting of (i) 45,000,000 shares of common stock, $0,001 par value per share ("Common Stock"); and (ii) **5,000** shares of Preferred Stock, $0,001 par value per share ("Preferred Stock")."

4. Article Fourth of the Certificate is corrected to read as follows:

FOURTH: The aggregate number of shares of capital stock which the Corporation shall have authority to issue is 50,000,000 shares, consisting of:

(i) 45,000,000 shares of Common Stock, $0.001 par value per share ("Common Stock"); and

(ii) 5,000,000 shares of Preferred Stock, $0.001 par value per share ("Preferred Stock").

The Preferred Stock and the Common Stock shall have the rights, preferences and limitations set forth below.

IN WITNESS WHEREOF, said corporation has caused this Certificate of Correction this 4th Day of May, A.D. 2016.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director/ Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:28 PM 05/09/2016
FILED 02:28 PM 05/09/2016
SR 20162966999 - File Number 5692259

Exhibit 3.3

AMENDED AND RESTATED BYLAWS OF
ALLIANCE MMA, INC.

Alliance MMA, Inc., (the "corporation") pursuant to the provisions of Section 109 of the Delaware General Corporation Law, hereby adopts these Amended and Restated Bylaws, which restate, amend and supersede the bylaws of the corporation in their entirety as described below:

ARTICLE I—OFFICES

Section 1.01 *Registered Office.* The corporation shall maintain in the State of Delaware a registered office and a registered agent whose business office is identical with such registered office.

Section 1.02 *Locations of Offices.* The corporation may also have offices at such other places both within and without the state of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II—STOCKHOLDERS

Section 2.01 *Annual Meeting.* The annual meeting of the stockholders shall be held on such date and at such time as is designated by the board of directors and as is provided for in the notice of the meeting. If the election of directors shall not be held on the day designated herein for the annual meeting of the stockholders, or at any adjournment thereof, the board of directors shall cause the election to be held at a special meeting of the stockholders as soon thereafter as may be convenient.

Section 2.02 *Special Meetings.* Special meetings of the stockholders may be called at any time by the chairman of the board, the chief executive officer, the president, or by the board of directors, or in their absence or disability, by any vice president.

Section 2.03 *Place of Meetings.* The board of directors may designate any place, either within or without the state of incorporation, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. A waiver of notice signed by all stockholders entitled to vote at a meeting may designate any place, either within or without state of incorporation, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be at the principal office of the corporation.

Section 2.04 *Notice of Meetings.* The secretary or assistant secretary, if any, shall cause notice of the time, place, and purpose or purposes of all meetings of the stockholders (whether annual or special), to be mailed at least ten (10) but not more than sixty (60) days prior to the meeting, to each stockholder of record entitled to vote.

Section 2.05 *Waiver of Notice.* Any stockholder may waive notice of any meeting of stockholders (however called or noticed, whether or not called or noticed and whether before, during, or after the meeting), signing a written waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof. Attendance at a meeting, in person or by proxy, shall constitute waiver of all defects of notice regardless of whether a waiver of notice, consent to the holding of such meeting, or any approval of the minutes thereof is signed or any objections are made, unless attendance is solely for the purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. All such waivers, consents, or approvals shall be made a part of the minutes of the meeting.

Section 2.06 *Fixing Record Date.* For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect to any change, conversion, or exchange of stock, or for the purpose of any other lawful action, the board of directors may fix in advance a date as the record date for any such determination of stockholders, such date in any case to be not more than sixty (60) days and, in case, of a meeting of stockholders, not less than ten (10) days prior to the date on which the particular action requiring such determination of stockholders is to be taken. If no record date is fixed for the determination of stockholders entitled to notice of or to vote at a meeting, the day preceding the date on which notice of the meeting is mailed shall be the record date. For any other purpose, the record date shall be the close of business on the date on which the resolution of the board of directors pertaining thereto is adopted. When a determination of stockholders entitled to vote at any meeting of stockholders has been made as provided in this section, such determination shall apply to any adjournment thereof. Failure to comply with this section shall not affect the validity of any action taken at a meeting of stockholders.

Section 2.07 *Voting Lists.* The officers of the corporation shall cause to be prepared from the stock ledger at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting, during the whole time thereof, and may be inspected by any stockholder who is present. The original stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this section, or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 2.08 *Quorum.* A majority of the shares of each class, and series of each class, to the extent applicable (unless more than one class and or series votes as a class, in which case a majority of the shares voting as a class) of stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders, entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice (other than the announcement at the meeting) until a date and time that a quorum shall be present. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 2.09 *Vote Required.* When a quorum is present at any meeting, the vote of the holders of stock having a majority of the voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one on which by express provision of the statutes of the state of Delaware or of the certificate of incorporation or as otherwise specifically required by these bylaws a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 2.10 *Voting of Stock.* Unless otherwise provided in the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, subject to the modification of such voting rights of any class or classes of the corporation's capital stock by the certificate of incorporation. There is no cumulative voting. If and to the extent allowed by the laws of the State of Delaware and of the United States, stockholders may vote electronically.

Section 2.11 *Proxies.* At each meeting of the stockholders, each stockholder entitled to vote shall be entitled to vote in person or by proxy, provided however, that the right to vote by proxy shall exist only in case the instrument authorizing such proxy to act shall have been executed in writing by the registered holder or holders of such stock, as the case may be, as shown on the stock ledger of the corporation or by his attorney thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of such meeting to the secretary of the corporation or to such other officer or person who may, in the absence of the secretary, be acting as secretary of the meeting. In the event that any such instrument shall designate two or more persons to act as proxy, a majority of such persons present at the meeting, or if only one be present, that one shall (unless the instrument shall otherwise provide) have all of the powers confirmed by the instrument on all persons so designated. Persons holding stock in a fiduciary capacity, shall be entitled to vote the stock so held and the persons whose shares are pledged shall be entitled to vote, unless, the transfer by the pledgor in the books and records of the corporation shall have expressly empowered the pledgee to vote thereon, in which case the pledgee, or his proxy, may represent such stock and vote thereon. No proxy shall be voted or acted on after three years from its date, unless the proxy provides for a longer period. If and to the extent allowed by the laws of the State of Delaware and of the United States, stockholders may provide proxies electronically.

Section 2.12 *No Stockholder Action by Written Consent Without a Meeting.* Any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action that may be taken at any annual or special meeting of such stockholders, must be taken at an annual or special meeting of stockholders of the corporation, with prior notice and with a vote, and may not be taken by a consent in writing.

Section 2.13 *Business at Annual Meeting.* At any annual meeting of the stockholders, only such business shall be conducted as shall have been brought before the meeting (a) by or at the direction of the board of directors or (b) by any shareholder of record of the corporation who is entitled to vote with respect thereto and who complies with the notice procedures set forth in this section. For business to be properly brought before an annual meeting by a shareholder, the shareholder must have given timely notice thereof in writing to the secretary of the corporation. To be timely, a stockholders notice shall be received at the principal executive offices of the corporation not less than 120 calendar days in advance of the date in the current fiscal year that corresponds to the date in the preceding fiscal year on which the corporation's notice of meeting and related proxy statement were released to stockholders in connection with the previous year's annual meeting of stockholders, except that if no meeting was held in the immediately preceding year or if the date of the annual meeting in the current year varies by more than 30 calendar days' from the corresponding date of such meeting in the preceding fiscal year, such notice by the shareholder proposing business to be brought before the meeting of the stockholders must be received not less than 30 days prior to the date of the current year's annual meeting; provided, that in the event that less than 40 days notice of the date of the meeting is given to stockholders, to be timely, a stockholders notice of business to be brought before the meeting shall be so received not later than the close of business on the 10th day following the day on which such notice of the date of the annual meeting was mailed. A stockholder's notice to the secretary shall set forth as to each matter such shareholder proposes to bring before the annual meeting (a) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (b) the name and address, as they appear on the corporation's books, of the shareholder of record proposing such business, (c) the class and number of shares of the corporation's capital stock that are beneficially owned by such shareholder, and (d) any material interest of such shareholder in such business. Notwithstanding anything in these bylaws to the contrary, no business shall be brought before or conducted at an annual meeting except in accordance with the provisions of this section. The officer of the corporation or the person presiding at the annual meeting shall, if the facts so warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with such provisions, and if such presiding officer should so determine and declare to the meeting that business was not properly brought before the meeting in accordance with such provisions and if such presiding officer should so determine, such presiding officer shall so declare to the meeting, and any such business so determined to be not properly brought before the meeting shall not be transacted.

Section 2.14 *Notification of Nominations.* Nominations for the election of directors may be made by the board of directors or by any shareholder who both is entitled to vote for the election of directors and who complies with the notice procedures set forth in this section and in the corporation's certificate of incorporation. Any shareholder entitled to vote for the election of directors at a meeting may nominate persons for election as directors only if written notice of such shareholder's intention to make such nomination is delivered or mailed to and received by the Secretary of the corporation, at the principal executive offices of the corporation not later than 120 calendar days in advance of the date in the current fiscal year that corresponds to the date in the preceding fiscal year on which the corporation's notice of meeting and related proxy statement were released to stockholders in connection with the previous years annual meeting of stockholders, except that (i) with respect to an election to be held at an annual meeting of stockholders, if no annual meeting was held in the immediately preceding year or if the date of the annual meeting in the current fiscal year has been changed by more than 30 calendar days from the corresponding date of such meeting in the preceding fiscal year, such notice by the shareholder must be received not less than 30 days prior to the date of the current year's annual meeting; provided further, that in the event that less than 40 days notice of the date of the meeting is given or made to stockholders, to be timely, a stockholders notice shall be so received not later than the close of business on the 10th day, following the day on which such notice of the date of the annual meeting was mailed, and (ii) with respect to an election to be hold at a special meeting of stockholders for the election of directors, the close of business on the seventh day following the date on which notice of such meeting is first given to stockholders. Each such notice shall be signed and verified by the issuing stockholder under penalties of perjury, and shall set forth:

(a) the name and address of the shareholder who intends to make the nomination and of the person or persons to be nominated;

(b) a representation that such shareholder is a holder of record of stock of the corporation entitled to vote at such meeting, and intends to appear in person or by proxy at the meeting to nominate the person or person specified in the notice;

(c) a description of all arrangements or understandings between such shareholder and each nominee, and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by such shareholder; and

(d) such other information regarding each nominee proposed by such shareholder as would have been required to be included in a proxy statement filed pursuant to the proxy rules promulgated pursuant to the Securities Exchange Act of 1934, as amended, had each nominee been nominated, or proposed to be nominated by the board of directors.

Each such notice must be accompanied by an original signed written consent of each nominee, if elected, to serve as a director of the corporation.

The chairman and/or secretary of a meeting of the shareholders may refuse to acknowledge the nomination of any person not made in compliance with the foregoing procedure.

ARTICLE III—DIRECTORS

Section 3.01 *Number, Term, and Qualifications.* The board of directors shall consist of one or more members, each of whom shall be a natural person. The number of directors which shall constitute the whole board shall be fixed from time to time by a majority vote of the directors then in office even though less than a quorum, or by a sole remaining director, and not by the stockholders. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires. At each annual meeting of stockholders or special meeting in lieu thereof, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the succeeding annual meeting of the stockholders or special meeting in lieu thereof until their successors are duly elected and qualified. Directors need neither be residents of the state of incorporation nor stockholders of the corporation.

Section 3.02 *Vacancies and Newly Created Directorships.* Vacancies resulting from any increase in the authorized number of directors or any vacancies in the board of directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled only by a majority vote of the directors then in office even though less than a quorum, or by a sole remaining director, and not by the stockholders. In the event of any increase or decrease in the authorized number of directors, each director then serving as such shall nevertheless continue as a director until the expiration of his or her current term or his or her prior death, retirement, removal or resignation. In the event of a vacancy in the board of directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full board of directors until the vacancy is filled. Notwithstanding the foregoing, each director shall serve until his or her successor is duly elected and qualified or until his or her death, resignation or removal. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 3.03 *General Powers.* The business of the corporation shall be managed under the direction of its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

Section 3.04 *Regular Meetings.* A regular meeting of board of directors shall be held without notice immediately following and at the same place as the annual meeting of stockholders. The board of directors may provide by resolution, the time and place, either within or without the state of incorporation, for the holding of additional regular meetings without other notice than such resolution.

Section 3.05 *Special Meetings.* Special meetings of the board of directors may be called by or at the request of the chairman of the board, the chief executive officer, the president, or any two directors. The person or persons authorized to call special meetings of the board of directors may fix any place, either within or without the state of incorporation, as the place for holding any special meeting of the board of directors called by them.

Section 3.06 *Meetings by Telephone Conference Call.* Members of the board of directors may participate in a meeting of the board of directors or a committee of the board of directors by means of conference telephone or similar communications media provided that all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 3.07 *Notice.* Notice of any special meeting shall be delivered personally or by telephone or by facsimile or by email to each director or sent by first-class mail, charges prepaid, addressed to each director at that director's address, phone number, facsimile number, or email (as the case may be) as shown on the records of the corporation. If the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. If the notice is delivered personally or by telephone or by facsimile or by email, it shall be delivered at least twenty-four (24) hours before the time of the holding of the meeting Any director may waive notice of any meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting solely for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.08 *Quorum.* A majority of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the board of directors, but if less than a majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 3.09 *Manner of Acting.* The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the question is one on which by express provision of the statutes of the state of Delaware or of the certificate of incorporation or as otherwise specifically required by these bylaws a different vote is required, in which case such express provision shall govern and control the decision of such question, and individual directors shall have no power as such.

Section 3.10 *Compensation.* Unless otherwise restricted by the certificate of incorporation or these bylaws, the board of directors shall have the authority to fix the compensation of directors. No such compensation shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.11 *Presumption of Assent.* A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting, unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered or certified mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 3.12 *Resignations.* A director may resign at any time by delivering a written resignation to the chief executive officer, the president, a vice president, the secretary or assistant secretary, if any. The resignation shall become effective upon delivery unless otherwise stated therein.

Section 3.13 *Written Consent to Action by Directors.* Any action required to be taken at a meeting of the directors of the corporation or any other action which may be taken at a meeting of the directors or of a committee, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, or all of the members of the committee, as the case may be. Such consent shall have the same legal effect as a unanimous vote of all the directors or members of the committee.

Section 3.14 *Removal.* Any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

ARTICLE IV—OFFICERS

Section 4.01 *Number.* The officers of the corporation shall include a president and a secretary and may include a chairman, a chief executive officer, a chief financial officer, a treasurer, and such vice presidents, assistant secretaries and assistant treasurers as the board of directors may choose. Except as provided in Article VIII, election or appointment as an officer shall not in and of itself create contract rights.

Section 4.02 *Election Term of Office, and Qualifications.* The officers shall be chosen by the board of directors annually at its annual meeting. In the event of failure to choose officers at an annual meeting of the board of directors, officers may be chosen at any regular or special meeting of the board of directors. Each such officer (whether chosen to fill a vacancy or otherwise) shall hold his office until the next ensuing annual meeting of the board of directors and until his successor shall have been chosen and qualified, or until his death or until his resignation or removal in the manner provided in these bylaws. Any one person may hold any two or more of such offices, except that neither the chief executive officer nor the president shall also be the secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The chairman of the board, if any, shall be and remain director of the corporation during the term of his office. No other officer need be a director.

Section 4.03 *Subordinate Officers, Etc.* The board of directors from time to time may appoint such other officers or agents as it may, deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the board of directors from time to time may determine. The board of directors from time to time may, delegate to any officer or agent the power to appoint any such subordinate officer or agents and to prescribe their respective titles, terms of office, authorities, and duties.

Section 4.04 *Resignations.* Any officer may resign at any time by delivering a written resignation to the board of directors, the chief executive officer, the president, or the secretary. Unless otherwise specified therein, such resignation shall take effect on delivery.

Section 4.05 *Removal.* Any officer may be removed from office at any special meeting of the board of directors called for that purpose or at a regular meeting, by the vote of a majority of the directors, with or without cause. Any officer or agent appointed in accordance with the provisions of section 4.03 hereof may also be removed, either with or with cause, by any officer on whom such power of removal shall have been conferred by the board of directors.

Section 4.06 *Vacancies and Newly Created Offices.* If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, then such vacancies or newly created officers may be filled by the board of directors at any regular or special meeting.

Section 4.07 *Chairman of the Board.* The chairman of the board, if there be such an officer, shall have the following powers and duties:

(a) He shall preside at all meetings of the stockholders;

(b) He shall preside at all meetings of the board of directors; and

(c) He shall be a member of the executive committee, if any.

Section 4.08 *The Chief Executive Officer.* The chief executive officer, if there be such an officer, shall have the following powers and duties:

(a) He shall have general authority and supervision over the management and direction of the affairs of the corporation, and supervision of all departments and of all officers of the corporation.

(b) He shall, subject to the other provisions of these bylaws, have such other powers and perform such other duties as usually devolve upon the chief executive officer of a corporation or as may be prescribed by the board of directors, and shall, in the absence of the chairman or if no chairman has been chosen, preside at meetings of the stockholders and board of directors.

(c) He may vote all securities which the corporation is entitled to vote except as to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

(d) Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors, he may execute any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized and may (without previous authorization by the board of directors) execute such contracts and other instruments as the conduct of the corporation's business in its ordinary course requires, and may accomplish such execution in each case either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

(e) He shall be a member of the executive committee, if any.

In case of the absence, disability, death, resignation or removal from office of the chief executive officer, or if a chief executive officer is not chosen, the power and duties of the chief executive officer shall devolve upon and be exercised by the president, unless otherwise ordered by the board of directors.

Section 4.09 *The President.* The president shall have the following powers and duties:

(a) He shall have such general authority and supervision over the management and direction of the affairs of the corporation, subject to the authority of the chief executive officer and board of directors.

(b) He shall, subject to the other provisions of these bylaws, have such other powers and perform such other duties as usually devolved upon the president of a corporation, and such further duties as may be proscribed for the president by the chief executive officer and board of directors. Without limiting the generality of the foregoing, he shall see that the resolutions and directions of the board of directors are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the board of directors.

(c) Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors, he may execute certificates representing shares of stock of the corporation, and any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized and may (without previous authorization by the board of directors) execute such contracts and other instruments as the conduct of the corporation's business in its ordinary course requires, and may accomplish such execution in each case either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

(d) In the absence of the chief executive officer, the president may vote all securities which the corporation is entitled to vote except as to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors. In case of the absence, disability, death, resignation or removal from the office of the president, the powers and duties of the president shall devolve upon and be exercised by the chief executive officer, if there be such an officer, and in case of the absence, disability, death, resignation or removal from office of both the chief executive officer and the president, the powers and duties of the president shall devolve upon and be exercised by such other officer so appointed by the board of directors.

Section 4.10 *The Vice Presidents.* The board of directors may, from time to time, designate and elect one or more vice presidents, one of whom may be designated to serve as executive vice president. Each vice president shall have such powers and perform such duties as from time to time may be assigned to him by the board of directors or the chief executive officer.

Section 4.11 *The Secretary.* The secretary shall have the following powers and duties:

(a) He shall keep or cause to be kept a record of all of the proceedings of the meetings of the stockholders and of the board of directors, in books provided for that purpose;

(b) He shall cause all notices to be duly given in accordance with the provisions of these bylaws and as required by statute;

(c) He shall be the custodian of the records and of the seal of the corporation, and shall cause such seal (or a facsimile thereof) to be affixed to all certificates representing stock of the corporation prior to the issuance thereof and to all instruments, the execution of which on behalf of the corporation under its seal shall have been duly authorized in accordance with these bylaws, and when so affixed, he may attest the same;

(d) He shall see that the books, reports, statements, certificates, and other documents and records required by statute are properly kept and filed;

(e) He shall have charge of the stock ledger and books of the corporation and cause such books to be kept in such manner as to show at any time the amount of the stock of the corporation of each class issued and outstanding, the manner in which and the time when such stock was paid for, the names alphabetically arranged and the addresses of the holders of record thereof, the amount of stock held by each holder and time when each became such holder of record; and he shall exhibit at all reasonable times to any director, on application, the original or duplicate stock ledger. He shall cause the, stock ledger referred to in Section 6.04 hereof to be kept and exhibited at the principal office of the corporation, or at such other place as the board of directors shall determine, in the manner and for the purpose provided in such section;

(f) He shall be empowered to sign certificates representing stock of the corporation, the issuance of which shall have been authorized by the board of directors; and

(g) He shall perform in general all duties incident to the office of secretary and such other duties as are given to him by these bylaws or as from time to time may be assigned to him by the board of directors or the president.

Section 4.12 *The Treasurer.* The treasurer, if there be such an officer, shall have the following powers and duties:

(a) He shall have charge and supervision over and be responsible for the monies, securities, receipts, and disbursements of the corporation;

(b) He shall cause the monies and other valuable effects of the corporation to be deposited in the name and to the credit of the corporation in such banks or trust companies or with such banks or other depositories as shall be selected in accordance with section 5.03 hereof,

(c) He shall cause the monies of the corporation to be disbursed by checks or drafts (signed as provided in section 5.04 hereof) drawn on the authorized depositories of the corporation, and cause to be taken and preserved properly vouchers for all monies disbursed;

(d) He shall render to the board of directors or the president, whenever requested, a statement of the financial condition of the corporation and of all of his transactions as treasurer, and render a full financial report at the annual meeting of the stockholders, if called on to do so;

(e) He shall cause to be kept correct books of account of all the business and transactions of the corporation and exhibit such books to any directors on request during business hours;

(f) He shall be empowered from time to time to require from all officers or agents of the corporation reports or statements giving such information as he may desire with respect to any and all financial transactions of the corporation; and

(g) He shall perform in general all duties incident to the office of treasurer and such other duties as are given to him by these bylaws or as from time to time may be assigned to him by the board of directors or the president.

In case of the absence, disability, death, resignation or removal from office of the treasurer, or if a treasurer is not chosen, the power and duties of the treasurer shall devolve upon and be exercised by the secretary, unless otherwise ordered by the board of directors.

Section 4.13 *The Chief Financial Officer.* The chief financial officer, if there be such an officer, shall, under the direction of the president, be responsible for all financial and accounting matters and for the direction of the office of treasurer. The chief financial officer shall have such other powers and perform such other duties as the board of directors, the president, or these bylaws may, from time to time, prescribe.

Section 4.14 *Assistant Treasurers And Assistant Secretaries.* The assistant treasurers and assistant secretaries, if there be any such officers, shall perform such duties as shall be assigned to them by the treasurer, in the case of assistant treasurers, or the secretary, in the case of assistant secretaries, or by the board of directors or president in either case. Each assistant secretary may sign with the president, or a vice president, or any other officer thereunto authorized by the board of directors, certificates for shares of stock of the corporation (the issue of which shall have been authorized by the board of directors), and any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized, and may (without previous authorization by the board of directors) sign with such other officers as aforesaid such contracts and other instruments as the conduct of the corporation's business in its ordinary course requires, in each case according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the board of directors. The assistant treasurers shall, if required by the board of directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine.

Section 4.15 *Salaries.* The salaries or other compensation of the officers of the corporation shall be fixed from time to time by the board of directors, except that the board of directors may delegate to any person or group of persons the power to fix the salaries or other compensation of any subordinate officers or agents appointed in accordance with the provisions of section 4.03 hereof. No officer shall be prevented from receiving any such salary or compensation by reason of the fact that he is also a director of the corporation.

Section 4.16 *Surety Bonds.* In case the board of directors shall so require, any officer or agent of the corporation shall execute to the corporation a bond in such sums and with such surety or sureties as the board of directors may direct, conditioned on the faithful performance of his duties to the corporation, including responsibility for negligence and for the accounting of all property, monies, or securities of the corporation which may come into his hands.

ARTICLE V—EXECUTION OF INSTRUMENTS, BORROWING OF MONEY, AND DEPOSIT OF CORPORATE FUNDS

Section 5.01 *Execution of Instruments.* Subject to any limitation contained in the certificate of incorporation or these bylaws, but without prejudice to the powers vested in the officers under Article IV of these bylaws, the chief executive officer, the president or any vice president may, in the name and on behalf of the corporation, execute and deliver any contract or other instrument authorized in writing by the board of directors. The board of directors may, subject to any limitation contained in the certificate of incorporation or in these bylaws, authorize in writing any officer or agent to execute and deliver any contract or other instrument in the name and on behalf of the corporation; any such authorization may be general or confined to specific instances.

Section 5.02 *Loans.* No loan or advance shall be contracted on behalf of the corporation, no negotiable paper or other evidence of its obligation under any loan or advance shall be issued in its name, and no property of the corporation shall be mortgaged, pledged, hypothecated, transferred, or conveyed as security for the payment of any loan, advance, indebtedness, or liability of the corporation, unless and except as authorized by the board of directors. Any such authorization may be general or confined to specific instances.

Section 5.03 *Deposits.* All monies of the corporation not otherwise employed shall be deposited from time to time to its credit in such banks or trust companies or with such bankers or other depositories as the board of directors may select, or as from time to time may be selected by any officer or agent authorized to do so by the board of directors.

Section 5.04 *Checks, Drafts.* Etc. All notes, drafts, acceptances, checks, endorsements, and, subject to the provisions of these bylaws, evidences of indebtedness of the corporation shall be signed by such officer or officers or such agent or agents of the corporation and in such manner as the board of directors from time to time may determine. Endorsements for deposit to the credit of the corporation in any of its duly authorized depositories shall be in such manner as the board of directors from time to time may determine.

Section 5.05 *Bonds and Debentures.* Every bond or debenture issued by the corporation shall be evidenced by an appropriate instrument which shall be signed by the chief executive officer or the president or a vice president and by the secretary and sealed with the seal of the corporation. The seal may be a facsimile, engraved or printed. Where such bond or debenture is authenticated with the manual signature of an authorized officer of the corporation or other trustee designated by the indenture of trust or other agreement under which such security is issued, the signature of any of the corporation's officers named thereon may be a facsimile. In case any officer who signed, or whose facsimile signature has been used on any such bond or debenture, shall cease to be an officer of the corporation for any reason before the same has been delivered by the corporation, such bond or debenture may nevertheless be adopted by the corporation and issued and delivered as through the person who signed it or whose facsimile signature has been used thereon had not ceased to be such officer.

Section 5.06 *Sale, Transfer, Etc. of Securities.* Sales, transfers, endorsements, and assignments of stocks, bonds, and other securities owned by or standing the name of the corporation, and the execution and delivery on behalf of the corporation of any all instruments in writing incident to any such sale, transfer, endorsement, or assignment, shall be effected by the chief executive officer, the president, or by any vice president, together with the secretary, or by any officer or agent thereunto authorized by the board of directors.

Section 5.07 *Proxies.* Proxies to vote with respect to stock of other corporations owned by or standing in the name of the corporation shall be executed and delivered on behalf of the corporation by the chief executive officer, the president or any vice president and the secretary or assistant secretary of the corporation, or by any officer or agent thereunder authorized by the board of directors.

ARTICLE VI—CAPITAL STOCK

Section 6.01 *Stock Certificates*. The shares of the corporation shall be evidenced by certificates in such form as the board of directors of the corporation may from time to time prescribe; provided that the board of directors may provide by resolution or resolutions that some or all of any or all classes or series of stock of the corporation shall be uncertificated shares. Notwithstanding the foregoing, each holder of uncertificated shares shall be entitled, upon request, to a certificate representing such shares. Shares represented by certificates shall be numbered and registered in a share register as they are issued. Share certificates shall exhibit the name of the registered holder and the number and class of shares and the series, if any, represented thereby and the par value of each share or a statement that such shares are without par value, as the case may be. Except as otherwise provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificated shares of the same class and series shall be identical.

Each certificate shall be signed by the chairman or president or vice-president and treasurer or assistant treasurer or the secretary or assistant secretary or such other officers designated by the board of directors from time to time as permitted by law, and shall bear the seal of the corporation. The corporate seal and any or all of the signatures or corporation officers may be in facsimile if the stock certificate is manually countersigned by an authorized person on behalf of a transfer agent or registrar other than the corporation or its employee. If an officer, transfer agent or registrar who has signed, or whose facsimile signature has been placed on, a certificate shall have ceased to be such before the certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the time of its issue.

Section 6.02 *Transfer of Stock.* Transfers of stock of the corporation shall be made on the books of the corporation by the holder of record thereof, or by his attorney thereunto duly authorized by a power of attorney duly executed in writing and filed with the secretary of the corporation or any of its transfer agents, and on surrender of the certificate or certificates, properly endorsed or accompanied by proper instruments of transfer, representing such stock. Except as provided by law, the corporation and transfer agents and registrars, if any, shall be entitled to treat the holder of record of any stock as the absolute owner thereof for all purposes, and accordingly shall not be bound to recognize any legal, equitable, or other claim to or interest in such stock on the part of any other person whether or not it or they shall have express or other notice thereof.

Section 6.03 *Regulations.* Subject to any provisions contained in the certificate of incorporation, the board of directors may make such rules and regulations as they may deem expedient concerning the issuance, transfer, redemption, and registration of certificates for stock of the corporation.

Section 6.04 *Maintenance of Stock Ledger at Principal Place of Business.* A stock ledger (or ledgers where more than one kind, class, or series of stock is outstanding) shall be kept at the principal place of business of the corporation, or at such other place the board of directors shall determine, containing the names alphabetically arranged of original holders of the corporation, their addresses, their interest, the amount paid on their shares, and all transfers thereof and the number and class of stock held by each. Such stock ledgers shall at all reasonable hours by subject to inspection by persons entitled by law to inspect the same.

Section 6.05 *Transfer Agents and Registrars.* The board of directors may appoint one or more transfer agents and one or more registrars with respect to the certificates representing stock of the corporation, and may require all such certificates to bear the signature of either or both. The board of directors may from time to time define the respective duties of such transfer agents and registrars. No certificate for stock shall be valid until countersigned by a transfer agent, if at the date appearing thereon the corporation had a transfer agent for such stock, and until registered by a registrar, if at such date the corporation had a registrar for such stock.

Section 6.06 *Closing of Transfer Books and Fixing of Record Date.*

(a) The board of directors shall have power to close the stock ledgers of the corporation for a period of not to exceed sixty (60) days preceding the date of any meeting of stockholders, or the date for payment of any dividend, or the date for the allotment of rights or capital stock, or a date in connection with obtaining the approval of stockholders for any purpose.

(b) In lieu of closing the stock ledgers as aforesaid, the board of directors may fix in advance a date not exceeding sixty (60) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining any such consent, as a date for the determination of the stockholders entitled to a notice of, and to vote at, any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent.

(c) If the stock ledgers shall be closed or a record date set for the purpose of determining stockholders entitled to notice or to vote at a meeting of stockholders, such books shall be closed for or such record date shaft be at least ten days immediately preceding such meeting.

Section 6.07 *Lost or Damaged Certificates.* The corporation may issue a new certificate for stock of the corporation in place of any certificate theretofore issued by it alleged to have been lost or destroyed, and the board of directors may, in its discretion, require the owner of the lost or destroyed certificate or his legal representatives, to give the corporation a bond in such form and amount as the board of directors may direct, and with such surety or sureties as may be satisfactory to the board of directors, to indemnify the corporation and its transfer agents and registrars, if any, against any claims that may be made against it or any such transfer agent or registrar on account of the issuance of such new certificate. A new certificate may be issued without requiring any bond when, in the judgment of the board of directors, it is appropriate to do so.

ARTICLE VII—COMMITTEES

Section 7.01 *How Constituted.* The board of directors may designate an executive committee, audit committee, governance and nominating committee, compensation committee and such other committees as the board of directors may deem appropriate, each of which committees shall consist of one or more directors. Members of the committees shall be designated annually at the annual meeting of the board of directors; provided however, that at any time the board of directors may abolish or reconstitute any committee. Each member of each committee shall hold office until his successor shall have been designated or until his resignation or removal in the manner provided in these bylaws.

Section 7.02 *Powers.* During the intervals between meetings of the board of directors, the executive committee (if one is established) shall have and may exercise all powers of the board of directors in the management of the business and affairs of the corporation, except for the power to fill vacancies in the board of directors or to amend these bylaws, and except for such powers as by law may not be delegated by the board of directors to an executive committee.

Section 7.03 *Proceedings.* Each committee may fix its own presiding and recording officer or officers, and may meet at such place or places, at such time or times and on such notice (or without notice) as it shall determine from time to time. It will keep record of its proceedings and shall report such proceedings to the board of directors at the meeting of board of directors next following.

Section 7.04 *Quorum and Manner of Acting.* At all meetings of the committees as may be designated hereunder by the board of directors, the presence of members constituting a majority of the total authorized membership of the committee shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the members present at, any meeting at which a quorum is preset shall be the act of such committee. The members of such committees, as may be designated hereunder by the board of directors, shall act only as a committee, and the individual members thereof shall have no powers as such.

Section 7.05 *Resignations.* Any member of a committee may resign at any time by delivering a written resignation to the chief executive officer, the president, the secretary, or assistant secretary, or to the presiding officer of the committee of which he is a member, if any shall have been appointed and shall be in office. Unless otherwise specified therein, such resignation shall take effect on delivery.

Section 7.06 *Removal.* The board of directors may at any time remove any member of the executive committee or of any other committee designated by it hereunder either for or without cause.

Section 7.07 *Vacancies.* If any vacancy shall occur in any committee by reason of disqualification, death, resignation, removal, or removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and continued to act, unless such committee consisted of more than one member prior to the vacancy or vacancies and is left with only one member as a result thereof. Such vacancy may be filled at any meeting of the board of directors.

Section 7.08 *Compensation.* The board of directors may compensate any member of a duly designated committee who is not an active salaried employee of the corporation for attendance at each meeting of the said committee (and may reimburse his or her expenses of attendance).

ARTICLE VIII—INDEMNIFICATION, INSURANCE AND OFFICER AND DIRECTOR CONTRACTS

Section 8.01 *Indemnification.* The corporation shall indemnify and make advancement of expenses to the extent and as required (and in the discretion of the board of directors, as allowed) in the certificate of incorporation.

ARTICLE IX—FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the board of directors.

ARTICLE X—DIVIDENDS

The board of directors may from time to time declare, and the corporation may pay, dividends on its outstanding stock in the manner and on the terms and conditions provided by the certificate of incorporation and by laws.

ARTICLE XI—AMENDMENTS

Any amendment of these bylaws shall require the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the directors comprising the board of directors, at a meeting called for the purpose of amending and/or restating these bylaws. Absent affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the directors comprising the board of directors, at a meeting called for the purpose of amending and/or restating these bylaws, the stockholders of the corporation may amend these bylaws by an affirmative vote of a majority of each class of issued and outstanding shares of voting securities of the corporation, at a meeting called for the purpose of amending and/or restating these bylaws.

Exhibit 4.1


NOT VALID UNLESS COUNTERSIGNED BY TRANSFER AGENT. INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE.

CUSIP NO. 018626101

NUMBER

SHARES

ALLIANCE MMA, INC.

AUTHORIZED COMMON SHARES: 45,000,000
PAR VALUE: $0.001

THIS CERTIFIES THAT

IS THE RECORD HOLDER OF EXAMPLE

Shares of **Alliance MMA, Inc.** Common Stock
transferable on the books of the Corporation in person or by duly authorized attorney upon surrender of this Certificate properly endorsed. This Certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Date: _____

TREASURER

ALLIANCE MMA, INC. CORPORATE Seal Delaware

CHAIRMAN

COUNTERSIGNED & REGISTERED
TRANSFER ONLINE, INC.
512 SE SALMON ST.
PORTLAND, OR 97214

BY: _____ AUTHORIZED SIGNATURE

Exhibit 4.2

Form of Selling Agent's Warrant Agreement

THE REGISTERED HOLDER OF THIS PURCHASE WARRANT BY ITS ACCEPTANCE HEREOF, AGREES THAT IT WILL NOT SELL, TRANSFER OR ASSIGN THIS PURCHASE WARRANT EXCEPT AS HEREIN PROVIDED AND THE REGISTERED HOLDER OF THIS PURCHASE WARRANT AGREES THAT IT WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE OR HYPOTHECATE THIS PURCHASE WARRANT FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FOLLOWING THE EFFECTIVE DATE (DEFINED BELOW) TO ANYONE OTHER THAN (I) AN SELLING AGENT OR A SELECTED DEALER IN CONNECTION WITH THE OFFERING, OR (II) A BONA FIDE OFFICER OR PARTNER OF ANY SUCH SELLING AGENT OR SELECTED DEALER.

PURCHASE WARRANT IS NOT EXERCISABLE PRIOR TO [_____] [**DATE THAT IS SIX MONTHS FROM THE EFFECTIVE DATE OF THE OFFERING**]. VOID AFTER 5:00 P.M., EASTERN TIME, [_____] [**DATE THAT IS FIVE YEARS FROM THE EFFECTIVE DATE OF THE OFFERING**].

COMMON STOCK PURCHASE WARRANT
For the Purchase of [_____] Shares of Common Stock

ALLIANCE MMA, INC.

1. Purchase Warrant. THIS CERTIFIES THAT, in consideration of funds duly paid by or on behalf of _____ (" **Holder**"), as registered owner of this Purchase Warrant, to Alliance MMA, Inc., a Delaware corporation (the "**Company**"), Holder is entitled, at any time or from time to time from [_____] [**DATE THAT IS SIX MONTHS FROM THE EFFECTIVE DATE OF THE REGISTRATION STATEMENT**] (the "**Commencement Date**"), and at or before 5:00 p.m., Eastern time, [_____] [**DATE THAT IS FIVE YEARS FROM THE EFFECTIVE DATE OF THE REGISTRATION STATEMENT**] (the "**Expiration Date**"), but not thereafter, to subscribe for, purchase and receive, in whole or in part, up to [____] shares (the "**Shares**") of common stock of the Company, par value $0.001 per share ("**Common Stock**"), subject to adjustment as provided in Section 6 hereof. If the Expiration Date is a day on which banking institutions are authorized by law to close, then this Purchase Warrant may be exercised on the next succeeding day which is not such a day in accordance with the terms herein. During the period ending on the Expiration Date, the Company agrees not to take any action that would terminate this Purchase Warrant. This Purchase Warrant is initially exercisable at $[___] per Share [**165% of the price of the Shares sold in the Offering**]; provided, however, that upon the occurrence of any of the events specified in Section 6 hereof, the rights granted by this Purchase Warrant, including the exercise price per Share and the number of Shares to be received upon such exercise, shall be adjusted as therein specified. The term "**Exercise Price**" shall mean the initial exercise price or the adjusted exercise price, depending on the context. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Selling Agent Agreement, dated as of _____, 2016, by and between the Company and Network 1 Financial Services, Inc. (the "**Selling Agent Agreement**")

2. Exercise.

2.1. Exercise Form. In order to exercise this Purchase Warrant, the exercise form attached hereto must be duly executed and completed and delivered to the Company, together with this Purchase Warrant and (unless such exercise is cashless as provided herein) payment of the Exercise Price for the Shares being purchased payable in cash by wire transfer of immediately available funds to an account designated by the Company or by certified check or official bank check. If the subscription rights represented hereby shall not be exercised at or before 5:00 p.m., Eastern time, on the Expiration Date, this Purchase Warrant shall become and be void without further force or effect, and all rights represented hereby shall cease and expire.

2.2 Cashless Exercise. In lieu of exercising this Purchase Warrant by payment of cash by wire transfer or check payable to the order of the Company pursuant to Section 2.1 above, and only if an effective registration statement is not available for the resale of the Shares issuable upon exercise of this Purchase Warrant, Holder may elect to exercise this Purchase Warrant on a "cashless" basis and receive the number of Shares equal to the value of this Purchase Warrant (or the portion thereof being exercised), by surrender of this Purchase Warrant to the Company, together with the exercise form attached hereto, in which event the issue to Holder, Shares in accordance with the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where,

X	=	The number of Shares to be issued to Holder;
Y	=	The number of Shares for which the Purchase Warrant is being exercised;
A	=	The fair market value of one Share; and
B	=	The Exercise Price.

For purposes of this Section 2.2, the fair market value of a Share shall be the average VWAP per share of Common Stock (as reported by Bloomberg) for the ten (10) trading days immediately preceding the date of exercise; *provided, however*, if there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Company's Board of Directors. "**VWAP**" shall mean, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a national securities exchange, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the exchange on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a trading day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), or (b) if the Common Stock is not then listed or quoted for trading on a national securities exchange and if prices for the Common Stock are then reported by OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the closing bid price per share of the Common Stock so reported.

2.3 Legend. Each certificate for the securities purchased under this Purchase Warrant shall bear a legend as follows unless such securities have been registered under the Securities Act of 1933, as amended (the "**Act**"):

"The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "**Act**"), or applicable state law. Neither the securities nor any interest therein may be offered for sale, sold or otherwise transferred except pursuant to an effective registration statement under the Securities Act, or pursuant to an exemption from registration under the Securities Act and applicable state law which, in the opinion of counsel to the Company, is available."

3. Transfer.

3.1 General Restrictions. The registered Holder of this Purchase Warrant agrees by his, her or its acceptance hereof, that such Holder will not: (a) sell, transfer, assign, pledge or hypothecate this Purchase Warrant for a period of one hundred eighty (180) days following the Effective Date to anyone other than: (i) a Selling Agent or a selected dealer participating in the Offering, or (ii) a bona fide officer or partner of any such Selling Agent or selected dealer, in each case in accordance with FINRA Conduct Rule 5110(g)(1), or (b) cause this Purchase Warrant or the securities issuable hereunder to be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of this Purchase Warrant or the securities hereunder, except as provided for in FINRA Rule 5110(g)(2). On and after one hundred eighty (180) days after the Effective Date, transfers to others may be made subject to compliance with or exemptions from applicable securities laws. In order to make any permitted assignment, the Holder must deliver to the Company the assignment form attached hereto duly executed and completed, together with the Purchase Warrant and payment of all transfer taxes, if any, payable in connection therewith. The Company shall within five (5) Business Days of receipt of a duly executed assignment form transfer this Purchase Warrant on the books of the Company and shall execute and deliver a new Purchase Warrant or Purchase Warrants of like tenor to the appropriate assignee(s) expressly evidencing the right to purchase the aggregate number of Shares purchasable hereunder or such portion of such number as shall be contemplated by any such assignment.

3.2 Restrictions Imposed by the Securities Act. The securities evidenced by this Purchase Warrant and the Shares issuable upon exercise hereof shall not be transferred unless and until: (i) the Company has received the opinion of counsel for the Holder that the securities may be transferred pursuant to an exemption from registration under the Securities Act and applicable state securities laws, the availability of which is established to the reasonable satisfaction of the Company (the Company hereby agreeing that the opinion of Mazzeo Song P.C. shall be deemed satisfactory evidence of the availability of an exemption), or (ii) a registration statement or a post-effective amendment to the Registration Statement relating to the offer and sale of such securities has been filed by the Company and declared effective by the U.S. Securities and Exchange Commission (the "**Commission**") and compliance with applicable state securities law has been established.

4. New Purchase Warrants to be Issued.

4.1 Partial Exercise or Transfer. Subject to the restrictions in Section 3 hereof, this Purchase Warrant may be exercised or assigned in whole or in part. In the event of the exercise or assignment hereof in part only, upon surrender of this Purchase Warrant for cancellation, together with the duly executed exercise or assignment form and funds sufficient to pay any Exercise Price and/or transfer tax if exercised pursuant to Section 2.1 hereto, the Company shall cause to be delivered to the Holder without charge a new Purchase Warrant of like tenor to this Purchase Warrant in the name of the Holder evidencing the right of the Holder to purchase the number of Shares purchasable hereunder as to which this Purchase Warrant has not been exercised or assigned.

4.2 Lost Certificate. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Purchase Warrant and of reasonably satisfactory indemnification or the posting of a bond, the Company shall execute and deliver a new Purchase Warrant of like tenor and date. Any such new Purchase Warrant executed and delivered as a result of such loss, theft, mutilation or destruction shall constitute a substitute contractual obligation on the part of the Company.

5. Adjustments.

5.1 Adjustments to Exercise Price and Number of Securities. The Exercise Price and the number of Shares underlying the Purchase Warrant shall be subject to adjustment from time to time as hereinafter set forth:

5.1.1 Share Dividends; Split Ups. If, after the date hereof, and subject to the provisions of Section 5.3 below, the number of outstanding Shares is increased by a stock dividend payable in Shares or by a split up of Shares or other similar event, then, on the effective day thereof, the number of Shares purchasable hereunder shall be increased in proportion to such increase in outstanding Shares, and the Exercise Price shall be proportionately decreased.

5.1.2 Aggregation of Shares. If, after the date hereof, and subject to the provisions of Section 5.3 below, the number of outstanding Shares is decreased by a reverse stock split, consolidation, combination or reclassification of Shares or other similar event, then, on the effective date thereof, the number of Shares purchasable hereunder shall be decreased in proportion to such decrease in outstanding Shares, and the Exercise Price shall be proportionately increased.

5.1.3 Replacement of Securities upon Reorganization, etc. In case of any reclassification or reorganization of the outstanding Shares other than a change covered by Section 5.1.1 or 5.1.2 hereof or that solely affects the par value of such Shares, or in the case of any share reconstruction or amalgamation or consolidation of the Company with or into another corporation (other than a consolidation or share reconstruction or amalgamation in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding Shares), or in the case of any sale or conveyance to another corporation or entity of the property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the Holder of this Purchase Warrant shall have the right thereafter (until the expiration of the right of exercise of this Purchase Warrant) to receive upon the exercise hereof, for the same aggregate Exercise Price payable hereunder immediately prior to such event, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, share reconstruction or amalgamation, or consolidation, or upon a dissolution following any such sale or transfer, by a Holder of the number of Shares of the Company obtainable upon exercise of this Purchase Warrant immediately prior to such event; and if any reclassification also results in a change in Shares covered by Section 5.1.1 or 5.1.2, then such adjustment shall be made pursuant to Sections 5.1.1, 6.1.2 and this Section 5.1.3. The provisions of this Section 5.1.3 shall similarly apply to successive reclassifications, reorganizations, share reconstructions or amalgamations, or consolidations, sales or other transfers.

5.1.4 Changes in Form of Purchase Warrant. This form of Purchase Warrant need not be changed because of any change pursuant to this Section 5.1, and Purchase Warrants issued after such change may state the same Exercise Price and the same number of Shares as are stated in the Purchase Warrants initially issued pursuant to this Agreement. The acceptance by any Holder of the issuance of new Purchase Warrants reflecting a required or permissive change shall not be deemed to waive any rights to an adjustment occurring after the Commencement Date or the computation thereof.

5.2 Substitute Purchase Warrant. In case of any consolidation of the Company with, or share reconstruction or amalgamation of the Company with or into, another corporation (other than a consolidation or share reconstruction or amalgamation which does not result in any reclassification or change of the outstanding Shares), the corporation formed by such consolidation or share reconstruction or amalgamation shall execute and deliver to the Holder a supplemental Purchase Warrant providing that the holder of each Purchase Warrant then outstanding or to be outstanding shall have the right thereafter (until the stated expiration of such Purchase Warrant) to receive, upon exercise of such Purchase Warrant, the kind and amount of shares of stock and other securities and property receivable upon such consolidation or share reconstruction or amalgamation, by a holder of the number of Shares of the Company for which such Purchase Warrant might have been exercised immediately prior to such consolidation, share reconstruction or amalgamation, sale or transfer. Such supplemental Purchase Warrant shall provide for adjustments which shall be identical to the adjustments provided for in this Section 5. The above provision of this Section shall similarly apply to successive consolidations or share reconstructions or amalgamations.

5.3 Elimination of Fractional Interests. The Company shall not be required to issue certificates representing fractions of Shares upon the exercise of the Purchase Warrant, nor shall it be required to issue scrip or pay cash in lieu of any fractional interests, it being the intent of the parties that all fractional interests shall be eliminated by rounding any fraction up or down, as the case may be, to the nearest whole number of Shares or other securities, properties or rights.

6. Reservation and Listing. The Company shall at all times reserve and keep available out of its authorized Shares, solely for the purpose of issuance upon exercise of the Purchase Warrants, such number of Shares or other securities, properties or rights as shall be issuable upon the exercise thereof. The Company covenants and agrees that, upon exercise of the Purchase Warrants and (other than in connection with a cashless exercise hereunder) payment of the Exercise Price therefor, in accordance with the terms hereby, all Shares and other securities issuable upon such exercise shall be duly and validly issued, fully paid and non-assessable and not subject to preemptive rights of any shareholder. As long as the Purchase Warrants shall be outstanding, the Company shall use its commercially reasonable efforts to cause all Shares issuable upon exercise of the Purchase Warrants to be listed (subject to official notice of issuance) on all national securities exchanges (or, if applicable, on the OTC Bulletin Board or any successor trading market) on which the Shares issued to the public in the Offering may then be listed and/or quoted.

7. Certain Notice Requirements.

7.1 Holder's Right to Receive Notice. Nothing herein shall be construed as conferring upon the Holders the right to vote or consent or to receive notice as a shareholder for the election of directors or any other matter, or as having any rights whatsoever as a shareholder of the Company. If, however, at any time prior to the expiration of the Purchase Warrants and their exercise, any of the events described in Section 7.2 shall occur, then, in one or more of said events, the Company shall give a copy of each notice given to the other shareholders of the Company written notice of such event at the same time that it gives notice thereof to such shareholders.

7.2 Events Requiring Notice. The Company shall be required to give the notice described in this Section 7 upon one or more of the following events: (i) if the Company shall take a record of the holders of its Shares for the purpose of entitling them to receive a dividend or distribution payable otherwise than in cash, or a cash dividend or distribution payable otherwise than out of retained earnings, as indicated by the accounting treatment of such dividend or distribution on the books of the Company, (ii) the Company shall offer to all the holders of its Shares any additional shares of capital stock of the Company or securities convertible into or exchangeable for shares of capital stock of the Company, or any option, right or warrant to subscribe therefor, or (iii) a dissolution, liquidation or winding up of the Company (other than in connection with a consolidation or share reconstruction or amalgamation) or a sale of all or substantially all of its property, assets and business shall be proposed.

7.3 Notice of Change in Exercise Price. The Company shall, promptly after an event requiring a change in the Exercise Price pursuant to Section 6 hereof, send notice to the Holders of such event and change ("**Price Notice**"). The Price Notice shall describe the event causing the change and the method of calculating same and shall be certified as being true and accurate by the Company's Chief Financial Officer.

7.4 Transmittal of Notices. All notices, requests, consents and other communications under this Purchase Warrant shall be in writing and shall be deemed to have been duly made when hand delivered, or mailed by express mail or private courier service: (i) if to the registered Holder of the Purchase Warrant, to the address of such Holder as shown on the books of the Company, or (ii) if to the Company, to following address or to such other address as the Company may designate by notice to the Holders:

If to the Holder:

Attn:

a copy (which shall not constitute notice) to:

to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attn: Paul K. Danner, III, CEO
T: (212) 739-7825

With a copy to (which shall not constitute notice):

Robert L. Mazzeo, Esq.
Mazzeo Song P.C.
444 Madison Avenue, 4th Floor
New York, NY 10022
T: (212) 599-0700

8. Miscellaneous.

8.1 Amendments. The Company may from time to time supplement or amend this Purchase Warrant without the approval of any of the Holders in order to cure any ambiguity, to correct or supplement any provision contained herein that may be defective or inconsistent with any other provisions herein, or to make any other provisions in regard to matters or questions arising hereunder that the Company may deem reasonably necessary or desirable and that the Company deem shall not adversely affect the interest of the Holders. All other modifications or amendments shall require the written consent of and be signed by the party against whom enforcement of the modification or amendment is sought.

8.2 Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Purchase Warrant.

8.3. Entire Agreement. This Purchase Warrant (together with the other agreements and documents being delivered pursuant to or in connection with this Purchase Warrant) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

8.4 Binding Effect. This Purchase Warrant shall inure solely to the benefit of and shall be binding upon, the Holder and the Company and their permitted assignees, respective successors, legal representative and assigns, and no other person shall have or be construed to have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Purchase Warrant or any provisions herein contained.

8.5 Governing Law; Submission to Jurisdiction; Trial by Jury. This Purchase Warrant shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflict of laws principles thereof. Each of the Company and the Holder hereby agrees that any action, proceeding or claim against it arising out of, or relating in any way to this Purchase Warrant shall be brought and enforced in the New York Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. Each of the Company and the holder hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Any process or summons to be served upon the Company or the Holder may be served by transmitting a copy thereof by registered or certified mail, return receipt requested, postage prepaid, addressed to it at the address set forth in Section 7 hereof. Such mailing shall be deemed personal service and shall be legal and binding upon the Company and the Holder in any action, proceeding or claim. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates) and the Holder hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

8.6 Waiver, etc. The failure of the Company or the Holder to at any time enforce any of the provisions of this Purchase Warrant shall not be deemed or construed to be a waiver of any such provision, nor to in any way affect the validity of this Purchase Warrant or any provision hereof or the right of the Company or any Holder to thereafter enforce each and every provision of this Purchase Warrant. No waiver of any breach, non-compliance or non-fulfillment of any of the provisions of this Purchase Warrant shall be effective unless set forth in a written instrument executed by the party or parties against whom or which enforcement of such waiver is sought; and no waiver of any such breach, non-compliance or non-fulfillment shall be construed or deemed to be a waiver of any other or subsequent breach, non-compliance or non-fulfillment.

8.7 Execution in Counterparts. This Purchase Warrant may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts has been signed by each of the parties hereto and delivered to each of the other parties hereto. Such counterparts may be delivered by facsimile transmission or other electronic transmission.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Purchase Warrant to be signed by its duly authorized officer as of the ____ day of _____, 2016.

ALLIANCE MMA, INC.

By: _____
Name: Paul K. Danner, III
Title: Chief Executive Officer

[*Form to be Used to Exercise Purchase Warrant*]

Date: _____, 20___

The undersigned hereby elects irrevocably to exercise the Purchase Warrant for _____ shares of common stock, par value $0.001 per share (the "**Shares**"), of Alliance MMA, Inc., a Delaware corporation (the "**Company**"), and hereby makes payment of $____ (at the rate of $____ per Share) in payment of the Exercise Price pursuant thereto. Please issue the Shares as to which this Purchase Warrant is exercised in accordance with the instructions given below and, if applicable, a new Purchase Warrant representing the number of Shares for which this Purchase Warrant has not been exercised.

The undersigned hereby elects irrevocably to convert its right to purchase ___ Shares of the Company under the Purchase Warrant for _____ Shares, as determined in accordance with the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where,

X	=	The number of Shares to be issued to Holder;
Y	=	The number of Shares for which the Purchase Warrant is being exercised;
A	=	The fair market value of one Share; and
B	=	The Exercise Price.

The undersigned agrees and acknowledges that the calculation set forth above is subject to confirmation by the Company and any disagreement with respect to the calculation shall be resolved by the Company in its sole discretion.

Please issue the Shares as to which this Purchase Warrant is exercised in accordance with the instructions given below and, if applicable, a new Purchase Warrant representing the number of Shares for which this Purchase Warrant has not been converted.

Signature: _____

Signature Guaranteed: _____

INSTRUCTIONS FOR REGISTRATION OF SECURITIES:

Name: _____

(Print in Block Letters)

Address: _____

_____

NOTICE: The signature to this form must correspond with the name as written upon the face of the Purchase Warrant without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank, other than a savings bank, or by a trust company or by a firm having membership on a registered national securities exchange.

[*Form to be Used to Assign Purchase Warrant*]

(To be executed by the registered Holder to effect a transfer of the within Purchase Warrant):

FOR VALUE RECEIVED, _____ does hereby sell, assign and transfer unto the right to purchase shares of common stock, par value $0.001 per share, of Alliance MMA, Inc., a Delaware corporation (the "**Company**"), evidenced by the Purchase Warrant and does hereby authorize the Company to transfer such right on the books of the Company.

Dated: _____, 20__

Signature: _____

Signature Guaranteed: _____

NOTICE: The signature to this form must correspond with the name as written upon the face of the within Purchase Warrant without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank, other than a savings bank, or by a trust company or by a firm having membership on a registered national securities exchange.

EXHIBIT 5.1

MAZZEO SONG P.C.
444 MADISON AVENUE – 4TH FLOOR
NEW YORK, NEW YORK 10022
TEL: (212) 599-0700
FAX: (212) 599-8400

August 16, 2016

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022

Re: Alliance MMA, Inc. Registration Statement on Form S-1 filed August 16, 2016

Gentlemen:

We have acted as counsel to Alliance MMA, Inc., a Delaware corporation (the "Company"), in connection with the proposed issuance and sale by the Company of up to 3,333,333 shares of the Company's common stock, $0.001 par value (the "Shares"), pursuant to the Company's Registration Statement on Form S-1 (the "Registration Statement") filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act") and the prospectus included therein (the "Prospectus").

This opinion is being furnished in accordance with the requirements of Item 16(a) of Form S-1 and Item 601(b)(5)(i) of Regulation S-K.

In connection with the preparation of this opinion, we have examined such documents and considered such questions of law as we have deemed necessary or appropriate. In all such examinations, we have assumed the genuineness of all signatures on original documents, and the conformity to the originals of all copies submitted to us by or on behalf of the Company. In passing upon certain corporate records and documents of the Company, we have assumed the correctness and completeness of the statements made or included therein by the Company, and we express no opinion thereon.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized and, when issued and sold in the manner described in the Registration Statement and the Prospectus, will be legally issued, fully paid and non-assessable.

We render this opinion only with respect to the General Corporation Law of the State of Delaware, and we express no opinion herein concerning the application or effect of the laws of any other jurisdiction.

We consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement and to the reference to our firm under the caption "Legal Matters" in the Prospectus. In giving our consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

This opinion is intended solely for use in connection with the issuance and sale of the Shares pursuant to the Registration Statement and the Prospectus and is not to be relied upon for any other purpose or delivered to or relied upon by any other person without our prior written consent. This opinion is rendered as of the date hereof and we disclaim any obligation to advise you of facts, circumstances, events or developments which hereafter may be brought to our attention and which may alter, affect or modify the opinion expressed herein. Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company or the Shares.

Very truly yours,

MAZZEO SONG P.C.

By: /s/ Robert L. Mazzeo
Robert L. Mazzeo

Exhibit 10.1

ALLIANCE MMA, INC.
2016 EQUITY INCENTIVE PLAN

1. Purposes of the Plan. The purposes of this Plan are:

- to attract and retain the best available personnel for positions of substantial responsibility,
- to provide additional incentive to Employees, Directors and Consultants, and
- to promote the success of the Company's business.

The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Performance Units and Performance Shares.

2. Definitions. As used herein, the following definitions will apply:

(a) "Administrator" means the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 of the Plan.

(b) "Applicable Laws" means the legal and regulatory requirements relating to the administration of equity-based awards and the related issuance of Shares thereunder, including but not limited to U.S. federal and state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any non-U.S. country or jurisdiction where Awards are, or will be, granted under the Plan.

(c) "Award" means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units or Performance Shares.

(d) "Award Agreement" means the written or electronic agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

(e) "Board" means the Board of Directors of the Company.

(f) "Change in Control" means the occurrence of any of the following events:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection, the acquisition of additional stock by any one Person, who is considered to own more than fifty percent (50%) of the total voting power of the stock of the Company will not be considered a Change in Control; or

(ii) A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (iii)(B)(3). For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the state of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(g) "Code" means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or regulation thereunder will include such section or regulation, any valid regulation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

(h) "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board, or a duly authorized committee of the Board, in accordance with Section 4 hereof.

(i) "Common Stock" means the common stock of the Company.

(j) "Company" means Alliance MMA, Inc., a Delaware corporation, or any successor thereto.

(k) "Consultant" means any natural person, including an advisor, engaged by the Company or a Parent or Subsidiary to render bona fide services to such entity, provided the services (i) are not in connection with the offer or sale of securities in a capital-raising transaction, and (ii) do not directly promote or maintain a market for the Company's securities, in each case, within the meaning of Form S-8 promulgated under the Securities Act.

(l) "Director" means a member of the Board.

(m) "Disability" means total and permanent disability as defined in Section 22(e)(3) of the Code, provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(n) "Employee" means any person, including Officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

(o) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(p) "Exchange Program" means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for awards of the same type (which may have higher or lower exercise prices and different terms), awards of a different type, and/or cash, (ii) Participants would have the opportunity to transfer any outstanding Awards to a financial institution or other person or entity selected by the Administrator, and/or (iii) the exercise price of an outstanding Award is increased or reduced. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

(q) "Fair Market Value" means, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the New York Stock Exchange, the NASDAQ Global Select Market, the NASDAQ Global Market or the NASDAQ Capital Market of The NASDAQ Stock Market, its Fair Market Value will be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Common Stock on the date of determination (or, if no bids and asks were reported on that date, as applicable, on the last trading date such bids and asks were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(iii) For purposes of any Awards granted on the Registration Date, the Fair Market Value will be the initial price to the public as set forth in the final prospectus included within the registration statement on Form S-1 filed with the Securities and Exchange Commission for the initial public offering of the Common Stock; or

(iv) In the absence of an established market for the Common Stock, the Fair Market Value will be determined in good faith by the Administrator.

(r) "Fiscal Year" means the fiscal year of the Company.

(s) "Incentive Stock Option" means an Option that by its terms qualifies and is intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

(t) "Inside Director" means a Director who is an Employee.

(u) "Nonstatutory Stock Option" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

(v) "Officer" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(w) "Option" means a stock option granted pursuant to the Plan.

(x) "Outside Director" means a Director who is not an Employee.

(y) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code.

(z) "Participant" means the holder of an outstanding Award.

(aa) "Performance Share" means an Award denominated in Shares which may be earned in whole or in part upon attainment of performance goals or other vesting criteria as the Administrator may determine pursuant to Section 10.

(bb) "Performance Unit" means an Award which may be earned in whole or in part upon attainment of performance goals or other vesting criteria as the Administrator may determine and which may be settled for cash, Shares or other securities or a combination of the foregoing pursuant to Section 10.

(cc) "Period of Restriction" means the period during which the transfer of Shares of Restricted Stock are subject to restrictions and therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events as determined by the Administrator.

(dd) "Plan" means this 2016 Equity Incentive Plan.

(ee) "Registration Date" means the effective date of the first registration statement that is filed by the Company and declared effective pursuant to Section 12(b) of the Exchange Act, with respect to any class of the Company's securities.

(ff) "Restricted Stock" means Shares issued pursuant to a Restricted Stock award under Section 7 of the Plan, or issued pursuant to the early exercise of an Option.

(gg) "Restricted Stock Unit" means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 8. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

(hh) "Rule 16b-3" means Rule 16b-3 of the Exchange Act or any successor to Rule 16b-3, as in effect when discretion is being exercised with respect to the Plan.

(ii) "Section 16(b)" means Section 16(b) of the Exchange Act.

(jj) "Service Provider" means an Employee, Director or Consultant.

(kk) "Share" means a share of the Common Stock, as adjusted in accordance with Section 14 of the Plan.

(ll) "Stock Appreciation Right" means an Award, granted alone or in connection with an Option, that pursuant to Section 9 is designated as a Stock Appreciation Right.

(mm) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Section 424(f) of the Code.

3. Stock Subject to the Plan.

(a) Stock Subject to the Plan. Subject to the provisions of Section 14 of the Plan, the maximum aggregate number of Shares that may be issued under the Plan is 825,000 Shares. The Shares may be authorized, but unissued, or reacquired Common Stock.

(b) Lapsed Awards. If an Award expires or becomes unexercisable without having been exercised in full, is surrendered pursuant to an Exchange Program, or, with respect to Restricted Stock, Restricted Stock Units, Performance Units or Performance Shares, is forfeited to, or repurchased by, the Company due to failure to vest, then the unpurchased Shares (or for Awards other than Options or Stock Appreciation Rights the forfeited or repurchased Shares), which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). With respect to Stock Appreciation Rights, only Shares actually issued (i.e., the net Shares issued) pursuant to a Stock Appreciation Right will cease to be available under the Plan; all remaining Shares under Stock Appreciation Rights will remain available for future grant or sale under the Plan (unless the Plan has terminated). Shares that actually have been issued under the Plan under any Award will not be returned to the Plan and will not become available for future distribution under the Plan; provided, however, that if Shares issued pursuant to Awards of Restricted Stock, Restricted Stock Units, Performance Shares or Performance Units are repurchased by the Company or are forfeited to the Company, such Shares will become available for future grant under the Plan. Shares used to pay the exercise price of an Award or to satisfy the tax withholding obligations related to an Award will become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan. Notwithstanding the foregoing and, subject to adjustment as provided in Section 14, the maximum number of Shares that may be issued upon the exercise of Incentive Stock Options will equal the aggregate Share number stated in Section 3(a).

(c) Share Reserve. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

4. Administration of the Plan.

(a) Procedure.

(i) Multiple Administrative Bodies. Different Committees with respect to different groups of Service Providers may administer the Plan.

(ii) Section 162(m). To the extent that the Administrator determines it to be desirable to qualify Awards granted hereunder as "performance-based compensation" within the meaning of Section 162(m) of the Code, the Plan will be administered by a Committee of two (2) or more "outside directors" within the meaning of Section 162(m) of the Code.
(iii) Rule 16b-3. To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3, the transactions contemplated hereunder will be structured to satisfy the requirements for exemption under Rule 16b-3.

(iv) Other Administration. Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which committee will be constituted to satisfy Applicable Laws.

(b) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

(i) to determine the Fair Market Value;

(ii) to select the Service Providers to whom Awards may be granted hereunder;

(iii) to determine the number of Shares to be covered by each Award granted hereunder;

(iv) to approve forms of Award Agreements for use under the Plan;

(v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Awards may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Administrator will determine;

(vi) to institute and determine the terms and conditions of an Exchange Program;

(vii) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;

(viii) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws;

(ix) to modify or amend each Award (subject to Section 19 of the Plan), including but not limited to the discretionary authority to extend the post-termination exercisability period of Awards and to extend the maximum term of an Option (subject to Section 6(b) of the Plan regarding Incentive Stock Options);

(x) to allow Participants to satisfy tax withholding obligations in such manner as prescribed in Section 15 of the Plan;

(xi) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator;

(xii) to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that otherwise would be due to such Participant under an Award; and

(xiii) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations will be final and binding on all Participants and any other holders of Awards.

5. Eligibility. Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Shares and Performance Units may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

6. Stock Options.

(a) Limitations. Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. However, notwithstanding such designation, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds one hundred thousand dollars ($100,000), such Options will be treated as Nonstatutory Stock Options. For purposes of this Section 6(a), Incentive Stock Options will be taken into account in the order in which they were granted. The Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted.

(b) Term of Option. The term of each Option will be stated in the Award Agreement. In the case of an Incentive Stock Option, the term will be ten (10) years from the date of grant or such shorter term as may be provided in the Award Agreement. Moreover, in the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option will be five (5) years from the date of grant or such shorter term as may be provided in the Award Agreement.

(c) Option Exercise Price and Consideration.

(i) Exercise Price. The per share exercise price for the Shares to be issued pursuant to exercise of an Option will be determined by the Administrator, subject to the following:

(1) In the case of an Incentive Stock Option :(A) granted to an Employee who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than one hundred ten percent (110%) of the Fair Market Value per Share on the date of grant; and (B) granted to any Employee other than an Employee described in paragraph (A) immediately above, the per Share exercise price will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(2) In the case of a Nonstatutory Stock Option, the per Share exercise price will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(3) Notwithstanding the foregoing, Options may be granted with a per Share exercise price of less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code.

(ii) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

(iii) Form of Consideration. The Administrator will determine the acceptable form of consideration for exercising an Option, including the method of payment. In the case of an Incentive Stock Option, the Administrator will determine the acceptable form of consideration at the time of grant. Such consideration may consist entirely of: (1) cash; (2) check; (3) promissory note, to the extent permitted by Applicable Laws; (4) other Shares, provided that such Shares have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option will be exercised and provided that accepting such Shares will not result in any adverse accounting consequences to the Company, as the Administrator determines in its sole discretion; (5) consideration received by the Company under a broker-assisted (or other) cashless exercise program (whether through a broker or otherwise) implemented by the Company in connection with the Plan; (6) by net exercise; (7) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws; or (8) any combination of the foregoing methods of payment.

(d) Exercise of Option.

(i) Procedure for Exercise; Rights as a Stockholder. Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share. An Option will be deemed exercised when the Company receives: (i) a notice of exercise (in such form as the Administrator may specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with applicable withholding taxes). Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant or, if requested by the Participant, in the name of the Participant and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to an Option, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 14 of the Plan. Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(ii) Termination of Relationship as a Service Provider. If a Participant ceases to be a Service Provider, other than upon the Participant's termination as the result of the Participant's death or Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for three (3) months following the Participant's termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified by the Administrator, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iii) Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for twelve (12) months following the Participant's termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv) Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised following the Participant's death within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of death (but in no event may the option be exercised later than the expiration of the term of such Option as set forth in the Award Agreement), by the Participant's designated beneficiary, provided such beneficiary has been designated prior to Participant's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. In the absence of a specified time in the Award Agreement, the Option will remain exercisable for twelve (12) months following Participant's death. Unless otherwise provided by the Administrator, if at the time of death Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will immediately revert to the Plan. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

7. Restricted Stock.

(a) Grant of Restricted Stock. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

(b) Restricted Stock Agreement. Each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction, if any, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine. Unless the Administrator determines otherwise, the Company as escrow agent will hold Shares of Restricted Stock until the restrictions on such Shares have lapsed.

(c) Transferability. Except as provided in this Section 7 or the Award Agreement, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable Period of Restriction.

(d) Other Restrictions. The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate.

(e) Removal of Restrictions. Except as otherwise provided in this Section 7, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction or at such other time as the Administrator may determine. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

(f) Voting Rights. During the Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.

(g) Dividends and Other Distributions. During the Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares, unless the Administrator provides otherwise. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.

(h) Return of Restricted Stock to Company. On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed will revert to the Company and again will become available for grant under the Plan.

8. Restricted Stock Units.

(a) Grant. Restricted Stock Units may be granted at any time and from time to time as determined by the Administrator. After the Administrator determines that it will grant Restricted Stock Units under the Plan, it will advise the Participant in an Award Agreement of the terms, conditions, and restrictions related to the grant, including the number of Restricted Stock Units.

(b) Vesting Criteria and Other Terms. The Administrator will set vesting criteria in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant. The Administrator may set vesting criteria based upon the achievement of Company-wide, divisional, business unit, or individual goals (including, but not limited to, continued employment or service), applicable federal or state securities laws or any other basis determined by the Administrator in its discretion.

(c) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant will be entitled to receive a payout as determined by the Administrator. Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any vesting criteria that must be met to receive a payout.

(d) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) determined by the Administrator and set forth in the Award Agreement. The Administrator, in its sole discretion, may only settle earned Restricted Stock Units in cash, Shares, or a combination of both.

(e) Cancellation. On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

9. Stock Appreciation Rights.

(a) Grant of Stock Appreciation Rights. Subject to the terms and conditions of the Plan, a Stock Appreciation Right may be granted to Service Providers at any time and from time to time as will be determined by the Administrator, in its sole discretion.

(b) Number of Shares. The Administrator will have complete discretion to determine the number of Stock Appreciation Rights granted to any Service Provider.

(c) Exercise Price and Other Terms. The per share exercise price for the Shares to be issued pursuant to exercise of a Stock Appreciation Right will be determined by the Administrator and will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant. Otherwise, the Administrator, subject to the provisions of the Plan, will have complete discretion to determine the terms and conditions of Stock Appreciation Rights granted under the Plan.

(d) Stock Appreciation Right Agreement. Each Stock Appreciation Right grant will be evidenced by an Award Agreement that will specify the exercise price, the term of the Stock Appreciation Right, the conditions of exercise, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(e) Expiration of Stock Appreciation Rights. A Stock Appreciation Right granted under the Plan will expire ten (10) years from the date of grant or such shorter term as may be provided in the Award Agreement, as determined by the Administrator, in its sole discretion. Notwithstanding the foregoing, the rules of Section 6(d) relating to exercise also will apply to Stock Appreciation Rights.

(f) Payment of Stock Appreciation Right Amount. Upon exercise of a Stock Appreciation Right, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying: (i) The difference between the Fair Market Value of a Share on the date of exercise over the exercise price; times (ii) The number of Shares with respect to which the Stock Appreciation Right is exercised.
At the discretion of the Administrator, the payment upon Stock Appreciation Right exercise may be in cash, in Shares of equivalent value, or in some combination thereof.

10. Performance Units and Performance Shares.

(a) Grant of Performance Units/Shares. Performance Units and Performance Shares may be granted to Service Providers at any time and from time to time, as will be determined by the Administrator, in its sole discretion. The Administrator will have complete discretion in determining the number of Performance Units and Performance Shares granted to each Participant.

(b) Value of Performance Units/Shares. Each Performance Unit will have an initial value that is established by the Administrator on or before the date of grant. Each Performance Share will have an initial value equal to the Fair Market Value of a Share on the date of grant.

(c) Performance Objectives and Other Terms. The Administrator will set performance objectives or other vesting provisions (including, without limitation, continued status as a Service Provider) in its discretion which, depending on the extent to which they are met, will determine the number or value of Performance Units/Shares that will be paid out to the Service Providers. The time period during which the performance objectives or other vesting provisions must be met will be called the "Performance Period." Each Award of Performance Units/Shares will be evidenced by an Award Agreement that will specify the Performance Period, and such other terms and conditions as the Administrator, in its sole discretion, will determine. The Administrator may set performance objectives based upon the achievement of Company-wide, divisional, business unit or individual goals (including, but not limited to, continued employment or service), applicable federal or state securities laws, or any other basis determined by the Administrator in its discretion.

(d) Earning of Performance Units/Shares. After the applicable Performance Period has ended, the holder of Performance Units/Shares will be entitled to receive a payout of the number of Performance Units/Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding performance objectives or other vesting provisions have been achieved. After the grant of a Performance Unit/Share, the Administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such Performance Unit/Share.

(e) Form and Timing of Payment of Performance Units/Shares. Payment of earned Performance Units/Shares will be made as soon as practicable after the expiration of the applicable Performance Period. The Administrator, in its sole discretion, may pay earned Performance Units/Shares in the form of cash, in Shares (which have an aggregate Fair Market Value equal to the value of the earned Performance Units/Shares at the close of the applicable Performance Period) or in a combination thereof.

(f) Cancellation of Performance Units/Shares. On the date set forth in the Award Agreement, all unearned or unvested Performance Units/Shares will be forfeited to the Company, and again will be available for grant under the Plan.

11. Outside Director Limitations. Subject to the provisions of Section 14 of the Plan, no Outside Director may be granted, in any Fiscal Year, Awards covering more than 20,000 Shares.

12. Leaves of Absence/Transfer Between Locations. Unless the Administrator provides otherwise, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence. A Participant will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary. For purposes of Incentive Stock Options, no such leave may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then six (6) months following the first (1st) day of such leave any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

13. Transferability of Awards. Unless determined otherwise by the Administrator, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award will contain such additional terms and conditions as the Administrator deems appropriate.

14. Adjustments; Dissolution or Liquidation; Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will adjust the number and class of Shares that may be delivered under the Plan and/or the number, class, and price of Shares covered by each outstanding Award, and the numerical Share limit in Section 11 of the Plan.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it previously has not been exercised, an Award will terminate immediately prior to the consummation of such proposed action.

(c) Change in Control. In the event of a Change in Control, each outstanding Award will be treated as the Administrator determines, including, without limitation, that (i) Awards may be assumed, or substantially equivalent Awards will be substituted, by the acquiring or succeeding corporation (or an affiliate thereof) with appropriate adjustments as to the number and kind of shares and prices; (ii) upon written notice to a Participant, that the Participant's Awards will terminate upon or immediately prior to the consummation of such Change in Control; (iii) outstanding Awards will vest and become exercisable, realizable, or payable, or restrictions applicable to an Award will lapse, in whole or in part prior to or upon consummation of such Change in Control, and, to the extent the Administrator determines, terminate upon or immediately prior to the effectiveness of such merger or Change in Control; (iv) (A) the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Administrator determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment), or (B) the replacement of such Award with other rights or property selected by the Administrator in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this Section 14(c), the Administrator will not be required to treat all Awards similarly in the transaction. In the event that the successor corporation does not assume or substitute for the Award, the Participant will fully vest in and have the right to exercise all of his or her outstanding Options and Stock Appreciation Rights, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Restricted Stock and Restricted Stock Units will lapse, and, with respect to Awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at one hundred percent (100%) of target levels and all other terms and conditions met. In addition, if an Option or Stock Appreciation Right is not assumed or substituted in the event of a Change in Control, the Administrator will notify the Participant in writing or electronically that the Option or Stock Appreciation Right will be exercisable for a period of time determined by the Administrator in its sole discretion, and the Option or Stock Appreciation Right will terminate upon the expiration of such period. For the purposes of this subsection (c), an Award will be considered assumed if, following the Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, or other securities or property) received in the Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the Change in Control is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of an Option or Stock Appreciation Right or upon the payout of a Restricted Stock Unit, Performance Unit or Performance Share, for each Share subject to such Award, to be solely common stock of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Common Stock in the Change in Control.

Notwithstanding anything in this Section 14(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent; provided, however, a modification to such performance goals only to reflect the successor corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

(d) Outside Director Awards. With respect to Awards granted to an Outside Director, in the event of a Change in Control, the Participant will fully vest in and have the right to exercise Options and/or Stock Appreciation Rights as to all of the Shares underlying such Award, including those Shares which otherwise would not be vested or exercisable, all restrictions on Restricted Stock and Restricted Stock Units will lapse, and, with respect to Awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at one hundred percent (100%) of target levels and all other terms and conditions met.

15. Tax.

(a) Withholding Requirements. Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof) or such earlier time as any tax withholding obligations are due, the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign or other taxes (including the Participant's FICA obligation) required to be withheld with respect to such Award (or exercise thereof).

(b) Withholding Arrangements. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such tax withholding obligation, in whole or in part by (without limitation) (a) paying cash, (b) electing to have the Company withhold otherwise deliverable cash or Shares having a Fair Market Value equal to the minimum statutory amount required to be withheld, or (c) delivering to the Company already-owned Shares having a Fair Market Value equal to the minimum statutory amount required to be withheld. The Fair Market Value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

(c) Compliance With Code Section 409A. Awards will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Code Section 409A such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A, except as otherwise determined in the sole discretion of the Administrator. The Plan and each Award Agreement under the Plan is intended to meet the requirements of Code Section 409A and will be construed and interpreted in accordance with such intent, except as otherwise determined in the sole discretion of the Administrator. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Code Section 409A, the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Code Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A.

16. No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor will they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

17. Date of Grant. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will be provided to each Participant within a reasonable time after the date of such grant.

18. Term of Plan. Subject to Section 22 of the Plan, the Plan will become effective upon the later to occur of (i) its adoption by the Board or (ii) the business day immediately prior to the Registration Date. It will continue in effect for a term of ten (10) years from the date adopted by the Board, unless terminated earlier under Section 19 of the Plan.

19. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Administrator may at any time amend, alter, suspend or terminate the Plan.

(b) Stockholder Approval. The Company will obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

(c) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan will materially impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

20. Conditions Upon Issuance of Shares.

(a) Legal Compliance. Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

21. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction or to complete or comply with the requirements of any registration or other qualification of the Shares under any state, federal or foreign law or under the rules and regulations of the Securities and Exchange Commission, the stock exchange on which Shares of the same class are then listed, or any other governmental or regulatory body, which authority, registration, qualification or rule compliance is deemed by the Company's counsel to be necessary or advisable for the issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority, registration, qualification or rule compliance will not have been obtained.

22. Stockholder Approval. The Plan will be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws.

ALLIANCE MMA, INC.
2016 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT

NOTICE OF GRANT OF RESTRICTED STOCK UNITS

Unless otherwise defined herein, the terms defined in the 2016 Equity Incentive Plan (the "Plan") shall have the same defined meanings in this Restricted Stock Unit Award Agreement, including the Notice of Grant of Restricted Stock Units (the "Notice of Grant"), the Terms and Conditions of Restricted Stock Unit Grant, and any appendices and exhibits attached thereto (all together, the "Award Agreement").

Name ("Participant):	**«Name»**
Address:	**«Address»**

The undersigned Participant has been granted the right to receive an Award of Restricted Stock Units, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Date of Grant:	«GrantDate»
Vesting Commencement Date:	«VCD»
Number of Restricted Stock Units:	«Shares»

Vesting Schedule:

Subject to any acceleration provisions contained in the Plan or set forth below, the Restricted Stock Units will vest in accordance with the following schedule:

In the event Participant ceases to be a Service Provider for any or no reason before Participant vests in the Restricted Stock Units, the Restricted Stock Units and Participant's right to acquire any Shares hereunder will immediately terminate.
Participant acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award Agreement subject to all of the terms and provisions thereof. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and fully understands all provisions of this Award Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Award Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated below.

PARTICIPANT	ALLIANCE MMA, INC.
_____	_____
Signature	By
«Name»	
_____	_____
Print Name	Print Name
	_____
	Title
Address: «Address»	

ALLIANCE MMA, INC.
2016 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT GRANT

1. Grant of Restricted Stock Units. The Company hereby grants to the individual (the "Participant") named in the Notice of Grant of Restricted Stock Units of this Award Agreement (the "Notice of Grant") under the Plan an Award of Restricted Stock Units, subject to all of the terms and conditions in this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 19(c) of the Plan, in the event of a conflict between the terms and conditions of the Plan and this Award Agreement, the terms and conditions of the Plan shall prevail.

2. Company's Obligation to Pay. Each Restricted Stock Unit represents the right to receive a Share on the date it vests. Unless and until the Restricted Stock Units will have vested in the manner set forth in Section 3 or 4, Participant will have no right to payment of any such Restricted Stock Units. Prior to actual payment of any vested Restricted Stock Units, such Restricted Stock Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

3. Vesting Schedule. Except as provided in Section 4, and subject to Section 5, the Restricted Stock Units awarded by this Award Agreement will vest in accordance with the vesting schedule set forth in the Notice of Grant, subject to Participant continuing to be a Service Provider through each applicable vesting date.

4. Payment after Vesting.

(a) General Rule. Subject to Section 6, any Restricted Stock Units that vest will be paid to Participant (or in the event of Participant's death, to his or her properly designated beneficiary or estate) in whole Shares. Subject to the provisions of Section 4(b), such vested Restricted Stock Units shall be paid in whole Shares as soon as practicable after vesting, but in each such case within sixty (60) days following the vesting date. In no event will Participant be permitted, directly or indirectly, to specify the taxable year of payment of any Restricted Stock Units payable under this Award Agreement.

(b) Acceleration.

(i) Discretionary Acceleration. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock Units at any time, subject to the terms of the Plan. If so accelerated, such, such Restricted Stock Units will be considered as having vested as of the date specified by the Administrator. If Participant is a U.S. taxpayer, the payment of Shares vesting pursuant to this Section 4(b) shall in all cases be paid at a time or in a manner that is exempt from, or complies with, Section 409A. The prior sentence may be superseded in a future agreement or amendment to this Award Agreement only by direct and specific reference to such sentence.

(ii) Notwithstanding anything in the Plan or this Award Agreement or any other agreement (whether entered into before, on or after the Date of Grant), if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in connection with Participant's termination as a Service Provider (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to Participant's death**,** and if (x) Participant is a U.S. taxpayer and a "specified employee" within the meaning of Section 409A at the time of such termination as a Service Provider and (y) the payment of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on or within the six (6) month period following Participant's termination as a Service Provider, then the payment of such accelerated Restricted Stock Units will not be made until the date six (6) months and one (1) day following the date of Participant's termination as a Service Provider, unless Participant dies following his or her termination as a Service Provider, in which case, the Restricted Stock Units will be paid in Shares to Participant's estate as soon as practicable following his or her death.

(c) Section 409A. It is the intent of this Award Agreement that it and all payments and benefits to U.S. taxpayers hereunder be exempt from, or comply with, the requirements of Section 409A so that none of the Restricted Stock Units provided under this Award Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to be so exempt or so comply. Each payment payable under this Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). For purposes of this Award Agreement, "Section 409A" means Section 409A of the Code, and any final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

5. Forfeiture Upon Termination as a Service Provider. Notwithstanding any contrary provision of this Award Agreement, if Participant ceases to be a Service Provider for any or no reason, the then-unvested Restricted Stock Units awarded by this Award Agreement will thereupon be forfeited at no cost to the Company and Participant will have no further rights thereunder.

6. Death of Participant. Any distribution or delivery to be made to Participant under this Award Agreement will, if Participant is then deceased, be made to Participant's designated beneficiary, or if no beneficiary survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

7. Tax Consequences. Participant has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Award Agreement. With respect to such matters, Participant relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) shall be responsible for Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Award Agreement.

8. Tax Obligations

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for any tax and/or social insurance liability obligations and requirements in connection with the Restricted Stock Units, including, without limitation, (a) all federal, state, and local taxes (including the Participant's Federal Insurance Contributions Act (FICA) obligation) that are required to be withheld by the Company or the Employer or other payment of tax-related items related to Participant's participation in the Plan and legally applicable to Participant, (b) the Participant's and, to the extent required by the Company (or Employer), the Company's (or Employer's) fringe benefit tax liability, if any, associated with the grant, vesting, or exercise of the Restricted Stock Units or sale of Shares, and (c) any other Company (or Employer) taxes the responsibility for which the Participant has, or has agreed to bear, with respect to the Restricted Stock Units (or exercise thereof or issuance of Shares thereunder) (collectively, the "Tax Obligations"), is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or other distributions, and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. Further, if Participant is subject to Tax Obligations in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction. If Participant fails to make satisfactory arrangements for the payment of any required Tax Obligations hereunder at the time of the applicable taxable event, Participant acknowledges and agrees that the Company may refuse to issue or deliver the Shares.

(b) Tax Withholding. When Shares are issued as payment for vested Restricted Stock Units, Participant generally will recognize immediate U.S. taxable income if Participant is a U.S. taxpayer. If Participant is a non-U.S. taxpayer, Participant will be subject to applicable taxes in his or her jurisdiction. Pursuant to such procedures as the Administrator may specify from time to time, the Company and/or Employer shall withhold the minimum amount required to be withheld for the payment of Tax Obligations. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit Participant to satisfy such Tax Obligations, in whole or in part (without limitation), if permissible by applicable local law, by (a) paying cash, (b) electing to have the Company withhold otherwise deliverable Shares having a Fair Market Value equal to the amount of such Tax Obligations, (c) withholding the amount of such Tax Obligations from Participant's wages or other cash compensation paid to Participant by the company and/or the Employer, (d) delivering to the Company already vested and owned Shares having a Fair Market Value equal to such Tax Obligations, or (e) selling a sufficient number of such Shares otherwise deliverable to Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount of the Tax Obligations. To the extent determined appropriate by the Company in its discretion, it will have the right (but not the obligation) to satisfy any Tax Obligations by reducing the number of Shares otherwise deliverable to Participant and, until determined otherwise by the Company, this will be the method by which such Tax Obligations are satisfied. Further, if Participant is subject to tax in more than one jurisdiction between the Date of Grant and a date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges and agrees that the Company and/or the Employer (and/or former employer, as applicable) may be required to withhold or account for tax in more than one jurisdiction. If Participant fails to make satisfactory arrangements for the payment of such Tax Obligations hereunder at the time any applicable Restricted Stock Units otherwise are scheduled to vest pursuant to Sections 3 or 4, Participant will permanently forfeit such Restricted Stock Units and any right to receive Shares thereunder and the Restricted Stock Units will be returned to the Company at no cost to the Company. Participant acknowledges and agrees that the Company may refuse to deliver the Shares if such Tax Obligations are not delivered at the time they are due.

9. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). After such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

10. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE EMPLOYER) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS RESTRICTED STOCK UNIT AWARD OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE EMPLOYER) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

11. Grant is Not Transferable. Except to the limited extent provided in Section 6, this grant and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void.

12. Nature of Grant. In accepting the grant, Participant acknowledges, understands and agrees that:

(a) the grant of the Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;

(b) all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Company;

(c) Participant is voluntarily participating in the Plan;

(d) the Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension rights or compensation;

(e) the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(f) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted;

(g) for purposes of the Restricted Stock Units, Participant's status as a Service Provider will be considered terminated as of the date Participant is no longer actively providing services to the Company or any Parent or Subsidiary (regardless of the reason for such termination and whether or not later to be found invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Award Agreement (including by reference in the Notice of Grant to other arrangements or contracts) or determined by the Administrator, Participant's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any, unless Participant is providing bona fide services during such time); the Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the Restricted Stock Units grant (including whether Participant may still be considered to be providing services while on a leave of absence);

(h) unless otherwise provided in the Plan or by the Company in its discretion, the Restricted Stock Units and the benefits evidenced by this Award Agreement do not create any entitlement to have the Restricted Stock Units or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

(i) the following provisions apply only if Participant is providing services outside the United States:

(i) the Restricted Stock Units and the Shares subject to the Restricted Stock Units are not part of normal or expected compensation or salary for any purpose;

(ii) Participant acknowledges and agrees that none of the Company, the Employer or any Parent or Subsidiary shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement; and

(iii) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of Participant's status as a Service Provider (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and in consideration of the grant of the Restricted Stock Units to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company, any Parent or Subsidiary or the Employer, waives his or her ability, if any, to bring any such claim, and releases the Company, any Parent or Subsidiary and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

13. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

14. Data Privacy. ***Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Award Agreement and any other Restricted Stock Unit grant materials by and among, as applicable, the Employer, the Company and any Parent or Subsidiary for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and the Employer may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.***

Participant understands that Data will be transferred to a stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country of operation (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company, any stock plan service provider selected by the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her status as a Service Provider and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing Participant's consent is that the Company would not be able to grant Participant Restricted Stock Units or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

15. Address for Notices. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company at Alliance MMA, Inc., 590 Madison Avenue, 21st Floor, New York, New York 10022, or at such other address as the Company may hereafter designate in writing.

16. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to the Restricted Stock Units awarded under the Plan or future Restricted Stock Units that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

17. No Waiver. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

18. Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns. The rights and obligations of Participant under this Agreement may only be assigned with the prior written consent of the Company.

19. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any state, federal or foreign law, the tax code and related regulations or under the rulings or regulations of the United States Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the United States Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate) hereunder, such issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. Subject to the terms of the Agreement and the Plan, the Company shall not be required to issue any certificate or certificates for Shares hereunder prior to the lapse of such reasonable period of time following the date of vesting of the Restricted Stock Units as the Administrator may establish from time to time for reasons of administrative convenience.

20. Language. If Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

21. Interpretation. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. Neither the Administrator nor any person acting on behalf of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

22. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

23. Modifications to the Agreement. This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducementsother than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection to this Award of Restricted Stock Units.

24. Governing Law and Venue. This Award Agreement will be governed by the laws of New York, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under the Restricted Stock Units or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of New York, and agree that such litigation will be conducted in the courts of New York, New York or the federal courts for the United States for the Southern District of New York, and no other courts.

25. Agreement Severable. In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

26. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received Restricted Stock Units under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

27. Entire Agreement. The Plan is incorporated herein by reference. The Plan and this Award Agreement (including the exhibits referenced herein) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and Participant.

28. Country Addendum. Notwithstanding any provisions in this Award Agreement, the Restricted Stock Unit grant shall be subject to any special terms and conditions set forth in any appendix to this Award Agreement for Participant's country. Moreover, if Participant relocates to one of the countries included in the Country Addendum, the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Country Addendum constitutes part of this Award Agreement.

ALLIANCE MMA, INC.
2016 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT
COUNTRY ADDENDUM

TERMS AND CONDITIONS

This Country Addendum includes additional terms and conditions that govern the award of Restricted Stock Units under the Plan if Participant works in one of the countries listed below. If Participant is a citizen or resident of a country (or is considered as such for local law purposes) other than the one in which he or she is currently working or if Participant relocates to another country after receiving the Award of Restricted Stock Units, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to Participant.

Certain capitalized terms used but not defined in this Country Addendum shall have the meanings set forth in the Plan and/or the Award Agreement to which this Country Addendum is attached.

NOTIFICATIONS

This Country Addendum also includes notifications relating to exchange control and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the countries listed in this Country Addendum, as of [DATE]. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the notifications herein as the only source of information relating to the consequences of his or her participation in the Plan because the information may be outdated when Participant vests in the Restricted Stock Units and acquires Shares, or when Participant subsequently sell Shares acquired under the Plan.

In addition, the notifications are general in nature and may not apply to Participant's particular situation, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in Participant's country may apply to Participant's situation.

Finally, if Participant is a citizen or resident of a country other than the one in which Participant is currently working (or is considered as such for local law purposes) or if Participant moves to another country after receiving an Award of Restricted Stock Units, the information contained herein may not be applicable to Participant.

ALLIANCE MMA, INC.
2016 EQUITY INCENTIVE PLAN
STOCK OPTION AGREEMENT

NOTICE OF STOCK OPTION GRANT

Unless otherwise defined herein, the terms defined in the Alliance MMA, Inc. 2016 Equity Incentive Plan (the "Plan") will have the same defined meanings in this Stock Option Agreement including the Notice of Stock Option Grant (the "Notice of Grant"), the Terms and Conditions of Stock Option Grant, and the appendices and exhibits attached thereto (all together, the "Award Agreement").

Name ("Participant"):	**«Name»**
Address:	**«Address»** **«CityStateZip»**

The undersigned Participant has been granted an Option to purchase Common Stock of Alliance MMA, Inc. (the "Company"), subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Date of Grant	«GrantDate»
Vesting Commencement Date	«VCD»
Number of Shares Granted	«Shares»
Exercise Price per Share	$«Purchase_Price»
Total Exercise Price	$«Purchase_Price»
Type of Option	____ Incentive Stock Option
	____ Nonstatutory Stock Option
Term/Expiration Date	«GrantDate»

Vesting Schedule:
Subject to accelerated vesting as set forth below or in the Plan, this Option will be exercisable, in whole or in part, in accordance with the following schedule:

[Insert Vesting Schedule, e.g.: Twenty-five percent (25%) of the Shares subject to the Option shall vest on the one (1) year anniversary of the Vesting Commencement Date, and one forty-eighth (1/48th) of the Shares subject to the Option shall vest each month thereafter on the same day of the month as the Vesting Commencement Date (and if there is no corresponding day, on the last day of the month), subject to Participant continuing to be a Service Provider through each such date.]

Termination Period:

This Option will be exercisable for three (3) months after Participant ceases to be a Service Provider, unless such termination is due to Participant's death or Disability, in which case this Option will be exercisable for twelve (12) months after Participant ceases to be a Service Provider. Notwithstanding the foregoing sentence, in no event may this Option be exercised after the Term/Expiration Date as provided above and may be subject to earlier termination as provided in Section 14 of the Plan.

Participant acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award Agreement subject to all of the terms and provisions thereof. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and fully understands all provisions of this Award Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Award Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated below.

PARTICIPANT

Signature

«Name»

Print Name

Address:

«Address»

«CityStateZip»

ALLIANCE MMA, INC.

By

Print Name

Title

ALLIANCE MMA, INC.
2016 EQUITY INCENTIVE PLAN
STOCK OPTION AGREEMENT

TERMS AND CONDITIONS OF STOCK OPTION GRANT

1. Grant of Option. The Company hereby grants to the individual (the "Participant") named in the Notice of Stock Option Grant of this Award Agreement (the "Notice of Grant") an option (the "Option") to purchase the number of Shares, as set forth in the Notice of Grant, at the exercise price per Share set forth in the Notice of Grant (the "Exercise Price"), subject to all of the terms and conditions in this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 19(c) of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Award Agreement, the terms and conditions of the Plan will prevail.

(a) For U.S. taxpayers, the Option will be designated as either an Incentive Stock Option ("ISO") or a Nonstatutory Stock Option ("NSO"). If designated in the Notice of Grant as an ISO, this Option is intended to qualify as an ISO under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). However, if this Option is intended to be an Incentive Stock Option, to the extent that it exceeds the $100,000 rule of Code Section 422(d) it will be treated as an NSO. Further, if for any reason this Option (or portion thereof) will not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a NSO granted under the Plan. In no event will the Administrator, the Company or any Parent or Subsidiary or any of their respective employees or directors have any liability to Participant (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

(b) For non-U.S. taxpayers, the Option will be designated as an NSO.

2. Vesting Schedule. Except as provided in Section 3, the Option awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Shares scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in Participant in accordance with any of the provisions of this Award Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

3. Administrator Discretion. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Option at any time, subject to the terms of the Plan. If so accelerated, such Option will be considered as having vested as of the date specified by the Administrator.

4. Exercise of Option.

(a) Right to Exercise. This Option may be exercised only within the term set out in the Notice of Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Award Agreement.

(b) Method of Exercise. This Option is exercisable by delivery of an exercise notice (the "Exercise Notice") in the form attached as Exhibit A or in a manner and pursuant to such procedures as the Administrator may determine, which will state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice will be completed by Participant and delivered to the Company. The Exercise Notice will be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares together and of any Tax Obligations (as defined in Section 6(a)). This Option will be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price.

5. Method of Payment. Payment of the aggregate Exercise Price will be by any of the following, or a combination thereof, at the election of Participant:

(a) cash;

(b) check;

(c) consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the Plan; or

(d) if Participant is a U.S. employee, surrender of other Shares which have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares, provided that accepting such Shares, in the sole discretion of the Administrator, will not result in any adverse accounting consequences to the Company.

6. Tax Obligations.

(a) Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for any tax and/or social insurance liability obligations and requirements in connection with the Option, including, without limitation, (a) all federal, state, and local taxes (including the Participant's Federal Insurance Contributions Act (FICA) obligation) that are required to be withheld by the Company or the Employer or other payment of tax-related items related to Participant's participation in the Plan and legally applicable to Participant, (b) the Participant's and, to the extent required by the Company (or Employer), the Company's (or Employer's) fringe benefit tax liability, if any, associated with the grant, vesting, or exercise of the Option or sale of Shares, and (c) any other Company (or Employer) taxes the responsibility for which the Participant has, or has agreed to bear, with respect to the Option (or exercise thereof or issuance of Shares thereunder) (collectively, the "Tax Obligations"), is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends or other distributions, and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. Further, if Participant is subject to Tax Obligations in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction. If Participant fails to make satisfactory arrangements for the payment of any required Tax Obligations hereunder at the time of the applicable taxable event, Participant acknowledges and agrees that the Company may refuse to issue or deliver the Shares.

(b) Tax Withholding. When the Option is exercised, Participant generally will recognize immediate U.S. taxable income if Participant is a U.S. taxpayer. If Participant is a non-U.S. taxpayer, Participant will be subject to applicable taxes in his or her jurisdiction. Pursuant to such procedures as the Administrator may specify from time to time, the Company and/or Employer shall withhold the minimum amount required to be withheld for the payment of Tax Obligations. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit Participant to satisfy such Tax Obligations, in whole or in part (without limitation), if permissible by applicable local law, by (a) paying cash, (b) electing to have the Company withhold otherwise deliverable Shares having a Fair Market Value equal to the amount of such Tax Obligations, (c) withholding the amount of such Tax Obligations from Participant's wages or other cash compensation paid to Participant by the company and/or the Employer, (d) delivering to the Company already vested and owned Shares having a Fair Market Value equal to such Tax Obligations, or (e) selling a sufficient number of such Shares otherwise deliverable to Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount of the Tax Obligations. To the extent determined appropriate by the Company in its discretion, it will have the right (but not the obligation) to satisfy any Tax Obligations by reducing the number of Shares otherwise deliverable to Participant. Further, if Participant is subject to tax in more than one jurisdiction between the Date of Grant and a date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges and agrees that the Company and/or the Employer (and/or former employer, as applicable) may be required to withhold or account for tax in more than one jurisdiction. If Participant fails to make satisfactory arrangements for the payment of any required Tax Obligations hereunder at the time of the Option exercise, Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver the Shares if such amounts are not delivered at the time of exercise.

(c) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Date of Grant, or (ii) the date one (1) year after the date of exercise, Participant will immediately notify the Company in writing of such disposition. Participant agrees that Participant may be subject to income tax withholding by the Company on the compensation income recognized by Participant.

(d) Code Section 409A. Under Code Section 409A, an option that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004) that was granted with a per share exercise price that is determined by the Internal Revenue Service (the "IRS") to be less than the fair market value of a share on the date of grant (a "Discount Option") may be considered "deferred compensation." A Discount Option may result in (i) income recognition by Participant prior to the exercise of the option, (ii) an additional twenty percent (20%) federal income tax, and (iii) potential penalty and interest charges. The Discount Option may also result in additional state income, penalty and interest charges to Participant. Participant acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share Exercise Price of this Option equals or exceeds the Fair Market Value of a Share on the Date of Grant in a later examination. Participant agrees that if the IRS determines that the Option was granted with a per Share Exercise Price that was less than the Fair Market Value of a Share on the Date of Grant, Participant will be solely responsible for Participant's costs related to such a determination.

7. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). After such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

8. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE EMPLOYER) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE EMPLOYER) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

9. Nature of Grant. In accepting the Option, Participant acknowledges, understands and agrees that:

(a) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;

(b) all decisions with respect to future option or other grants, if any, will be at the sole discretion of the Company;

(c) Participant is voluntarily participating in the Plan;

(d) the Option and any Shares acquired under the Plan are not intended to replace any pension rights or compensation;

(e) the Option and Shares acquired under the Plan and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(f) the future value of the Shares underlying the Option is unknown, indeterminable, and cannot be predicted with certainty;

(g) if the underlying Shares do not increase in value, the Option will have no value;

(h) if Participant exercises the Option and acquires Shares, the value of such Shares may increase or decrease in value, even below the Exercise Price;

(i) for purposes of the Option, Participant's engagement as a Service Provider will be considered terminated as of the date Participant is no longer actively providing services to the Company or any Parent or Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Award Agreement (including by reference in the Notice of Grant to other arrangements or contracts) or determined by the Administrator, (i) Participant's right to vest in the Option under the Plan, if any, will terminate as of such date and will not be extended by any notice period (*e.g.*, Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is a Service Provider or Participant's employment or service agreement, if any, unless Participant is providing bona fide services during such time); and (ii) the period (if any) during which Participant may exercise the Option after such termination of Participant's engagement as a Service Provider will commence on the date Participant ceases to actively provide services and will not be extended by any notice period mandated under employment laws in the jurisdiction where Participant is employed or terms of Participant's engagement agreement, if any; the Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of his or her Option grant (including whether Participant may still be considered to be providing services while on a leave of absence);

(j) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Award Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

(k) the following provisions apply only if Participant is providing services outside the United States:

(i) the Option and the Shares subject to the Option are not part of normal or expected compensation or salary for any purpose;

(ii) Participant acknowledges and agrees that none of the Company, the Employer, or any Parent or Subsidiary shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise; and

(iii) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from the termination of Participant's engagement as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and in consideration of the grant of the Option to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company, any Parent, any Subsidiary or the Employer, waives his or her ability, if any, to bring any such claim, and releases the Company, any Parent or Subsidiary and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

10. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

11. **Data Privacy**. ***Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Award Agreement and any other Option grant materials by and among, as applicable, the Employer, the Company and any Parent or Subsidiary for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.***

Participant understands that the Company and the Employer may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Options or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.

Participant understands that Data will be transferred to a stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country of operation (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing Participant's participation in the Plan. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her engagement as a Service Provider and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing Participant's consent is that the Company would not be able to grant Participant Options or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

12. Address for Notices. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company at Alliance MMA, Inc., 590 Madison Avenue, 21st Floor, New York, New York 10022, or at such other address as the Company may hereafter designate in writing.

13. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant.

14. Successors and Assigns. The Company may assign any of its rights under this Award Agreement to single or multiple assignees, and this Award Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Award Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns. The rights and obligations of Participant under this Award Agreement may only be assigned with the prior written consent of the Company.

15. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any state, federal or foreign law, the tax code and related regulations or under the rulings or regulations of the United States Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the United States Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the purchase by, or issuance of Shares, to Participant (or his or her estate) hereunder, such purchase or issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. Subject to the terms of the Award Agreement and the Plan, the Company shall not be required to issue any certificate or certificates for Shares hereunder prior to the lapse of such reasonable period of time following the date of exercise of the Option as the Administrator may establish from time to time for reasons of administrative convenience.

16. Language. If Participant has received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

17. Interpretation. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares subject to the Option have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. Neither the Administrator nor any person acting on behalf of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

18. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to Options awarded under the Plan or future options that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

19. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

20. Agreement Severable. In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

21. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received an Option under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

22. Governing Law and Venue. This Award Agreement will be governed by the laws of New York, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Option or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of New York**,** and agree that such litigation will be conducted in the courts of New York, New York, or the federal courts for the United States for the Southern District of New York, and no other courts, where this Option is made and/or to be performed.

23. Country Addendum. Notwithstanding any provisions in this Award Agreement, this Option shall be subject to any special terms and conditions set forth in any appendix to this Award Agreement for Participant's country (the "Country Addendum"). Moreover, if Participant relocates to one of the countries included in the Country Addendum, the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Country Addendum constitutes part of this Award Agreement.

24. Modifications to the Agreement. This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Code Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection with the Option.

25. No Waiver. Either party's failure to enforce any provision or provisions of this Award Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Award Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

26. Tax Consequences. Participant has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Award Agreement. With respect to such matters, Participant relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) shall be responsible for Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Award Agreement.

ALLIANCE MMA, INC.
2016 EQUITY INCENTIVE PLAN
STOCK OPTION AGREEMENT
COUNTRY ADDENDUM

TERMS AND CONDITIONS

This Country Addendum includes additional terms and conditions that govern the Option granted to Participant under the Plan if Participant works in one of the countries listed below. If Participant is a citizen or resident of a country (or is considered as such for local law purposes) other than the one in which he or she is currently working or if Participant relocates to another country after receiving the Option, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to Participant.

Certain capitalized terms used but not defined in this Country Addendum shall have the meanings set forth in the Plan, the and/or the Award Agreement to which this Country Addendum is attached.

NOTIFICATIONS

This Country Addendum also includes notifications relating to exchange control and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the countries listed in this Country Addendum, as of [DATE]. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the notifications herein as the only source of information relating to the consequences of his or her participation in the Plan because the information may be outdated when Participant exercises the Option or sells Shares acquired under the Plan.

In addition, the notifications are general in nature and may not apply to Participant's particular situation, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in Participant's country may apply to Participant's situation.

Finally, if Participant is a citizen or resident of a country other than the one in which Participant is currently working (or is considered as such for local law purposes) or if Participant moves to another country after the Option is granted, the information contained herein may not be applicable to Participant.

EXHIBIT A

ALLIANCE MMA, INC.
2016 EQUITY INCENTIVE PLAN
EXERCISE NOTICE
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Stock Administration

1. Exercise of Option. Effective as of today, _____, ____, the undersigned ("Purchaser") hereby elects to purchase _____ shares (the "Shares") of the Common Stock of Alliance MMA, Inc. (the "Company") under and pursuant to the 2016 Equity Incentive Plan (the "Plan") and the Stock Option Agreement, dated _____ and including the Notice of Grant, the Terms and Conditions of Stock Option Grant, and appendices and exhibits attached thereto (the "Award Agreement"). The purchase price for the Shares will be $_____, as required by the Award Agreement.

2. Delivery of Payment. Purchaser herewith delivers to the Company the full purchase price of the Shares and any Tax Obligations (as defined in Section 6(a) of the Award Agreement) to be paid in connection with the exercise of the Option.

3. Representations of Purchaser. Purchaser acknowledges that Purchaser has received, read and understood the Plan and the Award Agreement and agrees to abide by and be bound by their terms and conditions.

4. Rights as Stockholder. Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the Shares, no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to the Option, notwithstanding the exercise of the Option. The Shares so acquired will be issued to Purchaser as soon as practicable after exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date of issuance, except as provided in Section 14 of the Plan.

5. Tax Consultation. Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted with any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Company for any tax advice.

6. Entire Agreement; Governing Law. The Plan and Award Agreement are incorporated herein by reference. This Exercise Notice, the Plan and the Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Purchaser with respect to the subject matter hereof, and may not be modified adversely to the Purchaser's interest except by means of a writing signed by the Company and Purchaser. This agreement is governed by the internal substantive laws, and choice of law rules, of New York.

Submitted by:	Accepted by:
PURCHASER	ALLIANCE MMA, INC.
_____	_____
Signature	By
_____	_____
Print Name	Its
Address:	
_____	
	_____
	Date Received

Exhibit 10.2

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date"), is entered into by and among CAGETIX LLC, a Nebraska limited liability company ("Seller"), Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller operates a mixed martial arts online ticketing business (the "Business"); and

WHEREAS, the Buyer desires to purchase the assets of Seller and approximately six other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the " Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act");

WHEREAS, the Selling Member owns all of the issued and outstanding equity interests of Seller; and

WHEREAS, the Selling Member and the Seller wish to provide for the sale of substantially all of the assets and property rights now owned and held by the Seller that are used or usable in the Business to the Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Accounts Receivable" has the meaning set forth in Section 2.1(b).

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit A.

"Assumed Contracts" has the meaning set forth in Section 2.1(d).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bill of Sale, Conveyance and Assignment" means the Bill of Sale, Conveyance and Assignment in substantially the form attached hereto as Exhibit B.

"Business" has the meaning set forth in the Recitals.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"Buyer" has the meaning set forth in the preamble hereto.

"Claim" has the meaning set forth in Section 10.4.

"Claim Notice" has the meaning set forth in Section 10.4.

"Claimed Amount" has the meaning set forth in Section 10.4.

"Closing" means the closing of the purchase and sale of the Purchased Assets contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Code" has the meaning set forth in Section 3.4.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock of Buyer $0.001 par value per share.

"Confidential Information" has the meaning set forth in Section 12.3.

"Employee Plan" has the meaning set forth In Section 5.16.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Equipment" has the meaning set forth in Section 2.1(c).

"Excluded Assets" has the meaning set forth in Section 2.2.

"Executive Employment Agreement" means the Executive Employment Agreement entered into by and between Buyer and the Selling Member in substantially the form attached hereto as Exhibit C.

"Final Purchase Price Allocation" has the meaning set forth in Section 3.4.

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Gross Profit" has the meaning set forth in Section 3.2.

"Indemnified Person" has the meaning set forth in Section 10.3(a).

"Indemnifying Person" has the meaning set forth in Section 10.3(a).

"Intellectual Property Rights" means all intellectual property and other proprietary rights, protected or protectable, under the laws of the United States or any political subdivision thereof, including, without limitation (i) copyrights; (ii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iii) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; (iv) trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers together with all goodwill associated therewith; and (v) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iv) above.

"Intellectual Property Transfer Agreement" means the Intellectual Property Transfer Agreement in substantially the form attached hereto as Exhibit D.

"Inventory" has the meaning set forth in Section 2.1(h).

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"IPO Price" means the price to the public reflected in the prospectus of the Buyer relating to the IPO that is first filed by the Buyer with the Commission pursuant to Rule 424(b) promulgated under the Securities Act.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Liability" has the meaning set forth in Section 2.3.

"Lock-Up Agreement" means that certain Lock-Up Agreement entered into by and among Selling Member, the Buyer and the underwriters participating in the IPO in substantially the form executed by each Person serving as an officer, director or 1% shareholder of Buyer or being issued shares of Common Stock in connection with the Target Company Transactions restricting the sale, transfer (other than for estate planning purposes), or other disposition of Common Stock held by such Person for a period of 180 days from the Closing Date.

"Losses" has the meaning set forth in Section 10.4.

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means that certain Non-Competition and Non-Solicitation Agreement in substantially the form attached hereto as Exhibit E.

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Assignment and Assumption Agreement, the Bill of Sale, Conveyance and Assignment, the Intellectual Property Transfer Agreement, the Non-Competition and Non-Solicitation Agreement, and the Executive Employment Agreement.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to Seller in connection with the Business.

"Permitted Encumbrances" means (i) Encumbrances set forth on Schedule 2.1, (ii) the Assumed Liabilities and any Encumbrances securing the same, (iii) any Encumbrance in favor of a Person claiming by or through Buyer, (iv) any Encumbrance which will be released at Closing, and (v) the lien for ad valorem taxes not yet due or payable.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Third Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Transferred Intellectual Property" has the meaning set forth in Section 2.1(k).

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. Generally Accepted Accounting Principles.

"1060 Forms" has the meaning set forth in Section 3.4.

ARTICLE 2
PURCHASE AND SALE

2.1 Agreements to Purchase and Sell. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances (except the Permitted Encumbrances), all of Seller's right, title and interest in and to all of the properties, assets, and other rights of every kind and nature, whether tangible or intangible, real or personal, owned, leased, licensed or otherwise held by Seller as of the Closing, in each case to the extent primarily relating to or used in the Business regardless of where such assets are located (collectively, the "Purchased Assets"), including but not limited to the following:

(a) all cash;

(b) all accounts receivable, notes and notes receivable and other receivables (whether or not billed) relating to the Business (collectively, the "Accounts Receivable");

(c) all furniture, fixtures, and other equipment and other tangible personal property (excluding Inventory) of the Business (collectively, the "Equipment"), including such Equipment identified on Schedule 2.1(c), and all transferrable warranties and guarantees, if any, express or implied, existing for the benefit of Seller in connection with the Equipment;

(d) all contracts and agreements of Seller including, without limitation, leases, licenses, sponsorship agreements, agreements with fighters and managers, employment agreements, non-competition and non-solicitation agreements, agreements with event venues, open quotations and bids from or to Seller's suppliers, customers or potential customers, and other agreements, whether oral or written, relating to or used in the Business, including those identified on Schedule 2.1(d) (collectively, the "Assumed Contracts");

(e) all rights under the all leases and subleases of real property relating to or used in the Business and listed on Schedule 2.1(e) ("Real Estate Leases");

(f) all deposits, prepayments and prepaid expenses or other similar current assets used in the Business;

(g) all transferable approvals, authorizations, certifications, consents, variances, permissions, licenses and Permits to or from, or filings, notices or recordings to or with, any Governmental Authority used in the Business;

(h) all inventory, including all raw materials, work-in-process, finished goods, packaging materials, office supplies, maintenance supplies, spare parts and similar items used or intended for use in connection with the Business ("Inventory");

(i) all leasehold improvements constructed by Seller or provided by landlords for Seller, subject to the rights and obligations under the Real Estate Leases;

(j) all sales and marketing information, including all customer records and sales history with respect to customers (including invoices), sales and marketing records, price lists, documents, correspondence, studies, reports, and all other books, ledgers, files, and records of every kind, tangible data, customer lists (including appropriate contact information), vendor and supplier lists, service provider lists, promotional literature and advertising materials, catalogs, data books and records, of the Seller, relating to the Business;

(k) all Intellectual Property Rights related to the Business, including the goodwill of the business related thereto (collectively, the "Transferred Intellectual Property");

(l) all records, reports and information files of Seller relating to the Business (including business development and development history files);

(m) all claims, warranties, guarantees, refunds, causes of action, defenses, counterclaims, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (including rights to insurance proceeds) related to the Business, received after the Closing Date with respect to damage, non-conformance of or loss to the Purchased Assets, except for any of the foregoing to the extent they arise under the Excluded Assets;

(n) to the extent transferable, all telephone and facsimile numbers and Internet domain addresses, in each case related to the Purchased Assets, including, without limitation, those described on Schedule 2.1 (n);

(o) all other assets used in connection with the Business and not retained by Seller pursuant to Section 2.2.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer or assign, and Buyer shall not purchase or otherwise acquire, the following assets of Seller (such assets being collectively referred to hereinafter as the "Excluded Assets"):

(a) all rights of Seller arising under this Agreement, the Other Agreements or from the consummation of the transactions contemplated hereby or thereby;

(b) all corporate minute books, stock records and Tax returns (including all work papers relating to such Tax returns) of Seller and such other similar corporate books and records of Seller as may exist on the Closing Date;

(c) all claims and rights to refunds of Taxes paid by or on behalf of Seller;

(d) all assets of any employee benefit plan, arrangement, or program maintained or contributed to by Seller;

(e) all licenses and approvals of any Governmental Authority related to the Business that are personal to Seller and non-transferrable;

(f) all employee, personnel and other records that Seller is required by Law to retain in its possession;

(g) all capital stock held in treasury;

(h) notes receivable from employees or shareholders of Seller; and

(i) the items set forth on Schedule 2.2.

2.3 Liabilities of Seller; Assumed Liabilities. Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of Seller of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Purchased Assets, the Business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, Taxes, warranty or personal injury claims accrued prior to the Closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of Seller. Notwithstanding the foregoing, on the Closing Date, Buyer shall assume and agrees to timely pay, perform and discharge the following Liabilities of Seller (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the Closing Date under the Assumed Contracts, other than any Liability arising out of or relating to a breach of any Assigned Contract that occurred prior to the Closing Date; and

(b) all Liabilities or other claims related to the Business, that arise from acts performed by Buyer after the Closing Date or that arise from ownership and operation of the Purchased Assets and Business after the Closing Date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

2.4 Procedures for Purchased Assets not Transferable. If any property or other rights included in the Purchased Assets are not assignable or transferable either by virtue of the provisions thereof or under applicable law without the consent of some third party or parties, Seller shall use its commercially reasonable efforts to obtain such consents after the execution of this Agreement, but prior to the Closing, and Buyer shall use its commercially reasonable efforts to assist in that endeavor. If any such consent cannot be obtained prior to the Closing and the Closing occurs, this Agreement, the Other Agreements and the related instruments of transfer shall not constitute an assignment or transfer of the Purchased Asset regarding which such consent was not obtained and Buyer shall not assume Seller's obligations with respect to such Purchased Asset, but Seller shall use its commercially reasonable efforts to obtain such consent as soon as reasonably possible after the Closing or otherwise obtain for Buyer the practical benefit of such property or rights and Buyer shall use its commercially reasonable efforts to assist in that endeavor. For purposes of this Section 2.4 only and not for the purposes of the rest of this Agreement, commercially reasonable efforts shall not include any requirement of either party to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party.

ARTICLE 3
PURCHASE PRICE

3 . 1 Purchase Price. The purchase price ("Purchase Price") for the Purchased Assets shall be $325,000, subject to the Earn Out adjustment pursuant to Section 3.2.

3.2 Adjustments to Purchase Price. To the extent the Gross Profit generated from the Purchased Assets exceeds $100,000 for the full calendar year following the Closing, the Purchase Price will be adjusted upward proportionately such that each additional dollar of Gross Profit in excess of $100,000 will increase the Purchase Price by seven (7) dollars (the "Earn Out"). The Earn Out will be computed by the Company and confirmed by its accountants in the quarter following the full calendar year following the Closing. The methodology (including allocations of corporate revenue and expenses to the Purchased Assets and the Business) for determining the Earn Out will be consistently applied by Buyer to each of the Target Companies. Buyer will apply an allocation of any corporate revenues that are generated in whole or in part by the Purchased Assets or the Business to the Purchased Assets and the Business, and such allocation shall be commercially reasonable and proportionate in relation to the other Target Companies. The Earn Out will be paid to the Seller in shares of Common Stock valued at the lesser of (i) the IPO Price and (ii) the trailing 20 day VWAP for the Common Stock on the Trading Market as reported by Bloomberg, L.P. as of the date Buyer reports its quarterly report on Form 10-Q for the quarter following the full calendar year following the Closing. As used in this Agreement and the Other Agreements, "Gross Profit" means total revenue minus the cost of revenue as determined by US GAAP, consistently applied. THE SELLER ACKNOWLEDGES THAT HIS SALARY WILL BE DEEMED AN EXPENSE OF THE BUSINESS AND SHALL BE INCLUDED IN COST OF REVENUE FOR PURPOSES OF DETERMINING THE EARN OUT.

3.3 Payment of Purchase Price. The Purchase Price shall be paid at the Closing by delivery:

(a) to Seller of $150,000 in cash; and

(b) to Seller of the number of shares of Common Stock (rounded to the nearest whole number) equal to $175,000 divided by the IPO Price.

3.4 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets and the Assumed Liabilities in accordance with Schedule 3.4 (the "Final Purchase Price Allocation"), which has been prepared in accordance with the rules under Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent the Purchase Price is adjusted under Section 3.2, the parties shall adjust the Final Purchase Price Allocation consistent with Schedule 3.4 and the rules under Section 1060 of the Code to reflect such adjustment to the Purchase Price. The parties recognize that the Purchase Price does not include Buyer's acquisition expenses and that Buyer will allocate such expenses appropriately. The parties agree to act in accordance with the computations and allocations contained in the Final Purchase Price Allocation in any relevant Tax returns or filings (including any forms or reports required to be filed pursuant to Section 1060 of the Code or any provisions of local, state and foreign law ("1060 Forms")), and to cooperate in the preparation of any 1060 Forms and to file such 1060 Forms in the manner required by applicable law. Neither Buyer nor Seller shall take any position (whether in audits, Tax returns, or otherwise) that is inconsistent with the Final Purchase Price Allocation unless required to do so by applicable law.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Purchased Assets and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Purchased Assets and Seller and Buyer shall execute and Seller shall deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Purchased Assets or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price, Assumption of Assumed Liabilities and Buyer's Closing Deliveries. In consideration for the transfer of the Purchased Assets and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller the Bill of Sale, Conveyance and Assignment and the Assignment and Assumption Agreement, whereby Buyer assumes the Assumed Liabilities, and each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

(c) Notification of transfer of Purchased Assets. At or before the Closing, Seller will notify all parties to the contracts specified on Schedule 5.7 hereto of the transfer of the Purchased Assets to Buyer and provide copies of such notices to Buyer.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE SELLING MEMBER

Seller and the Selling Member, jointly and severally, represent and warrant to Buyer as follows:

5.1 Organization. Seller is a corporation duly organized and validly existing in good standing under the laws of the State of Nebraska, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of its Business makes such qualification necessary, except as to jurisdictions where the failure to qualify would not reasonably be expected to have a material adverse effect on the Business of the Seller or the Purchased Assets, and has all requisite corporate power and authority to own, lease and operate the Purchased Assets and to carry on its Business, as now being conducted.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.7, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Purchased Assets under (i) any provision of its certificate of incorporation, by-laws or other organizational documentation of Seller, (ii) any material agreement or instrument to which Seller is a party or by which it or its properties are bound, (iii) any authorization, judgment, order, award, writ, injunction or decree of any Governmental Authority which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, or (iv) any applicable law, statute, ordinance, regulation or rule which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, and, will not result in the creation or imposition of any Encumbrance on any of the Purchased Assets. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5 . 3 Equipment and other Purchased Assets. Other than as set forth on Schedule 5.3, the Equipment and other Purchased Assets owned by, in the possession of, or used by Seller, in connection with the Business is in good condition and repair, ordinary wear and tear excepted, and is usable in the ordinary course of business.

5 . 4 Title. Other than as set forth on Schedule 5.4, the Purchased Assets are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances other than Permitted Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Purchased Assets, free and clear of all Encumbrances, except for the Permitted Encumbrances and Assumed Liabilities, and subject to obtaining any consents of Persons listed on Schedule 5.7.

5.5 Intellectual Property. Identified on Schedule 5.5 is a complete and accurate list of all Intellectual Property Rights used by Seller in the Business. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is owned free and clear of all Encumbrances or has been duly licensed for use by Seller and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, the Seller has not violated the terms of any license pursuant to which any part of the Transferred Intellectual Property has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.5, the Transferred Intellectual Property does not infringe on any Intellectual Property Rights of any third party. To the Seller's knowledge the Transferred Intellectual Property together with the rights granted under the Trademark License Agreement constitutes all of the Intellectual Property Rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5, the Transferred Intellectual Property will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5 . 6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of Seller threatened, (i) arising out of or relating to any aspect of the Business, or any part of the Purchased Assets, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving Seller, its shareholders, or the officers, directors or employees of Seller in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except as set forth on Schedule 5.7, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5 . 8 Brokers, Etc. No broker or investment banker acting on behalf of Seller or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Seller.

5 . 9 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Purchased Assets (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

5 . 1 0 Assumed Contracts. All current and complete copies of all Assumed Contracts (which shall be deemed to include all Fighter Contracts) have been delivered to or made available to the Buyer. Except as set forth on Schedule 5.10, the Assumed Contracts are all in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under such Assumed Contracts on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Assumed Contracts, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.10, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Assumed Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.11 Tax Matters. In each case except as would not reasonably be expected to have a material adverse effect on the Purchased Assets:

(a) No failure, if any, of the Seller to duly and timely pay all Taxes, including all installments on account of Taxes for the current year, that are due and payable by it will result in an Encumbrance on the Purchased Assets;

(b) There are no proceedings, investigations, audits or claims now pending or threatened against the Seller in respect of any Taxes, and there are no matters under discussion, audit or appeal with any governmental authority relating to Taxes, which will result in an Encumbrance on the Purchased Assets;

(c) The Seller has duly and timely withheld all Taxes and other amounts required by law to be withheld by it relating to the Purchased Assets (including Taxes and other amounts relating to the Purchased Assets required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any employees, officers or directors and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by law to be remitted by it; and

(d) The Seller has duly and timely collected all amounts on account of any sales or transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales Taxes with respect to the Purchased Assets, required by law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by law to be remitted by it.

5.12 Scope of Rights in Purchased Assets. Except as set forth on Schedule 5.12, the rights, properties, and assets included in the Purchased Assets include substantially all of the rights, properties, and assets, of every kind, nature and description, wherever located, that Seller believes are necessary to own, use or operate the Business.

5.13 Compliance with Laws. Seller is in compliance with all laws applicable to the Business, except where the failure to be in compliance would not have a material adverse effect on the Purchased Assets or the Business. Seller has not received any unresolved written notice of or been charged with the violation of any laws applicable to the Business except where such charge has been resolved. Except as set forth on Schedule 5.13, there are no pending or, to the knowledge of the Seller, threatened actions or proceedings by any Governmental Authority, which would prohibit or materially impede the Business.

5.14 Financial Statements. Seller has provided to Buyer for inclusion in the Registration Statement copies of the audited balance sheet of the Seller at December 31, 2013 and December 31, 2014 and the related statements of income and cash flows for the years then ended (collectively, the "Audited Financial Statements") together with the unaudited balance sheet of the Seller at September 30, 2015 and the related statements of income and cash flows for the nine months then ended (referred to as the "Most Recent Financial Statements". Except as set forth on Schedule 5.14, such Audited Financial Statements and Most Recent Financial Statements have been compiled in accordance with U.S. GAAP and fairly present, in all material respects, the net assets of the Business at December 31, 2014 and for the nine months ended September 30, 2015 and the operating profit or loss of the Business.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, reflected in the Most Recent Financial Statements or set forth on Schedule 5.15, since December 31, 2014, (i) the Business has been conducted in all material respects in the ordinary course of business and (ii) neither Seller nor the Selling Member have taken any of the following actions:

(a) sold, assigned or transferred any material portion of the Purchased Assets other than (i) in the ordinary course of business or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business or the Purchased Assets;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which Buyer will not be obligated following the Closing);

(d) except in the ordinary course of business, made any capital expenditures or commitments therefor with respect to the Business in an amount in excess of $50,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise), other than acquisitions that have not or will not become integrated into the Business;

(f) amended the terms of any existing Employee Plan, except for amendments required by Law;

(g) changed the Tax or accounting principles, methods or practices of the Business, except in each case to conform to changes required by Tax Law, in U.S. GAAP or applicable local generally accepted accounting principles;

(h) amended, cancelled (or received notice of future cancellation of) or terminated any Assumed Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by Seller to any Business Employee, or declared or paid, or committed to declare or pay, any bonus or other additional payment to and Business Employees, other than (A) payments for which Buyer shall not be liable after Closing, (B) customary compensation increases and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Assumed Contracts or Permits as and when due (except where contested in good faith or cured by Seller) under the terms of such Assumed Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business or the Purchased Assets, not covered by insurance;

(l) incurred any material claims relating to the Business or the Purchased Assets not covered by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, sold, assigned, transferred, pledged or otherwise placed an Encumbrance on any Purchased Asset, except in the ordinary course of business, as otherwise set forth herein or that will be released at Closing;

(n) transferred, granted, licensed, assigned, terminated or otherwise disposed of, modified, changed or cancelled any material rights or obligations with respect to any of the Transferred Intellectual Property, except in the ordinary course of business; or

(o) entered into any agreement or commitment to take any of the actions set forth in paragraphs (a) through (n) of this Section 5.15.

5.16 Employee Benefit Plans. Attached on Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of Seller (the "Employee Plans"). Each of the Employee Plans has been operated in accordance with its terms, does not discriminate (as that term is defined in the Code) and will, along with all other bonus plans, incentive or compensation arrangements provided by Seller to or for its employees, be terminated by Seller immediately following Closing. All payments due from Seller pursuant thereto have been paid.

5.17 Business Employees. Attached on Schedule 5.17 is a list of all employees of Seller (collectively, the "Business Employees"), their current salaries or compensation, a listing of commission arrangements, a list of commitments for future salary or compensation increases, and the last salary raise with dates and amounts. Schedule 5.17 lists all individuals with whom Seller has employment, consulting, representative, labor, non-compete or any other restrictive agreements. Except as set forth on Schedule 5.17, Seller has not entered into any severance or similar arrangement with respect of any Business Employee (or any former employee or consultant) that will result in any obligation (absolute or contingent) of Buyer or Seller to make any payment to any Business Employee (or any former employee or consultant) following termination of employment.

5.18 Labor Relations. Except as set forth on Schedule 5.18, Seller has complied in all material respects with all federal, state and local laws, rules and regulations relating to the employment of labor including those related to wages, hours and the payment of withholding and unemployment Taxes. Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrearage of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.19 Sponsors, Vendors and Suppliers. Attached on Schedule 5.19 is a complete and accurate list of (i) the five (5) largest sponsors of Seller in terms of revenue during the period from January 1, 2014 through June 30, 2015, showing the approximate total amount of sponsorship revenue by Seller from each such sponsor during such period; and (ii) the five (5) largest vendors and suppliers (whether of production services, event venues, equipment, fighter managers, etc.) to Seller in terms of purchases or payments made by Seller to such vendor or supplier during the period from January 1, 2014 through June 30, 2015, showing the approximate total purchases or payments by Seller from each such supplier during such period. Except as set forth on Schedule 5.19 and to Seller's knowledge, as of the date of this Agreement there has been no adverse change in the business relationship of Seller with any sponsor or supplier named on Schedule 5.19 that is material to the Business or the financial condition of Seller.

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither Seller nor the Selling Member have any direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding securities of corporations listed on a national securities exchange or registered under the Securities Exchange Act of 1934, as amended) in (i) any entity which does business with Seller or is competitive with the Business, or (ii) any property, asset or right which is used by Seller in the conduct of its Business.

5.21 Intentionally Omitted.

5.22 Inventories. All Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, has been purchased in the ordinary course of business, is free from material defects, consists of goods of the kind, quantity and quality regularly used and sold in the Business. The Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, is merchantable and fit for its intended purpose and Seller has not, is not contemplating, nor has any reason to believe that a recall of such items or any items previously sold by Seller is necessary or warranted.

5.23 Accounts Receivable. All of the Accounts Receivable are (and as of the Closing Date will be) bona fide receivables subject to no counterclaims or offsets and arose in the ordinary course of business. At the Closing and except for Permitted Encumbrances, no person or entity will have any lien on such Accounts Receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment will have been made with respect to any such Accounts Receivable.

5.24 Insurance. Seller maintains (i) insurance on all the Purchased Assets covering property damage by fire or other casualty which it is customary for Seller to insure, (ii) insurance protection against all liabilities, claims, and risks against which it is customary for Seller to insure, and (iii) insurance for worker's compensation and unemployment, products liability, and general public liability. All of such policies are consistent with past practices of Seller. Seller is not in default under any of such policies or binders. Such policies and binders are in full force and effect on the date hereof and shall be kept in full force and effect through the Closing Date.

5.25 Payment of Debts. Except for those liabilities assumed by Buyer pursuant to Section 2.3, Seller has made adequate provisions for payments of the amount due to its creditors and shall pay the same at Closing or pursuant to their existing terms on or before the Closing.

5.26 Accuracy of Statements. No representation or warranty by Seller or Selling Member in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Seller or Selling Member that materially adversely affects the business, financial condition or affairs of the Business, Seller or Selling Member. No representation made by a Selling Member to Buyer during the due diligence process leading up to the execution of this Agreement on in connection with the other Target Company Transactions contained an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

5 . 2 7 Representations and Warranties of Buyer. Neither Seller nor Selling Member are aware of, or have discovered through due diligence, any breaches by Buyer of its representations and warranties made in Article 6 of this Agreement, which they have not disclosed to Buyer.

5 . 2 8 Sufficiency of Assets. Other than as set forth on Schedule 5.28, the Purchased Assets constitute all of the assets necessary to conduct the Business as it is conducted as of the date of this Agreement. Other than as set forth on Schedule 5.28, all Permits and Assumed Contracts, including those identified on Schedule 2.1(d) will be available for use by the Buyer on materially identical terms (i) as of the Closing and (ii) for one year following the Closing.

5.29 The Selling Member.

(a) The Selling Member has ever (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such Selling Member, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such Selling Member's assets, (iv) admitted in writing such Selling Member's inability to pay his or her debts as they become due, or (v) taken or been the subject of any action that may have an adverse effect on his ability to comply with or perform any of his covenants or obligations under any of the Other Agreements or which would require disclosure in the Registration Statement.

(b) Selling Member is not subject to any Order or is bound by any agreement that may have an adverse effect on his ability to comply with or perform any of his or her covenants or obligations under any of the Other Agreements. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of Selling Member to comply with or perform any of his covenants or obligations under any of the Other Agreements. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.30 Investment Purposes.

(a) Seller and Selling Member (i) understand that the shares of Common Stock to be issued to Seller pursuant to this Agreement have not been registered for sale under any federal or state securities Laws and that such shares are being offered and sold to Seller pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agree that Seller is acquiring such shares for its own account for investment purposes only and without a view to any distribution thereof other than to the Selling Member as permitted by the Securities Act and subject to the Lock-Up Agreement, (iii) acknowledge that the representations and warranties set forth in this Section 5.30 are given with the intention that the Buyer rely on them for purposes of claiming such exemption from registration, and (iv) understand that they must bear the economic risk of the investment in such shares for an indefinite period of time as such shares cannot be sold unless subsequently registered under applicable federal and state securities Laws or unless an exemption from registration is available therefrom.

(b) Seller and Selling Member agree (i) that the shares of Common Stock to be issued to Seller pursuant to this Agreement will not be sold or otherwise transferred for value unless (x) a registration statement covering such shares has become effective under applicable state and federal securities laws, including, without limitation, the Securities Act, or (y) there is presented to the Buyer an opinion of counsel satisfactory to the Buyer that such registration is not required, (ii) that any transfer agent for the Common Stock may be instructed not to transfer any such shares unless it receives satisfactory evidence of compliance with the foregoing provisions, and (iii) that there will be endorsed upon any certificate evidencing such shares an appropriate legend calling attention to the foregoing restrictions on transferability of such shares.

(c) Seller and Selling Member is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act.

(d) Seller and Selling Member (i) are aware of the business, affairs and financial condition of the Buyer and the other Target Companies, and have acquired sufficient information about the Buyer and the other Target Companies, the IPO and the Target Company Transactions to reach an informed and knowledgeable decision to acquire the shares of Common Stock to be issued to Seller pursuant to this Agreement, (ii) have discussed the Buyer's plans, operations and financial condition with the Buyer's officers, (iii) have received all such information as they have deemed necessary and appropriate to enable them to evaluate the financial risk inherent in making an investment in the shares of Common Stock to be issued pursuant to this Agreement, (iv) have sufficient knowledge and experience in financial and business matters and in the business of conducting mixed martial arts promotions so as to be capable of evaluating the merits and risks of their investment in Common Stock, and (v) are capable of bearing the economic risks of such investment.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and the Selling Member as follows:

6 . 1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6 . 2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Buyer to consummate the transactions contemplated hereby.

6 . 4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Buyer; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Buyer is a party which breach or default would have a material adverse effect on the business or financial condition of Buyer or their ability to consummate the transactions contemplated hereby; or (iii) a violation by Buyer of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Buyer or its ability to consummate the transactions contemplated hereby.

6 . 5 Brokers, Etc. No broker or investment banker acting on behalf of Buyer or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Buyer. All underwriting discounts and fees incident to the IPO will be paid by Buyer.

6.6 Accuracy of Statements. No representation or warranty by Buyer in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Buyer that materially adversely affects the business, financial condition or affairs of the Buyer.

6 . 7 Representations and Warranties of Seller and the Selling Member . Buyer is not aware of, nor has discovered through due diligence, any breaches by Seller or Selling Member of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to Seller and the Selling Member.

6 . 8 Capitalization. The authorized capital stock of the Buyer consists of (i) 45,000,000 shares of Common Stock, of which on the date hereof 5,289,136 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share, of which on the date hereof and on the Closing Date no shares are issued and outstanding. Other than shares of Common Stock sold in the IPO or issued in connection with the Target Company Transactions, and set forth in the Registration Statement no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of the Company is authorized or outstanding. The Company does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of the Company. The Company does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Company. At the Closing, the shares of Common Stock to be issued to Seller as consideration for the Purchase Price will be duly authorized, validly issued, fully paid and non-assessable.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Selling Member, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7 . 1 Compensation. Except in the ordinary course of business or as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by Seller, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

7 . 2 Encumbrance of Assets . Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the Purchased Assets or other assets of Seller, exclusive of liens arising as a matter of law in the ordinary course of business as to which there is no known default;

7.3 Incur Liabilities. Not take any action which would cause Seller to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business or which will be paid at Closing;

7 . 4 Disposition of Assets. Not sell or transfer any of the Purchased Assets or any other tangible or intangible assets of Seller or cancel any debts or claims, except in each case in the ordinary course of business;

7 . 5 Executory Agreements. Except for modifications in connection with extensions of existing agreements in the ordinary course of business, not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the executory agreements of Seller including, without limitation, any Fighter Contracts, agreements with vendors, televisions or media partners, event sponsors or event venue providers except as otherwise approved by Buyer in writing, which consent will not be unreasonably withheld or delayed;

7 . 6 Material Transactions. Not enter into any transaction material in nature or amount without the prior written consent of Buyer, except for transactions in the ordinary course of business;

7 . 7 Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements;

7 . 8 Preservation of Business. Use its best efforts to preserve the Purchased Assets, keep in faithful service the present officers and key employees of Seller (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with Seller;

7 . 9 Investigation. Allow, during normal business hours, Buyer's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to Seller in the possession of Seller, its officers, directors, employees, auditors or counsel, in order that Buyer may have full opportunity to make such investigation as it may desire of the properties and Business of Seller;

7.10 Compliance with Laws. Comply in all material respects with all Laws applicable to Seller or to the conduct of its Business;

7.11 Notification of Material Changes. Provide Buyer's representatives with prompt written notice of any material and adverse change in the condition (financial or other) of Seller's assets, liabilities, earnings, prospects or business which has not been disclosed to Buyer in this Agreement; and

7 . 1 2 Cooperation. Cooperate fully, completely and promptly with Buyer in connection with (i) securing any approval, consent, authorization or clearance required hereunder, or (ii) satisfying any condition precedent to the Closing without additional cost and expense to Seller unless such action is otherwise the obligation of Seller.

7 . 1 3 Accounting Matters and Registration Statement. Cooperate fully, completely and promptly with Buyer, its counsel, and all auditors in connection with the Registration Statement, including using best efforts to provide Buyer at Seller's expense with all Seller financial statements required by Regulation S-X promulgated under the Securities Act for inclusion in the Registration Statement.

Nothing in this Agreement shall prohibit Seller from paying dividends and other distributions to the Selling Member.

ARTICLE 8
CONDITIONS TO CLOSING

8 . 1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True. The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit H attached hereto, executed by the Chief Executive Officer of Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price and assumed the Assumed Liabilities as provided in Section 4.2(b).

(d) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller and the Selling Member hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True. The representations and warranties of Seller and the Selling Member contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller and the Selling Member contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Purchased Assets or the Business taken as a whole, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit I attached hereto, executed by the Chief Executive Officer of Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Other Agreements. Seller and the Selling Member shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Material Adverse Change. There shall not have been a material adverse change in the Seller's business, financial condition, prospects, assets or operations relating to the Purchased Assets or the Business, taken as a whole, except to the extent such material adverse change arises from or relates to: (i) any change in economic, business or financial market conditions in the United States or regions in which the Business operates, (ii) changes in any Laws or in accounting rules or standards; (iii) any natural disaster, act of terrorism or war, or the outbreak of hostilities, or any other international or domestic calamity or crisis; (iv) any action taken or not taken with the prior written consent of the Purchaser or required or expressly permitted by the terms of this Agreement; (v) the pendency of this Agreement and the transactions contemplated hereby or (vi) any existing event, circumstance, change or effect with respect to which the Buyer has knowledge as of the date of this Agreement.

(f) Non-Competition and Non-Solicitation Agreements. The Selling Member shall have entered into a Non-Competition and Non-Solicitation Agreement with the Buyer in substantially the form attached hereto as Exhibit F.

(g) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

(h) IPO. Buyer shall have completed the IPO.

(i) Available Cash at Closing. The amount of cash acquired at Closing pursuant to Section 2.1(a) shall be at a minimum sufficient to conduct the Seller's next scheduled event consistent with past practice and utilizing solely the Purchased Assets.

(j) Satisfaction of Encumbrances. Seller shall deliver a payoff letter or similar documentation, in form reasonably acceptable to Buyer, terminating any Encumbrance on any of the Purchased Assets, together with executed UCC-2 or UCC-3 termination statements (or any other applicable termination statement) executed by each Person holding Encumbrances on any Purchased Asset.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Purchased Assets for all periods prior to Closing and shall preserve all such information, records and documents until the later of: (a) six (6) years after the Closing; (b) the expiration of all statutes of limitations for Taxes for periods prior to the Closing, or extensions thereof applicable to Seller and its shareholders for Tax information, records or documents; or (c) the required retention period for all government contract information, records or documents. Prior to destroying any records related to Seller for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Tax Matters.

(a) Bifurcation of Taxes. Seller and its Affiliates shall be solely liable for all Taxes imposed upon Seller attributable to the Purchased Assets for all taxable periods ending on or before the Closing Date. Buyer and its Affiliates shall be solely liable for any Taxes imposed upon Buyer attributable to the Purchased Assets for any taxable year or taxable period commencing after the Closing Date.

(b) Transfer Taxes. Buyer and Seller shall each pay one-half of any and all sales, use, transfer and documentary Taxes and recording and filing fees applicable to the transfer of the Purchased Assets.

(c) Cooperation and Records. After the Closing Date, Buyer and Seller shall cooperate in the filing of any Tax returns or other Tax-related forms or reports, to the extent any such filing requires providing each other with necessary relevant records and documents relating to the Purchased Assets. Seller and Buyer shall cooperate in the same manner in defending or resolving any Tax audit, examination or Tax-related litigation. Buyer and Seller shall cooperate in the same manner to minimize any transfer, sales and use Taxes. Nothing in this Section shall give Buyer or Seller any right to review the other's Tax returns or Tax related forms or reports.

(d) Bulk Sales Laws. Seller and Buyer waive compliance with bulk sales laws for Tax purposes.

9.3 Post-Closing Delivery. Subject to the provisions of Section 4.2, Seller agrees to arrange for physical delivery to Buyer of the tangible Purchased Assets in Seller's possession. Buyer and Seller acknowledge that title and risk of loss with respect to all Purchased Assets shall pass to Buyer at Closing. Seller agrees to use commercially reasonable efforts to preserve and maintain the tangible Purchased Assets in good working condition and to protect such Purchased Assets against damage, deterioration and other wasting. All Intellectual Property (in particular all MMA video content) comprising the Purchased Assets will be delivered to Buyer in electronic form consistent with common industry practice.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller and the Selling Member. Seller and Selling Member hereby jointly and severally agree to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) in respect of the following:

(a) Losses resulting in bodily injury, wrongful death, and/or property damages, including without limitation, actual, punitive, direct, indirect, or consequential damages and all attorney's fees and court costs recoverable by the injured party or parties arising out of litigation that is currently pending against Seller or arising from facts which occurred prior to Closing which, in the case of litigation, the defense of which is not being defended by Seller's insurance carrier or, if the same results in or has resulted in a verdict or damages to be paid, the same is not being paid by Seller's insurance company.

(b) Losses resulting from the breach of any representations, warranties, covenants or agreements made by Seller or Selling Member in this Agreement or the Other Agreements.

10.2 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend and hold Seller and the Selling Member harmless from and against any Losses in respect of the following:

(a) Losses resulting from any breach of any representations, warranties, covenants or agreements made by Buyer in this Agreement or the Other Agreements.

(b) Buyer's operation of the Business and ownership of the Purchased Assets after the Closing, including, without limitation, all sales and use Taxes, ad valorem Taxes, and products liability claims with respect to such post-Closing operations.

(c) The Assumed Liabilities, including all claims arising from the obligations assumed under the Assumed Contracts as set forth in Section 2.1(d).

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually and materially prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Indemnifying Party of such response, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17.

10.5 Losses.

(a) For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

(b) Any liability for indemnification under this Agreement shall be determined without duplication of recovery due to the facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) The Indemnified Person agrees to use all reasonable efforts to obtain recovery from any and all third parties who are obligated respecting a Loss (e.g. parties to indemnification agreements, insurance companies, etc.) ("Collateral Sources") respecting any Claim pursuant to which the Indemnified Person is entitled to indemnification hereunder. If the amount to be netted hereunder from any payment from a Collateral Source is determined after payment of any amount otherwise required to be paid to an Indemnified Person under this Article 10, the Indemnified Person shall repay to the Indemnifying Person, promptly after such receipt from Collateral Source, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 10 had such receipt from the Collateral Source occurred at the time of such payment.

(d) Each Indemnified Person shall (and shall cause its Affiliates to) use commercially reasonable efforts to mitigate any claim for Losses that an Indemnified Person asserts under this Article 10.

(e) The amount of any and all Losses (and other indemnification payments) under this Agreement shall be decreased by (A) any Tax benefits in excess of Tax detriments actually realized by the applicable Indemnified Person related to the Loss, including deductibility of any such Losses (or other items giving rise to such indemnification payment), and (B) the amount of any insurance proceeds or other amounts recoverable from Collateral Sources (netted against deductibles and other costs associated with making or pursuing any such claims, as applicable), received or to be received by the applicable Indemnified Person with respect to such Losses under any insurance policy maintained by the Indemnified Person or any other Person or from any other Collateral Source. The Indemnified Person will assign to the Indemnifying Person any rights or contribution or subrogation the Indemnified Person may have against or respecting any Collateral Source or other Persons related to such Loss which is indemnified by the Indemnifying Person hereunder.

10.6 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Neither Seller and the Selling Member nor Buyer shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller and the Selling Member shall not be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the Purchase Price.

10.7 Exclusive Remedies. Each of Buyer, Seller and the Selling Member acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement and the Other Agreements shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's or the Selling Member's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of Seller's or the Selling Member's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to August 31, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.4, 12.7, 12.9, 12.13, and 12.15 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties . Except with respect to (a) the covenants of Buyer, Seller and the Selling Member which are intended to survive the Closing, (b) Seller's and the Selling Member's representations provided for in Section 5.2(a), 5.4 and 5.8 which survive indefinitely, (c) Seller's and Selling Member's representations provided for in Sections 5.6, 5.11, 5.14, 5.16 and 5.22 which survive until the applicable statute of limitations expires with respect to claims arising under such Sections, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Risk of Loss. All risk of loss with respect to the Purchased Assets to be transferred hereunder shall remain with Seller until the transfer of the Purchased Assets and the Business on the Closing Date. Anything to the contrary in this Agreement notwithstanding, in the event there has been any material damage to or destruction of any of the Purchased Assets prior to the Closing Date and Buyer elects to consummate the transactions contemplated herein, at Closing, Seller shall assign to Buyer all of Seller's right to receive insurance proceeds toward the repair or replacement of such Purchased Assets, if any, and if no such insurance is in effect or the amount payable thereunder is insufficient to repair or replace any such Purchased Assets, the parties shall equitably adjust the Purchase Price; provided, however, if any such adjustment would result in a reduction in the Purchase Price of more than five percent (5%), Seller and the Selling Member's shall have the option to terminate this Agreement.

12.3 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller and the Purchased Assets, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by Seller to Buyer shall become the Confidential Information of Buyer, subject to the restrictions on use and disclosure by Seller imposed under this Section 12.3. Neither Seller, the Selling Member, nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.3; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax returns.

1 2 . 4 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, and subject to the obligations of Seller to deliver to Buyer the financial statements required by Section 7.13, all legal, accounting and regulatory fees and expenses incident to the IPO, including preparation and filing of the Registration Statement will be borne by Buyer. Buyer will also cover the reasonable and customary legal fees of one securities counsel designated by the majority the Target Companies being acquired on the Closing Date.

1 2 . 5 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.6 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.8 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

1 2 . 9 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

1 2 . 1 0 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.11 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

1 2 . 1 2 Further Documents. Each of Buyer, Seller and the Selling Member shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.13 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller or the Selling Member, to:

CAGETIX LLC
3902 Heartland Drive
Bellevue, NE 68123
Attention: Mr. Jay Schneider
Phone: (402) 210-6784
Email: victoryjay@cagetix.com

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.14 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.14 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.16 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if Jay Schneider is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.17 Submission to Jurisdiction. Each of Buyer, Seller and Selling Member (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.13. Nothing in this Section 12.17, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.18 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Asset Purchase Agreement Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

CAGETIX LLC

By: /s/ Jay Schneider
Name: Jay Schneider
Title: Managing Member

SELLING MEMBER:

/s/ Jay Schneider
Jay Schneider

BUYER:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Assignment and Assumption Agreement
Exhibit B:	Form of Bill of Sale, Conveyance and Assignment
Exhibit C:	Executive Employment Agreement
Exhibit D:	Form of Intellectual Property Transfer Agreement
Exhibit E	Form of Non-Competition and Non-Solicitation Agreement
Exhibit F	Form of Buyer Officer's Certificate
Exhibit G	Form of Seller Officer's Certificate

Schedules

Schedule 2.1	Permitted Encumbrances
Schedule 2.1(c)	Equipment
Schedule 2.1(d)	Assumed Contracts
Schedule 2.1(e)	Real Estate Leases
Schedule 2.1(n)	Additional Assets
Schedule 2.2	Excluded Assets
Schedule 3.4	Allocation of Purchase Price
Schedule 5.3	Equipment and other Purchased Assets
Schedule 5.4	Title
Schedule 5.5	Intellectual Property
Schedule 5.6	Litigation
Schedule 5.7	Required Consents
Schedule 5.10	Contract Exceptions
Schedule 5.12	Scope of Rights in Purchased Assets
Schedule 5.13	Compliance with Laws
Schedule 5.14	Financial Statements
Schedule 5.15	Certain Changes
Schedule 5.16	Employee Plans
Schedule 5.17	Business Employees
Schedule 5.18	Labor Relations
Schedule 5.19	Customers and Suppliers
Schedule 5.20	Conflicts
Schedule 6.3	Buyer Consents
Schedule 7.1	Compensation Covenant

Exhibit A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of _____ __, 2016 is entered into by and among CAGETIX LLC, a Nebraska limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, and Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement the parties hereto together with the Selling Member have agreed that at the Closing (which Closing is taking place as of the date hereof), Seller will transfer to Buyer and Buyer will accept and assume, only those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule 2.1(d) to the Asset Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

As of the date hereof, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts and assumes those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule A attached hereto. With the exception of the liabilities and obligations to be assumed by Buyer pursuant to the preceding sentence, Buyer shall not assume and shall in no event be liable for any other debts, liabilities or obligations of Seller, whether fixed or contingent, known or unknown, liquidated or unliquidated, secured or unsecured, or otherwise and regardless of when they arose or arise. In the event of any inconsistency between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[*Signature Page for Assignment and Assumption Agreement to follow*]

[*Signature Page for Assignment and Assumption Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

CAGETIX LLC

By: _____
Name: Jay Schneider
Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Exhibit B

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THIS BILL OF SALE, CONVEYANCE AND ASSIGNMENT (this "Instrument") dated as of _____ __, 2016 is entered into by and among CAGETIX LLC, a Nebraska limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, and Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member").

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

1. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, all of its right, title and interest in and to the Purchased Assets.

2. Notwithstanding anything to the contrary in this Instrument, the Asset Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Assets subject to this Instrument shall expressly exclude the Excluded Assets.

3. From time to time, as and when reasonably requested by Buyer, Seller shall execute and deliver all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Buyer may reasonably deem necessary or desirable to more effectively sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in the Purchased Assets subject to this Instrument.

4. This Instrument shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State.

5. To the extent that any provision of this Instrument is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. Nothing in this Instrument, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Asset Purchase Agreement.

6. This Instrument may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page to Bill of Sale, Conveyance and Assignment to Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

CAGETIX LLC

By: _____
Name: Jay Schneider
Title: Managing Member

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Exhibit C

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective _____ __, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and Jay Schneider, an individual and resident of the State of Nebraska (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among CAGETIX LLC, a Nebraska limited liability company ("Seller"), the Company, and the Executive. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Vice President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Business. The Executive will devote substantially all his business time and efforts to the Company and the Company's business and will not engage in other business activities without the Company's prior consent, whether or not such business activity is pursued for profit, gain or other pecuniary advantage. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on _____ __, 2016 (the "Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4. Salary; Bonus. (a) Executive will receive a salary during the Term of Sixty Five Thousand ($65,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the

Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement; or

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

9 . Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Cometition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

CAGETIX LLC
3902 Heartland Drive
Bellevue, NE 68123
Attention: Mr. Jay Schneider
Phone: (402) 210-6784
Email: victoryjay@cagetix.com

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

_____
Jay Schneider

Exhibit D

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among CAGETIX LLC, a Nebraska limited liability company ("Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Assignor, Assignee, and Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member").

WHEREAS, Assignor has good and marketable rights and title in and to the patent applications, issued patents, trademarks, trademark applications, copyrights and copyright applications listed on Schedule 1 attached hereto (the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Intellectual Property and Assignor desires to assign to the Assignee its rights and title in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the patents included in the Intellectual Property, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including, without limitation, the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect;

B. the copyrights and applications for registration of copyrights included in the Intellectual Property, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect;

C. the trademarks and applications for registration of trademarks included in the Intellectual Property, together with the goodwill of the Business associated with such trademarks; and

C. all proceeds of the assets transferred pursuant to subsections 1(A) through 1(C) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such transferred assets, and (ii) any income, royalties, or payments due or payable and related exclusively to such transferred assets as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Patent and Trademark Office and the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the patents, copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Intellectual Property.

3. The terms of the Asset Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Asset Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Asset Purchase Agreement.

4. This Intellectual Property Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Intellectual Property Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page for Intellectual Property Transfer Agreement to follow*]

[*Signature Page for Intellectual Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

CAGETIX LLC

By: _____
Name: Jay Schneider
Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

SCHEDULE A

PATENTS

None

TRADEMARKS

Cagetix and Cagetix logo

COPYRIGHTS

All copyrights in the software related to Seller's electronic ticketing platform presently commercialized through Seller's Internet web site located at www.cagetix.com.

Together with all other copyrights in and to all the copyrightable materials included in the Purchased Assets.

Exhibit E

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") and _____ an individual and resident of the State of _____ (the "Executive").

WHEREAS, the Company, CAGETIX LLC, a Nebraska limited liability company ("Seller"), and Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member") are parties to that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement") pursuant to which the Company acquired substantially all the assets of Seller's business (as more particularly defined in the Asset Purchase Agreement, the "Business");

WHEREAS, the execution and delivery of this Agreement by Executive was a condition to the purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement;

WHEREAS, also in connection with purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement, the Executive has been offered employment by the Company, and the Executive will have access to and be instrumental in developing and implementing critical aspects of the Company's strategic business plan; and

WHEREAS, the Executive is an owner of capital stock or options to acquire the capital stock of the Company and will otherwise personally benefit from the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of (i) the Company entering into the Asset Purchase Agreement, (ii) the employment or continued employment of the Executive by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefor, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of three (3) years after termination, for any reason, of such employment, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall preclude the Executive from managing or training mixed martial arts fighters or conducting single martial arts style (e.g., kick-boxing or boxing) promotional events even if such activities are arguably competitive with the business of the Company or any of its subsidiaries.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee hat the Company or any of its subsidiaries will continue his employment for any period of time or otherwise change the at-will nature of his employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefor, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9 . Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

10. Term. This Agreement shall be effective on the Effective Date. This Agreement shall expire on _____ __, 2019, provided the obligations of the Executive under Sections 2 shall survive for a period of three (3) years after expiration or termination. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE HIM AS TO THE NATURE AND EXTENT OF HIS OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE:

By: _____
Mr. Jay Schneider

Exhibit F

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among CAGETIX LLC, a Nebraska limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Selling Member of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit G

OFFICER'S CERTIFICATE
OF
CAGETIX LLC

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among CAGETIX LLC, a Nebraska limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) he is the Managing Member of Seller, and

(b) each of the conditions specified in clauses (a) through (j) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Selling Member contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Selling Member contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

CAGETIX LLC

By: _____
Name: Jay Schneider
Title: Managing Member

Schedules to CageTix Asset Purchase Agreement

Schedule 2.1 **Permitted Encumbrances**

None

Schedule 2.1(c) **Equipment**

Laptop and Desktop Computers

Schedule 2.1(d) **Assumed Contracts**

Web Hosting Agreement by and between Cagetix, LLC and Bluehost.com, Inc. dated April 3, 2015

Services Agreement by and between GoDaddy.com and CageTix, LLC dated April 3, 2015

License Agreement by and between Adobe Systems Inc. and Cagetix, LLC Dated October 26, 2014 (Acrobat Pro DC and Creative Cloud Photography Plan)

Schedule 2.1(e) **Real Estate Leases**

None

Schedule 2.1(n) **Additional Assets**

None

Schedule 2.2 **Excluded Assets**

None

Schedule 3.4 **Allocation of Purchase Price**

As set forth in the Buyer's Registration Statement on Form S-1 to which this Agreement is an Exhibit

Schedule 5.3 **Equipment and other Purchased Assets**

None

Schedule 5.4 **Title**

None

Schedule 5.5 **Intellectual Property**

The trademarks and related goodwill in the Cagetix name and logo

All copyrights in the computer software (both source code and object code) related to Seller's online ticketing platform accessed presently via the Internet at www.cagetix.com

Schedule 5.6 **Litigation**

None

Schedule 5.7 **Required Consents**

None

Schedule 5.10 **Contract Exceptions**

None

Schedule 5.12	Scope of Rights in Purchased Assets
	None
Schedule 5.13	**Compliance with Laws**
	None
Schedule 5.14	**Financial Statements**
	Attached
Schedule 5.15	**Certain Changes**
	None
Schedule 5.16	**Employee Plans**
	None
Schedule 5.17	**Business Employees**
	The Selling Member is the Seller's sole employee
Schedule 5.18	**Labor Relations**
	None
Schedule 5.19	**Customers and Suppliers**
	Purchasers of event tickets are Seller's customers. The five major MMA Promotions that we currently sell tickets for are as follows: Legacy Fighting Championships Shamrock Fight Club Fight 2 Win Victory Fighting Championships RFA
Schedule 5.20	**Conflicts**
	None
Schedule 6.3	**Buyer Consents**
	None
Schedule 7.1	**Compensation Covenant**
	None

Exhibit 10.3

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date"), is entered into by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller"), Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), and Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller is engaged in promoting and conducting mixed martial arts events at various venues under the "CFFC" and "Cage Furry Fighting Championships" brands (the "Business"); and

WHEREAS, the Buyer desires to purchase the assets of Seller and approximately six other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the " Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act");

WHEREAS, the Members own a controlling interest in the outstanding equity interests of Seller; and

WHEREAS, the Members and the Seller wish to provide for the sale of substantially all of the assets and property rights now owned and held by the Seller that are used or usable in the Business to the Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Accounts Receivable" has the meaning set forth in Section 2.1(b).

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit A.

"Assumed Contracts" has the meaning set forth in Section 2.1(d).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bill of Sale, Conveyance and Assignment" means the Bill of Sale, Conveyance and Assignment in substantially the form attached hereto as Exhibit B.

"Business" means the business of promoting, sponsoring and otherwise commercializing mixed martial arts events including live, televised and pay-per-view events and the commercial exploitation of related products and services at such events.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"Buyer" has the meaning set forth in the preamble hereto.

"Claim" has the meaning set forth in Section 10.4.

"Claim Notice" has the meaning set forth in Section 10.4.

"Claimed Amount" has the meaning set forth in Section 10.4.

"Closing" means the closing of the purchase and sale of the Purchased Assets contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Code" has the meaning set forth in Section 3.4.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock of Buyer $0.001 par value per share.

"Confidential Information" has the meaning set forth in Section 12.3.

"Employee Plan" has the meaning set forth In Section 5.16.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Equipment" has the meaning set forth in Section 2.1(c).

"Excluded Assets" has the meaning set forth in Section 2.2.

"Executive Employment Agreement" means each of the Executive Employment Agreements entered into by and between Buyer and each of Haydak and Constantino in substantially the form attached hereto as Exhibits C-1 and C-2.

"Fighter Contract" has the meaning set forth in Section 5.21.

"Final Purchase Price Allocation" has the meaning set forth in Section 3.4.

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Gross Profit" has the meaning set forth in Section 3.2.

"Indemnified Person" has the meaning set forth in Section 10.3(a).

"Indemnifying Person" has the meaning set forth in Section 10.3(a).

"Intellectual Property Rights" means all intellectual property and other proprietary rights, protected or protectable, under the laws of the United States or any political subdivision thereof, including, without limitation (i) copyrights (including but not limited to all copyrights in Seller's mma event video library and fighter photographs and other copyrighted works); (ii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iii) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; and (iv) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iii) above. For purposes of clarification, Intellectual Property Rights shall not include any trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers together with all goodwill associated therewith which are licensed by Seller to Buyer pursuant to the Trademark License Agreement.

"Intellectual Property Transfer Agreement" means the Intellectual Property Transfer Agreement in substantially the form attached hereto as Exhibit D.

"Inventory" has the meaning set forth in Section 2.1(h).

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"IPO Price" means the price to the public reflected in the prospectus of the Buyer relating to the IPO that is first filed by the Buyer with the Commission pursuant to Rule 424(b) promulgated under the Securities Act.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Liability" has the meaning set forth in Section 2.3.

"Lock-Up Agreement" means that certain Lock-Up Agreement entered into by and among each Member, the Buyer and the underwriters participating in the IPO in substantially the form executed by each Person serving as an officer, director or 1% shareholder of Buyer or being issued shares of Common Stock in connection with the Target Company Transactions restricting the sale, transfer (other than for estate planning purposes), or other disposition of Common Stock held by such Person for a period of 180 days from the Closing Date.

"Losses" has the meaning set forth in Section 10.4.

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means that certain Non-Competition and Non-Solicitation Agreement in substantially the form attached hereto as Exhibit E.

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Assignment and Assumption Agreement, the Bill of Sale, Conveyance and Assignment, the Intellectual Property Transfer Agreement, the Non-Competition and Non-Solicitation Agreement, the Executive Employment Agreements, and the Trademark License Agreement.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to Seller in connection with the Business.

"Permitted Encumbrances" means (i) Encumbrances set forth on Schedule 2.1, (ii) the Assumed Liabilities and any Encumbrances securing the same, (iii) any Encumbrance in favor of a Person claiming by or through Buyer, (iv) any Encumbrance which will be released at Closing, and (v) the lien for ad valorem taxes not yet due or payable.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trademark License Agreement" means that certain Trademark License Agreement in substantially the form attached hereto as Exhibit F.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Third Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Transferred Intellectual Property" has the meaning set forth in Section 2.1(k).

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. Generally Accepted Accounting Principles.

"1060 Forms" has the meaning set forth in Section 3.4.

ARTICLE 2
PURCHASE AND SALE

2.1 Agreements to Purchase and Sell. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances (except the Permitted Encumbrances), all of Seller's right, title and interest in and to all of the properties, assets, and other rights of every kind and nature, whether tangible or intangible, real or personal, owned, leased, licensed or otherwise held by Seller as of the Closing, in each case to the extent primarily relating to or used in the Business regardless of where such assets are located (collectively, the "Purchased Assets"), including but not limited to the following:

(a) all cash needed to conduct the Seller's first scheduled promotion following the Closing;

(b) all accounts receivable, notes and notes receivable and other receivables (whether or not billed) relating to the Business (collectively, the "Accounts Receivable") to the extent needed to satisfy Seller's cash outlays for its first scheduled promotion following the Closing;

(c) all lighting, trusses, machinery, tools, spare parts, vehicles, furniture, fixtures, fighter cages and other equipment and other tangible personal property (excluding Inventory) of the Business (collectively, the "Equipment"), including such Equipment identified on Schedule 2.1(c), and all transferrable warranties and guarantees, if any, express or implied, existing for the benefit of Seller in connection with the Equipment;

(d) all contracts and agreements of Seller including, without limitation, leases, licenses, sponsorship agreements, agreements with fighters and managers, employment agreements, non-competition and non-solicitation agreements, agreements with event venues, open quotations and bids from or to Seller's suppliers, customers or potential customers, and other agreements, whether oral or written, relating to or used in the Business, including those identified on Schedule 2.1(d) (collectively, the "Assumed Contracts");

(e) all rights under the all leases and subleases of real property relating to or used in the Business and listed on Schedule 2.1(e) ("Real Estate Leases");

(f) all deposits, prepayments and prepaid expenses or other similar current assets used in the Business;

(g) all transferable approvals, authorizations, certifications, consents, variances, permissions, licenses and Permits to or from, or filings, notices or recordings to or with, any Governmental Authority used in the Business;

(h) all inventory, including all raw materials, work-in-process, finished goods, packaging materials, office supplies, maintenance supplies, spare parts and similar items used or intended for use in connection with the Business ("Inventory");

(i) all leasehold improvements constructed by Seller or provided by landlords for Seller, subject to the rights and obligations under the Real Estate Leases;

(j) all sales and marketing information, including all customer records and sales history with respect to customers (including invoices), sales and marketing records, price lists, documents, correspondence, studies, reports, and all other books, ledgers, files, and records of every kind, tangible data, customer lists (including appropriate contact information), vendor and supplier lists, service provider lists, promotional literature and advertising materials, catalogs, data books and records, of the Seller, relating to the Business;

(k) all Intellectual Property Rights related to the Business, including the goodwill of the business related thereto (collectively, the "Transferred Intellectual Property");

(l) all records, reports and information files of Seller relating to the Business (including business development and development history files);

(m) all claims, warranties, guarantees, refunds, causes of action, defenses, counterclaims, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (including rights to insurance proceeds) related to the Business, received after the Closing Date with respect to damage, non-conformance of or loss to the Purchased Assets, except for any of the foregoing to the extent they arise under the Excluded Assets;

(n) to the extent transferable, all telephone and facsimile numbers and Internet domain addresses, in each case related to the Purchased Assets, including, without limitation, those described on Schedule 2.1 (n);

(o) all other assets used in connection with the Business and not retained by Seller pursuant to Section 2.2.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer or assign, and Buyer shall not purchase or otherwise acquire, the following assets of Seller (such assets being collectively referred to hereinafter as the "Excluded Assets"):

(a) all rights of Seller arising under this Agreement, the Other Agreements or from the consummation of the transactions contemplated hereby or thereby;

(b) all corporate minute books, stock records and Tax returns (including all work papers relating to such Tax returns) of Seller and such other similar corporate books and records of Seller as may exist on the Closing Date;

(c) all claims and rights to refunds of Taxes paid by or on behalf of Seller;

(d) all assets of any employee benefit plan, arrangement, or program maintained or contributed to by Seller;

(e) all licenses and approvals of any Governmental Authority related to the Business that are personal to Seller and non-transferrable (provided that all MMA promotion licenses needed to conduct the Business will be transferred to or associated with the Buyer to the extent permitted by the relevant Governmental Authority);

(f) all employee, personnel and other records that Seller is required by Law to retain in its possession;

(g) all capital stock held in treasury;

(h) notes receivable from employees or shareholders of Seller; and

(i) the items set forth on Schedule 2.2.

2.3 Liabilities of Seller; Assumed Liabilities. Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of Seller of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Purchased Assets, the Business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, Taxes, warranty or personal injury claims accrued prior to the Closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of Seller. Notwithstanding the foregoing, on the Closing Date, Buyer shall assume and agrees to timely pay, perform and discharge the following Liabilities of Seller (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the Closing Date under the Assumed Contracts, other than any Liability arising out of or relating to a breach of any Assigned Contract that occurred prior to the Closing Date; and

(b) all Liabilities or other claims related to the Business, that arise from acts performed by Buyer after the Closing Date or that arise from ownership and operation of the Purchased Assets and Business after the Closing Date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

2 . 4 Procedures for Purchased Assets not Transferable. If any property or other rights included in the Purchased Assets are not assignable or transferable either by virtue of the provisions thereof or under applicable law without the consent of some third party or parties, Seller shall use its commercially reasonable efforts to obtain such consents after the execution of this Agreement, but prior to the Closing, and Buyer shall use its commercially reasonable efforts to assist in that endeavor. If any such consent cannot be obtained prior to the Closing and the Closing occurs, this Agreement, the Other Agreements and the related instruments of transfer shall not constitute an assignment or transfer of the Purchased Asset regarding which such consent was not obtained and Buyer shall not assume Seller's obligations with respect to such Purchased Asset, but Seller shall use its commercially reasonable efforts to obtain such consent as soon as reasonably possible after the Closing or otherwise obtain for Buyer the practical benefit of such property or rights and Buyer shall use its commercially reasonable efforts to assist in that endeavor. For purposes of this Section 2.4 only and not for the purposes of the rest of this Agreement, commercially reasonable efforts shall not include any requirement of either party to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party.

ARTICLE 3
PURCHASE PRICE

3 . 1 Purchase Price. The purchase price ("Purchase Price") for the Purchased Assets shall be $2,350,000, subject to the Earn Out adjustment pursuant to Section 3.2. .

3 . 2 Adjustments to Purchase Price. To the extent the Gross Profit generated from the Purchased Assets exceeds $350,000 for the full calendar year following the Closing, the Purchase Price will be adjusted upward proportionately such that each additional dollar of Gross Profit in excess of $350,000 will increase the Purchase Price by seven (7) dollars (the "Earn Out"). The Earn Out will be computed by the Company and confirmed by its accountants in the quarter following the full calendar year following the Closing. The methodology (including allocations of corporate revenue and expenses to the Purchased Assets and the Business) for determining the Earn Out will be consistently applied by Buyer to each of the Target Companies. Buyer will apply an allocation of any corporate revenues that are generated in whole or in part by the Purchased Assets or the Business to the Purchased Assets and the Business, and such allocation shall be commercially reasonable and proportionate in relation to the other Target Companies. The Earn Out will be paid to the Members in shares of Common Stock valued at the lesser of (i) the IPO Price and (ii) the trailing 20 day VWAP for the Common Stock on the Trading Market as reported by Bloomberg, L.P. as of the date Buyer reports its quarterly report on Form 10-Q for the quarter following the full calendar year following the Closing. As used in this Agreement and the Other Agreements, "Gross Profit" means total revenue minus the cost of revenue as determined by US GAAP, consistently applied. THE MEMBERS ACKNOWLEDGE THAT THE BASE SALARY FOR CONSTANTINO WILL BE DEEMED AN EXPENSE OF THE BUSINESS AND SHALL BE INCLUDED IN COST OF REVENUE FOR PURPOSES OF DETERMINING THE EARN OUT.

3.3 Payment of Purchase Price. The Purchase Price shall be paid at the Closing by delivery:

(a) To Seller of $235,000 in cash by wire transfer of immediately available funds to the account designated by Seller at least two (2) Business Days prior to the Closing Date; and

(b) To Seller of number of shares of Common Stock (rounded to the nearest whole number) equal to $2,115,000 divided by the IPO Price.

3.4 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets and the Assumed Liabilities in accordance with Schedule 3.4 (the "Final Purchase Price Allocation"), which has been prepared in accordance with the rules under Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent the Purchase Price is adjusted under Section 3.2, the parties shall adjust the Final Purchase Price Allocation consistent with Schedule 3.4 and the rules under Section 1060 of the Code to reflect such adjustment to the Purchase Price. The parties recognize that the Purchase Price does not include Buyer's acquisition expenses and that Buyer will allocate such expenses appropriately. The parties agree to act in accordance with the computations and allocations contained in the Final Purchase Price Allocation in any relevant Tax returns or filings (including any forms or reports required to be filed pursuant to Section 1060 of the Code or any provisions of local, state and foreign law ("1060 Forms")), and to cooperate in the preparation of any 1060 Forms and to file such 1060 Forms in the manner required by applicable law. Neither Buyer nor Seller shall take any position (whether in audits, Tax returns, or otherwise) that is inconsistent with the Final Purchase Price Allocation unless required to do so by applicable law.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Purchased Assets and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Purchased Assets and Seller and Buyer shall execute and Seller shall deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Purchased Assets or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price, Assumption of Assumed Liabilities and Buyer's Closing Deliveries . In consideration for the transfer of the Purchased Assets and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller the Bill of Sale, Conveyance and Assignment and the Assignment and Assumption Agreement, whereby Buyer assumes the Assumed Liabilities, and each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

(c) Notification of transfer of Purchased Assets. At or before the Closing, Seller will notify all parties to the contracts specified on Schedule 5.7 hereto of the transfer of the Purchased Assets to Buyer and provide copies of such notices to Buyer.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE MEMBERS

Seller and the Members, jointly and severally, represent and warrant to Buyer as follows:

5.1 Organization. Seller is a corporation duly organized and validly existing in good standing under the laws of the State of New Jersey, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of its Business makes such qualification necessary, except as to jurisdictions where the failure to qualify would not reasonably be expected to have a material adverse effect on the Business of the Seller or the Purchased Assets, and has all requisite corporate power and authority to own, lease and operate the Purchased Assets and to carry on its Business, as now being conducted.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.7, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Purchased Assets under (i) any provision of its certificate of incorporation, by-laws or other organizational documentation of Seller, (ii) any material agreement or instrument to which Seller is a party or by which it or its properties are bound, (iii) any authorization, judgment, order, award, writ, injunction or decree of any Governmental Authority which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, or (iv) any applicable law, statute, ordinance, regulation or rule which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, and, will not result in the creation or imposition of any Encumbrance on any of the Purchased Assets. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5.3 Equipment and other Purchased Assets. Other than as set forth on Schedule 5.3, the Equipment and other Purchased Assets owned by, in the possession of, or used by Seller, in connection with the Business is in good condition and repair, ordinary wear and tear excepted, and is usable in the ordinary course of business.

5 . 4 Title. Other than as set forth on Schedule 5.4, the Purchased Assets are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances other than Permitted Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Purchased Assets, free and clear of all Encumbrances, except for the Permitted Encumbrances and Assumed Liabilities, and subject to obtaining any consents of Persons listed on Schedule 5.7.

5.5 Intellectual Property. Identified on Schedule 5.5 is a complete and accurate list of all Intellectual Property Rights used by Seller in the Business. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is owned free and clear of all Encumbrances or has been duly licensed for use by Seller and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, the Seller has not violated the terms of any license pursuant to which any part of the Transferred Intellectual Property has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.5, the Transferred Intellectual Property does not infringe on any Intellectual Property Rights of any third party. To the Seller's knowledge the Transferred Intellectual Property together with the rights granted under the Trademark License Agreement constitutes all of the Intellectual Property Rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5, the Transferred Intellectual Property will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5 . 6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of Seller threatened, (i) arising out of or relating to any aspect of the Business, or any part of the Purchased Assets, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving Seller, its shareholders, or the officers, directors or employees of Seller in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except as set forth on Schedule 5.7, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5.8 Brokers, Etc. No broker or investment banker acting on behalf of Seller or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Seller.

5 . 9 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Purchased Assets (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

5 . 1 0 Assumed Contracts. All current and complete copies of all Assumed Contracts (which shall be deemed to include all Fighter Contracts) have been delivered to or made available to the Buyer. Except as set forth on Schedule 5.10, the Assumed Contracts are all in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under such Assumed Contracts on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Assumed Contracts, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.10, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Assumed Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.11 Tax Matters. In each case except as would not reasonably be expected to have a material adverse effect on the Purchased Assets:

(a) No failure, if any, of the Seller to duly and timely pay all Taxes, including all installments on account of Taxes for the current year, that are due and payable by it will result in an Encumbrance on the Purchased Assets;

(b) There are no proceedings, investigations, audits or claims now pending or threatened against the Seller in respect of any Taxes, and there are no matters under discussion, audit or appeal with any governmental authority relating to Taxes, which will result in an Encumbrance on the Purchased Assets;

(c) The Seller has duly and timely withheld all Taxes and other amounts required by law to be withheld by it relating to the Purchased Assets (including Taxes and other amounts relating to the Purchased Assets required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any employees, officers or directors and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by law to be remitted by it; and

(d) The Seller has duly and timely collected all amounts on account of any sales or transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales Taxes with respect to the Purchased Assets, required by law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by law to be remitted by it.

5.12 Scope of Rights in Purchased Assets. Except as set forth on Schedule 5.12, the rights, properties, and assets included in the Purchased Assets include substantially all of the rights, properties, and assets, of every kind, nature and description, wherever located, that Seller believes are necessary to own, use or operate the Business.

5.13 Compliance with Laws. Seller is in compliance with all laws applicable to the Business, except where the failure to be in compliance would not have a material adverse effect on the Purchased Assets or the Business. Seller has not received any unresolved written notice of or been charged with the violation of any laws applicable to the Business except where such charge has been resolved. Except as set forth on Schedule 5.13, there are no pending or, to the knowledge of the Seller, threatened actions or proceedings by any Governmental Authority, which would prohibit or materially impede the Business.

5.14 Financial Statements. Seller has provided to Buyer for inclusion in the Registration Statement copies of the audited balance sheet of the Seller at December 31, 2013 and December 31, 2014 and the related statements of income and cash flows for the years then ended (collectively, the "Audited Financial Statements") together with the unaudited balance sheet of the Seller at September 30, 2015 and the related statements of income and cash flows for the nine months then ended (referred to as the "Most Recent Financial Statements". Except as set forth on Schedule 5.14, such Audited Financial Statements and Most Recent Financial Statements have been compiled in accordance with U.S. GAAP and fairly present, in all material respects, the net assets of the Business at December 31, 2014 and for the nine months ended September 30, 2015 and the operating profit or loss of the Business.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, reflected in the Most Recent Financial Statements or set forth on Schedule 5.15, since December 31, 2014, (i) the Business has been conducted in all material respects in the ordinary course of business and (ii) neither Seller nor the Members have taken any of the following actions:

(a) sold, assigned or transferred any material portion of the Purchased Assets other than (i) in the ordinary course of business or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business or the Purchased Assets;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which Buyer will not be obligated following the Closing);

(d) except in the ordinary course of business, made any capital expenditures or commitments therefor with respect to the Business in an amount in excess of $50,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise), other than acquisitions that have not or will not become integrated into the Business;

(f) amended the terms of any existing Employee Plan, except for amendments required by Law;

(g) changed the Tax or accounting principles, methods or practices of the Business, except in each case to conform to changes required by Tax Law, in U.S. GAAP or applicable local generally accepted accounting principles;

(h) amended, cancelled (or received notice of future cancellation of) or terminated any Assumed Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by Seller to any Business Employee, or declared or paid, or committed to declare or pay, any bonus or other additional payment to and Business Employees, other than (A) payments for which Buyer shall not be liable after Closing, (B) customary compensation increases and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Assumed Contracts or Permits as and when due (except where contested in good faith or cured by Seller) under the terms of such Assumed Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business or the Purchased Assets, not covered by insurance;

(l) incurred any material claims relating to the Business or the Purchased Assets not covered by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, sold, assigned, transferred, pledged or otherwise placed an Encumbrance on any Purchased Asset, except in the ordinary course of business, as otherwise set forth herein or that will be released at Closing;

(n) transferred, granted, licensed, assigned, terminated or otherwise disposed of, modified, changed or cancelled any material rights or obligations with respect to any of the Transferred Intellectual Property, except in the ordinary course of business; or

(o) entered into any agreement or commitment to take any of the actions set forth in paragraphs (a) through (n) of this Section 5.15.

5.16 Employee Benefit Plans. Attached on Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of Seller (the "Employee Plans"). Each of the Employee Plans has been operated in accordance with its terms, does not discriminate (as that term is defined in the Code) and will, along with all other bonus plans, incentive or compensation arrangements provided by Seller to or for its employees, be terminated by Seller immediately following Closing. All payments due from Seller pursuant thereto have been paid.

5.17 Business Employees. Attached on Schedule 5.17 is a list of all employees of Seller (collectively, the "Business Employees"), their current salaries or compensation, a listing of commission arrangements, a list of commitments for future salary or compensation increases, and the last salary raise with dates and amounts. Schedule 5.17 lists all individuals with whom Seller has employment, consulting, representative, labor, non-compete or any other restrictive agreements. Except as set forth on Schedule 5.17, Seller has not entered into any severance or similar arrangement with respect of any Business Employee (or any former employee or consultant) that will result in any obligation (absolute or contingent) of Buyer or Seller to make any payment to any Business Employee (or any former employee or consultant) following termination of employment.

5.18 Labor Relations. Except as set forth on Schedule 5.18, Seller has complied in all material respects with all federal, state and local laws, rules and regulations relating to the employment of labor including those related to wages, hours and the payment of withholding and unemployment Taxes. Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrearage of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.19 Sponsors, Vendors and Suppliers. Attached on Schedule 5.19 is a complete and accurate list of (i) the five (5) largest sponsors of Seller in terms of revenue during the period from January 1, 2014 through June 30, 2015, showing the approximate total amount of sponsorship revenue by Seller from each such sponsor during such period; and (ii) the five (5) largest vendors and suppliers (whether of production services, event venues, equipment, fighter managers, etc.) to Seller in terms of purchases or payments made by Seller to such vendor or supplier during the period from January 1, 2014 through June 30, 2015, showing the approximate total purchases or payments by Seller from each such supplier during such period. Except as set forth on Schedule 5.19 and to Seller's knowledge, as of the date of this Agreement there has been no adverse change in the business relationship of Seller with any sponsor or supplier named on Schedule 5.19 that is material to the Business or the financial condition of Seller.

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither Seller nor the Members have any direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding securities of corporations listed on a national securities exchange or registered under the Securities Exchange Act of 1934, as amended) in (i) any entity which does business with Seller or is competitive with the Business, or (ii) any property, asset or right which is used by Seller in the conduct of its Business.

5.21 Fighters Under Contract. Schedule 5.21 sets forth each agreement to which the Seller or any Member is a party with any professional mixed martial arts fighter and the economic terms of each such agreement (each a "Fighter Contract"). Each Fighter Contract is in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under any such Fighter Contract on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Fighter Contract, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.21, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Fighter Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.22 Inventories. All Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, has been purchased in the ordinary course of business, is free from material defects, consists of goods of the kind, quantity and quality regularly used and sold in the Business. The Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, is merchantable and fit for its intended purpose and Seller has not, is not contemplating, nor has any reason to believe that a recall of such items or any items previously sold by Seller is necessary or warranted.

5.23 Accounts Receivable. All of the Accounts Receivable are (and as of the Closing Date will be) bona fide receivables subject to no counterclaims or offsets and arose in the ordinary course of business. At the Closing and except for Permitted Encumbrances, no person or entity will have any lien on such Accounts Receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment will have been made with respect to any such Accounts Receivable.

5.24 Insurance. Seller maintains (i) insurance on all the Purchased Assets covering property damage by fire or other casualty which it is customary for Seller to insure, (ii) insurance protection against all liabilities, claims, and risks against which it is customary for Seller to insure, and (iii) insurance for worker's compensation and unemployment, products liability, and general public liability. All of such policies are consistent with past practices of Seller. Seller is not in default under any of such policies or binders. Such policies and binders are in full force and effect on the date hereof and shall be kept in full force and effect through the Closing Date.

5.25 Payment of Debts. Except for those liabilities assumed by Buyer pursuant to Section 2.3, Seller has made adequate provisions for payments of the amount due to its creditors and shall pay the same at Closing or pursuant to their existing terms on or before the Closing.

5.26 Accuracy of Statements. No representation or warranty by Seller or any Member in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Seller or any Member that materially adversely affects the business, financial condition or affairs of the Business, Seller or any Member. No representation made by a Member to Buyer during the due diligence process leading up to the execution of this Agreement on in connection with the other Target Company Transactions contained an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

5.27 Representations and Warranties of Buyer. Neither Seller nor any Member are aware of, or have discovered through due diligence, any breaches by Buyer of its representations and warranties made in Article 6 of this Agreement, which they have not disclosed to Buyer.

5.28 Sufficiency of Assets. Other than as set forth on Schedule 5.28, the Purchased Assets constitute all of the assets necessary to conduct the Business as it is conducted as of the date of this Agreement. Other than as set forth on Schedule 5.28, all Permits and Assumed Contracts, including those identified on Schedule 2.1(d) will be available for use by the Buyer on materially identical terms (i) as of the Closing and (ii) for one year following the Closing.

5.29 The Members.

(a) No Member has ever (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such Member, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such Member's assets, (iv) admitted in writing such Member's inability to pay his or her debts as they become due, or (v) taken or been the subject of any action that may have an adverse effect on his ability to comply with or perform any of his covenants or obligations under any of the Other Agreements or which would require disclosure in the Registration Statement.

(b) No Member is subject to any Order or is bound by any agreement that may have an adverse effect on his ability to comply with or perform any of his or her covenants or obligations under any of the Other Agreements. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of any Member to comply with or perform any of his covenants or obligations under any of the Other Agreements. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.30 Investment Purposes.

(a) Seller and each Member (i) understand that the shares of Common Stock to be issued to Seller pursuant to this Agreement have not been registered for sale under any federal or state securities Laws and that such shares are being offered and sold to Seller pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agree that Seller is acquiring such shares for its own account for investment purposes only and without a view to any distribution thereof other than to the Members as permitted by the Securities Act and subject to the Lock-Up Agreement, (iii) acknowledge that the representations and warranties set forth in this Section 5.30 are given with the intention that the Buyer rely on them for purposes of claiming such exemption from registration, and (iv) understand that they must bear the economic risk of the investment in such shares for an indefinite period of time as such shares cannot be sold unless subsequently registered under applicable federal and state securities Laws or unless an exemption from registration is available therefrom.

(b) Seller and each Member agree (i) that the shares of Common Stock to be issued to Seller pursuant to this Agreement will not be sold or otherwise transferred for value unless (x) a registration statement covering such shares has become effective under applicable state and federal securities laws, including, without limitation, the Securities Act, or (y) there is presented to the Buyer an opinion of counsel satisfactory to the Buyer that such registration is not required, (ii) that any transfer agent for the Common Stock may be instructed not to transfer any such shares unless it receives satisfactory evidence of compliance with the foregoing provisions, and (iii) that there will be endorsed upon any certificate evidencing such shares an appropriate legend calling attention to the foregoing restrictions on transferability of such shares.

(c) Seller and each Member is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act.

(d) Seller and each Member (i) are aware of the business, affairs and financial condition of the Buyer and the other Target Companies, and have acquired sufficient information about the Buyer and the other Target Companies, the IPO and the Target Company Transactions to reach an informed and knowledgeable decision to acquire the shares of Common Stock to be issued to Seller pursuant to this Agreement, (ii) have discussed the Buyer's plans, operations and financial condition with the Buyer's officers, (iii) have received all such information as they have deemed necessary and appropriate to enable them to evaluate the financial risk inherent in making an investment in the shares of Common Stock to be issued pursuant to this Agreement, (iv) have sufficient knowledge and experience in financial and business matters and in the business of conducting mixed martial arts promotions so as to be capable of evaluating the merits and risks of their investment in Common Stock, and (v) are capable of bearing the economic risks of such investment.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and the Members as follows:

6.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6 . 2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Buyer to consummate the transactions contemplated hereby.

6.4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Buyer; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Buyer is a party which breach or default would have a material adverse effect on the business or financial condition of Buyer or their ability to consummate the transactions contemplated hereby; or (iii) a violation by Buyer of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Buyer or its ability to consummate the transactions contemplated hereby.

6.5 Brokers, Etc. No broker or investment banker acting on behalf of Buyer or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Buyer. All underwriting discounts and fees incident to the IPO will be paid by Buyer.

6.6 Accuracy of Statements. No representation or warranty by Buyer in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Buyer that materially adversely affects the business, financial condition or affairs of the Buyer.

6.7 Representations and Warranties of Seller and the Members. Buyer is not aware of, nor has discovered through due diligence, any breaches by Seller or any Member of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to Seller and the Members.

6.8 Capitalization. The authorized capital stock of the Buyer consists of (i) 45,000,000 shares of Common Stock, of which on the date hereof 5,289,136 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share, of which on the date hereof and on the Closing Date no shares are issued and outstanding. Other than shares of Common Stock sold in the IPO or issued in connection with the Target Company Transactions, and set forth in the Registration Statement no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of the Company is authorized or outstanding. The Company does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of the Company. The Company does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Company. At the Closing, the shares of Common Stock to be issued to Seller as consideration for the Purchase Price will be duly authorized, validly issued, fully paid and non-assessable.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Members, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7.1 Compensation. Except in the ordinary course of business or as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by Seller, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

7.2 Encumbrance of Assets. Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the Purchased Assets or other assets of Seller, exclusive of liens arising as a matter of law in the ordinary course of business as to which there is no known default;

7.3 Incur Liabilities. Not take any action which would cause Seller to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business or which will be paid at Closing;

7.4 Disposition of Assets. Not sell or transfer any of the Purchased Assets or any other tangible or intangible assets of Seller or cancel any debts or claims, except in each case in the ordinary course of business;

7.5 Executory Agreements. Except for modifications in connection with extensions of existing agreements in the ordinary course of business, not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the executory agreements of Seller including, without limitation, any Fighter Contracts, agreements with vendors, televisions or media partners, event sponsors or event venue providers except as otherwise approved by Buyer in writing, which consent will not be unreasonably withheld or delayed;

7.6 Material Transactions. Not enter into any transaction material in nature or amount without the prior written consent of Buyer, except for transactions in the ordinary course of business;

7.7 Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements;

7.8 Preservation of Business. Use its best efforts to preserve the Purchased Assets, keep in faithful service the present officers and key employees of Seller (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with Seller;

7 . 9 Investigation. Allow, during normal business hours, Buyer's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to Seller in the possession of Seller, its officers, directors, employees, auditors or counsel, in order that Buyer may have full opportunity to make such investigation as it may desire of the properties and Business of Seller;

7.10 Compliance with Laws. Comply in all material respects with all Laws applicable to Seller or to the conduct of its Business;

7.11 Notification of Material Changes. Provide Buyer's representatives with prompt written notice of any material and adverse change in the condition (financial or other) of Seller's assets, liabilities, earnings, prospects or business which has not been disclosed to Buyer in this Agreement; and

7 . 1 2 Cooperation. Cooperate fully, completely and promptly with Buyer in connection with (i) securing any approval, consent, authorization or clearance required hereunder, or (ii) satisfying any condition precedent to the Closing without additional cost and expense to Seller unless such action is otherwise the obligation of Seller.

7 . 1 3 Accounting Matters and Registration Statement. Cooperate fully, completely and promptly with Buyer, its counsel, and all auditors in connection with the Registration Statement, including using best efforts to provide Buyer at Seller's expense with all Seller financial statements required by Regulation S-X promulgated under the Securities Act for inclusion in the Registration Statement.

Nothing in this Agreement shall prohibit Seller from paying dividends and other distributions to the Members.

ARTICLE 8
CONDITIONS TO CLOSING

8 . 1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True. The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit G attached hereto, executed by the Chief Executive Officer of Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price and assumed the Assumed Liabilities as provided in Section 4.2(b).

(d) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller and the Members hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True. The representations and warranties of Seller and the Members contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller and the Members contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Purchased Assets or the Business taken as a whole, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit H attached hereto, executed by the Chief Executive Officer of Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Other Agreements. Seller and the Members shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Material Adverse Change. There shall not have been a material adverse change in the Seller's business, financial condition, prospects, assets or operations relating to the Purchased Assets or the Business, taken as a whole, except to the extent such material adverse change arises from or relates to: (i) any change in economic, business or financial market conditions in the United States or regions in which the Business operates, (ii) changes in any Laws or in accounting rules or standards; (iii) any natural disaster, act of terrorism or war, or the outbreak of hostilities, or any other international or domestic calamity or crisis; (iv) any action taken or not taken with the prior written consent of the Purchaser or required or expressly permitted by the terms of this Agreement; (v) the pendency of this Agreement and the transactions contemplated hereby or (vi) any existing event, circumstance, change or effect with respect to which the Buyer has knowledge as of the date of this Agreement.

(f) Non-Competition and Non-Solicitation Agreements. The Members shall each have entered into a Non-Competition and Non-Solicitation Agreement with the Buyer in substantially the form attached hereto as Exhibit E.

(g) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

(h) IPO. Buyer shall have completed the IPO.

(i) Available Cash at Closing. The amount of cash acquired at Closing pursuant to Section 2.1(a) shall be at a minimum sufficient to conduct the Seller's next scheduled event consistent with past practice and utilizing solely the Purchased Assets.

(j) Satisfaction of Encumbrances. Seller shall deliver a payoff letter or similar documentation, in form reasonably acceptable to Buyer, terminating any Encumbrance on any of the Purchased Assets, together with executed UCC-2 or UCC-3 termination statements (or any other applicable termination statement) executed by each Person holding Encumbrances on any Purchased Asset.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Purchased Assets for all periods prior to Closing and shall preserve all such information, records and documents until the later of: (a) six (6) years after the Closing; (b) the expiration of all statutes of limitations for Taxes for periods prior to the Closing, or extensions thereof applicable to Seller and its shareholders for Tax information, records or documents; or (c) the required retention period for all government contract information, records or documents. Prior to destroying any records related to Seller for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Tax Matters.

(a) Bifurcation of Taxes. Seller and its Affiliates shall be solely liable for all Taxes imposed upon Seller attributable to the Purchased Assets for all taxable periods ending on or before the Closing Date. Buyer and its Affiliates shall be solely liable for any Taxes imposed upon Buyer attributable to the Purchased Assets for any taxable year or taxable period commencing after the Closing Date.

(b) Transfer Taxes. Buyer and Seller shall each pay one-half of any and all sales, use, transfer and documentary Taxes and recording and filing fees applicable to the transfer of the Purchased Assets.

(c) Cooperation and Records. After the Closing Date, Buyer and Seller shall cooperate in the filing of any Tax returns or other Tax-related forms or reports, to the extent any such filing requires providing each other with necessary relevant records and documents relating to the Purchased Assets. Seller and Buyer shall cooperate in the same manner in defending or resolving any Tax audit, examination or Tax-related litigation. Buyer and Seller shall cooperate in the same manner to minimize any transfer, sales and use Taxes. Nothing in this Section shall give Buyer or Seller any right to review the other's Tax returns or Tax related forms or reports.

(d) Bulk Sales Laws. Seller and Buyer waive compliance with bulk sales laws for Tax purposes.

9.3 Post-Closing Delivery. Subject to the provisions of Section 4.2, Seller agrees to arrange for physical delivery to Buyer of the tangible Purchased Assets in Seller's possession. Buyer and Seller acknowledge that title and risk of loss with respect to all Purchased Assets shall pass to Buyer at Closing. Seller agrees to use commercially reasonable efforts to preserve and maintain the tangible Purchased Assets in good working condition and to protect such Purchased Assets against damage, deterioration and other wasting. All Intellectual Property (in particular all MMA video content) comprising the Purchased Assets will be delivered to Buyer in electronic form consistent with common industry practice.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller and the Members. Seller and each Member hereby jointly and severally agree to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) in respect of the following:

(a) Losses resulting in bodily injury, wrongful death, and/or property damages, including without limitation, actual, punitive, direct, indirect, or consequential damages and all attorney's fees and court costs recoverable by the injured party or parties arising out of litigation that is currently pending against Seller or arising from facts which occurred prior to Closing which, in the case of litigation, the defense of which is not being defended by Seller's insurance carrier or, if the same results in or has resulted in a verdict or damages to be paid, the same is not being paid by Seller's insurance company.

(b) Losses resulting from the breach of any representations, warranties, covenants or agreements made by Seller or any Member in this Agreement or the Other Agreements.

10.2 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend and hold Seller and the Members harmless from and against any Losses in respect of the following:

(a) Losses resulting from any breach of any representations, warranties, covenants or agreements made by Buyer in this Agreement or the Other Agreements.

(b) Buyer's operation of the Business and ownership of the Purchased Assets after the Closing, including, without limitation, all sales and use Taxes, ad valorem Taxes, and products liability claims with respect to such post-Closing operations.

(c) The Assumed Liabilities, including all claims arising from the obligations assumed under the Assumed Contracts as set forth in Section 2.1(d).

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually and materially prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Indemnifying Party of such response, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17.

10.5 Losses.

(a) For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

(b) Any liability for indemnification under this Agreement shall be determined without duplication of recovery due to the facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) The Indemnified Person agrees to use all reasonable efforts to obtain recovery from any and all third parties who are obligated respecting a Loss (e.g. parties to indemnification agreements, insurance companies, etc.) ("Collateral Sources") respecting any Claim pursuant to which the Indemnified Person is entitled to indemnification hereunder. If the amount to be netted hereunder from any payment from a Collateral Source is determined after payment of any amount otherwise required to be paid to an Indemnified Person under this Article 10, the Indemnified Person shall repay to the Indemnifying Person, promptly after such receipt from Collateral Source, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 10 had such receipt from the Collateral Source occurred at the time of such payment.

(d) Each Indemnified Person shall (and shall cause its Affiliates to) use commercially reasonable efforts to mitigate any claim for Losses that an Indemnified Person asserts under this Article 10.

(e) The amount of any and all Losses (and other indemnification payments) under this Agreement shall be decreased by (A) any Tax benefits in excess of Tax detriments actually realized by the applicable Indemnified Person related to the Loss, including deductibility of any such Losses (or other items giving rise to such indemnification payment), and (B) the amount of any insurance proceeds or other amounts recoverable from Collateral Sources (netted against deductibles and other costs associated with making or pursuing any such claims, as applicable), received or to be received by the applicable Indemnified Person with respect to such Losses under any insurance policy maintained by the Indemnified Person or any other Person or from any other Collateral Source. The Indemnified Person will assign to the Indemnifying Person any rights or contribution or subrogation the Indemnified Person may have against or respecting any Collateral Source or other Persons related to such Loss which is indemnified by the Indemnifying Person hereunder.

10.6 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Neither Seller and the Members nor Buyer shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller and the Members shall not be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the Purchase Price.

10.7 Exclusive Remedies. Each of Buyer, Seller and the Members acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement and the Other Agreements shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's or the Member's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of Seller's or the Member's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to August 31, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.4, 12.7, 12.9, 12.13, and 12.15 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties. Except with respect to (a) the covenants of Buyer, Seller and the Members which are intended to survive the Closing, (b) Seller's and the Member's representations provided for in Section 5.2(a), 5.4 and 5.8 which survive indefinitely, (c) Seller's and Member's representations provided for in Sections 5.6, 5.11, 5.14, 5.16 and 5.22 which survive until the applicable statute of limitations expires with respect to claims arising under such Sections, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Risk of Loss. All risk of loss with respect to the Purchased Assets to be transferred hereunder shall remain with Seller until the transfer of the Purchased Assets and the Business on the Closing Date. Anything to the contrary in this Agreement notwithstanding, in the event there has been any material damage to or destruction of any of the Purchased Assets prior to the Closing Date and Buyer elects to consummate the transactions contemplated herein, at Closing, Seller shall assign to Buyer all of Seller's right to receive insurance proceeds toward the repair or replacement of such Purchased Assets, if any, and if no such insurance is in effect or the amount payable thereunder is insufficient to repair or replace any such Purchased Assets, the parties shall equitably adjust the Purchase Price; provided, however, if any such adjustment would result in a reduction in the Purchase Price of more than five percent (5%), Seller and the Member's shall have the option to terminate this Agreement.

12.3 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller and the Purchased Assets, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by Seller to Buyer shall become the Confidential Information of Buyer, subject to the restrictions on use and disclosure by Seller imposed under this Section 12.3. Neither Seller, the Members, nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.3; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax returns.

1 2 . 4 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, and subject to the obligations of Seller to deliver to Buyer the financial statements required by Section 7.13, all legal, accounting and regulatory fees and expenses incident to the IPO, including preparation and filing of the Registration Statement will be borne by Buyer. Buyer will also cover the reasonable and customary legal fees of one securities counsel designated by the majority the Target Companies being acquired on the Closing Date.

1 2 . 5 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.6 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.8 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.9 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.10 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.11 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.12 Further Documents. Each of Buyer, Seller and the Members shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.13 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller or the Members, to:

CFFC Promotions, LLC
416 Kings Hwy, East
Haddonfield, NJ 08033
Attention: Robert J. Haydak and Michael V. Constantino
Phone: (856) 297-2465
Fax: (844) 329-2332

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.14 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.14 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.16 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if Robert J. Haydak and/or Michael V. Constantino are/is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.17 Submission to Jurisdiction. Each of Buyer, Seller and each Member (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.13. Nothing in this Section 12.17, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.18 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Asset Purchase Agreement Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

CFFC PROMOTIONS, LLC

By: /s/ Robert J. Haydak
Name: Robert J. Haydak
Title: CEO

MEMBERS:

/s/ Robert J. Haydak
Robert J. Haydak

/s/ Michael V. Constantino
Michael V. Constantino

BUYER:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Assignment and Assumption Agreement
Exhibit B:	Form of Bill of Sale, Conveyance and Assignment
Exhibit C-1:	Executive Employment Agreement - Haydak
Exhibit C-2:	Executive Employment Agreement - Constantino
Exhibit D:	Form of Intellectual Property Transfer Agreement
Exhibit E	Form of Competition and Non-Solicitation Agreement
Exhibit F	Form of Trademark License Agreement
Exhibit G	Form of Buyer Officer's Certificate
Exhibit H	Form of Seller Officer's Certificate

Schedules

Schedule 2.1	Permitted Encumbrances
Schedule 2.1(c)	Equipment
Schedule 2.1(d)	Assumed Contracts
Schedule 2.1(e)	Real Estate Leases
Schedule 2.1(n)	Additional Assets
Schedule 2.2	Excluded Assets
Schedule 3.4	Allocation of Purchase Price
Schedule 5.3	Equipment and other Purchased Assets
Schedule 5.4	Title
Schedule 5.5	Intellectual Property
Schedule 5.6	Litigation
Schedule 5.7	Required Consents
Schedule 5.10	Contract Exceptions
Schedule 5.12	Scope of Rights in Purchased Assets
Schedule 5.13	Compliance with Laws
Schedule 5.14	Financial Statements
Schedule 5.15	Certain Changes
Schedule 5.16	Employee Plans
Schedule 5.17	Business Employees
Schedule 5.18	Labor Relations
Schedule 5.19	Customers and Suppliers
Schedule 5.20	Conflicts
Schedule 5.21	Certain Transactions Related to the Business
Schedule 6.3	Buyer Consents
Schedule 7.1	Compensation Covenant

Exhibit A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of _____ __, 2016 is entered into by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement the parties hereto together with the Members have agreed that at the Closing (which Closing is taking place as of the date hereof), Seller will transfer to Buyer and Buyer will accept and assume, only those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule 2.1(d) to the Asset Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

As of the date hereof, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts and assumes those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule A attached hereto. With the exception of the liabilities and obligations to be assumed by Buyer pursuant to the preceding sentence, Buyer shall not assume and shall in no event be liable for any other debts, liabilities or obligations of Seller, whether fixed or contingent, known or unknown, liquidated or unliquidated, secured or unsecured, or otherwise and regardless of when they arose or arise. In the event of any inconsistency between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[*Signature Page for Assignment and Assumption Agreement to follow*]

[*Signature Page for Assignment and Assumption Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

CFFC PROMOTIONS, LLC

By: /s/ Robert J. Haydak
Name: Robert J. Haydak
Title: CEO

ASSIGNEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Schedule A

Schedule 2.1(d) of the Agreement is incorporated herein by reference in its entirety

Exhibit B

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THIS BILL OF SALE, CONVEYANCE AND ASSIGNMENT (this "Instrument") dated as of _____ __, 2016 is entered into by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members").

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

1. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, all of its right, title and interest in and to the Purchased Assets.

2. Notwithstanding anything to the contrary in this Instrument, the Asset Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Assets subject to this Instrument shall expressly exclude the Excluded Assets.

3. From time to time, as and when reasonably requested by Buyer, Seller shall execute and deliver all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Buyer may reasonably deem necessary or desirable to more effectively sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in the Purchased Assets subject to this Instrument.

4. This Instrument shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State.

5. To the extent that any provision of this Instrument is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. Nothing in this Instrument, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Asset Purchase Agreement.

6. This Instrument may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page to Bill of Sale, Conveyance and Assignment to Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

CFFC PROMOTIONS, LLC

By: /s/ Robert J. Haydak
Name: Robert J. Haydak
Title: CEO

BUYER:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective _____ __, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and Robert J. Haydak, an individual and resident of the State of New Jersey (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller"), the Company, the Executive, Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Company and the Business. The Executive will devote substantially all his business time and efforts to the Company and the Company's business and will not engage in other business activities without the Company's prior consent, whether or not such business activity is pursued for profit, gain or other pecuniary advantage. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on _____ __, 2016 (the "Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary; Bonus. Executive will receive a salary during the Term of One Hundred and Seventy Thousand ($170,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement;

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

9 . Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Comeptition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Robert J. Haydak
416 Kings Highway East
Haddonfield, New Jersey 08033
(856) 297-2465

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

/s/ Robert J. Haydak
Robert J. Haydak

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective _____ __, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and Michael V. Constantino, an individual and resident of the State of New Jersey (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller"), the Company, the Executive, and Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak", and together with the Executive, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Regional Vice President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Regional Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Business. The Executive will devote substantially all his business time and efforts to the Company and the Company's business and will not engage in other business activities without the Company's prior consent, whether or not such business activity is pursued for profit, gain or other pecuniary advantage. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on _____ __, 2016 (the "Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary; Bonus. Executive will receive a salary during the Term of Seventy Five Thousand ($75,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement;

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

9. Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Comeptition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Michael V. Constantino
58 Essex Fells, New Jersey 07021
Phone: (973) 309-2600

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

/s/ Michael V. Constantino
Michael V. Constantino

Exhibit D

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Assignor, Assignee, Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members").

WHEREAS, Assignor has good and marketable rights and title in and to the patent applications, issued patents, trademarks, trademark applications, copyrights and copyright applications listed on Schedule 1 attached hereto (the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Intellectual Property and Assignor desires to assign to the Assignee its rights and title in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the patents included in the Intellectual Property, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including, without limitation, the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect;

B. the copyrights and applications for registration of copyrights included in the Intellectual Property, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect; and

C. all proceeds of the assets transferred pursuant to subsections 1(A) and 1(B) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such transferred assets, and (ii) any income, royalties, or payments due or payable and related exclusively to such transferred assets as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Patent and Trademark Office and the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the patents, copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Intellectual Property.

3. The terms of the Asset Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Asset Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Asset Purchase Agreement.

4. This Intellectual Property Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Intellectual Property Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page for Intellectual Property Transfer Agreement to follow*]

[*Signature Page for Intellectual Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

CFFC PROMOTIONS, LLC

By: /s/ Robert J. Haydak
Name: Robert J. Haydak
Title: CEO

ASSIGNEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

SCHEDULE A

PATENTS

None

COPYRIGHTS

All copyrights in the CFFC MMA Event Video Library
All copyrights in CFFC's fight related photographs, fight cards, ring matt and ring corners
All copyrights in the CFFC website
All copyrights in all "sizzle reels" and other in fight video marketing productions

Together with all other copyrights in and to all the copyrightable materials included in the Purchased Assets.

Exhibit E

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") and _____ an individual and resident of the State of _____ (the "Executive").

WHEREAS, the Company, CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller"), Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members") are parties to that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement") pursuant to which the Company acquired substantially all the assets of Seller's business (as more particularly defined in the Asset Purchase Agreement, the "Business");

WHEREAS, the execution and delivery of this Agreement by Executive was a condition to the purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement;

WHEREAS, also in connection with purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement, the Executive has been offered employment by the Company, and the Executive will have access to and be instrumental in developing and implementing critical aspects of the Company's strategic business plan; and

WHEREAS, the Executive is an owner of capital stock or options to acquire the capital stock of the Company and will otherwise personally benefit from the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of (i) the Company entering into the Asset Purchase Agreement, (ii) the employment or continued employment of the Executive by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefore, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of three (3) years after termination, for any reason, of such employment, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall preclude the Executive from managing or training mixed martial arts fighters or conducting single martial arts style (e.g., kick-boxing or boxing) promotional events even if such activities are arguably competitive with the business of the Company or any of its subsidiaries.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee hat the Company or any of its subsidiaries will continue [his/her] employment for any period of time or otherwise change the at-will nature of [his/her] employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9 . Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

10. Term. This Agreement shall be effective on the Effective Date. This Agreement shall expire on _____ __, 2019, provided the obligations of the Executive under Sections 2 shall survive for a period of three (3) years after expiration or termination. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT [HE/SHE] HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE [HIM/HER] AS TO THE NATURE AND EXTENT OF [HIS/HER] OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE:

By: _____

Exhibit F

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") dated as of _____ __, 2016 is entered into by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Licensor") and ALLIANCE MMA, INC., a Delaware corporation ("Licensee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Licensor, Licensee, Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Licensor asserts that it is the sole and exclusive owner of the name "Cage Fury Fighting Championships" and "CFFC" and all logos, trademarks and service marks attendant thereto (the "Licensed Marks").

WHEREAS, in connection with the Asset Purchase Agreement, Licensor agreed to grant Licensee an exclusive license for use and exploitation of the Licensed Marks in connection with the Business as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
TERM AND TERMINATION

1 . 1 Term. The term of this Agreement and the rights granted and obligations assumed hereto, shall commence on the Closing Date and shall endure and remain in full force in perpetuity.

1.2 Termination. Notwithstanding anything contained in Section 1.1 to the contrary, this Agreement may be terminated at any time as follows:

(a) with the mutual consent of Licensor and Licensee;

(b) by Licensor upon termination by Licensee of any Executive Employment Agreement under circumstances other than for Cause;

(c) by Licensor, if it is not then in material breach of its obligations under the Asset Purchase Agreement and if (A) any of Licensee's representations and warranties contained in the Asset Purchase Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) of the Asset Purchase Agreement would not be satisfied, or (B) any of Licensee's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) of the Asset Purchase Agreement would not be satisfied; provided, however, that Licensor shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Licensee unless Licensee fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Licensor of such inaccuracy or breach.

ARTICLE 2
LICENSE GRANT AND RIGHTS

2.1 License.

(a) Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, subject to the terms and conditions hereinafter set forth, a non-transferrable, exclusive, perpetual, royalty free, fully paid up, worldwide license to use and commercially exploit the Licensed Marks in connection with the Purchased Assets and the Business.

(b) The license granted in Section 2.1(a) above shall extent to the use of any of the Licensed Marks in connection with the distribution or other commercialization of any photograph, video, television broadcast, online distribution, electronic gamming, or other form of audio visual media format or transmission now known or in the future conceived, bearing the Licensed Marks.

2.2 Bankruptcy; Abandonment. As sole and exclusive owner of the Licensed Marks, Licensor agrees that in the event of bankruptcy, or appointment of a receiver or trustee for conserving or distributing its assets for the benefit of creditors the Licensed Marks shall, without notice, become the sole and exclusive property of Licensee, as of ninety-one (91) days prior to such event, and any and all rights of every kind and nature of Licensor in and to the Licensed Marks shall terminate.

ARTICLE 3
ENFORCEMENT OF RIGHTS

3.1 Joint Enforcement. Upon discovery of any infringement of the Licensed Marks at the option of either Licensor or Licensee, appropriate legal action in connection therewith shall be undertaken either jointly or separately by Licensor and Licensee. In the event that such action is taken jointly, each party shall contribute equally to the expenses of any such action. If any damages for infringement are awarded by a final decree or judgment to Licensor and Licensee, then after deducting all expenses arising from the litigation and reimbursing each contributing party for its contributions, the remainder shall be divided equally among the contributing parties.

3.2 Independent Enforcement. If one party shall not wish to join or continue in any such action, but the other party shall wish to institute or continue such action, said one party shall render all reasonable assistance to the other party in connection therewith at said other party's expense and said other party shall be entitled to retain all recoveries with respect to such action.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF LICENSOR

Licensor hereby represents and warrants to Licensee as follows:

4.1 Ownership. Licensor is the sole and exclusive owner of the Licensed Marks.

4.2 Authority. Licensor is authorized to grant the rights conferred hereby.

4 . 3 No Violation. The execution and delivery of this Agreement, the granting of the rights contained herein and the use of the Licensed Marks in accordance with the terms of this Agreement, will not violate any laws or regulations or violate or invalidate any agreement or documents to which Licensor is a party and by which Licensor is bound or to which the Licensed Marks is subject.

4.4 No Other Grants. To knowledge of Licensor, no person or entity is entitled to any claim for compensation from Licensee for the use of the Licensed Marks in accordance with the terms and conditions of this Agreement, and no Person or entity has been granted any right in or to the Licensed Marks or any part hereof, anywhere in the world.

4.5 Infringement. The Licensed Marks are not the subject of any pending adverse claim or, to the knowledge of Licensor, the subject of any threatened litigation or claim of infringement or misappropriation. To Licensor's knowledge, the Licensed Marks do not infringe on any Intellectual Property Rights of any third party.

ARTICLE 5
MISCELLANEOUS

5 . 1 Incorporation by Reference. Sections 12.1, 12.3, 12.5,12.7 through 12.13, 12.15, 12.17 and 12.18 of the Asset Purchase Agreement are hereby incorporate by reference provided that all references to Seller shall be deemed to refer to Licensor and all references to Buyer shall be deemed to refer to Licensee.

[*Signature Page to Trademark License Agreement Follows*]

[*Signature Page to Trademark License Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

LICENSOR:

CFFC PROMOTIONS, LLC

By: /s/ Robert J. Haydak
Name: Robert J. Haydak
Title: CEO

LICENSEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Exhibit G

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Members of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit H

OFFICER'S CERTIFICATE
OF
CFFC PROMOTIONS, LLC

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) he is the Chief Executive Officer of Seller, and

(b) each of the conditions specified in clauses (a) through (j) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Members contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Members contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

CFFC PROMOTIONS, LLC

By: _____
Name: Robert J. Haydak
Title: Chief Executive Officer

Schedules to CFFC Asset Purchase Agreement

Schedule 2.1 **Permitted Encumbrances**

None

Schedule 2.1(c) **Equipment**

CFFC branded fighter equipment, gloves, fight matt
CFFC Cage, trusses and related equipment
CFFC Signage
1983 45' 2 Axel Trailer VIN No. 1GRAH 8421D B0670 04 Z

Schedule 2.1(d) **Assumed Contracts**

Agreement by and between CFFC and Marina District Development Company, LLC d/b/a/ Borgata Hotel Casino & Spa dated October 8, 2014 as amended by Addendum dated November 4, 2015

Programming Agreement by and between CSTV Networks, Inc., d/b/a CBS Sports Network and CFFC dated January 14, 2016

Multifight Bout Agreements by and between CFFC and each of the following Professional MMA Fighters:

Aaron Bicking
Alexander Keshtov
Anthony Durnell
Anthony Terrel Smith
Azunna "Zu" Anyanwu
Bill Algeo
Brett Martinez
Chris Daukaus
Corey Bleaken
Craig Johnson
Dan Spohn
Darrel Horcher
Dave Marfone
Derek Brenon
Duane Bastress
Emmanuel Walo
Eric Albright
Evan Velez
Jamelle Jones
Jason "Jay" Coleman
Jayro Martinez
Jim Dewar
Jimmy Grant
Jon Delbrugge
Jordan Morales
Josh Mayville
Justin Bonitatis
Katlyn Chookagian
Kris Gratalo
Lester Caslow
Lyman Good
Marc Stevens
Micah Terrill
Mike Liberto
Nah-Shon Burrell
Nick Willey
Plinio Cruz
Ricky Bandejas
Robert Fabrizi

Ronald Stallings
Ruslan Melikov
Ryan Cafaro
Ryan Patrovich
Sean Santella
Sergio De Bari
Shane Burgos
Shawn Teed
Shedrick Goodridge
Stephen Regman
Tim Kunkel
Tim Lutke
Tony Gravely
Trever Suter

Schedule 2.1(e) **Real Estate Leases**

None

Schedule 2.1(n) **Additional Assets**

None

Schedule 2.2 **Excluded Assets**

None

Schedule 3.4 **Allocation of Purchase Price**

As set forth in the Buyer's Registration Statement on Form S-1 to which this Agreement is an Exhibit

Schedule 5.3 **Equipment and other Purchased Assets**

None

Schedule 5.4 **Title**

None

Schedule 5.5 **Intellectual Property**

All copyrights in the CFFC MMA video fight library

Schedule 5.6 **Litigation**

None

Schedule 5.7 **Required Consents**

None

Schedule 5.10 **Contract Exceptions**

None

Schedule 5.12 **Scope of Rights in Purchased Assets**

None

Schedule 5.13 **Compliance with Laws**

None

Schedule 5.14 **Financial Statements**

Attached

Schedule 5.15 **Certain Changes**

None

Schedule 5.16 **Employee Plans**

None

Schedule 5.17 **Business Employees**

The Selling Members are the Seller's sole employees all other labor is provided on an independent contractor basis for each event and the contractor is issued an IRS Form 1099 reflecting compensation for such services

Schedule 5.18 **Labor Relations**

None

Schedule 5.19 **Customers and Suppliers**

Purchasers of event tickets are Seller's primary customers. Seller has sponsorship revenue from the following:

Alienware
Yuenling
Party Poker
MHP
Borgata

Schedule 5.20 **Conflicts**

None

Schedule 6.3 **Buyer Consents**

None

Schedule 7.1 **Compensation Covenant**

None

Exhibit 10.4

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date"), is entered into by and among PUNCH DRUNK, INC., a Washington corporation d/b/a COMBAT GAMES MMA (" Seller"), Joe DeRobbio, an individual and resident of the State of Washington ("DeRobbio"), and Jason Robinett, an individual and resident of the State of Washington ("Robinett" with each of DeRobbio and Robinett each a "Selling Stockholder" and collectively the "Selling Stockholders"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller is engaged in promoting and conducting mixed martial arts events at various venues under the "Combat Games MMA" brand (as more particularly defined herein, the "Business"); and

WHEREAS, the Buyer desires to purchase the assets of Seller and approximately six other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the " Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act");

WHEREAS, the Selling Stockholders own all of the issued and outstanding equity interests of Seller; and

WHEREAS, the Selling Stockholders and the Seller wish to provide for the sale of substantially all of the assets and property rights now owned and held by the Seller that are used or usable in the Business to the Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Accounts Receivable" has the meaning set forth in Section 2.1(b).

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit A.

"Assumed Contracts" has the meaning set forth in Section 2.1(d).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bill of Sale, Conveyance and Assignment" means the Bill of Sale, Conveyance and Assignment in substantially the form attached hereto as Exhibit B.

"Business" means the business of promoting, sponsoring and otherwise commercializing mixed martial arts events including live, televised and pay-per-view events and the commercial exploitation of related products and services at such events, under the "Combat Games MMA" brand, and for purposes of any non-compete or non-solicitation provision of this Agreement or any other Transaction Document, any similar business regardless of the name such business is conducted under. For purposes of clarification, the Business shall not be deemed to include the Gym Business or the Training Business.

"Business Day" means any day of the year on which national banking institutions in Washington are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"Buyer" has the meaning set forth in the preamble hereto.

"Claim" has the meaning set forth in Section 10.4.

"Claim Notice" has the meaning set forth in Section 10.4.

"Claimed Amount" has the meaning set forth in Section 10.4.

"Closing" means the closing of the purchase and sale of the Purchased Assets contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Code" has the meaning set forth in Section 3.4.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock of Buyer $0.001 par value per share.

"Confidential Information" has the meaning set forth in Section 12.3.

"Employee Plan" has the meaning set forth In Section 5.16.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Equipment" has the meaning set forth in Section 2.1(c).

"Excluded Assets" has the meaning set forth in Section 2.2.

"Executive Employment Agreement" means the Executive Employment Agreement entered into by and between Buyer and DeRobbio in substantially the form attached hereto as Exhibit C.

"Fighter Contract" has the meaning set forth in Section 5.21.

"Final Purchase Price Allocation" has the meaning set forth in Section 3.4.

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Gross Profit" has the meaning set forth in Section 3.2.

"Gym Business" means the business of operating NorthShore MMA Academy located in Woodinville, WA which is owned by DeRobbio and any successor to such business.

"Indemnified Person" has the meaning set forth in Section 10.3(a).

"Indemnifying Person" has the meaning set forth in Section 10.3(a).

"Intellectual Property Rights" means all intellectual property and other proprietary rights, protected or protectable, under the laws of the United States or any political subdivision thereof, including, without limitation (i) copyrights (including but not limited to all copyrights in Seller's MMA event video library and fighter photographs and other copyrighted works); (ii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iii) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; and (iv) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iii) above. For purposes of clarification, Intellectual Property Rights shall not include any trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers together with all goodwill associated therewith which are licensed by Seller to Buyer pursuant to the Trademark License Agreement.

"Intellectual Property Transfer Agreement" means the Intellectual Property Transfer Agreement in substantially the form attached hereto as Exhibit D.

"Inventory" has the meaning set forth in Section 2.1(h).

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"IPO Price" means the price to the public reflected in the prospectus of the Buyer relating to the IPO that is first filed by the Buyer with the Commission pursuant to Rule 424(b) promulgated under the Securities Act.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Liability" has the meaning set forth in Section 2.3.

"Lock-Up Agreement" means that certain Lock-Up Agreement entered into by and among Selling Stockholder, the Buyer and the underwriters participating in the IPO in substantially the form executed by each Person serving as an officer, director or 1% shareholder of Buyer or being issued shares of Common Stock in connection with the Target Company Transactions restricting the sale, transfer (other than for estate planning purposes), or other disposition of Common Stock held by such Person for a period of 180 days from the Closing Date.

"Losses" has the meaning set forth in Section 10.4.

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means that certain Non-Competition and Non-Solicitation Agreement in substantially the form attached hereto as Exhibit E.

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Assignment and Assumption Agreement, the Bill of Sale, Conveyance and Assignment, the Intellectual Property Transfer Agreement, the Non-Competition and Non-Solicitation Agreement, the Executive Employment Agreement, and the Trademark License Agreement.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to Seller in connection with the Business.

"Permitted Encumbrances" means (i) Encumbrances set forth on Schedule 2.1, (ii) the Assumed Liabilities and any Encumbrances securing the same, (iii) any Encumbrance in favor of a Person claiming by or through Buyer, (iv) any Encumbrance which will be released at Closing, and (v) the lien for ad valorem taxes not yet due or payable.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trademark License Agreement" means that certain Trademark License Agreement in substantially the form attached hereto as Exhibit F.

"Training Business" means the business of training MMA fighters and other MMA professionals.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Third Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Transferred Intellectual Property" has the meaning set forth in Section 2.1(k).

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. Generally Accepted Accounting Principles.

"1060 Forms" has the meaning set forth in Section 3.4.

ARTICLE 2
PURCHASE AND SALE

2 . 1 Agreements to Purchase and Sell. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances (except the Permitted Encumbrances), all of Seller's right, title and interest in and to all of the properties, assets, and other rights of every kind and nature, whether tangible or intangible, real or personal, owned, leased, licensed or otherwise held by Seller as of the Closing, in each case to the extent primarily relating to or used in the Business regardless of where such assets are located (collectively, the "Purchased Assets"), including but not limited to the following:

(a) all cash needed to conduct the Seller's first scheduled promotion following the Closing;

(b) all accounts receivable, notes and notes receivable and other receivables (whether or not billed) relating to the Business (collectively, the "Accounts Receivable") to the extent needed to satisfy Seller's cash outlays for its first scheduled promotion following the Closing;

(c) Other than as set forth on Schedule 2.1(c), all lighting, trusses, machinery, tools, spare parts, vehicles furniture, fixtures, fighter cages and other equipment and other tangible personal property (excluding Inventory) of the Business (collectively, the "Equipment"), including such Equipment identified on Schedule 2.1(c), and all transferrable warranties and guarantees, if any, express or implied, existing for the benefit of Seller in connection with the Equipment;

(d) all contracts and agreements of Seller, to the fullest extent assignable, including, without limitation, leases, licenses, sponsorship agreements, agreements with fighters and managers, employment agreements, non-competition and non-solicitation agreements, agreements with event venues, open quotations and bids from or to Seller's suppliers, customers or potential customers, and other agreements, whether oral or written, relating to or used in the Business, including those identified on Schedule 2.1(d) (collectively, the "Assumed Contracts");

(e) all rights under the all leases and subleases of real property relating to or used in the Business and listed on Schedule 2.1(e) ("Real Estate Leases");

(f) all deposits, prepayments and prepaid expenses or other similar current assets used in the Business;

(g) all transferable approvals, authorizations, certifications, consents, variances, permissions, licenses and Permits to or from, or filings, notices or recordings to or with, any Governmental Authority used in the Business;

(h) all inventory, including all raw materials, work-in-process, finished goods, packaging materials, office supplies, maintenance supplies, spare parts and similar items used or intended for use in connection with the Business ("Inventory");

(i) all leasehold improvements constructed by Seller or provided by landlords for Seller, subject to the rights and obligations under the Real Estate Leases;

(j) all sales and marketing information, including all customer records and sales history with respect to customers (including invoices), sales and marketing records, price lists, documents, correspondence, studies, reports, and all other books, ledgers, files, and records of every kind, tangible data, customer lists (including appropriate contact information), vendor and supplier lists, service provider lists, promotional literature and advertising materials, catalogs, data books and records, of the Seller, relating to the Business;

(k) all Intellectual Property Rights related to the Business, including the goodwill of the business related thereto (collectively, the "Transferred Intellectual Property");

(l) all records, reports and information files of Seller relating to the Business (including business development and development history files);

(m) all claims, warranties, guarantees, refunds, causes of action, defenses, counterclaims, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (including rights to insurance proceeds) related to the Business, received after the Closing Date with respect to damage, non-conformance of or loss to the Purchased Assets, except for any of the foregoing to the extent they arise under the Excluded Assets;

(n) to the extent transferable, all telephone and facsimile numbers and Internet domain addresses, in each case related to the Purchased Assets, including, without limitation, those described on Schedule 2.1 (n);

(o) all other assets used in connection with the Business and not retained by Seller pursuant to Section 2.2.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer or assign, and Buyer shall not purchase or otherwise acquire, the following assets of Seller (such assets being collectively referred to hereinafter as the "Excluded Assets"):

(a) all rights of Seller arising under this Agreement, the Other Agreements or from the consummation of the transactions contemplated hereby or thereby;

(b) all corporate minute books, stock records and Tax returns (including all work papers relating to such Tax returns) of Seller and such other similar corporate books and records of Seller as may exist on the Closing Date;

(c) all claims and rights to refunds of Taxes paid by or on behalf of Seller;

(d) all assets of any employee benefit plan, arrangement, or program maintained or contributed to by Seller;

(e) all licenses and approvals of any Governmental Authority related to the Business that are personal to Seller and non-transferrable (provided that all MMA promotion licenses needed to conduct the Business will be transferred to or associated with the Buyer to the extent permitted by the relevant Governmental Authority);

(f) all employee, personnel and other records that Seller is required by Law to retain in its possession;

(g) all capital stock held in treasury;

(h) notes receivable from employees or shareholders of Seller; and

(i) the items set forth on Schedule 2.2.

2.3 Liabilities of Seller; Assumed Liabilities. Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of Seller of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Purchased Assets, the Business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, Taxes, warranty or personal injury claims accrued prior to the Closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of Seller. Notwithstanding the foregoing, on the Closing Date, Buyer shall assume and agrees to timely pay, perform and discharge the following Liabilities of Seller (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the Closing Date under the Assumed Contracts, other than any Liability arising out of or relating to a breach of any Assigned Contract that occurred prior to the Closing Date; and

(b) all Liabilities or other claims related to the Business, that arise from acts performed by, or omissions of, Buyer after the Closing Date or that arise from ownership and operation of the Purchased Assets and Business after the Closing Date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

2.4 Procedures for Purchased Assets not Transferable. If any property or other rights included in the Purchased Assets are not assignable or transferable either by virtue of the provisions thereof or under applicable law without the consent of some third party or parties, Seller shall use its commercially reasonable efforts to obtain such consents after the execution of this Agreement, but prior to the Closing, and Buyer shall use its commercially reasonable efforts to assist in that endeavor. If any such consent cannot be obtained prior to the Closing and the Closing occurs, this Agreement, the Other Agreements and the related instruments of transfer shall not constitute an assignment or transfer of the Purchased Asset regarding which such consent was not obtained and Buyer shall not assume Seller's obligations with respect to such Purchased Asset, but Seller shall use its commercially reasonable efforts to obtain such consent as soon as reasonably possible after the Closing or otherwise obtain for Buyer the practical benefit of such property or rights and Buyer shall use its commercially reasonable efforts to assist in that endeavor. For purposes of this Section 2.4 only and not for the purposes of the rest of this Agreement, commercially reasonable efforts shall not include any requirement of either party to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party. So long as Seller and the Selling Stockholders satisfy their obligations under this Section 2.4 with regard to any property or rights not assignable or transferable and the Closing occurs, there shall be no offset or indemnification for (i) a failure of a third party to consent to an assignment, or (ii) any other cause outside Seller and Selling Stockholders control preventing assignment.

ARTICLE 3
PURCHASE PRICE

3 . 1 Purchase Price. The purchase price ("Purchase Price") for the Purchased Assets shall be $420,000, subject to the Earn Out adjustment pursuant to Section 3.2.

3 . 2 Adjustments to Purchase Price. To the extent the Gross Profit generated from the Purchased Assets exceeds $80,000 for the full calendar year following the Closing, the Purchase Price will be adjusted upward proportionately such that each additional dollar of Gross Profit in excess of $80,000 will increase the Purchase Price by seven (7) dollars (the "Earn Out"). The Earn Out will be computed by the Company and confirmed by its accountants in the quarter following the full calendar year following the Closing. The methodology (including allocations of corporate revenue and expenses to the Purchased Assets and the Business) for determining the Earn Out will be consistently applied by Buyer to each of the Target Companies. Buyer will apply an allocation of any corporate revenues that are generated in whole or in part by the Purchased Assets or the Business to the Purchased Assets and the Business, and such allocation shall be commercially reasonable and proportionate in relation to the other Target Companies. The Earn Out will be paid to the Selling Stockholders, in proportion to their ownership interests in Seller, in shares of Common Stock valued at the lesser of (i) the IPO Price and (ii) the trailing 20 day VWAP for the Common Stock on the Trading Market as reported by Bloomberg, L.P. as of the date Buyer reports its quarterly report on Form 10-Q for the quarter following the full calendar year following the Closing. As used in this Agreement and the Other Agreements, "Gross Profit" means total revenue minus the cost of revenue as determined by US GAAP, consistently applied. THE SELLER ACKNOWLEDGES THAT DEROBBIO'S SALARY WILL BE DEEMED AN EXPENSE OF THE BUSINESS AND SHALL BE INCLUDED IN COST OF REVENUE FOR PURPOSES OF DETERMINING THE EARN OUT.

3.3 Payment of Purchase Price. The Purchase Price shall be paid as follows :

(a) to the Selling Stockholders, in proportion to their ownership interests in Seller, eighty thousand dollars ($80,000) in cash; and

(b) to the Selling Stockholders in proportion to their ownership interests in Seller, the number of shares of Common Stock (rounded to the nearest whole number) equal to $340,000 divided by the IPO Price.

3 . 4 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets and the Assumed Liabilities in accordance with Schedule 3.4 (the "Final Purchase Price Allocation"), which has been prepared in accordance with the rules under Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent the Purchase Price is adjusted under Section 3.2, the parties shall adjust the Final Purchase Price Allocation consistent with Schedule 3.4 and the rules under Section 1060 of the Code to reflect such adjustment to the Purchase Price. The parties recognize that the Purchase Price does not include Buyer's acquisition expenses and that Buyer will allocate such expenses appropriately. The parties agree to act in accordance with the computations and allocations contained in the Final Purchase Price Allocation in any relevant Tax returns or filings (including any forms or reports required to be filed pursuant to Section 1060 of the Code or any provisions of local, state and foreign law ("1060 Forms")), and to cooperate in the preparation of any 1060 Forms and to file such 1060 Forms in the manner required by applicable law. Neither Buyer nor Seller shall take any position (whether in audits, Tax returns, or otherwise) that is inconsistent with the Final Purchase Price Allocation unless required to do so by applicable law.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Purchased Assets and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Purchased Assets and Seller and Buyer shall execute and Seller shall deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Purchased Assets or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price, Assumption of Assumed Liabilities and Buyer's Closing Deliveries. In consideration for the transfer of the Purchased Assets and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller the Bill of Sale, Conveyance and Assignment and the Assignment and Assumption Agreement, whereby Buyer assumes the Assumed Liabilities, and each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

(c) Notification of transfer of Purchased Assets. At or before the Closing, Seller will notify all parties to the contracts specified on Schedule 5.7 hereto of the transfer of the Purchased Assets to Buyer and provide copies of such notices to Buyer.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE SELLING STOCKHOLDERS

Seller and the Selling Stockholders, jointly and severally, represent and warrant to Buyer as follows:

5 . 1 Organization. Seller is a corporation duly organized and validly existing in good standing under the laws of the State of Washington, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of its Business makes such qualification necessary, except as to jurisdictions where the failure to qualify would not reasonably be expected to have a material adverse effect on the Business of the Seller or the Purchased Assets, and has all requisite corporate power and authority to own, lease and operate the Purchased Assets and to carry on its Business, as now being conducted.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.7, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Purchased Assets under (i) any provision of its certificate of incorporation, by-laws or other organizational documentation of Seller, (ii) any material agreement or instrument to which Seller is a party or by which it or its properties are bound, (iii) any authorization, judgment, order, award, writ, injunction or decree of any Governmental Authority which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, or (iv) any applicable law, statute, ordinance, regulation or rule which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, and, will not result in the creation or imposition of any Encumbrance on any of the Purchased Assets. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5.3 Equipment and other Purchased Assets. Other than as set forth on Schedule 5.3, the Equipment and other Purchased Assets owned by, in the possession of, or used by Seller, in connection with the Business is in good condition and repair, ordinary wear and tear excepted, and is usable in the ordinary course of business.

5 . 4 Title. Other than as set forth on Schedule 5.4, the Purchased Assets are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances other than Permitted Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Purchased Assets, free and clear of all Encumbrances, except for the Permitted Encumbrances and Assumed Liabilities, and subject to obtaining any consents of Persons listed on Schedule 5.7.

5.5 Intellectual Property. Identified on Schedule 5.5 is a complete and accurate list of all Intellectual Property Rights used by Seller in the Business. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is owned free and clear of all Encumbrances or has been duly licensed for use by Seller and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, the Seller has not violated the terms of any license pursuant to which any part of the Transferred Intellectual Property has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.5, the Transferred Intellectual Property does not infringe on any Intellectual Property Rights of any third party. To the Seller's knowledge the Transferred Intellectual Property together with the rights granted under the Trademark License Agreement constitutes all of the Intellectual Property Rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5, the Transferred Intellectual Property will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5.6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of Seller threatened, (i) arising out of or relating to any aspect of the Business, or any part of the Purchased Assets, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving Seller, its shareholders, or the officers, directors or employees of Seller in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except as set forth on Schedule 5.7, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5.8 Brokers, Etc. No broker or investment banker acting on behalf of Seller or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Seller.

5.9 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Purchased Assets (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

5.10 Assumed Contracts. All current and complete copies of all Assumed Contracts (which shall be deemed to include all Fighter Contracts) have been delivered to or made available to the Buyer. Except as set forth on Schedule 5.10, the Assumed Contracts are all in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under such Assumed Contracts on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Assumed Contracts, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.10, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Assumed Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.11 Tax Matters. In each case except as would not reasonably be expected to have a material adverse effect on the Purchased Assets:

(a) No failure, if any, of the Seller to duly and timely pay all Taxes, including all installments on account of Taxes for the current year, that are due and payable by it will result in an Encumbrance on the Purchased Assets;

(b) There are no proceedings, investigations, audits or claims now pending or threatened against the Seller in respect of any Taxes, and there are no matters under discussion, audit or appeal with any governmental authority relating to Taxes, which will result in an Encumbrance on the Purchased Assets;

(c) The Seller has duly and timely withheld all Taxes and other amounts required by law to be withheld by it relating to the Purchased Assets (including Taxes and other amounts relating to the Purchased Assets required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any employees, officers or directors and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by law to be remitted by it; and

(d) The Seller has duly and timely collected all amounts on account of any sales or transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales Taxes with respect to the Purchased Assets, required by law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by law to be remitted by it.

5.12 Scope of Rights in Purchased Assets. Except as set forth on Schedule 5.12, the rights, properties, and assets included in the Purchased Assets include substantially all of the rights, properties, and assets, of every kind, nature and description, wherever located, that Seller believes are necessary to own, use or operate the Business.

5.13 Compliance with Laws. Seller is in compliance with all laws applicable to the Business, except where the failure to be in compliance would not have a material adverse effect on the Purchased Assets or the Business. Seller has not received any unresolved written notice of or been charged with the violation of any laws applicable to the Business except where such charge has been resolved. Except as set forth on Schedule 5.13, there are no pending or, to the knowledge of the Seller, threatened actions or proceedings by any Governmental Authority, which would prohibit or materially impede the Business.

5.14 Financial Statements. Seller has provided to Buyer for inclusion in the Registration Statement copies of the audited balance sheet of the Seller at December 31, 2013 and December 31, 2014 and the related statements of income and cash flows for the years then ended (collectively, the "Audited Financial Statements") together with the unaudited balance sheet of the Seller at September 30, 2015 and the related statements of income and cash flows for the nine months then ended (referred to as the "Most Recent Financial Statements". Except as set forth on Schedule 5.14, such Audited Financial Statements and Most Recent Financial Statements have been compiled in accordance with U.S. GAAP and fairly present, in all material respects, the net assets of the Business at December 31, 2014 and for the nine months ended September 30, 2015 and the operating profit or loss of the Business.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, reflected in the Most Recent Financial Statements or set forth on Schedule 5.15, since December 31, 2014, (i) the Business has been conducted in all material respects in the ordinary course of business and (ii) neither Seller nor the Selling Stockholders have taken any of the following actions:

(a) sold, assigned or transferred any material portion of the Purchased Assets other than (i) in the ordinary course of business or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business or the Purchased Assets;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which Buyer will not be obligated following the Closing);

(d) except in the ordinary course of business, made any capital expenditures or commitments therefor with respect to the Business in an amount in excess of $50,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise), other than acquisitions that have not or will not become integrated into the Business;

(f) amended the terms of any existing Employee Plan, except for amendments required by Law;

(g) changed the Tax or accounting principles, methods or practices of the Business, except in each case to conform to changes required by Tax Law, in U.S. GAAP or applicable local generally accepted accounting principles;

(h) amended, cancelled (or received notice of future cancellation of) or terminated any Assumed Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by Seller to any Business Employee, or declared or paid, or committed to declare or pay, any bonus or other additional payment to and Business Employees, other than (A) payments for which Buyer shall not be liable after Closing, (B) customary compensation increases and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Assumed Contracts or Permits as and when due (except where contested in good faith or cured by Seller) under the terms of such Assumed Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business or the Purchased Assets, not covered by insurance;

(l) incurred any material claims relating to the Business or the Purchased Assets not covered by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, sold, assigned, transferred, pledged or otherwise placed an Encumbrance on any Purchased Asset, except in the ordinary course of business, as otherwise set forth herein or that will be released at Closing;

(n) transferred, granted, licensed, assigned, terminated or otherwise disposed of, modified, changed or cancelled any material rights or obligations with respect to any of the Transferred Intellectual Property, except in the ordinary course of business; or

(o) entered into any agreement or commitment to take any of the actions set forth in paragraphs (a) through (n) of this Section 5.15.

5.16 Employee Benefit Plans. Attached on Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of Seller (the "Employee Plans"). Each of the Employee Plans has been operated in accordance with its terms, does not discriminate (as that term is defined in the Code) and will, along with all other bonus plans, incentive or compensation arrangements provided by Seller to or for its employees, be terminated by Seller immediately following Closing. All payments due from Seller pursuant thereto have been paid.

5.17 Business Employees. Attached on Schedule 5.17 is a list of all employees of Seller (collectively, the "Business Employees"), their current salaries or compensation, a listing of commission arrangements, a list of commitments for future salary or compensation increases, and the last salary raise with dates and amounts. Schedule 5.17 lists all individuals with whom Seller has employment, consulting, representative, labor, non-compete or any other restrictive agreements. Except as set forth on Schedule 5.17, Seller has not entered into any severance or similar arrangement with respect of any Business Employee (or any former employee or consultant) that will result in any obligation (absolute or contingent) of Buyer or Seller to make any payment to any Business Employee (or any former employee or consultant) following termination of employment. For the avoidance of doubt, no fighter under a Fighter Contract shall be deemed a Business Employee, nor shall such person be construed as an independent contractor, or agent of the Seller or any Selling Stockholder under this Agreement or any Other Agreement.

5.18 Labor Relations. Except as set forth on Schedule 5.18, Seller has complied in all material respects with all federal, state and local laws, rules and regulations relating to the employment of labor including those related to wages, hours and the payment of withholding and unemployment Taxes. Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrearage of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.19 Sponsors, Vendors and Suppliers. Attached on Schedule 5.19 is a complete and accurate list of (i) the five (5) largest sponsors of Seller in terms of revenue during the period from January 1, 2014 through June 30, 2015, showing the approximate total amount of sponsorship revenue by Seller from each such sponsor during such period; and (ii) the five (5) largest vendors and suppliers (whether of production services, event venues, equipment, fighter managers, etc.) to Seller in terms of purchases or payments made by Seller to such vendor or supplier during the period from January 1, 2014 through June 30, 2015, showing the approximate total purchases or payments by Seller from each such supplier during such period. Except as set forth on Schedule 5.19 and to Seller's knowledge, as of the date of this Agreement there has been no adverse change in the business relationship of Seller with any sponsor or supplier named on Schedule 5.19 that is material to the Business or the financial condition of Seller.

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither Seller nor the Selling Stockholders have any direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding securities of corporations listed on a national securities exchange or registered under the Securities Exchange Act of 1934, as amended) in (i) any entity which does business with Seller or is competitive with the Business, or (ii) any property, asset or right which is used by Seller in the conduct of its Business.

5.21 Fighters Under Contract. Schedule 5.21 sets forth each agreement to which the Seller or Selling Stockholders is a party with any professional mixed martial arts fighter and the economic terms of each such agreement (each a "Fighter Contract"). Each Fighter Contract is in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under any such Fighter Contract on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Fighter Contract, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.21, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Fighter Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.22 Inventories. All Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, has been purchased in the ordinary course of business, is free from material defects, consists of goods of the kind, quantity and quality regularly used and sold in the Business. The Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, is merchantable and fit for its intended purpose and Seller has not, is not contemplating, nor has any reason to believe that a recall of such items or any items previously sold by Seller is necessary or warranted.

5.23 Accounts Receivable. All of the Accounts Receivable are (and as of the Closing Date will be) bona fide receivables subject to no counterclaims or offsets and arose in the ordinary course of business. At the Closing and except for Permitted Encumbrances, no person or entity will have any lien on such Accounts Receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment will have been made with respect to any such Accounts Receivable.

5.24 Insurance. Seller maintains (i) insurance on all the Purchased Assets covering property damage by fire or other casualty which it is customary for Seller to insure, (ii) insurance protection against all liabilities, claims, and risks against which it is customary for Seller to insure, and (iii) insurance for worker's compensation and unemployment, products liability, and general public liability. All of such policies are consistent with past practices of Seller. Seller is not in default under any of such policies or binders. Such policies and binders are in full force and effect on the date hereof and shall be kept in full force and effect through the Closing Date.

5.25 Payment of Debts. Except for those liabilities assumed by Buyer pursuant to Section 2.3, Seller has made adequate provisions for payments of the amount due to its creditors and shall pay the same at Closing or pursuant to their existing terms on or before the Closing.

5.26 Accuracy of Statements. No representation or warranty by Seller or Selling Stockholders in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Seller or Selling Stockholders that materially adversely affects the business, financial condition or affairs of the Business, Seller or Selling Stockholders. No representation made by a Selling Stockholders to Buyer during the due diligence process leading up to the execution of this Agreement on in connection with the other Target Company Transactions contained an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

5.27 Representations and Warranties of Buyer. Neither Seller nor any Selling Stockholder is aware of, or have discovered through due diligence, any breaches by Buyer of its representations and warranties made in Article 6 of this Agreement, which they have not disclosed to Buyer.

5.28 Sufficiency of Assets. Other than as set forth on Schedule 5.28, the Purchased Assets constitute all of the assets necessary to conduct the Business as it is conducted as of the date of this Agreement. Other than as set forth on Schedule 5.28 and/or as set forth explicitly in the terms of the Permit or Assumed Contracts, all Permits and Assumed Contracts, including those identified on Schedule 2.1(d) will be available for use by the Buyer on materially identical terms (i) as of the Closing and (ii) for one year following the Closing.

5.29 The Selling Stockholders.

(a) The Selling Stockholders have never (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such Selling Stockholders, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such Selling Stockholders' assets, (iv) admitted in writing such Selling Stockholders' inability to pay his or her debts as they become due, or (v) taken or been the subject of any action that may have an adverse effect on his ability to comply with or perform any of his covenants or obligations under any of the Other Agreements or which would require disclosure in the Registration Statement.

(b) Selling Stockholders are not subject to any Order or is bound by any agreement that may have an adverse effect on his ability to comply with or perform any of his or her covenants or obligations under any of the Other Agreements. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of Selling Stockholders to comply with or perform any of his covenants or obligations under any of the Other Agreements. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.30 Investment Purposes.

(a) Seller and Selling Stockholders (i) understand that the shares of Common Stock to be issued to Seller pursuant to this Agreement have not been registered for sale under any federal or state securities Laws and that such shares are being offered and sold to Seller pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agree that Seller is acquiring such shares for its own account for investment purposes only and without a view to any distribution thereof other than to the Selling Stockholders as permitted by the Securities Act and subject to the Lock-Up Agreement, (iii) acknowledge that the representations and warranties set forth in this Section 5.30 are given with the intention that the Buyer rely on them for purposes of claiming such exemption from registration, and (iv) understand that they must bear the economic risk of the investment in such shares for an indefinite period of time as such shares cannot be sold unless subsequently registered under applicable federal and state securities Laws or unless an exemption from registration is available therefrom.

(b) Seller and Selling Stockholders agree (i) that the shares of Common Stock to be issued to Seller pursuant to this Agreement will not be sold or otherwise transferred for value unless (x) a registration statement covering such shares has become effective under applicable state and federal securities laws, including, without limitation, the Securities Act, or (y) there is presented to the Buyer an opinion of counsel satisfactory to the Buyer that such registration is not required, (ii) that any transfer agent for the Common Stock may be instructed not to transfer any such shares unless it receives satisfactory evidence of compliance with the foregoing provisions, and (iii) that there will be endorsed upon any certificate evidencing such shares an appropriate legend calling attention to the foregoing restrictions on transferability of such shares.

(c) Seller and Selling Stockholders (i) are aware of the business, affairs and financial condition of the Buyer and the other Target Companies, and have acquired sufficient information about the Buyer and the other Target Companies, the IPO and the Target Company Transactions to reach an informed and knowledgeable decision to acquire the shares of Common Stock to be issued to Seller pursuant to this Agreement, (ii) have discussed the Buyer's plans, operations and financial condition with the Buyer's officers, (iii) have received all such information as they have deemed necessary and appropriate to enable them to evaluate the financial risk inherent in making an investment in the shares of Common Stock to be issued pursuant to this Agreement, (iv) have sufficient knowledge and experience in financial and business matters and in the business of conducting mixed martial arts promotions so as to be capable of evaluating the merits and risks of their investment in Common Stock, and (v) are capable of bearing the economic risks of such investment.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and the Selling Stockholders as follows:

6.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6 . 2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Buyer to consummate the transactions contemplated hereby.

6 . 4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Buyer; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Buyer is a party which breach or default would have a material adverse effect on the business or financial condition of Buyer or their ability to consummate the transactions contemplated hereby; or (iii) a violation by Buyer of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Buyer or its ability to consummate the transactions contemplated hereby.

6.5 Brokers, Etc. No broker or investment banker acting on behalf of Buyer or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Buyer. All underwriting discounts and fees incident to the IPO will be paid by Buyer.

6.6 Accuracy of Statements. No representation or warranty by Buyer in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Buyer that materially adversely affects the business, financial condition or affairs of the Buyer.

6 . 7 Representations and Warranties of Seller and the Selling Stockholders . Buyer is not aware of, nor has discovered through due diligence, any breaches by Seller or Selling Stockholders of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to Seller and the Selling Stockholders.

6.8 Capitalization. The authorized capital stock of the Buyer consists of (i) 45,000,000 shares of Common Stock, of which on the date hereof 5,289,136 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share, of which on the date hereof and on the Closing Date no shares are issued and outstanding. Other than shares of Common Stock sold in the IPO or issued in connection with the Target Company Transactions, and set forth in the Registration Statement no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of the Company is authorized or outstanding. The Company does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of the Company. The Company does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Company. At the Closing, the shares of Common Stock to be issued to Seller as consideration for the Purchase Price will be duly authorized, validly issued, fully paid and non-assessable.

6.9 Consideration to Target Companies. The majority of the consideration paid to each Target Company in the Target Company Transactions is shares of Common Stock. All rights, preferences, and privileges of each Target Company with respect to the Common Stock issued to each Target Company in the Target Company Transactions are identical. Other than restrictions on transfer imposed under the Securities Act or the Lock-Up Agreement, there are no restrictions on the sale or transfer of the Common Stock issued to the Selling Stockholders hereunder.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Selling Stockholders, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7 . 1 Compensation. Except in the ordinary course of business or as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by Seller, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

7.2 Encumbrance of Assets. Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the Purchased Assets or other assets of Seller, exclusive of liens arising as a matter of law in the ordinary course of business as to which there is no known default;

7.3 Incur Liabilities. Not take any action which would cause Seller to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business or which will be paid at Closing;

7.4 Disposition of Assets. Not sell or transfer any of the Purchased Assets or any other tangible or intangible assets of Seller or cancel any debts or claims, except in each case in the ordinary course of business;

7.5 Executory Agreements. Except for modifications in connection with extensions of existing agreements in the ordinary course of business, not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the executory agreements of Seller including, without limitation, any Fighter Contracts, agreements with vendors, televisions or media partners, event sponsors or event venue providers except as otherwise approved by Buyer in writing, which consent will not be unreasonably withheld or delayed;

7.6 Material Transactions. Not enter into any transaction material in nature or amount without the prior written consent of Buyer, except for transactions in the ordinary course of business;

7.7 Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements;

7.8 Preservation of Business. Use its best efforts to preserve the Purchased Assets, keep in faithful service the present officers and key employees of Seller (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with Seller;

7.9 Investigation. Allow, during normal business hours, Buyer's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to Seller in the possession of Seller, its officers, directors, employees, auditors or counsel, in order that Buyer may have full opportunity to make such investigation as it may desire of the properties and Business of Seller;

7.10 Compliance with Laws. Comply in all material respects with all Laws applicable to Seller or to the conduct of its Business;

7.11 Notification of Material Changes. Provide Buyer's representatives with prompt written notice of any material and adverse change in the condition (financial or other) of Seller's assets, liabilities, earnings, prospects or business which has not been disclosed to Buyer in this Agreement; and

7 . 1 2 Cooperation. Cooperate fully, completely and promptly with Buyer in connection with (i) securing any approval, consent, authorization or clearance required hereunder, or (ii) satisfying any condition precedent to the Closing without additional cost and expense to Seller unless such action is otherwise the obligation of Seller.

7.13 Accounting Matters and Registration Statement. Cooperate fully, completely and promptly with Buyer, its counsel, and all auditors in connection with the Registration Statement, including using best efforts to provide Buyer at Seller's expense with all Seller financial statements required by Regulation S-X promulgated under the Securities Act for inclusion in the Registration Statement.

Nothing in this Agreement shall prohibit Seller from paying dividends and other distributions to the Selling Stockholders.

ARTICLE 8
CONDITIONS TO CLOSING

8 . 1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True . The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit G attached hereto, executed by the Chief Executive Officer of Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price and assumed the Assumed Liabilities as provided in Section 4.2(b).

(d) No Action or Proceeding . No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

(g) IPO. Buyer shall have completed the IPO

8 . 2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller and the Selling Stockholders hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True . The representations and warranties of Seller and the Selling Stockholders contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller and the Selling Stockholders contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Purchased Assets or the Business taken as a whole, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit H attached hereto, executed by the Chief Executive Officer of Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding . No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Other Agreements. Seller and the Selling Stockholders shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Material Adverse Change. There shall not have been a material adverse change in the Seller's business, financial condition, prospects, assets or operations relating to the Purchased Assets or the Business, taken as a whole, except to the extent such material adverse change arises from or relates to: (i) any change in economic, business or financial market conditions in the United States or regions in which the Business operates, (ii) changes in any Laws or in accounting rules or standards; (iii) any natural disaster, act of terrorism or war, or the outbreak of hostilities, or any other international or domestic calamity or crisis; (iv) any action taken or not taken with the prior written consent of the Purchaser or required or expressly permitted by the terms of this Agreement; (v) the pendency of this Agreement and the transactions contemplated hereby or (vi) any existing event, circumstance, change or effect with respect to which the Buyer has knowledge as of the date of this Agreement.

(f) Non-Competition and Non-Solicitation Agreements. The Selling Stockholders shall have entered into a Non-Competition and Non-Solicitation Agreement with the Buyer in substantially the form attached hereto as Exhibit F.

(g) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

(h) IPO. Buyer shall have completed the IPO.

(i) Available Cash at Closing. The amount of cash acquired at Closing pursuant to Section 2.1(a) shall be at a minimum sufficient to conduct the Seller's next scheduled event consistent with past practice and utilizing solely the Purchased Assets.

(j) Satisfaction of Encumbrances. Seller shall deliver a payoff letter or similar documentation, in form reasonably acceptable to Buyer, terminating any Encumbrance on any of the Purchased Assets, together with executed UCC-2 or UCC-3 termination statements (or any other applicable termination statement) executed by each Person holding Encumbrances on any Purchased Asset.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Purchased Assets for all periods prior to Closing and shall preserve all such information, records and documents until the later of: (a) six (6) years after the Closing; (b) the expiration of all statutes of limitations for Taxes for periods prior to the Closing, or extensions thereof applicable to Seller and its shareholders for Tax information, records or documents; or (c) the required retention period for all government contract information, records or documents. Prior to destroying any records related to Seller for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Tax Matters.

(a) Bifurcation of Taxes. Seller and its Affiliates shall be solely liable for all Taxes imposed upon Seller attributable to the Purchased Assets for all taxable periods ending on or before the Closing Date. Buyer and its Affiliates shall be solely liable for any Taxes imposed upon Buyer attributable to the Purchased Assets for any taxable year or taxable period commencing after the Closing Date.

(b) Transfer Taxes. Buyer and Seller shall each pay one-half of any and all sales, use, transfer and documentary Taxes and recording and filing fees applicable to the transfer of the Purchased Assets.

(c) Cooperation and Records. After the Closing Date, Buyer and Seller shall cooperate in the filing of any Tax returns or other Tax-related forms or reports, to the extent any such filing requires providing each other with necessary relevant records and documents relating to the Purchased Assets. Seller and Buyer shall cooperate in the same manner in defending or resolving any Tax audit, examination or Tax-related litigation. Buyer and Seller shall cooperate in the same manner to minimize any transfer, sales and use Taxes. Nothing in this Section shall give Buyer or Seller any right to review the other's Tax returns or Tax related forms or reports.

(d) Bulk Sales Laws. Seller and Buyer waive compliance with bulk sales laws for Tax purposes.

9.3 Post-Closing Delivery. Subject to the provisions of Section 4.2, Seller agrees to arrange for physical delivery to Buyer, of the tangible Purchased Assets in Seller's possession. Buyer and Seller acknowledge that title and risk of loss with respect to all Purchased Assets shall pass to Buyer at Closing. Seller agrees to use commercially reasonable efforts to preserve and maintain the tangible Purchased Assets in good working condition and to protect such Purchased Assets against damage, deterioration and other wasting. All Intellectual Property (in particular all MMA video content) comprising the Purchased Assets will be delivered to Buyer in electronic form consistent with common industry practice.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller and the Selling Stockholders. Seller and Selling Stockholders hereby jointly and severally agree to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) in respect of the following:

(a) Losses resulting in bodily injury, wrongful death, and/or property damages, including without limitation, actual, punitive, direct, indirect, or consequential damages and all attorney's fees and court costs recoverable by the injured party or parties arising out of litigation that is currently pending against Seller or arising from facts which occurred prior to Closing which, in the case of litigation, the defense of which is not being defended by Seller's insurance carrier or, if the same results in or has resulted in a verdict or damages to be paid, the same is not being paid by Seller's insurance company.

(b) Losses resulting from the breach of any representations, warranties, covenants or agreements made by Seller or Selling Stockholders in this Agreement or the Other Agreements.

10.2 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend and hold Seller and the Selling Stockholders harmless from and against any Losses in respect of the following:

(a) Losses resulting from any breach of any representations, warranties, covenants or agreements made by Buyer in this Agreement or the Other Agreements.

(b) Buyer's operation of the Business and ownership of the Purchased Assets, and acts and omissions after the Closing, including, without limitation, all sales and use Taxes, ad valorem Taxes, and products liability claims with respect to such post-Closing operations.

(c) The Assumed Liabilities, including all claims arising from the obligations assumed under the Assumed Contracts as set forth in Section 2.1(d).

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually and materially prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Indemnifying Party of such response, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17.

10.5 Losses.

(a) For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

(b) Any liability for indemnification under this Agreement shall be determined without duplication of recovery due to the facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) The Indemnified Person agrees to use all reasonable efforts to obtain recovery from any and all third parties who are obligated respecting a Loss (e.g. parties to indemnification agreements, insurance companies, etc.) ("Collateral Sources") respecting any Claim pursuant to which the Indemnified Person is entitled to indemnification hereunder. If the amount to be netted hereunder from any payment from a Collateral Source is determined after payment of any amount otherwise required to be paid to an Indemnified Person under this Article 10, the Indemnified Person shall repay to the Indemnifying Person, promptly after such receipt from Collateral Source, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 10 had such receipt from the Collateral Source occurred at the time of such payment.

(d) Each Indemnified Person shall (and shall cause its Affiliates to) use commercially reasonable efforts to mitigate any claim for Losses that an Indemnified Person asserts under this Article 10.

(e) The amount of any and all Losses (and other indemnification payments) under this Agreement shall be decreased by (A) any Tax benefits in excess of Tax detriments actually realized by the applicable Indemnified Person related to the Loss, including deductibility of any such Losses (or other items giving rise to such indemnification payment), and (B) the amount of any insurance proceeds or other amounts recoverable from Collateral Sources (netted against deductibles and other costs associated with making or pursuing any such claims, as applicable), received or to be received by the applicable Indemnified Person with respect to such Losses under any insurance policy maintained by the Indemnified Person or any other Person or from any other Collateral Source. The Indemnified Person will assign to the Indemnifying Person any rights or contribution or subrogation the Indemnified Person may have against or respecting any Collateral Source or other Persons related to such Loss which is indemnified by the Indemnifying Person hereunder.

1 0 . 6 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Neither Seller and the Selling Stockholders nor Buyer shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller and the Selling Stockholders shall not be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the Purchase Price.

10.7 Exclusive Remedies. Each of Buyer, Seller and the Selling Stockholders acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement and the Other Agreements shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's or the Selling Stockholders' representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of Seller's or the Selling Stockholders' covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to August 31, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.4, 12.7, 12.9, 12.12, 12.13, 12.15, 12.17, 12.19 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties. Except with respect to (a) the covenants of Buyer, Seller and the Selling Stockholders which are intended to survive the Closing, (b) Seller's and the Selling Stockholders' representations provided for in Section 5.2(a), 5.4 and 5.8 which survive indefinitely, (c) Seller's and Selling Stockholders' representations provided for in Sections 5.6, 5.11, 5.14, 5.16 and 5.22 which survive until the applicable statute of limitations expires with respect to claims arising under such Sections, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party

12.2 Risk of Loss. All risk of loss with respect to the Purchased Assets to be transferred hereunder shall remain with Seller until the transfer of the Purchased Assets and the Business on the Closing Date. Anything to the contrary in this Agreement notwithstanding, in the event there has been any material damage to or destruction of any of the Purchased Assets prior to the Closing Date and Buyer elects to consummate the transactions contemplated herein, at Closing, Seller shall assign to Buyer all of Seller's right to receive insurance proceeds toward the repair or replacement of such Purchased Assets, if any, and if no such insurance is in effect or the amount payable thereunder is insufficient to repair or replace any such Purchased Assets, the parties shall equitably adjust the Purchase Price; provided, however, if any such adjustment would result in a reduction in the Purchase Price of more than five percent (5%), Seller and the Selling Stockholders shall have the option to terminate this Agreement.

12.3 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller, Selling Stockholders, and the Purchased Assets, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by Seller to Buyer shall become the Confidential Information of Buyer, subject to the restrictions on use and disclosure by Seller imposed under this Section 12.3. Neither Seller, the Selling Stockholders, nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.3; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax returns.

12.4 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, and subject to the obligations of Seller to deliver to Buyer the financial statements required by Section 7.13, all legal, accounting and regulatory fees and expenses incident to the IPO, including preparation and filing of the Registration Statement will be borne by Buyer. Buyer will also cover the reasonable and customary legal fees of one securities counsel designated by the majority the Target Companies being acquired on the Closing Date.

12.5 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.6 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.8 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.9 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.10 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.11 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.12 Further Documents. Each of Buyer, Seller and the Selling Stockholders shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.13 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile so long as a copy of the same is sent by email on date of transmission; (c) one (1) Business Day after delivery to the overnight service so long as a copy of the same is sent by email on date of dispatch; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid so long as a copy of the same is sent by email on date of dispatch.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
Washington, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller or the Selling Stockholders, to:

Punch Drunk, Inc.
d/b/a Combat Games MMA
13122 NE 134th Place
Kirkland WA, 98034
Attention: Joe DeRobbio
Email: Joe@combatgamesmma.com
Phone: (206) 595-2348

with copies to:

Aric Bomsztyk
Attorney At Law
Barokas Martin & Tomlinson
1422 Bellevue Avenue
Seattle, WA 98122
P: 206.621.1871
F: 206.621.9907
Email: asb@bmatlaw.com

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.14 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.14 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.16 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if Joe DeRobbio is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.17 Submission to Jurisdiction. Each of Buyer, Seller and Selling Stockholders (a) submits to the exclusive jurisdiction of the courts of Washington State located in King County (including but not limited to the federal or state courts located in King County in the State of Washington) for any dispute, any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in the courts of Washington State located in King County (including but not limited to the federal or state courts located in King County in the State of Washington, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Nothing in this Section 12.17, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.18 *Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.*

12.19 Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief that may be awarded.

[*Signature Page to Asset Purchase Agreement Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

PUNCH DRUNK, INC.

By: /s/ Joe DeRobbio
Name: Joe DeRobbio
Title: CEO

SELLING STOCKHOLDERS:

/s/ Joe DeRobbio
Joe DeRobbio

/s/ Jason Robinnett
Jason Robinett

BUYER:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Assignment and Assumption Agreement
Exhibit B:	Form of Bill of Sale, Conveyance and Assignment
Exhibit C:	Executive Employment Agreement
Exhibit D:	Form of Intellectual Property Transfer Agreement
Exhibit E	Form of Non-Competition and Non-Solicitation Agreement
Exhibit F	Form of Trademark License Agreement
Exhibit G	Form of Buyer Officer's Certificate
Exhibit H	Form of Seller Officer's Certificate

Schedules

Schedule 2.1	Permitted Encumbrances
Schedule 2.1(c)	Equipment
Schedule 2.1(d)	Assumed Contracts
Schedule 2.1(e)	Real Estate Leases
Schedule 2.1(n)	Additional Assets
Schedule 2.2	Excluded Assets
Schedule 3.4	Allocation of Purchase Price
Schedule 5.3	Equipment and other Purchased Assets
Schedule 5.4	Title
Schedule 5.5	Intellectual Property
Schedule 5.6	Litigation
Schedule 5.7	Required Consents
Schedule 5.10	Contract Exceptions
Schedule 5.12	Scope of Rights in Purchased Assets
Schedule 5.13	Compliance with Laws
Schedule 5.14	Financial Statements
Schedule 5.15	Certain Changes
Schedule 5.16	Employee Plans
Schedule 5.17	Business Employees
Schedule 5.18	Labor Relations
Schedule 5.19	Customers and Suppliers
Schedule 5.20	Conflicts
Schedule 5.21	Certain Transactions Related to the Business
Schedule 6.3	Buyer Consents
Schedule 7.1	Compensation Covenant

Exhibit A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of _____ __, 2016 is entered into by and among PUNCH DRUNK, INC., d/b/a Combat Games MMA, a Washington corporation ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, Joe DeRobbio, an individual and resident of the State of Washington and Jason Robinett, an individual and resident of the State of Washington (DeRobbio and Robinett are hereby referred to as "Selling Stockholders"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement the parties hereto together with the Selling Stockholder have agreed that at the Closing (which Closing is taking place as of the date hereof), Seller will transfer to Buyer and Buyer will accept and assume, only those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule 2.1(d) to the Asset Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

As of the date hereof, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts and assumes those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule A attached hereto. With the exception of the liabilities and obligations to be assumed by Buyer pursuant to the preceding sentence, Buyer shall not assume and shall in no event be liable for any other debts, liabilities or obligations of Seller, whether fixed or contingent, known or unknown, liquidated or unliquidated, secured or unsecured, or otherwise and regardless of when they arose or arise. In the event of any inconsistency between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[*Signature Page for Assignment and Assumption Agreement to follow*]

[*Signature Page for Assignment and Assumption Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

PUNCH DRUNK, INC.

By: /s/ Joe DeRobbio
Name: Joe DeRobbio
Title: CEO

SELLING STOCKHOLDERS:

/s/ Joe DeRobbio
Joe DeRobbio

/s/ Jason Robinett
Jason Robinett

ASSIGNEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Schedule A

Schedule 2.1(d) of the Agreement is incorporated herein by reference in its entirety

Exhibit B

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THIS BILL OF SALE, CONVEYANCE AND ASSIGNMENT (this "Instrument") dated as of _____ __, 2016 is entered into by and among PUNCH DRUNK, INC., a Washington corporation ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, and Joe DeRobbio, an individual and resident of the State of Washington and Jason Robinett, an individual and resident of the State of Washington (collectively the "Selling Stockholders").

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

1. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, all of its right, title and interest in and to the Purchased Assets.

2. Notwithstanding anything to the contrary in this Instrument, the Asset Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Assets subject to this Instrument shall expressly exclude the Excluded Assets.

3. From time to time, as and when reasonably requested by Buyer, Seller shall execute and deliver all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Buyer may reasonably deem necessary or desirable to more effectively sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in the Purchased Assets subject to this Instrument.

4. This Instrument shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State.

5. To the extent that any provision of this Instrument is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. Nothing in this Instrument, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Asset Purchase Agreement.

6. This Instrument may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page to Bill of Sale, Conveyance and Assignment to Follow*]

[*Signature Page to Bill of Sale, Conveyance and Assignment*]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

PUNCH DRUNK, INC.

By: /s/ Joe DeRobbio
Name: Joe DeRobbio
Title: CEO

BUYER:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Exhibit C

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective _____ __, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and Joe DeRobbio, an individual and resident of the State of Washington (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among PUNCH DRUNK, INC., a Washington corporation ("Seller"), the Company, and the Executive. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Regional Vice President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Regional Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Company and the Business. The Executive will devote sufficient time and efforts to the Company and the Company's business consistent with past practice. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on _____ __, 2016 (the "Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary; Bonus. (a) Executive will receive a salary during the Term of Fifty Thousand and no/10 dollars ($50,000.00) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation and bonuses as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive a lump sum severance payment equal to the sum of all payments remaining in the Term that have not been paid to Executive by the Date of Termination.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement; or

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

9. Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Cometition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Employment Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Joe DeRobbio
13122 NE 134th Place
Kirkland WA, 98034
Email: Joe@combatgamesmma.com
Phone: (206) 595-2348

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
Washington, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Washington, without reference to the choice of law principles or rules thereof. The Parties to this Agreement agree that such action or proceeding may be heard and determined only in the courts of Washington State located in King County (including but not limited to the federal or state courts located in King County in the State of Washington) and hereby submit to the jurisdiction thereto.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

1 8 Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief that may be awarded.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

/s/ Joe DeRobbio
Joe DeRobbio

Exhibit D

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among PUNCH DRUNK, INC., a Washington corporation ("Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the " Asset Purchase Agreement"), by and among Assignor, Assignee, and Joe DeRobbio, an individual and resident of the State of Washington and Jason Robinett, an individual and resident of the State of Washington (DeRobbio and Robinett are hereby referred to as "Selling Stockholders").

WHEREAS, Assignor has good and marketable rights and title in and to the patent applications, issued patents, trademarks, trademark applications, copyrights and copyright applications listed on Schedule 1 attached hereto (the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Intellectual Property and Assignor desires to assign to the Assignee its rights and title in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the patents included in the Intellectual Property, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including, without limitation, the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect;

B. the copyrights and applications for registration of copyrights included in the Intellectual Property, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect; and

C. all proceeds of the assets transferred pursuant to subsections 1(A) and 1(B) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such transferred assets, and (ii) any income, royalties, or payments due or payable and related exclusively to such transferred assets as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Patent and Trademark Office and the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the patents, copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Intellectual Property.

3. The terms of the Asset Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Asset Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Asset Purchase Agreement.

4. This Intellectual Property Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Intellectual Property Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page for Intellectual Property Transfer Agreement to follow*]

[*Signature Page for Intellectual Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

PUNCH DRUNK, INC.

By: /s/ Joe DeRobbio
Name: Joe DeRobbio
Title: CEO

ASSIGNEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

SCHEDULE A

PATENTS

None

COPYRIGHTS

All copyrights in the COGA MMA Event Video Library
All copyrights in COGA's fight related photographs, fight cards, ring matt and ring corners
All copyrights in the COGA website
All copyrights in all "sizzle reels" and other in fight video marketing productions

Together with all other copyrights in and to all the copyrightable materials included in the Purchased Assets.

Exhibit E

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") and _____ an individual and resident of the State of _____ (the "Executive").

WHEREAS, the Company, PUNCH DRUNK, INC., a Washington corporation (" Seller"), and Joe DeRobbio, an individual and resident of the State of Washington (the "Selling Stockholder") are parties to that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement") pursuant to which the Company acquired substantially all the assets of Seller's business (as more particularly defined in the Asset Purchase Agreement, the "Business");

WHEREAS, the execution and delivery of this Agreement by Executive was a condition to the purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement;

WHEREAS, also in connection with purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement, the Executive has been offered employment by the Company, and the Executive will have access to and be instrumental in developing and implementing critical aspects of the Company's strategic business plan; and

WHEREAS, the Executive is an owner of capital stock or options to acquire the capital stock of the Company and will otherwise personally benefit from the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of (i) the Company entering into the Asset Purchase Agreement, (ii) the employment or continued employment of the Executive by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1. Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefor, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements. Notwithstanding the foregoing, confidential information does not include information which: (i) is or becomes publicly known through no wrongful act of Executive; (ii) is rightfully received from a third party without restriction on disclosure; or (iii) is approved for release upon a prior written consent of Company.

2. Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of two (2) years after termination of such employment, other than for termination without Cause, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall preclude the Executive from managing or training mixed martial arts fighters or conducting single martial arts style (e.g., kick-boxing or boxing) promotional events even if such activities are arguably competitive with the business of the Company or any of its subsidiaries. Notwithstanding the foregoing, nothing in contained in this Agreement, shall preclude the Executive from continuing to own and operate the Gym Business and the Training Business.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4. Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee that the Company or any of its subsidiaries will continue his employment for any period of time except pursuant to the Agreement.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefor, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9 . Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of King County in the State of Washington (or, if appropriate, a federal court located within King County in the State of Washington), and the Company and the Executive each consents to the jurisdiction of such a court.

10. Term. This Agreement shall be effective on the Effective Date. Notwithstanding any expiration or termination, for any reason, the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

11 . Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief that may be awarded.

THE EXECUTIVE ACKNOWLEDGES THAT [HE/SHE] HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE HIM AS TO THE NATURE AND EXTENT OF HIS OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE:

By: _____

Exhibit F

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") dated as of _____ __, 2016 is entered into by and among PUNCH DRUNK, INC., a Washington corporation ("Licensor") and ALLIANCE MMA, INC., a Delaware corporation ("Licensee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the " Asset Purchase Agreement"), by and among Licensor, Licensee, and Joe DeRobbio, an individual and resident of the State of Washington and Jason Robinett, an individual and resident of the State of Washington (DeRobbio and Robinett are hereby referred to as "Selling Stockholders"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Licensor asserts that it is the sole and exclusive owner of the name "Combat Games MMA" and all logos, trademarks and service marks attendant thereto (the "Licensed Marks").

WHEREAS, in connection with the Asset Purchase Agreement, Licensor agreed to grant Licensee an exclusive license for use and exploitation of the Licensed Marks in connection with the Business as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
TERM AND TERMINATION

1.1 Term. The term of this Agreement and the rights granted and obligations assumed hereto, shall commence on the Closing Date and shall endure and remain in full force in perpetuity.

1.2 Termination. Notwithstanding anything contained in Section 1.1 to the contrary, this Agreement may be terminated at any time as follows:

(a) with the mutual consent of Licensor and Licensee;

(b) by Licensor upon termination by Licensee of any Executive Employment Agreement under circumstances other than for Cause;

(c) by Licensor, if it is not then in material breach of its obligations under the Asset Purchase Agreement and if (A) any of Licensee's representations and warranties contained in the Asset Purchase Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) of the Asset Purchase Agreement would not be satisfied, or (B) any of Licensee's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) of the Asset Purchase Agreement would not be satisfied; provided, however, that Licensor shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Licensee unless Licensee fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Licensor of such inaccuracy or breach.

ARTICLE 2
LICENSE GRANT AND RIGHTS

2.1 License.

(a) Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, subject to the terms and conditions hereinafter set forth, a non-transferrable, exclusive, perpetual, royalty free, fully paid up, worldwide license to use and commercially exploit the Licensed Marks in connection with the Purchased Assets and the Business.

(b) The license granted in Section 2.1(a) above shall extent to the use of any of the Licensed Marks in connection with the distribution or other commercialization of any photograph, video, television broadcast, online distribution, electronic gamming, or other form of audio visual media format or transmission now known or in the future conceived, bearing the Licensed Marks.

2.2 Bankruptcy; Abandonment. As sole and exclusive owner of the Licensed Marks, Licensor agrees that in the event of bankruptcy, or appointment of a receiver or trustee for conserving or distributing its assets for the benefit of creditors the Licensed Marks shall, without notice, become the sole and exclusive property of Licensee, as of ninety-one (91) days prior to such event, and any and all rights of every kind and nature of Licensor in and to the Licensed Marks shall terminate.

ARTICLE 3
ENFORCEMENT OF RIGHTS

3.1 Joint Enforcement. Upon discovery of any infringement of the Licensed Marks at the option of either Licensor or Licensee, appropriate legal action in connection therewith shall be undertaken either jointly or separately by Licensor and Licensee. In the event that such action is taken jointly, each party shall contribute equally to the expenses of any such action. If any damages for infringement are awarded by a final decree or judgment to Licensor and Licensee, then after deducting all expenses arising from the litigation and reimbursing each contributing party for its contributions, the remainder shall be divided equally among the contributing parties.

3.2 Independent Enforcement. If one party shall not wish to join or continue in any such action, but the other party shall wish to institute or continue such action, said one party shall render all reasonable assistance to the other party in connection therewith at said other party's expense and said other party shall be entitled to retain all recoveries with respect to such action.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF LICENSOR

Licensor hereby represents and warrants to Licensee as follows:

4.1 Ownership. Licensor is the sole and exclusive owner of the Licensed Marks.

4.2 Authority. Licensor is authorized to grant the rights conferred hereby.

4 . 3 No Violation. The execution and delivery of this Agreement, the granting of the rights contained herein and the use of the Licensed Marks in accordance with the terms of this Agreement, will not violate any laws or regulations or violate or invalidate any agreement or documents to which Licensor is a party and by which Licensor is bound or to which the Licensed Marks is subject.

4 . 4 No Other Grants. To knowledge of Licensor, no person or entity is entitled to any claim for compensation from Licensee for the use of the Licensed Marks in accordance with the terms and conditions of this Agreement, and no Person or entity has been granted any right in or to the Licensed Marks or any part hereof, anywhere in the world.

4 . 5 Infringement. The Licensed Marks are not the subject of any pending adverse claim or, to the knowledge of Licensor, the subject of any threatened litigation or claim of infringement or misappropriation. To Licensor's knowledge, the Licensed Marks do not infringe on any Intellectual Property Rights of any third party.

ARTICLE 5
MISCELLANEOUS

5.1 Incorporation by Reference. Sections 12.1, 12.3, 12.5,12.7 through 12.13, 12.15, 12.17 and 12.18 of the Asset Purchase Agreement are hereby incorporate by reference provided that all references to Seller shall be deemed to refer to Licensor and all references to Buyer shall be deemed to refer to Licensee.

[*Signature Page to Trademark License Agreement Follows*]

[*Signature Page to Trademark License Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

LICENSOR:

PUNCH DRUNK, INC.

By: /s/ Joe DeRobbio
Name: Joe DeRobbio
Title: CEO

LICENSEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Exhibit G

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among PUNCH DRUNK, INC., a Washington corporation ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and Joe DeRobbio, an individual and resident of the State of Washington and Jason Robinett, an individual and resident of the State of Washington (DeRobbio and Robinett are hereby referred to as "Selling Stockholders"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (g) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Selling Stockholder of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit H

OFFICER'S CERTIFICATE
OF
PUNCH DRUNK, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among PUNCH DRUNK, INC., a Washington corporation ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and Joe DeRobbio, an individual and resident of the State of Washington and Jason Robinett, an individual and resident of the State of Washington (DeRobbio and Robinett are hereby referred to as "Selling Stockholders"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) he is the Chief Executive Officer of Seller, and

(b) each of the conditions specified in clauses (a) through (j) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Selling Stockholder contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Selling Stockholder contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

PUNCH DRUNK, INC.

By: _____
Name: Joe DeRobbio
Title: Chief Executive Officer

Schedule 2.1	**Permitted Encumbrances**
	None
Schedule 2.1(c)	**Equipment** COGA branded fighter equipment, gloves, fight matt COGA Cage, trusses and related equipment COGA Signage
Schedule 2.1(d)	**Assumed Contracts**
	Memorandum of Agreement by and between COGA and The Point Casino dated February 17, 2016
Schedule 2.1(e)	**Real Estate Leases**
	None
Schedule 2.1(n)	**Additional Assets**
	None
Schedule 2.2	**Excluded Assets**
	None
Schedule 3.4	**Allocation of Purchase Price**
	As set forth in the Buyer's Registration Statement on Form S-1 to which this Agreement is an Exhibit
Schedule 5.3	**Equipment and other Purchased Assets**
	None
Schedule 5.4	**Title**
	None
Schedule 5.5	**Intellectual Property**
	All copyrights in the COGA MMA video fight library
Schedule 5.6	**Litigation**
	None
Schedule 5.7	**Required Consents**
	None
Schedule 5.10	**Contract Exceptions**
	None
Schedule 5.12	**Scope of Rights in Purchased Assets**
	None
Schedule 5.13	**Compliance with Laws**
	None

Schedule 5.14	**Financial Statements**	
	Attached	
Schedule 5.15	**Certain Changes**	
	None	
Schedule 5.16	**Employee Plans**	
	None	
Schedule 5.17	**Business Employees**	
	The Selling Stockholders are the Seller's sole employees all other labor is provided on an independent contractor basis for each event and the contractor is issued an IRS Form 1099 reflecting compensation for such services	
Schedule 5.18	**Labor Relations**	
	None	
Schedule 5.19	**Customers and Suppliers**	
	Purchasers of event tickets are Seller's primary customers. Seller has sponsorship revenue from Swinomish Casino and the Snoquaimie Casino:	
Schedule 5.20	**Conflicts**	
	None	
Schedule 6.3	**Buyer Consents**	
	None	
Schedule 7.1	**Compensation Covenant**	
	None	

Exhibit 10.5

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date"), is entered into by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller"), Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller is engaged in promoting and conducting mixed martial arts events at various venues under the "Hoosier Fight Club" brand (the "Business"); and

WHEREAS, the Buyer desires to purchase the assets of Seller and approximately six other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the " Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act");

WHEREAS, the Members own all of the issued and outstanding equity interests of Seller; and

WHEREAS, the Members and the Seller wish to provide for the sale of substantially all of the assets and property rights now owned and held by the Seller that are used or usable in the Business to the Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Accounts Receivable" has the meaning set forth in Section 2.1(b).

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit A.

"Assumed Contracts" has the meaning set forth in Section 2.1(d).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bill of Sale, Conveyance and Assignment" means the Bill of Sale, Conveyance and Assignment in substantially the form attached hereto as Exhibit B.

"Business" means the business of promoting, sponsoring and otherwise commercializing mixed martial arts events including live, televised and pay-per-view events and the commercial exploitation of related products and services at such events.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"Buyer" has the meaning set forth in the preamble hereto.

"Claim" has the meaning set forth in Section 10.4.

"Claim Notice" has the meaning set forth in Section 10.4.

"Claimed Amount" has the meaning set forth in Section 10.4.

"Closing" means the closing of the purchase and sale of the Purchased Assets contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Code" has the meaning set forth in Section 3.4.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock of Buyer $0.001 par value per share.

"Confidential Information" has the meaning set forth in Section 12.3.

"Employee Plan" has the meaning set forth In Section 5.16.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Equipment" has the meaning set forth in Section 2.1(c).

"Excluded Assets" has the meaning set forth in Section 2.2.

"Executive Employment Agreement" means each of the Executive Employment Agreement entered into by and between Buyer and Danielle in substantially the form attached hereto as Exhibit C.

"Fighter Contract" has the meaning set forth in Section 5.21.

"Final Purchase Price Allocation" has the meaning set forth in Section 3.4.

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Gross Profit" has the meaning set forth in Section 3.2.

"Indemnified Person" has the meaning set forth in Section 10.3(a).

"Indemnifying Person" has the meaning set forth in Section 10.3(a).

"Intellectual Property Rights" means all intellectual property and other proprietary rights, protected or protectable, under the laws of the United States or any political subdivision thereof, including, without limitation (i) copyrights (including but not limited to all copyrights in Seller's mma event video library and fighter photographs and other copyrighted works); (ii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iii) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; and (iv) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iii) above. For purposes of clarification, Intellectual Property Rights shall not include any trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers together with all goodwill associated therewith which are licensed by Seller to Buyer pursuant to the Trademark License Agreement.

"Intellectual Property Transfer Agreement" means the Intellectual Property Transfer Agreement in substantially the form attached hereto as Exhibit D.

"Inventory" has the meaning set forth in Section 2.1(h).

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"IPO Price" means the price to the public reflected in the prospectus of the Buyer relating to the IPO that is first filed by the Buyer with the Commission pursuant to Rule 424(b) promulgated under the Securities Act.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Liability" has the meaning set forth in Section 2.3.

"Lock-Up Agreement" means that certain Lock-Up Agreement entered into by and among each Member, the Buyer and the underwriters participating in the IPO in substantially the form executed by each Person serving as an officer, director or 1% shareholder of Buyer or being issued shares of Common Stock in connection with the Target Company Transactions restricting the sale, transfer (other than for estate planning purposes), or other disposition of Common Stock held by such Person for a period of 180 days from the Closing Date.

"Losses" has the meaning set forth in Section 10.4.

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means that certain Non-Competition and Non-Solicitation Agreement in substantially the form attached hereto as Exhibit E.

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Assignment and Assumption Agreement, the Bill of Sale, Conveyance and Assignment, the Intellectual Property Transfer Agreement, the Non-Competition and Non-Solicitation Agreement, the Executive Employment Agreement, and the Trademark License Agreement.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to Seller in connection with the Business.

"Permitted Encumbrances" means (i) Encumbrances set forth on Schedule 2.1, (ii) the Assumed Liabilities and any Encumbrances securing the same, (iii) any Encumbrance in favor of a Person claiming by or through Buyer, (iv) any Encumbrance which will be released at Closing, and (v) the lien for ad valorem taxes not yet due or payable.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trademark License Agreement" means that certain Trademark License Agreement in substantially the form attached hereto as Exhibit F.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Third Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Transferred Intellectual Property" has the meaning set forth in Section 2.1(k).

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. Generally Accepted Accounting Principles.

"1060 Forms" has the meaning set forth in Section 3.4.

ARTICLE 2
PURCHASE AND SALE

2.1 Agreements to Purchase and Sell. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances (except the Permitted Encumbrances), all of Seller's right, title and interest in and to all of the properties, assets, and other rights of every kind and nature, whether tangible or intangible, real or personal, owned, leased, licensed or otherwise held by Seller as of the Closing, in each case to the extent primarily relating to or used in the Business regardless of where such assets are located (collectively, the "Purchased Assets"), including but not limited to the following:

(a) all cash needed to conduct the Seller's first scheduled promotion following the Closing;

(b) all accounts receivable, notes and notes receivable and other receivables (whether or not billed) relating to the Business (collectively, the "Accounts Receivable") to the extent needed to satisfy Seller's cash outlays for its first scheduled promotion following the Closing;

(c) all lighting, trusses, machinery, tools, spare parts, vehicles, furniture, fixtures, fighter cages and other equipment and other tangible personal property (excluding Inventory) of the Business (collectively, the "Equipment"), including such Equipment identified on Schedule 2.1(c), and all transferrable warranties and guarantees, if any, express or implied, existing for the benefit of Seller in connection with the Equipment;

(d) all contracts and agreements of Seller including, without limitation, leases, licenses, sponsorship agreements, agreements with fighters and managers, employment agreements, non-competition and non-solicitation agreements, agreements with event venues, open quotations and bids from or to Seller's suppliers, customers or potential customers, and other agreements, whether oral or written, relating to or used in the Business, including those identified on Schedule 2.1(d) (collectively, the "Assumed Contracts");

(e) all rights under the all leases and subleases of real property relating to or used in the Business and listed on Schedule 2.1(e) ("Real Estate Leases");

(f) all deposits, prepayments and prepaid expenses or other similar current assets used in the Business;

(g) all transferable approvals, authorizations, certifications, consents, variances, permissions, licenses and Permits to or from, or filings, notices or recordings to or with, any Governmental Authority used in the Business;

(h) all inventory, including all raw materials, work-in-process, finished goods, packaging materials, office supplies, maintenance supplies, spare parts and similar items used or intended for use in connection with the Business ("Inventory");

(i) all leasehold improvements constructed by Seller or provided by landlords for Seller, subject to the rights and obligations under the Real Estate Leases;

(j) all sales and marketing information, including all customer records and sales history with respect to customers (including invoices), sales and marketing records, price lists, documents, correspondence, studies, reports, and all other books, ledgers, files, and records of every kind, tangible data, customer lists (including appropriate contact information), vendor and supplier lists, service provider lists, promotional literature and advertising materials, catalogs, data books and records, of the Seller, relating to the Business;

(k) all Intellectual Property Rights related to the Business, including the goodwill of the business related thereto (collectively, the "Transferred Intellectual Property");

(l) all records, reports and information files of Seller relating to the Business (including business development and development history files);

(m) all claims, warranties, guarantees, refunds, causes of action, defenses, counterclaims, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (including rights to insurance proceeds) related to the Business, received after the Closing Date with respect to damage, non-conformance of or loss to the Purchased Assets, except for any of the foregoing to the extent they arise under the Excluded Assets;

(n) to the extent transferable, all telephone and facsimile numbers and Internet domain addresses, in each case related to the Purchased Assets, including, without limitation, those described on Schedule 2.1 (n);

(o) all other assets used in connection with the Business and not retained by Seller pursuant to Section 2.2.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer or assign, and Buyer shall not purchase or otherwise acquire, the following assets of Seller (such assets being collectively referred to hereinafter as the "Excluded Assets"):

(a) all rights of Seller arising under this Agreement, the Other Agreements or from the consummation of the transactions contemplated hereby or thereby;

(b) all corporate minute books, stock records and Tax returns (including all work papers relating to such Tax returns) of Seller and such other similar corporate books and records of Seller as may exist on the Closing Date;

(c) all claims and rights to refunds of Taxes paid by or on behalf of Seller;

(d) all assets of any employee benefit plan, arrangement, or program maintained or contributed to by Seller;

(e) all licenses and approvals of any Governmental Authority related to the Business that are personal to Seller and non-transferrable;

(f) all employee, personnel and other records that Seller is required by Law to retain in its possession;

(g) all capital stock held in treasury;

(h) notes receivable from employees or shareholders of Seller; and

(i) the items set forth on Schedule 2.2.

2.3 Liabilities of Seller; Assumed Liabilities. Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of Seller of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Purchased Assets, the Business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, Taxes, warranty or personal injury claims accrued prior to the Closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of Seller. Notwithstanding the foregoing, on the Closing Date, Buyer shall assume and agrees to timely pay, perform and discharge the following Liabilities of Seller (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the Closing Date under the Assumed Contracts, other than any Liability arising out of or relating to a breach of any Assigned Contract that occurred prior to the Closing Date; and

(b) all Liabilities or other claims related to the Business, that arise from acts performed by Buyer after the Closing Date or that arise from ownership and operation of the Purchased Assets and Business after the Closing Date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

2 . 4 Procedures for Purchased Assets not Transferable. If any property or other rights included in the Purchased Assets are not assignable or transferable either by virtue of the provisions thereof or under applicable law without the consent of some third party or parties, Seller shall use its commercially reasonable efforts to obtain such consents after the execution of this Agreement, but prior to the Closing, and Buyer shall use its commercially reasonable efforts to assist in that endeavor. If any such consent cannot be obtained prior to the Closing and the Closing occurs, this Agreement, the Other Agreements and the related instruments of transfer shall not constitute an assignment or transfer of the Purchased Asset regarding which such consent was not obtained and Buyer shall not assume Seller's obligations with respect to such Purchased Asset, but Seller shall use its commercially reasonable efforts to obtain such consent as soon as reasonably possible after the Closing or otherwise obtain for Buyer the practical benefit of such property or rights and Buyer shall use its commercially reasonable efforts to assist in that endeavor. For purposes of this Section 2.4 only and not for the purposes of the rest of this Agreement, commercially reasonable efforts shall not include any requirement of either party to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party.

ARTICLE 3
PURCHASE PRICE

3 . 1 Purchase Price. The purchase price ("Purchase Price") for the Purchased Assets shall be $600,000, subject to the Make Good adjustment pursuant to Section 3.2.

3 . 2 Adjustments to Purchase Price. To the extent the Gross Profit generated from the Purchased Assets exceeds $100,000 for the full calendar year following the Closing, the Purchase Price will be adjusted upward proportionately such that each additional dollar of Gross Profit in excess of $100,000 will increase the Purchase Price by seven (7) dollars (the "Earn Out"). The Earn Out will be computed by the Company and confirmed by its accountants in the quarter following the full calendar year following the Closing. The methodology (including allocations of corporate revenue and expenses to the Purchased Assets and the Business) for determining the Earn Out will be consistently applied by Buyer to each of the Target Companies. Buyer will apply an allocation of any corporate revenues that are generated in whole or in part by the Purchased Assets or the Business to the Purchased Assets and the Business, and such allocation shall be commercially reasonable and proportionate in relation to the other Target Companies. The Earn Out will be paid to the Members in shares of Common Stock valued at the lesser of (i) the IPO Price and (ii) the trailing 20 day VWAP for the Common Stock on the Trading Market as reported by Bloomberg, L.P. as of the date Buyer reports its quarterly report on Form 10-Q for the quarter following the full calendar year following the Closing. As used in this Agreement and the Other Agreements, "Gross Profit" means total revenue minus the cost of revenue as determined by US GAAP, consistently applied. THE MEMBERS ACKNOWLEDGE THAT THE BASE SALARY FOR DANIELLE WILL BE DEEMED AN EXPENSE OF THE BUSINESS AND SHALL BE INCLUDED IN COST OF REVENUE FOR PURPOSES OF DETERMINING THE EARN OUT.

3.3 Payment of Purchase Price. The Purchase Price shall be paid at the Closing by delivery:

(a) to Seller of $120,000 in cash; and

(b) to Seller of the number of shares of Common Stock (rounded to the nearest whole number) equal to $480,000 divided by the IPO Price.

3.4 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets and the Assumed Liabilities in accordance with Schedule 3.4 (the "Final Purchase Price Allocation"), which has been prepared in accordance with the rules under Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent the Purchase Price is adjusted under Section 3.2, the parties shall adjust the Final Purchase Price Allocation consistent with Schedule 3.4 and the rules under Section 1060 of the Code to reflect such adjustment to the Purchase Price. The parties recognize that the Purchase Price does not include Buyer's acquisition expenses and that Buyer will allocate such expenses appropriately. The parties agree to act in accordance with the computations and allocations contained in the Final Purchase Price Allocation in any relevant Tax returns or filings (including any forms or reports required to be filed pursuant to Section 1060 of the Code or any provisions of local, state and foreign law ("1060 Forms")), and to cooperate in the preparation of any 1060 Forms and to file such 1060 Forms in the manner required by applicable law. Neither Buyer nor Seller shall take any position (whether in audits, Tax returns, or otherwise) that is inconsistent with the Final Purchase Price Allocation unless required to do so by applicable law.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Purchased Assets and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Purchased Assets and Seller and Buyer shall execute and Seller shall deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Purchased Assets or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price, Assumption of Assumed Liabilities and Buyer's Closing Deliveries . In consideration for the transfer of the Purchased Assets and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller the Bill of Sale, Conveyance and Assignment and the Assignment and Assumption Agreement, whereby Buyer assumes the Assumed Liabilities, and each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

(c) Notification of transfer of Purchased Assets. At or before the Closing, Seller will notify all parties to the contracts specified on Schedule 5.7 hereto of the transfer of the Purchased Assets to Buyer and provide copies of such notices to Buyer.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE MEMBERS

Seller and the Members, jointly and severally, represent and warrant to Buyer as follows:

5.1 Organization. Seller is a corporation duly organized and validly existing in good standing under the laws of the State of Indiana, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of its Business makes such qualification necessary, except as to jurisdictions where the failure to qualify would not reasonably be expected to have a material adverse effect on the Business of the Seller or the Purchased Assets, and has all requisite corporate power and authority to own, lease and operate the Purchased Assets and to carry on its Business, as now being conducted.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.7, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Purchased Assets under (i) any provision of its certificate of incorporation, by-laws or other organizational documentation of Seller, (ii) any material agreement or instrument to which Seller is a party or by which it or its properties are bound, (iii) any authorization, judgment, order, award, writ, injunction or decree of any Governmental Authority which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, or (iv) any applicable law, statute, ordinance, regulation or rule which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, and, will not result in the creation or imposition of any Encumbrance on any of the Purchased Assets. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5.3 Equipment and other Purchased Assets. Other than as set forth on Schedule 5.3, the Equipment and other Purchased Assets owned by, in the possession of, or used by Seller, in connection with the Business is in good condition and repair, ordinary wear and tear excepted, and is usable in the ordinary course of business.

5 . 4 Title. Other than as set forth on Schedule 5.4, the Purchased Assets are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances other than Permitted Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Purchased Assets, free and clear of all Encumbrances, except for the Permitted Encumbrances and Assumed Liabilities, and subject to obtaining any consents of Persons listed on Schedule 5.7.

5.5 Intellectual Property. Identified on Schedule 5.5 is a complete and accurate list of all Intellectual Property Rights used by Seller in the Business. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is owned free and clear of all Encumbrances or has been duly licensed for use by Seller and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, the Seller has not violated the terms of any license pursuant to which any part of the Transferred Intellectual Property has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.5, the Transferred Intellectual Property does not infringe on any Intellectual Property Rights of any third party. To the Seller's knowledge the Transferred Intellectual Property together with the rights granted under the Trademark License Agreement constitutes all of the Intellectual Property Rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5, the Transferred Intellectual Property will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5 . 6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of Seller threatened, (i) arising out of or relating to any aspect of the Business, or any part of the Purchased Assets, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving Seller, its shareholders, or the officers, directors or employees of Seller in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except as set forth on Schedule 5.7, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5.8 Brokers, Etc. No broker or investment banker acting on behalf of Seller or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Seller.

5 . 9 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Purchased Assets (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

5 . 1 0 Assumed Contracts. All current and complete copies of all Assumed Contracts (which shall be deemed to include all Fighter Contracts) have been delivered to or made available to the Buyer. Except as set forth on Schedule 5.10, the Assumed Contracts are all in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under such Assumed Contracts on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Assumed Contracts, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.10, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Assumed Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.11 Tax Matters. In each case except as would not reasonably be expected to have a material adverse effect on the Purchased Assets:

(a) No failure, if any, of the Seller to duly and timely pay all Taxes, including all installments on account of Taxes for the current year, that are due and payable by it will result in an Encumbrance on the Purchased Assets;

(b) There are no proceedings, investigations, audits or claims now pending or threatened against the Seller in respect of any Taxes, and there are no matters under discussion, audit or appeal with any governmental authority relating to Taxes, which will result in an Encumbrance on the Purchased Assets;

(c) The Seller has duly and timely withheld all Taxes and other amounts required by law to be withheld by it relating to the Purchased Assets (including Taxes and other amounts relating to the Purchased Assets required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any employees, officers or directors and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by law to be remitted by it; and

(d) The Seller has duly and timely collected all amounts on account of any sales or transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales Taxes with respect to the Purchased Assets, required by law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by law to be remitted by it.

5.12 Scope of Rights in Purchased Assets. Except as set forth on Schedule 5.12, the rights, properties, and assets included in the Purchased Assets include substantially all of the rights, properties, and assets, of every kind, nature and description, wherever located, that Seller believes are necessary to own, use or operate the Business.

5.13 Compliance with Laws. Seller is in compliance with all laws applicable to the Business, except where the failure to be in compliance would not have a material adverse effect on the Purchased Assets or the Business. Seller has not received any unresolved written notice of or been charged with the violation of any laws applicable to the Business except where such charge has been resolved. Except as set forth on Schedule 5.13, there are no pending or, to the knowledge of the Seller, threatened actions or proceedings by any Governmental Authority, which would prohibit or materially impede the Business.

5.14 Financial Statements. Seller has provided to Buyer for inclusion in the Registration Statement copies of the audited balance sheet of the Seller at December 31, 2013 and December 31, 2014 and the related statements of income and cash flows for the years then ended (collectively, the "Audited Financial Statements") together with the unaudited balance sheet of the Seller at September 30, 2015 and the related statements of income and cash flows for the nine months then ended (referred to as the "Most Recent Financial Statements". Except as set forth on Schedule 5.14, such Audited Financial Statements and Most Recent Financial Statements have been compiled in accordance with U.S. GAAP and fairly present, in all material respects, the net assets of the Business at December 31, 2014 and for the nine months ended September 30, 2015 and the operating profit or loss of the Business.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, reflected in the Most Recent Financial Statements or set forth on Schedule 5.15, since December 31, 2014, (i) the Business has been conducted in all material respects in the ordinary course of business and (ii) neither Seller nor the Members have taken any of the following actions:

(a) sold, assigned or transferred any material portion of the Purchased Assets other than (i) in the ordinary course of business or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business or the Purchased Assets;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which Buyer will not be obligated following the Closing);

(d) except in the ordinary course of business, made any capital expenditures or commitments therefor with respect to the Business in an amount in excess of $50,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise), other than acquisitions that have not or will not become integrated into the Business;

(f) amended the terms of any existing Employee Plan, except for amendments required by Law;

(g) changed the Tax or accounting principles, methods or practices of the Business, except in each case to conform to changes required by Tax Law, in U.S. GAAP or applicable local generally accepted accounting principles;

(h) amended, cancelled (or received notice of future cancellation of) or terminated any Assumed Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by Seller to any Business Employee, or declared or paid, or committed to declare or pay, any bonus or other additional payment to and Business Employees, other than (A) payments for which Buyer shall not be liable after Closing, (B) customary compensation increases and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Assumed Contracts or Permits as and when due (except where contested in good faith or cured by Seller) under the terms of such Assumed Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business or the Purchased Assets, not covered by insurance;

(l) incurred any material claims relating to the Business or the Purchased Assets not covered by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, sold, assigned, transferred, pledged or otherwise placed an Encumbrance on any Purchased Asset, except in the ordinary course of business, as otherwise set forth herein or that will be released at Closing;

(n) transferred, granted, licensed, assigned, terminated or otherwise disposed of, modified, changed or cancelled any material rights or obligations with respect to any of the Transferred Intellectual Property, except in the ordinary course of business; or

(o) entered into any agreement or commitment to take any of the actions set forth in paragraphs (a) through (n) of this Section 5.15.

5.16 Employee Benefit Plans. Attached on Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of Seller (the "Employee Plans"). Each of the Employee Plans has been operated in accordance with its terms, does not discriminate (as that term is defined in the Code) and will, along with all other bonus plans, incentive or compensation arrangements provided by Seller to or for its employees, be terminated by Seller immediately following Closing. All payments due from Seller pursuant thereto have been paid.

5.17 Business Employees. Attached on Schedule 5.17 is a list of all employees of Seller (collectively, the "Business Employees"), their current salaries or compensation, a listing of commission arrangements, a list of commitments for future salary or compensation increases, and the last salary raise with dates and amounts. Schedule 5.17 lists all individuals with whom Seller has employment, consulting, representative, labor, non-compete or any other restrictive agreements. Except as set forth on Schedule 5.17, Seller has not entered into any severance or similar arrangement with respect of any Business Employee (or any former employee or consultant) that will result in any obligation (absolute or contingent) of Buyer or Seller to make any payment to any Business Employee (or any former employee or consultant) following termination of employment.

5.18 Labor Relations. Except as set forth on Schedule 5.18, Seller has complied in all material respects with all federal, state and local laws, rules and regulations relating to the employment of labor including those related to wages, hours and the payment of withholding and unemployment Taxes. Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrearage of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.19 Sponsors, Vendors and Suppliers. Attached on Schedule 5.19 is a complete and accurate list of (i) the five (5) largest sponsors of Seller in terms of revenue during the period from January 1, 2014 through June 30, 2015, showing the approximate total amount of sponsorship revenue by Seller from each such sponsor during such period; and (ii) the five (5) largest vendors and suppliers (whether of production services, event venues, equipment, fighter managers, etc.) to Seller in terms of purchases or payments made by Seller to such vendor or supplier during the period from January 1, 2014 through June 30, 2015, showing the approximate total purchases or payments by Seller from each such supplier during such period. Except as set forth on Schedule 5.19 and to Seller's knowledge, as of the date of this Agreement there has been no adverse change in the business relationship of Seller with any sponsor or supplier named on Schedule 5.19 that is material to the Business or the financial condition of Seller.

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither Seller nor the Members have any direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding securities of corporations listed on a national securities exchange or registered under the Securities Exchange Act of 1934, as amended) in (i) any entity which does business with Seller or is competitive with the Business, or (ii) any property, asset or right which is used by Seller in the conduct of its Business.

5.21 Fighters Under Contract. Schedule 5.21 sets forth each agreement to which the Seller or any Member is a party with any professional mixed martial arts fighter and the economic terms of each such agreement (each a "Fighter Contract"). Each Fighter Contract is in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under any such Fighter Contract on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Fighter Contract, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.21, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Fighter Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.22 Inventories. All Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, has been purchased in the ordinary course of business, is free from material defects, consists of goods of the kind, quantity and quality regularly used and sold in the Business. The Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, is merchantable and fit for its intended purpose and Seller has not, is not contemplating, nor has any reason to believe that a recall of such items or any items previously sold by Seller is necessary or warranted.

5.23 Accounts Receivable. All of the Accounts Receivable are (and as of the Closing Date will be) bona fide receivables subject to no counterclaims or offsets and arose in the ordinary course of business. At the Closing and except for Permitted Encumbrances, no person or entity will have any lien on such Accounts Receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment will have been made with respect to any such Accounts Receivable.

5.24 Insurance. Seller maintains (i) insurance on all the Purchased Assets covering property damage by fire or other casualty which it is customary for Seller to insure, (ii) insurance protection against all liabilities, claims, and risks against which it is customary for Seller to insure, and (iii) insurance for worker's compensation and unemployment, products liability, and general public liability. All of such policies are consistent with past practices of Seller. Seller is not in default under any of such policies or binders. Such policies and binders are in full force and effect on the date hereof and shall be kept in full force and effect through the Closing Date.

5.25 Payment of Debts. Except for those liabilities assumed by Buyer pursuant to Section 2.3, Seller has made adequate provisions for payments of the amount due to its creditors and shall pay the same at Closing or pursuant to their existing terms on or before the Closing.

5.26 Accuracy of Statements. No representation or warranty by Seller or any Member in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Seller or any Member that materially adversely affects the business, financial condition or affairs of the Business, Seller or any Member. No representation made by a Member to Buyer during the due diligence process leading up to the execution of this Agreement on in connection with the other Target Company Transactions contained an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

5.27 Representations and Warranties of Buyer. Neither Seller nor any Member are aware of, or have discovered through due diligence, any breaches by Buyer of its representations and warranties made in Article 6 of this Agreement, which they have not disclosed to Buyer.

5.28 Sufficiency of Assets. Other than as set forth on Schedule 5.28, the Purchased Assets constitute all of the assets necessary to conduct the Business as it is conducted as of the date of this Agreement. Other than as set forth on Schedule 5.28, all Permits and Assumed Contracts, including those identified on Schedule 2.1(d) will be available for use by the Buyer on materially identical terms (i) as of the Closing and (ii) for one year following the Closing.

5.29 The Members.

(a) No Member has ever (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such Member, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such Member's assets, (iv) admitted in writing such Member's inability to pay his or her debts as they become due, or (v) taken or been the subject of any action that may have an adverse effect on his ability to comply with or perform any of his covenants or obligations under any of the Other Agreements or which would require disclosure in the Registration Statement.

(b) No Member is subject to any Order or is bound by any agreement that may have an adverse effect on his ability to comply with or perform any of his or her covenants or obligations under any of the Other Agreements. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of any Member to comply with or perform any of his covenants or obligations under any of the Other Agreements. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.30 Investment Purposes.

(a) Seller and each Member (i) understand that the shares of Common Stock to be issued to Seller pursuant to this Agreement have not been registered for sale under any federal or state securities Laws and that such shares are being offered and sold to Seller pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agree that Seller is acquiring such shares for its own account for investment purposes only and without a view to any distribution thereof other than to the Members as permitted by the Securities Act and subject to the Lock-Up Agreement, (iii) acknowledge that the representations and warranties set forth in this Section 5.30 are given with the intention that the Buyer rely on them for purposes of claiming such exemption from registration, and (iv) understand that they must bear the economic risk of the investment in such shares for an indefinite period of time as such shares cannot be sold unless subsequently registered under applicable federal and state securities Laws or unless an exemption from registration is available therefrom.

(b) Seller and each Member agree (i) that the shares of Common Stock to be issued to Seller pursuant to this Agreement will not be sold or otherwise transferred for value unless (x) a registration statement covering such shares has become effective under applicable state and federal securities laws, including, without limitation, the Securities Act, or (y) there is presented to the Buyer an opinion of counsel satisfactory to the Buyer that such registration is not required, (ii) that any transfer agent for the Common Stock may be instructed not to transfer any such shares unless it receives satisfactory evidence of compliance with the foregoing provisions, and (iii) that there will be endorsed upon any certificate evidencing such shares an appropriate legend calling attention to the foregoing restrictions on transferability of such shares.

(c) Seller and each Member is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act.

(d) Seller and each Member (i) are aware of the business, affairs and financial condition of the Buyer and the other Target Companies, and have acquired sufficient information about the Buyer and the other Target Companies, the IPO and the Target Company Transactions to reach an informed and knowledgeable decision to acquire the shares of Common Stock to be issued to Seller pursuant to this Agreement, (ii) have discussed the Buyer's plans, operations and financial condition with the Buyer's officers, (iii) have received all such information as they have deemed necessary and appropriate to enable them to evaluate the financial risk inherent in making an investment in the shares of Common Stock to be issued pursuant to this Agreement, (iv) have sufficient knowledge and experience in financial and business matters and in the business of conducting mixed martial arts promotions so as to be capable of evaluating the merits and risks of their investment in Common Stock, and (v) are capable of bearing the economic risks of such investment.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and the Members as follows:

6.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6.2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Buyer to consummate the transactions contemplated hereby.

6.4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Buyer; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Buyer is a party which breach or default would have a material adverse effect on the business or financial condition of Buyer or their ability to consummate the transactions contemplated hereby; or (iii) a violation by Buyer of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Buyer or its ability to consummate the transactions contemplated hereby.

6.5 Brokers, Etc. No broker or investment banker acting on behalf of Buyer or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Buyer. All underwriting discounts and fees incident to the IPO will be paid by Buyer.

6.6 Accuracy of Statements. No representation or warranty by Buyer in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Buyer that materially adversely affects the business, financial condition or affairs of the Buyer.

6.7 Representations and Warranties of Seller and the Members. Buyer is not aware of, nor has discovered through due diligence, any breaches by Seller or any Member of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to Seller and the Members.

6.8 Capitalization. The authorized capital stock of the Buyer consists of (i) 45,000,000 shares of Common Stock, of which on the date hereof 5,289,136 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share, of which on the date hereof and on the Closing Date no shares are issued and outstanding. Other than shares of Common Stock sold in the IPO or issued in connection with the Target Company Transactions, and set forth in the Registration Statement no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of the Company is authorized or outstanding. The Company does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of the Company. The Company does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Company. At the Closing, the shares of Common Stock to be issued to Seller as consideration for the Purchase Price will be duly authorized, validly issued, fully paid and non-assessable.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Members, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7.1 Compensation. Except in the ordinary course of business or as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by Seller, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

7.2 Encumbrance of Assets. Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the Purchased Assets or other assets of Seller, exclusive of liens arising as a matter of law in the ordinary course of business as to which there is no known default;

7.3 Incur Liabilities. Not take any action which would cause Seller to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business or which will be paid at Closing;

7.4 Disposition of Assets. Not sell or transfer any of the Purchased Assets or any other tangible or intangible assets of Seller or cancel any debts or claims, except in each case in the ordinary course of business;

7.5 Executory Agreements. Except for modifications in connection with extensions of existing agreements in the ordinary course of business, not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the executory agreements of Seller including, without limitation, any Fighter Contracts, agreements with vendors, televisions or media partners, event sponsors or event venue providers except as otherwise approved by Buyer in writing, which consent will not be unreasonably withheld or delayed;

7.6 Material Transactions. Not enter into any transaction material in nature or amount without the prior written consent of Buyer, except for transactions in the ordinary course of business;

7.7 Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements;

7.8 Preservation of Business. Use its best efforts to preserve the Purchased Assets, keep in faithful service the present officers and key employees of Seller (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with Seller;

7 . 9 Investigation. Allow, during normal business hours, Buyer's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to Seller in the possession of Seller, its officers, directors, employees, auditors or counsel, in order that Buyer may have full opportunity to make such investigation as it may desire of the properties and Business of Seller;

7.10 Compliance with Laws. Comply in all material respects with all Laws applicable to Seller or to the conduct of its Business;

7.11 Notification of Material Changes. Provide Buyer's representatives with prompt written notice of any material and adverse change in the condition (financial or other) of Seller's assets, liabilities, earnings, prospects or business which has not been disclosed to Buyer in this Agreement; and

7 . 1 2 Cooperation. Cooperate fully, completely and promptly with Buyer in connection with (i) securing any approval, consent, authorization or clearance required hereunder, or (ii) satisfying any condition precedent to the Closing without additional cost and expense to Seller unless such action is otherwise the obligation of Seller.

7 . 1 3 Accounting Matters and Registration Statement. Cooperate fully, completely and promptly with Buyer, its counsel, and all auditors in connection with the Registration Statement, including using best efforts to provide Buyer at Seller's expense with all Seller financial statements required by Regulation S-X promulgated under the Securities Act for inclusion in the Registration Statement.

Nothing in this Agreement shall prohibit Seller from paying dividends and other distributions to the Members.

ARTICLE 8
CONDITIONS TO CLOSING

8 . 1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True . The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit H attached hereto, executed by the Chief Executive Officer of Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price and assumed the Assumed Liabilities as provided in Section 4.2(b).

(d) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller and the Members hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True. The representations and warranties of Seller and the Members contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller and the Members contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Purchased Assets or the Business taken as a whole, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit H attached hereto, executed by the Chief Executive Officer of Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Other Agreements. Seller and the Members shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Material Adverse Change. There shall not have been a material adverse change in the Seller's business, financial condition, prospects, assets or operations relating to the Purchased Assets or the Business, taken as a whole, except to the extent such material adverse change arises from or relates to: (i) any change in economic, business or financial market conditions in the United States or regions in which the Business operates, (ii) changes in any Laws or in accounting rules or standards; (iii) any natural disaster, act of terrorism or war, or the outbreak of hostilities, or any other international or domestic calamity or crisis; (iv) any action taken or not taken with the prior written consent of the Purchaser or required or expressly permitted by the terms of this Agreement; (v) the pendency of this Agreement and the transactions contemplated hereby or (vi) any existing event, circumstance, change or effect with respect to which the Buyer has knowledge as of the date of this Agreement.

(f) Non-Competition and Non-Solicitation Agreements. The Members shall each have entered into a Non-Competition and Non-Solicitation Agreement with the Buyer in substantially the form attached hereto as Exhibit E.

(g) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

(h) IPO. Buyer shall have completed the IPO.

(i) Available Cash at Closing. The amount of cash acquired at Closing pursuant to Section 2.1(a) shall be at a minimum sufficient to conduct the Seller's next scheduled event consistent with past practice and utilizing solely the Purchased Assets.

(j) Satisfaction of Encumbrances. Seller shall deliver a payoff letter or similar documentation, in form reasonably acceptable to Buyer, terminating any Encumbrance on any of the Purchased Assets, together with executed UCC-2 or UCC-3 termination statements (or any other applicable termination statement) executed by each Person holding Encumbrances on any Purchased Asset.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Purchased Assets for all periods prior to Closing and shall preserve all such information, records and documents until the later of: (a) six (6) years after the Closing; (b) the expiration of all statutes of limitations for Taxes for periods prior to the Closing, or extensions thereof applicable to Seller and its shareholders for Tax information, records or documents; or (c) the required retention period for all government contract information, records or documents. Prior to destroying any records related to Seller for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Tax Matters.

(a) Bifurcation of Taxes. Seller and its Affiliates shall be solely liable for all Taxes imposed upon Seller attributable to the Purchased Assets for all taxable periods ending on or before the Closing Date. Buyer and its Affiliates shall be solely liable for any Taxes imposed upon Buyer attributable to the Purchased Assets for any taxable year or taxable period commencing after the Closing Date.

(b) Transfer Taxes. Buyer and Seller shall each pay one-half of any and all sales, use, transfer and documentary Taxes and recording and filing fees applicable to the transfer of the Purchased Assets.

(c) Cooperation and Records. After the Closing Date, Buyer and Seller shall cooperate in the filing of any Tax returns or other Tax-related forms or reports, to the extent any such filing requires providing each other with necessary relevant records and documents relating to the Purchased Assets. Seller and Buyer shall cooperate in the same manner in defending or resolving any Tax audit, examination or Tax-related litigation. Buyer and Seller shall cooperate in the same manner to minimize any transfer, sales and use Taxes. Nothing in this Section shall give Buyer or Seller any right to review the other's Tax returns or Tax related forms or reports.

(d) Bulk Sales Laws. Seller and Buyer waive compliance with bulk sales laws for Tax purposes.

9.3 Post-Closing Delivery. Subject to the provisions of Section 4.2, Seller agrees to arrange for physical delivery to Buyer of the tangible Purchased Assets in Seller's possession. Buyer and Seller acknowledge that title and risk of loss with respect to all Purchased Assets shall pass to Buyer at Closing. Seller agrees to use commercially reasonable efforts to preserve and maintain the tangible Purchased Assets in good working condition and to protect such Purchased Assets against damage, deterioration and other wasting. All Intellectual Property (in particular all MMA video content) comprising the Purchased Assets will be delivered to Buyer in electronic form consistent with common industry practice.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller and the Members. Seller and each Member hereby jointly and severally agree to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) in respect of the following:

(a) Losses resulting in bodily injury, wrongful death, and/or property damages, including without limitation, actual, punitive, direct, indirect, or consequential damages and all attorney's fees and court costs recoverable by the injured party or parties arising out of litigation that is currently pending against Seller or arising from facts which occurred prior to Closing which, in the case of litigation, the defense of which is not being defended by Seller's insurance carrier or, if the same results in or has resulted in a verdict or damages to be paid, the same is not being paid by Seller's insurance company.

(b) Losses resulting from the breach of any representations, warranties, covenants or agreements made by Seller or any Member in this Agreement or the Other Agreements.

10.2 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend and hold Seller and the Members harmless from and against any Losses in respect of the following:

(a) Losses resulting from any breach of any representations, warranties, covenants or agreements made by Buyer in this Agreement or the Other Agreements.

(b) Buyer's operation of the Business and ownership of the Purchased Assets after the Closing, including, without limitation, all sales and use Taxes, ad valorem Taxes, and products liability claims with respect to such post-Closing operations.

(c) The Assumed Liabilities, including all claims arising from the obligations assumed under the Assumed Contracts as set forth in Section 2.1(d).

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually and materially prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Indemnifying Party of such response, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17.

10.5 Losses.

(a) For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

(b) Any liability for indemnification under this Agreement shall be determined without duplication of recovery due to the facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) The Indemnified Person agrees to use all reasonable efforts to obtain recovery from any and all third parties who are obligated respecting a Loss (e.g. parties to indemnification agreements, insurance companies, etc.) ("Collateral Sources") respecting any Claim pursuant to which the Indemnified Person is entitled to indemnification hereunder. If the amount to be netted hereunder from any payment from a Collateral Source is determined after payment of any amount otherwise required to be paid to an Indemnified Person under this Article 10, the Indemnified Person shall repay to the Indemnifying Person, promptly after such receipt from Collateral Source, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 10 had such receipt from the Collateral Source occurred at the time of such payment.

(d) Each Indemnified Person shall (and shall cause its Affiliates to) use commercially reasonable efforts to mitigate any claim for Losses that an Indemnified Person asserts under this Article 10.

(e) The amount of any and all Losses (and other indemnification payments) under this Agreement shall be decreased by (A) any Tax benefits in excess of Tax detriments actually realized by the applicable Indemnified Person related to the Loss, including deductibility of any such Losses (or other items giving rise to such indemnification payment), and (B) the amount of any insurance proceeds or other amounts recoverable from Collateral Sources (netted against deductibles and other costs associated with making or pursuing any such claims, as applicable), received or to be received by the applicable Indemnified Person with respect to such Losses under any insurance policy maintained by the Indemnified Person or any other Person or from any other Collateral Source. The Indemnified Person will assign to the Indemnifying Person any rights or contribution or subrogation the Indemnified Person may have against or respecting any Collateral Source or other Persons related to such Loss which is indemnified by the Indemnifying Person hereunder.

10.6 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Neither Seller and the Members nor Buyer shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller and the Members shall not be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the Purchase Price.

10.7 Exclusive Remedies. Each of Buyer, Seller and the Members acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement and the Other Agreements shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's or the Member's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of Seller's or the Member's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to August 31, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.4, 12.7, 12.9, 12.13, and 12.15 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties. Except with respect to (a) the covenants of Buyer, Seller and the Members which are intended to survive the Closing, (b) Seller's and the Member's representations provided for in Section 5.2(a), 5.4 and 5.8 which survive indefinitely, (c) Seller's and Member's representations provided for in Sections 5.6, 5.11, 5.14, 5.16 and 5.22 which survive until the applicable statute of limitations expires with respect to claims arising under such Sections, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Risk of Loss. All risk of loss with respect to the Purchased Assets to be transferred hereunder shall remain with Seller until the transfer of the Purchased Assets and the Business on the Closing Date. Anything to the contrary in this Agreement notwithstanding, in the event there has been any material damage to or destruction of any of the Purchased Assets prior to the Closing Date and Buyer elects to consummate the transactions contemplated herein, at Closing, Seller shall assign to Buyer all of Seller's right to receive insurance proceeds toward the repair or replacement of such Purchased Assets, if any, and if no such insurance is in effect or the amount payable thereunder is insufficient to repair or replace any such Purchased Assets, the parties shall equitably adjust the Purchase Price; provided, however, if any such adjustment would result in a reduction in the Purchase Price of more than five percent (5%), Seller and the Member's shall have the option to terminate this Agreement.

12.3 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller and the Purchased Assets, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by Seller to Buyer shall become the Confidential Information of Buyer, subject to the restrictions on use and disclosure by Seller imposed under this Section 12.3. Neither Seller, the Members, nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.3; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax returns.

1 2 . 4 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, and subject to the obligations of Seller to deliver to Buyer the financial statements required by Section 7.13, all legal, accounting and regulatory fees and expenses incident to the IPO, including preparation and filing of the Registration Statement will be borne by Buyer. Buyer will also cover the reasonable and customary legal fees of one securities counsel designated by the majority the Target Companies being acquired on the Closing Date.

1 2 . 5 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.6 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.8 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.9 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.10 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.11 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.12 Further Documents. Each of Buyer, Seller and the Members shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.13 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller or the Members, to:

Hoosier Fight Club Promotions, LLC
2600 Beech Street
Valparaiso, IN 46383
Attention: Danielle and Paul Vale
Phone: (219) 405-4722
Email: dvale@hoosierfightclub.com

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.14 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.14 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.16 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if Danielle L. Vale and/or Paul Vale are/is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.17 Submission to Jurisdiction. Each of Buyer, Seller and each Member (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.13. Nothing in this Section 12.17, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.18 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Asset Purchase Agreement Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

HOOSIER FIGHT CLUB PROMOTIONS, LLC

By: /s/ Danielle L. Vale
Name: Danielle L. Vale
Title: CEO and Managing Member

MEMBERS:

/s/ Danielle L. Vale
Danielle L. Vale

/s/ Paul Vale
Paul Vale

BUYER:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Assignment and Assumption Agreement
Exhibit B:	Form of Bill of Sale, Conveyance and Assignment
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Schedule 6.3	Buyer Consents
Schedule 7.1	Compensation Covenant

Exhibit A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of _____ __, 2016 is entered into by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement the parties hereto together with the Members have agreed that at the Closing (which Closing is taking place as of the date hereof), Seller will transfer to Buyer and Buyer will accept and assume, only those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule 2.1(d) to the Asset Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

As of the date hereof, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts and assumes those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule A attached hereto. With the exception of the liabilities and obligations to be assumed by Buyer pursuant to the preceding sentence, Buyer shall not assume and shall in no event be liable for any other debts, liabilities or obligations of Seller, whether fixed or contingent, known or unknown, liquidated or unliquidated, secured or unsecured, or otherwise and regardless of when they arose or arise. In the event of any inconsistency between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[*Signature Page for Assignment and Assumption Agreement to follow*]

[*Signature Page for Assignment and Assumption Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

HOOSIER FIGHT CLUB PROMOTIONS, LLC

By: /s/ Danielle L. Vale
Name: Danielle L. Vale
Title: CEO and Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Schedule A

Schedule 2.1(d) of the Agreement is incorporated herein in its entirety

Exhibit B

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THIS BILL OF SALE, CONVEYANCE AND ASSIGNMENT (this "Instrument") dated as of _____ __, 2016 is entered into by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members").

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

1. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, all of its right, title and interest in and to the Purchased Assets.

2. Notwithstanding anything to the contrary in this Instrument, the Asset Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Assets subject to this Instrument shall expressly exclude the Excluded Assets.

3. From time to time, as and when reasonably requested by Buyer, Seller shall execute and deliver all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Buyer may reasonably deem necessary or desirable to more effectively sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in the Purchased Assets subject to this Instrument.

4. This Instrument shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State.

5. To the extent that any provision of this Instrument is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. Nothing in this Instrument, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Asset Purchase Agreement.

6. This Instrument may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page to Bill of Sale, Conveyance and Assignment to Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

HOOSIER FIGHT CLUB PROMOTIONS, LLC

By: /s/ Danielle L. Vale
Name: Danielle L. Vale
Title: CEO and Managing Member

BUYER:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Exhibit C

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective _____ __, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and Danielle L. Vale, an individual and resident of the State of Indiana (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller"), the Company, the Executive, and Paul Vale, an individual and resident of the State of Indiana (" Paul" and together with Danielle, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Regional Vice President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Regional Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Business. The Executive shall devote an amount of time to Buyer as she currently provides to Seller and sufficient to conduct the Business as it was conducted immediately prior to the Closing. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on _____ __, 2016 (the " Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary; Bonus. (a) Executive will receive a salary during the Term of Sixty Thousand and no/100 dollars ($60,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

(b) The Executive will be entitled to performance based cash and equity based bonuses as determined by the Board of Directors of Buyer from time to time.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement; or

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

9 . Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Cometition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Hoosier Fight Club Promotions, LLC
2600 Beech Street
Valparaiso, IN 46383
Attention: Danielle L. Vale
Phone: (219) 405-4722
Email: dvale@hoosierfightclub.com

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

/s/ Danielle L. Vale
Danielle L. Vale

Exhibit D

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Assignor, Assignee, Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members").

WHEREAS, Assignor has good and marketable rights and title in and to the patent applications, issued patents, trademarks, trademark applications, copyrights and copyright applications listed on Schedule 1 attached hereto (the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Intellectual Property and Assignor desires to assign to the Assignee its rights and title in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the patents included in the Intellectual Property, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including, without limitation, the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect;

B. the copyrights and applications for registration of copyrights included in the Intellectual Property, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect; and

C. all proceeds of the assets transferred pursuant to subsections 1(A) and 1(B) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such transferred assets, and (ii) any income, royalties, or payments due or payable and related exclusively to such transferred assets as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Patent and Trademark Office and the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the patents, copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Intellectual Property.

3. The terms of the Asset Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Asset Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Asset Purchase Agreement.

4. This Intellectual Property Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Intellectual Property Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page for Intellectual Property Transfer Agreement to follow*]

[*Signature Page for Intellectual Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

HOOSIER FIGHT CLUB PROMOTIONS, LLC

By: /s/ Danielle L. Vale
Name: Danielle L. Vale
Title: CEO and Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

SCHEDULE A

PATENTS

None

COPYRIGHTS

All copyrights in the Hoosier Fight Club MMA Event Video Library
All copyrights in Hoosier Fight Club's fight related photographs, fight cards, ring matt and ring corners
All copyrights in the Hoosier Fight Club website
All copyrights in all "sizzle reels" and other in fight video marketing productions

Together with all other copyrights in and to all the copyrightable materials included in the Purchased Assets.

Exhibit E

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") and _____ an individual and resident of the State of _____ (the "Executive").

WHEREAS, the Company, HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller"), Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members") are parties to that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement") pursuant to which the Company acquired substantially all the assets of Seller's business (as more particularly defined in the Asset Purchase Agreement, the "Business");

WHEREAS, the execution and delivery of this Agreement by Executive was a condition to the purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement;

WHEREAS, also in connection with purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement, the Executive has been offered employment by the Company, and the Executive will have access to and be instrumental in developing and implementing critical aspects of the Company's strategic business plan; and

WHEREAS, the Executive is an owner of capital stock or options to acquire the capital stock of the Company and will otherwise personally benefit from the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of (i) the Company entering into the Asset Purchase Agreement, (ii) the employment or continued employment of the Executive by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefore, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of three (3) years after termination, for any reason, of such employment, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall preclude the Executive from managing or training mixed martial arts fighters or conducting single martial arts style (e.g., kick-boxing or boxing) promotional events even if such activities are arguably competitive with the business of the Company or any of its subsidiaries.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee hat the Company or any of its subsidiaries will continue [his/her] employment for any period of time or otherwise change the at-will nature of [his/her] employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8. Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

10. Term. This Agreement shall be effective on the Effective Date. This Agreement shall expire on _____ __, 2019, provided the obligations of the Executive under Sections 2 shall survive for a period of three (3) years after expiration or termination. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT [HE/SHE] HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE [HIM/HER] AS TO THE NATURE AND EXTENT OF [HIS/HER] OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE:

By: _____

Exhibit F

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") dated as of _____ __, 2016 is entered into by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Licensor") and ALLIANCE MMA, INC., a Delaware corporation ("Licensee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Licensor, Licensee, Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Licensor asserts that it is the sole and exclusive owner of the name "Hoosier Fight Club" and all logos, trademarks and service marks attendant thereto (the "Licensed Marks").

WHEREAS, in connection with the Asset Purchase Agreement, Licensor agreed to grant Licensee an exclusive license for use and exploitation of the Licensed Marks in connection with the Business as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
TERM AND TERMINATION

1 . 1 Term. The term of this Agreement and the rights granted and obligations assumed hereto, shall commence on the Closing Date and shall endure and remain in full force in perpetuity.

1.2 Termination. Notwithstanding anything contained in Section 1.1 to the contrary, this Agreement may be terminated at any time as follows:

(a) with the mutual consent of Licensor and Licensee;

(b) by Licensor upon termination by Licensee of any Executive Employment Agreement under circumstances other than for Cause;

(c) by Licensor, if it is not then in material breach of its obligations under the Asset Purchase Agreement and if (A) any of Licensee's representations and warranties contained in the Asset Purchase Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) of the Asset Purchase Agreement would not be satisfied, or (B) any of Licensee's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) of the Asset Purchase Agreement would not be satisfied; provided, however, that Licensor shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Licensee unless Licensee fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Licensor of such inaccuracy or breach;

(d) by Licensor, in the event the Common Stock is not listed or eligible for quotation on the Nasdaq Capital Market or the New York Stock Exchange;

(e) by Licensor, in the event the Company shall be subject to a Bankruptcy Event. As used in this Agreement a "Bankruptcy Event" means any of the following events with respect to Licensee or Licensor, as the case may be: (a) there is the commencement of a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to such party, (b) there is commenced against such party any such case or proceeding that is not dismissed within 60 days after commencement, (c) such party is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered, (d) such party suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within 60 calendar days after such appointment, or (e) the party makes a general assignment for the benefit of creditors.

ARTICLE 2
LICENSE GRANT AND RIGHTS

2.1 License.

(a) Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, subject to the terms and conditions hereinafter set forth, a non-transferrable, exclusive, perpetual, royalty free, fully paid up, worldwide license to use and commercially exploit the Licensed Marks in connection with the Purchased Assets and the Business.

(b) The license granted in Section 2.1(a) above shall extent to the use of any of the Licensed Marks in connection with the distribution or other commercialization of any photograph, video, television broadcast, online distribution, electronic gamming, or other form of audio visual media format or transmission now known or in the future conceived, bearing the Licensed Marks.

2.2 Bankruptcy; Abandonment. As sole and exclusive owner of the Licensed Marks, Licensor agrees that in the event of bankruptcy, or appointment of a receiver or trustee for conserving or distributing its assets for the benefit of creditors the Licensed Marks shall, without notice, become the sole and exclusive property of Licensee, as of ninety-one (91) days prior to such event, and any and all rights of every kind and nature of Licensor in and to the Licensed Marks shall terminate.

ARTICLE 3
ENFORCEMENT OF RIGHTS

3 . 1 Joint Enforcement. Upon discovery of any infringement of the Licensed Marks at the option of either Licensor or Licensee, appropriate legal action in connection therewith shall be undertaken either jointly or separately by Licensor and Licensee. In the event that such action is taken jointly, each party shall contribute equally to the expenses of any such action. If any damages for infringement are awarded by a final decree or judgment to Licensor and Licensee, then after deducting all expenses arising from the litigation and reimbursing each contributing party for its contributions, the remainder shall be divided equally among the contributing parties.

3 . 2 Independent Enforcement. If one party shall not wish to join or continue in any such action, but the other party shall wish to institute or continue such action, said one party shall render all reasonable assistance to the other party in connection therewith at said other party's expense and said other party shall be entitled to retain all recoveries with respect to such action.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF LICENSOR

Licensor hereby represents and warrants to Licensee as follows:

4.1 Ownership. Licensor is the sole and exclusive owner of the Licensed Marks.

4.2 Authority. Licensor is authorized to grant the rights conferred hereby.

4 . 3 No Violation. The execution and delivery of this Agreement, the granting of the rights contained herein and the use of the Licensed Marks in accordance with the terms of this Agreement, will not violate any laws or regulations or violate or invalidate any agreement or documents to which Licensor is a party and by which Licensor is bound or to which the Licensed Marks is subject.

4 . 4 No Other Grants. To knowledge of Licensor, no person or entity is entitled to any claim for compensation from Licensee for the use of the Licensed Marks in accordance with the terms and conditions of this Agreement, and no Person or entity has been granted any right in or to the Licensed Marks or any part hereof, anywhere in the world.

4.5 Infringement. The Licensed Marks are not the subject of any pending adverse claim or, to the knowledge of Licensor, the subject of any threatened litigation or claim of infringement or misappropriation. To Licensor's knowledge, the Licensed Marks do not infringe on any Intellectual Property Rights of any third party.

ARTICLE 5
MISCELLANEOUS

5 . 1 Incorporation by Reference. Sections 12.1, 12.3, 12.5,12.7 through 12.13, 12.15, 12.17 and 12.18 of the Asset Purchase Agreement are hereby incorporate by reference provided that all references to Seller shall be deemed to refer to Licensor and all references to Buyer shall be deemed to refer to Licensee.

[*Signature Page to Trademark License Agreement Follows*]

[*Signature Page to Trademark License Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

LICENSOR:

HOOSIER FIGHT CLUB PROMOTIONS, LLC

By: /s/ Danielle L. Vale
Name: Danielle L. Vale
Title: CEO and Managing Member

LICENSEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Exhibit G

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), Danielle L. Vale, an individual and resident of the State of Indiana (" Danielle"), Paul Vale, an individual and resident of the State of Indiana (" Paul" and together with Danielle, the "Members"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Members of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit H

OFFICER'S CERTIFICATE
OF
HOOSIER FIGHT CLUB PROMOTIONS, LLC

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) she is the Chief Executive Officer and Managing Member of Seller, and

(b) each of the conditions specified in clauses (a) through (j) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Members contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Members contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

HOOSIER FIGHT CLUB PROMOTIONS, LLC

By: _____
Name: Danielle L. Vale
Title: Chief Executive Officer and Managing Member

Schedules to Hoosier Fight Club Asset Purchase Agreement

Schedule 2.1 **Permitted Encumbrances**

None

Schedule 2.1(c) **Equipment**

Hoosier Fight Club branded fighter equipment, gloves
Twenty Four 3',X s',MMA Mats from zebra, crescent Products.
2 HFC 24' Cages, trusses and related equipment
HFC Signage

Schedule 2.1(d) **Assumed Contracts**

Agreement by and between HFC and Blue Chip Casino dated September 18, 2015

Agreement by and between HFC and Caesars Entertainment Corp. dated August 10, 2015

The following Multi-Fight Fighter Bout Agreements:

Donald Wilken
Kenneth Glenn
Darby Halferty
Nick Kraus
Damian Norris
Oliver Vasquez
Joey Diehl
Daniel James
Cory Galloway
Anne Malinoff
Kevin Nowaczyk

Schedule 2.1(e) **Real Estate Leases**

None

Schedule 2.1(n) **Additional Assets**

None

Schedule 2.2 **Excluded Assets**

None

Schedule 3.4 **Allocation of Purchase Price**

As set forth in the Buyer's Registration Statement on Form S-1 to which this Agreement is an Exhibit

Schedule 5.3 **Equipment and other Purchased Assets**

None

Schedule 5.4 **Title**

None

Schedule 5.5 **Intellectual Property**

All copyrights in the Hoosier Fight Club MMA video fight library

Schedule 5.6 **Litigation**

None

Schedule 5.7	**Required Consents**
	None
Schedule 5.10	**Contract Exceptions**
	None
Schedule 5.12	**Scope of Rights in Purchased Assets**
	None
Schedule 5.13	**Compliance with Laws**
	None
Schedule 5.14	**Financial Statements**
	Attached
Schedule 5.15	**Certain Changes**
	None
Schedule 5.16	**Employee Plans**
	None
Schedule 5.17	**Business Employees**
	The Selling Members are the Seller's sole employees all other labor is provided on an independent contractor basis for each event and the contractor is issued an IRS Form 1099 reflecting compensation for such services
Schedule 5.18	**Labor Relations**
	None
Schedule 5.19	**Customers and Suppliers**
	Purchasers of event tickets are Seller's primary customers. Seller has sponsorship revenue from Olson Law Group; Accelerated Rehab and Sports Medicine; Bockman and Associates; Indiana Beverage; Harley Davidson Calumet.
Schedule 5.20	**Conflicts**
	None
Schedule 6.3	**Buyer Consents**
	None
Schedule 7.1	**Compensation Covenant**
	None

Exhibit 10.6

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of March 18, 2106 (the "Effective Date"), is entered into by and among BANG TIME ENTERTAINMENT, LLC, d/b/a Shogun Fights, a Maryland limited liability company (" Seller"), John Rallo, an individual and resident of the State of Maryland (the "Selling Member"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller is engaged in promoting and conducting mixed martial arts events at various venues under the "Shogun Fights" brand (the "Business"); and

WHEREAS, the Buyer desires to purchase the assets of Seller and approximately six other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the " Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act");

WHEREAS, the Selling Member owns all of the issued and outstanding equity interests of Seller; and

WHEREAS, the Selling Member and the Seller wish to provide for the sale of substantially all of the assets and property rights now owned and held by the Seller that are used or usable in the Business to the Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Accounts Receivable" has the meaning set forth in Section 2.1(b).

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit A.

"Assumed Contracts" has the meaning set forth in Section 2.1(d).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bill of Sale, Conveyance and Assignment" means the Bill of Sale, Conveyance and Assignment in substantially the form attached hereto as Exhibit B.

"Business" means the business of promoting, sponsoring and otherwise commercializing mixed martial arts events including live, televised and pay-per-view events and the commercial exploitation of related products and services at such events.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"Buyer" has the meaning set forth in the preamble hereto.

"Claim" has the meaning set forth in Section 10.4.

"Claim Notice" has the meaning set forth in Section 10.4.

"Claimed Amount" has the meaning set forth in Section 10.4.

"Closing" means the closing of the purchase and sale of the Purchased Assets contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Code" has the meaning set forth in Section 3.4.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock of Buyer $0.001 par value per share.

"Confidential Information" has the meaning set forth in Section 12.3.

"Employee Plan" has the meaning set forth In Section 5.16.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Equipment" has the meaning set forth in Section 2.1(c).

"Excluded Assets" has the meaning set forth in Section 2.2.

"Executive Employment Agreement" means the Executive Employment Agreement entered into by and between Buyer and the Selling Member in substantially the form attached hereto as Exhibit C.

"Fighter Contract" has the meaning set forth in Section 5.21.

"Final Purchase Price Allocation" has the meaning set forth in Section 3.4.

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Gross Profit" has the meaning set forth in Section 3.2.

"Indemnified Person" has the meaning set forth in Section 10.3(a).

"Indemnifying Person" has the meaning set forth in Section 10.3(a).

"Intellectual Property Rights" means all intellectual property and other proprietary rights, protected or protectable, under the laws of the United States or any political subdivision thereof, including, without limitation (i) copyrights (including but not limited to all copyrights in Seller's MMA event video library and fighter photographs and other copyrighted works, subject to the disclosures set forth in Schedules 2.2 and 5.5); (ii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iii) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; and (iv) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iii) above. For purposes of clarification, Intellectual Property Rights shall not include any trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers together with all goodwill associated therewith which are licensed by Seller to Buyer pursuant to the Trademark License Agreement.

"Intellectual Property Transfer Agreement" means the Intellectual Property Transfer Agreement in substantially the form attached hereto as Exhibit D.

"Inventory" has the meaning set forth in Section 2.1(h).

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"IPO Price" means the price to the public reflected in the prospectus of the Buyer relating to the IPO that is first filed by the Buyer with the Commission pursuant to Rule 424(b) promulgated under the Securities Act.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Liability" has the meaning set forth in Section 2.3.

"Lock-Up Agreement" means that certain Lock-Up Agreement entered into by and among Selling Member, the Buyer and the underwriters participating in the IPO in substantially the form executed by each Person serving as an officer, director or 1% shareholder of Buyer or being issued shares of Common Stock in connection with the Target Company Transactions restricting the sale, transfer (other than for estate planning purposes), or other disposition of Common Stock held by such Person for a period of 180 days from the Closing Date.

"Losses" has the meaning set forth in Section 10.4.

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means that certain Non-Competition and Non-Solicitation Agreement in substantially the form attached hereto as Exhibit E.

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Assignment and Assumption Agreement, the Bill of Sale, Conveyance and Assignment, the Intellectual Property Transfer Agreement, the Non-Competition and Non-Solicitation Agreement, the Executive Employment Agreement, and the Trademark License Agreement.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to Seller in connection with the Business.

"Permitted Encumbrances" means (i) Encumbrances set forth on Schedule 2.1, (ii) the Assumed Liabilities and any Encumbrances securing the same, (iii) any Encumbrance in favor of a Person claiming by or through Buyer, (iv) any Encumbrance which will be released at Closing, and (v) the lien for ad valorem taxes not yet due or payable.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trademark License Agreement" means that certain Trademark License Agreement in substantially the form attached hereto as Exhibit F.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Third Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Transferred Intellectual Property" has the meaning set forth in Section 2.1(k).

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. Generally Accepted Accounting Principles.

"1060 Forms" has the meaning set forth in Section 3.4.

ARTICLE 2
PURCHASE AND SALE

2 . 1 Agreements to Purchase and Sell. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances (except the Permitted Encumbrances), all of Seller's right, title and interest in and to all of the properties, assets, and other rights of every kind and nature, whether tangible or intangible, real or personal, owned, leased, licensed or otherwise held by Seller as of the Closing, in each case to the extent primarily relating to or used in the Business regardless of where such assets are located (collectively, the "Purchased Assets"), including but not limited to the following:

(a) all cash needed to conduct the Seller's first scheduled promotion following the Closing;

(b) all accounts receivable, notes and notes receivable and other receivables (whether or not billed) relating to the Business (collectively, the "Accounts Receivable") to the extent needed to satisfy Seller's cash outlays for its first scheduled promotion following the Closing;

(c) all lighting, trusses, machinery, tools, spare parts, vehicles, furniture, fixtures, fighter cages and other equipment and other tangible personal property (excluding Inventory) of the Business (collectively, the "Equipment"), including such Equipment identified on Schedule 2.1(c), and all transferrable warranties and guarantees, if any, express or implied, existing for the benefit of Seller in connection with the Equipment;

(d) all contracts and agreements of Seller including, without limitation, leases, licenses, sponsorship agreements, agreements with fighters and managers, employment agreements, non-competition and non-solicitation agreements, agreements with event venues, open quotations and bids from or to Seller's suppliers, customers or potential customers, and other agreements, whether oral or written, relating to or used in the Business, including those identified on Schedule 2.1(d) (collectively, the "Assumed Contracts");

(e) all rights under the all leases and subleases of real property relating to or used in the Business and listed on Schedule 2.1(e) ("Real Estate Leases");

(f) all deposits, prepayments and prepaid expenses or other similar current assets used in the Business;

(g) all transferable approvals, authorizations, certifications, consents, variances, permissions, licenses and Permits to or from, or filings, notices or recordings to or with, any Governmental Authority used in the Business;

(h) all inventory, including all raw materials, work-in-process, finished goods, packaging materials, office supplies, maintenance supplies, spare parts and similar items used or intended for use in connection with the Business ("Inventory");

(i) all leasehold improvements constructed by Seller or provided by landlords for Seller, subject to the rights and obligations under the Real Estate Leases;

(j) all sales and marketing information, including all customer records and sales history with respect to customers (including invoices), sales and marketing records, price lists, documents, correspondence, studies, reports, and all other books, ledgers, files, and records of every kind, tangible data, customer lists (including appropriate contact information), vendor and supplier lists, service provider lists, promotional literature and advertising materials, catalogs, data books and records, of the Seller, relating to the Business;

(k) all Intellectual Property Rights related to the Business, including the goodwill of the business related thereto (collectively, the "Transferred Intellectual Property");

(l) all records, reports and information files of Seller relating to the Business (including business development and development history files);

(m) all claims, warranties, guarantees, refunds, causes of action, defenses, counterclaims, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (including rights to insurance proceeds) related to the Business, received after the Closing Date with respect to damage, non-conformance of or loss to the Purchased Assets, except for any of the foregoing to the extent they arise under the Excluded Assets;

(n) to the extent transferable, all facsimile numbers related to the Purchased Assets, including, without limitation, those described on Schedule 2.1 (n);

(o) all other assets used in connection with the Business and not retained by Seller pursuant to Section 2.2.

2 . 2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer or assign, and Buyer shall not purchase or otherwise acquire, the following assets of Seller (such assets being collectively referred to hereinafter as the "Excluded Assets"):

(a) all rights of Seller arising under this Agreement, the Other Agreements or from the consummation of the transactions contemplated hereby or thereby;

(b) all corporate minute books, stock records and Tax returns (including all work papers relating to such Tax returns) of Seller and such other similar corporate books and records of Seller as may exist on the Closing Date;

(c) all claims and rights to refunds of Taxes paid by or on behalf of Seller;

(d) all assets of any employee benefit plan, arrangement, or program maintained or contributed to by Seller;

(e) all licenses and approvals of any Governmental Authority related to the Business that are personal to Seller and non-transferrable (provided that all MMA promotion licenses needed to conduct the Business will be transferred to or associated with the Buyer to the extent permitted by the relevant Governmental Authority);

(f) all employee, personnel and other records that Seller is required by Law to retain in its possession;

(g) all capital stock held in treasury;

(h) notes receivable from employees or shareholders of Seller; and

(i) the items set forth on Schedule 2.2.

2.3 Liabilities of Seller; Assumed Liabilities. Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of Seller of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Purchased Assets, the Business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, Taxes, warranty or personal injury claims accrued prior to the Closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of Seller. Notwithstanding the foregoing, on the Closing Date, Buyer shall assume and agrees to timely pay, perform and discharge the following Liabilities of Seller (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the Closing Date under the Assumed Contracts, other than any Liability arising out of or relating to a breach of any Assigned Contract that occurred prior to the Closing Date; and

(b) all Liabilities or other claims related to the Business, that arise from acts performed by Buyer after the Closing Date or that arise from ownership and operation of the Purchased Assets and Business after the Closing Date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

2 . 4 Procedures for Purchased Assets not Transferable. If any property or other rights included in the Purchased Assets are not assignable or transferable either by virtue of the provisions thereof or under applicable law without the consent of some third party or parties, Seller shall use its commercially reasonable efforts to obtain such consents after the execution of this Agreement, but prior to the Closing, and Buyer shall use its commercially reasonable efforts to assist in that endeavor. If any such consent cannot be obtained prior to the Closing and the Closing occurs, this Agreement, the Other Agreements and the related instruments of transfer shall not constitute an assignment or transfer of the Purchased Asset regarding which such consent was not obtained and Buyer shall not assume Seller's obligations with respect to such Purchased Asset, but Seller shall use its commercially reasonable efforts to obtain such consent as soon as reasonably possible after the Closing or otherwise obtain for Buyer the practical benefit of such property or rights and Buyer shall use its commercially reasonable efforts to assist in that endeavor. For purposes of this Section 2.4 only and not for the purposes of the rest of this Agreement, commercially reasonable efforts shall not include any requirement of either party to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party.

ARTICLE 3
PURCHASE PRICE

3 . 1 Purchase Price. The purchase price ("Purchase Price") for the Purchased Assets shall be $750,000, subject to the Earn Out adjustment pursuant to Section 3.2.

3 . 2 Adjustments to Purchase Price. To the extent the Gross Profit generated from the Purchased Assets exceeds $100,000 for the full calendar year following the Closing, the Purchase Price will be adjusted upward proportionately such that each additional dollar of Gross Profit in excess of $100,000 will increase the Purchase Price by seven (7) dollars (the "Earn Out"). The Earn Out will be computed by the Company and confirmed by its accountants in the quarter following the full calendar year following the Closing. The methodology (including allocations of corporate revenue and expenses to the Purchased Assets and the Business) for determining the Earn Out will be consistently applied by Buyer to each of the Target Companies. Buyer will apply an allocation of any corporate revenues that are generated in whole or in part by the Purchased Assets or the Business to the Purchased Assets and the Business, and such allocation shall be commercially reasonable and proportionate in relation to the other Target Companies. The Earn Out will be paid to the Seller in shares of Common Stock valued at the lesser of (i) the IPO Price and (ii) the trailing 20 day VWAP for the Common Stock on the Trading Market as reported by Bloomberg, L.P. as of the date Buyer reports its quarterly report on Form 10-Q for the quarter following the full calendar year following the Closing. As used in this Agreement and the Other Agreements, "Gross Profit" means total revenue minus the cost of revenue as determined by US GAAP, consistently applied. THE SELLER ACKNOWLEDGES THAT HIS SALARY WILL BE DEEMED AN EXPENSE OF THE BUSINESS AND SHALL BE INCLUDED IN COST OF REVENUE FOR PURPOSES OF DETERMINING THE EARN OUT.

3.3 Payment of Purchase Price. The Purchase Price shall be paid at the Closing by delivery:

(a) to Seller of Two Hundred Fifty Thousand and no/100 Dollars ($250,000.00) in cash; and

(b) to Seller of the number of shares of Common Stock (rounded to the nearest whole number) equal to Five Hundred Thousand and no/100 Dollars $500,000.00 divided by the IPO Price.

3.4 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets and the Assumed Liabilities in accordance with Schedule 3.4 (the "Final Purchase Price Allocation"), which has been prepared in accordance with the rules under Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent the Purchase Price is adjusted under Section 3.2, the parties shall adjust the Final Purchase Price Allocation consistent with Schedule 3.4 and the rules under Section 1060 of the Code to reflect such adjustment to the Purchase Price. The parties recognize that the Purchase Price does not include Buyer's acquisition expenses and that Buyer will allocate such expenses appropriately. The parties agree to act in accordance with the computations and allocations contained in the Final Purchase Price Allocation in any relevant Tax returns or filings (including any forms or reports required to be filed pursuant to Section 1060 of the Code or any provisions of local, state and foreign law ("1060 Forms")), and to cooperate in the preparation of any 1060 Forms and to file such 1060 Forms in the manner required by applicable law. Neither Buyer nor Seller shall take any position (whether in audits, Tax returns, or otherwise) that is inconsistent with the Final Purchase Price Allocation unless required to do so by applicable law.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Purchased Assets and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Purchased Assets and Seller and Buyer shall execute and Seller shall deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Purchased Assets or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price, Assumption of Assumed Liabilities and Buyer's Closing Deliveries. In consideration for the transfer of the Purchased Assets and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller the Bill of Sale, Conveyance and Assignment and the Assignment and Assumption Agreement, whereby Buyer assumes the Assumed Liabilities, and each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

(c) Notification of transfer of Purchased Assets. At or before the Closing, Seller will notify all parties to the contracts specified on Schedule 5.7 hereto of the transfer of the Purchased Assets to Buyer and provide copies of such notices to Buyer.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE SELLING STOCKHOLDER

Seller and the Selling Member, jointly and severally, represent and warrant to Buyer as follows:

5.1 Organization. Seller is a limited liability company duly organized and validly existing in good standing under the laws of the State of Maryland, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of its Business makes such qualification necessary, except as to jurisdictions where the failure to qualify would not reasonably be expected to have a material adverse effect on the Business of the Seller or the Purchased Assets, and has all requisite corporate power and authority to own, lease and operate the Purchased Assets and to carry on its Business, as now being conducted.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.7, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Purchased Assets under (i) any provision of its Articles of Organization, Operating Agreement, or other organizational documentation of Seller, (ii) any material agreement or instrument to which Seller is a party or by which it or its properties are bound, (iii) any authorization, judgment, order, award, writ, injunction or decree of any Governmental Authority which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, or (iv) any applicable law, statute, ordinance, regulation or rule which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, and, will not result in the creation or imposition of any Encumbrance on any of the Purchased Assets. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5.3 Equipment and other Purchased Assets. Other than as set forth on Schedule 5.3, the Equipment and other Purchased Assets owned by, in the possession of, or used by Seller, in connection with the Business is in good condition and repair, ordinary wear and tear excepted, and is usable in the ordinary course of business.

5 . 4 Title. Other than as set forth on Schedule 5.4, the Purchased Assets are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances other than Permitted Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Purchased Assets, free and clear of all Encumbrances, except for the Permitted Encumbrances and Assumed Liabilities, and subject to obtaining any consents of Persons listed on Schedule 5.7.

5.5 Intellectual Property. Identified on Schedule 5.5 is a complete and accurate list of all Intellectual Property Rights used by Seller in the Business. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is owned free and clear of all Encumbrances or has been duly licensed for use by Seller and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, the Seller has not violated the terms of any license pursuant to which any part of the Transferred Intellectual Property has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.5, the Transferred Intellectual Property does not infringe on any Intellectual Property Rights of any third party. To the Seller's knowledge the Transferred Intellectual Property together with the rights granted under the Trademark License Agreement constitutes all of the Intellectual Property Rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5, the Transferred Intellectual Property will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5 . 6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of Seller threatened, (i) arising out of or relating to any aspect of the Business, or any part of the Purchased Assets, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving Seller, its shareholders, or the officers, directors or employees of Seller in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except as set forth on Schedule 5.7, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5.8 Brokers, Etc. No broker or investment banker acting on behalf of Seller or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Seller.

5 . 9 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Purchased Assets (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

5 . 1 0 Assumed Contracts. All current and complete copies of all Assumed Contracts (which shall be deemed to include all Fighter Contracts) have been delivered to or made available to the Buyer. Except as set forth on Schedule 5.10, the Assumed Contracts are all in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under such Assumed Contracts on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Assumed Contracts, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.10, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Assumed Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.11 Tax Matters. In each case except as would not reasonably be expected to have a material adverse effect on the Purchased Assets:

(a) No failure, if any, of the Seller to duly and timely pay all Taxes, including all installments on account of Taxes for the current year, that are due and payable by it will result in an Encumbrance on the Purchased Assets;

(b) There are no proceedings, investigations, audits or claims now pending or threatened against the Seller in respect of any Taxes, and there are no matters under discussion, audit or appeal with any governmental authority relating to Taxes, which will result in an Encumbrance on the Purchased Assets;

(c) The Seller has duly and timely withheld all Taxes and other amounts required by law to be withheld by it relating to the Purchased Assets (including Taxes and other amounts relating to the Purchased Assets required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any employees, officers or directors and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by law to be remitted by it; and

(d) The Seller has duly and timely collected all amounts on account of any sales or transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales Taxes with respect to the Purchased Assets, required by law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by law to be remitted by it.

5.12 Scope of Rights in Purchased Assets. Except as set forth on Schedule 5.12, the rights, properties, and assets included in the Purchased Assets include substantially all of the rights, properties, and assets, of every kind, nature and description, wherever located, that Seller believes are necessary to own, use or operate the Business.

5.13 Compliance with Laws. Seller is in compliance with all laws applicable to the Business, except where the failure to be in compliance would not have a material adverse effect on the Purchased Assets or the Business. Seller has not received any unresolved written notice of or been charged with the violation of any laws applicable to the Business except where such charge has been resolved. Except as set forth on Schedule 5.13, there are no pending or, to the knowledge of the Seller, threatened actions or proceedings by any Governmental Authority, which would prohibit or materially impede the Business.

5.14 Financial Statements. Seller has provided to Buyer for inclusion in the Registration Statement copies of the audited balance sheet of the Seller at December 31, 2013 and December 31, 2014 and the related statements of income and cash flows for the years then ended (collectively, the "Audited Financial Statements") together with the unaudited balance sheet of the Seller at September 30, 2015 and the related statements of income and cash flows for the nine months then ended (referred to as the "Most Recent Financial Statements". Except as set forth on Schedule 5.14, such Audited Financial Statements and Most Recent Financial Statements have been compiled in accordance with U.S. GAAP and fairly present, in all material respects, the net assets of the Business at December 31, 2014 and for the nine months ended September 30, 2015 and the operating profit or loss of the Business.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, reflected in the Most Recent Financial Statements or set forth on Schedule 5.15, since December 31, 2014, (i) the Business has been conducted in all material respects in the ordinary course of business and (ii) neither Seller nor the Selling Member have taken any of the following actions:

(a) sold, assigned or transferred any material portion of the Purchased Assets other than (i) in the ordinary course of business or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business or the Purchased Assets;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which Buyer will not be obligated following the Closing);

(d) except in the ordinary course of business, made any capital expenditures or commitments therefor with respect to the Business in an amount in excess of $50,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise), other than acquisitions that have not or will not become integrated into the Business;

(f) amended the terms of any existing Employee Plan, except for amendments required by Law;

(g) changed the Tax or accounting principles, methods or practices of the Business, except in each case to conform to changes required by Tax Law, in U.S. GAAP or applicable local generally accepted accounting principles;

(h) amended, cancelled (or received notice of future cancellation of) or terminated any Assumed Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by Seller to any Business Employee, or declared or paid, or committed to declare or pay, any bonus or other additional payment to and Business Employees, other than (A) payments for which Buyer shall not be liable after Closing, (B) customary compensation increases and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Assumed Contracts or Permits as and when due (except where contested in good faith or cured by Seller) under the terms of such Assumed Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business or the Purchased Assets, not covered by insurance;

(l) incurred any material claims relating to the Business or the Purchased Assets not covered by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, sold, assigned, transferred, pledged or otherwise placed an Encumbrance on any Purchased Asset, except in the ordinary course of business, as otherwise set forth herein or that will be released at Closing;

(n) transferred, granted, licensed, assigned, terminated or otherwise disposed of, modified, changed or cancelled any material rights or obligations with respect to any of the Transferred Intellectual Property, except in the ordinary course of business; or

(o) entered into any agreement or commitment to take any of the actions set forth in paragraphs (a) through (n) of this Section 5.15.

5.16 Employee Benefit Plans. Attached on Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of Seller (the "Employee Plans"). Each of the Employee Plans has been operated in accordance with its terms, does not discriminate (as that term is defined in the Code) and will, along with all other bonus plans, incentive or compensation arrangements provided by Seller to or for its employees, be terminated by Seller immediately following Closing. All payments due from Seller pursuant thereto have been paid.

5.17 Business Employees. Attached on Schedule 5.17 is a list of all employees of Seller (collectively, the "Business Employees"), their current salaries or compensation, a listing of commission arrangements, a list of commitments for future salary or compensation increases, and the last salary raise with dates and amounts. Schedule 5.17 lists all individuals with whom Seller has employment, consulting, representative, labor, non-compete or any other restrictive agreements. Except as set forth on Schedule 5.17, Seller has not entered into any severance or similar arrangement with respect of any Business Employee (or any former employee or consultant) that will result in any obligation (absolute or contingent) of Buyer or Seller to make any payment to any Business Employee (or any former employee or consultant) following termination of employment.

5.18 Labor Relations. Except as set forth on Schedule 5.18, Seller has complied in all material respects with all federal, state and local laws, rules and regulations relating to the employment of labor including those related to wages, hours and the payment of withholding and unemployment Taxes. Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrearage of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.19 Sponsors, Vendors and Suppliers. Attached on Schedule 5.19 is a complete and accurate list of (i) the five (5) largest sponsors of Seller in terms of revenue during the period from January 1, 2014 through June 30, 2015, showing the approximate total amount of sponsorship revenue by Seller from each such sponsor during such period; and (ii) the five (5) largest vendors and suppliers (whether of production services, event venues, equipment, fighter managers, etc.) to Seller in terms of purchases or payments made by Seller to such vendor or supplier during the period from January 1, 2014 through June 30, 2015, showing the approximate total purchases or payments by Seller from each such supplier during such period. Except as set forth on Schedule 5.19 and to Seller's knowledge, as of the date of this Agreement there has been no adverse change in the business relationship of Seller with any sponsor or supplier named on Schedule 5.19 that is material to the Business or the financial condition of Seller.

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither Seller nor the Selling Member have any direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding securities of corporations listed on a national securities exchange or registered under the Securities Exchange Act of 1934, as amended) in (i) any entity which does business with Seller or is competitive with the Business, or (ii) any property, asset or right which is used by Seller in the conduct of its Business.

5.21 Fighters Under Contract. Schedule 5.21 sets forth each agreement to which the Seller or Selling Member is a party with any professional mixed martial arts fighter and the economic terms of each such agreement (each a "Fighter Contract"). Each Fighter Contract is in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under any such Fighter Contract on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Fighter Contract, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.21, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Fighter Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.22 Inventories. All Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, has been purchased in the ordinary course of business, is free from material defects, consists of goods of the kind, quantity and quality regularly used and sold in the Business. The Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, is merchantable and fit for its intended purpose and Seller has not, is not contemplating, nor has any reason to believe that a recall of such items or any items previously sold by Seller is necessary or warranted.

5.23 Accounts Receivable. All of the Accounts Receivable are (and as of the Closing Date will be) bona fide receivables subject to no counterclaims or offsets and arose in the ordinary course of business. At the Closing and except for Permitted Encumbrances, no person or entity will have any lien on such Accounts Receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment will have been made with respect to any such Accounts Receivable.

5.24 Insurance. Seller maintains (i) insurance on all the Purchased Assets covering property damage by fire or other casualty which it is customary for Seller to insure, (ii) insurance protection against all liabilities, claims, and risks against which it is customary for Seller to insure, and (iii) insurance for worker's compensation and unemployment, products liability, and general public liability. All of such policies are consistent with past practices of Seller. Seller is not in default under any of such policies or binders. Such policies and binders are in full force and effect on the date hereof and shall be kept in full force and effect through the Closing Date.

5.25 Payment of Debts. Except for those liabilities assumed by Buyer pursuant to Section 2.3, Seller has made adequate provisions for payments of the amount due to its creditors and shall pay the same at Closing or pursuant to their existing terms on or before the Closing.

5.26 Accuracy of Statements. No representation or warranty by Seller or Selling Member in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Seller or Selling Member that materially adversely affects the business, financial condition or affairs of the Business, Seller or Selling Member. No representation made by a Selling Member to Buyer during the due diligence process leading up to the execution of this Agreement on in connection with the other Target Company Transactions contained an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

5.27 Representations and Warranties of Buyer. Neither Seller nor Selling Member are aware of, or have discovered through due diligence, any breaches by Buyer of its representations and warranties made in Article 6 of this Agreement, which they have not disclosed to Buyer.

5.28 Sufficiency of Assets. Other than as set forth on Schedule 5.28, the Purchased Assets constitute all of the assets necessary to conduct the Business as it is conducted as of the date of this Agreement. Other than as set forth on Schedule 5.28, all Permits and Assumed Contracts, including those identified on Schedule 2.1(d) will be available for use by the Buyer on materially identical terms (i) as of the Closing and (ii) for one year following the Closing.

5.29 The Selling Member.

(a) The Selling Member has never (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such Selling Member, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such Selling Member's assets, (iv) admitted in writing such Selling Member's inability to pay his or her debts as they become due, or (v) taken or been the subject of any action that may have an adverse effect on his ability to comply with or perform any of his covenants or obligations under any of the Other Agreements or which would require disclosure in the Registration Statement.

(b) Selling Member is not subject to any Order or is bound by any agreement that may have an adverse effect on his ability to comply with or perform any of his or her covenants or obligations under any of the Other Agreements. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of Selling Member to comply with or perform any of his covenants or obligations under any of the Other Agreements. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.30 Investment Purposes.

(a) Seller and Selling Member (i) understand that the shares of Common Stock to be issued to Seller pursuant to this Agreement have not been registered for sale under any federal or state securities Laws and that such shares are being offered and sold to Seller pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agree that Seller is acquiring such shares for its own account for investment purposes only and without a view to any distribution thereof other than to the Selling Member as permitted by the Securities Act and subject to the Lock-Up Agreement, (iii) acknowledge that the representations and warranties set forth in this Section 5.30 are given with the intention that the Buyer rely on them for purposes of claiming such exemption from registration, and (iv) understand that they must bear the economic risk of the investment in such shares for an indefinite period of time as such shares cannot be sold unless subsequently registered under applicable federal and state securities Laws or unless an exemption from registration is available therefrom.

(b) Seller and Selling Member agree (i) that the shares of Common Stock to be issued to Seller pursuant to this Agreement will not be sold or otherwise transferred for value unless (x) a registration statement covering such shares has become effective under applicable state and federal securities laws, including, without limitation, the Securities Act, or (y) there is presented to the Buyer an opinion of counsel satisfactory to the Buyer that such registration is not required, (ii) that any transfer agent for the Common Stock may be instructed not to transfer any such shares unless it receives satisfactory evidence of compliance with the foregoing provisions, and (iii) that there will be endorsed upon any certificate evidencing such shares an appropriate legend calling attention to the foregoing restrictions on transferability of such shares.

(c) Seller and Selling Member is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act.

(d) Seller and Selling Member (i) are aware of the business, affairs and financial condition of the Buyer and the other Target Companies, and have acquired sufficient information about the Buyer and the other Target Companies, the IPO and the Target Company Transactions to reach an informed and knowledgeable decision to acquire the shares of Common Stock to be issued to Seller pursuant to this Agreement, (ii) have discussed the Buyer's plans, operations and financial condition with the Buyer's officers, (iii) have received all such information as they have deemed necessary and appropriate to enable them to evaluate the financial risk inherent in making an investment in the shares of Common Stock to be issued pursuant to this Agreement, (iv) have sufficient knowledge and experience in financial and business matters and in the business of conducting mixed martial arts promotions so as to be capable of evaluating the merits and risks of their investment in Common Stock, and (v) are capable of bearing the economic risks of such investment.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and the Selling Member as follows:

6.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6 . 2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Buyer to consummate the transactions contemplated hereby.

6 . 4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Buyer; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Buyer is a party which breach or default would have a material adverse effect on the business or financial condition of Buyer or their ability to consummate the transactions contemplated hereby; or (iii) a violation by Buyer of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Buyer or its ability to consummate the transactions contemplated hereby.

6.5 Brokers, Etc. No broker or investment banker acting on behalf of Buyer or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Buyer. All underwriting discounts and fees incident to the IPO will be paid by Buyer.

6.6 Accuracy of Statements. No representation or warranty by Buyer in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Buyer that materially adversely affects the business, financial condition or affairs of the Buyer.

6 . 7 Representations and Warranties of Seller and the Selling Member. Buyer is not aware of, nor has discovered through due diligence, any breaches by Seller or Selling Member of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to Seller and the Selling Member.

6.8 Capitalization. The authorized capital stock of the Buyer consists of (i) 45,000,000 shares of Common Stock, of which on the date hereof 5,289,136 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share, of which on the date hereof and on the Closing Date no shares are issued and outstanding. Other than shares of Common Stock sold in the IPO or issued in connection with the Target Company Transactions, and set forth in the Registration Statement no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of the Company is authorized or outstanding. The Company does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of the Company. The Company does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Company. At the Closing, the shares of Common Stock to be issued to Seller as consideration for the Purchase Price will be duly authorized, validly issued, fully paid and non-assessable.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Selling Member, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7.1 Compensation. Except in the ordinary course of business or as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by Seller, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

7.2 Encumbrance of Assets. Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the Purchased Assets or other assets of Seller, exclusive of liens arising as a matter of law in the ordinary course of business as to which there is no known default;

7.3 Incur Liabilities. Not take any action which would cause Seller to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business or which will be paid at Closing;

7.4 Disposition of Assets. Not sell or transfer any of the Purchased Assets or any other tangible or intangible assets of Seller or cancel any debts or claims, except in each case in the ordinary course of business;

7.5 Executory Agreements. Except for modifications in connection with extensions of existing agreements in the ordinary course of business, not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the executory agreements of Seller including, without limitation, any Fighter Contracts, agreements with vendors, televisions or media partners, event sponsors or event venue providers except as otherwise approved by Buyer in writing, which consent will not be unreasonably withheld or delayed;

7.6 Material Transactions. Not enter into any transaction material in nature or amount without the prior written consent of Buyer, except for transactions in the ordinary course of business;

7.7 Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements;

7.8 Preservation of Business. Use its best efforts to preserve the Purchased Assets, keep in faithful service the present officers and key employees of Seller (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with Seller;

7.9 Investigation. Allow, during normal business hours, Buyer's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to Seller in the possession of Seller, its officers, directors, employees, auditors or counsel, in order that Buyer may have full opportunity to make such investigation as it may desire of the properties and Business of Seller;

7.10 Compliance with Laws. Comply in all material respects with all Laws applicable to Seller or to the conduct of its Business;

7.11 Notification of Material Changes. Provide Buyer's representatives with prompt written notice of any material and adverse change in the condition (financial or other) of Seller's assets, liabilities, earnings, prospects or business which has not been disclosed to Buyer in this Agreement; and

7.12 Cooperation. Cooperate fully, completely and promptly with Buyer in connection with (i) securing any approval, consent, authorization or clearance required hereunder, or (ii) satisfying any condition precedent to the Closing without additional cost and expense to Seller unless such action is otherwise the obligation of Seller.

7.13 Accounting Matters and Registration Statement. Cooperate fully, completely and promptly with Buyer, its counsel, and all auditors in connection with the Registration Statement, including using best efforts to provide Buyer with all Seller financial statements required by Regulation S-X promulgated under the Securities Act for inclusion in the Registration Statement.

Nothing in this Agreement shall prohibit Seller from paying dividends and other distributions to the Selling Member.

ARTICLE 8
CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True. The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit G attached hereto, executed by the Chief Executive Officer of Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price and assumed the Assumed Liabilities as provided in Section 4.2(b).

(d) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller and the Selling Member hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True. The representations and warranties of Seller and the Selling Member contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller and the Selling Member contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Purchased Assets or the Business taken as a whole, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit H attached hereto, executed by the Chief Executive Officer of Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Other Agreements. Seller and the Selling Member shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Material Adverse Change. There shall not have been a material adverse change in the Seller's business, financial condition, prospects, assets or operations relating to the Purchased Assets or the Business, taken as a whole, except to the extent such material adverse change arises from or relates to: (i) any change in economic, business or financial market conditions in the United States or regions in which the Business operates, (ii) changes in any Laws or in accounting rules or standards; (iii) any natural disaster, act of terrorism or war, or the outbreak of hostilities, or any other international or domestic calamity or crisis; (iv) any action taken or not taken with the prior written consent of the Purchaser or required or expressly permitted by the terms of this Agreement; (v) the pendency of this Agreement and the transactions contemplated hereby or (vi) any existing event, circumstance, change or effect with respect to which the Buyer has knowledge as of the date of this Agreement.

(f) Non-Competition and Non-Solicitation Agreements. The Selling Member shall have entered into a Non-Competition and Non-Solicitation Agreement with the Buyer in substantially the form attached hereto as Exhibit F.

(g) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

(h) IPO. Buyer shall have completed the IPO.

(i) Available Cash at Closing. The amount of cash acquired at Closing pursuant to Section 2.1(a) shall be at a minimum sufficient to conduct the Seller's next scheduled event consistent with past practice and utilizing solely the Purchased Assets.

(j) Satisfaction of Encumbrances. Seller shall deliver a payoff letter or similar documentation, in form reasonably acceptable to Buyer, terminating any Encumbrance on any of the Purchased Assets, together with executed UCC-2 or UCC-3 termination statements (or any other applicable termination statement) executed by each Person holding Encumbrances on any Purchased Asset.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Purchased Assets for all periods prior to Closing and shall preserve all such information, records and documents until the later of: (a) six (6) years after the Closing; (b) the expiration of all statutes of limitations for Taxes for periods prior to the Closing, or extensions thereof applicable to Seller and its shareholders for Tax information, records or documents; or (c) the required retention period for all government contract information, records or documents. Prior to destroying any records related to Seller for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Tax Matters.

(a) Bifurcation of Taxes. Seller and its Affiliates shall be solely liable for all Taxes imposed upon Seller attributable to the Purchased Assets for all taxable periods ending on or before the Closing Date. Buyer and its Affiliates shall be solely liable for any Taxes imposed upon Buyer attributable to the Purchased Assets for any taxable year or taxable period commencing after the Closing Date.

(b) Transfer Taxes. Buyer and Seller shall each pay one-half of any and all sales, use, transfer and documentary Taxes and recording and filing fees applicable to the transfer of the Purchased Assets.

(c) Cooperation and Records. After the Closing Date, Buyer and Seller shall cooperate in the filing of any Tax returns or other Tax-related forms or reports, to the extent any such filing requires providing each other with necessary relevant records and documents relating to the Purchased Assets. Seller and Buyer shall cooperate in the same manner in defending or resolving any Tax audit, examination or Tax-related litigation. Buyer and Seller shall cooperate in the same manner to minimize any transfer, sales and use Taxes. Nothing in this Section shall give Buyer or Seller any right to review the other's Tax returns or Tax related forms or reports.

(d) Bulk Sales Laws. Seller and Buyer waive compliance with bulk sales laws for Tax purposes.

9.3 Post-Closing Delivery. Subject to the provisions of Section 4.2, Seller agrees to arrange for physical delivery to Buyer of the tangible Purchased Assets in Seller's possession. Buyer and Seller acknowledge that title and risk of loss with respect to all Purchased Assets shall pass to Buyer at Closing. Seller agrees to use commercially reasonable efforts to preserve and maintain the tangible Purchased Assets in good working condition and to protect such Purchased Assets against damage, deterioration and other wasting. All Intellectual Property (in particular all MMA video content) comprising the Purchased Assets will be delivered to Buyer in electronic form consistent with common industry practice.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller and the Selling Member. Seller and Selling Member hereby jointly and severally agree to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) in respect of the following:

(a) Losses resulting in bodily injury, wrongful death, and/or property damages, including without limitation, actual, punitive, direct, indirect, or consequential damages and all attorney's fees and court costs recoverable by the injured party or parties arising out of litigation that is currently pending against Seller or arising from facts which occurred prior to Closing which, in the case of litigation, the defense of which is not being defended by Seller's insurance carrier or, if the same results in or has resulted in a verdict or damages to be paid, the same is not being paid by Seller's insurance company.

(b) Losses resulting from the breach of any representations, warranties, covenants or agreements made by Seller or Selling Member in this Agreement or the Other Agreements.

10.2 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend and hold Seller and the Selling Member harmless from and against any Losses in respect of the following:

(a) Losses resulting from any breach of any representations, warranties, covenants or agreements made by Buyer in this Agreement or the Other Agreements.

(b) Buyer's operation of the Business and ownership of the Purchased Assets after the Closing, including, without limitation, all sales and use Taxes, ad valorem Taxes, and products liability claims with respect to such post-Closing operations.

(c) The Assumed Liabilities, including all claims arising from the obligations assumed under the Assumed Contracts as set forth in Section 2.1(d).

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually and materially prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Indemnifying Party of such response, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17.

10.5 Losses.

(a) For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

(b) Any liability for indemnification under this Agreement shall be determined without duplication of recovery due to the facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) The Indemnified Person agrees to use all reasonable efforts to obtain recovery from any and all third parties who are obligated respecting a Loss (e.g. parties to indemnification agreements, insurance companies, etc.) ("Collateral Sources") respecting any Claim pursuant to which the Indemnified Person is entitled to indemnification hereunder. If the amount to be netted hereunder from any payment from a Collateral Source is determined after payment of any amount otherwise required to be paid to an Indemnified Person under this Article 10, the Indemnified Person shall repay to the Indemnifying Person, promptly after such receipt from Collateral Source, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 10 had such receipt from the Collateral Source occurred at the time of such payment.

(d) Each Indemnified Person shall (and shall cause its Affiliates to) use commercially reasonable efforts to mitigate any claim for Losses that an Indemnified Person asserts under this Article 10.

(e) The amount of any and all Losses (and other indemnification payments) under this Agreement shall be decreased by (A) any Tax benefits in excess of Tax detriments actually realized by the applicable Indemnified Person related to the Loss, including deductibility of any such Losses (or other items giving rise to such indemnification payment), and (B) the amount of any insurance proceeds or other amounts recoverable from Collateral Sources (netted against deductibles and other costs associated with making or pursuing any such claims, as applicable), received or to be received by the applicable Indemnified Person with respect to such Losses under any insurance policy maintained by the Indemnified Person or any other Person or from any other Collateral Source. The Indemnified Person will assign to the Indemnifying Person any rights or contribution or subrogation the Indemnified Person may have against or respecting any Collateral Source or other Persons related to such Loss which is indemnified by the Indemnifying Person hereunder.

10.6 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Neither Seller and the Selling Member nor Buyer shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller and the Selling Member shall not be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the Purchase Price.

10.7 Exclusive Remedies. Each of Buyer, Seller and the Selling Member acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement and the Other Agreements shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's or the Selling Member's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of Seller's or the Selling Member's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to August 31, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.4, 12.7, 12.9, 12.13, and 12.15 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties. Except with respect to (a) the covenants of Buyer, Seller and the Selling Member which are intended to survive the Closing, (b) Seller's and the Selling Member's representations provided for in Section 5.2(a), 5.4 and 5.8 which survive indefinitely, (c) Seller's and Selling Member's representations provided for in Sections 5.6, 5.11, 5.14, 5.16 and 5.22 which survive until the applicable statute of limitations expires with respect to claims arising under such Sections, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Risk of Loss. All risk of loss with respect to the Purchased Assets to be transferred hereunder shall remain with Seller until the transfer of the Purchased Assets and the Business on the Closing Date. Anything to the contrary in this Agreement notwithstanding, in the event there has been any material damage to or destruction of any of the Purchased Assets prior to the Closing Date and Buyer elects to consummate the transactions contemplated herein, at Closing, Seller shall assign to Buyer all of Seller's right to receive insurance proceeds toward the repair or replacement of such Purchased Assets, if any, and if no such insurance is in effect or the amount payable thereunder is insufficient to repair or replace any such Purchased Assets, the parties shall equitably adjust the Purchase Price; provided, however, if any such adjustment would result in a reduction in the Purchase Price of more than five percent (5%), Seller and the Selling Member's shall have the option to terminate this Agreement.

12.3 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller and the Purchased Assets, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by Seller to Buyer shall become the Confidential Information of Buyer, subject to the restrictions on use and disclosure by Seller imposed under this Section 12.3. Neither Seller, the Selling Member, nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.3; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax returns.

12.4 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, and subject to the obligations of Seller to deliver to Buyer the financial statements required by Section 7.13, all legal, accounting and regulatory fees and expenses incident to the IPO, including preparation and filing of the Registration Statement will be borne by Buyer. Buyer will also cover the reasonable and customary legal fees of one securities counsel designated by the majority the Target Companies being acquired on the Closing Date. At Closing, Seller will satisfy all accounting fees and expenses paid by or otherwise guaranteed by Buyer.

12.5 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.6 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.8 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.9 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.10 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.11 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.12 Further Documents. Each of Buyer, Seller and the Selling Member shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.13 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
c/o Ivy Equity Investors, LLC
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Joseph Gamberale
Phone: (212) 521-4268
Fax: (212) 521-4099

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller or the Selling Member, to:

Bang Time Entertainment, LLC
d/b/a Shogun Fights
9642 Biggs Road
Baltimore, MD 21220
Attention: Mr. John Rallo
Phone: (410) 340-5925
Fax: (410) 391-8558
Email: jrallo44@comcast.net

with copies to:

Silverman, Thompson, Slutkin & White LLC
201 N. Charles St, #2600
Baltimore, MD 21201
Phone: (410) 576-0001
Fax: (410) 547-2432
Email: irainess@mdattorney.com

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.14 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.14 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.16 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if John Rallo is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.17 Submission to Jurisdiction. Each of Buyer, Seller and Selling Member (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.13. Nothing in this Section 12.17, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.18 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Asset Purchase Agreement Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

BANG TIME ENTERTAINMENT, LLC

By: /s/ John Rallo
Name: John Rallo
Title: Managing Member

SELLING STOCKHOLDER:

/s/ John Rallo
John Rallo

BUYER:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Assignment and Assumption Agreement
Exhibit B:	Form of Bill of Sale, Conveyance and Assignment
Exhibit C:	Executive Employment Agreement
Exhibit D:	Form of Intellectual Property Transfer Agreement
Exhibit E	Form of Non-Competition and Non-Solicitation Agreement
Exhibit F	Form of Trademark License Agreement
Exhibit G	Form of Buyer Officer's Certificate
Exhibit H	Form of Seller Officer's Certificate

Schedules

Schedule 2.1	Permitted Encumbrances
Schedule 2.1(c)	Equipment
Schedule 2.1(d)	Assumed Contracts
Schedule 2.1(e)	Real Estate Leases
Schedule 2.1(n)	Additional Assets
Schedule 2.2	Excluded Assets
Schedule 3.4	Allocation of Purchase Price
Schedule 5.3	Equipment and other Purchased Assets
Schedule 5.4	Title
Schedule 5.5	Intellectual Property
Schedule 5.6	Litigation
Schedule 5.7	Required Consents
Schedule 5.10	Contract Exceptions
Schedule 5.12	Scope of Rights in Purchased Assets
Schedule 5.13	Compliance with Laws
Schedule 5.14	Financial Statements
Schedule 5.15	Certain Changes
Schedule 5.16	Employee Plans
Schedule 5.17	Business Employees
Schedule 5.18	Labor Relations
Schedule 5.19	Customers and Suppliers
Schedule 5.20	Conflicts
Schedule 5.21	Fighters Under Contract
Schedule 6.3	Buyer Consents
Schedule 7.1	Compensation Covenant

Schedule 2.1
Permitted Encumbrances

See Schedules 2.2 and 5.5.

Schedule 2.1(c)
Equipment

A. Cage and Parts;
B. 2 Fighter Stools;
C. 30 Pairs of Gloves
D. 2 Sets of Ring Cards.

Schedule 2.1(d)
Assumed Contracts

A. All Fighter Contracts and Television Contracts are on a show-by-show basis.

Schedule 2.1(e)
Real Estate Leases

None.

Schedule 2.1(n)
Additional Assets

None.

Schedule 2.2
Excluded Assets

1. Seller will retain all right, title, and interest, in and to the name "Shogun Fights," as well as the internet domain name www.shogunfights.com, including all intellectual property rights, copyrights, logos, trademarks and service marks attendant thereto; provided, however, that the Seller shall grant to the Buyer an exclusive, royalty-free, fully paid-up trademark license pursuant to the terms and conditions of the Trademark License Agreement attached hereto.

2. The video library existing as of the effective date of this Agreement and currently located at Sheffield Audio Visual Institute. Sheffield's interest in the video library is excluded from the Purchased Assets.

Schedule 3.4
Allocation of Purchase Price

A. $46,000 .00 to Seller as consideration for the Trademark License Agreement;

B $52,500.00 to Seller in consideration for the Shogun video library

C. $651,500.00 to Seller in consideration for goodwill.

Schedule 5.3
Equipment and other Purchased Assets

None.

Schedule 5.4
Title

See Schedules 2.2 and 5.5.

Schedule 5.5
Intellectual Property

A. The video library existing as of the effective date of this Agreement and currently located at the offices of Sheffield Audio Visual Institute is co-owned by and subject to the claims of co-ownership by Sheffield Audio Visual Institute. Sheffield's interest in the video library is excluded from the Purchased Assets.

Schedule 5.6
Litigation

None.

Schedule 5.7
Required Consents

None.

Schedule 5.10
Contract Exceptions

None.

Schedule 5.12
Scope of Rights in Purchased Assets

See Schedule 5.5.

Schedule 5.13
Compliance with Laws

None.

Schedule 5.14
Financial Statements

None.

Schedule 5.15
Certain Changes

None.

Schedule 5.16
Employee Plans

None.

Schedule 5.17
Business Employees

None.

Schedule 5.18
Labor Relations

None.

Schedule 5.19
Customers and Suppliers

I. Customers

1.	Atlantic Remodeling -	$45,000.00
2.	Mo’s Seafood -	$13,500.00
3.	Reliable Property Mngmt -	$10,500.00
4.	Baltimore Sewer Svc. -	$10,000.00
5.	PivNet -	$10,000.00

II. Vendors

1.	Arena Building Expenses -	$40,500.00
2.	Union Stage Hands -	$40,487.00
3.	Sheffield Audio Visual -	$36,464.00
4.	Excel Lighting -	$22,800.00
5.	Cre-a-tv Event Production -	$22,725.00

Schedule 5.20
Conflicts

None.

Schedule 5.21

None.

Schedule 6.3
Buyer Consents

None

Schedule 7.1
Compensation Covenant

Not Applicable as Seller has no Employees

Exhibit A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of _____ __, 2016 is entered into by and among BANG TIME ENTERTAINMENT, LLC, d/b/a Shogun Fights, a Maryland limited liability company (" Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of March 18, 2106 (the "Asset Purchase Agreement"), by and among Seller, Buyer, and John Rallo, an individual and resident of the State of Maryland (the "Selling Member"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement the parties hereto together with the Selling Member have agreed that at the Closing (which Closing is taking place as of the date hereof), Seller will transfer to Buyer and Buyer will accept and assume, only those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule 2.1(d) to the Asset Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

As of the date hereof, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts and assumes those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule A attached hereto. With the exception of the liabilities and obligations to be assumed by Buyer pursuant to the preceding sentence, Buyer shall not assume and shall in no event be liable for any other debts, liabilities or obligations of Seller, whether fixed or contingent, known or unknown, liquidated or unliquidated, secured or unsecured, or otherwise and regardless of when they arose or arise. In the event of any inconsistency between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[*Signature Page for Assignment and Assumption Agreement to follow*]

[*Signature Page for Assignment and Assumption Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

BANG TIME ENTERTAINMENT, LLC

By: /s/ John Rallo
Name: John Rallo
Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Schedule A

Schedule 2.1(d) of the Agreement is incorporated by reference herein in its entirety

Exhibit B

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THIS BILL OF SALE, CONVEYANCE AND ASSIGNMENT (this "Instrument") dated as of _____ __, 2016 is entered into by and among BANG TIME ENTERTAINMENT, LLC, a Maryland limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of March 18, 2106 (the "Asset Purchase Agreement"), by and among Seller, Buyer, and John Rallo, an individual and resident of the State of Maryland (the "Selling Member").

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

1. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, all of its right, title and interest in and to the Purchased Assets.

2. Notwithstanding anything to the contrary in this Instrument, the Asset Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Assets subject to this Instrument shall expressly exclude the Excluded Assets.

3. From time to time, as and when reasonably requested by Buyer, Seller shall execute and deliver all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Buyer may reasonably deem necessary or desirable to more effectively sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in the Purchased Assets subject to this Instrument.

4. This Instrument shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State.

5. To the extent that any provision of this Instrument is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. Nothing in this Instrument, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Asset Purchase Agreement.

6. This Instrument may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page to Bill of Sale, Conveyance and Assignment to Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

BANG TIME ENTERTAINMENT, LLC

By: /s/ John Rallo
Name: John Rallo
Title: Managing Member

BUYER:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Exhibit C

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective _____ __, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and John Rallo, an individual and resident of the State of Maryland (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of March 18, 2106 (the "Asset Purchase Agreement"), by and among BANG TIME ENTERTAINMENT, LLC, a Maryland limited liability company ("Seller"), the Company, and the Executive. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1. Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Regional Vice President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Regional Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Business. The Executive shall devote his reasonable good faith efforts to promote and manage the success of two (2) Shogun Fights shows per year, such efforts to be commensurate with the commitment, effort, and hours worked by Executive in connection with the promotion of the Shogun Fights shows prior to the Closing Date with the intent that Executive will use his reasonable best efforts to achieve a 2016 EBIDTA, as that term is defined in the Asset Purchase Agreement, of at least $100,000. Any material increase in the duties or responsibilities assigned to Executive will be the subject of a mutually agreeable amendment to this Agreement that, among other things, will provide increased compensation to fairly compensate him for these additional duties and responsibilities. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on the Closing Date, 2016 (the " Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary; Bonus. (a) Executive will receive a salary during the Term of Eighty Five Thousand and no/100 dollars ($85,000.00) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for merit-based increases to Base Compensation and bonuses as determined by the Board of Directors in its sole discretion. Prior to the Closing Date, and annually each year thereafter, the Company's Board of Directors will establish a merit-based bonus structure which shall set forth the criteria for entitlement to certain merit-based bonuses. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive and be entitled to use, as appropriate, a Company credit card for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive other than With Reason, or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by: (a) the Company without Cause, or (b) the Executive With Reason, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which directly brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement;

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach; or

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

(iii) "Reason" means termination by the Executive for:

(A) conduct by the Company which brings the Executive into public disgrace or disrepute,

(B) the Company assigning any duties or responsibilities to the Executive that are not contemplated by this Agreement and/or which are illegal or dishonest,

(C) Company's failure to cure a breach of any term of any other Agreement executed in connection with the Asset Purchase Agreement within thirty (30) days after receipt of a written notice from the Executive specifying the act or omission that constitutes such breach.

(D) Company's failure to cure a breach of any term of this Agreement within thirty (30) days after receipt of written notice from the Executive specifying the act or omission that constitutes such breach.

9 . Non-Competition and Confidentiality Covenants. Executive and Company are party to that certain Non-Competition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Bang Time Entertainment, LLC
9642 Biggs Road
Baltimore, MD 21220
Attention: Mr. John Rallo
Phone: (410) 340-5925
Fax: (410) 391-8558
Email: jrallo44@comcast.net

with copies to:

Silverman, Thompson, Slutkin & White LLC
201 N. Charles St, #2600
Baltimore, MD 21201
Phone: (410) 576-0001
Fax: (410) 547-2432
Email: irainess@mdattorney.com

If to the Company:

Alliance MMA, Inc.
c/o Ivy Equity Investors, LLC
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Joseph Gamberale
Phone: (212) 521-4268
Fax: (212) 521-4099

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

/s/ John Rallo
John Rallo

Exhibit D

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among BANG TIME ENTERTAINMENT, LLC, a Maryland limited liability company (" Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of March 18, 2106 (the "Asset Purchase Agreement"), by and among Assignor, Assignee, and John Rallo, an individual and resident of the State of Maryland (the "Selling Member").

WHEREAS, Assignor has good and marketable rights and title in and to the patent applications, issued patents, trademarks, trademark applications, copyrights and copyright applications listed on Schedule 1 attached hereto (the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Intellectual Property and Assignor desires to assign to the Assignee its rights and title in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the patents included in the Intellectual Property, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including, without limitation, the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect;

B. the copyrights and applications for registration of copyrights included in the Intellectual Property, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect; and

C. all proceeds of the assets transferred pursuant to subsections 1(A) and 1(B) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such transferred assets, and (ii) any income, royalties, or payments due or payable and related exclusively to such transferred assets as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Patent and Trademark Office and the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the patents, copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Intellectual Property.

3. The terms of the Asset Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Asset Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Asset Purchase Agreement.

4. This Intellectual Property Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Intellectual Property Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

6. The Assignor expressly reserves all right, title, and interest, in and to name "Shogun Fights and the domain name www.shogunfights.com, including all intellectual property rights, copyrights, logos, trademarks and service marks attendant thereto; provided, however, that the Seller shall grant to the Buyer an exclusive, royalty-free, fully paid-up trademark license pursuant to the terms and conditions of the Trademark License Agreement attached hereto.

[*Signature Page for Intellectual Property Transfer Agreement to follow*]

[*Signature Page for Intellectual Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

BANG TIME ENTERTAINMENT, LLC

By: /s/ John Rallo
Name: John Rallo
Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

SCHEDULE A

PATENTS

None

COPYRIGHTS

All copyrights in Seller's interest in the Shogun MMA Event Video Library

Together with all other copyrights in and to all the copyrightable materials included in the Purchased Assets.

Exhibit E

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") and _____ an individual and resident of the State of _____ (the "Executive").

WHEREAS, the Company, BANG TIME ENTERTAINMENT, LLC, a Maryland limited liability company (" Seller"), and John Rallo, an individual and resident of the State of Maryland (the "Selling Member") are parties to that certain Asset Purchase Agreement, dated as of March 18, 2106 (the "Asset Purchase Agreement") pursuant to which the Company acquired substantially all the assets of Seller's business (as more particularly defined in the Asset Purchase Agreement, the "Business");

WHEREAS, the execution and delivery of this Agreement by Executive was a condition to the purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement;

WHEREAS, also in connection with purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement, the Executive has been offered employment by the Company, and the Executive will have access to and be instrumental in developing and implementing critical aspects of the Company's strategic business plan; and

WHEREAS, the Executive is an owner of capital stock or options to acquire the capital stock of the Company and will otherwise personally benefit from the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of (i) the Company entering into the Asset Purchase Agreement, (ii) the employment or continued employment of the Executive by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefor, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of one (1) year after termination of such employment for Cause, as that term is defined in the Executive Employment Agreement effectively dated as of _____ (the "Employment Agreement"), the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) initiate the solicitation, or facilitate any organization with which the Executive is associated in initiating the solicitation of, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) initiate the solicitation of business from any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall preclude the Executive from managing or training mixed martial arts fighters or conducting single martial arts style (e.g., kick-boxing or boxing) promotional events even if such activities are arguably competitive with the business of the Company or any of its subsidiaries.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee hat the Company or any of its subsidiaries will continue [his/her] employment for any period of time or otherwise change the at-will nature of [his/her] employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefor, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9 . Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

1 0 . Term. This Agreement shall be effective as of the Closing Date. This Agreement shall expire upon the expiration of the Employment Agreement, provided the obligations of the Executive under Sections 2 shall survive for a period of one (1) year after expiration or termination for Cause, as defined in the Employment Agreement. In the event that the Executive's employment with the Company is terminated for any reason other than for Cause, the restrictions of Section 2 shall not apply. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT [HE/SHE] HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE [HIM/HER] AS TO THE NATURE AND EXTENT OF [HIS/HER] OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE:

By: _____

Exhibit F

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") dated as of _____ __, 2016 is entered into by and among BANG TIME ENTERTAINMENT, LLC, a Maryland limited liability company (" Licensor") and ALLIANCE MMA, INC., a Delaware corporation ("Licensee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of March 18, 2106 (the "Asset Purchase Agreement"), by and among Licensor, Licensee, and John Rallo, an individual and resident of the State of Maryland (the "Selling Member"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Licensor asserts that it is the sole and exclusive owner of the name "Shogun Fights" and all logos, trademarks and service marks attendant thereto (the "Licensed Marks").

WHEREAS, in connection with the Asset Purchase Agreement, Licensor agreed to grant Licensee an exclusive license for use and exploitation of the Licensed Marks in connection with the Business as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
TERM AND TERMINATION

1.1 Term. The term of this Agreement and the rights granted and obligations assumed hereto, shall commence on the Closing Date and shall endure and remain in full force in perpetuity.

1.2 Termination. Notwithstanding anything contained in Section 1.1 to the contrary, this Agreement may be terminated at any time as follows:

(a) with the mutual consent of Licensor and Licensee;

(b) by Licensor upon termination: (i) by Licensee of any Executive Employment Agreement under circumstances other than for Cause or (ii) by Selling member of any Executive Employment Agreement With Reason;

(c) by Licensor, if it is not then in material breach of its obligations under the Asset Purchase Agreement and if (A) any of Licensee's representations and warranties contained in the Asset Purchase Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) of the Asset Purchase Agreement would not be satisfied, or (B) any of Licensee's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) of the Asset Purchase Agreement would not be satisfied; provided, however, that Licensor shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Licensee unless Licensee fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Licensor of such inaccuracy or breach; or

(d) by Licensor, if Licensee engages in any action or inaction which materially damages the value, reputation, and/or brand of the Licensed Marks.

ARTICLE 2
LICENSE GRANT AND RIGHTS

2.1 License.

(a) Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, subject to the terms and conditions hereinafter set forth, a non-transferrable, exclusive, perpetual, royalty free, fully paid up, worldwide license to use and commercially exploit the Licensed Marks in connection with the Purchased Assets and the Business.

(b) The license granted in Section 2.1(a) above shall extend to the use of any of the Licensed Marks in connection with the distribution or other commercialization of any photograph, video, television broadcast, online distribution, electronic gamming, or other form of audio visual media format or transmission now known or in the future conceived, bearing the Licensed Marks.

2.2 Bankruptcy; Abandonment. As sole and exclusive owner of the Licensed Marks, Licensor agrees that in the event of bankruptcy, or appointment of a receiver or trustee for conserving or distributing its assets for the benefit of creditors the Licensed Marks shall, without notice, become the sole and exclusive property of Licensee, as of ninety-one (91) days prior to such event, and any and all rights of every kind and nature of Licensor in and to the Licensed Marks shall terminate.

ARTICLE 3
ENFORCEMENT OF RIGHTS

3.1 Joint Enforcement. Upon discovery of any infringement of the Licensed Marks at the option of either Licensor or Licensee, appropriate legal action in connection therewith shall be undertaken either jointly or separately by Licensor and Licensee. In the event that such action is taken jointly, each party shall contribute equally to the expenses of any such action. If any damages for infringement are awarded by a final decree or judgment to Licensor and Licensee, then after deducting all expenses arising from the litigation and reimbursing each contributing party for its contributions, the remainder shall be divided equally among the contributing parties.

3 . 2 Independent Enforcement. If one party shall not wish to join or continue in any such action, but the other party shall wish to institute or continue such action, said one party shall render all reasonable assistance to the other party in connection therewith at said other party's expense and said other party shall be entitled to retain all recoveries with respect to such action.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF LICENSOR

Licensor hereby represents and warrants to Licensee as follows:

4.1 Ownership. Licensor is the sole and exclusive owner of the Licensed Marks.

4.2 Authority. Licensor is authorized to grant the rights conferred hereby.

4 . 3 No Violation. The execution and delivery of this Agreement, the granting of the rights contained herein and the use of the Licensed Marks in accordance with the terms of this Agreement, will not violate any laws or regulations or violate or invalidate any agreement or documents to which Licensor is a party and by which Licensor is bound or to which the Licensed Marks is subject.

4 . 4 No Other Grants. To knowledge of Licensor, no person or entity is entitled to any claim for compensation from Licensee for the use of the Licensed Marks in accordance with the terms and conditions of this Agreement, and no Person or entity has been granted any right in or to the Licensed Marks or any part hereof, anywhere in the world.

4 . 5 Infringement. The Licensed Marks are not the subject of any pending adverse claim or, to the knowledge of Licensor, the subject of any threatened litigation or claim of infringement or misappropriation. To Licensor's knowledge, the Licensed Marks do not infringe on any Intellectual Property Rights of any third party.

ARTICLE 5
MISCELLANEOUS

5.1 Incorporation by Reference. Sections 12.1, 12.3, 12.5,12.7 through 12.13, 12.15, 12.17 and 12.18 of the Asset Purchase Agreement are hereby incorporate by reference provided that all references to Seller shall be deemed to refer to Licensor and all references to Buyer shall be deemed to refer to Licensee.

[*Signature Page to Trademark License Agreement Follows*]

[*Signature Page to Trademark License Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

LICENSOR:

BANG TIME ENTERTAINMENT, LLC

By: /s/ John Rallo
Name: John Rallo
Title: Managing Member

LICENSEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Exhibit G

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of March 18, 2106 (the "Effective Date") by and among BANG TIME ENTERTAINMENT, LLC, a Maryland limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and John Rallo, an individual and resident of the State of Maryland (the "Selling Member"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Selling Member of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit H

OFFICER'S CERTIFICATE
OF
BANG TIME ENTERTAINMENT, LLC

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of March 18, 2106 (the "Effective Date") by and among BANG TIME ENTERTAINMENT, LLC, a Maryland limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and John Rallo, an individual and resident of the State of Maryland (the "Selling Member"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) he is the Chief Executive Officer of Seller, and

(b) each of the conditions specified in clauses (a) through (j) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Selling Member contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Selling Member contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

BANG TIME ENTERTAINMENT, LLC

By: _____
Name: John Rallo
Title: Managing Member

Exhibit 10.7

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date"), is entered into by and among V3, LLC, a Tennessee limited liability company ("Seller"), Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller is engaged in promoting and conducting mixed martial arts events at various venues under the "V3 Fights" brand (the "Business"); and

WHEREAS, the Buyer desires to purchase the assets of Seller and approximately six other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the " Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act");

WHEREAS, the Selling Member owns all of the issued and outstanding equity interests of Seller; and

WHEREAS, the Selling Member and the Seller wish to provide for the sale of substantially all of the assets and property rights now owned and held by the Seller that are used or usable in the Business to the Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Accounts Receivable" has the meaning set forth in Section 2.1(b).

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit A.

"Assumed Contracts" has the meaning set forth in Section 2.1(d).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bill of Sale, Conveyance and Assignment" means the Bill of Sale, Conveyance and Assignment in substantially the form attached hereto as Exhibit B.

"Business" means the business of promoting, sponsoring and otherwise commercializing mixed martial arts events including live, televised and pay-per-view events and the commercial exploitation of related products and services at such events.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"Buyer" has the meaning set forth in the preamble hereto.

"Claim" has the meaning set forth in Section 10.4.

"Claim Notice" has the meaning set forth in Section 10.4.

"Claimed Amount" has the meaning set forth in Section 10.4.

"Closing" means the closing of the purchase and sale of the Purchased Assets contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Code" has the meaning set forth in Section 3.4.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock of Buyer $0.001 par value per share.

"Confidential Information" has the meaning set forth in Section 12.3.

"Employee Plan" has the meaning set forth In Section 5.16.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Equipment" has the meaning set forth in Section 2.1(c).

"Excluded Assets" has the meaning set forth in Section 2.2.

"Executive Employment Agreement" means each of the Executive Employment Agreement entered into by and between Buyer and Danielle in substantially the form attached hereto as Exhibit C.

"Fighter Contract" has the meaning set forth in Section 5.21.

"Final Purchase Price Allocation" has the meaning set forth in Section 3.4.

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Gross Profit" has the meaning set forth in Section 3.2.

"Indemnified Person" has the meaning set forth in Section 10.3(a).

"Indemnifying Person" has the meaning set forth in Section 10.3(a).

"Intellectual Property Rights" means all intellectual property and other proprietary rights, protected or protectable, under the laws of the United States or any political subdivision thereof, including, without limitation (i) copyrights (including but not limited to all copyrights in Seller's MMA event video library and fighter photographs and other copyrighted works); (ii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iii) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; and (iv) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iii) above. For purposes of clarification, Intellectual Property Rights shall not include any trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers together with all goodwill associated therewith which are licensed by Seller to Buyer pursuant to the Trademark License Agreement.

"Intellectual Property Transfer Agreement" means the Intellectual Property Transfer Agreement in substantially the form attached hereto as Exhibit D.

"Inventory" has the meaning set forth in Section 2.1(h).

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"IPO Price" means the price to the public reflected in the prospectus of the Buyer relating to the IPO that is first filed by the Buyer with the Commission pursuant to Rule 424(b) promulgated under the Securities Act.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Liability" has the meaning set forth in Section 2.3.

"Lock-Up Agreement" means that certain Lock-Up Agreement entered into by and among each Member, the Buyer and the underwriters participating in the IPO in substantially the form executed by each Person serving as an officer, director or 1% shareholder of Buyer or being issued shares of Common Stock in connection with the Target Company Transactions restricting the sale, transfer (other than for estate planning purposes), or other disposition of Common Stock held by such Person for a period of 180 days from the Closing Date.

"Losses" has the meaning set forth in Section 10.4.

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means that certain Non-Competition and Non-Solicitation Agreement in substantially the form attached hereto as Exhibit E.

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Assignment and Assumption Agreement, the Bill of Sale, Conveyance and Assignment, the Intellectual Property Transfer Agreement, the Non-Competition and Non-Solicitation Agreement, the Executive Employment Agreement, and the Trademark License Agreement.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to Seller in connection with the Business.

"Permitted Encumbrances" means (i) Encumbrances set forth on Schedule 2.1, (ii) the Assumed Liabilities and any Encumbrances securing the same, (iii) any Encumbrance in favor of a Person claiming by or through Buyer, (iv) any Encumbrance which will be released at Closing, and (v) the lien for ad valorem taxes not yet due or payable.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trademark License Agreement" means that certain Trademark License Agreement in substantially the form attached hereto as Exhibit F.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Third Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Transferred Intellectual Property" has the meaning set forth in Section 2.1(k).

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. Generally Accepted Accounting Principles.

"1060 Forms" has the meaning set forth in Section 3.4.

ARTICLE 2
PURCHASE AND SALE

2.1 Agreements to Purchase and Sell. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances (except the Permitted Encumbrances), all of Seller's right, title and interest in and to all of the properties, assets, and other rights of every kind and nature, whether tangible or intangible, real or personal, owned, leased, licensed or otherwise held by Seller as of the Closing, in each case to the extent primarily relating to or used in the Business regardless of where such assets are located (collectively, the "Purchased Assets"), including but not limited to the following:

(a) all cash needed to conduct the Seller's first scheduled promotion following the Closing;

(b) all accounts receivable, notes and notes receivable and other receivables (whether or not billed) relating to the Business (collectively, the "Accounts Receivable") to the extent needed to satisfy Seller's cash outlays for its first scheduled promotion following the Closing;

(c) all lighting, trusses, machinery, tools, spare parts, vehicles, furniture, fixtures, fighter cages and other equipment and other tangible personal property (excluding Inventory) of the Business (collectively, the "Equipment"), including such Equipment identified on Schedule 2.1(c), and all transferrable warranties and guarantees, if any, express or implied, existing for the benefit of Seller in connection with the Equipment;

(d) all contracts and agreements of Seller including, without limitation, leases, licenses, sponsorship agreements, agreements with fighters and managers, employment agreements, non-competition and non-solicitation agreements, agreements with event venues, open quotations and bids from or to Seller's suppliers, customers or potential customers, and other agreements, whether oral or written, relating to or used in the Business, including those identified on Schedule 2.1(d) (collectively, the "Assumed Contracts");

(e) all rights under the all leases and subleases of real property relating to or used in the Business and listed on Schedule 2.1(e) ("Real Estate Leases");

(f) all deposits, prepayments and prepaid expenses or other similar current assets used in the Business;

(g) all transferable approvals, authorizations, certifications, consents, variances, permissions, licenses and Permits to or from, or filings, notices or recordings to or with, any Governmental Authority used in the Business;

(h) all inventory, including all raw materials, work-in-process, finished goods, packaging materials, office supplies, maintenance supplies, spare parts and similar items used or intended for use in connection with the Business ("Inventory");

(i) all leasehold improvements constructed by Seller or provided by landlords for Seller, subject to the rights and obligations under the Real Estate Leases;

(j) all sales and marketing information, including all customer records and sales history with respect to customers (including invoices), sales and marketing records, price lists, documents, correspondence, studies, reports, and all other books, ledgers, files, and records of every kind, tangible data, customer lists (including appropriate contact information), vendor and supplier lists, service provider lists, promotional literature and advertising materials, catalogs, data books and records, of the Seller, relating to the Business;

(k) all Intellectual Property Rights related to the Business, including the goodwill of the business related thereto (collectively, the "Transferred Intellectual Property");

(l) all records, reports and information files of Seller relating to the Business (including business development and development history files);

(m) all claims, warranties, guarantees, refunds, causes of action, defenses, counterclaims, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (including rights to insurance proceeds) related to the Business, received after the Closing Date with respect to damage, non-conformance of or loss to the Purchased Assets, except for any of the foregoing to the extent they arise under the Excluded Assets;

(n) to the extent transferable, all telephone and facsimile numbers and Internet domain addresses, in each case related to the Purchased Assets, including, without limitation, those described on Schedule 2.1 (n);

(o) all other assets used in connection with the Business and not retained by Seller pursuant to Section 2.2.

2 . 2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer or assign, and Buyer shall not purchase or otherwise acquire, the following assets of Seller (such assets being collectively referred to hereinafter as the "Excluded Assets"):

(a) all rights of Seller arising under this Agreement, the Other Agreements or from the consummation of the transactions contemplated hereby or thereby;

(b) all corporate minute books, stock records and Tax returns (including all work papers relating to such Tax returns) of Seller and such other similar corporate books and records of Seller as may exist on the Closing Date;

(c) all claims and rights to refunds of Taxes paid by or on behalf of Seller;

(d) all assets of any employee benefit plan, arrangement, or program maintained or contributed to by Seller;

(e) all licenses and approvals of any Governmental Authority related to the Business that are personal to Seller and non-transferrable;

(f) all employee, personnel and other records that Seller is required by Law to retain in its possession;

(g) all capital stock held in treasury;

(h) notes receivable from employees or shareholders of Seller; and

(i) the items set forth on Schedule 2.2.

2.3 Liabilities of Seller; Assumed Liabilities. Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of Seller of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Purchased Assets, the Business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, Taxes, warranty or personal injury claims accrued prior to the Closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of Seller. Notwithstanding the foregoing, on the Closing Date, Buyer shall assume and agrees to timely pay, perform and discharge the following Liabilities of Seller (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the Closing Date under the Assumed Contracts, other than any Liability arising out of or relating to a breach of any Assigned Contract that occurred prior to the Closing Date; and

(b) all Liabilities or other claims related to the Business, that arise from acts performed by Buyer after the Closing Date or that arise from ownership and operation of the Purchased Assets and Business after the Closing Date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

2 . 4 Procedures for Purchased Assets not Transferable. If any property or other rights included in the Purchased Assets are not assignable or transferable either by virtue of the provisions thereof or under applicable law without the consent of some third party or parties, Seller shall use its commercially reasonable efforts to obtain such consents after the execution of this Agreement, but prior to the Closing, and Buyer shall use its commercially reasonable efforts to assist in that endeavor. If any such consent cannot be obtained prior to the Closing and the Closing occurs, this Agreement, the Other Agreements and the related instruments of transfer shall not constitute an assignment or transfer of the Purchased Asset regarding which such consent was not obtained and Buyer shall not assume Seller's obligations with respect to such Purchased Asset, but Seller shall use its commercially reasonable efforts to obtain such consent as soon as reasonably possible after the Closing or otherwise obtain for Buyer the practical benefit of such property or rights and Buyer shall use its commercially reasonable efforts to assist in that endeavor. For purposes of this Section 2.4 only and not for the purposes of the rest of this Agreement, commercially reasonable efforts shall not include any requirement of either party to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party.

ARTICLE 3
PURCHASE PRICE

3 . 1 Purchase Price. The purchase price ("Purchase Price") for the Purchased Assets shall be $600,000, subject to the Make Good adjustment pursuant to Section 3.2.

3.2 Adjustments to Purchase Price. To the extent the Gross Profit generated from the Purchased Assets exceeds $100,000 for the full calendar year following the Closing, the Purchase Price will be adjusted upward proportionately such that each additional dollar of Gross Profit in excess of $100,000 will increase the Purchase Price by seven (7) dollars (the "Earn Out"). The Earn Out will be computed by the Company and confirmed by its accountants in the quarter following the full calendar year following the Closing. The methodology (including allocations of corporate revenue and expenses to the Purchased Assets and the Business) for determining the Earn Out will be consistently applied by Buyer to each of the Target Companies. Buyer will apply an allocation of any corporate revenues that are generated in whole or in part by the Purchased Assets or the Business to the Purchased Assets and the Business, and such allocation shall be commercially reasonable and proportionate in relation to the other Target Companies. The Earn Out will be paid to the Members in shares of Common Stock valued at the lesser of (i) the IPO Price and (ii) the trailing 20 day VWAP for the Common Stock on the Trading Market as reported by Bloomberg, L.P. as of the date Buyer reports its quarterly report on Form 10-Q for the quarter following the full calendar year following the Closing. As used in this Agreement and the Other Agreements, "Gross Profit" means total revenue minus the cost of revenue as determined by US GAAP, consistently applied. THE SELLING MEMBER ACKNOWLEDGES THAT THE BASE SALARY FOR THE SELLING MEMBER WILL BE DEEMED AN EXPENSE OF THE BUSINESS AND SHALL BE INCLUDED IN COST OF REVENUE FOR PURPOSES OF DETERMINING THE EARN OUT.

3.3 Payment of Purchase Price. The Purchase Price shall be paid at the Closing by delivery:

(a) to Seller of $100,000 in cash; and

(b) to Seller of the number of shares of Common Stock (rounded to the nearest whole number) equal to $500,000 divided by the IPO Price.

3.4 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets and the Assumed Liabilities in accordance with Schedule 3.4 (the "Final Purchase Price Allocation"), which has been prepared in accordance with the rules under Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent the Purchase Price is adjusted under Section 3.2, the parties shall adjust the Final Purchase Price Allocation consistent with Schedule 3.4 and the rules under Section 1060 of the Code to reflect such adjustment to the Purchase Price. The parties recognize that the Purchase Price does not include Buyer's acquisition expenses and that Buyer will allocate such expenses appropriately. The parties agree to act in accordance with the computations and allocations contained in the Final Purchase Price Allocation in any relevant Tax returns or filings (including any forms or reports required to be filed pursuant to Section 1060 of the Code or any provisions of local, state and foreign law ("1060 Forms")), and to cooperate in the preparation of any 1060 Forms and to file such 1060 Forms in the manner required by applicable law. Neither Buyer nor Seller shall take any position (whether in audits, Tax returns, or otherwise) that is inconsistent with the Final Purchase Price Allocation unless required to do so by applicable law.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Purchased Assets and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Purchased Assets and Seller and Buyer shall execute and Seller shall deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Purchased Assets or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price, Assumption of Assumed Liabilities and Buyer's Closing Deliveries. In consideration for the transfer of the Purchased Assets and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller the Bill of Sale, Conveyance and Assignment and the Assignment and Assumption Agreement, whereby Buyer assumes the Assumed Liabilities, and each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

(c) Notification of transfer of Purchased Assets. At or before the Closing, Seller will notify all parties to the contracts specified on Schedule 5.7 hereto of the transfer of the Purchased Assets to Buyer and provide copies of such notices to Buyer.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE SELLING MEMBER

Seller and the Selling Member, jointly and severally, represent and warrant to Buyer as follows:

5 . 1 Organization. Seller is a corporation duly organized and validly existing in good standing under the laws of the State of Tennessee, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of its Business makes such qualification necessary, except as to jurisdictions where the failure to qualify would not reasonably be expected to have a material adverse effect on the Business of the Seller or the Purchased Assets, and has all requisite corporate power and authority to own, lease and operate the Purchased Assets and to carry on its Business, as now being conducted.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.7, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Purchased Assets under (i) any provision of its certificate of incorporation, by-laws or other organizational documentation of Seller, (ii) any material agreement or instrument to which Seller is a party or by which it or its properties are bound, (iii) any authorization, judgment, order, award, writ, injunction or decree of any Governmental Authority which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, or (iv) any applicable law, statute, ordinance, regulation or rule which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, and, will not result in the creation or imposition of any Encumbrance on any of the Purchased Assets. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5.3 Equipment and other Purchased Assets. Other than as set forth on Schedule 5.3, the Equipment and other Purchased Assets owned by, in the possession of, or used by Seller, in connection with the Business is in good condition and repair, ordinary wear and tear excepted, and is usable in the ordinary course of business.

5 . 4 Title. Other than as set forth on Schedule 5.4, the Purchased Assets are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances other than Permitted Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Purchased Assets, free and clear of all Encumbrances, except for the Permitted Encumbrances and Assumed Liabilities, and subject to obtaining any consents of Persons listed on Schedule 5.7.

5.5 Intellectual Property. Identified on Schedule 5.5 is a complete and accurate list of all Intellectual Property Rights used by Seller in the Business. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is owned free and clear of all Encumbrances or has been duly licensed for use by Seller and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, the Seller has not violated the terms of any license pursuant to which any part of the Transferred Intellectual Property has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.5, the Transferred Intellectual Property does not infringe on any Intellectual Property Rights of any third party. To the Seller's knowledge the Transferred Intellectual Property together with the rights granted under the Trademark License Agreement constitutes all of the Intellectual Property Rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5, the Transferred Intellectual Property will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5 . 6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of Seller threatened, (i) arising out of or relating to any aspect of the Business, or any part of the Purchased Assets, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving Seller, its shareholders, or the officers, directors or employees of Seller in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except as set forth on Schedule 5.7, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5.8 Brokers, Etc. No broker or investment banker acting on behalf of Seller or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Seller.

5 . 9 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Purchased Assets (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

5 . 1 0 Assumed Contracts. All current and complete copies of all Assumed Contracts (which shall be deemed to include all Fighter Contracts) have been delivered to or made available to the Buyer. Except as set forth on Schedule 5.10, the Assumed Contracts are all in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under such Assumed Contracts on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Assumed Contracts, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.10, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Assumed Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.11 Tax Matters. In each case except as would not reasonably be expected to have a material adverse effect on the Purchased Assets:

(a) No failure, if any, of the Seller to duly and timely pay all Taxes, including all installments on account of Taxes for the current year, that are due and payable by it will result in an Encumbrance on the Purchased Assets;

(b) There are no proceedings, investigations, audits or claims now pending or threatened against the Seller in respect of any Taxes, and there are no matters under discussion, audit or appeal with any governmental authority relating to Taxes, which will result in an Encumbrance on the Purchased Assets;

(c) The Seller has duly and timely withheld all Taxes and other amounts required by law to be withheld by it relating to the Purchased Assets (including Taxes and other amounts relating to the Purchased Assets required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any employees, officers or directors and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by law to be remitted by it; and

(d) The Seller has duly and timely collected all amounts on account of any sales or transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales Taxes with respect to the Purchased Assets, required by law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by law to be remitted by it.

5.12 Scope of Rights in Purchased Assets. Except as set forth on Schedule 5.12, the rights, properties, and assets included in the Purchased Assets include substantially all of the rights, properties, and assets, of every kind, nature and description, wherever located, that Seller believes are necessary to own, use or operate the Business.

5.13 Compliance with Laws. Seller is in compliance with all laws applicable to the Business, except where the failure to be in compliance would not have a material adverse effect on the Purchased Assets or the Business. Seller has not received any unresolved written notice of or been charged with the violation of any laws applicable to the Business except where such charge has been resolved. Except as set forth on Schedule 5.13, there are no pending or, to the knowledge of the Seller, threatened actions or proceedings by any Governmental Authority, which would prohibit or materially impede the Business.

5.14 Financial Statements. Seller has provided to Buyer for inclusion in the Registration Statement copies of the audited balance sheet of the Seller at December 31, 2013 and December 31, 2014 and the related statements of income and cash flows for the years then ended (collectively, the "Audited Financial Statements") together with the unaudited balance sheet of the Seller at September 30, 2015 and the related statements of income and cash flows for the nine months then ended (referred to as the "Most Recent Financial Statements". Except as set forth on Schedule 5.14, such Audited Financial Statements and Most Recent Financial Statements have been compiled in accordance with U.S. GAAP and fairly present, in all material respects, the net assets of the Business at December 31, 2014 and for the nine months ended September 30, 2015 and the operating profit or loss of the Business.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, reflected in the Most Recent Financial Statements or set forth on Schedule 5.15, since December 31, 2014, (i) the Business has been conducted in all material respects in the ordinary course of business and (ii) neither Seller nor the Selling Member have taken any of the following actions:

(a) sold, assigned or transferred any material portion of the Purchased Assets other than (i) in the ordinary course of business or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business or the Purchased Assets;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which Buyer will not be obligated following the Closing);

(d) except in the ordinary course of business, made any capital expenditures or commitments therefor with respect to the Business in an amount in excess of $50,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise), other than acquisitions that have not or will not become integrated into the Business;

(f) amended the terms of any existing Employee Plan, except for amendments required by Law;

(g) changed the Tax or accounting principles, methods or practices of the Business, except in each case to conform to changes required by Tax Law, in U.S. GAAP or applicable local generally accepted accounting principles;

(h) amended, cancelled (or received notice of future cancellation of) or terminated any Assumed Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by Seller to any Business Employee, or declared or paid, or committed to declare or pay, any bonus or other additional payment to and Business Employees, other than (A) payments for which Buyer shall not be liable after Closing, (B) customary compensation increases and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Assumed Contracts or Permits as and when due (except where contested in good faith or cured by Seller) under the terms of such Assumed Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business or the Purchased Assets, not covered by insurance;

(l) incurred any material claims relating to the Business or the Purchased Assets not covered by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, sold, assigned, transferred, pledged or otherwise placed an Encumbrance on any Purchased Asset, except in the ordinary course of business, as otherwise set forth herein or that will be released at Closing;

(n) transferred, granted, licensed, assigned, terminated or otherwise disposed of, modified, changed or cancelled any material rights or obligations with respect to any of the Transferred Intellectual Property, except in the ordinary course of business; or

(o) entered into any agreement or commitment to take any of the actions set forth in paragraphs (a) through (n) of this Section 5.15.

5.16 Employee Benefit Plans. Attached on Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of Seller (the "Employee Plans"). Each of the Employee Plans has been operated in accordance with its terms, does not discriminate (as that term is defined in the Code) and will, along with all other bonus plans, incentive or compensation arrangements provided by Seller to or for its employees, be terminated by Seller immediately following Closing. All payments due from Seller pursuant thereto have been paid.

5.17 Business Employees. Attached on Schedule 5.17 is a list of all employees of Seller (collectively, the "Business Employees"), their current salaries or compensation, a listing of commission arrangements, a list of commitments for future salary or compensation increases, and the last salary raise with dates and amounts. Schedule 5.17 lists all individuals with whom Seller has employment, consulting, representative, labor, non-compete or any other restrictive agreements. Except as set forth on Schedule 5.17, Seller has not entered into any severance or similar arrangement with respect of any Business Employee (or any former employee or consultant) that will result in any obligation (absolute or contingent) of Buyer or Seller to make any payment to any Business Employee (or any former employee or consultant) following termination of employment.

5.18 Labor Relations. Except as set forth on Schedule 5.18, Seller has complied in all material respects with all federal, state and local laws, rules and regulations relating to the employment of labor including those related to wages, hours and the payment of withholding and unemployment Taxes. Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrearage of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.19 Sponsors, Vendors and Suppliers. Attached on Schedule 5.19 is a complete and accurate list of (i) the five (5) largest sponsors of Seller in terms of revenue during the period from January 1, 2014 through June 30, 2015, showing the approximate total amount of sponsorship revenue by Seller from each such sponsor during such period; and (ii) the five (5) largest vendors and suppliers (whether of production services, event venues, equipment, fighter managers, etc.) to Seller in terms of purchases or payments made by Seller to such vendor or supplier during the period from January 1, 2014 through June 30, 2015, showing the approximate total purchases or payments by Seller from each such supplier during such period. Except as set forth on Schedule 5.19 and to Seller's knowledge, as of the date of this Agreement there has been no adverse change in the business relationship of Seller with any sponsor or supplier named on Schedule 5.19 that is material to the Business or the financial condition of Seller.

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither Seller nor the Selling Member have any direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding securities of corporations listed on a national securities exchange or registered under the Securities Exchange Act of 1934, as amended) in (i) any entity which does business with Seller or is competitive with the Business, or (ii) any property, asset or right which is used by Seller in the conduct of its Business.

5.21 Fighters Under Contract. Schedule 5.21 sets forth each agreement to which the Seller or Selling Member is a party with any professional mixed martial arts fighter and the economic terms of each such agreement (each a "Fighter Contract"). Each Fighter Contract is in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under any such Fighter Contract on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Fighter Contract, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.21, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Fighter Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.22 Inventories. All Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, has been purchased in the ordinary course of business, is free from material defects, consists of goods of the kind, quantity and quality regularly used and sold in the Business. The Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, is merchantable and fit for its intended purpose and Seller has not, is not contemplating, nor has any reason to believe that a recall of such items or any items previously sold by Seller is necessary or warranted.

5.23 Accounts Receivable. All of the Accounts Receivable are (and as of the Closing Date will be) bona fide receivables subject to no counterclaims or offsets and arose in the ordinary course of business. At the Closing and except for Permitted Encumbrances, no person or entity will have any lien on such Accounts Receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment will have been made with respect to any such Accounts Receivable.

5.24 Insurance. Seller maintains (i) insurance on all the Purchased Assets covering property damage by fire or other casualty which it is customary for Seller to insure, (ii) insurance protection against all liabilities, claims, and risks against which it is customary for Seller to insure, and (iii) insurance for worker's compensation and unemployment, products liability, and general public liability. All of such policies are consistent with past practices of Seller. Seller is not in default under any of such policies or binders. Such policies and binders are in full force and effect on the date hereof and shall be kept in full force and effect through the Closing Date.

5.25 Payment of Debts. Except for those liabilities assumed by Buyer pursuant to Section 2.3, Seller has made adequate provisions for payments of the amount due to its creditors and shall pay the same at Closing or pursuant to their existing terms on or before the Closing.

5.26 Accuracy of Statements. No representation or warranty by Seller or Selling Member in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Seller or Selling Member that materially adversely affects the business, financial condition or affairs of the Business, Seller or Selling Member. No representation made by a Selling Member to Buyer during the due diligence process leading up to the execution of this Agreement on in connection with the other Target Company Transactions contained an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

5.27 Representations and Warranties of Buyer. Neither Seller nor Selling Member are aware of, or have discovered through due diligence, any breaches by Buyer of its representations and warranties made in Article 6 of this Agreement, which they have not disclosed to Buyer.

5.28 Sufficiency of Assets. Other than as set forth on Schedule 5.28, the Purchased Assets constitute all of the assets necessary to conduct the Business as it is conducted as of the date of this Agreement. Other than as set forth on Schedule 5.28, all Permits and Assumed Contracts, including those identified on Schedule 2.1(d) will be available for use by the Buyer on materially identical terms (i) as of the Closing and (ii) for one year following the Closing.

5.29 The Selling Member.

(a) The Selling Member has ever (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such Selling Member, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such Selling Member's assets, (iv) admitted in writing such Selling Member's inability to pay his or her debts as they become due, or (v) taken or been the subject of any action that may have an adverse effect on his ability to comply with or perform any of his covenants or obligations under any of the Other Agreements or which would require disclosure in the Registration Statement.

(b) Selling Member is not subject to any Order or is bound by any agreement that may have an adverse effect on his ability to comply with or perform any of his or her covenants or obligations under any of the Other Agreements. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of Selling Member to comply with or perform any of his covenants or obligations under any of the Other Agreements. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.30 Investment Purposes.

(a) Seller and Selling Member (i) understand that the shares of Common Stock to be issued to Seller pursuant to this Agreement have not been registered for sale under any federal or state securities Laws and that such shares are being offered and sold to Seller pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agree that Seller is acquiring such shares for its own account for investment purposes only and without a view to any distribution thereof other than to the Selling Member as permitted by the Securities Act and subject to the Lock-Up Agreement, (iii) acknowledge that the representations and warranties set forth in this Section 5.30 are given with the intention that the Buyer rely on them for purposes of claiming such exemption from registration, and (iv) understand that they must bear the economic risk of the investment in such shares for an indefinite period of time as such shares cannot be sold unless subsequently registered under applicable federal and state securities Laws or unless an exemption from registration is available therefrom.

(b) Seller and Selling Member agree (i) that the shares of Common Stock to be issued to Seller pursuant to this Agreement will not be sold or otherwise transferred for value unless (x) a registration statement covering such shares has become effective under applicable state and federal securities laws, including, without limitation, the Securities Act, or (y) there is presented to the Buyer an opinion of counsel satisfactory to the Buyer that such registration is not required, (ii) that any transfer agent for the Common Stock may be instructed not to transfer any such shares unless it receives satisfactory evidence of compliance with the foregoing provisions, and (iii) that there will be endorsed upon any certificate evidencing such shares an appropriate legend calling attention to the foregoing restrictions on transferability of such shares.

(c) Seller and Selling Member is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act.

(d) Seller and Selling Member (i) are aware of the business, affairs and financial condition of the Buyer and the other Target Companies, and have acquired sufficient information about the Buyer and the other Target Companies, the IPO and the Target Company Transactions to reach an informed and knowledgeable decision to acquire the shares of Common Stock to be issued to Seller pursuant to this Agreement, (ii) have discussed the Buyer's plans, operations and financial condition with the Buyer's officers, (iii) have received all such information as they have deemed necessary and appropriate to enable them to evaluate the financial risk inherent in making an investment in the shares of Common Stock to be issued pursuant to this Agreement, (iv) have sufficient knowledge and experience in financial and business matters and in the business of conducting mixed martial arts promotions so as to be capable of evaluating the merits and risks of their investment in Common Stock, and (v) are capable of bearing the economic risks of such investment.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and the Selling Member as follows:

6.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6.2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Buyer to consummate the transactions contemplated hereby.

6.4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Buyer; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Buyer is a party which breach or default would have a material adverse effect on the business or financial condition of Buyer or their ability to consummate the transactions contemplated hereby; or (iii) a violation by Buyer of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Buyer or its ability to consummate the transactions contemplated hereby.

6.5 Brokers, Etc. No broker or investment banker acting on behalf of Buyer or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Buyer. All underwriting discounts and fees incident to the IPO will be paid by Buyer.

6.6 Accuracy of Statements. No representation or warranty by Buyer in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Buyer that materially adversely affects the business, financial condition or affairs of the Buyer.

6.7 Representations and Warranties of Seller and the Selling Member. Buyer is not aware of, nor has discovered through due diligence, any breaches by Seller or Selling Member of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to Seller and the Selling Member.

6.8 Capitalization. The authorized capital stock of the Buyer consists of (i) 45,000,000 shares of Common Stock, of which on the date hereof 5,289,136 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share, of which on the date hereof and on the Closing Date no shares are issued and outstanding. Other than shares of Common Stock sold in the IPO or issued in connection with the Target Company Transactions, and set forth in the Registration Statement no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of the Company is authorized or outstanding. The Company does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of the Company. The Company does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Company. At the Closing, the shares of Common Stock to be issued to Seller as consideration for the Purchase Price will be duly authorized, validly issued, fully paid and non-assessable.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Selling Member, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7.1 Compensation. Except in the ordinary course of business or as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by Seller, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

7.2 Encumbrance of Assets. Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the Purchased Assets or other assets of Seller, exclusive of liens arising as a matter of law in the ordinary course of business as to which there is no known default;

7.3 Incur Liabilities. Not take any action which would cause Seller to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business or which will be paid at Closing;

7.4 Disposition of Assets. Not sell or transfer any of the Purchased Assets or any other tangible or intangible assets of Seller or cancel any debts or claims, except in each case in the ordinary course of business;

7.5 Executory Agreements. Except for modifications in connection with extensions of existing agreements in the ordinary course of business, not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the executory agreements of Seller including, without limitation, any Fighter Contracts, agreements with vendors, televisions or media partners, event sponsors or event venue providers except as otherwise approved by Buyer in writing, which consent will not be unreasonably withheld or delayed;

7.6 Material Transactions. Not enter into any transaction material in nature or amount without the prior written consent of Buyer, except for transactions in the ordinary course of business;

7.7 Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements;

7.8 Preservation of Business. Use its best efforts to preserve the Purchased Assets, keep in faithful service the present officers and key employees of Seller (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with Seller;

7 . 9 Investigation. Allow, during normal business hours, Buyer's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to Seller in the possession of Seller, its officers, directors, employees, auditors or counsel, in order that Buyer may have full opportunity to make such investigation as it may desire of the properties and Business of Seller;

7.10 Compliance with Laws. Comply in all material respects with all Laws applicable to Seller or to the conduct of its Business;

7.11 Notification of Material Changes. Provide Buyer's representatives with prompt written notice of any material and adverse change in the condition (financial or other) of Seller's assets, liabilities, earnings, prospects or business which has not been disclosed to Buyer in this Agreement; and

7 . 1 2 Cooperation. Cooperate fully, completely and promptly with Buyer in connection with (i) securing any approval, consent, authorization or clearance required hereunder, or (ii) satisfying any condition precedent to the Closing without additional cost and expense to Seller unless such action is otherwise the obligation of Seller.

7 . 1 3 Accounting Matters and Registration Statement. Cooperate fully, completely and promptly with Buyer, its counsel, and all auditors in connection with the Registration Statement, including using best efforts to provide Buyer at Seller's expense with all Seller financial statements required by Regulation S-X promulgated under the Securities Act for inclusion in the Registration Statement.

Nothing in this Agreement shall prohibit Seller from paying dividends and other distributions to the Selling Member.

ARTICLE 8
CONDITIONS TO CLOSING

8 . 1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True . The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit G attached hereto, executed by the Managing Memberof Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price and assumed the Assumed Liabilities as provided in Section 4.2(b).

(d) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller and the Selling Member hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True. The representations and warranties of Seller and the Selling Member contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller and the Selling Member contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Purchased Assets or the Business taken as a whole, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit H attached hereto, executed by the Managing Memberof Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Other Agreements. Seller and the Selling Member shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Material Adverse Change. There shall not have been a material adverse change in the Seller's business, financial condition, prospects, assets or operations relating to the Purchased Assets or the Business, taken as a whole, except to the extent such material adverse change arises from or relates to: (i) any change in economic, business or financial market conditions in the United States or regions in which the Business operates, (ii) changes in any Laws or in accounting rules or standards; (iii) any natural disaster, act of terrorism or war, or the outbreak of hostilities, or any other international or domestic calamity or crisis; (iv) any action taken or not taken with the prior written consent of the Purchaser or required or expressly permitted by the terms of this Agreement; (v) the pendency of this Agreement and the transactions contemplated hereby or (vi) any existing event, circumstance, change or effect with respect to which the Buyer has knowledge as of the date of this Agreement.

(f) Non-Competition and Non-Solicitation Agreements. The Selling Member shall have entered into a Non-Competition and Non-Solicitation Agreement with the Buyer in substantially the form attached hereto as Exhibit E.

(g) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

(h) IPO. Buyer shall have completed the IPO.

(i) Available Cash at Closing. The amount of cash acquired at Closing pursuant to Section 2.1(a) shall be at a minimum sufficient to conduct the Seller's next scheduled event consistent with past practice and utilizing solely the Purchased Assets.

(j) Satisfaction of Encumbrances. Seller shall deliver a payoff letter or similar documentation, in form reasonably acceptable to Buyer, terminating any Encumbrance on any of the Purchased Assets, together with executed UCC-2 or UCC-3 termination statements (or any other applicable termination statement) executed by each Person holding Encumbrances on any Purchased Asset.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Purchased Assets for all periods prior to Closing and shall preserve all such information, records and documents until the later of: (a) six (6) years after the Closing; (b) the expiration of all statutes of limitations for Taxes for periods prior to the Closing, or extensions thereof applicable to Seller and its shareholders for Tax information, records or documents; or (c) the required retention period for all government contract information, records or documents. Prior to destroying any records related to Seller for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Tax Matters.

(a) Bifurcation of Taxes. Seller and its Affiliates shall be solely liable for all Taxes imposed upon Seller attributable to the Purchased Assets for all taxable periods ending on or before the Closing Date. Buyer and its Affiliates shall be solely liable for any Taxes imposed upon Buyer attributable to the Purchased Assets for any taxable year or taxable period commencing after the Closing Date.

(b) Transfer Taxes. Buyer and Seller shall each pay one-half of any and all sales, use, transfer and documentary Taxes and recording and filing fees applicable to the transfer of the Purchased Assets.

(c) Cooperation and Records. After the Closing Date, Buyer and Seller shall cooperate in the filing of any Tax returns or other Tax-related forms or reports, to the extent any such filing requires providing each other with necessary relevant records and documents relating to the Purchased Assets. Seller and Buyer shall cooperate in the same manner in defending or resolving any Tax audit, examination or Tax-related litigation. Buyer and Seller shall cooperate in the same manner to minimize any transfer, sales and use Taxes. Nothing in this Section shall give Buyer or Seller any right to review the other's Tax returns or Tax related forms or reports.

(d) Bulk Sales Laws. Seller and Buyer waive compliance with bulk sales laws for Tax purposes.

9.3 Post-Closing Delivery. Subject to the provisions of Section 4.2, Seller agrees to arrange for physical delivery to Buyer of the tangible Purchased Assets in Seller's possession. Buyer and Seller acknowledge that title and risk of loss with respect to all Purchased Assets shall pass to Buyer at Closing. Seller agrees to use commercially reasonable efforts to preserve and maintain the tangible Purchased Assets in good working condition and to protect such Purchased Assets against damage, deterioration and other wasting. All Intellectual Property (in particular all MMA video content) comprising the Purchased Assets will be delivered to Buyer in electronic form consistent with common industry practice.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller and the Selling Member. Seller and Selling Member hereby jointly and severally agree to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) in respect of the following:

(a) Losses resulting in bodily injury, wrongful death, and/or property damages, including without limitation, actual, punitive, direct, indirect, or consequential damages and all attorney's fees and court costs recoverable by the injured party or parties arising out of litigation that is currently pending against Seller or arising from facts which occurred prior to Closing which, in the case of litigation, the defense of which is not being defended by Seller's insurance carrier or, if the same results in or has resulted in a verdict or damages to be paid, the same is not being paid by Seller's insurance company.

(b) Losses resulting from the breach of any representations, warranties, covenants or agreements made by Seller or Selling Member in this Agreement or the Other Agreements.

10.2 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend and hold Seller and the Selling Member harmless from and against any Losses in respect of the following:

(a) Losses resulting from any breach of any representations, warranties, covenants or agreements made by Buyer in this Agreement or the Other Agreements.

(b) Buyer's operation of the Business and ownership of the Purchased Assets after the Closing, including, without limitation, all sales and use Taxes, ad valorem Taxes, and products liability claims with respect to such post-Closing operations.

(c) The Assumed Liabilities, including all claims arising from the obligations assumed under the Assumed Contracts as set forth in Section 2.1(d).

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually and materially prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Indemnifying Party of such response, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17.

10.5 Losses.

(a) For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

(b) Any liability for indemnification under this Agreement shall be determined without duplication of recovery due to the facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) The Indemnified Person agrees to use all reasonable efforts to obtain recovery from any and all third parties who are obligated respecting a Loss (e.g. parties to indemnification agreements, insurance companies, etc.) ("Collateral Sources") respecting any Claim pursuant to which the Indemnified Person is entitled to indemnification hereunder. If the amount to be netted hereunder from any payment from a Collateral Source is determined after payment of any amount otherwise required to be paid to an Indemnified Person under this Article 10, the Indemnified Person shall repay to the Indemnifying Person, promptly after such receipt from Collateral Source, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 10 had such receipt from the Collateral Source occurred at the time of such payment.

(d) Each Indemnified Person shall (and shall cause its Affiliates to) use commercially reasonable efforts to mitigate any claim for Losses that an Indemnified Person asserts under this Article 10.

(e) The amount of any and all Losses (and other indemnification payments) under this Agreement shall be decreased by (A) any Tax benefits in excess of Tax detriments actually realized by the applicable Indemnified Person related to the Loss, including deductibility of any such Losses (or other items giving rise to such indemnification payment), and (B) the amount of any insurance proceeds or other amounts recoverable from Collateral Sources (netted against deductibles and other costs associated with making or pursuing any such claims, as applicable), received or to be received by the applicable Indemnified Person with respect to such Losses under any insurance policy maintained by the Indemnified Person or any other Person or from any other Collateral Source. The Indemnified Person will assign to the Indemnifying Person any rights or contribution or subrogation the Indemnified Person may have against or respecting any Collateral Source or other Persons related to such Loss which is indemnified by the Indemnifying Person hereunder.

1 0 . 6 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Neither Seller and the Selling Member nor Buyer shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller and the Selling Member shall not be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the Purchase Price.

10.7 Exclusive Remedies. Each of Buyer, Seller and the Selling Member acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement and the Other Agreements shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's or the Selling Member's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of Seller's or the Selling Member's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to August 31, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.4, 12.7, 12.9, 12.13, and 12.15 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties. Except with respect to (a) the covenants of Buyer, Seller and the Selling Member which are intended to survive the Closing, (b) Seller's and the Selling Member's representations provided for in Section 5.2(a), 5.4 and 5.8 which survive indefinitely, (c) Seller's and Selling Member's representations provided for in Sections 5.6, 5.11, 5.14, 5.16 and 5.22 which survive until the applicable statute of limitations expires with respect to claims arising under such Sections, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Risk of Loss. All risk of loss with respect to the Purchased Assets to be transferred hereunder shall remain with Seller until the transfer of the Purchased Assets and the Business on the Closing Date. Anything to the contrary in this Agreement notwithstanding, in the event there has been any material damage to or destruction of any of the Purchased Assets prior to the Closing Date and Buyer elects to consummate the transactions contemplated herein, at Closing, Seller shall assign to Buyer all of Seller's right to receive insurance proceeds toward the repair or replacement of such Purchased Assets, if any, and if no such insurance is in effect or the amount payable thereunder is insufficient to repair or replace any such Purchased Assets, the parties shall equitably adjust the Purchase Price; provided, however, if any such adjustment would result in a reduction in the Purchase Price of more than five percent (5%), Seller and the Selling Member's shall have the option to terminate this Agreement.

12.3 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller and the Purchased Assets, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by Seller to Buyer shall become the Confidential Information of Buyer, subject to the restrictions on use and disclosure by Seller imposed under this Section 12.3. Neither Seller, the Selling Member, nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.3; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax returns.

12.4 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, and subject to the obligations of Seller to deliver to Buyer the financial statements required by Section 7.13, all legal, accounting and regulatory fees and expenses incident to the IPO, including preparation and filing of the Registration Statement will be borne by Buyer. Buyer will also cover the reasonable and customary legal fees of one securities counsel designated by the majority the Target Companies being acquired on the Closing Date.

12.5 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.6 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.8 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.9 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.10 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.11 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.12 Further Documents. Each of Buyer, Seller and the Selling Member shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.13 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller or the Selling Member, to:

V3, LLC
7141 Lindsey Leaf Cove
Cordova, TN 38018-5656
Attention: Mr. Nick Harmeier
Phone: (901) 786-2060
Email: nick@v3fights.com

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.14 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.14 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.16 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if Nick Harmeier is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.17 Submission to Jurisdiction. Each of Buyer, Seller and Selling Member (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.13. Nothing in this Section 12.17, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.18 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Asset Purchase Agreement Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

V3, LLC

By: /s/ Nick Harmeier
Name: Nick Harmeier
Title: Managing Member

SELLING MEMBER:

/s/ Nick Harmeier
Nick Harmeier

BUYER:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Assignment and Assumption Agreement
Exhibit B:	Form of Bill of Sale, Conveyance and Assignment
Exhibit C:	Executive Employment Agreement
Exhibit D:	Form of Intellectual Property Transfer Agreement
Exhibit E	Form of Non-Competition and Non-Solicitation Agreement
Exhibit F	Form of Trademark License Agreement
Exhibit G	Form of Buyer Officer's Certificate
Exhibit H	Form of Seller Officer's Certificate

Schedules

Schedule 2.1	Permitted Encumbrances
Schedule 2.1(c)	Equipment
Schedule 2.1(d)	Assumed Contracts
Schedule 2.1(e)	Real Estate Leases
Schedule 2.1(n)	Additional Assets
Schedule 2.2	Excluded Assets
Schedule 3.4	Allocation of Purchase Price
Schedule 5.3	Equipment and other Purchased Assets
Schedule 5.4	Title
Schedule 5.5	Intellectual Property
Schedule 5.6	Litigation
Schedule 5.7	Required Consents
Schedule 5.10	Contract Exceptions
Schedule 5.12	Scope of Rights in Purchased Assets
Schedule 5.13	Compliance with Laws
Schedule 5.14	Financial Statements
Schedule 5.15	Certain Changes
Schedule 5.16	Employee Plans
Schedule 5.17	Business Employees
Schedule 5.18	Labor Relations
Schedule 5.19	Customers and Suppliers
Schedule 5.20	Conflicts
Schedule 5.21	Certain Transactions Related to the Business
Schedule 6.3	Buyer Consents
Schedule 7.1	Compensation Covenant

Exhibit A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of _____ __, 2016 is entered into by and among V3, LLC, d/b/a V3 FIGHTS, a Tennessee limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the " Asset Purchase Agreement"), by and among Seller, Buyer, and Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement the parties hereto together with the Selling Member have agreed that at the Closing (which Closing is taking place as of the date hereof), Seller will transfer to Buyer and Buyer will accept and assume, only those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule 2.1(d) to the Asset Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

As of the date hereof, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts and assumes those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule A attached hereto. With the exception of the liabilities and obligations to be assumed by Buyer pursuant to the preceding sentence, Buyer shall not assume and shall in no event be liable for any other debts, liabilities or obligations of Seller, whether fixed or contingent, known or unknown, liquidated or unliquidated, secured or unsecured, or otherwise and regardless of when they arose or arise. In the event of any inconsistency between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[*Signature Page for Assignment and Assumption Agreement to follow*]

[*Signature Page for Assignment and Assumption Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

V3, LLC

By: /s/ Nick Harmeier
Name: Nick Harmeier
Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Schedule A

Schedule 2.1(d) of the Agreement is incorporated by reference herein in its entirety

Exhibit B

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THIS BILL OF SALE, CONVEYANCE AND ASSIGNMENT (this "Instrument") dated as of _____ __, 2016 is entered into by and among V3, LLC, a Tennessee limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, and Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member").

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

1. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, all of its right, title and interest in and to the Purchased Assets.

2. Notwithstanding anything to the contrary in this Instrument, the Asset Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Assets subject to this Instrument shall expressly exclude the Excluded Assets.

3. From time to time, as and when reasonably requested by Buyer, Seller shall execute and deliver all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Buyer may reasonably deem necessary or desirable to more effectively sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in the Purchased Assets subject to this Instrument.

4. This Instrument shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State.

5. To the extent that any provision of this Instrument is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. Nothing in this Instrument, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Asset Purchase Agreement.

6. This Instrument may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page to Bill of Sale, Conveyance and Assignment to Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

V3, LLC

By: /s/ Nick Harmeier
Name: Nick Harmeier
Title: Managing Member

BUYER:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Exhibit C

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective _____ __, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and Nick Harmeier, an individual and resident of the State of Tennessee (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among V3, LLC, a Tennessee limited liability company ("Seller"), the Company, and the Executive. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Regional Vice President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Regional Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Business. The Executive shall devote an amount of time to Buyer as she currently provides to Seller and sufficient to conduct the Business as it was conducted immediately prior to the Closing. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on _____ __, 2016 (the "Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary; Bonus. (a) Executive will receive a salary during the Term of Seventy Five Thousand and no/100 dollars ($75,000.00) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation and bonuses as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

(b) The Executive will be entitled to performance based cash and equity based bonuses as determined by the Board of Directors of Buyer from time to time.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement; or

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

9 . Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Cometition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

V3, LLC
7141 Lindsey Leaf Cove
Cordova, TN 38018-5656
Attention: Mr. Nick Harmeier
Phone: (901) 786-2060
Email: nick@v3fights.com

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

/s/ Nick Harmeier
Nick Harmeier

Exhibit D

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among V3, LLC, a Tennessee limited liability company ("Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Assignor, Assignee, and Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member").

WHEREAS, Assignor has good and marketable rights and title in and to the patent applications, issued patents, trademarks, trademark applications, copyrights and copyright applications listed on Schedule 1 attached hereto (the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Intellectual Property and Assignor desires to assign to the Assignee its rights and title in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the patents included in the Intellectual Property, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including, without limitation, the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect;

B. the copyrights and applications for registration of copyrights included in the Intellectual Property, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect; and

C. all proceeds of the assets transferred pursuant to subsections 1(A) and 1(B) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such transferred assets, and (ii) any income, royalties, or payments due or payable and related exclusively to such transferred assets as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Patent and Trademark Office and the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the patents, copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Intellectual Property.

3. The terms of the Asset Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Asset Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Asset Purchase Agreement.

4. This Intellectual Property Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Intellectual Property Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page for Intellectual Property Transfer Agreement to follow*]

[*Signature Page for Intellectual Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

V3, LLC

By: /s/ Nick Harmeier
Name: Nick Harmeier
Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

SCHEDULE A

PATENTS

None

COPYRIGHTS

All copyrights in the V3 MMA Event Video Library
All copyrights in V3's fight related photographs, fight cards, ring matt and ring corners
All copyrights in the V3 website
All copyrights in all "sizzle reels" and other in fight video marketing productions

Together with all other copyrights in and to all the copyrightable materials included in the Purchased Assets.

Exhibit E

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") and _____ an individual and resident of the State of _____ (the "Executive").

WHEREAS, the Company, V3, LLC, a Tennessee limited liability company (" Seller"), and Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member") are parties to that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement") pursuant to which the Company acquired substantially all the assets of Seller's business (as more particularly defined in the Asset Purchase Agreement, the "Business");

WHEREAS, the execution and delivery of this Agreement by Executive was a condition to the purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement;

WHEREAS, also in connection with purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement, the Executive has been offered employment by the Company, and the Executive will have access to and be instrumental in developing and implementing critical aspects of the Company's strategic business plan; and

WHEREAS, the Executive is an owner of capital stock or options to acquire the capital stock of the Company and will otherwise personally benefit from the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of (i) the Company entering into the Asset Purchase Agreement, (ii) the employment or continued employment of the Executive by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefor, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of three (3) years after termination, for any reason, of such employment, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall preclude the Executive from managing or training mixed martial arts fighters or conducting single martial arts style (e.g., kick-boxing or boxing) promotional events even if such activities are arguably competitive with the business of the Company or any of its subsidiaries.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee hat the Company or any of its subsidiaries will continue his employment for any period of time or otherwise change the at-will nature of his employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefor, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9 . Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

10. Term. This Agreement shall be effective on the Effective Date. This Agreement shall expire on _____ __, 2019, provided the obligations of the Executive under Sections 2 shall survive for a period of three (3) years after expiration or termination. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE HIM AS TO THE NATURE AND EXTENT OF HIS OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE:

By: _____

Exhibit F

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") dated as of _____ __, 2016 is entered into by and among V3, LLC, a Tennessee limited liability company ("Licensor") and ALLIANCE MMA, INC., a Delaware corporation ("Licensee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the " Asset Purchase Agreement"), by and among Licensor, Licensee, and Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Licensor asserts that it is the sole and exclusive owner of the name "V3 Fights" and all logos, trademarks and service marks attendant thereto (the "Licensed Marks").

WHEREAS, in connection with the Asset Purchase Agreement, Licensor agreed to grant Licensee an exclusive license for use and exploitation of the Licensed Marks in connection with the Business as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
TERM AND TERMINATION

1 . 1 Term. The term of this Agreement and the rights granted and obligations assumed hereto, shall commence on the Closing Date and shall endure and remain in full force in perpetuity.

1.2 Termination. Notwithstanding anything contained in Section 1.1 to the contrary, this Agreement may be terminated at any time as follows:

(a) with the mutual consent of Licensor and Licensee;

(b) by Licensor upon termination by Licensee of any Executive Employment Agreement under circumstances other than for Cause;

(c) by Licensor, if it is not then in material breach of its obligations under the Asset Purchase Agreement and if (A) any of Licensee's representations and warranties contained in the Asset Purchase Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) of the Asset Purchase Agreement would not be satisfied, or (B) any of Licensee's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) of the Asset Purchase Agreement would not be satisfied; provided, however, that Licensor shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Licensee unless Licensee fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Licensor of such inaccuracy or breach.

(d) by Licensor, in the event the Common Stock is not listed or eligible for quotation on the Nasdaq Capital Market or the New York Stock Exchange.

(e) by Licensor, in the event the Company shall be subject to a Bankruptcy Event. As used in this Agreement a "Bankruptcy Event" means any of the following events with respect to Licensee or Licensor, as the case may be: (a) there is the commencement of a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to such party, (b) there is commenced against such party any such case or proceeding that is not dismissed within 60 days after commencement, (c) such party is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered, (d) such party suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within 60 calendar days after such appointment, or (e) the party makes a general assignment for the benefit of creditors.

ARTICLE 2
LICENSE GRANT AND RIGHTS

2.1 License.

(a) Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, subject to the terms and conditions hereinafter set forth, a non-transferrable, exclusive, perpetual, royalty free, fully paid up, worldwide license to use and commercially exploit the Licensed Marks in connection with the Purchased Assets and the Business.

(b) The license granted in Section 2.1(a) above shall extent to the use of any of the Licensed Marks in connection with the distribution or other commercialization of any photograph, video, television broadcast, online distribution, electronic gamming, or other form of audio visual media format or transmission now known or in the future conceived, bearing the Licensed Marks.

2 . 2 Bankruptcy; Abandonment. As sole and exclusive owner of the Licensed Marks, Licensor agrees that should it experience a Bankruptcy Event the Licensed Marks shall, without notice, become the sole and exclusive property of Licensee, as of ninety-one (91) days prior to such event, and any and all rights of every kind and nature of Licensor in and to the Licensed Marks shall terminate.

ARTICLE 3
ENFORCEMENT OF RIGHTS

3 . 1 Joint Enforcement. Upon discovery of any infringement of the Licensed Marks at the option of either Licensor or Licensee, appropriate legal action in connection therewith shall be undertaken either jointly or separately by Licensor and Licensee. In the event that such action is taken jointly, each party shall contribute equally to the expenses of any such action. If any damages for infringement are awarded by a final decree or judgment to Licensor and Licensee, then after deducting all expenses arising from the litigation and reimbursing each contributing party for its contributions, the remainder shall be divided equally among the contributing parties.

3 . 2 Independent Enforcement. If one party shall not wish to join or continue in any such action, but the other party shall wish to institute or continue such action, said one party shall render all reasonable assistance to the other party in connection therewith at said other party's expense and said other party shall be entitled to retain all recoveries with respect to such action.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF LICENSOR

Licensor hereby represents and warrants to Licensee as follows:

4.1 Ownership. Licensor is the sole and exclusive owner of the Licensed Marks.

4.2 Authority. Licensor is authorized to grant the rights conferred hereby.

4 . 3 No Violation. The execution and delivery of this Agreement, the granting of the rights contained herein and the use of the Licensed Marks in accordance with the terms of this Agreement, will not violate any laws or regulations or violate or invalidate any agreement or documents to which Licensor is a party and by which Licensor is bound or to which the Licensed Marks is subject.

4 . 4 No Other Grants. To knowledge of Licensor, no person or entity is entitled to any claim for compensation from Licensee for the use of the Licensed Marks in accordance with the terms and conditions of this Agreement, and no Person or entity has been granted any right in or to the Licensed Marks or any part hereof, anywhere in the world.

4 . 5 Infringement. The Licensed Marks are not the subject of any pending adverse claim or, to the knowledge of Licensor, the subject of any threatened litigation or claim of infringement or misappropriation. To Licensor's knowledge, the Licensed Marks do not infringe on any Intellectual Property Rights of any third party.

ARTICLE 5
MISCELLANEOUS

5 . 1 Incorporation by Reference. Sections 12.1, 12.3, 12.5,12.7 through 12.13, 12.15, 12.17 and 12.18 of the Asset Purchase Agreement are hereby incorporate by reference provided that all references to Seller shall be deemed to refer to Licensor and all references to Buyer shall be deemed to refer to Licensee.

[*Signature Page to Trademark License Agreement Follows*]

[*Signature Page to Trademark License Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

LICENSOR:

V3, LLC

By: /s/ Nick Harmeier
Name: Nick Harmeier
Title: Managing Member

LICENSEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Exhibit G

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among V3, LLC, a Tennessee limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Selling Member of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit H

OFFICER'S CERTIFICATE
OF
V3, LLC

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among V3, LLC, a Tennessee limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) he is the Managing Member of Seller, and

(b) each of the conditions specified in clauses (a) through (j) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Selling Member contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Selling Member contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

V3, LLC

By: _____
Name: Nick Harmeier
Title: Managing Member

Schedules to V3 Asset Purchase Agreement

Schedule 2.1	**Permitted Encumbrances** None
Schedule 2.1(c)	**Equipment** V3 branded fighter equipment, gloves, fight matt V3 Cage, trusses and related equipment V3 Signage
Schedule 2.1(d)	**Assumed Contracts** Pending Venue Agreement by and between Minglewoods Casino and V3 will be assigned to Buyer
Schedule 2.1(e)	**Real Estate Leases** None
Schedule 2.1(n)	**Additional Assets** None
Schedule 2.2	**Excluded Assets** None
Schedule 3.4	**Allocation of Purchase Price** As set forth in the Buyer's Registration Statement on Form S-1 to which this Agreement is an Exhibit
Schedule 5.3	**Equipment and other Purchased Assets** None
Schedule 5.4	**Title** None
Schedule 5.5	**Intellectual Property** All copyrights in the V3 MMA video fight library
Schedule 5.6	**Litigation** None
Schedule 5.7	**Required Consents** None
Schedule 5.10	**Contract Exceptions** None
Schedule 5.12	**Scope of Rights in Purchased Assets** None

Schedule 5.13	**Compliance with Laws**	
	None	
Schedule 5.14	**Financial Statements**	
	Attached	
Schedule 5.15	**Certain Changes**	
	None	
Schedule 5.16	**Employee Plans**	
	None	
Schedule 5.17	**Business Employees**	
	The Selling Member is the Seller's sole employee all other labor is provided on an independent contractor basis for each event and the contractor is issued an IRS Form 1099 reflecting compensation for such services	
Schedule 5.18	**Labor Relations**	
	None	
Schedule 5.19	**Customers and Suppliers**	
	Purchasers of event tickets are Seller's primary customers. Seller has sponsorship revenue from the following: Platinum Jewelrs Miller Light Beer Bumpus Harley Davidson Metro PCS Delta Fair	
Schedule 5.20	**Conflicts**	
	None	
Schedule 6.3	**Buyer Consents**	
	None	
Schedule 7.1	**Compensation Covenant**	
	None	

Exhibit 10.8

FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT

THIS FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT (the " Agreement"), dated as of September 15, 2015 (the "Effective Date"), is entered into by and among LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC., a New York corporation (" Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller is engaged in promoting and conducting mixed martial arts events at various venues under the "Ring of Combat" and "Louis Neglia's Ring of Combat" brands together with kickboxing promotions under the "Louis Neglia's Kickboxing" brand, and owns rights in the copyrighted audio visual recordings of such events (the "Fight Library"); and

WHEREAS, the Buyer desires to purchase the Seller's interests in the Fight Library together with the assets of approximately fifteen other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the " Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act"); and

WHEREAS, the Seller desires to provide for the sale of the Fight Library on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Buyer" has the meaning set forth in the preamble hereto.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Closing" means the closing of the purchase and sale of the Fight Library contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Copyright Transfer Agreement" means the Copyright Transfer Agreement in substantially the form attached hereto as Exhibit A.

"Confidential Information" has the meaning set forth in Section 12.3.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Escrow Agent" means Mazzeo Song & Bradham LLP.

"Escrow Agreement" means the Escrow Agreement in substantially the form attached hereto as Exhibit B.

"Future Shows" has the meaning set forth in Section 9.3.

"Copyrights" means (a) any rights in original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. § 101 *et. seq*.; (b) all registrations for and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world; and (d) all rights in and to any of the foregoing, in each case related to the Fight Library.

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Copyright Assignment Agreement and the Agreement.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

ARTICLE 2
PURCHASE AND SALE

2.1 Agreement to Purchase and Sell Fight Library. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances, all of Seller's right, title and interest in and to the Copyrights in the Fight Library.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price. The purchase price ("Purchase Price") for the Copyrights in the Fight Library shall be One Hundred and Fifty-Five Thousand and no/100 dollars ($155,000.00).

3.2 Payment of Purchase Price. Subject to Section 3.3 below, the Purchase Price shall be paid in cash at the Closing.

3.3 Escrow. Upon the Effective Date Buyer will deliver Fifteen Thousand Five Hundred and no/100 dollars ($15,500.00) of the Purchase Price to the Escrow Agent to be placed in escrow under the terms of the Escrow Agreement and will be released to Seller on the earlier of the Closing Date or March 1, 2016.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Copyrights to Fight Library and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Copyrights to the Fight Library and Seller shall execute and deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Copyrights to the Fight Library or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price. In consideration for the transfer of the the Copyrights to the Fight Library and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

5 . 1 Organization. Seller is a corporation duly organized and validly existing in good standing under the laws of the State of New York.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.5, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Copyrights in the Fight Library under any material agreement or instrument to which Seller is a party. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5 . 3 Title. Other than as set forth on Schedule 5.3, the Copyrights in the Fight Library are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Copyrights in the Fight Library, free and clear of all Encumbrances.

5 . 4 Intellectual Property. Identified on Schedule 5.4 is a complete and accurate list of the Copyrights in the Fighter Library setting forth (a) the date the audiovisual work was recorded, (b) the author of the work, (c) the agreement pursuant to which the Seller's rights in the audiovisual work have been assigned to Seller or otherwise vest, (d) the fighters on the card depicted in the audiovisual work, and (e) the duration of the audiovisual work. Except as set forth on Schedule 5.4, the Copyrights in the Fighter Library is owned free and clear of all Encumbrances. Except as set forth on Schedule 5.4, the Copyrights in the Fighter Library is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.4, the Seller has not violated the terms of any license pursuant to which any part of the Copyrights in the Fighter Library has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.4, the Copyrights in the Fighter Library does not infringe on any intellectual property rights of any other Person. Except as set forth on Schedule 5.4, the Copyrights in the Fighter Library will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5.5 Consents. Except as set forth on Schedule 5.5, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5 . 6 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Copyrights in the Fight Library (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

6.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6 . 2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Seller, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7.1 Encumbrance of Copyrights in the Fighter Library. Not cause any Encumbrance of any kind to be placed upon any of the Copyrights in the Fight Library.

7.2 Disposition of Copyrights in the Fighter Library. Not sell or transfer any of the Copyrights in the Fight Library, except for single commercial end user licenses on a fight-by-fight basis in each case in the ordinary course of business and consistent with past practice.

ARTICLE 8
CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True. The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit C attached hereto, executed by the Chief Executive Officer of Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price.

(d) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Copyrights in the Fight Library contemplated hereby.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any agreement related to the Copyrights in the Fighter Library for Seller to assign it rights to the Copyrights in the Fighter Library to Buyer as contemplated by this Agreement.

8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True. The representations and warranties of Seller contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Copyrights in the Fight Library, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit D attached hereto, executed by the Chief Executive Officer of Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Copyrights in the Fight Library contemplated hereby.

(d) Other Agreements. Seller shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any agreement for Seller to assign it rights in the Copyrights in the Fighter Library to Buyer as contemplated by this Agreement.

(f) IPO. Buyer shall have completed the IPO.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, all information, records and documents relating to the Copyrights in the Fight Library for all periods prior to Closing. Prior to destroying any records related to the Copyrights in the Fighter Library for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Post-Closing Delivery. Seller agrees to arrange for physical delivery to Buyer of all audiovisual works and records related to the Copyrights in the Fight Library in Seller's possession. The Copyrights in the Fight Library will be delivered to Buyer in electronic form consistent with common industry practice.

9.3 Additional Copyrights. From and after the Closing Buyer shall have the exclusive right to create audiovisual works memorializing any and all kickboxing and mixed martial arts events promoted by Seller or Louis Neglia, or any Person owned or controlled by Seller or Louis Neglia, whether promoted under the "Ring of Combat", "Louis Neglia's Ring of Combat", or the "Louis Neglia's Kickboxing" brands ("Future Shows"). Seller shall notify Buyer at the beginning of each calendar year (at least 30 days prior to the first scheduled promotion) with a proposed schedule of Future Shows for the upcoming year including the event venue. Buyer will identify which particular Future Shows it intends to record within 30 days of receipt of the schedule of Future Shows. Seller shall have the right to record (or have any other Person record) any Future Shows that Buyer elects not to record and shall retain all rights in such Future Shows. For each MMA event Buyer elects to record it shall pay Seller the sum of $2,000.00, and for each kickboxing event Buyer elects to record it shall pay Seller the sum of $1,000.00, in each case due at the date of the relevant event. Buyer shall exclusively own all copyrights in and to any Future Shows recorded by Buyer or its agents. Buyer shall be responsible for complying with all policies or other requirements for audiovisual recordings at the venue where such Future Show is to be held and shall be solely responsible for the audiovisual production elements of the show and the expenses related thereto (number of cameras, format, lighting, etc.).

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller. Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) resulting from the breach of any representations, warranties, covenants or agreements made by Seller in this Agreement or the Other Agreements. For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

10.2 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Seller shall not be required to indemnify Buyer hereunder for its breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller shall not be liable to provide indemnification hereunder in an aggregate amount in excess of the Purchase Price.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to June 30, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Copyrights in the Fight Library hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.5, 12.6, 12.8, 12.12, and 12.13 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties . Except with respect to (a) the covenants of Buyer and Seller which are intended to survive the Closing, (b) Seller's representations provided for in Section 5.2(a) and 5.3 which survive indefinitely, (c) Seller's representations provided for in Sections 5.4 which survive until the applicable statute of limitations expires with respect to claims arising under such Section, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the Target Transactions and the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller and the Copyrights in the Fight Library, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Copyrights in the Fighter Library disclosed by Seller to Buyer shall become the Confidential Information of Buyer. Neither Seller nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.2; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its tax returns.

12.3 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement.

1 2 . 4 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.5 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.6 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.7 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.8 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.9 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.10 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.11 Further Documents. Each of Buyer and Seller shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.12 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller, to:

Louis Neglia's Martial Arts Karate, Inc.
d/b/a Louis Neglia's Ring of Combat
65 Avenue U
Brooklyn, NY 11223
Attention: Louis Neglia
Phone: (516) 458-4989

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.13 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.13 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.14 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.15 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if Louis Neglia is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.16 Submission to Jurisdiction. Each of Buyer and Seller (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.12. Nothing in this Section 12.16, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.17 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Fight Library Copyright Purchase Agreement Follows*]

[*Signature Page to Fight Library Copyright Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC.

By: /s/ Louis Neglia
Name: Louis Neglia
Title: CEO

BUYER:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Copyright Transfer Agreement
Exhibit B:	Form of Escrow Agreement
Exhibit C:	Form of Buyer Officer's Certificate
Exhibit D:	Form of Seller Officer's Certificate

Schedules

Schedule 5.3	Title
Schedule 5.4	Intellectual Property
Schedule 5.5	Required Consents

Exhibit A

COPYRIGHT TRANSFER AGREEMENT

This COPYRIGHT TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC., a New York corporation (" Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT, dated as of September 15, 2015 (the "Copyright Purchase Agreement"), by and among Assignor and Assignee.

WHEREAS, Assignor has good and marketable rights and title in and to copyrights listed on Schedule 1 attached hereto (the "Copyrights"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Copyrights and Assignor desires to assign to the Assignee its rights and title in and to the Copyrights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the Copyrights and applications for registration of copyrights included in the Copyrights, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect; and

B. all proceeds of the Copyrights transferred pursuant to subsection 1(A) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such Copyrights, and (ii) any income, royalties, or payments due or payable and related exclusively to such Copyrights as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the Copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Copyrights.

3. The terms of the Copyright Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Copyright Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Copyright Purchase Agreement.

4. This Copyright Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Copyright Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page for Copyright Transfer Agreement to follow*]

[*Signature Page for Copyright Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC.

By: /s/ Louis Neglia
Name: Louis Neglia
Title: CEO

ASSIGNEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

SCHEDULE A

COPYRIGHTS

The Ring of Combat Fight Library including all Ring of Combat MMA and Kick Boxing Event Shows listed in the Go Fight Live MMA video database located at www.gfl.tv including any derivative works of such shows, together with all other copyrights in and to all the copyrightable materials included in the Copyrights in the Fight Library.

Exhibit B

ESCROW AGREEMENT

This Escrow Agreement (the "Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and among ALLIANCE MMA, INC., a Delaware corporation ("Company"), NEGLIA'S MARTIAL ARTS KARATE, INC., a New York corporation ("Seller"), and Mazzeo Song & Bradham LLP, a New York limited liability partnership ("Escrow Agent") and is delivered pursuant to, and subject to the terms of, that certain Fight Library Copyright Purchase Agreement, dated as of September 15, 2015 (the "Copyright Purchase Agreement"), by and among Company and Seller. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Copyright Purchase Agreement.

WHEREAS, as an inducement for the Seller to enter into the Copyright Purchase Agreement the Company has agreed to place $15,500.00 in escrow to be credited against the Purchase Price for the Copyrights to the Fight Library.

WHEREAS, pursuant to the requirements of the Copyright Purchase Agreement, the Company, the Seller and the Escrow Agent have agreed to establish an escrow on the terms and conditions set forth in this Agreement;

WHEREAS, the Escrow Agent has agreed to act as escrow agent pursuant to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises of the parties and the terms and conditions hereof, the parties hereby agree as follows:

1. Appointment of Escrow Agent. The Seller and the Company hereby appoint Mazzeo Song & Bradham LLP as Escrow Agent to act in accordance with the terms and conditions set forth in this Agreement, and Escrow Agent hereby accepts such appointment and agrees to act in accordance with such terms and conditions.

2. Establishment of Escrow. Upon the Effective Date, the Company shall deliver, or cause to be delivered, to the Escrow Agent cash in the amount of Twenty Five Thousand and no/100 dollars ($25,000.00) the ("Escrowed Funds").

3. Release of the Escrowed Funds. The Escrow Agent shall release the Escrowed Funds to the Seller upon the earlier of the Closing Date and March 1, 2016.

4. Duration. This Agreement shall terminate on the earlier of the Closing Date and March 1, 2016.

5 . Interpleader. Should any controversy arise among the parties hereto with respect to this Agreement or with respect to the right to receive the Escrowed Funds, the Escrow Agent shall have the right to consult counsel and/or to institute an appropriate interpleader action to determine the rights of the parties. Escrow Agent is also each hereby authorized to institute an appropriate interpleader action upon receipt of a written letter of direction executed by the parties so directing the Escrow Agent. If Escrow Agent is directed to institute an appropriate interpleader action, it shall institute such action not prior to thirty (30) days after receipt of such letter of direction and not later than sixty (60) days after such date. Any interpleader action instituted in accordance with this Section 5 shall be filed in any court of competent jurisdiction in the State of New York, and the Escrowed Funds shall be deposited with the court and in such event Escrow Agent shall be relieved of and discharged from any and all obligations and liabilities under and pursuant to this Agreement with respect to the Escrow Funds and any other obligations hereunder.

6. Exculpation and Indemnification of Escrow Agent.

(a) Escrow Agent is not a party to, and is not bound by or charged with notice of any agreement out of which this escrow may arise. Escrow Agent acts under this Agreement as a depositary only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of the escrow, or any part thereof, or for the form or execution of any notice given by any other party hereunder, or for the identity or authority of any person executing any such notice. Escrow Agent will have no duties or responsibilities other than those expressly set forth herein. Escrow Agent will be under no liability to anyone by reason of any failure on the part of any party hereto (other than Escrow Agent) or any maker, endorser or other signatory of any document to perform such Person's obligations hereunder or under any such document. Except for this Agreement and instructions to Escrow Agent pursuant to the terms of this Agreement, Escrow Agent will not be obligated to recognize any agreement between or among any or all of the Persons referred to herein, notwithstanding its knowledge thereof.

(b) Escrow Agent will not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, absent gross negligence or willful misconduct. Escrow Agent may rely conclusively on, and will be protected in acting upon, any order, notice, demand, certificate, or opinion or advice of counsel (including counsel chosen by Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is reasonably believed by Escrow Agent to be genuine and to be signed or presented by the proper Person or Persons. The duties and responsibilities of the Escrow Agent hereunder shall be determined solely by the express provisions of this Agreement and no other or further duties or responsibilities shall be implied, including, but not limited to, any obligation under or imposed by any laws of the State of New York upon fiduciaries.

(c) The Company and the Seller each hereby, jointly and severally, indemnify and hold harmless Escrow Agent and its principals, partners, agents, employees and affiliates from and against any expenses, including reasonable attorneys' fees and disbursements, damages or losses suffered by Escrow Agent in connection with any claim or demand, which, in any way, directly or indirectly, arises out of or relates to this Agreement or the services of Escrow Agent hereunder; except, that if Escrow Agent is guilty of willful misconduct, gross negligence or fraud under this Agreement, then Escrow Agent will bear all losses, damages and expenses arising as a result of such willful misconduct, gross negligence or fraud. Promptly after the receipt by Escrow Agent of notice of any such demand or claim or the commencement of any action, suit or proceeding relating to such demand or claim, Escrow Agent will notify the other parties hereto in writing. For the purposes hereof, the terms "expense" and "loss" will include all amounts paid or payable to satisfy any such claim or demand, or in settlement of any such claim, demand, action, suit or proceeding settled with the express written consent of the parties hereto, and all costs and expenses, including, but not limited to, reasonable attorneys' fees and disbursements, paid or incurred in investigating or defending against any such claim, demand, action, suit or proceeding. The provisions of this Section 8 shall survive the termination of this Agreement.

7. Resignation of Escrow Agent. At any time, upon ten (10) Business Days' written notice to the Company, Escrow Agent may resign and be discharged from its duties as Escrow Agent hereunder. As soon as practicable after its resignation, Escrow Agent will promptly turn over to a successor escrow agent appointed by the Company the Escrow Shares held hereunder upon presentation of a document appointing the new escrow agent and evidencing its acceptance thereof. If, by the end of the 10-day period following the giving of notice of resignation by Escrow Agent, the Company shall have failed to appoint a successor escrow agent, Escrow Agent may interplead the Escrow Shares into the registry of any court having jurisdiction.

8 . Records. Escrow Agent shall maintain accurate records of all transactions hereunder. Promptly after the termination of this Agreement or as may reasonably be requested by the parties hereto from time to time before such termination, Escrow Agent shall provide the parties hereto, as the case may be, with a complete copy of such records, certified by Escrow Agent to be a complete and accurate account of all such transactions. The authorized representatives of each of the parties hereto shall have access to such books and records at all reasonable times during normal business hours upon reasonable notice to Escrow Agent and at the requesting party's expense.

9 . Notice. All notices, communications and instructions required or desired to be given under this Agreement must be in writing and shall be deemed to be duly given if sent by registered or certified mail, return receipt requested, or overnight courier, to the addresses set forth in the Asset Purchase Agreement or provided to the Escrow Agent in writing under separate cover.

10. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Assignment and Modification. This Agreement and the rights and obligations hereunder of any of the parties hereto may not be assigned without the prior written consent of the other parties hereto. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns. No other Person will acquire or have any rights under, or by virtue of, this Agreement. No portion of the Escrow Shares shall be subject to interference or control by any creditor of any party hereto, or be subject to being taken or reached by any legal or equitable process in satisfaction of any debt or other liability of any such party hereto prior to the cancellation or disbursement thereof to such party hereto in accordance with the provisions of this Agreement. This Agreement may be amended or modified only in writing signed by all of the parties hereto.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

13. Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

14. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party (unless such other party is the Escrow Agent), which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief that may be awarded.

[*Signature Page to Escrow Agreement Follows*]

[*Signature Page to Escrow Agreement*]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth opposite their respective names.

ESCROW AGENT:

Mazzeo Song & Bradham LLP

By: /s/ Robert L. Mazzeo, Esq.
Name: Robert L. Mazzeo, Esq.
Title: Partner

SELLER:

LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC.

By: /s/ Louis Neglia
Name: Louis Neglia
Title: CEO

COMPANY:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Exhibit C

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT (the "Agreement"), dated as of September 15, 2015 (the "Effective Date") by and among LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC., a New York corporation (" Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Seller of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit D

OFFICER'S CERTIFICATE
OF
LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC.

FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT (the " Agreement"), dated as of September 15, 2015 (the "Effective Date") by and among LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC., a New York corporation (" Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) he is the Chief Executive Officer of Seller, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Seller contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC.

By: _____
Name: Louis Neglia
Title: Chief Executive Officer

SCHEDULES TO
LOUIS NEGLIA FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT

Schedule 5.3 **Title**

GoFightNet, Inc. has the right to commercialize the Ring of Combat Fight Library through its web site located at www.gfl.tv. Net proceeds from any commercialization of the Fight Library is shared equally between GFL and Seller

Schedule 5.4 **Intellectual Property**

See Schedule 5.3 above

Schedule 5.5 **Required Consents**

None

Exhibit 10.9

FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT

THIS FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT (the "Agreement"), dated as of February 23, 2016 (the "Effective Date"), is entered into by and among HOSS PROMOTIONS, LLC, a New York corporation ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller owns rights in the copyrighted audio visual recordings of certain mixed martial arts promotions conducted under the "Cage Fury Fighting Championships" or "CFFC" (the "Fight Library"); and

WHEREAS, the Buyer desires to purchase the Seller's interests in the Fight Library together with the assets of approximately fifteen other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the "Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act"); and

WHEREAS, the Seller desires to provide for the sale of the Fight Library on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Buyer" has the meaning set forth in the preamble hereto.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Closing" means the closing of the purchase and sale of the Fight Library contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Copyright Transfer Agreement" means the Copyright Transfer Agreement in substantially the form attached hereto as Exhibit A.

"Confidential Information" has the meaning set forth in Section 12.3.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Copyrights" means (a) any rights in original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. § 101 *et. seq*.; (b) all registrations for and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world; and (d) all rights in and to any of the foregoing, in each case related to the Fight Library.

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Copyright Assignment Agreement and the Agreement.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

ARTICLE 2
PURCHASE AND SALE

2 . 1 Agreement to Purchase and Sell Fight Library. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances, all of Seller's right, title and interest in and to the Copyrights in the Fight Library.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price. The purchase price ("Purchase Price") for the Copyrights in the Fight Library shall be Three Hundred Thousand and no/100 dollars ($300,000.00).

3.2 Payment of Purchase Price. The Purchase Price shall be paid at the Closing by delivery:

(a) To Seller of One Hundred Thousand and no/100 dollars ($100,000.00) in cash by wire transfer of immediately available funds to the account designated by Seller at least two (2) Business Days prior to the Closing Date; and

(b) To Seller of number of shares of Common Stock (rounded to the nearest whole number) equal to Two Hundred Thousand and no/100 dollars ($200,000.00) divided by the IPO Price.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Copyrights to Fight Library and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Copyrights to the Fight Library and Seller shall execute and deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Copyrights to the Fight Library or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price. In consideration for the transfer of the the Copyrights to the Fight Library and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

5 . 1 Organization. Seller is a corporation duly organized and validly existing in good standing under the laws of the State of New York.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.5, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Copyrights in the Fight Library under any material agreement or instrument to which Seller is a party. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5 . 3 Title. Other than as set forth on Schedule 5.3, the Copyrights in the Fight Library are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Copyrights in the Fight Library, free and clear of all Encumbrances.

5 . 4 Intellectual Property. Identified on Schedule 5.4 is a complete and accurate list of the Copyrights in the Fighter Library setting forth (a) the date the audiovisual work was recorded, (b) the author of the work, (c) the agreement pursuant to which the Seller's rights in the audiovisual work have been assigned to Seller or otherwise vest, (d) the fighters on the card depicted in the audiovisual work, and (e) the duration of the audiovisual work. Except as set forth on Schedule 5.4, the Copyrights in the Fighter Library is owned free and clear of all Encumbrances. Except as set forth on Schedule 5.4, the Copyrights in the Fighter Library is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.4, the Seller has not violated the terms of any license pursuant to which any part of the Copyrights in the Fighter Library has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.4, the Copyrights in the Fighter Library does not infringe on any intellectual property rights of any other Person. Except as set forth on Schedule 5.4, the Copyrights in the Fighter Library will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5.5 Consents. Except as set forth on Schedule 5.5, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5.6 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Copyrights in the Fight Library (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

6.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6.2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Seller, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7.1 Encumbrance of Copyrights in the Fighter Library. Not cause any Encumbrance of any kind to be placed upon any of the Copyrights in the Fight Library.

7.2 Disposition of Copyrights in the Fighter Library. Not sell or transfer any of the Copyrights in the Fight Library, except for single commercial end user licenses on a fight-by-fight basis in each case in the ordinary course of business and consistent with past practice.

ARTICLE 8
CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True. The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit B attached hereto, executed by the Chief Executive Officer of Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price.

(d) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Copyrights in the Fight Library contemplated hereby.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any agreement related to the Copyrights in the Fighter Library for Seller to assign it rights to the Copyrights in the Fighter Library to Buyer as contemplated by this Agreement.

8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True. The representations and warranties of Seller contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Copyrights in the Fight Library, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit C attached hereto, executed by the Managing Member of Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Copyrights in the Fight Library contemplated hereby.

(d) Other Agreements. Seller shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any agreement for Seller to assign it rights in the Copyrights in the Fighter Library to Buyer as contemplated by this Agreement.

(f) IPO. Buyer shall have completed the IPO.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, all information, records and documents relating to the Copyrights in the Fight Library for all periods prior to Closing. Prior to destroying any records related to the Copyrights in the Fighter Library for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Post-Closing Delivery. Seller agrees to arrange for physical delivery to Buyer of all audiovisual works and records related to the Copyrights in the Fight Library in Seller's possession. The Copyrights in the Fight Library will be delivered to Buyer in electronic form consistent with common industry practice.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller. Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) resulting from the breach of any representations, warranties, covenants or agreements made by Seller in this Agreement or the Other Agreements. For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

10.2 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Seller shall not be required to indemnify Buyer hereunder for its breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller shall not be liable to provide indemnification hereunder in an aggregate amount in excess of the Purchase Price.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to June 30, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Copyrights in the Fight Library hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.5, 12.6, 12.8, 12.12, and 12.13 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties. Except with respect to (a) the covenants of Buyer and Seller which are intended to survive the Closing, (b) Seller's representations provided for in Section 5.2(a) and 5.3 which survive indefinitely, (c) Seller's representations provided for in Sections 5.4 which survive until the applicable statute of limitations expires with respect to claims arising under such Section, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the Target Transactions and the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller and the Copyrights in the Fight Library, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Copyrights in the Fighter Library disclosed by Seller to Buyer shall become the Confidential Information of Buyer. Neither Seller nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.2; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its tax returns.

12.3 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement.

12.4 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.5 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.6 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.7 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.8 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.9 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.10 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.11 Further Documents. Each of Buyer and Seller shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.12 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller, to:

Hoss Promotions, LLC
789 Harding Highway
Buena, New Jersey 08310
Attention: Ms. Maria Haydak
Fax: (844) 329-2332

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.13 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.13 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.14 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.15 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if Ms. Maria Haydak is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.16 Submission to Jurisdiction. Each of Buyer and Seller (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.12. Nothing in this Section 12.16, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.17 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Fight Library Copyright Purchase Agreement Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

HOSS PROMOTIONS, LLC

By: /s/ Maria Haydak
Name: Ms. Maria Haydak
Title: Managing Member

BUYER:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Copyright Transfer Agreement
Exhibit B:	Form of Buyer Officer's Certificate
Exhibit C:	Form of Seller Officer's Certificate

Schedules

Schedule 5.3	Title
Schedule 5.4	Intellectual Property
Schedule 5.5	Required Consents

Exhibit A

COPYRIGHT TRANSFER AGREEMENT

This COPYRIGHT TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among HOSS PROMOTIONS, LLC, a New York corporation ("Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT, dated as of February 23, 2016 (the "Copyright Purchase Agreement"), by and among Assignor and Assignee.

WHEREAS, Assignor has good and marketable rights and title in and to copyrights listed on Schedule 1 attached hereto (the "Copyrights"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Copyrights and Assignor desires to assign to the Assignee its rights and title in and to the Copyrights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the Copyrights and applications for registration of copyrights included in the Copyrights, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect; and

B. all proceeds of the Copyrights transferred pursuant to subsection 1(A) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such Copyrights, and (ii) any income, royalties, or payments due or payable and related exclusively to such Copyrights as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the Copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Copyrights.

3. The terms of the Copyright Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Copyright Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Copyright Purchase Agreement.

4. This Copyright Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Copyright Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page for Copyright Transfer Agreement to follow*]

[*Signature Page for Copyright Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

HOSS PROMOTIONS, LLC

By: /s/ Maria Haydak
Name: Ms. Maria Haydak
Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner
Name: Paul K. Danner
Title: CEO

SCHEDULE A

COPYRIGHTS

The CFFC Fight Library including all Cage Fury Fighting Championship and CFFC Shows Numbered 7 through 34 listed in the Go Fight Live MMA video database located a www.gfl.tv including any derivative works of such shows, together with all other copyrights in and to all the copyrightable materials included in the Copyrights in the Fight Library.

Exhibit B

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among HOSS PROMOTIONS, LLC, a New York corporation ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Seller of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name: Paul K. Danner
Title: Chief Executive Officer

Exhibit C

OFFICER'S CERTIFICATE
OF
HOSS PROMOTIONS, LLC

FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT (the "Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among HOSS PROMOTIONS, LLC, a New York corporation ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) she is the Managing Member of Seller, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Seller contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

HOSS PROMOTIONS, LLC

By: _____
Name: Ms. Maria Haydak
Title: Managing Member

SCHEDULES TO
HOSS FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT

Schedule 5.3 **Title**

None

Schedule 5.4 **Intellectual Property**

None

Schedule 5.5 **Required Consents**

None

Exhibit 10.10

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of March 1, 2016 (the "Effective Date"), is entered into by and among GO FIGHT NET, INC., a New York corporation ("GFL"), David Klarman, an individual and resident of the State of New York (the "Principal Stockholder"), ALLIANCE MMA, INC., a Delaware corporation ("Parent"), and GFL ACQUISITION CO., INC., a New York corporation and wholly-owned subsidiary of Parent ("Acquisition Co.").

WHEREAS, GFL operates "GoFightLive" the leading Internet website for live and on-demand mixed martial arts ("MMA"), Muay Thai, Kickboxing, and other video content (the "Business"); and

WHEREAS, the Parent desires to acquire GFL and to purchase the assets of approximately six other companies (the "Target Companies") primarily engaged in the business of promoting and conducting MMA events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the "Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Parent's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Parent (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act"); and

WHEREAS, the Principal Stockholder owns a majority of the issued and outstanding common stock of GFL; and

WHEREAS, the respective Boards of Directors of each of Parent, Acquisition Co. and GFL have approved, and deem it advisable and in the best interests of their respective stockholders to consummate, the acquisition of GFL by Parent, which acquisition is to be effected by the merger of GFL with and into the Acquisition Co., with GFL being the surviving entity (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the parties hereto intend that the Merger shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), by reason of Section 368(a)(2)(E) of the Code;

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Agreement and Plan of Merger, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Bankruptcy Event" means an occurrence upon which a party shall become insolvent; seek relief as a debtor under any applicable bankruptcy law or other law relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors or consents to or acquiesces in such relief; makes an assignment for the benefit of, or enters into a composition with, its creditors; appoints or consents to the appointment or receiver or other custodian for all or a substantial part of its assets or property; a petition seeking to have it declared or adjudicated bankrupt or insolvent under any applicable bankruptcy or similar law is not dismissed within sixty (60) days after filing; an order or judgment is entered by a court of competent jurisdiction for relief against it in any case commenced under any bankruptcy or similar law or finding it to be bankrupt or insolvent or ordering or approving its liquidation, reorganization or any modification of the rights of its creditors or appointing a receiver, guardian or other custodian for all or a substantial part of its assets or property; or it admits its inability to pay its debts when due.

"Business" means the business of producing, editing, and distributing audio visual works comprising combat sports and other mixed martial arts events including live, televised and pay-per-view events and related content and services.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"Parent" has the meaning set forth in the preamble hereto.

"Claim" has the meaning set forth in Section 10.4.

"Claim Notice" has the meaning set forth in Section 10.4.

"Claimed Amount" has the meaning set forth in Section 10.4.

"Closing" means the closing of the Merger contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 2.5.

"Code" has the meaning set forth in the Recitals.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock of Parent $0.001 par value per share.

"Confidential Information" has the meaning set forth in Section 12.3.

"Contracts" has the meaning set forth in Section 5.10.

"Effective Time" has the meaning set forth in Section 2.2.

"Employee Plan" has the meaning set forth in Section 5.16.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Equipment" has the meaning set forth in Section 2.1(c).

"Executive Employment Agreement" means the Executive Employment Agreement entered into by and between Parent and the Principal Stockholder in substantially the form attached hereto as Exhibit C.

"GFL" has the meaning set forth in the preamble hereto.

"GFL Common Stock" means the common stock of GFL $0.001 par value per share.

"GFL Stockholders" has the meaning set forth in Section 3.2(g).

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Indemnified Person" has the meaning set forth in Section 10.3(a).

"Indemnifying Person" has the meaning set forth in Section 10.3(a).

"Intellectual Property License Agreement" means that certain Intellectual Property License Agreement in substantially the form attached hereto as Exhibit E.

"Intellectual Property Rights" means all intellectual property and other proprietary rights, protected or protectable, under the laws of the United States or any political subdivision, used by GFL in the Business including, without limitation (i) trademarks, service marks, trade names, trade dress, logos, brand names and other identifiers together with all goodwill associated therewith; (ii) copyrights (including but not limited to all copyrights in GFL's MMA event video library and fighter photographs and other copyrighted works); (iii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iv) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; and (v) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iv) above.

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions but not less than $4 million, pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"IPO Price" means the price to the public reflected in the prospectus of the Parent relating to the IPO that is first filed by the Parent with the Commission pursuant to Rule 424(b) promulgated under the Securities Act.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Letter of Transmittal" has the meaning set forth in Section 3.2(a).

"Liability" has the meaning set forth in Section 2.3.

"Licensed Intellectual Property Rights" means the Intellectual Property Rights exclusively licensed by GFL's affiliate Voltera Partners Ltd. to GFL pursuant to the Intellectual Property License Agreement which will convert automatically into an assignment of the Licensed Intellectual Property Rights on the first anniversary of the Closing provided no Bankruptcy Event occurs with respect to Parent prior to such date.

"Lock-Up Agreement" means that certain Lock-Up Agreement entered into by and among Principal Stockholder, the Parent and the underwriters participating in the IPO in substantially the form executed by each Person serving as an officer, director or 1% shareholder of Parent or being issued shares of Common Stock in connection with the Target Company Transactions restricting the sale, transfer (other than for estate planning purposes), or other disposition of Common Stock held by such Person for a period of at least 180 days from the Closing Date.

"Losses" has the meaning set forth in Section 10.4.

"Material Adverse Effect" means any change, effect or circumstance that is materially adverse or is reasonably likely to be materially adverse to the assets, liabilities, condition (financial or otherwise) or operations of GFL or the Business, other than any such change, effect or circumstance relating to general economic, regulatory or political conditions, except to the extent such change, effect or circumstance disproportionately affects GFL.

"Merger" has the meaning set forth in the Recitals.

"Merger Consideration" has the meaning set forth in in Section 3.1(a).

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means that certain Non-Competition and Non-Solicitation Agreement in substantially the form attached hereto as Exhibit D.

"NYBCL" means the New York Business Corporation Law, as amended.

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Non-Competition and Non-Solicitation Agreement, the Executive Employment Agreement, and the Intellectual Property License Agreement.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to GFL in connection with the Business.

"Permitted Encumbrances" shall mean (a) Encumbrances for taxes and assessments or governmental charges or levies not at the time due or in respect of which the validity thereof shall currently be contested in good faith by appropriate proceedings; (b) Encumbrances in respect of pledges or deposits under workmen's compensation laws or similar legislation, carriers', warehousemen's, mechanics', laborers' and materialmens' and similar liens, if the obligations secured by such liens are not then delinquent or are being contested in good faith by appropriate proceedings; and (c) Encumbrances incidental to the conduct of the Business of GFL that were not incurred in connection with the borrowing of money or the obtaining of advances or credits and which do not in the aggregate materially detract from the value of its property or materially impair the use made thereof by GFL in its Business.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Registration Statement" has the meaning set forth in the recitals.

"Surviving Corporation" has the meaning set forth in Section 2.1

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Tax Return" shall include all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns (including Form 1099 and partnership returns filed on Form 1065)) required to be supplied to a Tax authority relating to Taxes.

"Third Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. Generally Accepted Accounting Principles.

ARTICLE 2
THE MERGER

2 . 1 Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time, GFL shall be merged with and into Acquisition Co. in accordance with the NYBCL. On the Closing Date (as defined in Paragraph 2.5), the separate corporate existence of Acquisition Co. shall cease, and GFL shall continue as the corporation surviving the Merger (sometimes hereinafter referred to as the "Surviving Corporation").

2 . 2 Effective Time. The Parent, GFL and Acquisition Co. shall cause a certificate of merger to be filed on the Closing Date (or on such other date as GFL and Parent may agree in writing) with the Secretary of State of the State of New York, and shall make all other filings or recordings required by the NYBCL in connection with the Merger. The Merger shall be deemed effective on the Closing Date.

2.3 Certificate of Incorporation; By-laws; Directors and Officers.

(a) The Certificate of Incorporation of Acquisition Co. as in effect immediately prior to the Effective Time, a copy of which is attached as Exhibit A hereto, shall be the Certificate of Incorporation of the Surviving Corporation (the "Certificate of Incorporation") from and after the Effective Time until thereafter changed or amended as provide therein or in accordance with applicable law.

(b) The by-laws of Acquisition Co. as in effect immediately prior to the Effective Time, a copy of which is attached as Exhibit B hereto, shall be the by-laws of the Surviving Corporation (the "By-laws") from and after the Effective Time until thereafter changed or amended as provided therein or in accordance with applicable law.

(c) One or more of the directors of Acquisition Co. immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation and shall hold office from the Effective Time until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation and By-laws. The officers of Acquisition Co. immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation and shall hold office from the Effective Time until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation and By-laws.

2.4 Effects of the Merger. The Merger shall have the effect set forth in the NYBCL. Without limiting the generality of the foregoing, at the Effective Time, except as otherwise provided herein, all of the property, rights, privileges, powers and franchises of GFL and Acquisition Co. shall vest in the Surviving Corporation, and all debts, liabilities and duties of GFL and Acquisition Co. shall become the debts, liabilities and duties of the Surviving Corporation. GFL acknowledges that, from and after the Effective Time, Parent shall have the absolute and unqualified right to deal with the assets and business of the Surviving Corporation as its own property without limitation on the disposition or use of such assets or the conduct of such business, except for the Intellectual Property Rights which shall be subject to the Intellectual Property License Agreement.

2.5 Closing. The consummation of the transactions contemplated by this Agreement, including the Merger (the "Closing"), shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Parent and GFL, subject to the satisfaction or waiver of each of the conditions set forth in Article 8. The Effective Time shall occur on the Closing Date.

2.6 Tax-Free Merger. The parties hereto intend that the Merger will be treated as a tax-free reorganization under Section 368 of the Code. The Parent shall provide at Closing a confirmation from its accounting firm that Merger shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended by reason of Section 368(a)(2)(E) of the Code. The Parent shall indemnify each of the GFL Stockholders, individually and severally, for any and all liabilities, costs and fees in defending the tax-free nature of the Merger, as well as any and all taxes and penalties assessed in the event a taxing authority determines that the Merger is not a tax-free exchange.

ARTICLE 3
MERGER CONSIDERATION; CONVERSION AND EXCHANGE OF SECURITIES

3.1 Manner and Basis of Converting and Exchanging Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of GFL, Parent or Acquisition Co. or the holders of any outstanding shares of capital stock or other securities of GFL, Parent or Acquisition Co:

(a) GFL Common Stock. All of the shares of GFL Common Stock issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares) shall be converted or exchanged into the right to receive (i) an aggregate number of shares of Parent Common Stock equal to $1,700,000 divided by the lesser of (i) 90% of the IPO Price and (ii) the lowest price ascribed to such shares issues prior to the IPO, and (ii) $450,000, in each case to be issued pro rata to the holders of GFL Common Stock (collectively, the "Merger Consideration").

(b) Preferred Stock, Options and Warrants. There are no issued and outstanding shares of preferred stock of GFL, nor any options or warrants that have not been exercised or otherwise converted into GFL Common Stock prior to the Effective Time.

(c) Treasury Stock. Notwithstanding any provision of this Agreement to the contrary, each share of GFL Common Stock held in the treasury of GFL shall be canceled in the Merger and shall not be converted or exchanged into the right to receive any shares of Parent Common Stock or other securities of Parent.

(e) No Fractional Shares. No fractional shares of Parent Common Stock shall be issued in, or as a result of, the Merger. Any fractional shares of Parent Common Stock that a holder of record of GFL Common Stock would otherwise be entitled to receive as a result of the Merger shall be aggregated. If a fractional share of Parent Common Stock results from such aggregation, the number of shares required to be issued to such record holder shall be rounded to the nearest whole number of shares of Parent Common Stock.

3.2 Surrender and Exchange of Certificates.

(a) Letter of Transmittal. Promptly after the Effective Time, Parent shall mail, or cause to be mailed, to each record holder of certificate(s) formerly representing ownership of GFL Common Stock that was converted into the right to receive Parent Common Stock pursuant to Section 3.1 hereof (i) a letter of transmittal ("Letter of Transmittal") for delivery of such certificate(s) to Parent and (ii) instruction for use in effecting the surrender of certificate(s), in each case in form and substance mutually agreeable to GFL and Parent. Delivery shall be effected, and risk of loss and title to the Parent Common Stock shall pass, only upon delivery to the Parent (or a duly authorized agent of Parent) of certificate(s) formerly representing ownership of GFL Common Stock (or an affidavit of lost certificate and indemnification or surety bond) and a properly completed and duly executed Letter of Transmittal, as described in Section 3.2(b) hereof. Notwithstanding the foregoing, Parent shall not be required to mail, or cause to be mailed, a Letter of Transmittal to any record holder of certificate(s) formerly representing ownership of GFL Common Stock if such holder has previously agreed or consented to the exchange of certificates that are held in custody by GFL or the Principal Stockholder for the benefit of such holder.

(b) Exchange Procedures. Parent shall issue to each former record holder of GFL Common Stock, upon delivery to Parent (or a duly authorized agent of Parent) of (i) certificate(s) formerly representing ownership of GFL Common Stock, endorsed in blank or accompanied by duly executed stock powers (or an affidavit of lost certificate and indemnification in form and substance reasonably acceptable to Parent stating that, among other things, the former record holder has lost his or her certificate(s) or that such certificate(s) have been destroyed) and (ii) a properly completed and duly executed Letter of Transmittal in form and substance reasonably satisfactory to Parent, a certificate or certificates registered in the name of such former record holder representing the number of shares of Parent Common Stock that such former record holder is entitled to receive in accordance with Section 3.1 hereof together with the holder's proportionate share of the cash component of the Merger Consideration as set forth on Schedule 3.2(g) (by wire transfer to an account set forth in the Letter of Transmittal or by check). Subject to Section 3.2(d) hereof, until the certificate(s) (or affidavit) is delivered together with the Letter of Transmittal in the manner contemplated by this Section 3.2(b), each certificate (or affidavit) previously representing ownership of GFL Common Stock shall be deemed at and after the Effective Time to represent only the right to receive Parent Common Stock and the former record holders thereof shall cease to have any other rights with respect to his or her GFL Common Stock.

(c) Termination of Exchange Process. Any Parent Common Stock that remains unclaimed by a former record holder of GFL Common Stock at the first anniversary of the Effective Time may be deemed "abandoned property" subject to applicable abandoned property, escheat and other similar laws in the State in which the former record holder resides. None of GFL, Parent, Acquisition Co. or the Surviving Corporation shall be liable to any person in respect of any Parent Company Stock delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

(d) Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, shares of GFL Common Stock issued and outstanding immediately prior to the Effective Time and held by a GFL Stockholder who has not voted in favor of the Merger or consented thereto in writing and who has demanded appraisal for such shares of GFL Common Stock in accordance with the NYBCL ("Dissenting Shares") shall not be entitled to vote for any purpose or receive dividends, shall not be converted into the right to receive Parent Common Stock in accordance with Section 3.1 hereof, and shall only be entitled to receive such consideration as shall be determined pursuant to the NYBCL; provided, however, that if, after the Effective Time, such stockholder fails to perfect or withdraws or loses his or her right to appraisal or otherwise fails to establish the right to be paid the value of such stockholder's shares of GFL Common Stock under the NYBCL, such shares of GFL Common Stock shall be treated as if they had converted as of the Effective Time into the right to receive Parent Common Stock in accordance with Section 3.1 hereof, and such shares of GFL Common Stock shall no longer be Dissenting Shares. All negotiations with respect to payment for Dissenting Shares shall be handled jointly by Parent and GFL prior to the Closing and exclusively by Parent thereafter. In the event that holders of more than 20% any of the outstanding shares of GFL Common Stock are Dissenting Shares, the Parent has the sole discretion to terminate this Agreement, which shall forthwith become void and of no further force and effect and the parties hereto shall be released from any and all obligations hereunder, except those obligations to GFL incurred prior to the Effective Time, including but not limited to the payment of fees incurred by GFL for financial statement preparation and auditing as referenced in Paragraph 7.13 herein.; provided, however, that nothing herein shall relieve any party hereto from liability for the breach of any of its representations, warranties, covenants or agreements set forth in this Agreement.

(e) Stock Transfer Books. At the Effective Time, the stock transfer books of GFL will be closed and there will be no further registration of transfers of shares of GFL Common Stock thereafter on the records of GFL. If, after the Effective Time, certificates formerly representing GFL Common Stock are presented to the Surviving Corporation, these certificates shall be canceled and exchanged for the number of shares of Parent Common Stock to which the former record holder may be entitled pursuant to Section 3.1 hereof.

(f) Further Rights GFL Stock. All shares of Parent Common Stock issued upon exchange of shares of GFL Common Stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of GFL Common Stock.

(g) Stockholders of Record. Schedule 3.2(g) sets forth the name and address of each stockholder of GFL (each a "GFL Stockholder" and collectively, the "GFL Stockholders") together with the number of shares held of record by such stockholder and the overall percentage ownership of GFL each such stockholder owns now and will own (upon the exercise of any outstanding options or warrants) as of the Effective Date.

ARTICLE 4
INTENTIONALLY OMITTED

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF GFL AND THE PRINCIPAL STOCKHOLDER

GFL and the Principal Stockholder, jointly and severally, represent and warrant to Parent as follows:

5.1 Organization. GFL is a corporation duly organized and validly existing in good standing under the laws of the State of New York, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of its Business makes such qualification necessary, except as to jurisdictions where the failure to qualify would not reasonably be expected to have a Material Adverse Effect on the Business of GFL, and has all requisite corporate power and authority to own, lease and operate and to carry on its Business, as now being conducted.

5.2 Due Authorization.

(a) GFL has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of GFL, including approval of this Agreement and the Other Agreements by the board of directors of GFL.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.7, the signing, delivery and performance of this Agreement and the Other Agreements by GFL is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of GFL under (i) any provision of its certificate of incorporation, by-laws or other organizational documentation of GFL, (ii) any material agreement or instrument to which GFL is a party or by which it or its properties are bound, (iii) any authorization, judgment, order, award, writ, injunction or decree of any Governmental Authority which breach, default or conflict would have a Material Adverse Effect on the Business or GFL's ability to consummate the transactions contemplated hereby, or (iv) any applicable law, statute, ordinance, regulation or rule which breach, default or conflict would have a Material Adverse Effect on the Business or GFL's ability to consummate the transactions contemplated hereby, and, will not result in the creation or imposition of any Encumbrance on any of GFL's assets. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by GFL and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of GFL, enforceable against GFL in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5.3 Equipment. Other than as set forth on Schedule 5.3, all facilities, machinery, equipment, fixtures and other properties owned, leased or used by GFL are in operating condition, subject to ordinary wear and tear, and are adequate and sufficient for GFL's existing Business.

5.4 Title to Property and Encumbrances. GFL has good and valid title to all properties and assets used in the conduct of its business (except for property held under valid and subsisting leases which are in full force and effect and which are not in default) free of all Encumbrances except Permitted Encumbrances and such ordinary and customary imperfections of title, restrictions and encumbrances as do not in the aggregate constitute a Material Adverse Effect.

5.5 Intellectual Property. All Intellectual Property Rights are identified in the Intellectual Property License Agreement. Except as set forth on Schedule 5.5 and in the Intellectual Property License Agreement, the Licensed Intellectual Property is owned free and clear of all Encumbrances or has been duly licensed for use by GFL and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Intellectual Property Rights are not the subject of any pending adverse claim or, to GFL's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, GFL has not violated the terms of any license pursuant to which any part of the Intellectual Property Rights have been licensed by GFL. To GFL's knowledge, except as set forth on Schedule 5.5, the Intellectual Property Rights does not infringe on any intellectual property rights of any third party. To GFL's knowledge the Intellectual Property Rights licensed under the Intellectual Property License Agreement constitutes all of the intellectual property rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5 5 and in the Intellectual Property License Agreement, the Intellectual Property Rights will continue to be available for use by Parent and GFL from and after the Closing at no additional cost to Parent.

5.6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of GFL threatened, (i) arising out of or relating to any aspect of the Business, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving GFL, its shareholders, or the officers, directors or employees of GFL in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except for the GFL Stockholders, as set forth on Schedule 5.7, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for GFL to consummate the transactions contemplated hereby.

5.8 Brokers, Etc. No broker or investment banker acting on behalf of GFL or under the authority of GFL is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from GFL or Parent in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of GFL.

5.9 Absence of Undisclosed Liabilities. To GFL's knowledge, GFL has not incurred any material liabilities or obligations with respect to the Business (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement or set forth on the Most Recent Financial Statements.

5.10 Contracts.

(a) GFL is not in violation or breach of any material note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument (collectively, "Contract"), except such violations that, in the aggregate, would not result in, or would not reasonably be expected to result in, a Material Adverse Effect. There does not exist any event or condition that, after notice or lapse of time or both, would constitute an event of default or breach under any material Contract on the part of GFL or, to the knowledge of the Company, any other party thereto or would permit the modification, cancellation or termination of any material Contract or result in the creation of any lien upon, or any person acquiring any right to acquire, any assets of GFL, other than any events or conditions that, in the aggregate would not result in, or would not reasonably be expected to result in, a Material Adverse Effect. GFL has not received in writing any claim or threat that GFL has breached any of the terms and conditions of any material Contract, other than any material Contracts the breach of which, in the aggregate, would not result in, or would not reasonably be expected to result in, a Material Adverse Effect.

(b) The consent of, or the delivery of notice to or filing with, any party to a material Contract is not required for the execution and delivery by GFL of this Agreement or the consummation of the transactions contemplated under the Agreement. GFL has made available to Parent and Acquisition Corp. true and complete copies of all Contracts and other documents requested by Parent or Acquisition Co.

5.11 Tax Returns and Audits. All required federal, state and local Tax Returns of GFL have been accurately prepared and duly and timely filed, and all federal, state and local Taxes required to be paid with respect to the periods covered by such returns have been paid. GFL is not and has not been delinquent in the payment of any Tax. GFL has not had a Tax deficiency proposed or assessed against it and has not executed a waiver of any statute of limitations on the assessment or collection of any Tax. None of GFL's federal income Tax Returns nor any state or local income or franchise Tax Returns has been audited by governmental authorities. The reserves for Taxes reflected on the Balance Sheets are and will be sufficient for the payment of all unpaid Taxes payable by GFL as of the Balance Sheet Dates. Since the Balance Sheet Dates, GFL has made adequate provisions on its books of account for all Taxes with respect to its business, properties and operations for such period. GFL has withheld or collected from each payment made to each of its employees the amount of all Taxes (including, but not limited to, federal, state and local income taxes, Federal Insurance Contribution Act taxes and Federal Unemployment Tax Act taxes) required to be withheld or collected therefrom, and has paid the same to the proper Tax receiving officers or authorized depositaries. There are no federal, state, local or foreign audits, actions, suits, proceedings, investigations, claims or administrative proceedings relating to Taxes or any Tax Returns of GFL now pending, and GFL has not received any notice of any proposed audits, investigations, claims or administrative proceedings relating to Taxes or any Tax Returns. GFL is not obligated to make a payment, nor is it a party to any agreement that under certain circumstances could obligate it to make a payment, that would not be deductible under Section 280G of the Code. GFL has not agreed nor is required to make any adjustments under Section 481(a) of the Code (or any similar provision of state, local and foreign law) by reason of a change in accounting method or otherwise for any Tax period for which the applicable statute of limitations has not yet expired. GFL is not a party to, is not bound by and does not have any obligation under, any Tax sharing agreement, Tax indemnification agreement or similar contract or arrangement, whether written or unwritten (collectively, "Tax Sharing Agreements"), nor does it have any potential liability or obligation to any Person as a result of, or pursuant to, any Tax Sharing Agreements.

5.12 Capitalization. The authorized capital stock of GFL consists of 20,000,000 shares of Common Stock, of which on the date hereof 8,000,000 shares are issued and outstanding. No subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of GFL is authorized or outstanding. GFL does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of GFL. GFL does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to GFL.

5.13 Compliance with Laws. GFL is in compliance with all laws applicable to the Business, except where the failure to be in compliance would not have a Material Adverse Effect. GFL has not received any unresolved written notice of or been charged with the violation of any laws applicable to the Business except where such charge has been resolved. Except as set forth on Schedule 5.13, there are no pending or, to the knowledge of GFL, threatened actions or proceedings by any Governmental Authority, which would prohibit or materially impede the Business.

5.14 Financial Statements. GFL has provided to Parent for inclusion in the Registration Statement copies of the audited balance sheet of GFL at December 31, 2013 and December 31, 2014 and the related statements of income and cash flows for the years then ended (collectively, the "Audited Financial Statements") together with the unaudited balance sheet of GFL at September 30, 2015 and the related statements of income and cash flows for the nine months then ended (referred to as the "Most Recent Financial Statements". Except as set forth on Schedule 5.14, such Audited Financial Statements and Most Recent Financial Statements fairly present, in all material respects, the net assets of the Business at December 31, 2014 and for the nine months ended September 30, 2015 and the operating profit or loss of the Business.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, reflected in the Most Recent Financial Statements or set forth on Schedule 5.15, since December 31, 2014, (i) the Business has been conducted in all material respects in the ordinary course of business and (ii) neither GFL nor the Principal Stockholder have taken any of the following actions:

(a) sold, assigned or transferred any material portion of assets of GFL related to the Business other than (i) in the ordinary course of business or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which Parent will not be obligated following the Closing);

(d) except in the ordinary course of business, made any capital expenditures or commitments therefor with respect to the Business in an amount in excess of $100,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise), other than acquisitions that have not or will not become integrated into the Business;

(f) amended the terms of any existing Employee Plan, except for amendments required by Law;

(g) changed the Tax or accounting principles, methods or practices of the Business, except in each case to conform to changes required by Tax Law, in U.S. GAAP or applicable local generally accepted accounting principles;

(h) amended, cancelled (or received notice of future cancellation of) or terminated any Assumed Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by GFL to any Business Employee, or declared or paid, or committed to declare or pay, any bonus or other additional payment to and Business Employees, other than (A) payments for which Parent shall not be liable after Closing, (B) customary compensation increases and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Contracts or Permits as and when due (except where contested in good faith or cured by GFL) under the terms of such Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business not covered by insurance;

(l) incurred any material claims relating to the Business not covered by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, sold, assigned, transferred, pledged or otherwise placed an Encumbrance on any Purchased Asset, except in the ordinary course of business, as otherwise set forth herein or that will be released at Closing;

(n) transferred, granted, licensed, assigned, terminated or otherwise disposed of, modified, changed or cancelled any material rights or obligations with respect to any of the Transferred Intellectual Property, except in the ordinary course of business; or

(o) entered into any agreement or commitment to take any of the actions set forth in paragraphs (a) through (n) of this Section 5.15.

5.16 Employee Benefit Plans. Attached on Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of GFL (the "Employee Plans"). Each of the Employee Plans has been operated in accordance with its terms, does not discriminate (as that term is defined in the Code) and will, along with all other bonus plans, incentive or compensation arrangements provided by GFL to or for its employees, be terminated by GFL immediately prior to Closing. All payments due from GFL pursuant thereto have been paid.

5.17 Business Employees. Attached on Schedule 5.17 is a list of all employees of GFL (collectively, the "Business Employees"), their current salaries or compensation, a listing of commission arrangements, a list of commitments for future salary or compensation increases, and the last salary raise with dates and amounts. Schedule 5.17 lists all individuals with whom GFL has employment, consulting, representative, labor, non-compete or any other restrictive agreements. Except as set forth on Schedule 5.17, GFL has not entered into any severance or similar arrangement with respect of any Business Employee (or any former employee or consultant) that will result in any obligation (absolute or contingent) of Parent or GFL to make any payment to any Business Employee (or any former employee or consultant) following termination of employment.

5.18 Labor Relations. Except as set forth on Schedule 5.18, GFL has complied in all material respects with all federal, state and local laws, rules and regulations relating to the employment of labor including those related to wages, hours and the payment of withholding and unemployment Taxes. GFL has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrearage of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.19 INTENTIONALLY OMITTED

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither GFL nor the Principal Stockholder have any direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding securities of corporations listed on a national securities exchange or registered under the Securities Exchange Act of 1934, as amended) in (i) any entity which does business with GFL or is competitive with the Business, or (ii) any property, asset or right which is used by GFL in the conduct of its Business.

5.21 INTENTIONALLY OMITTED

5.22 Insurance. GFL maintains (i) insurance on the Business covering property damage by fire or other casualty which it is customary for GFL to insure, (ii) insurance protection against all liabilities, claims, and risks against which it is customary for GFL to insure, and (iii) insurance for worker's compensation and unemployment, products liability, and general public liability. All of such policies are consistent with past practices of GFL. GFL is not in default under any of such policies or binders. Such policies and binders are in full force and effect on the date hereof and shall be kept in full force and effect through the Closing Date.

5.23 Accuracy of Statements. No representation or warranty by GFL or Principal Stockholder in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to GFL or Principal Stockholder that materially adversely affects the business, financial condition or affairs of the Business, GFL or Principal Stockholder. No representation made by a Principal Stockholder to Parent during the due diligence process leading up to the execution of this Agreement on in connection with the other Target Company Transactions contained an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

5.24 Representations and Warranties of Parent . Neither GFL nor Principal Stockholder are aware of, or have discovered through due diligence, any breaches by Parent of its representations and warranties made in Article 6 of this Agreement, which they have not disclosed to Parent.

5.25 The Principal Stockholder.

(a) The Principal Stockholder has never (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such Principal Stockholder, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such Principal Stockholder's assets, (iv) admitted in writing such Principal Stockholder's inability to pay his or her debts as they become due, or (v) taken or been the subject of any action that may have an adverse effect on his ability to comply with or perform any of his covenants or obligations under any of the Other Agreements.

(b) Principal Stockholder is not subject to any Order or is bound by any agreement that may have an adverse effect on his ability to comply with or perform any of his or her covenants or obligations under any of the Other Agreements. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of Principal Stockholder to comply with or perform any of his covenants or obligations under any of the Other Agreements. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.26 Investment Purposes.

(a) Each of GFL, the Principal Stockholder and each GFL Stockholder (i) understand that the shares of Common Stock to be issued to GFL pursuant to this Agreement have not been registered for sale under any federal or state securities Laws and that such shares are being offered and sold to GFL pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agree that GFL is acquiring such shares for its own account for investment purposes only and without a view to any distribution thereof other than to the Principal Stockholder as permitted by the Securities Act, (iii) acknowledge that the representations and warranties set forth in this Section 5.30 are given with the intention that the Parent rely on them for purposes of claiming such exemption from registration, and (iv) understand that they must bear the economic risk of the investment in such shares for an indefinite period of time as such shares cannot be sold unless subsequently registered under applicable federal and state securities Laws or unless an exemption from registration is available therefrom.

(b) GFL and Principal Stockholder agree (i) that the shares of Common Stock to be issued to GFL pursuant to this Agreement will not be sold or otherwise transferred for value unless (x) a registration statement covering such shares has become effective under applicable state and federal securities laws, including, without limitation, the Securities Act, or (y) there is presented to the Parent, by its counsel, an opinion of such counsel satisfactory to the Parent that such registration is not required, (ii) that any transfer agent for the Common Stock may be instructed not to transfer any such shares unless it receives satisfactory evidence of compliance with the foregoing provisions, and (iii) that there will be endorsed upon any certificate evidencing such shares an appropriate legend calling attention to the foregoing restrictions on transferability of such shares.

(c) Not Applicable.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF PARENT AND ACQUISITION CO.

Parent and Acquisition Co. jointly and severally represent and warrant to GFL and the Principal Stockholder as follows:

6 . 1 Organization. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted. Acquisition Co. is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6 . 2 Due Authorization. Parent and Acquisition Co. each has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Parent and Acquisition Co. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Parent and Acquisition Co. and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Parent and Acquisition Co., enforceable against Parent and Acquisition Co. in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Parent or Acquisition Co. to consummate the transactions contemplated hereby.

6 . 4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Parent or Acquisition Co.; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Parent or Acquisition Co. is a party which breach or default would have a material adverse effect on the business or financial condition of Parent or Acquisition Co. or their ability to consummate the transactions contemplated hereby; or (iii) a violation by Parent or Acquisition Co. of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Parent or Acquisition Co. or its ability to consummate the transactions contemplated hereby.

6 . 5 Brokers, Etc. No broker or investment banker acting on behalf of Parent or Acquisition Co. or under the authority of Parent or Acquisition Co. is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from GFL or Parent in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Parent. All underwriting discounts and fees incident to the IPO will be paid by Parent.

6.6 Accuracy of Statements. No representation or warranty by Parent or Acquisition Co. in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Parent that materially adversely affects the business, financial condition or affairs of the Parent or Acquisition Co.

6.7 Representations and Warranties of GFL and the Principal Stockholder. Parent is not aware of, nor has discovered through due diligence, any breaches by GFL or Principal Stockholder of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to GFL and the Principal Stockholder.

6.8 Capitalization. The authorized capital stock of the Parent consists of (i) 45,000,000 shares of Common Stock, of which on the date hereof and as of the Closing Date 5,289,136 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share, of which on the date hereof and on the Closing Date no shares are or will be issued and outstanding. Other than shares of Common Stock sold in the IPO or issued in connection with the Target Company Transactions, and set forth in the Registration Statement no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of Parent is authorized or outstanding. Neither Parent nor Acquisition Co. has any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of Parent. Parent does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to Parent. At the Closing, the shares of Common Stock to be issued to GFL as part of the Merger Consideration will be duly authorized, validly issued, fully paid and non-assessable. At the Effective Time Acquisition Co. will be a wholly owned subsidiary of Parent.

ARTICLE 7
COVENANTS AND CONDUCT OF GFL
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

GFL and the Principal Stockholder, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, that GFL shall:

7.1 Compensation. Except in the ordinary course of business or as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by GFL, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

7.2 Encumbrance of Assets. Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the assets of GFL, exclusive of liens arising as a matter of law in the ordinary course of business as to which there is no known default;

7.3 Incur Liabilities. Not take any action which would cause GFL to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business or which will be paid or otherwise satisfied at Closing;

7.4 Disposition of Assets. Not sell or transfer any tangible or intangible assets of GFL or cancel any debts or claims, except in each case in the ordinary course of business;

7.5 Executory Agreements. Except for modifications in connection with extensions of existing agreements in the ordinary course of business, not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the executory agreements of GFL including, without limitation, any agreements related to the Fighter Library, agreements with customers, vendors, consultants or suppliers, or televisions or media partners, except as otherwise approved by Parent in writing, which consent will not be unreasonably withheld or delayed;

7.6 Material Transactions. Not enter into any transaction material in nature or amount without the prior written consent of Parent, except for transactions in the ordinary course of business;

7.7 Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements;

7.8 Preservation of Business. Use its best efforts to preserve the Business, keep in faithful service the present officers and key employees of GFL (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with GFL;

7.9 Investigation. Allow, during normal business hours, Parent's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to GFL in the possession of GFL, its officers, directors, employees, auditors or counsel, in order that Parent may have full opportunity to make such investigation as it may desire of the properties and Business of GFL;

7.10 Compliance with Laws. Comply in all material respects with all Laws applicable to GFL or to the conduct of its Business;

7.11 Notification of Material Changes. Provide Parent's representatives with prompt written notice of any material and adverse change in the condition (financial or other) of GFL's assets, liabilities, earnings, prospects or business which has not been disclosed to Parent in this Agreement; and

7.12 Cooperation. Cooperate fully, completely and promptly with Parent in connection with (i) securing any approval, consent, authorization or clearance required hereunder, or (ii) satisfying any condition precedent to the Closing without additional cost and expense to GFL unless such action is otherwise the obligation of GFL.

7.13 Accounting Matters and Registration Statement. Cooperate fully, completely and promptly with Parent, its counsel, and all auditors in connection with the Registration Statement, including using best efforts to provide Parent at GFL's expense, as herein limited, with all GFL financial statements required by Regulation S-X promulgated under the Securities Act for inclusion in the Registration Statement. GFL sole financial obligation to provide the financial information, including but not limited to any and all audited and unaudited financial statements required for the IPO and this Agreement is limited to $20,000. All fees, costs and expense to provide the required financial information and audited and unaudited financial statements in excess of $20,000 shall be borne directly by Parent, whereby, Parent shall notify the parties engaged to provide the information and financial statements to bill Parent directly. All costs and expenses for preparation and auditing of the financials for the year ended 2015 and thereafter shall be incurred directly by the Parent.

Nothing in this Agreement shall prohibit GFL from paying dividends and other distributions to the Principal Stockholder or any other GFL Stockholder.

ARTICLE 8
CONDITIONS TO CLOSING

8.1 Conditions to Obligations of GFL. The obligations of GFL to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by GFL):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Parent and Acquisition Co. hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Parent and Acquisition Co. in all material respects.

(b) Representations and Warranties True. The representations and warranties of Parent and Acquisition Co. contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Parent and Acquisition Co. contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to GFL of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to GFL on the Closing Date a certificate, in form of Exhibit F attached hereto, executed by the Chief Executive Officer of Parent to that effect (the "Parent Officer's Certificate").

(c) Payment of Merger Consideration. Parent shall have delivered the Merger Consideration as provided in Section 3.2(b).

(d) No Action or Proceeding . No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the Merger contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(e) Other Agreements. Parent and Acquisition Co. shall have delivered to GFL, and the Principle Stockholder, duly executed copies of each of the Other Agreements.

(f) Required Consents. GFL shall have obtained all consents of or provided notification to any third parties required by the terms of any Contract or applicable law for GFL to consummate the transactions contemplated by this Agreement. The Parent shall provide a written confirmation from its accounting firm that Merger shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended by reason of Section 368(a)(2)(E) of the Code

8.2 Conditions to Obligations of Parent. The obligations of Parent and Acquisition Co. to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Parent):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by GFL and the Principal Stockholder hereunder on or prior to the Closing Date shall have been duly performed and satisfied by GFL and the Principal Stockholder in all material respects.

(b) Representations and Warranties True . The representations and warranties of GFL and the Principal Stockholder contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of GFL and the Principal Stockholder contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the transactions contemplated hereby or the Business taken as a whole, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by GFL on the Closing Date a certificate, in form of Exhibit G attached hereto, executed by the Chief Executive Officer of GFL to that effect (the "GFL Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the Merger or the other transactions contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Other Agreements. GFL and the Principal Stockholder shall have delivered to Parent a duly executed copy of each of the Other Agreements to which it is a party.

(f) Non-Competition and Non-Solicitation Agreements. The Principal Stockholder shall have entered into a Non-Competition and Non-Solicitation Agreement with the Parent in substantially the form attached hereto as Exhibit D.

(g) Required Consents. GFL shall have obtained all consents of or provided notification to any third parties required by the terms of any Contract or applicable law for GFL to consummate the transactions contemplated by this Agreement.

(h) IPO. Parent shall have completed the IPO.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9 . 1 Availability of Records. After the Closing, Parent, shall make available to the Principal Stockholder as reasonably requested by Principal Stockholder, his agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Business for all periods prior to Closing and shall preserve all such information, records and documents until the later of: (a) six (6) years after the Closing; (b) the expiration of all statutes of limitations for Taxes for periods prior to the Closing, or extensions thereof applicable to the Principal Stockholder and the other GFL Stockholders for Tax information, records or documents; or (c) the required retention period for all government contract information, records or documents. Prior to destroying any records related to the Business for the period prior to the Closing, Parent shall notify the Principal Stockholder ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Parent will permit the Principal Stockholder to retain any such records.

9.2 Tax Matters. After the Closing Date, Parent and the Principal Stockholder shall cooperate in the filing of any Tax returns or other Tax-related forms or reports, to the extent any such filing requires providing each other with necessary relevant records and documents relating to the transactions contemplated hereby. GFL and Parent shall cooperate in the same manner in defending or resolving any Tax audit, examination or Tax-related litigation.

9.3 GFL Stockholders' Agent.

(a) Appointment of the Principal Stockholder as GFL Stockholders' Agent . The Principal Stockholder shall serve as GFL Stockholders' agent and is hereby appointed, authorized and empowered to be the exclusive proxy, representative, agent and attorney-in-fact of GFL Stockholders, with full power of substitution, to make all decisions and determinations and to act and execute, deliver and receive all documents, instruments and consents on behalf of and as agent for such stockholder at any time in connection with, and that may be necessary or appropriate to accomplish the intent and implement the provisions of this Agreement, including, without limitation, Article 10 of this Agreement, and to facilitate the consummation of the transactions contemplated thereby. By executing this Agreement, the Principal Stockholder accepts such appointment, authority and power. Without limiting the generality of the foregoing, the Principal Stockholder will have the power to take any of the following actions on behalf of GFL Stockholders: to negotiate, enter into settlements and compromises of, resolve and comply with orders of courts and awards of arbitrators or other third-party intermediaries with respect to any disputes arising under this Agreement; and to make, execute, acknowledge and deliver all such other agreements, guarantees, orders, receipts, endorsements, notices, requests, instructions, certificates, stock powers, letters and other writings, and, in general, to do any and all things and to take any and all action that the Principal Stockholder, in his sole and absolute discretion, may consider necessary or proper or convenient in connection with or to carry out the activities described in this Section 9.3 and the transactions contemplated hereby.

(b) Authority. The appointment of the Principal Stockholder as GFL Stockholders' agent by each GFL Stockholder is coupled with an interest and may not be revoked in whole or in part (including, without limitation, upon the death or incapacity of any stockholder). Such appointment will be binding upon the heirs, executors, administrators, estates, personal representatives, officers, directors, security holders, successors and assigns of each GFL Stockholder. All decisions of the Principal Stockholder will be final and binding on all of GFL Stockholders, and no stockholder will have the right to object, dissent, protest or otherwise contest the same. Parent will be entitled to rely upon, without independent investigation, any act, notice, instruction or communication from GFL Stockholders' Agent and any document executed by GFL Stockholders' Agent on behalf of any stockholder and will be fully protected in connection with any action or inaction taken or omitted to be taken in reliance thereon absent willful misconduct. GFL Stockholders' Agent will not be responsible for any loss suffered by, or liability of any kind to, the stockholders arising out of any act done or omitted by GFL Stockholders' Agent in connection with the acceptance or administration of GFL Stockholders' Agent's duties hereunder, unless such act or omission involves gross negligence or willful misconduct.

(c) Resignation, Death or Incapacity of Principal Stockholder. The Principal Stockholder may resign as GFL Stockholder's agent by providing thirty (30) days prior written notice to Parent. Upon the resignation of the Principal Stockholder, the Principal Stockholder will appoint a replacement GFL Stockholders' agent (who will be reasonably acceptable to Parent) to serve in accordance with the terms of this Agreement; provided, however, that such appointment will be subject to such newly-appointed GFL Stockholders' agent's notifying Parent in writing of its appointment and appropriate contact information for purposes of this Agreement, and Parent will be entitled to rely upon, without independent investigation, the identity of such newly-appointed GFL Stockholders' agent as set forth in such written notice. Upon the death or incapacity of the Principal Stockholder, GFL Stockholders holding at least a majority of the Parent Common Stock payable as consideration to GFL Stockholders will elect a replacement GFL Stockholders' agent (who will be reasonably acceptable to Parent).

9.4 Stockholder Consent.

(a) GFL, acting through its Board of Directors, shall, in accordance with the NYBCL and its Certificate of Incorporation and By-laws, take all actions reasonably necessary to establish a record date for, duly call, give notice of, convene, and hold a stockholders meeting for the purpose of obtaining the requisite approval and adoption of this Agreement and the transactions contemplated hereby by the GFL Stockholders. GFL shall notify each GFL Stockholder, whether or not entitled to vote, of the proposed GFL Stockholders' meeting. Such meeting notice shall state that the purpose, or one of the purposes, of the meeting is to consider the Merger and shall contain or be accompanied by a copy or summary of this Agreement. Notwithstanding the foregoing, the Board of Directors of GFL shall not be required to take all actions reasonably necessary to establish a record date for, duly call, give notice of, convene and hold a GFL Stockholders meeting for the purpose of obtaining the requisite approval and adoption of this Agreement and the transactions contemplated hereby by the GFL Stockholders if GFL's Board of Directors and the requisite GFL Stockholders otherwise take all actions reasonably necessary to approve this Agreement and the transactions contemplated hereby by written consent in lieu of a meeting of the GFL Stockholders to the extent permitted by the NYBCL and applicable law. If a written consent of the GFL Stockholders is obtained, at least 80% of the GFL Stockholders must approve this Agreement and the transactions contemplated thereby.

(b) The Board of Directors of GFL shall unanimously recommend such approval and shall use all reasonable efforts to solicit and obtain such approval; provided, however, that the Board of Directors of GFL may at any time prior to approval of the GFL Stockholders (i) decline to make, withdraw, modify or change any recommendation or declaration regarding this Agreement or the Merger or (ii) recommend and declare advisable any other offer or proposal, to the extent the Board of Directors of GFL determines in good faith, based upon advice of legal counsel, that withdrawing, modifying, changing or declining to make its recommendation regarding this Agreement or the Merger or recommending and declaring advisable any other offer or proposal is necessary to comply with its fiduciary duties under applicable law (which declinations, withdrawal, modification or change shall not constitute a breach by GFL of this Agreement). GFL shall provide written notice to Parent promptly upon GFL taking any action referred to in the foregoing proviso.

(c) Pursuant to the NYBCL, at any time before the certificate of merger is filed with the Secretary of State of the State of New York, including any time after the Merger is authorized by the GFL Stockholders, the Merger may be abandoned and this Agreement may be terminated in accordance with the terms hereof, without further action by the GFL Stockholders.

9.5 Appointment of Director. The Principal Stockholder shall have the right to nominate one (1) director to the Board of Directors of Parent who shall serve until his or her resignation or until his or her successor is duly elected at the annual meeting of Parent's stockholders following the first (1st) anniversary of the Closing Date. The nominated director shall be entitled to any and all compensation provided to other directors of Parent and said director shall be covered by an Officers and Directors Insurance policy.

9.6 Transfer of Parent's shares owned by GFL Stockholders. Upon receipt by Parent from a GFL Stockholder of a request for the transfer of shares of Parent's Common Stock in accordance with the Securities Act and/or the Securities Exchange Act of 1934, Parent shall forward said request to its securities counsel without delay and request that counsel for Parent review the request within 30 days and to the extent the request meets the securities laws, that said counsel issue an opinion of counsel as reference in Paragraph 5.26(b) herein at no cost to the GFL stockholder enabling the transfer. No valid sale or transfer request shall be unreasonably withheld or delayed.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by the GFL Stockholders. The GFL Stockholders hereby jointly and severally agree to indemnify, defend and hold Parent harmless from and against any Losses (defined below) in respect of the following:

(b) Losses resulting from the breach of any representations, warranties, covenants or agreements made by GFL, the Principal Stockholder or any GFL Stockholder in this Agreement or in any of the Other Agreements.

10.2 Indemnification by Parent. Parent hereby agrees to indemnify, defend and hold the GFL Stockholders harmless from and against any Losses in respect of the following:

(a) Losses resulting from any breach of any representations, warranties, covenants or agreements made by Parent or the Acquisition Co. in this Agreement or in any of the Other Agreements.

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually and materially prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Indemnifying Party of such response, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17.

10.5 Losses.

(a) For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages only brought by third parties. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

(b) Any liability for indemnification under this Agreement shall be determined without duplication of recovery due to the facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) The Indemnified Person agrees to use all reasonable efforts to obtain recovery from any and all third parties who are obligated respecting a Loss (e.g. parties to indemnification agreements, insurance companies, etc.) ("Collateral Sources") respecting any Claim pursuant to which the Indemnified Person is entitled to indemnification hereunder. If the amount to be netted hereunder from any payment from a Collateral Source is determined after payment of any amount otherwise required to be paid to an Indemnified Person under this Article 10, the Indemnified Person shall repay to the Indemnifying Person, promptly after such receipt from Collateral Source, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 10 had such receipt from the Collateral Source occurred at the time of such payment.

(d) Each Indemnified Person shall (and shall cause its Affiliates to) use commercially reasonable efforts to mitigate any claim for Losses that an Indemnified Person asserts under this Article 10.

(e) The amount of any and all Losses (and other indemnification payments) under this Agreement shall be decreased by (A) any Tax benefits in excess of Tax detriments actually realized by the applicable Indemnified Person related to the Loss, including deductibility of any such Losses (or other items giving rise to such indemnification payment), and (B) the amount of any insurance proceeds or other amounts recoverable from Collateral Sources (netted against deductibles and other costs associated with making or pursuing any such claims, as applicable), received or to be received by the applicable Indemnified Person with respect to such Losses under any insurance policy maintained by the Indemnified Person or any other Person or from any other Collateral Source. The Indemnified Person will assign to the Indemnifying Person any rights or contribution or subrogation the Indemnified Person may have against or respecting any Collateral Source or other Persons related to such Loss which is indemnified by the Indemnifying Person hereunder.

10.6 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Neither the GFL Stockholders nor Parent shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $100,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $100,000.00; and (ii) no GFL Stockholder shall be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the value of the Merger Consideration received by such GFL Stockholder.

10.7 Exclusive Remedies. Each of Parent, GFL and the GFL Stockholders acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

10.8 Tax Indemnification. The parties hereto intend that the Merger will be treated as a tax-free reorganization under Section 368 of the Code, and shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended by reason of Section 368(a)(2)(E) of the Code. The limitations specified Paragraph 10.6 do not apply to this indemnification provision, whereby in the event there is any claim by a taxing authority that the Merger is not a tax free transaction the Parent's obligation to indemnify the GFL Stockholders shall be immediate. The Parent shall indemnify each of the GFL Stockholders, individually and severally, for any and all liability, costs and fees in defending the tax-free nature of the Merger, as well as any and all taxes and penalties assessed in the event a taxing authority determines that the Merger is not a tax-free exchange.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Parent and GFL;

(b) by Parent, if it is not then in material breach of its obligations under this Agreement and if (A) any of GFL's or the Principal Stockholder's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of GFL's or the Principal Stockholder's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Parent shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by GFL unless GFL fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Parent of such inaccuracy or breach; or

(c) by GFL, if it is not then in material breach of its obligations under this Agreement and if (A) any of Parent's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Parent's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that GFL shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Parent unless Parent fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from GFL of such inaccuracy or breach.

(d) by Parent or GFL if the Closing has not occurred on or prior to June 30, 2016, as such date may be extended by mutual agreement of Parent and GFL, upon written notice by Parent to GFL or GFL to Parent.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Parent or GFL, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate without further action by Parent or GFL. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Parent or GFL; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 7.13, 12.2, 12.3, 12.4, 12.7, 12.9, 12.13, and 12.15 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Parent, GFL or the Principal Stockholder of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Intentionally Omitted.

12.3 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Parent and its representatives in conducting due diligence respecting GFL and the Business, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by GFL to Parent shall become the Confidential Information of Parent, subject to the restrictions on use and disclosure by GFL imposed under this Section 12.3. Neither GFL, the Principal Stockholder, nor Parent shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Parent may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.3; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax returns.

12.4 Expenses. Except as otherwise specifically stated herein, each party shall bear its own expenses with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, and subject to the obligations of GFL to deliver to Parent the financial statements required by Section 7.13, all legal, accounting and regulatory fees and expenses incident to the IPO, including preparation and filing of the Registration Statement will be borne by Parent. Parent will also cover the reasonable and customary legal fees of one securities counsel designated by the majority the Target Companies being acquired on the Closing Date.

12.5 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.6 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.8 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.9 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.10 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.11 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.12 Further Documents. Each of Parent, GFL and the Principal Stockholder shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.13 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Parent, to:

Alliance MMA, Inc.
c/o Ivy Equity Investors, LLC
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Joseph Gamberale
Phone: (212) 521-4268
Fax: (212) 521-4099

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to GFL or the Principal Stockholder, to:

Go Fight Net, Inc.
d/b/a Go Fight Live
4 Abigails Path
East Hampton NY 11937
Attention: Mr. David Klarman, CEO
Phone: (516) 908-4800
Email: dklarman@gfl.tv

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.14 Schedules. Parent and GFL agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. GFL or Parent may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if GFL or Parent had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.14 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.17 Submission to Jurisdiction. Each of Parent, GFL and Principal Stockholder (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.13. Nothing in this Section 12.17, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.18 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Merger Agreement Follows*]

[*Signature Page to Merger Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GFL:

GO FIGHT NET, INC.

By: /s/ David Klarman
Name: David Klarman
Title: CEO

PRINCIPAL STOCKHOLDER:

/s/ David Klarman
David Klarman

PARENT:

ALLIANCE MMA, INC.

By: /s/Joseph Gamberale
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Articles of Incorporation of Acquisition Co.
Exhibit B:	By-laws of Acquisition Co.
Exhibit C:	Executive Employment Agreement
Exhibit D:	Form of Non-Competition and Non-Solicitation Agreement
Exhibit E:	Form of Intellectual Property License Agreement
Exhibit F:	Form of Parent Officer's Certificate
Exhibit G:	Form of GFL Officer's Certificate

Schedules

Schedule 3.2(d)	GFL Stockholders of Record
Schedule 5.3	Equipment
Schedule 5.4	Title
Schedule 5.5	Intellectual Property
Schedule 5.6	Litigation
Schedule 5.7	Required Consents
Schedule 5.10	Contract Exceptions
Schedule 5.13	Compliance with Laws
Schedule 5.14	Financial Statements
Schedule 5.15	Certain Changes
Schedule 5.16	Employee Plans
Schedule 5.17	Business Employees
Schedule 5.18	Labor Relations
Schedule 5.20	Conflicts
Schedule 6.3	Parent Consents
Schedule 7.1	Compensation Covenant

Schedule 3.2(g)
GFL Stockholders of Record

Name	Address	Number of Shares Held	Number of Shares at Effective Time	Percentage Ownership
David Klarman	4 Abigails Path, East Hampton NY 11937	2,400,000	2,400,000	30
Volterra Partners LLC	4 Abigails Path, East Hampton NY 11937		3,775,000	47.2
Keith Evans		720,000	720,000	9
Mark Chmielinski	921 Pleasant Valley Ave, Mount Laurel NJ 08054	720,000	720,000	9
Dan Broe		360,000	360,000	4.5
Marc Abrams		25,000	25,000	<1.0

Schedule 5.3
Equipment

See Attached Equipment List

Schedule 5.4
Title

SEE TITLE TO GFL TRUCK

Schedule 5.5
Intellectual Property

SEE INTELLECTUAL PROPERTY AGREEMENT

Schedule 5.6
Litigation

NONE

Schedule 5.7
Required Consents

NONE

Schedule 5.10
Contract Exceptions

NONE

Schedule 5.13
Compliance with Laws

NONE

Schedule 5.14
Financial Statements

PROVIDE BY AUDITORS

Schedule 5.15
Certain Changes

NONE

Schedule 5.16
Employee Plans

Simple K 401(k) employee plan at Oppenheimer & Co.

Schedule 5.17
Business Employees

David Klarman

Schedule 5.18
Labor Relations

NONE

Schedule 5.20
Conflicts

None

Schedule 5.21
Fighter Library

Provided Separately

Schedule 6.3
Parent Consents

None

Schedule 7.1
Compensation Covenant

GFL provides some staff with a per pay per view buy incentive in order to generate additional sales. This incentive is limited to $1 to $2 per pay per view buy. This program can be discontinued anytime.

Exhibit A

CERTIFICATE OF INCORPORATION OF GFL ACQUISITION CO., INC.

[*Attached Hereto*]

BYLAWS
OF
GFL ACQUISITION CO., INC.

ARTICLE I
CORPORATE OFFICES

1.1 Registered Office. The registered office of the corporation shall be in the City of New York, County of New York, State of New York. The name of the registered agent of the corporation at such location is Mazzeo Song, LP with a business address located at 444 Madison Avenue, 4th Floor New York, NY 10022.

1.2 Other Offices. The Board of Directors may at any time establish other offices at any place or places where the corporation is qualified to do business.

ARTICLE II
MEETINGS OF STOCKHOLDERS

2.1 Place Of Meetings. Meetings of stockholders shall be held at any place, within or outside the State of New York, designated by the Board of Directors. In the absence, of any such designation, stockholders' meetings shall be held at the registered office of the corporation.

2.2 Annual Meeting. The annual meeting of stockholders shall be held on such date, time and place, either within or without the State of New York, as may be designated by resolution of the Board of Directors each year. At the meeting, directors shall be elected and any other proper business may be transacted.

2.3 Special Meeting. A special meeting of the stockholders may be called at any time by the Board of Directors, the chairman of the board, the president or by one or more stockholders holding shares in the aggregate entitled to cast not less than ten percent of the votes at that meeting. If a special meeting is called by any person or persons other than the Board of Directors, the president or the chairman of the board, the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the chairman of the board, the president, any vice president, or the secretary of the corporation. No business may be transacted at such special meeting otherwise than specified in such notice. The officer receiving the request shall cause notice to be promptly given to the stockholders entitled to vote, in accordance with the provisions of Sections 2.4 and 2.5 of this Article II, that a meeting will be held at the time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after the receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 2.3 shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board of Directors may be held.

2.4 Notice Of Stockholders' Meetings. All notices of meetings with stockholders shall be in writing and shall be sent or otherwise given in accordance with Section 2.5 of these Bylaws not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. The notice shall specify the place (if any), date and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called.

2.5 Manner Of Giving Notice; Affidavit Of Notice. Written notice of any meeting of stockholders, if mailed, is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic mail or other electronic transmission, in the manner provided in Section 605 of the New York Business Corporation Law. An affidavit of the secretary or an assistant secretary or of the transfer agent of the corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

2.6 Quorum. The holders of a majority of the shares of stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum is not present or represented at any meeting of the stockholders, then either (a) the chairman of the meeting or (b) holders of a majority of the shares of stock entitled to vote who are present, in person or by proxy, shall have power to adjourn the meeting to another place (if any), date or time.

2.7 Adjourned Meeting; Notice. When a meeting is adjourned to another place (if any), date or time, unless these Bylaws otherwise require, notice need not be given of the adjourned meeting if the time and place (if any), thereof and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present and vote at such adjourned meeting, are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the place (if any), date and time of the adjourned meeting and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

2.8 Organization; Conduct of Business.

(a) Such person as the Board of Directors may have designated or, in the absence of such a person, the Chief Executive Officer of the Corporation or, in his or her absence, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as Chairman of the meeting. In the absence of the Secretary of the Corporation, the Secretary of the meeting shall be such person as the Chairman of the meeting appoints.

(b) The Chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including the manner of voting and the conduct of business. The date and time of opening and closing of the polls for, each matter upon which the stockholders will vote at the meeting shall be announced at the meeting.

2.9 Voting. The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of Section 2.12 of these Bylaws, subject to the provisions of Sections 620 and 621 of the New York Business Corporation Law (relating to voting rights of fiduciaries, pledgors and joint owners of stock and to voting trusts and other voting agreements). Except as may be otherwise provided in the certificate, of incorporation, each stockholder shall be entitled to one vote for each share of capital stock held by such stockholder. All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast affirmatively or negatively.

2.10 Waiver Of Notice. Whenever notice is required to be given under any provision of the New York Business Corporation Law or of the Articles of Incorporation or these Bylaws, a written waiver thereof, signed by the person entitled to notice, or waiver by electronic mail or other electronic transmission by such person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice, or any waiver of notice by electronic transmission, unless so required by the Articles of Incorporation or these Bylaws.

2.11 Stockholder Action By Written Consent Without A Meeting . Unless otherwise provided in the Articles of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action that may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, is (i) signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and (ii) delivered to the Corporation in accordance with Section 615 of the New York Business Corporation Law. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the date the earliest dated consent is delivered to the Corporation, a written consent or consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner prescribed in this Section. A telegram, cablegram, electronic mail or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for purposes of this Section to the extent permitted by law. Any such consent shall be delivered in accordance with Section 615 of the New York Business Corporation Law. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing (including by electronic mail or other electronic transmission as permitted by law). If the action which is consented to is such as would have required the filing of a certificate under any section of the New York Business Corporation Law if such action had been voted on by stockholders at a meeting thereof, then the certificate filed under such section shall state, in lieu of any statement required by such section concerning any vote of stockholders, that written notice and written consent have been given as provided in Section 615 of the New York Business Corporation Law.

2.12 **Record Date For Stockholder Notice; Voting; Giving Consents** . In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action. If the Board of Directors does not so fix a record date:

(a) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) The record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent (including consent by electronic mail or other electronic transmission as permitted by law) is delivered to the corporation.

(c) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, if such adjournment is for thirty (30) days or less; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

2.13 Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by an instrument in writing or by an electronic transmission permitted by law filed with the secretary of the corporation, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be deemed signed if the stockholder's name is placed on the proxy (whether by manual signature, typewriting, facsimile, electronic or telegraphic transmission or otherwise) by the stockholder or the stockholder's attorney-in-fact. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 609 of the New York Business Corporation Law.

ARTICLE III
DIRECTORS

3.1 Powers. Subject to the provisions of the New York Business Corporation Law and any limitations in the Articles of Incorporation or these Bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

3.2 Number Of Directors. Upon the adoption of these bylaws, the number of directors constituting the entire Board of Directors shall be no greater than three (3) and shall initially be one (1). Thereafter, this number may be changed by a resolution of the Board of Directors or of the stockholders, subject to Section 3.4 of these Bylaws. No reduction of the authorized number of directors shall have the effect of removing any director before such director's term of office expires.

3.3 Election, Qualification And Term Of Office Of Directors . Except as provided in Section 3.4 of these Bylaws, and unless otherwise provided in the Articles of Incorporation, directors shall be elected at each annual meeting of stockholders to hold office until the next annual meeting. Directors need not be stockholders unless so required by the Articles of Incorporation or these Bylaws, wherein other qualifications for directors may be prescribed. Each director, including a director elected to fill a vacancy, shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Unless otherwise specified in the Articles of Incorporation, elections of directors need not be by written ballot.

3 . 4 Resignation And Vacancies . Any director may resign at any time upon written notice to the attention of the Secretary of the corporation. When one or more directors so resigns and the resignation is effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies. Unless otherwise provided in the Articles of Incorporation or these Bylaws:

(a) Vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

(b) Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the Articles of Incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected. If at any time, by reason of death or resignation or other cause, the corporation should have no directors in office, then any officer or any stockholder or an executor, administrator, trustee or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of a stockholder, may call a special meeting of stockholders in accordance with the provisions of the Articles of Incorporation or these Bylaws.

3.5 Place Of Meetings; Meetings By Telephone . The Board of Directors of the corporation may hold meetings, both regular and special, either within or outside the State of New York. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.6 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

3.7 Special Meetings; Notice. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the chairman of the board, the president, any vice president, the secretary or any two directors. Notice of the time and place of special meetings shall be delivered personally or by telephone to each director or sent by first-class mail, facsimile, electronic transmission, or telegram, charges prepaid, addressed to each director at that director's address as it is shown on the records of the corporation. If the notice is mailed, it shall be deposited in the United States mail at least seven days before the time of the holding of the meeting. If the notice is delivered personally or by facsimile, electronic transmission, telephone or telegram, it shall be delivered at least 48 hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting. The notice need not specify the place of the meeting, if the meeting is to be held at the principal executive office of the corporation. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

3.8 Quorum. At all meetings of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. If a quorum is not present at any meeting of the Board of Directors, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

3.9 Waiver Of Notice. Whenever notice is required to be given under any provision of the New York Business Corporation Law or of the Articles of Incorporation or these Bylaws, a written waiver thereof, signed by the person entitled to notice, or waiver by electronic mail or other electronic transmission by such person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the directors, or members of a committee of directors, need be specified in any written waiver of notice unless so required by the Articles of Incorporation or these Bylaws.

3.10 Board Action By Written Consent Without A Meeting . Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

3.11 Fees And Compensation Of Directors . Unless otherwise restricted by the Articles of Incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors. No such compensation shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

3.12 Approval Of Loans To Officers. The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in this section shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

3.13 Removal Of Directors. Unless otherwise restricted by statute, by the Articles of Incorporation or by these Bylaws, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if the stockholders of the corporation are entitled to cumulative voting, if less than the entire Board of Directors is to be removed, no director may be removed without cause if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board of Directors. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

3.14 Chairman Of The Board Of Directors. The corporation may also have, at the discretion of the Board of Directors, a chairman of the Board of Directors who shall not be considered an officer of the corporation.

ARTICLE IV
COMMITTEES

4.1 Committees Of Directors. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, or in these Bylaws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the General Corporate Law of New York to be submitted to stockholders for approval or (ii) adopting, amending or repealing any Bylaw of the corporation.

4.2 Committee Minutes. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

4.3 Meetings And Action Of Committees . Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of Section 3.5 (place of meetings and meetings by telephone), Section 3.6 (regular meetings), Section 3.7 (special meetings and notice), Section 3.8 (quorum), Section 3.9 (waiver of notice), and Section 3.10 (action without a meeting) of these Bylaws, with such changes in the context of such provisions as are necessary to substitute the committee and its members for the Board of Directors and its members; provided, however, that the time of regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee, that special meetings of committees may also be called by resolution of the Board of Directors and that notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

ARTICLE V
OFFICERS

5.1 Officers. The officers of the corporation shall be a chief executive officer, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the Board of Directors, a president, a chief operating officer, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and any such other officers as may be appointed in accordance with the provisions of Section 5.3 of these Bylaws. Any number of offices may be held by the same person.

5.2 Appointment Of Officers. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 5.3 or 5.5 of these Bylaws, shall be appointed by the Board of Directors, subject to the rights, if any, of an officer under any contract of employment.

5.3 Subordinate Officers. The Board of Directors may appoint, or empower the chief executive officer or the president to appoint, such other officers and agents as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may from time to time determine.

5.4 Removal And Resignation Of Officers. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the Board of Directors at any regular or special meeting of the board or, except in the case of an officer chosen by the Board of Directors, by any officer upon whom the power of removal is conferred by the Board of Directors. Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

5.5 Vacancies In Offices. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

5.6 Chief Executive Officer. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the chairman of the board, if any, the chief executive officer of the corporation (if such an officer is appointed) shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and the officers of the corporation. He or she shall preside at all meetings of the stockholders and, in the absence or nonexistence of a chairman of the board, at all meetings of the Board of Directors and shall have the general powers and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.7 President. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the chairman of the board (if any) or the chief executive officer, the president shall have general supervision, direction, and control of the business and other officers of the corporation. He or she stall have the general powers and duties of management usually vested in the office of president of a corporation and such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.8 Vice Presidents. In the absence or disability of the chief executive officer and president, the vice presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, a vice president designated by the Board of Directors, shall perform all the duties of the president and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors, these Bylaws, the president or the chairman of the board.

5.9 Secretary. The secretary shall keep or cause to be kept, at the principal executive office of the corporation or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of directors, committees of directors, and stockholders. The minutes shall show the time and place of each meeting, the names of those present at directors' meetings or committee meetings, the number of shares present or represented at stockholders' meetings, and the proceedings thereof. The secretary shall keep, or cause to be kept, at the principal executive office of the corporation or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates evidencing such shares, and the number and date of cancellation of every certificate surrendered for cancellation. The secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors required to be given by law or by these Bylaws. He or she shall keep the seal of the corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these Bylaws.

5.10 Chief Financial Officer. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any director. The chief financial officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the president, the chief executive officer, or the directors, upon request, an account of all his or her transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the bylaws.

5.11 Representation of Shares of Other Corporations. The chairman of the board, the chief executive officer, the president, any vice president, the chief financial officer, the secretary or assistant secretary of this corporation, or any other person authorized by the Board of Directors or the chief executive officer or the president or a vice president, is authorized to vote, represent, and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by the person having such authority.

5.12 Authority And Duties Of Officers. In addition to the foregoing authority and duties, all officers of the corporation shall respectively have such authority and perform such duties in the management of the business of the corporation as may be designated from time to time by the Board of Directors or the stockholders.

ARTICLE VI
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

6.1 Indemnification Of Directors And Officers. The corporation shall, to the maximum extent and in the manner permitted by the New York Business Corporation Law, indemnify each of its directors and officers against expenses {including attorneys' fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding, arising by reason of the fact that such person is or was an agent of the corporation. For purposes of this Section 6.1, a "director" or "officer" of the corporation includes any person (a) who is or was a director or officer of the corporation, (b) who is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, or (c) who was a director or officer of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

6.2 Indemnification Of Others. The corporation shall have the power, to the maximum extent and in the manner permitted by the New York Business Corporation Law, to indemnify each of its employees and agents (other than directors and officers) against expenses (including attorneys' fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding, arising by reason of the fact that such person is or was an agent of the corporation. For purposes of this Section 6.2, an "employee" or "agent" of the corporation (other than a director or officer) includes any person (a) who is or was an employee or agent of the corporation, (b) who is or was serving at the request of the corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or (c) who was an employee or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

6.3 Payment Of Expenses In Advance. Expenses incurred in defending any action or proceeding for which indemnification is required pursuant to Section 6.1 or for which indemnification is permitted pursuant to Section 6.2 following authorization thereof by the Board of Directors shall be paid by the corporation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that the indemnified party is not entitled to be indemnified as authorized in this Article VI.

6.4 Indemnity Not Exclusive. The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, to the extent that such additional rights to indemnification are authorized in the Articles of Incorporation.

6.5 Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of the New York Business Corporation Law.

6.6 Conflicts. No indemnification or advance shall be made under this Article VI, except where such indemnification or advance is mandated by law or the order, judgment or decree of any court of competent jurisdiction, in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, a resolution of the stockholders or an agreement in effect at the time of the accrual of the alleged cause of the action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

ARTICLE VII
RECORDS AND REPORTS

7.1 Maintenance And Inspection Of Records. The corporation shall, either at its principal executive offices or at such place or places as designated by the Board of Directors, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these Bylaws as amended to date, accounting books, and other records. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent is the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing that authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in New York or at its principal place of business. A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in each such stockholder's name, shall be open to the examination of any such stockholder for a period of at least ten (10) days prior to the meeting in the manner provided by law. The stock list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

7.2 Inspection By Directors. Any director shall have the right to examine the corporation's stock ledger, a list of its stockholders, and its other books and records for a purpose reasonably related to his or her position as a director.

ARTICLE VIII
GENERAL MATTERS

8.1 Checks. From time to time, the Board of Directors shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the corporation, and only the persons so authorized shall sign or endorse those instruments.

8.2 Execution Of Corporate Contracts And Instruments. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.3 Stock Certificates; Partly Paid Shares. The shares of the corporation shall be represented by certificates, provided that the Board of Directors of the corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the corporation by the chairman or vice-chairman of the Board of Directors, or the president or vice-president, and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue. The corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, upon the books and records of the corporation in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the corporation shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

8.4 Special Designation On Certificates. If the corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the corporation shall issue to represent such class or series of stock.

8.5 Lost Certificates. Except as provided in this Section 8.5, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the corporation and cancelled at the same time. The corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate previously issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or the owner's legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

8.6 Construction; Definitions. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the New York Business Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

8.7 Dividends. The directors of the corporation, subject to any restrictions contained in (a) the New York Business Corporation Law or (b) the Articles of Incorporation, may declare and pay dividends upon the shares of its capital stock. Dividends may be paid in cash, in property, or in shares of the corporation's capital stock. The directors of the corporation may set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any property of the corporation, and meeting contingencies.

8.8 Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors and may be changed by the Board of Directors.

8.9 Seal. The corporation may adopt a corporate seal, which may be altered at pleasure, and may use the same by causing it or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

8.10 Transfer Of Stock. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction in its books.

8.11 Stock Transfer Agreements. The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by the New York Business Corporation Law.

8.12 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner, shall be entitled to hold liable for calls and assessments the person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of New York.

8.13 Facsimile Signature. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

ARTICLE IX
AMENDMENTS

The Bylaws of the corporation may be adopted, amended or repealed by the stockholders entitled to vote; provided, however, that the corporation may, in its Articles of Incorporation, confer the power to adopt, amend or repeal Bylaws upon the directors. The fact that such power has been so conferred upon the directors shall not divest the stockholders of the power, nor limit their power to adopt, amend or repeal Bylaws.

Exhibit C

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), Effective Date by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and David Klarman, an individual and resident of the State of New York (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Agreement and Plan of Merger, dated as of March 1, 2016 (the "Merger Agreement"), by and among GO FIGHT NET, INC., a New York corporation ("GFL"), the Company, GFL ACQUISITION CO., INC., a New York corporation and wholly-owned subsidiary of the Company ("Acquisition Co."), and the Executive. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement. To the extent there is a conflict between any provision in the Merger Agreement and this Agreement, the provision herein shall take precedent.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Regional Vice President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as a non-executive Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of GFL and its business. The Executive will devote substantially all his business time and efforts to the Company and the Company's business and will not engage in other business activities without the Company's prior consent, whether or not such business activity is pursued for profit, gain or other pecuniary advantage. The Company acknowledges that Employee is seeking to sell the GFL boxing assets to a third party. Employee shall have the right to allocate a portion of his business time to maintain the boxing assets and operations prior to, during and for up to 12 months after the sale of the boxing assets to a third party. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on Effective Date and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary; Bonus. (a) Executive will receive a salary during the Term of One Hundred Thousand ($100,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation and bonuses as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), after the Term of this Agreement, compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause or with Cause during the Term of this Agreement, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement;

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.\

9 . Non-Competition and Confidentiality Covenants. Executive and Company are party to that certain Non-Competition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms. Nothwithstanding anything herein the Employee's operation of the GFL Boxing assets shall not be deemed a violation of this Non-Competition Agreement.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive: David Klarman
4 Abigails Path
East Hamption, NY 11937
Phone: (516) 445-9100
Fax: (516) 908-4800

If to the Company:

Alliance MMA, Inc.
c/o Ivy Equity Investors, LLC
590 Madison Avenue, 21st Floor
New York, NY 10022
Attention: Joseph Gamberale
Phone: (212) 521-4268
Fax: (212) 521-4099

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply. The parties irrevocably submits to the jurisdiction of the United States District Court, Eastern District of New York, located in Suffolk County New York over any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined only in such Court. Alternatively, if the New York Federal Court shall not have jurisdiction over the subject matter of the action or proceeding, then the parties irrevocably agree that any action or proceeding shall be brought in the state court of New York in Suffolk County located in Riverhead, New York. The parties further waive any objection to venue in such New York courts. This Agreement shall be governed, construed and enforced in accordance with the substantive law of contracts of the State of New York and without regard to New York choice of law principles or conflicts of law principles.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

/s/ David Klarman
David Klarman

Exhibit D

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") and David Klarman an individual and resident of the State of New York (the "Executive").

WHEREAS, the Company, GFL ACQUISITION CO., INC., a New York corporation and wholly-owned subsidiary of the Company ("Acquisition Co."), GO FIGHT NET, INC., a New York corporation ("GFL"), and David Klarman, an individual and resident of the State of New York (the "Principal Stockholder") are parties to that certain Agreement and Plan of Merger, dated as of March 1, 2016 (the "Merger Agreement") pursuant to which the Company acquired GFL;

WHEREAS, the execution and delivery of this Agreement by Executive was a condition to the closing of the Merger and the consummation of the other transactions contemplated by the Merger Agreement;

WHEREAS, also in connection with the Merger and consummation of the other transactions contemplated by the Merger Agreement, the Executive has been offered employment by the Company, and the Executive will have access to and be instrumental in developing and implementing critical aspects of the Company's strategic business plan; and

WHEREAS, the Executive is an owner of capital stock or options to acquire the capital stock of the Company and will otherwise personally benefit from the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of (i) the Company entering into the Merger Agreement, (ii) the employment or continued employment of the Executive by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefor, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of three (3) years after termination, for any reason, of such employment, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by GFL or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with GFL or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with GFL, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of GFL or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall preclude the Executive from managing or operating the GFL boxing assets even if such activities are arguably competitive with the business of the Company or any of its subsidiaries.

3 . Return of Property. Except for the laptop computer Executive uses and shall have the right to maintain ownership of, he understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee hat the Company or any of its subsidiaries will continue [his/her] employment for any period of time or otherwise change the at-will nature of [his/her] employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefor, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9 . Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

1 0 . Term. This Agreement shall be effective on the Effective Date. This Agreement shall expire one year from the date in which Executive is employed by the Company. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT [HE/SHE] HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE [HIM/HER] AS TO THE NATURE AND EXTENT OF [HIS/HER] OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE:

By: _____

Exhibit E

INTELLECTUAL PROPERTY LICENSE AGREEMENT

This INTELLECTUAL PROPERTY LICENSE AGREEMENT ("Agreement") dated as of _____ __, 2016 is entered into by and among VOLTERRA PARTNERS LTD., a New York limited liability Company (" Licensor") and ALLIANCE MMA, INC., a Delaware corporation ("Licensee") and is delivered pursuant to, and subject to the terms of, that certain Agreement and Plan of Merger, dated as of March 1, 2016 (the "Merger Agreement"), by and among Licensee, GO FIGHT NET, INC., a New York corporation and affiliate of Licensor ("GFL"), GFL ACQUISITION CO., INC., a New York corporation and wholly-owned subsidiary of the Licensee (" Acquisition Co."), and David Klarman, an individual and resident of the State of New York (in his individual capacity and on behalf of the other GFL Stockholders, the "Principal Stockholder"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

WHEREAS, Licensor owns or controls all of the Intellectual Property Rights (as such term is defined herein), including but not limited to those set forth on Schedule 5.5 to the Merger Agreement which is incorporated by reference to this Agreement.

WHEREAS, in connection with the Merger Agreement, GFL has agreed to cause Licensor to grant Licensee an exclusive license for use and exploitation of the Intellectual Property Rights for use by GFL and Parent in connection with the Business as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
TERM AND TERMINATION

1 . 1 Term. The term of this Agreement and the rights granted and obligations assumed hereto, shall commence on the Closing Date and shall endure and remain in full force in perpetuity.

1.2 Termination. Notwithstanding anything contained in Section 1.1 to the contrary, this Agreement may be terminated at any time as follows:

(a) with the mutual consent of Licensor and Licensee;

(b) by Licensor upon termination by Licensee of any Executive Employment Agreement of David Klarman under circumstances other than for Cause;

(c) upon a Bankruptcy Event by Parent.

ARTICLE 2
LICENSE GRANT AND RIGHTS

2.1 License.

(a) The GFL web broadcasting platform and all the video content and other data on the GFL website and in its library system is considered the "Intellectual Property". The Intellectual Property is in some cases owned by Licensor and in other cases Licensor has the right to air and maintain the content on the GFL website. All the Intellectual Property described above, excluding the boxing assets are the "Intellectual Property Rights" being licensed to Licensee subject to this Agreement.

(b) Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, subject to the terms and conditions hereinafter set forth, a non-transferrable, exclusive, perpetual, royalty free, fully paid up, worldwide license to use and commercially exploit the Intellectual Property Rights in connection with the Business.

(c) The license granted in Section 2.1(a) above shall extent to the use of any of the Intellectual Property Rights in connection with the distribution or other commercialization of any photograph, video, television broadcast, online distribution, electronic gamming, or other form of audio visual media format or transmission now known or in the future conceived, comprising the Intellectual Property Rights.

2.2 Assignment. Unless earlier terminated pursuant to Section 1.2 above, the license granted under this Agreement to the Intellectual Property Rights shall be deemed to be an assignment of all rights, title and interest in and to the Intellectual Property Rights upon the first anniversary of this Agreement. Licensor shall execute all documents necessary to effect the recordation of this assignment with the United States Patent and Trademark Office and United States Copyright Office. To secure Licensee's ability to perfect the assignment of rights granted under this Section 2.2, Licensor hereby appoints Licensee as its power of attorney to execute all documents necessary effect the transfer of the Intellectual Property Rights to Licensee upon satisfaction of the conditions set forth in this Section 2.2. This power of attorney is irrevocable and coupled with an interest and is transferrable to any officer of Licensee needed to effect any transfer or recordation of the Intellectual Property Rights.

ARTICLE 3
ENFORCEMENT OF RIGHTS

3.1 Joint Enforcement. Upon discovery of any infringement of the Intellectual Property Rights at the option of either Licensor or Licensee, appropriate legal action in connection therewith shall be undertaken either jointly or separately by Licensor and Licensee. In the event that such action is taken jointly, each party shall contribute equally to the expenses of any such action. If any damages for infringement are awarded by a final decree or judgment to Licensor and Licensee, then after deducting all expenses arising from the litigation and reimbursing each contributing party for its contributions, the remainder shall be divided equally among the contributing parties.

3 . 2 Independent Enforcement. If one party shall not wish to join or continue in any such action, but the other party shall wish to institute or continue such action, said one party shall render all reasonable assistance to the other party in connection therewith at said other party's expense and said other party shall be entitled to retain all recoveries with respect to such action.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF LICENSOR

Licensor hereby represents and warrants to Licensee as follows:

4.1 Ownership. Licensor is the sole and exclusive owner of the Intellectual Property Rights.

4.2 Authority. Licensor is authorized to grant the rights conferred hereby.

4 . 3 No Violation. The execution and delivery of this Agreement, the granting of the rights contained herein and the use of the Intellectual Property Rights in accordance with the terms of this Agreement, will not violate any laws or regulations or violate or invalidate any agreement or documents to which Licensor is a party and by which Licensor is bound or to which the Intellectual Property Rights are subject.

4.4 No Other Grants. Other than as set forth on Schedule 5.5 of the Merger Agreement, to knowledge of Licensor, no person or entity is entitled to any claim for compensation from Licensee for the use of the Intellectual Property Rights in accordance with the terms and conditions of this Agreement, and no Person or entity has been granted any right in or to the Intellectual Property Rights or any part hereof, anywhere in the world.

4.5 Infringement. The Intellectual Property Rights are not the subject of any pending adverse claim or, to the knowledge of Licensor, the subject of any threatened litigation or claim of infringement or misappropriation. To Licensor's knowledge, the Intellectual Property Rights do not infringe on any Intellectual Property Rights of any third party.

ARTICLE 5
MISCELLANEOUS

5 . 1 Incorporation by Reference. Sections 12.1, 12.3, 12.5,12.7 through 12.13, 12.15, 12.17 and 12.18 of the Merger Agreement are hereby incorporate by reference provided that all references to GFL shall be deemed to refer to Licensor and all references to Parent shall be deemed to refer to Licensee.

[*Signature Page to Intellectual Property License Agreement Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

LICENSOR:

VOLTERRA PARTNERS LTD.

By: /s/ David Klarman
Name: David Klarman
Title: CEO

LICENSEE:

ALLIANCE MMA, INC.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Exhibit F

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain MERGER AGREEMENT (the "Agreement"), dated as of March 1, 2016 (the "Effective Date") by and among GO FIGHT NET, INC., a New York corporation ("GFL"), ALLIANCE MMA, INC., a Delaware corporation ("Parent"), and David Klarman, an individual and resident of the State of New York (the "Principal Stockholder"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Parent on the Closing Date, that:

(a) he is the Chief Executive Officer of Parent, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Parent contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of GFL contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to GFL or the Principal Stockholder of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit G

OFFICER'S CERTIFICATE
OF
GO FIGHT NET, INC.

Reference is made to that certain MERGER AGREEMENT (the "Agreement"), dated as of March 1, 2016 (the "Effective Date") by and among GO FIGHT NET, INC., a New York corporation ("GFL"), ALLIANCE MMA, INC., a Delaware corporation ("Parent"), and David Klarman, an individual and resident of the State of New York (the "Principal Stockholder"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of GFL on the Closing Date, that:

(a) he is the Chief Executive Officer of GFL, and

(b) each of the conditions specified in clauses (a) through (j) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of GFL and the Principal Stockholder contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of GFL and the Principal Stockholder contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Parent of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

GO FIGHT NET, INC.

By: _____
Name: David Klarman
Title: Chief Executive Officer

Exhibit 10.11

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective May 1, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company"), and Paul K. Danner III, an individual and resident of the State of Florida (the "Executive").

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Chief Executive Officer, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Chief Executive Officer of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Company and the Business. The Executive will devote substantially all his business time and efforts to the Company and the Company's business and will not engage in other business activities without the Company's prior consent, whether or not such business activity is pursued for profit, gain or other pecuniary advantage. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. As used in this Agreement " Business" means the business of promoting, sponsoring and otherwise commercializing mixed martial arts events including live, televised and pay-per-view events and the commercial exploitation of related media, products and services.

3 . Term. The term of this Agreement will begin on May 1, 2016 (the " Effective Date") and will end on the two-year anniversary of such date (the "Term"). After such initial two-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary. Executive will receive a salary of One Hundred and Seventy-Five Thousand ($175,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Base Compensation and the benefits set forth under Section 5 below will commence on the closing of the Company's initial public offering ("IPO"). Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive, (iv) termination by the Company with Cause (as defined below), or (v) in the event of a Significant Acquisition where the Executive does not accept an offer of employment for a subordinate position with the Company, compensation (including Base Compensation) will continue to be paid until the Date of Termination, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement;

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

(iii) "Significant Acquisition" means a merger, acquisition of substantially all the assets, or similar business combination involving the Company or a subsidiary of the Company where in the sole discretion of the Board of Directors it would be in the best interest of the Company's stockholders for the Executive to serve in a capacity other than Chief Executive Officer.

9 . Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Comeptition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), attached hereto as Exhibit A, which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Paul K. Danner III
550 Swilcan Bridge Lane
Jacksonville, Florida 32224-5617
Phone: (904) 683-7336

If to the Company:

Alliance MMA, Inc.
c/o Ivy Equity Investors, LLC
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Frank A. Gallagi
Phone: (212) 521-4268
Fax: (212) 521-4099

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: /s/ Frank A. Gallagi
Name: Frank A. Gallagi
Title: Chief Financial Officer

/s/ Paul K. Danner
Paul K. Danner III

Exhibit A

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of May 1, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") Paul K. Danner, an individual and resident of the State of Florida (the "Executive").

NOW, THEREFORE, in consideration of the employment or continued employment of the Executive by the Company, and the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefor, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of three (3) years after termination, for any reason, of such employment, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee that the Company or any of its subsidiaries will continue his employment for any period of time or otherwise change the at-will nature of his employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefor, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

10. Term. This Agreement shall be effective on the Effective Date. This Agreement shall expire on _____ __, 2019, provided the obligations of the Executive under Sections 2 shall survive for a period of three (3) years after expiration or termination. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE HIM AS TO THE NATURE AND EXTENT OF HIS OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: /s/ Frank A. Gallagi
Name: Frank A. Gallagi
Title: Chief Financial Officer

EXECUTIVE:

By: /s/ Paul K. Danner
Paul K. Danner, III

Exhibit 10.12

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), is made and entered into as of August 3, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company"), and John Price, an individual and resident of the State of Colorado (the "Executive").

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1. Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Chief Financial Officer, and Executive accepts such employment. The Executive will report to the Company's Chief Executive Officer.

2. Position. Executive agrees to serve as Chief Financial Officer of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the financial affairs of the Company and the Business. The Executive will devote substantially all his business time and efforts to the Company and the Company's business and will not engage in other business activities without the Company's prior consent, whether or not such business activity is pursued for profit, gain or other pecuniary advantage. Notwithstanding the foregoing, the Executive shall be entitled to perform any services required to be performed by the Executive to his prior employer pursuant to his previous employment agreement for the ninety (90) day period following the Effective Date (as defined below). Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. As used in this Agreement "Business" means the business of promoting, sponsoring and otherwise commercializing mixed martial arts events including live, televised and pay-per-view events and the commercial exploitation of related media, products and services.

3. Term. The term of this Agreement will begin on August 10, 2016 (the " Effective Date") and will end on the three-year anniversary of such date (the "Term"). The Term will automatically renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least ninety (90) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4. Salary.

(a) Compensation. Executive will receive a salary of One Hundred and Seventy-Five Thousand dollars ($175,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal practices in effect from time to time. Salary payments shall be subject to all applicable federal and state withholding, payroll, and other taxes, and all applicable deductions for benefits as may be required by law. Base Compensation and the benefits set forth under Section 5 below will commence on the closing of the Company's initial public offering ("IPO"), provided Base Compensation will accrue from the Effective Date and will be paid in arrears on the closing date of the IPO. Although Executive's Base Compensation will be reviewed annually by the compensation committee of the Board of Directors (the "Committee") and Executive will be eligible for consideration for merit-based increases to Base Compensation as determined by the Committee in its sole discretion, it is the intention of the Company to increase the Executive's Base Compensation on the first anniversary of the Term by One Hundred Thousand dollars ($100,000) provided the Company achieves certain financial milestones to be agreed upon by the Company and the Executive.

(b) Bonus. In addition to Base Salary, Executive shall be eligible to receive discretionary performance based bonuses during the Term as determined by the Committee. During the first year of the Term, bonuses will be paid quarterly and shall be no less than $25,000 per quarter. Any bonus and any equity consideration to be provided to Executive shall be reviewed and determined by the Committee on an annual basis to set performance criteria for purposes of compliance with the requirements of Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code").

(c) Equity Compensation. On the Effective Date the Executive will be awarded 200,000 Stock Options priced at the IPO price under the Company's 2016 Equity Incentive Plan (the "Plan") that shall vest in three (3) equal annual tranches. Executive may, as determined by the Committee in its discretion, periodically receive grants of stock options, restricted stock or other equity-related awards under the Plan or under any other equity compensation plan authorized by the Board from time to time, subject to the terms and conditions thereof. Upon a Change of Control (as defined in the Plan), all unvested stock options granted pursuant to this Agreement will immediately vest.

5. Benefit Programs.

(a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6. General Policies.

(a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers or documented receipts and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7. Termination of Employment.

Executive's employment by the Company and this Agreement may be terminated before the expiration of the Term, without breach of this Agreement, in accordance with the provisions set forth below:

7 . 1 Termination by the Company for Cause . The Company may terminate Executive's employment and this Agreement for Cause (as defined below), but only after: (i) giving Executive written notice of the failure or conduct which the Company believes to constitute Cause; and (ii) with respect to elements (a) through (e) below, providing Executive a reasonable opportunity, and in no event more than twenty (20) days, to cure such failure or conduct, unless the Board determines in its good faith judgment that such failure or conduct is not reasonably capable of being cured. In the event Executive does not cure the alleged failure or conduct within the time frame provided for such cure by the Company, the Company shall send the Executive written notice specifying the effective date of termination. The failure by the Company to set forth in the notice referenced in this Section 7.1 any fact or circumstance which contributes to a showing of Cause shall not waive any right of the Company to assert, or preclude the Company from asserting, such fact or circumstance in enforcing its rights hereunder. For purposes of this Agreement, the term "Cause" means:

(a) conviction of a felony or a crime involving fraud or moral turpitude; or

(b) theft, material act of dishonesty or fraud, intentional falsification of any employment or Corporation records, or commission of any criminal act which impairs participant's ability to perform appropriate employment duties for the Corporation; or

(c) intentional or reckless conduct or gross negligence materially harmful to the Corporation or the successor to the Corporation after a Change in Control, including violation of a non-competition or confidentiality agreement; or

(d) willful failure to follow lawful instructions of the person or body to which participant reports; or

(e) gross negligence or willful misconduct in the performance of participant's assigned duties. Cause shall not include mere unsatisfactory performance in the achievement of Executive's job objectives.

If the Company terminates Executive's employment for Cause, then Executive shall be entitled to receive the payments and benefits set forth in Section 8.1 below.

The Company may suspend Executive with pay pending an investigation authorized by the Company or a governmental authority or a determination whether Executive has engaged in acts or omissions constituting Cause, and such paid suspension shall not constitute Good Reason or a termination of Executive's employment.

7.2 Termination by the Company Without Cause.

(a) The Company may terminate the employment of Executive and this Agreement at any time during the Term of this Agreement without Cause by giving Executive written notice of such termination, to be effective thirty (30) days following the giving of such written notice, in which case Executive shall receive the compensation, severance, and benefit continuation required by Section 8.3 below; provided, however, that if Company terminates Executive's employment without Cause during the Protection Period (as defined below), then Executive shall be entitled to receive the payments and benefits set forth in Section 8.4 below.

(b) For purposes of this Agreement, the term "Protection Period" means the period of time commencing on the date of the first occurrence of a Change in Control and continuing until the earlier of (i) the second anniversary of the first occurrence of the Change in Control, and (ii) the Term of this Agreement; and the six (6) month period prior to such Change in Control date if the Executive is terminated without Cause or terminates for Good Reason and in either case such termination (x) was requested by the third party that effectuates the Change in Control, or (y) occurs in connection with or in anticipation of a Change in Control, it being agreed that any such action taken following stockholder approval of a transaction which if consummated would constitute a Change in Control shall be deemed to be in anticipation of a Change in Control provided such transaction is actually consummated.

7.3 Termination by the Company Due to Inability to Perform or Death.

(a) The Company may terminate the employment of Executive and this Agreement at any time during the Term of this Agreement, to the extent permitted by law, upon thirty (30) days' notice to Executive in the event of Executive's Inability to Perform. For this purpose, the term "Inability to Perform" means and shall be deemed to have occurred if Executive has been determined under the Company's long- term disability plan to be eligible for long-term disability benefits or, in the event the Company does not maintain such a plan or in the absence of Executive's participation in or application for benefits under such a plan, such term shall mean the inability of Executive, despite any reasonable accommodation required by law, due to bodily injury or disease or any other physical or mental incapacity, to perform the services required hereunder for a period of ninety (90) consecutive days; or

(b) This Agreement shall be deemed terminated immediately upon the death of Executive.

7.4 Termination by Executive for Good Reason. Executive may terminate his employment and this Agreement at any time for Good Reason (as defined below). A termination of employment and this Agreement by Executive for Good Reason shall entitle Executive to payments and other benefits as specified in Section 8.3, unless such termination occurs during the Protection Period in which case the payments and benefits in Section 8.4 shall apply. For purposes of this Agreement, the term "Good Reason" means, subject to the notice and cure provisions herein, any of the following actions if taken without Executive's prior written consent: (a) the assignment to the Executive of any duties inconsistent with the position in the Corporation that Executive held immediately prior to the assignment; (b) a Change of Control resulting in a significant adverse alteration in the status or conditions of Executive's participation with the Corporation or other nature of Executive's responsibilities from those in effect prior to such Change of Control, including any significant alteration in Executive's responsibilities immediately prior to such Change in Control; (c) the failure by the Company to continue to provide the Executive with benefits substantially similar to those enjoyed by the Executive prior to such failure; or (d) any other action or inaction that constitutes a material breach by the Company of this Agreement. To exercise the option to terminate employment for Good Reason, Executive must provide written notice to the Company of Executive's belief that Good Reason exists within sixty (60) days of the initial existence of the Good Reason condition, and that notice shall describe in reasonable detail the condition(s) believed to constitute Good Reason. The Company then shall have thirty (30) days to remedy the Good Reason condition(s). If not remedied within that 30-day period or if the Company notifies Executive that it does not intend to cure such condition(s) before the end of that 30-day period, Executive may submit a notice of termination to the Company; provided, however, that the notice of termination invoking Executive's option to terminate employment for Good Reason must be given no later than sixty (60) days after the date the Good Reason condition first arose; otherwise, Executive shall be deemed to have accepted the condition(s), or the Company's correction of such condition(s), that may have given rise to the existence of Good Reason.

7.5 Termination by Executive Without Good Reason. Executive may also terminate his employment and this Agreement without Good Reason by providing at least ninety (90) days' written notice of such termination to the Company. In the event of a termination pursuant to this Section 7.5, Executive shall be entitled to payments and other benefits as specified in Section 8.1 below. At the Company's option, the Company may accelerate the date of Executive's termination of employment by paying to Executive the Base Salary and value of the benefits that Executive would have received during the period by which the date of termination is so accelerated and such acceleration shall not change the characterization of the termination by Executive as a termination without Good Reason.

7.6 Return of Confidential Information and Company Property. Upon termination of Executive's employment for any reason, Executive shall immediately return all Confidential Information and other Company property to the Company.

8. Effect of Termination.

8.1 Termination by the Company for Cause or Termination by Executive Without Good Reason.

In the event Executive's employment and this Agreement are terminated pursuant to Sections 7.1 or 7.5 above:

(a) The Company shall pay to Executive, or his representatives, on the date of termination of employment only that portion of the Base Salary and benefits provided in Section 4(a) that has been accrued through the date of termination, any accrued but unpaid vacation pay provided in Section 4(a), any accrued benefits provided in Section 5, and any expense reimbursements due and owing to Executive as of the date of termination; and

(b) Executive shall not be entitled to: (i) any other salary or compensation; (ii) any bonus pursuant to Section 4(b); (iii) any equity consideration pursuant to Section 4(c); nor (iv) any benefits pursuant to Section 5; and

(c) Executive shall return the laptop computer and cellular telephone provided in Section 5 within five (5) business days of the date of termination.

8.2 Termination by the Company Due to Executive's Inability to Perform or Death.

In the event Executive's employment and this Agreement are terminated pursuant to Section 7.3 above, the Company shall pay to Executive, or his representatives, all of the following:

(a) The payments, if any, referred to in Section 8.1(a) above as of the date of termination; and

(b) Subject to compliance with Section 409A of the Code, an amount equal to the greater of (i) one hundred percent (100%) of Executive's target bonus for the year in which the date of termination occurs, or (ii) a bonus for such year as may be determined by the Committee in its sole discretion. This amount shall be paid in the form of a lump sum, less applicable statutory deductions and withholdings, as soon as practicable after the date of termination, but no later than March 15 of the year immediately following the year in which the date of termination occurs; and

(c) For a termination due to Inability to Perform only, then the Company shall pay Executive a severance equal to six (6) months of Executive's Base Salary at the time of termination. This severance amount shall be paid to Executive in equal regular installments over the six (6) month period pursuant to the Company's regular payroll periods, less applicable statutory deductions and tax withholdings. The first installment shall be paid to Executive on the first payroll period after the date of termination; and

(d) Should Executive or his representatives timely elect to continue coverage under a group health insurance plan sponsored by the Company or one of its affiliates and timely make the premium payments, reimburse Executive on a monthly basis for the cost of continued coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") or other applicable law for Executive and any eligible dependents until the earlier of (i) the date Executive is no longer entitled to continuation coverage under COBRA or (ii) for twelve (12) months after the date of termination.

8.3 Termination by the Company Without Cause and Without a Change in Control or by Executive for Good Reason Without a Change in Control. In the event Executive's employment is terminated pursuant to Sections 7.2 or 7.4 above at any time in which there has not been a qualifying Change in Control termination, the Company shall pay Executive on the date of termination the payments referred to in Section 8.1(a) above, Executive shall also receive all of the following:

(a) A severance package equal to the lesser of (i) nine (9) months of Executive's Base Salary at the time of termination and (ii) the Base Salary remaining under the Term of this Agreement. This severance amount shall be paid to Executive in equal regular installments over the three (3) month period pursuant to the Company's regular payroll periods, less applicable statutory deductions and tax withholdings. The first installment shall be paid to Executive on the first payroll period after the date of termination; and

(b) Subject to compliance with Section 409A of the Code, an amount equal to the greater of (i) (A) if the date of termination occurs between January 1 and June 30, then twenty-five percent (25%) of Executive's target bonus for the year in which the date of termination occurs or (B) if the date of termination occurs between July 1 and December 31, then fifty percent (50%) of Executive's target bonus for the year in which the date of termination occurs; and (ii) a bonus for such year as may be determined by the Committee in its sole discretion. This amount shall be paid in the form of a lump sum, less applicable statutory deductions and withholdings, as soon as practicable after the date of termination, but no later than March 15 of the year immediately following the year in which the date of termination occurs;

(c) Should Executive or his representatives timely elect to continue coverage under a group health insurance plan sponsored by the Company or one of its affiliates and timely make the premium payments, reimburse Executive on a monthly basis for the cost of continued coverage under the COBRA for Executive and any eligible dependents until the earlier of (i) the date Executive is no longer entitled to continuation coverage under COBRA or (ii) for twelve (12) months after the date of termination; and

Unless otherwise provided in the equity award agreement, all stock options and other stock incentive awards held by Executive will become fully vested and immediately exercisable and all restrictions on any restricted stock held by Executive will be removed; provided, however, Executive shall not be released from the black-out periods for the next financial reporting quarter following the date of termination or Securities Exchange Act of 1934, as amended (the "Exchange Act") , trading obligations typically required for an executive in this position .

8.4 Termination by the Company Without Cause After a Change in Control or by Executive for Good Reason After a Change in Control.

In the event Executive's employment is terminated pursuant to Sections 7.2 or 7.4 above during the Protection Period, the Company shall pay Executive on the date of termination the payments referred to in Section 7.1 (a) above, Executive shall also receive all of the following:

(a) Subject to compliance with Section 409A of the Code, a severance package equal to one year of Executive's Base Salary immediately prior to the Change in Control. This severance amount shall be paid to Executive in equal regular installments over a 12-month period pursuant to the Company's regular payroll periods, less applicable statutory deductions and tax withholdings. The first installment shall be paid to Executive on the first payroll period after the date of te1mination and after the effective date of the Release ; and

(b) Subject to compliance with Section 409A of the Code, an amount equal to the greater of (i) one hundred percent (100%) of Executive's target bonus for the year in which the date of termination occurs or (ii) a bonus for such year as may be determined by the Committee in its sole discretion. This amount shall be paid in the form of a lump sum, less applicable statutory deductions and withholdings, as soon as practicable after the date of termination, but no later than March 15 of the year immediately following the year in which the date of termination occurs; and

(c) A one-time cash payment equivalent to one year's salary, less applicable statutory deductions and tax withholdings, to be paid within thirty (30) days of the date of termination; and

(d) Should Executive or his representatives timely elect to continue coverage under a group health insurance plan sponsored by the Company or one of its affiliates and timely make the premium payments, reimburse Executive on a monthly basis for the cost of continued coverage under the COBRA for Executive and any eligible dependents until the earlier of (i) the date Executive is no longer entitled to continuation coverage under COBRA or (ii) for twelve (12) months after the date of termination; and

(e) All stock options and other incentive awards held by Executive will become fully vested and immediately exercisable and all restrictions on any restricted stock held by Executive will be removed; provided, however, Executive shall not be released from the black-out periods for the next financial quarter following the date of termination or any restrictions imposed under the Securities Exchange Act of 1934, as amended, trading obligations typically required for an executive in this position.

9 . Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Comeptition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), attached hereto as Exhibit A, which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

John Price
c/o Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Phone: (408) 550-5767

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III
Phone: (212) 521-4268
Fax: (212) 521-4099

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement (including Exhibit A) together with any understandings or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto regarding the subject matter of Executive's employment with the Company.

18. Representations and Covenants of Executive. Executive represents and warrants to the Company that: (a) he has full power and authority to enter into this Agreement, (b) subject to the ninety (90) days' notice requirement referenced in Section 2 above, the execution and delivery of this Agreement and the performance of his duties hereunder shall not result in a breach of, or constitute a default under, any agreement or obligation to which he may be bound or subject, (c) this Agreement represents a valid, legally binding obligation on him and is enforceable against him in accordance with its terms except as the enforceability of this Agreement may be subject to or limited by general principles of equity and by bankruptcy or other similar laws relating to or affecting the rights of creditors generally, and (d) subject to the ninety (90) days' notice requirement referenced in Section 2 above, the Executive has resigned from all positions as an employee, officer, director or executive of prior employers.

19. Representations and Covenants of the Company. The Company represents and warrants to the Executive that: (a) it has full power and authority to enter into this Agreement, (b) the execution and delivery of this Agreement and the performance of its duties hereunder shall not result in a breach of, or constitute a default under, any agreement or obligation to which he may be bound or subject, and (c) this Agreement represents a valid, legally binding obligation on the Company and is enforceable against him in accordance with its terms except as the enforceability of this Agreement may be subject to or limited by general principles of equity and by bankruptcy or other similar laws relating to or affecting the rights of creditors generally.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Name: Paul K. Danner, III
Title: CEO

/s/ John Price
John Price

Exhibit A

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of August 10, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") John Price, an individual and resident of the State of Colorado (the "Executive").

NOW, THEREFORE, in consideration of the employment or continued employment of the Executive by the Company, and the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefor, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of one (1) year after termination, for any reason, of such employment, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee that the Company or any of its subsidiaries will continue his employment for any period of time or otherwise change the at-will nature of his employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefor, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9 . Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

7 . Term. This Agreement shall be effective on the Effective Date. This Agreement shall expire on August 10, 2019, provided the obligations of the Executive under Sections 2 shall survive for a period of one (1) year after expiration or termination. Notwithstanding the foregoing the obligations of the Executive under Sections 1 shall survive for two (2) years and Section 3 shall survive indefinitely.

8 . Certain Exclusions. The obligations stipulated in Section 1 of this Agreement shall not apply to confidential information which: (i) is, prior to disclosure, in the lawful possession of, or already known to, the Executive; (ii) has come into the public domain through no fault of the Executive; (iii) has been lawfully received from a third party without restrictions or breach of this Agreement; (iv) is independently developed by the Executive without any use of the confidential information of the Company; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, subject to the Executive giving reasonable prior notice in writing to the the Company to allow it to seek protective or other court orders.

THE EXECUTIVE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE HIM AS TO THE NATURE AND EXTENT OF HIS OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Name: Paul K. Danner, III
Title: CEO

EXECUTIVE:

/s/ John Price
John Price

Exhibit 10.13

AMENDED AND RESTATED
UNSECURED PROMISSORY NOTE

$600,000.00

New York, New York
Original Issue Date: February 12, 2015

FOR VALUE RECEIVED, ALLIANCE MMA, INC., a Delaware corporation with an address of 590 MADISON AVENUE, 21ST FLOOR, NEW YORK, NEW YORK 10022 ("Borrower"), unconditionally promises to pay to the order of IVY EQUITY INVESTORS, LLC., a Delaware limited liability company with an address of 2 EAST 55TH STREET, SUITE 1111, NEW YORK, NEW YORK 10022 ("Lender"), in the manner and at the place hereinafter provided, the principal amount of Six Hundred Thousand and No/100ths Dollars ($600,000.00) or such lesser amount that may be outstanding based upon advances made to and other payments made on behalf of Borrower by Lender incident to the Borrower's contemplated IPO on the earlier of January 1, 2017, or the closing of the IPO (the "Maturity Date"). Borrower also promises to pay to Lender, together with the principal amount referenced above simple interest on the outstanding principal balance of this Note at the rate of six percent (6%) per annum compounded annually, pro-rated for the number of days that the Note is outstanding until the Maturity Date on the basis of a 365-day year (the "Interest"). Lender and Borrower contemplate that Lender will make several advances to or other payments on behalf of Borrower to facilitate the IPO and the related Target Company Transactions, and that this Note will reflect the aggregate amount of such advances and payments. Lender will maintain a schedule of advances and payments which shall be attached to this Note as Schedule A and which may be amended from time to time to reflect advances and payments made. **This Note amends and restates in its entirety that certain 6% Unsecured Promissory Note with an initial principal amount of up to $500,000 due on the Maturity Date (the "Original Note")**.

1 . Payments. All payments of principal and Interest in respect of this Note shall be made in lawful money of the United States of America in same day funds at the office of Lender set forth above or at such other place as Lender may direct. If any payment on this Note is stated to be due on a day that is not a Business Day, such payment shall instead be made on the next Business Day.

2 . Prepayments of Interest and Principal. The Borrower shall have the right at any time and from time to time to prepay the principal amount and any Interest then due in whole or in part, without premium or penalty. All payments shall be applied first to accrued interest and then to the then outstanding principal amount.

3. Representations and Warranties. Borrower hereby represents and warrants to Lender that:

(a) this Note constitutes the duly authorized, legally valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms;

(b) all consents and grants of approval required to have been granted by any Person in connection with the execution, delivery and performance of this Note have been granted;

(c) the execution, delivery and performance by Borrower of this Note does not and will not (i) violate or conflict with any law, governmental rule or regulation, court order or agreement to which it is subject or by which its properties are bound or (ii) result in the creation of any Lien or other encumbrance with respect to the property of Borrower; and

(d) there is no action, suit, proceeding or governmental investigation pending or, to the knowledge of Borrower, threatened against Borrower or any of its assets which, if adversely determined, would have a material adverse effect on the properties, assets, condition (financial or otherwise) or prospects of Borrower, taken as a whole, or the ability of Borrower to comply with its obligations hereunder.

4. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default":

(a) failure of Borrower to pay the principal and Interest, if any, when due under this Note and such failure is not cured within three (3) Business Days of receipt of written notice of such failure to pay; or

(b) any representation or warranty made by Borrower to Lender in connection with this Note shall prove to have been false in any material respect when made; or

(c) (i) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of Borrower in an involuntary case under Title 11 of the United States Code entitled "Bankruptcy" (as now and hereinafter in effect, or any successor thereto, the "Bankruptcy Code") or any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, which decree or order is not stayed; or any other similar relief shall be granted under any applicable federal or state law; or (ii) an involuntary case shall be commenced against Borrower under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Borrower or over all or a substantial part of its property shall have been entered; or the involuntary appointment of an interim receiver, trustee or other custodian of Borrower for all or a substantial part of its property shall have occurred; or a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of Borrower, and, in the case of any event described in this clause (ii), such event shall have continued for thirty (30) days unless dismissed, bonded or discharged; or

(d) an order for relief shall be entered with respect to Borrower, or Borrower shall commence a voluntary case under the Bankruptcy Code or any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or Borrower shall make an assignment for the benefit of creditors; or Borrower shall be unable or fail, or shall admit in writing its inability, to pay its debts as such debts become due.

5 . Remedies. Upon the occurrence and during the continuance of any Event of Default Lender may, by written notice to Borrower, declare the principal amount of this Note together with the Interest, if any, to be due and payable, and the principal amount of this Note together with such Interest, if any, shall thereupon immediately become due and payable without presentment, further notice, protest or other requirements of any kind (all of which are hereby expressly waived by Borrower). Upon the occurrence and during the continuance of any Event of Default, interest shall accrue at the rate of twelve percent (12%) per annum (the "Default Rate").

6 . Definitions. The following terms used in this Note shall have the following meanings (and any of such terms may, unless the context otherwise requires, be used in the singular or the plural depending on the reference):

"Business Day" means any day other than a Saturday, Sunday or legal holiday under the laws of the State of New York or any other day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

"Event of Default" means any of the events set forth in Section 4.

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"Liens" means a lien, charge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Person" means any individual, partnership, limited liability company, joint venture, firm, corporation, association, bank, trust or other enterprise, whether or not a legal entity, or any government or political subdivision or any agency, department or instrumentality thereof.

"Target Company" means one of approximately fifteen companies primarily engaged in the business of promoting and conducting mixed martial arts or "MMA" events throughout the United States or providing services related to such events.

"Target Company Transactions" means the acquisition by Borrower of the Target Companies that will occur substantially contemporaneously with the consummation of the IPO.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

7. Miscellaneous.

(a) All notices and other communications provided for hereunder shall be in writing (including faxes) and mailed (certified by the US Postal service), telecopied, or delivered as follows: if to Borrower, at its address specified opposite its signature below; and if to Lender, at the address set forth above; or in each case at such other address as shall be designated by Lender or Borrower, with a copy to Borrower's counsel as follows:

Robert Mazzeo
MazzeoSong P.C.
444 Madison Avenue, Fourth Floor
New York, NY 10022

All such notices and communications shall, when mailed (as set forth above), faxed or sent by overnight courier, be effective when deposited in the mails, delivered to the overnight courier, as the case may be, or sent by fax. Electronic mail may be used to distribute routine communications.

(b) No failure or delay on the part of Lender or any other holder of this Note to exercise any right, power or privilege under this Note and no course of dealing between Borrower and Lender shall impair such right, power or privilege or operate as a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies expressly provided in this Note are cumulative to, and not exclusive of, any rights or remedies that Lender would otherwise have. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Lender to any other or further action in any circumstances without notice or demand.

(c) THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF BORROWER AND LENDER HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(d) ALL JUDICIAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS NOTE SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND BY EXECUTION AND DELIVERY OF THIS NOTE BORROWER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS NOTE. Borrower hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to Borrower at its address set forth below its signature hereto, with a copy to Borrower's counsel as set forth above, such service being hereby acknowledged by Borrower to be sufficient for personal jurisdiction in any action against Borrower in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Lender to bring proceedings against Borrower in the courts of any other jurisdiction.

(e) BORROWER AND, BY ITS ACCEPTANCE OF THIS NOTE, LENDER AND ANY SUBSEQUENT HOLDER OF THIS NOTE, HEREBY IRREVOCABLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS NOTE AND THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Borrower and, by their acceptance of this Note, Lender and any subsequent holder of this Note, each (i) acknowledges that this waiver is a material inducement to enter into a business relationship, that the other parties have already relied on this waiver in entering into this relationship, and that each party will continue to rely on this waiver in their related future dealings and (ii) further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS OF THIS NOTE. In the event of litigation, this provision may be filed as a written consent to a trial by the court.

(f) Borrower hereby waives the benefit of any statute or rule of law or judicial decision which would otherwise require that the provisions of this Note be construed or interpreted most strongly against the party responsible for the drafting thereof.

(g) Borrower waives presentment for payment, demand, notice of demand, notice of non-payment or dishonor, protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of payment of this Note.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the day and year and at the place first above written.

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Paul K. Danner, III
CEO

Address for Notices:
Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

SCHEDULE A
TO
AMENDED AND RESTATED
UNSECURED PROMISSORY NOTE

Interest 6%

Advance Date	**Amount**	**Amount Repaid or Credited**	**Accrued Interest Through 8/12/16**
2/12/15		$ (5,289.14)	
2/27/15	$ 62,500.00		$ 5,465.75
3/15/15	$ 9,210.86		$ 781.28
4/1/15	$ 2,000.00		$ 164.05
4/15/15	$ 12,500.00		$ 996.58
4/20/15	$ 2,000.00		$ 157.81
4/30/15	$ 2,000.00		$ 154.52
5/15/15	$ 14,500.00		$ 1,084.52
6/1/15	$ 2,000.00		$ 144.00
6/15/15	$ 14,500.00		$ 1,010.63
7/15/15	$ 12,500.00		$ 809.59
7/18/15	$ 18,200.05		$ 1,169.79
7/21/15	$ 10,000.00		$ 673.81
8/15/15	$ 12,500.00		$ 745.89
8/20/15	$ 3,000.00		$ 176.55
9/5/15	$ 3,000.00		$ 168.66
9/15/15	$ 12,500.00		$ 682.19
9/30/15	$ 3,000.00		$ 156.33
10/5/15	$ 3,000.00		$ 153.86
10/15/15	$ 12,500.00		$ 620.55
10/20/15	$ 3,000.00		$ 146.47
11/5/15	$ 3,000.00		$ 138.58
11/15/15	$ 12,500.00		$ 556.85
11/20/15	$ 14,699.00		$ 642.73
11/30/15	$ 50,000.00		$ 2,104.11
12/4/15	$ 3,000.00		$ 124.27
12/14/15	$ 4,000.00		$ 159.12
12/15/15	$ 39,840.00		$ 1,578.32
12/17/15	$ 9,000.00		$ 353.59
12/21/15	$ 3,000.00		$ 115.89
	$ 353,449.91		**$ 21,200.28**
1/1/16	$ 12,701.30		$ 467.69
2/1/16	$ 12,500.00		$ 396.58
3/1/16	$ 97,000.00		$ 2,615.01
3/31/16	$ 25,000.00		$ 550.68
4/15/16	$ 12,500.00		$ 244.52
5/13/16	$ 7,000.00		$ 104.71
5/16/16	$ 12,500.00		$ 180.82
6/13/16	$ 70,000.00		$ 690.41
6/15/16	$ 12,500.00		$ 119.18
	$ **261,701.30**		$ **5,369.60**
7/19/16	$ 50,000.00		**$** 197.26
	$ 665,151.21		**$ 26,569.89**
7/28/16	**$** 35,000.00		**$** 86.30
	700,151.21		**$ 26,853.45**
			$
Total P&I	**$ 727,004.66**		

Exhibit 10.14

ESCROW DEPOSIT AGREEMENT

This **ESCROW DEPOSIT AGREEMENT** (this "**Agreement**") dated as of this 20th day of July 2016, by and among **ALLIANCE MMA, INC.**, a Delaware corporation (the "**Company**"), having an address at 590 Madison Avenue, 21st Floor, New York, New York 10022, **NETWORK 1 FINANCIAL SECURITIES, INC**. (the "**Underwriter**"), having an address at 2 Bridge Avenue, Red Bank, New Jersey 07701 and **SIGNATURE BANK** (the "**Escrow Agent**"), a New York chartered bank, having an office at 950 Third Avenue, New York, New York 10022. All capitalized terms not herein defined shall have the meanings ascribed to them in the Company's Registration Statement on Form S-1, filed with the Securities and Exchange Commission on or about June 30, 2016, including all attachments, schedules and exhibits thereto (the "**Registration Statement**").

W I T N E S S E T H:

WHEREAS, as described in the Registration Statement, the Company intends to sell (the "**Offering**") a minimum of $5,000,000 (the "**Minimum Amount**") and a maximum of $15,000,000 (the "**Maximum Amount**") of its shares of common stock (the "**Shares**"). Each Share is being sold at a price of $4.50 per Share; and

WHEREAS, unless the Minimum Amount is sold by October 31, 2016 (the "**Termination Date**"), the Offering shall terminate and all funds shall be returned to the subscribers in the Offering, and if the Minimum Amount is met, the Offering may continue until the Termination Date; and

WHEREAS, the Company and Underwriter desire to establish an escrow account with the Escrow Agent into which the Company and Underwriter shall instruct Investors introduced to the Company by Underwriter (the "**Investors**") to send funds by wire transfer or to deposit checks and other instruments for the payment of money made payable to the order of "Signature Bank as Escrow Agent for Alliance MMA, Inc.," and Escrow Agent is willing to accept said wires, checks and other instruments for the payment of money in accordance with the terms hereinafter set forth; and

WHEREAS, the Company, as issuer, and Underwriter, as underwriter, each represents and warrants to the Escrow Agent that it will comply with all of its obligations under applicable state and federal securities laws and regulations with respect to sale of the Shares; and

WHEREAS, the Company and Underwriter each represents and warrants to the Escrow Agent that it has not stated to any individual or entity that the Escrow Agent's duties will include anything other than those duties stated in this Agreement.

WHEREAS, the Company and Underwriter each warrants to the Escrow Agent that a copy of each document that it has delivered to Investors and third parties that include Escrow Agent's name and duties is attached hereto as Schedule I.

NOW, THEREFORE, IT IS AGREED as follows:

1. Delivery of Escrow Funds.

(a) Underwriter and the Company shall instruct Investors to make payment for the shares they purchase by (i) delivering to the Escrow Agent, Signature Bank, at 950 Third Avenue, New York, New York 10022, checks made payable to the order of "Signature Bank, as escrow agent for Alliance MMA, Inc.," or (ii) wire transfer to Signature Bank, ABA No. 026013576, Account No. 1502649902, 950 Third Avenue, New York, New York 10022 for credit Signature Bank, as escrow agent for Alliance MMA, Inc., in each case, with the name and address of the individual or entity making payment. In the event any Investor's address is not provided to Escrow Agent by the Investor, then Underwriter and/or the Company agree to promptly provide Escrow Agent with such information in writing. The checks or wire transfers shall be deposited into a non-interest-bearing account at Signature Bank entitled "Alliance MMA, Inc., Signature Bank, as Escrow Agent" (the "**Escrow Account**").

(b) The collected funds deposited into the Escrow Account are referred to as the " **Escrow Funds**."

(c) The Escrow Agent shall have no duty or responsibility to enforce the collection or demand payment of any funds deposited into the Escrow Account. If, for any reason, any check deposited into the Escrow Account shall be returned unpaid to the Escrow Agent, the sole duty of the Escrow Agent shall be to return the check to the Investor and advise the Company and Underwriter promptly thereof.

2. Release of Escrow Funds. The Escrow Funds shall be paid by the Escrow Agent in accordance with the following:

(a) In the event that the Company and Underwriter advise the Escrow Agent in writing that the Offering has been terminated (the "**Termination Notice**"), the Escrow Agent shall promptly return the funds paid by each Investor to said Investor without interest or offset within one (1) business day.

(b) Intentionally Omitted.

(c) Provided that the Escrow Agent does not receive the Termination Notice in accordance with Section 2(a) and there is the Minimum Amount deposited into the Escrow Account on or prior to the Termination Date, the Escrow Agent shall, upon receipt of written instructions, in the form of Exhibit A, attached hereto and made a part hereof, or in a form and substance satisfactory to the Escrow Agent, received from the Company and Underwriter, pay the Escrow Funds in accordance with such written instructions, such payment or payments to be made by wire transfer within one (1) business day of receipt of such written instructions. Such instructions must be received by the Escrow Agent no later than 3:00 PM Eastern Time on a Banking Day for the Escrow Agent to process such instructions that Banking Day.

(d) If by 3:00 P.M. Eastern time on the Termination Date the Escrow Agent has not received written instructions from the Company and Underwriter regarding the disbursement of the Escrow Funds or the total amount of the Escrow Funds is less than the Minimum Amount, then the Escrow Agent shall promptly return the Escrow Funds to the Investors without interest or offset. The Escrow Funds returned to each Investor shall be free and clear of any and all claims of the Escrow Agent.

(e) The Escrow Agent shall not be required to pay any uncollected funds or any funds that are not available for withdrawal.

(f) If the Termination Date or any date that is a deadline under this Agreement for giving the Escrow Agent notice or instructions or for the Escrow Agent to take action is not a Banking Day, then such date shall be the Banking Day that immediately precedes that date. A "**Banking Day**" is any day other than a Saturday, Sunday or a day that a New York State chartered bank is not legally obligated to be opened.

3. Acceptance by Escrow Agent. The Escrow Agent hereby accepts and agrees to perform its obligations hereunder, provided that:

(a) The Escrow Agent may act in reliance upon any signature reasonably believed by it to be genuine, and may assume that any person who has been designated by Underwriter or the Company to give any written instructions, notice or receipt, or make any statements in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall have no duty to make inquiry as to the genuineness, accuracy or validity of any statements or instructions or any signatures on statements or instructions. The names and true signatures of each individual authorized to act singly on behalf of the Company and Underwriter are stated in Schedule II, which is attached hereto and made a part hereof. The Company and Underwriter may each remove or add one or more of its authorized signers stated on Schedule II by notifying the Escrow Agent of such change in accordance with this Agreement, which notice shall include the true signature for any new authorized signatories.

(b) The Escrow Agent may act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or law, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.

(c) Underwriter and the Company agree to indemnify and hold the Escrow Agent harmless from and against any and all claims, losses, costs, liabilities, damages, suits, demands, judgments or expenses (including but not limited to reasonable attorney's fees) claimed against or incurred by Escrow Agent arising out of or related, directly or indirectly, to this Escrow Agreement unless caused by the Escrow Agent's gross negligence or willful misconduct.

(d) In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder, the Escrow Agent shall be entitled to (i) refrain from taking any action other than to keep safely the Escrow Funds until it shall be directed otherwise by a court of competent jurisdiction, or (ii) deliver the Escrow Funds to a court of competent jurisdiction.

(e) The Escrow Agent shall have no duty, responsibility or obligation to interpret or enforce the terms of any agreement other than Escrow Agent's obligations hereunder, and the Escrow Agent shall not be required to make a request that any monies be delivered to the Escrow Account, it being agreed that the sole duties and responsibilities of the Escrow Agent shall be to the extent not prohibited by applicable law (i) to accept checks or other instruments for the payment of money and wire transfers delivered to the Escrow Agent for the Escrow Account and deposit said checks and wire transfers into the non-interest bearing Escrow Account, and (ii) to disburse or refrain from disbursing the Escrow Funds as stated above, provided that the checks received by the Escrow Agent have been collected and are available for withdrawal.

4. Escrow Account Statements and Information. The Escrow Agent agrees to send to the Company and/or the Underwriter a copy of the Escrow Account periodic statement, upon request in accordance with the Escrow Agent's regular practices for providing account statements to its non-escrow clients and to also provide the Company and/or Underwriter, or their designee, upon request other deposit account information, including Escrow Account balances, by telephone or by computer communication, to the extent practicable. The Company and Underwriter agree to complete and sign all forms or agreements required by the Escrow Agent for that purpose. The Company and Underwriter each consent to the Escrow Agent's release of such Escrow Account information to any of the individuals designated by Company or Underwriter, which designation has been signed in accordance with Section 3(a) by any of the persons in Schedule II. Further, the Company and Underwriter have an option to receive e-mail notification of incoming and outgoing wire transfers. If this e-mail notification service is requested and subsequently approved by the Escrow Agent, the Company and Underwriter agrees to provide a valid e-mail address and other information necessary to set-up this service and sign all forms and agreements required for such service. The Company and Underwriter each consent to the Escrow Agent's release of wire transfer information to the designated e-mail address(es). The Escrow Agent's liability for failure to comply with this section shall not exceed the cost of providing such information.

5. Resignation and Termination of the Escrow Agent. The Escrow Agent may resign at any time by giving 30 days' prior written notice of such resignation to Underwriter and the Company. Upon providing such notice, the Escrow Agent shall have no further obligation hereunder except to hold as depositary the Escrow Funds that it receives until the end of such 30-day period. In such event, the Escrow Agent shall not take any action, other than receiving and depositing Investors checks and wire transfers in accordance with this Agreement, until the Company has designated a banking corporation, trust company, attorney or other person as successor. Upon receipt of such written designation signed by Underwriter and the Company, the Escrow Agent shall promptly deliver the Escrow Funds to such successor and shall thereafter have no further obligations hereunder. If such instructions are not received within 30 days following the effective date of such resignation, then the Escrow Agent may deposit the Escrow Funds held by it pursuant to this Agreement with a clerk of a court of competent jurisdiction pending the appointment of a successor. In either case provided for in this Section, the Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds.

6 . Termination. The Company and Underwriter may terminate the appointment of the Escrow Agent hereunder upon written notice specifying the date upon which such termination shall take effect, which date shall be at least 30 days from the date of such notice. In the event of such termination, the Company and Underwriter shall, within 30 days of such notice, appoint a successor escrow agent and the Escrow Agent shall, upon receipt of written instructions signed by the Company and Underwriter, turn over to such successor escrow agent all of the Escrow Funds; *provided*, *however*, that if the Company and Underwriter fail to appoint a successor escrow agent within such 30-day period, such termination notice shall be null and void and the Escrow Agent shall continue to be bound by all of the provisions hereof. Upon receipt of the Escrow Funds, the successor escrow agent shall become the escrow agent hereunder and shall be bound by all of the provisions hereof and Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds and under this Agreement.

7. Investment. All funds received by the Escrow Agent shall be held only in non-interest bearing bank accounts at Signature Bank.

8 . Compensation. Escrow Agent shall be entitled, for the duties to be performed by it hereunder, to a fee of $4,000.00, which fee shall be paid by the Company upon the signing of this Agreement. In addition, the Company shall be obligated to reimburse Escrow Agent for all fees, costs and expenses incurred or that become due in connection with this Agreement or the Escrow Account, including reasonable attorney's fees. Neither the modification, cancellation, termination or rescission of this Agreement nor the resignation or termination of the Escrow Agent shall affect the right of Escrow Agent to retain the amount of any fee which has been paid, or to be reimbursed or paid any amount which has been incurred or becomes due, prior to the effective date of any such modification, cancellation, termination, resignation or rescission. To the extent the Escrow Agent has incurred any such expenses, or any such fee becomes due, prior to any closing, the Escrow Agent shall advise the Company and the Company shall direct all such amounts to be paid directly at any such closing.

9 . Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if sent by hand-delivery, by facsimile (followed by first-class mail), by nationally recognized overnight courier service or by prepaid registered or certified mail, return receipt requested, to the addresses set forth below:

If to Underwriter:

Network 1 Financial Securities, Inc.
The Galleria Building, 4th Floor
Red Bank, NJ 07701
Attention: Keith Testaverde
ktestaverde@netw1.com

If to the Company:

Alliance MMA, Inc.
590 Madison Ave, 21st Floor
NY, NY 10022
Attention: Paul Danner
pdanner@alliancemma.com

If to Escrow Agent:

Signature Bank
950 Third Avenue
New York, New York 10022
Attention: John Gonzalez, Group Director & Senior Vice President
Fax: (646) 822-1520

10. General.

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be entirely performed within such State, without regard to choice of law principles and any action brought hereunder shall be brought in the courts of the State of New York, located in the City of New York. Each party hereto irrevocably waives any objection on the grounds of venue, forum nonconveniens or any similar grounds and irrevocably consents to service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of said courts. EACH OF THE PARTIES HERETO HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

(b) This Agreement sets forth the entire agreement and understanding of the parties with respect to the matters contained herein and supersedes all prior agreements, arrangements and understandings relating thereto.

(c) All of the terms and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto, as well as their respective successors and assigns.

(d) This Agreement may be amended, modified, superseded or canceled, and any of the terms or conditions hereof may be waived, only by a written instrument executed by each party hereto or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver of any party of any condition, or of the breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term of this Agreement. No party may assign any rights, duties or obligations hereunder unless all other parties have given their prior written consent.

(e) If any provision included in this Agreement proves to be invalid or unenforceable, it shall not affect the validity of the remaining provisions.

(f) This Agreement and any modification or amendment of this Agreement may be executed in several counterparts or by separate instruments and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

11. Form of Signature. The parties hereto agree to accept a facsimile transmission or email copy of their respective actual signatures as evidence of their actual signatures to this Agreement and any modification or amendment of this Agreement; *provided*, *however*, that each party who produces a facsimile or emailed signature agrees, by the express terms hereof, to place, promptly after transmission of his or her signature by fax or email, a true and correct original copy of his or her signature in overnight mail to the address of the other party.

12. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

Alliance MMA, Inc.

By: /s/ Paul K. Danner, III
Name: Paul K. Danner, III
Title: CEO

Network 1 Financial Securities, Inc.

By: /s/ Keith Testaverde
Name: Keith Testaverde
Title: Sr. Vice President

Signature Bank

By: /s/ John Gonzalez
Name: John Gonzalez
Title: Group Director & Senior Vice President

Schedule I

OFFERING DOCUMENTS

Schedule II

The Escrow Agent is authorized to accept instructions signed or believed by the Escrow Agent to be signed by any one of the following on behalf of the Company and Underwriter.

Alliance MMA, Inc.

Name	True Signature
Paul K. Danner, III	

Network 1 Financial Securities, Inc.

Name	True Signature
Keith Testaverde	

Exhibit A

FORM OF ESCROW RELEASE NOTICE

Date:

Signature Bank
[address of financial center]

_____
Attention: *[name & title of Group Director]*

Dear _____:

In accordance with the terms of Section 2(c) of an Escrow Deposit Agreement, dated as of _____ __, 20__ (the "Escrow Agreement"), by and between _____ (the "Company"), Signature Bank (the "Escrow Agent") and _____ ("Underwriter"), the Company and Underwriter hereby notify the Escrow Agent that the _____ closing will be held on _____ for gross proceeds of $_____.

PLEASE DISTRIBUTE FUNDS BY WIRE TRANSFER AS FOLLOWS (wire instructions attached):

_____: $

_____: $

_____: $

Very truly yours,

[*insert Company's full legal name*]

By: _____
Name: _____
Title: _____

[*insert Underwriter's full legal name*]

By: _____
Name: _____
Title: _____

Exhibit 10.15

AGREEMENT

This AGREEMENT ("Agreement") is made and entered into as of Oct. 8, 2014, by and between Marina District Development Company, LLC d/b/a Borgata Hotel Casino & Spa ("Borgata") and CFFC Promotions, LLC ("CFFC") as the promoter for the purpose of presenting Pro Mixed Martial Arts bouts at Borgata Hotel Casino & Spa (the "Promoter"). Borgata will assign and determine which property will be utilized.

WITNESSETH

Whereas, Borgata is a limited liability company duly organized and existing under the laws of the State of New Jersey and maintains its principal office 1 Borgata Way, Atlantic City, NJ 08401.

Whereas, Borgata is engaged in the business of owning and operating a hotel/casino in Atlantic City, NJ;

Whereas, Promoter is a professional and licensed (pursuant to the rules and regulations of the New Jersey Athletic Commission) mixed martial arts ("MMA") fighting promoter and Promoter has the power and authority to provide top MMA fighters at events to be scheduled to occur at Borgata;

Whereas, in the course of operating such hotel/casino, Borgata is desirous of obtaining and holding first-class professional sporting events for the entertainment of its patrons;

Whereas, Promoter is licensed as a Promoter by the New Jersey Athletic Control Board and maintain their principal office at: 789 Harding Highway, Buena, New Jersey 08310;

Whereas, Promoter has represented and warranted to Borgata that it is capable and willing to provide the first-class professional MMA sporting events described in and in accordance with the terms and conditions of this Agreement; and

Now, Therefore, for an in consideration of the mutual promises, covenants, agreements and representations set forth herein, the parties intending to be legally bound, promise and agree as follows:

1. **The Events.** Subject to the terms and conditions of this Agreement, Promoter shall hold four (4) events at Borgata in 2015. All events will feature an array of fighters with local, regional and national appeal provided that collectively the bouts would be considered of a first class caliber MMA event ("the Events"). (All fighters' participating in the Events shall collectively be referred to hereafter as "the Fighters".) All Events are held on Friday or Saturday evenings on dates to be mutually agreed with an expected start time of 7:00PM. Each Event will include at least eight (8) fights but no more than twelve (12) fights.

2. **Promoter's Responsibilities.** Except as specifically provided for in Paragraph 3, Promoter shall have full and complete responsibility for producing and presenting the Events at Borgata. Promoter shall be in full compliance with applicable federal and state statutes and regulations and local ordinances, and shall be solely responsible, at its sole cost and expense, to provide the following:

    a) To coordinate with Borgata box office/New Era Tickets for all ticket sales;

    b) All necessary logistics and set up for State Inspectors and Officials;

    c) No less than 12 qualified security personnel for each Event, who will work in coordination with Borgata's Director of Security or his designee. All personnel will be contracted and/or employed by CFFC with extensive law enforcement and security backgrounds;

    d) A director of operations employed by Promoter, who will work directly with designated Borgata staff to produce a seamless Event;

    e) The Fighters, all of whom will be licensed by the New Jersey Athletic Control Board;

    f) All safety equipment, including but not limited to gloves and mouthpieces;

    g) Fighter fees; all licenses and permits as may be required by federal, state or municipal law, including specifically a registration to do business in the State of New Jersey;

    h) Referees, announcer, judges, timekeeper, officials, emcee, and all other personnel required for the Events;

    i) Standing ambulance, doctor and emergency medical technicians for the Events and all other New Jersey State Athletic Commission required fighting participant medical care necessary as the results of each Fighter's participation in the Event;

    j) Insurance covering the Fighters and other ring personnel in amounts no less than the requirements of the New Jersey State Athletic Commission, all of which shall name Marina District Development Company, LLC, its parent company, subsidiaries and affiliates as additional insureds;

    k) General liability and personal injury insurance coverage and worker's compensation and employer liability insurance coverage;

    l) All Fighter purses;

m) All wages, salaries, commissions, and/or other compensation on all premiums, insurance, taxes and other payments to the individuals performing services on behalf of Promoter;

n) Regulation Cage plus all applicable mats and corner pads and install same;

o) Written evidence of each Fighter's intellectual property rights necessary for Borgata to utilize such rights as provided for in this Agreement solely in connection with the Event and for historical purposes;

p) Biographies, "tales of the tape," fight-by-fight records, general press releases and other requested information pertaining to each Event;

q) Written evidence that Promoter has obtained, maintained and paid for all required MMA organization sanctions and approvals;

r) Written evidence that Promoter has fulfilled all of the requirements of the New Jersey State Athletic Commission (except to the extent, if at all, that this Agreement or state or federal law or regulation expressly requires Borgata to fulfill any such requirements);

s) Any necessary and/or required bonds required by any applicable athletic commission overseeing the Event; and

t) All necessary efforts to coordinate, secure and pay for all trainers, managers, judges, and sanctioning organizations and for all Promoter personnel attending the Events.

3. **Duties of Borgata.** Borgata shall provide, at its cost and expense, the following in conjunction with the Events:

a) A theater or ballroom staffed with ushers. Borgata will retain all food and beverage revenue;

b) Professional lighting and audio systems with professional operators for TV production quality;

c) Three (3) suites for three (3) nights plus $150/day food and beverage comp for inside casino establishments for each suite; thirty-five (35) standard hotel rooms at Borgata for three (3) nights plus complimentary dining privileges in the employees cafeteria on behalf of fighters and employees performing services for Promoter in connection with the Event;

d) Location on Friday evening for Weigh-Ins;

e) Billboard for each Event no less than thirty-five (35) days prior. Promoter shall provide the artwork for the billboard and Borgata shall be responsible to produce the billboard covering and installation;

f) Access to in-house room and property video provided by Promoter to promote Events prior to each Event, along with Email blast to Borgata database as determined by Borgata, and local print advertising as determined by Borgata;

g) Allow Promoter to have sponsors, provided that such sponsors are approved by Borgata in its sole and absolute discretion;

h) Allow Promoter to all revenue from T-shirt and other items sold pertaining to Events;

i) Access badges and wristbands for the Fighters and their crew associated with the Events;

j) Reasonable access to and use of the Event Room, which Promoter agrees and acknowledges will be made available to Promoter in its presently existing condition, "WHERE IS/ AS IS".

k) Borgata shall use Tickets.com for the sale of tickets to the public.

4. Borgata will sell tickets through its Box Office system and New Era Tickets for Promoter. Borgata will pay promoter the net revenue from the sale of these tickets, if any. Accordingly, Borgata shall retain any ticket fees charged to each ticket and the Promoter will be entitled to the balance of the ticket revenue. Promoter will set all ticket prices to the general public for each event. Ticket revenue shall be paid no later than ten days after the Event, based on the final ticket reconciliation report. Promoter shall be responsible for and pay and file all applicable federal and state taxes, and related tax returns, including specifically the tax required by the State of New Jersey for all tickets sold by Promoter.

5. **The Events for TV.** Promoter warrants that all Events will be televised on PHL 17. All programming will be on a tape delay and the Events will be broadcasted within thirty (30) days of each Event, time being of the essence. Promoter will produce the Events in a first-quality professional manner. Promoter shall maintain the sole and exclusive control over the Events, including but not limited to the details, means and methods of individuals performing services on behalf of Promoter. Borgata will receive extensive exposure from the TV broadcasts as described below. The failure to adhere to the above terms and conditions shall be a material default of this Agreement entitling Borgata to terminate the Agreement upon notice to Promoter without the opportunity to cure, as television exposure on PHL17 is a critical element of consideration for Borgata's entry into this Agreement. In addition, Borgata shall be entitled to be reimbursed by Promoter for any amounts it has paid to Promoter for any Event that is not televised as required and also to be reimbursed for any expenses incurred by Borgata for any such non-televised Event.

6. **Advertising and Promotional Efforts.** Borgata shall have the right to advertise and promote the Events in all media with prior approval from Promoter, which approval will not be unreasonably withheld, delayed or conditioned. Promoter shall the right to advertise and promote the Events in all media with the prior approval from Borgata. In accordance with the above provision, both parties shall be provided the opportunity to proof and approve all media advertising using the others brand name and/or logo.

7. **Labor Agreements.** Promoter covenants and agrees that it will comply with any and all provisions of the labor agreements currently in force with any unions having jurisdiction over the production of the Events.

8. **Representations and Warranties.** Promoter represents and warrants to Borgata as follows:

    a) Promoter has the right, power and authority to enter into this Agreement;

    b) Promoter has or will procure all licenses, permits, visas, registrations and work permits as may be required by any federal, state or local authority or otherwise including specifically a Registration to do business in the State of New Jersey and any Vendor Registration or License required by the New Jersey Casino Control Commission or the New Jersey Division of Gaming Enforcement;

    c) Promoter has not paid, agreed to pay, and will not pay any sum or other considerations to Borgata, its officers, directors, agents, workmen, representatives or employees, in connection whatsoever with this Agreement and hereby represents that no such payment has been requested or solicited by Borgata or its employees and/or representatives; and

    d) Events shall be produced in a first-quality and professional manner.

9. **Insurance/Conditions Precedent.** CFFC, at its sole cost and expense and at all times while an Agreement is in force, or providing goods and services or any subcontractor is performing work on Borgata's premises, shall carry and maintain insurance policies of the following types and of not less than the following amounts reasonably satisfactory to Borgata with a carrier with a current A.M. Best Company rating of at least A.

    The following are the insurance requirements required on your certificate of insurance, which must be received by Borgata upon execution of this Agreement;

General Liability – General Aggregate	$2,000,000
Automobile Coverage – Combined Single Limit	$1,000,000
Employers Liability	$1,000,000
Workers Compensation	Statutory

The Certificate Holder shall read and be sent to: Marina District Development Company, LLC, Attention: Legal Department, 1 Borgata Way, Atlantic City, NJ 08401.

A policy endorsement should be added listing the following as additional insured: Marina District Development Company, LLC, its subsidiaries, affiliated, allied and/or proprietary companies, corporations, trusts, joint ventures and/or partnerships as are now or may hereafter be constituted or acquired.

In the event that CFFC fails to provide to Borgata the above required Certificate of Insurance, in addition to any other remedies available to Borgata, Borgata may withhold any and all payments due hereunder.

10. **Termination.**

    a) Borgata has the right to terminate this Agreement, without further obligation, after the first Event, at its sole and absolute discretion, by providing written notice to Promoter within thirty (30) days after the completion of the first Event.

    b) If either party is in breach of this Agreement, the non-defaulting party may notify the defaulting party in writing specifying the nature of the breach. Upon receipt of such notice, if the breach is curable, the defaulting party shall have a reasonable period of time no greater than five (5) days to cure such breach. If the breach is not cured within that time period, the non-defaulting party may terminate this Agreement by providing the defaulting party with written notice of termination. Any termination under this section is without prejudice to any other remedies which either party may have against the other arising out of such breach or default and will not affect any rights or obligations of either party arising under this Agreement prior to such termination.

11. **Sponsorship Assistance.** Borgata agrees to provide Promoter compensation in the amount of $15,000 per show. Compensation will assist Promoter with providing highly quality production, along with assisting Borgata in the branding of their product by PHL17 (3.5 million households). In addition, Promoter will provide Borgata with a Title Sponsorship that includes:

    - Six (6) :30 second commercials on PHL 17;
    - One (1) :60 second commercial to promote upcoming Borgata events;
    - co-branding on 10 :15 second promotion spots on PHL 17;
    - Open and Closed billboards;
    - 10 Live Audio mentions;
    - Large Logo on Canvas for TV branding/impressions;
    - 4 Corner Pad logos for TV branding / impressions;
    - All weigh-ins to take place on Borgata Property;

- Borgata to be exclusive CFFC location for all pre & post fight events;
- Pay-Per-View internet streams/production provided for every event;
- Other PHL provided services for measuring our exposure including:
  Text to win promotions (800k per show);
  Promo spots;
  Sales snipes for increased ticket sales;
  Measure and report impressions on the website;
  Set up photo gallery on their website; and
  Will stream fights for additional 30 days.
- 150 Complimentary tickets per Event to be distributed by Borgata at its sole and absolute discretion. The complimentary tickets will be comprised of fifty (50) tickets from each of the three (3) ticket prices; and
- Round cards containing only the name and logo of Borgata placed on the back of the round card, and only the Event title sponsor's name and logo (or Promoter's name and logo in the sole discretion of Promoter) on the front (to be of a size that is mutually agreed upon by Borgata and Promoter) of the round card and there will be no other names and logos placed on the round cards. CFFC will select round card girls with the approval of Borgata.

12. **Representations and Warranties**

a) Promoter's Representations and Warranties: Promoter hereby represents, covenants and warrants to Borgata as a material part of the consideration for Borgata entering into the Agreement, as follows: (i) Promoter is a corporation duly organized and validly existing under the laws of the State of California; (ii) the execution of the Agreement has been duly authorized by all necessary corporate action on behalf of Promoter; (iii) Promoter has obtained and currently holds all licenses, permits and approvals of all governmental authorities necessary or appropriate to perform Promoter's obligations under the Agreement; (iv) the Event delivered in connection with the Agreement shall be a first class presentation as determined by the Borgata in its sole and absolute discretion; and (v) neither Promoter (including without limitation (A) Promoter, (B) its officers and directors and (C) any employees, representatives, sub-contractors, sub-Promoters and agents of Promoter involved with the Event or the performance by Promoter under the Agreement) nor the persons and/or entities comprising and/or owning Promoter, through and including the beneficial ownership of Promoter (1) has ever been convicted of, been placed under indictment for, or charged with, any felony or any other crime involving moral turpitude (a "Crime"), or (2) is currently charged with, or under investigation for, any Crime.

b) Borgata's Representations and Warranties: The Borgata hereby represents and warrants to Promoter as follows: (i) Borgata is a corporation duly organized and validly existing under the laws of the State of New Jersey; and (ii) the execution of the Agreement has been duly authorized by all necessary corporate action on behalf of Borgata.

c) Continuing Nature of Representations and Warranties: The representations and warranties contained in **Section 14** are continuing in nature and shall remain true, complete and accurate during the entire term of the Agreement. In the event that one or more of either parties' representations or warranties ceases to be true, complete and accurate at any time during the term of the Agreement, that party shall promptly notify the other party in writing of the failure of such representation or warranty and shall promptly take such action as is necessary to cure such failure. In the event that the representation in **Section 14.1** shall cease to be true, complete and accurate, Borgata shall be entitled, in the exercise of its sole and absolute discretion, to immediately terminate the Agreement. Notwithstanding any other provisions of the Agreement to the contrary, the representations, warranties and covenants set forth in **Section 14** shall survive the termination or expiration of the Agreement.

13. **Miscellaneous**

a) Any amount hereunder which is not paid when due shall bear interest at the rate of one percent (1 %) per month from the date due until paid in full.

b) No party may assign this Agreement, or any portion thereof, without the prior written consent of the other parties.

c) Waiver or failure of any party to insist upon strict and prompt performance of the covenants and agreements contained herein, and the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of its rights thereafter to strictly enforce the same according to the tenor thereof in the event of a continuous or subsequent default by the other party.

d) This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by and enforced under the laws of the State of New Jersey (without giving effect to its conflict of laws principles).

e) Any action to declare or enforce any rights or obligations under this Agreement shall be brought only before a court of competent jurisdiction in Atlantic County, New Jersey. Promoter hereby consents and submits to the jurisdiction of such courts for such purposes and agrees that any notice, complaint or other legal process delivered to promoter shall constitute adequate notice and service of process for all purposes and shall subject Promoter to the jurisdiction of such courts for the purpose of adjudicating any matter relating to this Agreement. In the event that any action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its costs and expenses (including reasonable outside attorneys' fees) of such action.

f) **Waiver of Jury Trial. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

g) This Agreement constitutes the entire understanding and agreement between the parties in connection with the Event and supersedes any and all prior agreements or communications between the parties, whether oral or written, in connection with the Event. Any changes or modifications to this Agreement shall be deemed invalid unless in writing and approved in writing by the parties. No officer, director, employee or representative of either party has any authority to make any representations or promises not contained in this Agreement, and the parties expressly agree that they have not executed this Agreement in reliance on any such representation or promise.

h) If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

i) The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

j) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. Except as specifically provided in this Agreement, this Agreement is not intended to, and shall not, create any rights in any person or entity whatsoever, except the parties hereto.

k) Each party hereto hereby represents and warrants to the other parties that neither it nor any of its respective officers, directors, employees or agents have given or agreed to give any sums, gifts, gratuities or thing of value to any officer, director, employee or agent of any other party hereto secure or maintain the business relationship contemplated by this Agreement.

1) This Agreement is intended only for the benefit of Borgata and Promoter. No other person or entity is intended to be benefited in any way by this Agreement, nor shall this Agreement be enforceable by any other person or entity. There are no third party beneficiaries to this Agreement.

m) This Agreement may be executed in any number of counterparts, each of which when executed and delivered (whether by original or through telecopy signatures) shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages.

n) Confidentiality. All information disclosed by one party to the other in connection with this Agreement shall be treated as confidential information unless it is or becomes publicly available through no fault of the other party, or is later rightfully obtained by the other party from independent sources. Each party's confidential information shall be held in strict confidence by the other party, using the same standard of care as it uses to protect its own confidential information, and shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this Agreement.

o) Indemnification. CFFC shall be responsible for any and all injury or damage to any person and/or property, including loss of life, arising directly from the services or any other obligations hereunder and shall indemnify, protect, defend (with counsel reasonably acceptable to Borgata) and hold Borgata harmless from any and all loss, damage or expense (including reasonable attorneys' fees) from any such injury, damage or death, except as such may be due to the gross negligence or intentional misconduct of Borgata.

p) Intellectual Property Claims: CFFC will indemnify Borgata for its reasonably incurred legal expenses and will defend or settle, at CFFC's option and expense, any legal proceeding brought against Borgata, to the extent that it is based on a claim that CFFC, or any item related to the Event infringes a trade secret, trademark, mask work, copyright or patent. CFFC will pay all such expenses, together with damages and costs awarded by the court which finally determines the case, or are incurred in the settlement thereof, if Borgata: (i) gives written notice of the claim promptly to CFFC; (ii) gives CFFC sole control of the defense and settlement of the claim; (iii) provides to CFFC, at CFFC's expense, all available information and assistance; and (iv) has not compromised or settled such claim. The indemnification contained in this section shall survive the expiration or sooner termination of this Agreement.

q) Compliance with Laws. The parties shall perform all of their respective obligations under this Agreement in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes or orders including without limitation all environmental and labor laws. Without limiting the generality of the foregoing, Promoter shall comply with any and all applicable requirements of the New Jersey Casino Control Act and the regulations promulgated there under, including but not limited to, any licensing requirements imposed thereby. In the event of the failure of Promoter to obtain and/or maintain any applicable licenses and/or in the event of disapproval by the New Jersey Casino Control Commission or New Jersey Division of Gaming Enforcement (the "Gaming Authorities") of this Agreement, this Agreement is subject to termination without liability to Borgata and Borgata shall also have the right to pursue at law compensation for damages it incurs resulting from such failure by Promoter, including seeking reimbursement of any fines imposed by the Gaming Authorities upon Borgata resulting from Promoter's failure to abide by the Gaming Authorities' regulations in connection with this Agreement.

r) Force Majeure. In the event: (a) a reputable physician licensed by the State of New Jersey certifies that any one of the Fighters is mentally or physically disabled to such an extent that a Fighter cannot participate in the Event as scheduled; (b) the Event is delayed or prevented from occurring on the scheduled date by reason of an Act of God, fire, flood, storm, war, public disaster, or any governmental or regulatory enactment, determination or action, regulation or order (a "Force Majeure Event"); or (c) the Event room is materially damaged by a Force Majeure Event or any other cause beyond Promoter's or Borgata's reasonable control, then Promoter shall attempt to reschedule the Event to a date and time reasonably acceptable to Borgata, and Borgata may at its option elect to either (i) cancel this Agreement, in which case neither party shall have any obligation to the other (excepting for the indemnification obligations of Promoter that shall survive the termination of this Agreement), or (ii) accept the rescheduled date, in which case this Agreement shall apply to the rescheduled Event.

s) The parties to the Agreement are acting as independent contractors and independent employers. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture or agency relationship between the parties. Neither party shall have the authority to bind the other party in any respect.

t) The Promoter shall not subcontract any portion of the work contemplated by the Agreement without the prior written consent of Borgata, which consent may be given or withheld in Borgata's sole and absolute discretion. No approval of any subcontract shall relieve Promoter from any of its obligations under the Agreement and Promoter shall continue to be primarily responsible to Borgata for all obligations under the Agreement whether or not subcontracted to an approved subcontractor. The Promoter agrees to require its subcontractors or any other persons furnishing labor to Promoter or its subcontractors in connection with the Agreement to provide, maintain and pay for insurance of the type and (except as Borgata may otherwise approve) in the amounts specified above and furnish to Borgata with certificates thereof in the same manner as required of Promoter.

IN WITNESS WHEREOF, Borgata and CFFC have hereunto set their hands under seal as of the day and year first above written.

MARINA DISTRICT DEVELOPMENT COMPANY, LLC d/b/a Borgata Hotel Casino & Spa

By: /s/ Joe Lupo

Title: SR VP - OPS

Date: 10-22-2014

CFFC PROMOTIONS, LLC

By: /s/ Robert Haydak

Title: CEO

Date: 10/8/14

Addendum

This Addendum made this 1st day of December, 2015, between CFFC Promotions, LLC ("CFFC") and Marina District Development Company, LLC d/b/a Borgata Hotel Casino & Spa (the "Borgata").

WHEREAS, CFFC and Borgata have entered into an Agreement dated October 8, 2014, for the purpose of presenting Pro Mixed Martial Arts bouts at Borgata (the "Agreement"):

WHEREAS, the purpose of this Addendum is to make certain additions and modifications to the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Term:** The term of the Agreement shall be extended for one year commencing January 1, 2016 and terminating on December 31, 2016.

2. **The Events.** Subject to the terms and conditions of this Agreement, CFFC shall hold four (4) Events at Borgata in 2016. In addition, CFFC shall have the opportunity to hold up to four (4) Amateur fights at Borgata in 2016, with no guaranteed minimum, based on Borgata availability and mutually agreeable dates.

3. **Sponsorship Assistance.** Borgata agrees to provide CFFC compensation in the amount of $15,000 per Event and $7,500 per Amateur fight.

4. **Terms and Conditions:** All other terms and conditions of the Agreement shall remain in full force and effect.

5. **Conflicts:** In the event of conflicts between provisions of the Agreement and provisions of this Addendum, this Addendum shall control.

This Addendum shall not be effective or binding to on either party until it is signed by an authorized representative of both parties.

CFFC PROMOTIONS, LLC		**MARINA DISTRICT DEVELOPMENT COMPANY, LLC d/b/a Borgata Hotel Casino & Spa**	
By:	/s/[ILLEGIBLE]	By:	/s/[ILLEGIBLE]
Title:	President/CEO	Title:	SR VP - OPS
Date:	12/1/15	Date:	12-11-2015

Exhibit 10.16

PROGRAMMING AGREEMENT

This programming agreement (the "Agreement"), effective as of January 14, 2016 (the "Effective Date"), is between CSTV Networks, Inc., d/b/a CBS Sports Network ("CBSSN"), with offices at 51 West 52nd Street, 24th Floor, New York, New York 10019, and CFFC Promotions, LLC ("CFFC"), a New Jersey limited liability company with offices at 416 Kings Highway East, Haddonfield, New Jersey 08033.

A. WHEREAS, CFFC intends to produce for telecast certain programming featuring certain mixed martial arts events, as further defined below; and

B. WHEREAS, CFFC is the sole and exclusive owner of any and all media rights worldwide to such programming; and

C. WHEREAS, CBSSN is engaged in the business of telecasting sporting events and related programming in all media, including, without limitation, through its television network, CBS Sports Network (the "Network").

NOW THEREFORE, the parties hereto agree as follows:

1. Events.

1.1. As used herein, the "Events" are a minimum of eight (8) mixed martial arts events taking place in 2016 as part of the Cage Fury fighting series.

1.2. Each Event includes all press conferences and pre- or post-Event activities and entertainment surrounding the Event. CFFC is the sole and exclusive owner of any and all media rights worldwide to each Event.

1.3. CFFC shall meaningfully consult with CBSSN with respect to the participating fighters for each Event, with each fighter subject to CBSSN's prior written approval.

2. Program(s) Production.

2.1. Programs. CFFC shall produce and deliver to CBSSN one (1) fully-produced two (2) hour program of each Event, each formatted in fourteen (14) segments, totaling eighty-eight (88) minutes of content per program (each, a "Program," collectively, the "Programs"). Each Program must be produced in high definition 1080i (16x9) format, in accordance with ATSC standards, with CBSSN Graphics (as hereinafter defined) and closed captioning, and formatted for commercial breaks as directed by CBSSN. The Programs will primarily feature coverage of the applicable Event, as well as location footage, behind-the-scenes footage, interviews with participants, lead-ins, intros, and similar elements produced or caused to be produced by CFFC. CBSSN may add any of its own elements to the Programs, such as the Network bug, lead-ins, intros and similar elements (collectively, the "CBSSN Materials") at its own expense and discretion.

2.2. Ancillary Materials. The Programs may also include ancillary materials owned or controlled by CFFC, including classic and historic footage and/or interviews and highlights, including announcer voices, music, and interviews (the "CFFC Ancillary Materials"). CFFC shall fully clear any CFFC Ancillary Materials incorporated into the Programs for use as contemplated in this Agreement.

2.3. Production Company. CFFC shall cause a production company which has been pre-approved by CBSSN (the "Production Company") to produce the Programs pursuant to CBSSN's production standards and production and delivery requirements.

2.4. Costs. CFFC is solely responsible for any and all production costs in connection with the Programs, including, without limitation, any and all delivery costs associated with the delivery of the Programs to CBSSN, any and all clearances of third-party content, and talent fees.

3. Territory. The licensed territory is the United States, its territories and possessions, and Canada (the "Territory").

4. Term; Negotiation Period; Right to Match.

4.1. Term. This Agreement is binding as of the Effective Date and continues in in full force and effect in perpetuity (the "Term"), provided that CBSSN's rights to each Program as set forth below will only be exclusive during such Program's Exclusive Window (defined below).

4.2. Negotiation Period. CBSSN has the exclusive right of first negotiation and first refusal with respect to a new agreement for the rights to Events in connection with the 2017 Cage Fury fighting series (the "Future Rights"), exercised by providing written notice to CFFC by September 1, 2016. Upon CFFC's receipt of such written notice, the parties shall negotiate exclusively, confidentially and in good faith the terms of such new agreement for a period of sixty (60) days (the "Negotiation Period"). CFFC shall not negotiate with any third parties for Future Rights prior to or during the Negotiation Period. CFFC shall not discuss the Future Rights and/or any other term(s) of this Agreement with any third-party prior to or during the Negotiation Period. The parties shall act in good faith during the Negotiation Period.

4.3. Offer and Re-Offer. In the event the parties do not reach an agreement for the Future Rights within the Negotiation Period, then CFFC shall make a written offer (the "Offer") within three (3) days thereafter to CBSSN of the terms on which it is willing to license such Future Rights to CBSSN. If CBSSN does not accept the Offer within ten (10) business days of its receipt of the Offer, CFFC may negotiate with third parties regarding the Future Rights; provided that CFFC shall not enter into an agreement with any third-party for the Future Rights without first offering to CBSSN in writing the same terms as offered to such third-party (the "Re-Offer"). CBSSN shall accept or reject the Re-Offer within seven (7) business days after its receipt of the Re-Offer. In accepting an Offer or Re-Offer, CBSSN will not be required to comply with any term or condition that imposes any obligation with which CBSSN cannot comply because of impracticability, impossibility or conflicting contractual commitment.

5. Grant of Rights. CFFC hereby grants to CBSSN the following irrevocable rights in the Territory:

5.1. Telecast Rights. With respect to each Program, CFFC grants to CBSSN an irrevocable right and license, exclusive during the Exclusive Window and non-exclusive thereafter, to telecast, exhibit, distribute, and license for transmission and distribution the Program, and any material included in the Program, in any and all media, technology, and distribution methods, including over any form of television, interactive, and online media (whether currently existing or hereafter developed), including, without limitation, over-the-air and any type of satellite or cable television or comparable technology whether by CATV (community antenna television), MDS (multipoint distribution systems), MMDS (multichannel multipoint distribution systems), DBS (direct broadcast satellite), STV (subscription television), TVRO (television receive-only), SMATV (single master antenna television), VOD (Video on Demand), SVOD (subscription video on demand) and/or VDT (Video Dial Tone), as well as Internet and broadband, including both audio and audiovisual rights (all such rights collectively referred to herein as the right to "Telecast"), in whole or in part, alone or in combination with other materials, whether currently existing or hereafter developed.

5.2. Exclusive Window. The "Exclusive Window" for each Program is the period starting with CBSSN's initial Telecast of the applicable Program on the Network and continuing for a period of thirty (30) days thereafter.

5.3. Excerpt Rights. CBSSN may use and Telecast in perpetuity Event Highlights (defined below) and excerpts from CFFC Ancillary Materials, in new programming produced for Telecast (including, without limitation, news, review, retrospective and awards programming, and original productions) and in connection with advertising, marketing, sales, research, and promotion of the Programs and/or the Network. "Event Highlights" are live look-ins and in-progress video highlights, as well as video recorded, taped, filmed or audio excerpts from the Programs and/or any portion of any Event, including all announcer voices, music, and interviews. At no cost to CBSSN, CFFC shall provide CBSSN with any and all Event Highlights and CFFC Ancillary Materials requested by CBSSN in connection with the foregoing.

5.4. Exclusivity. With respect to each Program, CBSSN's rights to such Program and its corresponding Event are exclusive in all media during the Exclusive Window. CFFC shall not and has not granted to any third-party any of the rights granted to CBSSN hereunder, including, without limitation, the right to Telecast any part of any Program during its Exclusive Window, without CBSSN's prior written approval. CBSSN's Telecast rights to the CFFC Ancillary Materials are non-exclusive.

5.5. CFFC's Retained Rights. The rights granted by CFFC to CBSSN herein are subject to CFFC retaining the right to exploit each Program, after such Program's Exclusive Window, via CFFC's owned or operated digital media platforms (e.g., cffc.tv).

6. Payment Obligations.

6.1. In consideration of the rights and licenses granted to CFFC hereunder, CFFC shall pay CBSSN an amount of Four Thousand U.S. Dollars ($4,000) per Program for a total of at least Thirty-Two Thousand U.S. Dollars ($32,000), due and payable at least thirty (30) days prior to the date of the corresponding Event.

6.2. Each payment must be made by check payable to "CBS Sports Network" and sent to P.O. Box 13728, New York, New York 10087-3728. Past due payments will bear interest at the maximum interest rate permissible under law.

7. Copyright. CFFC at all times and in perpetuity owns the copyright in and to the Programs, provided, however, that CBSSN owns, and the foregoing expressly excludes, any and all CBSSN Materials and CBSSN Graphics included within each Program.

8. Exhibitions and Scheduling. CBSSN has the right to an unlimited number of Telecasts of each Program and the elements thereof during such Program's Telecast Window, on dates and at times scheduled by CBSSN in its sole discretion in each instance. Notwithstanding the foregoing, CBSSN shall air each Program on the Network at least two (2) times during its Exclusive Window (each, a "Guaranteed Telecast," collectively, the "Guaranteed Telecasts") on specific day and time slots to be determined by CBSSN in its sole discretion. Notwithstanding the foregoing, CBSSN acknowledges and agrees that the initial Telecast of each Program will be scheduled between the hours of 7:00 p.m. E.T. and 11:00 p.m. E.T.

9. Program Production/Deliverables. In addition to CFFC's obligations otherwise set forth in this Agreement, CFFC shall do the following at its sole cost and expense:

9.1. Unless otherwise agreed upon by the parties, deliver to CBSSN each Program within seven (7) days following the conclusion of its corresponding Event, as follows: (i) one (1) mixed/graphiced copy of each Program, to be delivered to Encompass Media, Attn: Scott Criscuolo, 250 Harbor Drive, 4th Floor, Stamford, Connecticut 06902 (or as otherwise directed by CBSSN) on HD Cam; (ii) one (1) mixed/graphiced copy of each Program on XD Cam, HD Cam, or Hard Drive, to be delivered to CBSSN, Attention: Greg Trager, 51 West 52nd Street, 24th Floor, New York, New York 10019; and, (iii) one (1) split/clean copy (with all tracks split out and lower third insert graphics removed) of each Program dropped to CBSSN's DALET system, as directed by CBSSN.

9.2. Consult with CBSSN regarding talent, with all talent subject to CBSSN's prior written approval;

9.3. Appoint a Coordinating Producer to be responsible for communicating any and all production requirements to the production team, including, without limitation, the look and feel of the Programs, ensuring that each Program is produced at a level that meets or exceeds CBSSN's production quality requirements;

9.4. Clear all elements included within each Program for Telecast by CBSSN as set forth herein, including, without limitation, the rights to use the names, voices and likenesses of the participants, announcers, and other talent, as well as sponsor logos, any branding appearing in each Program, and any music, footage, photographs, and performances included in each Program; and

9.5. Secure and deliver to CBSSN music cue sheets for any music used in each Program, and signed releases and/or licenses with respect to any footage and/or photographs used in the Programs.

10. Commercial Inventory; Billboards; Sponsorships; Sponsored Elements; Additional Commercial Inventory.

10.1. Commercial Inventory. CBSSN retains any and all commercial and promotional inventory in each Telecast of each Program. Notwithstanding the foregoing, CBSSN shall provide CFFC with four (4) thirty-second (00:00:30) units of commercial inventory in each Guaranteed Telecast of each Program, for use by the applicable Program's designated national sponsors, with a maximum of three (3) commercial units allocated to the same advertiser per hour and with no advertiser receiving category exclusivity. CFFC acknowledges and agrees that all commercial units supplied by CFFC are subject to CBSSN's standards and practices and prior written approval. Each party retains the proceeds from its sale of commercial inventory. Placement of each commercial unit is subject to CBSSN's sole discretion in each instance. CFFC shall deliver all commercial units to CBSSN (attention: Traffic Manager, 555 West 57th Street, 18th Floor, New York, New York 10019) on digibeta, 16x9 format, no later than three (3) weeks prior to the initial Telecast of the applicable Program on the Network. In the event that CFFC is unable to deliver the applicable commercial units in accordance with the terms set forth herein, CFFC acknowledges and agrees that it will forfeit any and all rights to such commercial units and will receive no further consideration in this regard.

10.2. Billboards. CBSSN shall provide CFFC with two (2) in-program billboards in each Program for use by the applicable Program's designated national sponsors. Each billboard will include a graphic and an on-air read, with no advertiser receiving category exclusivity. Each billboard supplied by CFFC is subject to CBSSN's standards and practices and CBSSN's prior written approval. Placement of each billboard will be determined by CBSSN in its sole discretion. CFFC shall deliver the creative for the billboards to CBSSN no later than three (3) weeks prior to the initial Telecast of the applicable Program. In the event that CFFC is unable to deliver the creative for the billboards in accordance with the terms set forth herein, CFFC acknowledges and agrees that it will forfeit any and all rights to such billboard positions and will receive no further consideration in this regard. CBSSN retains the unfettered right to sell separately or packaged with commercial inventory all remaining in-Program billboards in each Program.

10.3. Sponsorships.

10.3.1. CFFC has the exclusive right to sell the title sponsorship in and to each Program. CBSSN has the exclusive right to sell the presenting sponsorship in and to each Program. Each party has the right to sell additional sponsorships in and to the Programs to third parties; provided, however, that each party shall consult with the other party prior to entering into any such arrangement to ensure that any such sponsor will not conflict with any other Program sponsor. All Event and/or Program sponsors, including the title sponsor, are subject to CBSSN's prior written approval, not to be unreasonably withheld or delayed. Each party retains the proceeds received by it in connection with sponsorship sales.

10.3.2. The parties acknowledge that certain Events may take place at casinos and such casinos may receive exposure in their corresponding Programs, which may include, without limitation, verbal mentions, "beauty shots," and/or camera visible signage featuring the entertainment versions of such properties that specifically exclude any references to gambling, adult entertainment and/or the properties as being casinos except when referencing the full name of each venue. Notwithstanding the foregoing, CFFC acknowledges and agrees that no such exposure may be in the form of separate features, segments or vignettes.

10.4. Sponsored Elements. CBSSN shall provide CFFC with one (1) in-Program sponsored element in each Program for use by the Program's designated national sponsors. Each sponsored element supplied by CFFC is subject to CBSSN's standards and practices and CBSSN's prior written approval. Placement of each sponsored element will be determined by CBSSN in its sole discretion. CFFC shall deliver the creative for each sponsored element to CBSSN no later than three (3) weeks prior to the initial Telecast of the applicable Program. In the event that CFFC is unable to deliver the creative for the sponsored elements in accordance with the terms set forth herein, CFFC acknowledges and agrees that it will forfeit any and all rights to such sponsored elements and will receive no further consideration in this regard. CBSSN retains the unfettered right to sell separately or packaged with commercial inventory all remaining in-Program sponsored elements in each Program.

10.5. Additional Commercial Inventory. Subject to availability in each instance, CFFC may purchase additional thirty-second (00:00:30) units of commercial inventory (each, an "Additional Unit," collectively, the "Additional Units") in each Guaranteed Telecast of each Program on the Network, at a rate of Seven Hundred Fifty U.S. Dollars ($750) per unit, such Additional Unit(s), if any, for use by the Event's designated national sponsors. Any amount(s) due and payable to CBSSN in connection with CFFC's purchase of Additional Units must be paid in full within thirty (30) days of CFFC's receipt of an invoice for the same. Any Additional Units purchased by CFFC in connection with this Section 10.5 will be subject to the terms and conditions governing commercial inventory, as set forth in Subsections 10.1 above.

11. On-Site Signage. CFFC will not display or permit any third-party to display at the venue for any Event any visible signs, billboards or other display or public announcement for any competitor of CBSSN and CBS Sports (including, without limitation, any television network or video programming service; radio station or network; distribution service; Internet website, service or portal that competes with CBSSports.com or CBSSportsnetwork.com; or any other entity engaged in a business competitive with any business engaged in by CBSSN and/or its parent or affiliated companies) without CBSSN's prior written consent. CFFC shall use commercially reasonable efforts to prevent any person attending the Events from displaying a sign or making an announcement that would violate this Section 11.

12. Promotion and Marketing Support. CFFC shall cooperate with CBSSN on the marketing and promotion plan for CBSSN and its Telecast of the Programs. CFFC shall provide to CBSSN at no cost, the following: (i) on-site marketing and promotional inventory including, without limitation camera-visible arena signage (no fewer than six (6) camera visible banners for CBSSN, which banners will be at least as large and as prominently displayed as any other banners); (ii) CBSSN branding within all Event-related media, Event-related print materials and publications; (iii) Event-related promotional opportunities; (iv) mutually agreed upon Event-related press releases; (v) tickets (to include at least twenty (20) tickets for each Event, as requested by CBSSN) and hospitality; and (vi) such other mutually agreed upon inventory. Furthermore, CFFC shall include a link from the Event website's home page and/or CFFC's website home page, as applicable, to CBSSN's designated website. CBSSN has the right to use the marks, logos and other intellectual property of CFFC and of the Events in connection with the marketing and promotion of CBSSN in routine promotional material. In addition, CFFC shall designate CBSSN as the "Official Television Partner" of the Events in all Event-related press releases and on other Event-related advertising and promotional materials.

13. Publicity. CFFC grants to CBSSN the right to Telecast and authorize third parties to Telecast advertising and publicity in connection with any Event, the Programs, the Event, and the Network, including the names, photographs, likenesses, acts, poses, voices and other sound effects of the participants, their teams, and CFFC, the logos of such teams, sponsors, and all other persons rendering services in connection with the Programs.

14. CFFC Trademarks; CBSSN Graphics and CBSSN Materials.

14.1. CFFC Trademarks. CFFC hereby licenses to CBSSN the right to use the trademarks, service marks, logos, copyrights and related rights owned or controlled by CFFC, the Event, Event sponsors, and the participating teams in connection with its Telecast of the Programs and further in connection with its advertising and promotional efforts for the Programs and/or the Network.

14.2. CBSSN Graphics and CBSSN Materials. CBSSN shall provide CFFC with a complete CBS Sports Spectacular graphics package or other CBSSN graphic package, as determined by CBSN in its sole discretion, for use in the Programs on the Network (the "CBSN Graphics"). Except as contemplated under this Agreement, CFFC has no other rights in and to the CBSSN Graphics or the CBSSN Materials. CFFC acknowledges and agrees that it shall not combine any other graphic elements with the CBSSN Graphics or CBSSN Materials, shall not alter the CBSSN Graphics or CBSSN Materials in any manner, including proportions, font, design, arrangement, colors or elements nor may it morph or otherwise distort the CBSSN Graphics or CBSSN Materials in perspective or appearance. CFFC further acknowledges and agrees that the CBSSN Graphics and CBSSN Materials and/or any portion thereof may not be used in any offensive, vulgar, sexually explicit, obscene, defamatory or otherwise objectionable manner, as determined by CBSSN in its sole discretion. CFFC has a limited non-exclusive, non-transferable and non-sublicensable right during to use and display the CBSSN Graphics and CBSSN Materials solely in connection with the Programs under this Agreement and subject to the guidelines and restrictions as provided by CBSSN. All uses of the CBSSN Graphics and CBSSN Materials shall inure to the benefit of CBSSN and CFFC shall not at any time acquire any right, title or interest in the CBSSN Graphics or CBSSN Materials, or the goodwill associated therewith, by virtue of such use, except the right to use the same as expressly provided. CFFC shall not do anything that would impair CBSSN's rights in the CBSSN Graphics and/or CBSSN Materials licensed hereunder.

15. Press Announcement. CBSSN and CFFC may issue a joint press release announcing CBSSN as CFFC's Official Television Partner of the Event. The text of such press release is subject to both parties' written approval prior to any public release, which will not be unreasonably withheld by either party. CFFC shall not issue any other press release regarding the subject matter of this Agreement without first obtaining CBSSN's prior written approval.

16. Representations and Warranties.

16.1. CFFC represents and warrants to CBSSN as follows:

16.1.1. It has the right to enter into and perform this Agreement and grant the rights granted herein; it has taken all necessary action to authorize the execution and delivery of this Agreement; and this Agreement does not and will not violate any provisions of any other Agreement to which it is a party;

16.1.2. It has secured insurance coverage as set forth in and in accordance with Section 18 below;

16.1.3. Any employee, freelance or contract worker, consultant or other person CFFC retains in connection with its performance of its obligations hereunder, including, without limitation, the Production Company, have received, or will receive, all necessary training to perform the tasks to which they are assigned, and will comply with all reasonable and customary health and safety standards in performing their obligations;

16.1.4. It is the sole and exclusive owner or licensee of any and all media rights worldwide to each Program and each Event;

16.1.5. There are, and will be, no claims, liens, encumbrances or rights of any nature in or to the Licensed Footage or any part thereof which can or will impair or interfere with the rights, privileges or licenses of CBSSN hereunder. "Licensed Footage" is defined as the Programs, the CFFC Ancillary Materials, and each and every element thereof exclusive of CBSSN materials;

16.1.6. The use and exhibition of the Licensed Footage and each and every part thereof, including the sounds and music synchronized therewith, and the exercise of any right herein granted to CBSSN, will not violate or infringe upon the trademark, trade name, copyright, patent, literary, dramatic, music, artistic, personal, private, contract, civil or property right, right of privacy or publicity, or any other right of any person or constitute a defamation of any person, and the Licensed Footage will not contain any unlawful or censorable material;

16.1.7. It has not and will not sell, assign, transfer, convey or hypothecate to any person or company, any right, title, or interest in or to the Licensed Footage, or any of the other rights granted to CBSSN except as otherwise permitted hereunder;

16.1.8. It will ensure that no on-site signage at any Event and no Program content, commercial units, billboards or sponsored placements provided or controlled by CFFC will contain any content or advertise any products or services that are obscene or indecent, including, without limitation, any content or advertisements related to hard alcohol, tobacco, firearms, weapons, political campaigns, political and/or social cause messaging, gambling or sexual pharmaceuticals;

16.1.9. No lawsuits are, or will be, threatened or pending in connection with the Licensed Footage; and

16.1.10. It will comply with all applicable laws, rules, and regulations.

16.2. CBSSN represents and warrants to CFFC as follows:

16.2.1. It has the right to enter into and perform this Agreement;

16.2.2. It has taken all necessary action to authorize the execution and delivery of this Agreement; and

16.2.3. This Agreement does not and will not violate any other agreement to which it is a party.

17. Indemnification: Limitation of Liability.

17.1. CFFC shall indemnify, defend, and hold CBSSN and its affiliates, exhibitors, assignees, licensees, and its respective directors, officers, and employees (collectively the "CBSSN Indemnified Party(ies)") harmless against any and all liabilities, losses, damages, demands, claims, causes of action, costs and expenses (including reasonable third-party attorneys' fees) ("Losses") arising out of or related to CFFC's activities including without limitation, breach of this Agreement *(i.e.,* any action or lack of action inconsistent with any agreement, representation, grant, warranty or obligation made or assumed by CFFC hereunder), claims based upon defamation, invasion of the right of privacy, misappropriation of likeness, misrepresentation or infringement of copyright, patent, trademark, service mark, or trade name at any and all times. If any claim covered by the foregoing is asserted against CBSSN Indemnified Party(ies) by a third-party, such CBSSN Indemnified Party(ies) shall promptly give CFFC notice thereof and give CFFC an opportunity to assume full control of the defense thereof.

The CBSSN Indemnified Party(ies) shall extend its full cooperation in connection with such defense, subject to reimbursement for actual out-of-pocket expenses incurred by such CBSSN Indemnified Party(ies) as a result of a request by CFFC. Any CBSSN Indemnified Party has the right to assume the defense of any claim for which CFFC is obligated to indemnify, at its own risk and expense, and CFFC shall be bound by the results obtained with respect to such claim, provided that CBSSN shall not settle any such claim without CFFC's prior written approval, such approval not to be unreasonably withheld or delayed. Score will be liable to such CBSSN Indemnified Party(ies) for any successful action to enforce the indemnification rights hereunder, including, without limitation, reasonable attorney fees. If CFFC assumes the defense of any such claim, CFFC shall use legal counsel pre-approved by CBSSN, and CFFC cannot settle any such claim without the prior, written approval of such CBSSN Indemnified Party(ies). CBSSN shall indemnify, defend and hold CFFC and its affiliates, assignees, and its respective directors, officers, and employees harmless against any and all Losses arising out of or related to CBSSN's material breach of this Agreement. This section survives the expiration or termination of this Agreement.

17.2. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUES, PROFITS, USE, GOODWILL, MARKET SHARE OR BUSINESS OPPORTUNITY, IN CONNECTION WITH ANY CLAIM OR ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, EXCEPT IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN WHICH CASE THE LIMITATION OF LIABILITY SET FORTH HEREIN WILL NOT APPLY.

18. Insurance. CFFC shall secure an industry-standard package of insurance applicable to each Event and each Program (including, without limitation, E&O insurance, property insurance, and general liability insurance) each having a minimum limit of $3,000,000 per claim, $5,000,000 in the aggregate, and naming both CBSSN and CBS Corporation as additional insureds thereon. CFFC shall furnish Certificates of Insurance in accordance with the foregoing. The coverage must be primary and not have a deductible of more than $5,000 per occurrence, and any insurance maintained by CBSSN is in excess of and not contributing to or with any insurance provided by CFFC.

19. Compliance with Law; FCC Regulations. CFFC covenants, warrants and represents that each Program will comply with all applicable federal, state and local laws, rules and regulations, including, without limitation, the rules and regulations of the Federal Communications Commission ("FCC"). Reference is hereby made to Section 507 of the Federal Communications Act, as codified and amended (the "Act"), which makes it a criminal offense for any person to accept or pay, or agree to accept or pay, any money, services or other valuable consideration for the inclusion of any material in a television program or plug a product or services in such television program without publicly disclosing the fact of such payment or plug agreement (otherwise known as the "payola" and "plugola" rules). CFFC hereby acknowledges that it is familiar with the requirements of the Act; and CFFC hereby covenants, warrants and represents that neither it nor the Production Company has (i) accepted (and will not accept) payment of any money, (ii) provided (and will not provide) services, or (iii) or provided (and will not provide) any other valuable consideration, for the inclusion of any material in the Programs or plug a product or services in the Programs, including, without limitation, the name or trademark of any person, product or service, without written notice to CBSSN and without adequate disclosure as required by the Act and the rules and regulations of the FCC. This section survives the termination of this Agreement.

20. Satisfaction. CFFC shall perform, and cause the Production Company to perform, its services to the full limit of its talents and capabilities and in accordance with CBSSN's instructions and directions in all matters, including those involving artistic taste and judgment. Any obligations of CBSSN hereunder, including without limitation any obligations to Telecast the Programs, are subject to CBSSN's sole satisfaction with the Programs.

21. Force Majeure. Notwithstanding anything herein contained to the contrary, neither party is liable to the other for damages due to a failure to perform hereunder caused by any cause beyond its reasonable control, including, without limitation, natural disaster, accident, casualty, labor controversy, civil disturbance, embargo, war, threat of war, act or threat of terrorism, act of God, any government ordinance or law, the issuance of any executive or judicial order or judgment, or any failure or delay with respect to any electrical or sound equipment or transmission equipment or apparatus (collectively "Force Majeure Events"). In the event CFFC is delayed in the performance of any of its obligations hereunder for any such cause beyond its reasonable control, then such performance shall take place thereafter as is reasonably practicable.

22. Termination. CBSSN has the right to terminate this Agreement: (i) upon notice or discovery of an event of an incurable material breach by CFFC; or (ii) in the event of a curable material breach by CFFC which is not cured by CFFC within fifteen (15) business days after written notice thereof. Further, CBSSN may terminate this Agreement at any time if it decides to discontinue the distribution of the Network.

23. Miscellaneous.

    23.1. Relationship. The provisions of this Agreement are for the exclusive benefit of the parties hereto and CBSSN's transferees and assigns, and no third-party is the beneficiary of, or has any rights by virtue of, this Agreement. Neither party is, nor may hold itself out as, the agent of the other or as joint venturers under this Agreement. The relationship between the parties is at all times that of independent contracting parties. Each party is fully responsible for all persons and entities it employs or retains, unless otherwise specifically provided in this Agreement.

23.2. Severability; Waiver. The invalidity under applicable law of any provision of this Agreement does not affect the validity of any other provision of this Agreement, and in the event that any provision hereof is determined to be invalid or otherwise illegal, this Agreement remains effective and is construed in accordance with its terms as if the invalid or illegal provision were not contained herein. Any waiver of any provision of this Agreement must be in writing and signed by the party whose rights are being waived. No waiver of any breach of any provision hereof is or will be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any breach will not be construed as a waiver of such breach.

23.3. Notices. All notices and other communications required under this Agreement must be in writing and deemed duly given if (i) delivered personally or via email, (ii) mailed by certified or registered mail with postage prepaid, or (iii) sent by next-day or overnight mail or delivery. All such notices are deemed given on the date actually delivered (except if such date is a Saturday, Sunday or legal holiday, in which case it is deemed given on the next business day). If a party delivers any notice to the other party in a manner which does not comply with this section, then the notice is not deemed delivered until such notice complies with this section. Each parties' address(es) for notice(s) is/are as follows:

If to CBSSN:	CBS Sports Network 51 West 52nd Street, 24th Floor New York, New York 10019 Attn: EVP, Programming
Copy to:	CBS Sports Network 51 West 52nd Street, 1345 Building New York, New York 10019 Attn: VP and Associate General Counsel Email: csnlegal@cbs.com
If to CFFC:	CFFC Promotions, LLC 416 Kings Highway East Haddonfield, New Jersey 08033 Attn: Robert J. Haydak Jr. Email:

23.4. Confidentiality.

23.4.1. This Agreement and any Confidential Information disclosed by one party to the other party in accordance with the Agreement will be and remain confidential between the parties and neither of the parties shall reveal such Confidential Information to any third-party other than their respective employees, accountants, attorneys, consultants and financial advisors, in all cases, on a need-to-know basis and provided that such persons agree in writing to comply with the confidentiality obligations of this Section 23.4, except (i) as required by law, including, without limitation, to the extent necessary to comply with Securities and Exchange Commission or similar disclosure requirements; (ii) to the extent necessary (redacted to the greatest extent possible) to comply with law or with the valid order of an administrative agency or a court of competent jurisdiction; *provided, however,* that (A) the disclosing party notifies the other party in writing as promptly as practicable of any request, demand, motion, petition, or application seeking such disclosure (and, in all cases, prior to making such disclosure), (B) the disclosing party contests such disclosure and seeks confidential treatment of such information to the extent that it is disclosed; and (C) if the disclosing party is CFFC, CFFC shall provide CBSSN with all reasonably requested assistance in contesting such disclosure; or (iii) to enforce its rights pursuant to this Agreement.

23.4.2. "Confidential Information" means all non-public information disclosed by one party to the other in connection with this Agreement and the financial and other terms and provisions of this Agreement. For the avoidance of doubt, any information relating to or disclosed in the course of negotiating and implementing this Agreement, which is, or should be reasonably understood to be, confidential or proprietary to the disclosing party, is Confidential Information and subject to the restrictions set forth hereunder. Confidential Information shall not include information that (i) is or becomes generally available to the public other than (A) as a result of a disclosure, in violation of this Agreement, or (B) in violation of a confidentiality obligation to the party who owns such Confidential Information which violation is known to the recipient of such Confidential Information ("Recipient"); (ii) is or becomes available to the Recipient on a non-confidential basis from a source that, to the knowledge of the Recipient, is entitled to disclose it; (iii) was known to the Recipient prior to its disclosure to it by the other party; or (iv) is verifiably developed by the Recipient without the benefit of the information provided by the other party.

23.4.3. Notwithstanding the foregoing, CBSSN may disclose the terms hereof to any parent or sister company who will be under the same confidentiality obligations as detailed herein. This section survives the termination of this Agreement.

23.5. Assignment. CFFC shall not assign this Agreement or any right under this Agreement and shall not delegate any obligation under this Agreement. Any attempted assignment or delegation by CFFC is void. CBSSN may assign this Agreement or any right under this Agreement or delegate any obligation under this Agreement. This Agreement binds and benefits the parties and, in the case of CBSSN, its successors and assigns.

23.6. Attorneys' Fees. In the event that a court proceeding, mediation and/or arbitration to enforce or interpret the provisions of this Agreement occurs, then the prevailing party shall be entitled to recover from the non-prevailing party, its direct costs, including reasonable third-party attorneys' fees and costs.

23.7. Construction. This Agreement is deemed made, construed and interpreted under the laws of the State of New York applicable to contracts entered into and performed in New York, without regard to the choice or conflict of law rules of New York or any other jurisdiction. Each party hereby irrevocably and unconditionally submits to the general jurisdiction of the federal and state courts located in in New York County and agrees that any action or proceeding concerning this Agreement will be brought exclusively in such courts. This section will survive the expiration or termination of this Agreement.

23.8. Recitals. Recitals A, B, and C above are hereby incorporated herein by this reference.

23.9. Entire Agreement; Amendments. This Agreement supersedes and cancels all prior negotiations, writings and understandings between the parties, and contains all of the terms of the agreement between parties in connection with the subject matter contemplated herein. This Agreement may not be modified except in a writing executed by both parties hereto.

[SIGNATURE PAGE TO FOLLOW]

This Agreement is hereby executed by a duly authorized representative of each party as of the Effective Date.

CSTV NETWORKS, INC., d/b/a CBS SPORTS NETWORK	**CFFC PROMOTIONS, LLC**
Signature: /s/ Ethan J. Tyer	Signature: /s/ Michael Constantino
Ethan J. Tyer	Michael Constantino
VP & Associate General Counsel	President
Date: 01/20/2016	Date: 1/20/16

Exhibit 10.17

AGREEMENT

This Agreement (the "Agreement") is entered into effective as of April 28, 2016 (the "Effective Date") by and between Hoosier Fight Club Promotions (the "Company") and C3 PPS, Inc. ("Purchaser") on behalf of Caesars Entertainment Corp. ("Casino"). In this Agreement, "Company Parties" means the Company, the Artist(s), and their respective employees, contractors, agents, representatives, performers, exhibitors, guests, and invitees. In this Agreement, "Purchaser Parties" means the Purchaser, the Casino, and their respective officers, directors, members, managers, employees, affiliates, representatives and agents.

1. Purpose and Scope.

(a) The purpose and scope of this Agreement shall be limited strictly to all functions and acts necessary for promoting and conducting the HFC (the "Event") at the Venue as stated on "Exhibit A" attached to this Agreement. To the extent a term is undefined in this Agreement, but is defined in Exhibit A, the term has the meaning stated on Exhibit A.

(b) The Company represents and warrants that it has experience promoting events comparable to the Event and has the authority to book the Artist(s)/Talent (if applicable as stated on Exhibit A) for the Event. The Company will provide the services delegated to Company as stated on the attached Exhibit A (the "Company Services") and Purchaser (on behalf of Casino) will provide the services delegated to Purchaser/Casino (the "Purchaser Services") as stated on Exhibit A. Company is responsible for all aspects of the Event not assigned to Purchaser/Casino under this Agreement and Exhibit A.

(c) Company may not use any vendors or third parties for services at the Venue without first obtaining Casino's consent. Unless otherwise stated on Exhibit A, Company will not: (i) have any control over the sale or distribution of food or beverage products in or around the Venue at any time, including during the Event; or (ii) have or assert any right to share in the revenues or receipts from such food and/or beverage concessions and all such revenues and receipts will be retained by Casino.

2. Payment.

(a) As consideration for the Company Services, Purchaser will pay Company the amount listed on Exhibit A. Purchaser is not liable for any other fees or expenses for the Event unless Purchaser has agreed to such amount in a written document signed by Purchaser. Company will pay all "out-of-pocket" expenses, and will not be entitled to reimbursement from Purchaser unless Purchaser agrees in writing to pay the expenses.

(b) Purchaser is not liable for any fees, costs, or other charges if the Event is not held for any reason, including artist cancellation. Purchaser will not pay any amount (including a deposit) to the Company until Purchaser has a signed contract and all required paperwork (including insurance) from the Company.

Payment for Company Services:
Not to exceed quoted amount stated on Exhibit A.

3. Term and Termination.

(a) The term of this Agreement (the "Term") commences on the Effective Date and continues until 30 days after completion of the Event or until either party terminates this Agreement as permitted in this Agreement.

(b) Termination. Purchaser may terminate this Agreement for any reason by giving ten (10) days written notice to Company. Either party may terminate this Agreement if the other party is in breach of this Agreement and fails to cure the breach within 5 business days of receipt of notice of the breach. If this Agreement is terminated early for any reason, Company will return to Purchaser all monies previously paid to Company under this Agreement and Purchaser, Company, and Casino will not have any further obligations with respect to the Event.

4. Insurance.

(a) Without limiting or qualifying Company's liabilities, obligations, or indemnities, the Company will obtain before the Event, at its sole cost and expense, the insurance coverages listed below. The insurance will contain a provision that it cannot be reduced or cancelled unless and until the insurance Company notifies Purchaser thirty days prior as certificate holder. All insurance policies must be issued by an insurance carrier reasonably acceptable to Purchaser with a rating of A or better and authorized to do business in the state where the Venue is located. Upon request, Company will provide Purchaser with a full and complete copy of all the insurance policies required in this Agreement. **Any third party that performs services for the Event on behalf of Company must satisfy the same insurance requirements as provided in this section.**

(i) Commercial general liability insurance, including broad form contractual liability, personal injury liability, advertising liability, and products/completed operations liability coverage with minimum limits of liability of $1,000,000.00 each occurrence, $2,000,000.00 general aggregate, $1,000,000.00 products completed operations aggregate, and $50,000.00 damage to rented premises.
(ii) Umbrella or excess liability insurance with available coverage limits of not less than $2,000,000.00 general aggregate and $2,000,000.00 per occurrence.
(iii) Company must also maintain $100,000.00 in accident medical coverage.
(iv) Auto liability insurance covering owned, non-owned and leased or hired vehicles with the minimum amounts of $1,000,000.00 each accident.
(v) Company will also maintain workers compensation as required under applicable state law insurance during the dates they are working with the Event, including coverage for subcontractors, agents, temporary employees, and volunteers.

(b) Company will supply Purchaser with proof of the aforementioned insurance by providing Purchaser with a certificate of insurance and (except for workers compensation insurance) list Purchaser, Casino, and their respective officers, directors, members, managers, agents, and employees as additional insureds. Company will provide Purchaser with properly executed certificates of insurance before Company provides any products or services to Purchaser or at the Event, but in no event later than five (5) business days prior to the Event. Further, coverage for the additional insureds shall apply on a primary non-contributory basis, for matters for which Company is responsible for under this Agreement, irrespective of any other insurance whether collectible or not.

(c) Purchaser will list Company and its respective officers, directors, members, managers, agents, and employees as additional insureds on the commercial general liability and excess/umbrella coverages listed above. Upon request, Purchaser will provide Company with properly executed certificates of insurance. Further, coverage for the additional insureds shall apply on a primary non-contributory basis, for matters for which Purchaser is responsible for under this Agreement, irrespective of any other insurance whether collectible or not.

5. INDEMNITY.

(A) BY COMPANY. COMPANY WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE PURCHASER PARTIES FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, ACTIONS, COSTS, CHARGES, AND EXPENSES, INCLUDING REASONABLE OUTSIDE ATTORNEYS FEES (COLLECTIVELY "LOSSES") ACTUALLY AND REASONABLY INCURRED BY THE PURCHASER PARTIES TO THE EXTENT SUCH CLAIM ARISES OUT OF OR IS RELATED TO: (A) THE ACTS OR OMISSIONS (INCLUDING VIOLATION OF ANY LAW) BY THE COMPANY PARTIES RELATED TO THIS AGREEMENT; (B) COMPANY'S USE OF THE VENUE; AND/OR (C) THE EVENT; EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF THE PURCHASER PARTIES. AS OF THE EFFECTIVE DATE, COMPANY WILL USE BEST EFFORTS TO REQUIRE ANY THIRD PARTY THAT COMPANY CONTRACTS WITH RELATED TO THE EVENT TO INDEMNIFY THE PURCHASER PARTIES IN THE SAME MANNER AS ANY SUCH THIRD PARTY INDEMNIFIES COMPANY.

(B) BY PURCHASER. THE PURCHASER WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY AND ITS RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "COMPANY INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL LOSSES ACTUALLY AND REASONABLY INCURRED BY THE COMPANY INDEMNIFIED PERSONS TO THE EXTENT SUCH CLAIM ARISES OUT OF OR IS RELATED TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PURCHASER IN PERFORMING UNDER THIS AGREEMENT; EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF THE COMPANY PARTIES.

6. License.

(a) The Company grants Purchaser a license to use the Company's name, logo, and other identifying characteristics (the "Company's Marks") in promoting the Event. Any use by the Purchaser of Company's name or logo (or the Event) must be approved in advance by Company, such approval not to be unreasonably withheld or delayed.

(b) Any use by the Company of the Casino's name or logo, or other identifying characteristics (the "Casino Marks") must be approved in advance by Casino. The Company will consult in advance with the Casino concerning the timing and content of any promotional materials and will not issue or disseminate any promotional material for the Event without the Casino's prior consent.

7. Company Warranty. Company warrants to Purchaser that: (i) the Company has the right and authority to enter into and perform its obligations under this Agreement; (ii) the Company will perform its obligations under this Agreement in a commercially reasonable manner in compliance with all applicable laws; (iii) the Company's Marks do not and will not violate any applicable law or regulation or infringe any proprietary, intellectual property, contract or tort right of any person; and (iv) the Company owns its marks and all intellectual property rights therein.

8. Company Liability. Company will be responsible for any and all damages, injuries, claims, charges and costs, whether tangible or intangible, to persons or property that in any way arise out of or relate to the Event whether performed by Company or any other persons/entities under the Company's control or direction. Purchaser will not be responsible, and Company waives any right it may have against the Purchaser Parties, for any loss or damage to personal property placed, used, or stored in or about the Venue by the Company Parties. All property brought into or permitted in the Venue will be at the Company's sole risk. Promptly after the conclusion of the Event, Company will remove from the Venue all property belonging to the Company Parties. If Company fails to remove such property, Purchaser may cause the removal of the property, at Company's sole risk, cost, and expense. Purchaser will have no responsibility or liability for losses suffered by the Company Parties, which are caused by theft, or disappearance of or damage to equipment or other articles of personal property from Purchaser, unless Purchaser has agreed in writing to assume liability for materials on-site and then only for any damage or theft solely due to the negligence or misconduct of the Purchaser Parties.

9. Relationship of the Parties. The parties and their respective personnel, are and will be independent contractors and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Neither party has any responsibility or obligation for workers' compensation, taxes or withholding, benefits or insurance for the other party's employees.

10. LIMITATION OF DAMAGES. EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS DUE TO LIABILITIES TO THIRD PARTIES, NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO PARTY TO THIS AGREEMENT WILL BE LIABLE TO ANY OTHER PARTY TO THIS AGREEMENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF USE POWER, BUSINESS GOODWILL, REVENUE OR PROFIT, NOR FOR INCREASED EXPENSES, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT UNLESS THE DAMAGES AROSE DUE TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL BREACH OF THIS AGREEMENT.

11. Survival. Those provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement will survive such termination or expiration.

12. Waiver. No waiver of a breach of any provision of this Agreement is effective unless approved in writing by the waiving party. If a party at any time fails to demand strict performance by the other of any of the terms, covenants, or conditions set forth in this Agreement, that waiver does not constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision of this Agreement.

13. Assignment. This Agreement is personal to each of the parties, and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other party's written consent.

14. Laws and Regulations. Each party will take all reasonable actions, at such party's expense, as necessary to comply with all applicable laws, ordinances, and regulations relating in any way to its performance under this Agreement.

15. Force Majeure. Any delay or failure of either party to perform its obligations under this Agreement is excused to the extent that it is caused by an event or occurrence beyond its reasonable control, including acts of God, actions by governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage or labor problems, provided the party claiming force majeure promptly notifies the other part of the event of force majeure, the anticipated duration of the event of force majeure, and the steps being taken to remedy the failure. If Company is unable to fulfill its obligations under this Agreement due to an event of force majeure, then Company will reimburse Purchaser for any amounts it has paid to Company under this Agreement. If Company is only able to partially perform his/her obligations under this Agreement due to an event of force majeure, then Purchaser only be obligated to pay the Company a pro rata compensation for any services actually rendered by Company.

16. Governing Law. This Agreement is to be governed and construed according to the laws of the State of Texas without regard to conflicts of law.

17. Entire Agreement. This Agreement and Exhibit A contain the entire agreement between the parties relative to the subject matter and supersedes any other prior understandings, written or oral, between the parties with respect to this subject matter. THE PARTIES ACKNOWLEDGE AND AGREE THAT, IN ENTERING IN TO THIS AGREEMENT, THEY HAVE NOT IN ANY WAY RELIED UPON ANY ORAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. No variations, modifications, or changes in the Agreement are binding on any party to the Agreement unless set forth in a document duly executed by or on behalf of such parties. To the extent there is a conflict between this Agreement and another executed document between the parties related to the Event (whether the other document is executed before or after this Agreement), the terms of this Agreement control except to the extent that the other document specifically identifies a section of this Agreement and states that it is amending that particular section.

18. Counterparts. The parties may execute this Agreement in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. This Agreement may be executed by facsimile, PDF, or other electronic signature.

19. Construction. All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendment or exhibits.

By their signatures or their representative's signature, the parties agree to and accept this Agreement.

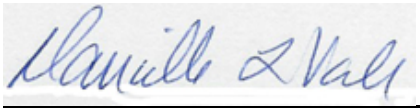
C3 PPS, INC. ON BEHALF OF CASINO	HOOSIER FIGHT CLUB PROMOTIONS
By: /s/ Erik Garven	By: 
Erik Garven - Contracts Coordinator, C3 PPS, Inc.	
Date: 4/28/16	Date: 4-30-16

Exhibit A

6/4/16

HFC – "Hoosier Fight Club"
2600 Beech Street
Valparaiso, IN 46383
Danielle Vale
dvale@hoosierfightclub.com
219-405-4722.

Horseshoe Hammond
777 Casino Center Drive
Hammond IN 46320
ATTN: DAVID FEELEY

Event:	HFC
Artist(s) /Talent:	**Various fighters**
Date(s):	6/4/16
Time(s):	Doors @ 7p, First Fight 7:30pm, 11:30pm curfew
Venue:	The Venue @ Horseshoe Casino Hammond
Payment and Payment Terms:	Purchaser pays Company **$2,500** flat guarantee subject to the payment terms below.

- Full balance of guarantee paid by company check upon execution of contract.

Additional Provisions:

- Payments:
  - Company will receive 100% of base ticket revenue generated. Ticket revenue does not include Facility Fee's and/or Ticketmaster service charges.
  - Company may request 2 advance payments in advance of show day. Payments may:
    - Never be more than 50% total gross ticket revenue on day of request
    - Requests for payments must be in writing submitted to the Director of Entertainment
  - Final amount owed will be determined post show once all ticket revenues have been collected and all credits or penalties have been calculated.
  - Company understands any/all payments may take 14 business days to execute.
- Late Fee: Show must be completed and all stage sound terminated by 11:30pm CT. a $1,500 fine will be held from settlement if act not don't performing by 11:30pm with sound muted and house lights full. Additionally, a $1,500 per minute fine will be withheld from final ticket settlement for every minute past 11:40pm.

- **Age Restriction:** Company will incur a fine of $25,000 for anyone under the age of 21 who enters the building thru the artist entry/back door and is part of a band or act.

Payment is subject to Purchaser's receipt of: (i) Company's W-8/W9 (signed and dated in 2016); (ii) a fully executed Agreement; (iii) and the insurance stated in the Agreement.

Purchaser/Casino Services:
On top of guarantee, Purchaser/Casino to provide:

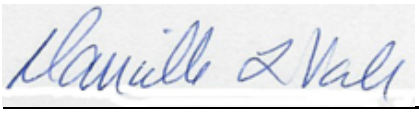
- House sound and lights. Any additional lights/sound/video needs are to be a cost incurred by Company.
- Tech support as needed with current in house techs. Any additional labor required is sole cost of Company.
- 75 buffet admissions/vouchers to Company to be used by fighters/staff
- Any other specialty catering required will be at expense of Company, including, but not limited to, backstage catering for crew and performers
- Box Office and Ticketing support for run of the show
- Bonus of $2,500 paid at 1,000 full price, non-discounted cash tickets sold.
- Additional bonus of $1,500 paid at each cash ticket threshold: 1,200, 1,500, 1,750 full price, non-discounted cash tickets sold.
- Venue to operate live gaming devices in event space. All gaming revenue is to be retained by Horseshoe with no split to Company.
- Venue to provide a space mutually agreeable by both parties for weigh in to take place on day prior to each fight within Horseshoe Casino.
- Venue works exclusively with Ticketmaster for all ticketing needs. No other ticketing agent/company is allowed to print or broker tickets for event.

Company Services:

- Company to provide:
  - $5,000 worth of comp tickets for casino's use. Exact location and qty to be agreed upon beforehand.
  - Company is responsible for all licenses & expenses required to execute a live boxing event to include: Ambulance/medical staff, state ticket taxes, permits etc as required by The State of Indiana.
  - Photos, bios, and artwork in a timely fashion to be used for advertising and online marketing efforts
  - Proof of required insurance as stated in the Agreement naming C3 PPS, Inc. and Caesars Entertainment Corp. as additional insureds.
  - Must provide proof of workers' compensation insurance prior to Event.
  - **All other services related to the Event not designated to Purchaser/Venue are the responsibility of Company.**

Purchaser must have signed, fully executed Agreement prior to the Event. Company understands and acknowledges that it and its employees, agents, representatives, crew members, and subcontractors are independent contractors, and as independent contractors, the Company and its employees, agents, representatives, crew members and subcontractors are not entitled to workers compensation coverage by Purchaser or Casino.

Understood and Agreed



Company Representative
Hoosier Fight Club Promotions

/s/ Erik Garven
Purchaser Representative – Erik Garven, Contracts Coordinator, C3 PPS, Inc.
C3 PPS, Inc. on behalf of Casino

Exhibit 10.18

AGREEMENT

This AGREEMENT ("Agreement") is made and entered into as of December 21, 2015, by and between BLUE CHIP CASINO, LLC, an Indiana limited liability company, dba Blue Chip Casino Hotel Spa ("Blue Chip") and Hoosier Fight Club Promotions, LLC, an Indiana limited liability company ("HFC") as the promoter for the purpose of presenting Pro Mixed Martial Arts bouts at Blue Chip Hotel Casino & Spa (the "Promoter").

WITNESSETH

Whereas, Blue Chip is a limited liability company duly organized and existing under the laws of the State of Indiana and maintains its principal office 777 Blue Chip Drive, Michigan City, Indiana 46360.

Whereas, Blue Chip is engaged in the business of owning and operating a hotel/casino in Michigan City, Indiana;

Whereas, Promoter is a professional and licensed (pursuant to the rules and regulations of the Indiana Athletic Commission) mixed martial arts ("MMA") fighting promoter and Promoter has the power and authority to provide top MMA fighters at events to be scheduled to occur at Blue Chip;

Whereas, in the course of operating such hotel/casino. Blue Chip is desirous of obtaining and holding first-class professional sporting events for the entertainment of its patrons;

Whereas, Promoter is licensed as a Promoter by the Indiana Athletic Control Board and maintain their principal office at: 2600 Beech St., Valparaiso, Indiana 46383;

Whereas, Promoter has represented and warranted to Blue Chip that it is capable and willing to provide the first-class professional MMA sporting events described in and in accordance with the terms and conditions of this Agreement; and

Now, Therefore, for an in consideration of the mutual promises, covenants, agreements and representations set forth herein, the parties intending to be legally bound, promise and agree as follows:

1. **The Event.** Subject to the terms and conditions of this Agreement, Promoter shall hold one (1) event at Blue Chip on February 6, 2016, starting at 7:00 PM, and such event shall be open solely to patrons that are 21 years of age and older. The event will feature an array of fighters with local, regional and national appeal provided that collectively the bouts would be considered of a first class caliber MMA event ("the Event"). (All fighters' participating in the Event shall collectively be referred to hereafter as "the Fighters".) The Event will include at least eight (8) fights but no more than twelve (12) fights.

2. **Promoter's Responsibilities.** Except as specifically provided for in Paragraph 3, Promoter shall have full and complete responsibility for producing and presenting the Event at Blue Chip. Promoter shall be in full compliance with applicable federal and state statutes and regulations and local ordinances, and shall be solely responsible, at its sole cost and expense, to provide the following:

   a) To coordinate with Blue Chip box office/Ticketmaster for all ticket sales and to sell tickets on a consignment basis pursuant to the separate consignment sales agreement to be signed by the parties;

   b) All necessary logistics and set up for State Inspectors and Officials;

   c) Pay for two Michigan City Police Officers at a rate of $35 per hour, beginning at least an hour before the Event and until all patrons and participants have exited the event space;

   d) A director of operations employed by Promoter, who will work directly with designated Blue Chip staff to produce a seamless Event;

   e) The Fighters, all of whom must fulfill all obligations required by the Indiana Gaming Commission and Indiana Athletic Commission, and who must have a valid national ID card through the association of boxing commissions;

   f) All safety equipment, including but not limited to gloves and mouthpieces;

   g) Fighter fees; all licenses and permits as may be required by federal, state or municipal law, including specifically a registration to do business in the State of Indiana and complete a vendor profile through Blue Chip's system;

   h) Referees, announcer, judges, timekeeper, officials, emcee, and all other personnel required for the Events;

   i) Standing ambulance, doctor and emergency medical technicians for the Events and all other Indiana State Athletic Commission required fighting participant medical care necessary as the results of each Fighter's participation in the Event;

   j) Insurance covering the Fighters and other ring personnel in amounts no less than the requirements of the Indiana State Athletic Commission, all of which shall name BLUE CHIP CASINO, LLC, an Indiana limited liability company, dba Blue Chip Casino Hotel Spa, its parent company, subsidiaries and affiliates as additional insureds;

   k) General liability and personal injury insurance coverage and worker's compensation and employer liability insurance coverage;

l) Require that all Fighters execute Blue Chip's Release and Assumption of Risk Waiver form as a condition to their participation in the Event;

m) All Fighter purses;

n) All wages, salaries, commissions, and/or other compensation on all premiums, insurance, taxes and other payments to the individuals performing services on behalf of Promoter;

o) Regulation Cage plus all applicable mats and corner pads and install same;

p) Written evidence of each Fighter's intellectual property rights necessary for Blue Chip to utilize such rights as provided for in this Agreement solely in connection with the Event and for historical purposes;

q) Biographies, "tales of the tape," fight-by-fight records, general press releases and other requested information pertaining to each Event;

r) Written evidence that Promoter has obtained, maintained and paid for all required MMA organization sanctions and approvals, which must be provided ten (10) business days prior to the Event;

s) Written evidence that Promoter has fulfilled all of the requirements of the Indiana State Athletic Commission (except to the extent, if at all, that this Agreement or state or federal law or regulation expressly requires Blue Chip to fulfill any such requirements), which must be provided ten (10) business days prior to the Event;

t) Any necessary and/or required bonds required by any applicable athletic commission overseeing the Event;

u) Provide Blue Chip with 40 complimentary tickets to the Event (20 GA and 20 VIP) to be distributed and utilized in Blue Chip's sole discretion;

v) Access badges and wristbands for the Fighters and their crew associated with the Event, with such badges and wristbands to be approved by Blue Chip in advance; and

w) All necessary efforts to coordinate, secure and pay for all trainers, managers, judges, and sanctioning organizations and for all Promoter personnel attending the Events.

3. **Duties of Blue Chip**. Blue Chip shall provide, at its cost and expense, the following in conjunction with the Event:

a) The Stardust Event Center in which to hold the Event, will be made available to Promoter in its presently existing condition, "WHERE IS/ AS IS";

b) Light and Sound systems, with operators;

c) One Billboard (digital), the location of the billboard and duration of the advertisement in Blue Chip's sole discretion, Promoter shall provide their logo and Blue Chip shall create the artwork utilizing the logo and Event or Fighter information;

d) Advertising in our Direct Mail, in Blue Chip's sole discretion;

e) In-house signage print and digital, in Blue Chip's sole discretion;

f) Fifteen (15) complimentary standard double bed hotel rooms at Blue Chip on Friday, February 5, 2016. Blue Chip shall also provide HFC with a $200 per night room rate for up to fifteen (15) rooms on Saturday, February 6, 2016. The room accommodations shall not include any incidental charges or any food allowance. Promoter agrees and acknowledges that the party registered to the room shall be responsible for any such charges and shall provide a valid credit card at the time of check-in to which all additional costs shall be charged;

g) All ticketing through Ticketmaster;

h) Blue Chip will receive all beverage revenue from the Event;

i) Blue Chip will provide cocktail servers for the VIP area;

j) Venue for weigh-in and media event;

k) Blue Chip Security Officers for event; and

(1) Permit Promoter to obtain sponsors for the Event, which sponsors shall be subject to Blue Chip's prior written approval, in Blue Chip's sole and absolute discretion. Any sponsorship money that Blue Chip brings to/for the Event will be split 50/50, less any costs and/or expenses (i.e. costs for logos for the mat and pads).

4. **Ticket Sales.** Blue Chip will sell tickets through its Box Office system and Ticketmaster for Promoter. Blue Chip will pay promoter the net revenue from the sale of these tickets, if any. Accordingly, Blue Chip shall retain any ticket fees charged to each ticket and the Promoter will be entitled to the balance of the ticket revenue. Promoter will set all ticket prices to the general public for each event. Ticket revenue shall be paid no later than ten days after the Event, based on the final ticket reconciliation report. Promoter shall be responsible for and pay and file all applicable federal and state taxes, and related tax returns, including specifically the tax required by the State of Indiana for all tickets sold by Promoter.

5. **Broadcast.** The Event will not be televised. However, in the event that the parties enter into an agreement for any future events, the parties will discuss an appropriate arrangement related to sponsorships, exposure and the revenue generated from such televised broadcast.

6. **Advertising and Promotional Efforts.** Blue Chip shall have the right to advertise and promote the Event or to elect not to do so, in its sole and absolute discretion. Promoter shall the right to advertise and promote the Event in all media with the prior approval from Blue Chip, which may be granted or withheld in Blue Chip's sole and absolute discretion. In accordance with the above provision, Blue Chip shall be provided the opportunity to proof and approve all media advertising using Blue Chip's brand name and/or logo.

7. **Labor Agreements.** Promoter covenants and agrees that it will comply with any and all provisions of the labor agreements currently in force with any unions having jurisdiction over the production of the Events.

8. **Merchandise Sales.** Promoter shall not be permitted to conduct any merchandise sales unless it receives prior written consent from Blue Chip, which consent will be conditioned upon receipt of appropriate business licenses, and which consent may be withheld in Blue Chip's sole and absolute discretion.

9. **Intellectual Property Claims.** HFC will indemnify Blue Chip for its reasonably incurred legal expenses and will defend or settle, at HFC's option and expense, any legal proceeding brought against Blue Chip, to the extent that it is based on a claim that HFC, or any item related to the Event infringes a trade secret, trademark, mask work, copyright or patent. HFC will pay all such expenses, together with damages and costs awarded by the court which finally determines the case, or are incurred in the settlement thereof, if Blue Chip: (i) gives written notice of the claim promptly to HFC; (ii) gives HFC sole control of the defense and settlement of the claim; (iii) provides to HFC, at HFC's expense, all available information and assistance; and (iv) has not compromised or settled such claim. The indemnification contained in this section shall survive the expiration or sooner termination of this Agreement.

10. **Representations and Warranties.** Promoter represents and warrants to Blue Chip as follows:

    a) Promoter has the right, power and authority to enter into this Agreement;

    b) Promoter has or will procure all licenses, permits, visas, registrations and work permits as may be required by any federal, state or local authority or otherwise including specifically a Registration to do business in the State of Indiana and any Vendor Registration or License required by the Indiana State Gaming reguators, including the Indiana Gaming;

c) Promoter has not paid, agreed to pay, and will not pay any sum or other considerations to Blue Chip, its officers, directors, agents, workmen, representatives or employees, in connection whatsoever with this Agreement and hereby represents that no such payment has been requested or solicited by Blue Chip or its employees and/or representatives; and

d) Events shall be produced in a first-quality and professional manner.

11. **PROMOTER'S INSURANCE:** In addition to any insurance obligations contained in Section 2 above. Promoter shall, at its sole cost and expense and at all times while the Agreement is in force and Promoter or any Fighter or subcontractor is on the Blue Chip's premises, carry and maintain insurance policies of the following types and of not less than the following amounts reasonably satisfactory to Blue Chip in a company or companies with a current A.M. Best Company rating of at least "A";VII (i) Employer's Liability Insurance: Statutory Workers' Compensation Insurance, including Employers' Liability Insurance, with limits of One Million Dollars ($1,000,000.00) each accident, covering all personnel of Promoter, the Fighters and its subcontractors performing such work at Blue Chip's premises OR, in the alternative. Promoter may have each individual associated with the Event sign a Release and Assumption of Risk Waiver; (ii) Commercial General Liability Insurance covering all operations (including the MMA matches) with combined single limits of at least (A) Two Million Dollars ($2,000,000.00) for property damage (including that of Blue Chip), plus (B) One Million Dollars ($1,000,000.00) for bodily injury (including that of the Fighters), including death; and (iii) Automobile Liability Insurance covering all vehicles (whether owned or not) with combined single limits of at least One Million Dollars ($1,000,000.00). Each policy of insurance required of Promoter under this Agreement shall not carry an "Athletic Participants Exclusion". The Commercial General Liability Policy shall name Blue Chip and Boyd Gaming Corporation, its subsidiaries, affiliated, allied and/or proprietary companies, corporations, trusts, joint ventures and/or partnerships as are now or may hereafter be constituted or acquired as additional insureds, include contractual liability coverage for the indemnity provisions contained in the Agreement and contain a broad from property damage endorsement. All policies of insurance required to be maintained by Promoter shall be written as primary and non-contributory. Prior to the commencement of any work at the Event Room or otherwise in furtherance of the Event, Promoter and each approved subcontractor shall furnish Blue Chip with Certificates of Insurance evidencing the above coverages and endorsements containing the following statement: "A Thirty (30) days notice shall be given to the additional insured before material change in, or cancellation of, this policy shall be effective." Such certificates shall be delivered to Boyd Gaming Corporation, Vice President of Insurance, 6465 South Rainbow Boulevard, Las Vegas, Nevada, 89118. The consent of Blue Chip to the insurance and limits set forth above, as they may be changed by Blue Chip as provided below, shall not be considered as a limitation of Promoter's or any subcontractor's liability nor an agreement by Blue Chip to assume liability in excess of said amounts or for risks not insured against. The compliance or failure to comply, in whole or in part, with the insurance provisions contained in the Agreement shall in no way relieve Promoter from its indemnity obligations hereunder or under the Agreement. Notwithstanding any other remedy available to Blue Chip at law or in equity. Blue Chip shall be entitled to terminate the Agreement immediately in the event Promoter fails to obtain or maintain the insurance required herein or fails at any time to provide a valid Certificate of Insurance at the inception of the Agreement and prior to the expiration of any previously provided certificate of insurance.

12. **Termination.**

a) Blue Chip has the right to terminate this Agreement, without further obligation, after the first Event, at its sole and absolute discretion, by providing written notice to Promoter within thirty (30) days after the completion of the first Event.

b) If any governmental or quasi-governmental body, agency or entity adopts, enacts or issues (or is mandated by public vote or referendum to adopt, enact or issue) any law, rule, regulation, order or resolution that prevents, prohibits, or makes unlawful gaming or any form of gaming, then Blue Chip may, at its sole election, immediately terminate the Agreement without cost or liability upon notice to the Promoter. The Agreement shall cease to be of any further force or effect immediately upon delivery of such a notice from the Blue Chip to Promoter, or at such later date as specified in such notice.

c) If either party is in breach of this Agreement, the non-defaulting party may notify the defaulting party in writing specifying the nature of the breach. Upon receipt of such notice, if the breach is curable, the defaulting party shall have a reasonable period of time no greater than five (5) days to cure such breach. If the breach is not cured within that time period, the non-defaulting party may terminate this Agreement by providing the defaulting party with written notice of termination. Any termination under this section is without prejudice to any other remedies which either party may have against the other arising out of such breach or default and will not affect any rights or obligations of either party arising under this Agreement prior to such termination.

13. **Representations and Warranties**

a) Promoter's Representations and Warranties: Promoter hereby represents, covenants and warrants to Blue Chip as a material part of the consideration for Blue Chip entering into the Agreement, as follows: (i) Promoter is a corporation duly organized and validly existing under the laws of the State of Indiana; (ii) the execution of the Agreement has been duly authorized by all necessary corporate action on behalf of Promoter; (iii) Promoter has obtained and currently holds all licenses, permits and approvals of all governmental authorities necessary or appropriate to perform Promoter's obligations under the Agreement; (iv) the Event delivered in connection with the Agreement shall be a first class presentation as determined by the Blue Chip in its sole and absolute discretion; and (v) neither Promoter (including without limitation (A) Promoter, (B) its officers and directors and (C) any employees, representatives, sub-contractors, sub-Promoters and agents of Promoter involved with the Event or the performance by Promoter under the Agreement) nor the persons and/or entities comprising and/or owning Promoter, through and including the beneficial ownership of Promoter (1) has ever been convicted of, been placed under indictment for, or charged with, any felony or any other crime involving moral turpitude (a "Crime"), or (2) is currently charged with, or under investigation for, any Crime.

b) Blue Chip's Representations and Warranties : The Blue Chip hereby represents and warrants to Promoter as follows: (i) Blue Chip is a limited liability company duly organized and validly existing under the laws of the State of Indiana; and (ii) the execution of the Agreement has been duly authorized by all necessary corporate action on behalf of Blue Chip.

c) Continuing Nature of Representations and Warranties : The representations and warranties contained in **Section 13** are continuing in nature and shall remain true, complete and accurate during the entire term of the Agreement. In the event that one or more of either parties' representations or warranties ceases to be true, complete and accurate at any time during the term of the Agreement, that party shall promptly notify the other party in writing of the failure of such representation or warranty and shall promptly take such action as is necessary to cure such failure. In the event that the representation in **Section 13.1** shall cease to be true, complete and accurate. Blue Chip shall be entitled, in the exercise of its sole and absolute discretion, to immediately terminate the Agreement. Notwithstanding any other provisions of the Agreement to the contrary, the representations, warranties and covenants set forth in **Section 13** shall survive the termination or expiration of the Agreement.

14. **Miscellaneous**

a) Any amount hereunder which is not paid when due shall bear interest at the rate of one percent (1 %) per month from the date due until paid in full.

b) No party may assign this Agreement, or any portion thereof, without the prior written consent of the other parties.

c) Waiver or failure of any party to insist upon strict and prompt performance of the covenants and agreements contained herein, and the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of its rights thereafter to strictly enforce the same according to the tenor thereof in the event of a continuous or subsequent default by the other party.

d) This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by and enforced under the laws of the State of Indiana (without giving effect to its conflict of laws principles).

e) Any action to declare or enforce any rights or obligations under this Agreement shall be brought only before a court of competent jurisdiction in Michigan City, Indiana. Promoter hereby consents and submits to the jurisdiction of such courts for such purposes and agrees that any notice, complaint or other legal process delivered to Promoter shall constitute adequate notice and service of process for all purposes and shall subject Promoter to the jurisdiction of such courts for the purpose of adjudicating any matter relating to this Agreement. In the event that any action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its costs and expenses (including reasonable outside attorneys' fees) of such action.

f) **Waiver of Jury Trial. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

g) This Agreement constitutes the entire understanding and agreement between the parties in connection with the Event and supersedes any and all prior agreements or communications between the parties, whether oral or written, in connection with the Event. Any changes or modifications to this Agreement shall be deemed invalid unless in writing and approved in writing by the parties. No officer, director, employee or representative of either party has any authority to make any representations or promises not contained in this Agreement, and the parties expressly agree that they have not executed this Agreement in reliance on any such representation or promise.

h) If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

i) The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

j) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. Except as specifically provided in this Agreement, this Agreement is not intended to, and shall not, create any rights in any person or entity whatsoever, except the parties hereto.

k) Each party hereto hereby represents and warrants to the other parties that neither it nor any of its respective officers, directors, employees or agents have given or agreed to give any sums, gifts, gratuities or thing of value to any officer, director, employee or agent of any other party hereto secure or maintain the business relationship contemplated by this Agreement.

l) This Agreement is intended only for the benefit of Blue Chip and Promoter. No other person or entity is intended to be benefited in any way by this Agreement, nor shall this Agreement be enforceable by any other person or entity. There are no third party beneficiaries to this Agreement.

m) This Agreement may be executed in any number of counterparts, each of which when executed and delivered (whether by original or through telecopy signatures) shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages.

n) Confidentiality. All information disclosed by one party to the other in connection with this Agreement shall be treated as confidential information unless it is or becomes publicly available through no fault of the other party, or is later rightfully obtained by the other party from independent sources. Each party's confidential information shall be held in strict confidence by the other party, using the same standard of care as it uses to protect its own confidential information, and shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this Agreement.

o) Indemnification. Promoter shall indemnify, defend and hold Blue Chip (including without limitation Blue Chip's officers, directors, affiliates, employees, representatives, independent contractors and agents) harmless for, from and against any and all losses, expenses, costs, liabilities, damages, claims, suits and demands (including without limitation attorney's fees and costs) arising from or attributable to the acts or omissions of Promoter (including but not limited to Promoter's officers, directors, employees, representatives, sub-contractors, Fighters and agents). The Blue Chip shall not be entitied to recover damages in the nature of lost profits, except in the event of gross negligence or willful misconduct by Promoter (including but not limited to Promoter's officers, directors, employees, representatives, sub-contractors, Fighters and agents). Promoter agrees and acknowledges that this indemnification contained herein shall survive the expiration or sooner termination of this Agreement.

p) Compliance with Laws. The parties shall perform all of their respective obligations under this Agreement in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes or orders including without limitation all environmental and labor laws. Without limiting the generality of the foregoing, Promoter shall comply with any and all applicable requirements of the Indiana Casino Control Act and the regulations promulgated there under, including but not limited to, any licensing requirements imposed thereby. In the event of the failure of Promoter to obtain and/or maintain any applicable licenses and/or in the event of disapproval by the Indiana Casino Control Commission or Indiana Division of Gaming Enforcement (the "Gaming Authorities") of this Agreement, this Agreement is subject to termination without liability to Blue Chip and Blue Chip shall also have the right to pursue at law compensation for damages it incurs resulting from such failure by Promoter, including seeking reimbursement of any fines imposed by the Gaming Authorities upon Blue Chip resulting from Promoter's failure to abide by the Gaming Authorities' regulations in connection with this Agreement.

q) Force Majeure. In the event: (a) a reputable physician licensed by the State of Indiana certifies that any one of the Fighters is mentally or physically disabled to such an extent that a Fighter cannot participate in the Event as scheduled; (b) the Event is delayed or prevented from occurring on the scheduled date by reason of an Act of God, fire, flood, storm, war, public disaster, or any governmental or regulatory enactment, determination or action, regulation or order (a "Force Majeure Event"); or (c) the Event room is materially damaged by a Force Majeure Event or any other cause beyond Promoter's or Blue Chip's reasonable control, then Promoter shall attempt to reschedule the Event to a date and time reasonably acceptable to Blue Chip, and Blue Chip may at its option elect to either (i) cancel this Agreement, in which case neither party shall have any obligation to the other (excepting for the indemnification obligations of Promoter that shall survive the termination of this Agreement), or (ii) accept the rescheduled date, in which case this Agreement shall apply to the rescheduled Event.

r) The parties to the Agreement are acting as independent contractors and independent employers. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture or agency relationship between the parties. Neither party shall have the authority to bind the other party in any respect.

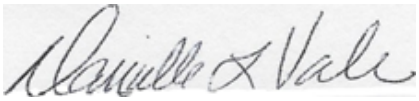
s) The Promoter shall not subcontract any portion of the work contemplated by the Agreement without the prior written consent of Blue Chip, which consent may be given or withheld in Blue Chip's sole and absolute discretion. No approval of any subcontract shall relieve Promoter from any of its obligations under the Agreement and Promoter shall continue to be primarily responsible to Blue Chip for all obligations under the Agreement whether or not subcontracted to an approved subcontractor. The Promoter agrees to require its subcontractors or any other persons furnishing labor to Promoter or its subcontractors in connection with the Agreement to provide, maintain and pay for insurance of the type and (except as Blue Chip may otherwise approve) in the amounts specified above and furnish to Blue Chip with certificates thereof in the same manner as required of Promoter.

IN WITNESS WHEREOF, Blue Chip and HFC have hereunto set their hands under seal as of the day and year first above written.

BLUE CHIP CASINO, LLC, an Indiana limited liability company, dba Blue Chip Casino Hotel Spa

By: 
Title: VP-GM
Date: 1-12-16

HOOSIER FIGHT CLUB PROMOTIONS, LLC an Indiana limited liability company

By: 
Title: CEO
Date: 1-10-16

CONTRACT IS ONLY GOOD FOR 48 HOURS.
IF NOT RETURNED WITHIN 48 HOURS, CONTRACT IS NULL AND VOID

CAGE FURY FIGHTING CHAMPIONSHIPS

CONTRACT COVER PAGE

NAME : SHANE BURGOS

EVENT NAME: CFFC 57

EVENT LOCATION: 2300 ARENA PHILADELPHIA PA

PLEASE MAKE SURE YOU READ THIS ENTIRE PAGE!!!

- This contract is time sensitive! This contract is only valid for 48 hours from the "*Date of Contract"* and *"Time Sent".* You must submit this contract within the 48 hour or this contract will be null and void.
- We will need a hi-res digital photograph of you for promotional material. It is very important that you send in this photo ASAP so promotional material can be designed for your fight. We will need images in the following poses:
  - Fighter stance angled to the right
  - Fighter stance angled to the left
  - Standing with your arms crossed in front of you
  - *If CFFC have photographs from you from a fight in the past year, you do NOT need to send in any images.*

- All licensing applications must be submitted within 24 hours of this contract.
  THERE ARE NO EXCEPTIONS TO THIS RULE!!!
  If you do not submit your license documentation that was emailed to you, your contract is NOT valid and your fight will be replaced. In the past, we have allowed these to be turned in later in the process however this has changed. **YOU MUST SUBMIT YOUR LICENSE APPLICATION WITHIN 24 HOURS OF SIGNING THIS CONTRACT**
- You will be sent your medical requirements for your fight approximately 4 weeks from your fight date. Please take note of the deadline to submit medicals to Melissa (melissa@cffc.tv) as you are subject to punitive penalties if these items are submitted late.
- If at any time throughout this process, you have any questions about this contract, medicals, licensing, social media, production information or your fight in general, please contact CFFC General Manager Arias Garcia at **arias@cffc.tv** or by call/text at **(856) 498-5284**

CAGE FURY FIGHTING CHAMPIONSHIPS BOUT AGREEMENT

THIS BOUT AGREEMENT is made and entered into as of the date, 1/14/2016 by and between CFFC Promotions LLC, trading as Cage Fury Fighting Championships, with offices at 416 Kings Highway E Haddonfield, NJ 08033, and mixed martial arts fighter SHANE BURGOS also referred to for purposes of this agreement as **"FIGHTER".**

WHEREAS, FIGHTER wishes to engage and is willing and able to participate in a bout with **OPPONENT**, and to grant the rights assigned to **PROMOTER** herein, and **PROMOTER** is willing and able to promote such bout upon the terms and conditions set forth below; **WHEREAS**, the parties desire to enter into an agreement pursuant to which **FIGHTER** shall engage in a mixed martial arts bout between SHANE BURGOS and JACOB BOHN and other bouts, upon and subject to the terms and conditions hereinafter set forth.

This bout is the 3rd of a 4 fight agreement.

For the first fight, **FIGHTER** will earn N/A to show and N/A to win with a N/A ticket guarantee.

For the second fight, **FIGHTER** wins that bout, he will earn N/A to show and N/A to win with a N/A ticket guarantee.

For the third fight, **FIGHTER** wins that bout, he will earn $1800.00 to show and $1800.00 to win with a 70 ticket guarantee

For the fourth fight, **FIGHTER** wins that bout, he will earn $2000.00 to show and $2000.00 to win with a 80 ticket guarantee

If FIGHTER loses any of the bouts during this term, his purse will remain the same is which the bout he lost.

During the Term, CFFC has the exclusive rights to **FIGHTER** and he may not participate in any MMA/Boxing/Kickboxing bouts outside of CFFC. CFFC has the option to release **FIGHTER** after a loss.

CFFC will immediately release fighter at any point during this contract, should the UFC offer a contract to said fighter. In the event this occurs within 30 days of a scheduled bout, and assuming said fighter is slated on the main card, fighter will be required to retain and submit payment for all tickets on hand. Compliance with all the above will result in CFFC providing the UFC with an immediate release form on behalf of the promotion.

WHEREAS, FIGHTER understands the dangerous nature and risks involved in participating in any mixed martial arts competition, as well as, the potential for serious bodily injury and/or death. **FIGHTER** represents that he/she is presently, and will be, in good and proper health to engage in said mixed martial arts bouts; and

WHEREAS, Bolded terms not otherwise defined herein shall have the meanings ascribed to such terms on the Term Sheet attached hereto as Exhibit "A" and incorporated by this reference ("**Term Sheet**").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **PROMOTER** and **FIGHTER** agree as follows:

1. The Bout. **FIGHTER** will engage in a mixed martial arts contest with **OPPONENT** ("**Bout**") on the **BOUT DATE** at the **BOUT LOCATION**. The Bout will be in the specified **WEIGHT DIVISION**, and will consist of the specified **NUMBER OF ROUNDS**.

2. Worldwide Rights to Bouts. **FIGHTER** grants to **PROMOTER** each and every right set forth on Exhibit "B" hereto, in perpetuity, which rights shall survive any termination of this Bout Agreement ("**Bout Ancillary Rights**").

3. Purse. Provided that the bout is completed in accordance with the provisions hereof, **PROMOTER** shall pay to **FIGHTER** the **FIGHTER'S PURSE**, less all permissible or required deductions and withholding.

4. Standard Fighter Contract. **FIGHTER** shall execute and comply with a standard **FIGHTER** contract for the bout on the form required by the applicable athletic commission (the **"Standard FIGHTER Contract"**), consistent with the terms of this Bout Agreement.

5. Medical. All physical and medical costs not covered by the State are the sole responsibility of **FIGHTER**. **FIGHTER MUST GET MEDICALS COMPLETED AND APPROVED BY THE DEADLINE DATE SET FORTH IN EXHIBIT "A". If FIGHTER** fails to get medical information in on time, he/she is subject to purse deduction according to Exhibit "C". **PROMOTER** reserves the right to pull **FIGHTER** from the fight card if **FIGHTER** fails to submit medicals by the deadline stated in "Exhibit A". In such a case, **PROMOTER** will retain **FIGHTER**'s rights exclusively for another fight within six (6) months.

6. Publicity and Promotion. **FIGHTER** shall cooperate and assist in the publicizing, advertising and promotion of the Bout, including all Pre-Bout and Post-Bout Events, all rebroadcasts and compilations of the Bout, and all merchandizing for the Bout, and shall appear at and participate in a reasonable number of joint and/or separate press conferences, interviews, and other publicity or exploitation appearances or activities (any or all of which may be telecast, broadcast, recorded and/or filmed), at times and places designated by **PROMOTER**. **FIGHTER** shall arrive and commence training at the **BOUT LOCATION** on the **TRAINING COMMENCEMENT DATE**.

7. Force Majeure and Other Postponements.

(a) In the event the bout is prevented from taking place by reason of any act of God, fire, flood, riot, war, public disaster or any other cause beyond the direct and immediate control of **PROMOTER**, or if **FIGHTER** or **OPPONENT** shall be or become disabled or incapacitated by reason of any physical or mental disability, injury or illness which prevents or interferes with his or their participation in such bout as scheduled, and a physician licensed by the local government authority having jurisdiction over such bout shall certify that **FIGHTER** or **OPPONENT** cannot participate in such bout as scheduled, the **PROMOTER** may, at its sole option, either postpone such bout to a date not later than **180 days** after the originally scheduled date, in which event all of the provisions of this agreement shall remain in full force and effect and shall apply to the rescheduled date or else cancel or terminate this Agreement. **FIGHTER** will submit to medical examination(s) reasonably requested by **PROMOTER**. If the bout, which is the subject matter of this agreement, is on the undercard to any main event and that main event is postponed or canceled for any reason whatsoever, the **PROMOTER** may at its sole option either postpone such bout to a date to coincide with the postponed date of the main event or another main event, in which event all of the provisions of this agreement, including the provisions of this paragraph, shall remain in full force and effect and shall apply to the rescheduled date or else cancel or terminate this agreement.

(b) In the event **FIGHTER**'s opponent for any of the bouts shall for any reason fail or refuse to participate in such bout, or shall withdraw there from and **PROMOTER** shall so notify **FIGHTER**. **PROMOTER** may at its sole option cancel this agreement as it relates to such bout or terminate this agreement.

(c) In the event **PROMOTER** exercises its right to cancel or terminate this agreement pursuant to any of the preceding provisions, **FIGHTER** shall thereupon immediately return to **PROMOTER** all sums, if any, theretofore advanced or paid to **FIGHTER** by **PROMOTER** in connection with such bout, and neither party shall have any further rights or obligations hereunder with respect to such bout or this agreement, as applicable.

8. Further Assurances. **FIGHTER** shall execute any and all additional documents or instruments necessary or desirable to effectuate the provisions of this Agreement, in such form as may be required by the local governmental authority with jurisdiction over the bout and/or any organization(s) sanctioning the bout if applicable. No party hereto shall take any action or fail to take any action which action or failure shall frustrate the purposes of this Agreement and the benefits contemplated hereby.

9. Attire. **FIGHTER** agrees that no advertising or promotional material shall appear on any item of clothing worn by **FIGHTER**, his trainers, seconds or assistants during and/or at the Bouts without the prior written approval of **PROMOTER**. If **PROMOTER** does not, in its sole discretion, grant such approval, **FIGHTER** and/or his trainers, seconds or assistants, as the case may be, shall promptly either take corrective action to remove the disapproved material or shall substitute therefore clothing or equipment provided by **PROMOTER**. In the event promotional advertising/sponsors are not pre-approved and worn during the event, **PROMOTER** may deduct up to a maximum from purse according to Exhibit "C".

10. Fighter Conduct.

a. **FIGHTER** shall conduct himself in accordance with commonly accepted standards of decency, social conventions and morals, and **FIGHTER** will not commit any act or become involved in any situation or occurrence or make any statement which will reflect negatively upon or bring disrepute, contempt, scandal, ridicule, or disdain to **FIGHTER**, the identity of **FIGHTER** or any of **FIGHTER**'s affiliates, **PROMOTER** or any of its officers, managers, members, employees, or agents. **FIGHTER**'s conduct shall not be such as to shock, insult or offend the public or any organized group therein, or reflect unfavorably upon any current or proposed sponsor or such sponsor's advertising agency, or any network or station over which a bout is to be broadcast.

b . **FIGHTER** and **FIGHTER**'s affiliates shall maintain a high standard of sportsmanship and conduct themselves in a professional manner prior to, during, and following each bout.

c . **FIGHTER** shall not authorize or be involved with any advertising material or publicity materials that contain language or material which is generally considered to be obscene, libelous, slanderous or defamatory and will not violate or infringe upon, or give rise to any adverse claim with respect to, any common-law or other right whatsoever (including, but not limited to, any copyright, trademark, service mark, literary, dramatic, music or motion picture right, right of privacy or publicity, contract or moral rights of authors) of any person or entity.

d. **FIGHTER** shall maintain his eligibility and keep in good standing any license required to participate in any bout.

e. **FIGHTER** shall not use any controlled or banned substance, including but not limited to marijuana, cocaine, methamphetamine, steroids or any similar drugs ("**Controlled Substance**"). **FIGHTER** agrees that an Athletic Commission and/or **PROMOTER** may test **FIGHTER** for Controlled Substances and **FIGHTER** agrees to submit to any pre-bout or post-bout drug test as requested by an Athletic Commission and/or **PROMOTER**.

f. **FIGHTER** acknowledges that an Athletic Commission and/or **PROMOTER** may fine, suspend and/or impose other penalties, including but not limited to removing recognition from **FIGHTER** of any Championship Title, status or belt if **FIGHTER** tests positive for a Controlled Substance. **FIGHTER** shall be deemed to be in breach of this section if **FIGHTER** tests positive for any Controlled Substance in any pre-bout or post-bout drug test and such test is upheld by an Athletic Commission.

11. Assignment. **PROMOTER** shall have the absolute right to assign, license, or transfer any or all of the rights granted to it hereunder, including, without limitation, the right to co-promote the bouts in association with any one or more persons or entities of its choosing.

12. Exclusivity. **FIGHTER** will not, except upon the prior written consent of **PROMOTER**, which consent **PROMOTER** shall be free to withhold in its sole and absolute discretion, engage in any mixed martial arts competition, bout or exhibition between the date hereof and the date of the bout, including any date to which the bout may be postponed or rescheduled.

13. Independent Contractor. Nothing herein contained shall be construed to constitute **FIGHTER** as an employee of **PROMOTER**. **FIGHTER** is an independent contractor, responsible for his own actions and expenses.

14. Equitable Relief. **FIGHTER** acknowledges that his services as a professional boxer are special, unique, extraordinary, irreplaceable, and of peculiar value, and that in the event of his breach or threatened breach of this Agreement, **PROMOTER** would suffer irreparable damage which would not reasonably or adequately be compensated solely by an action at law. Accordingly, **FIGHTER** expressly agrees that in the event of such breach or threatened breach, **PROMOTER** shall be entitled, in addition to all other rights and remedies available to it, to obtain equitable relief, including, but not limited to, an injunction against such breach in any court of competent jurisdiction, and that he will not assert as a defense in any such action that **PROMOTER** has an adequate remedy at law. **FIGHTER** also acknowledges that in addition to any equitable relief and or money damages assessed by any court against **FIGHTER** in connection with any suit for breach of this promotional agreement, **FIGHTER** shall be liable for **PROMOTER**'s attorneys' fees, expert fees and costs of suit incurred in connection with any action brought for the enforcement and/or breach of this promotional agreement or any bout agreement.

15. Representations, Warranties and Covenants.

(a) **FIGHTER** is at least eighteen (18) years of age;

(b) **FIGHTER** is a United States Citizen and/or is in the United States under a valid work visa;

(c) **FIGHTER** is free to enter into this agreement and has not heretofore and will not hereafter enter into any contract, agreement or understanding, whether oral or written, which conflicts in any material respect with the provisions hereof or which purports to grant similar or conflicting rights to any person, firm, or entity other than **PROMOTER**, or which would or might interfere with **FIGHTER**'s full and complete performance hereunder or the free and unimpaired exercise by **PROMOTER** of any of the rights granted to **PROMOTER** under this agreement. **FIGHTER** further represents and warrants to **PROMOTER** that there are no claims pending or threatened or any litigations affecting **FIGHTER** which would or might interfere with the full and complete exercise or enjoyment by **PROMOTER** of any rights granted hereunder.

(d) **FIGHTER** is in good physical and mental health and is not aware of any physical or mental disabilities that would in any way place **FIGHTER** in danger of sustaining a physical and/or mental injury or death or otherwise inhibit **FIGHTER**'s ability to perform all of the terms and conditions of this agreement;

(e) **FIGHTER** has received sufficient boxing, wrestling, and/or martial arts training to participate in any mixed martial arts competitions promoted by **PROMOTER** without substantial risk of suffering physical and/or mental harm;

(f) **FIGHTER** understands the dangerous nature and risks involved in participating in any mixed martial arts competition, as well as the potential for serious bodily injury and/or death;

(g) **PROMOTER** will provide secondary insurance coverage for all **FIGHTER**s. All costs are covered with pre-approval procedures being followed as mandated by the insurance carrier. A specific insurance attachment form outlining all guidelines, procedures and protocols for an injured **FIGHTER** will be provided.

(h) **FIGHTER** further acknowledges that **PROMOTER** is entering into this agreement in reliance upon the warranties, representations and covenants herein, and **FIGHTER** agrees to indemnify, defend and hold **PROMOTER** and its affiliates harmless from and against any and all liability, cost, or expense, including reasonable attorney's fees, **PROMOTER** or its affiliates may sustain or incur as a result of the breach or inaccuracy of any of said warranties, representations and covenants.

(i) If at any time during the term hereof **PROMOTER** shall offer to promote a bout for **FIGHTER** and **FIGHTER** shall refuse such bout, or attempt to cancel or postpone such bout, for reason of a claimed injury or other medical disability, **PROMOTER** shall have the right, but not the obligation, to have **FIGHTER** examined by a medical doctor of its choice, and if **PROMOTER** so elects, **FIGHTER** shall appear for such examination on one (1) day's notice.

16. Release and Waiver of Claims. **FIGHTER** HEREBY ACKNOWLEDGES AND AGREES THAT PARTICIPATION IN MIXED MARTIAL ARTS COMPETITIONS, SUCH AS THE CAGE FURY FIGHTING CHAMPIONSHIPS, IS A DANGEROUS ACTIVITY THAT MAY RESUILT IN THE **FIGHTER** SUFFERING SERIOUS PHYSICAL AND/OR MENTAL INJURY, PERMANENT DISFIGUREMENT, PARALYSIS AND/OR DEATH. **FIGHTER** HEREBY WILLINGLY, KNOWLINGLY, AND VOLUNTARILY ASSUMES ALL OF THE RISK(S) OF SUFFERING SERIOUS PHYSICAL AND/OR MENTAL INJURY, PERMANENT DISFIGUREMENT, PARALYSIS, AND/OR DEATH AS A DIRECT, INDIRECT, AND/OR PROXIMATE RESULT OF NELGIGENT AND/OR INTENTIONAL ACTIONS AND/OR OMISSIONS OF **FIGHTER**, **FIGHTER**'S OPPONENT, **PROMOTER**, **PROMOTER**'S OWNERS, EMPLOYEES, AND/OR AGENTS. **FIGHTER** FURTHER ACKNOWLEDGES AND AGREES THAT **FIGHTER** IS FAMILIAR WITH AND UNDERSTAND THE RULES OF THE CAGE FURY FIGHTING CHAMPIONSHIP MIXED MARTIAL ARTS COMPETITIONS, AS WELL AS THE RULES SET FORTH BY THE NEW JERSEY ATHLETIC CONTROL BOARD. PRIOR TO **FIGHTER**'S PARTICIPATION IN ANY EVENT, **FIGHTER** SHALL INSPECT THE MATS, CAGE, RING, EQUIPMENT AND OTHER ITEMS AND/OR FACILITIES. **FIGHTER** SHALL HAVE THE RIGHT TO ADVISE THE **PROMOTER** OF ANY EQUIPMENT THAT APPEARS UNSAFE SO THAT THE UNSAFE CONDITION CAN BE REMEDIED. **FIGHTER** SHALL ALSO HAVE THE RIGHT TO WITHDRAW FROM ANY COMPETITION IF THERE IS ANY ITEM **FIGHTER** BELEVES IS UNSAFE OR POTENTIALLY DANGEROUS. SHOULD **FIGHTER** DECIDE TO PARTICIPATE IN ANY EVENT KNOWING THAT ANY SUCH ITEM OR PIECE OF EQUIPMENT IS UNSAFE OR DANGEROUS, **FIGHTER** AGREES THAT SUCH PARTICIPATION IS AT **FIGHTER**'S OWN RISK AND PERIL.

AS A VALUABLE PART OF THE CONSIDERATION FOR ENTERING INTO THIS AGREEMENT, **FIGHTER** HEREBY RELEASES, WAIVES, HOLDS HARMLESS, AND FOREVER DISCHARGES **PROMOTER**, **PROMOTER**'S OWNERS, EMPLOYEES, AND/OR AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LAWSUITS, AND/OR LIABILITIES, OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES, PROPERTY DAMAGE, AND/OR RESULTING MOENTARY LOSS) THAT **FIGHTER**, **FIGHTER**'S FAMILY, HEIRS, EXECUTORS, AND ASSIGNS MAY SUFFER WHICH ARISES OUT OF, OR RELATES IN ANY WAY TO, **FIGHTER**'S PARTICIPATION IN ANY EVENT AND/OR THIS AGREEMENT. THIS RELEASE AND HOLD HOLDHARMLESS PROVISION COVERS, BUT IS NOT LIMITED TO, ANY AND ALL DAMAGES AND/OR INJURIES THAT **FIGHTER** MAY SUFFER TRAVELING TO AND/OR FROM ANY EVENT, WHILE PARTICIPATING IN ANY EVENT, AND/OR WHILE ON THE PROPERTY OF THE SITUS OF ANY EVENT. THIS RELEASE, WAIVER, AND HOLD HARMELSS PROVISION SHALL BE EFFECTIVE IMMEDIATELY UPON THE SIGNING OF THIS AGREEMENT AND SHALL CONTINUE TO BE IN FULL FORCE AND EFFECT EVEN AFTER THE FULL PERFORAMNCE AND/OR TERMINATION OF THIS AGREEMENT. **FIGHTER** EXPRESSLY AGREES THAT THE PROVISIONS OF THIS PARAGRAPH SHALL BE LEGALLY BINDING ON **FIGHTER**'S FAMILY, PERSONAL REPRESENTATIVES, EXECUTORS, HEIRS, AND ASSIGNS. **FIGHTER** AGREES THAT THIS RELEASE, WAIVER, AND HOLD HARMLESS PROVISION IS INTEDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF NEW JERSEY; AND THAT IF ANY PORTION OF THE PARAGRAPH IS HELD TO BE INVALID BY A COURT OF COMPITENT JURISDICTION, **FIGHTER** AGREES THAT THE BALANCE OF THIS PROVISION SHALL CONTINUE TO REMAIN IN FULL LEGAL FORCE AND EFFECT.

17. Indemnification. **PROMOTER** AND **FIGHTER** SHALL ASSUME FULL RESPONSIBILITY FOR THEIR RESPECTIVE EMPLOYEES, OFFICERS AGENTS, AND/OR BUSINESS INVITEES AND FOR THEIR WORK. **PROMOTER** AND **FIGHTER** HEREBY AGREE TO HOLD AND SAVE ONE ANOTHER HARMLESS FROM AND AGAINST ANY CLAIMS, DEMANDS, ACTIONS, LAWSUITS, CAUSES OF ACTIONS, LIABILITIES, JUDGMENTS, ORDERS, FINES, DAMAGES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND REASONABLE ATTORNEYS' FEES) WHICH MAY BE ASSERTED BY ANY PERSON ARISING OUT OF (A) INJURY, SICKNESS, DISEASE OR DEATH SUFFERED BY ANY PERSON OR INJURY, DAMAGE, OR DESTRUCTION OF PROPERTY, CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, WHETHER NEGLIGENT OR OTHERWISE, OF THE OTHER PARTY ITS OFFICERS, AGENTS, EMPLOYEES AND BUSINESS INVITEES, AND ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER CAUSED IN PART BY THE AGGRIEVED PARTY; AND/OR (B) THE VIOALTION OF ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION. THIS INDEMNIFICATION PROVISION SHALL NOT IN ANY WAY BE LIMITED BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION ACTS, DISABILITY BENEFITS, AND/OR OTHER EMPLOYEE BENFEIT LAWS. THIS PARAGRAPH SHALL SURVIVE THE FULL PERFORMANCE AND/OR TERMNATION OF THIS AGREEMENT.

18. Forum Selection/Governing Law. This Agreement has been delivered at and shall be deemed to have been made in New Jersey, and shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of New Jersey. **PROMOTER** and **FIGHTER** agree that the exclusive jurisdiction and venue for the resolution of any dispute arising from or relating to this agreement shall lie in the courts for the State of New Jersey. Each of the parties hereto irrevocably consents to the service of process in any such proceeding by the mailing of a copy of the summons and complaint by first-class mail to such party in accordance with the notice provisions of this agreement.

19. Promotional Agreement. In the event that **FIGHTER** has entered into a promotional agreement with **PROMOTER**, the terms and conditions of that agreement shall remain in full force and effect.

20. Severability. Nothing contained in this agreement shall require or be construed as to require the commission of any act contrary to any law, rule or regulation of any governmental authority, and if there shall exist any conflict between any provision of this agreement and any such law, rule or regulation, the latter shall prevail and the pertinent provision or provisions of this agreement shall be curtailed, limited or eliminated to the extent necessary to remove such conflict, and as so modified, this agreement shall continue in full force and effect.

21. Waiver. No waiver by any party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. All waivers must be in writing, specify the breach or default concerned and be signed by the party against whom the waiver is sought to be enforced. The payment of any monies by any party shall not be deemed a waiver. This agreement and the rights and obligations of the parties hereunder shall inure to the benefit of and be binding upon the permitted assigns, successors and affiliated entities of the parties hereto.

22. Confidentiality. **FIGHTER** shall not disclose to any third party (other than his employees and agents (including consultants), in their capacity as such, on a need-to-know basis), any information with respect to the terms and provisions of this Agreement except: (i) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, in which event(s) **FIGHTER** shall so notify **PROMOTER** as promptly as practicable (if possible, prior to making such disclosure) and shall seek confidential treatment of such information, (ii) as part of normal reporting or review procedure to his banks, auditors and attorneys and similar professionals, provided that such banks, auditors and attorneys and similar professionals agree to be bound by the provisions of this paragraph, and (iii) in order to enforce his rights pursuant to this agreement. **PROMOTER** shall have the sole right to determine the timing and content of and to make any press announcements and other public statements regarding this agreement. **PROMOTER** shall have the sole right to file this agreement with any applicable athletic or boxing commissions and world sanctioning bodies.

23. Benefit. The provisions of this agreement are for the exclusive benefit of the parties who are signatories hereto and their permitted successors and assigns, and no third party shall be a beneficiary of, or have any rights by virtue of, this agreement (whether or not such third party is referred to herein).

24. Entire Agreement. This agreement sets forth and integrates the entire understanding between **FIGHTER** and **PROMOTER**, and supersedes any and all prior or contemporaneous written or oral agreements or representations between the parties with respect to the subject matter hereof. It may not be altered, amended or discharged, except by a subsequent writing signed by the parties hereto. Descriptive headings of this agreement are inserted for convenience only and do not constitute a part of this agreement and shall not be considered for purposes of its interpretation. Any ambiguities shall be resolved without reference to which party may have drafted this agreement.

25. Transfer of Agreement. The parties may not assign this Agreement or any right or obligation of this agreement without the written consent of the other party, except that this Agreement is transferrable without consent of **PROMOTER** to the successor in interest to the business of **PROMOTER** whether by sale of assets, merger or otherwise.

26. Counterparts/Facsimile. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile and electronic signatures shall be as effective as originals.

27. Notices. Any notice required or desired to be given hereunder shall be in writing and sent (i) postage prepaid by certified mail, return receipt requested, (ii) by prepaid telegram or (iii) by confirmed facsimile, addressed as follows:

(a) To **PROMOTER**
CFFC PROMOTIONS LLC
416 KINGS HIGHWAY EAST
HADDONFIELD, NJ 08033
FAX: (844) 329-2332

(b) FIGHTER
FULL LEGAL Name: SHANE BURGOS
FIGHTER Address: 30 seals drive
City: Monroe
State: Ny
Phone: 845 612 9188
Email Address: fish@davidmfish.com
Social Security #: 108789425

All such notices shall be deemed given when mailed, delivered to the local telegraph office of the sender, sent by confirmed facsimile or via electronic email.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

CFFC PROMOTIONS LLC, trading as CAGE FURY FIGHTING CHAMPIONSHIPS

By: Rob Haydak, CEO

/s/ Robert J Haydak Jr
Robert J Haydak Jr (Jun 17, 2016)

Fighter Signature: /s/ Shane Burgos
Shane Burgos (Jan 16, 2016)

Manager Signature:

EXHIBIT "A" TO BOUT AGREEMENT - TERM SHEET

FIGHTER means SHANE BURGOS

OPPONENT means JACOB BOHN unless he is injured or otherwise not available to compete, in which case a substitute **FIGHTER** may be selected by **PROMOTER**.

BOUT DATE means 2/27/2016 such other date as **PROMOTER** may designate, in its sole discretion.

BOUT LOCATION means 2300 ARENA PHILADELPHIA PA or such other location as **PROMOTER** may designate, in its sole discretion.

WEIGHT DIVISION means 145LBS + 1; maximum. **PROMOTER** reserves the right to have fighter weigh-in upon checking into the venue and anytime leading up to the official weigh-in. If **FIGHTER** is over the required weight allowance, it is understood that the commission reserves the right to financially penalize the **FIGHTER**. The **PROMOTION** will reserves the right to financially penalize the **FIGHTER** the same amount as the commissions penalty and possible cancellation of his/her bout.

NUMBER OF ROUNDS means 3 rounds of five (5) minutes each to a decision.

FIGHTER'S PURSE means $1800.00 (Less all permissible or required deductions and withholding)

WIN BONUS means $1800.00 (Less all permissible or required deductions and withholding)

INCIDENTALS means (i) N/A hotel or motel rooms; (ii) N/A round-trip economy class airline tickets from N/A to N/A; It is expressly understood, however, that **PROMOTER** shall have no obligation for the cost of long-distance telephone calls, alcoholic beverages, entertainment or similar expenses, all of which shall be borne solely by **FIGHTER**, and **FIGHTER** shall be required to provide satisfactory credit or cash security to the hotel for such personal expenses. **PROMOTER** shall have the right at its option to withhold ten percent (10%) of the purse (up to a maximum of $5,000.00) and to pay such expenses there from if **FIGHTER** fails to do so. Upon presentation by **FIGHTER** to **PROMOTER** of satisfactory evidence by **FIGHTER** of payment of such expenses, any remaining portion of the withheld amount shall be paid to **FIGHTER**. **PROMOTER** does not provide hotel lodging at non-casino venues. In the event contracted fighter lives 41 or miles from the designated venue, then CFFC will provide fighter with a **$150** stipend in addition to his/her fight purse.

TRAINING COMMENCEMENT DATE means 2/20/2016

MEDICAL REPORT DUE DATE means 2/16/2016

EXHIBIT "B" TO BOUT AGREEMENT

Bout Ancillary Rights include: The unrestricted right to project, telecast, photograph, record, or otherwise reproduce the Bout and the events immediately preceding, during and following the bout and between the rounds in any and all media in or by any manner, method, device (now known or hereafter devised), including but not limited to the unlimited and unrestricted right to telecast the bout by means of live or delayed, over-the-air, cable, home or theater, interactive, pay, pay-per-view, satellite, subscription, master antenna, multi-point or closed circuit television, Internet applications, films and tapes, for exhibition in any and all media and all gauges, whether for theatrical exhibition or for sale, lease or license for home use, including audio and audio-visual cassettes and discs, CD-ROMs, DVDs, all forms of Internet online services, delivery or applications, "EVR," holograms, games and toys, home video and computer games, arcade video games, hand-held versions of video games, video slot machines, the unlimited right to deal with any or all of the foregoing and to obtain copyright or similar protection domestically or internationally in the name of **PROMOTER** or **PROMOTER**'s nominee or assignee, and all other rights, privileges, benefits, matters and things incident to or arising out of all or any of the foregoing, all in such manner as **PROMOTER** shall determine in its sole discretion; and

The unrestricted right to use, edit, disseminate, display, reproduce, print or publish in any media the name, sobriquet, voice, persona, signature, likeness and biography of **FIGHTER** and other persons affiliated with **FIGHTER** who are connected to the Bout, for purposes of advertising, promotion, publicity, merchandising and exploitation of the Bout, any Pre-Bout Events and Post-Bout Events; for purposes of the development, manufacturing, distribution, marketing and/or sale of any and all interactive devices, home video and computer games, arcade video games, hand-held versions of video games, video slot machines, CD-ROMs, DVDs; Internet applications, video and audio cassettes, photographs, toys, merchandising, and any and all other similar products, including but not limited to the sleeves, jackets, and packaging for such products, and commercial and merchandising tie-ups and advertisements, banners, buttons, posters, t-shirts, clothing (including but not limited to hats and jackets), jewelry, and other souvenir items.

EXHIBIT "C" TO BOUT AGREEMENT
PURSE DEDUCTION

FAILURE TO TIMELY PROVIDE MEDICAL INFORMATION **- 20%**

UNAPPROVED PROMOTIONAL/ADVERTISING SPONSORS **- 25%**

VIOLATION OF FIGHTER CONDUCT **- 50%**

FAILURE TO MEET AGREED WEIGHT REQUIREMENT *- FINE EQUAL TO THE STATE LICENSING COMMMSION PENALTY*

EXHIBIT "D" TO BOUT AGREEMENT
TICKETS

FIGHTER shall receive twenty percent (20%) of the tickets he sells provided by the **PROMOTER**. **FIGHTER** shall also receive twenty percent (20%) of the tickets he sells online at www.CFFC.tv. All commissions paid for online tickets will be issued 10-14 business days after the date of the event due to credit card clearance.

All unsold tickets provided to the fighter must be returned and received by the promotion **at least seven (7) days prior to weigh-ins**. **UNSOLD TICKETS WILL NOT BE ACCEPTED BY THE PROMOTER** after this point in time. Failure to return unsold tickets and monies owed for tickets sold within (7) seven days will also result in the fighter forfeiting any and all ticket commission. **Fighter** guarantees to sell 70 tickets and any under that amount will be deducted from the fighter's purse.

Ticket Price	Quantity
$55 – General Admission	70
$75 – Premium	0
$95 – Luxury	0
$175 – Cage Side	0

PROMOTER does not issue comp tickets for friends, family or managers. Only free entrance is permitted to **FIGHTER'S** and licensed cornermen. Second orders for ticket requests that do not have full payment on first order, will receive an administrative/postage fee of $15.00 for regular mail, $30 for overnight.

Address to mail tickets..
Address: 29 birchwood drive
City: Highland mills
State: Ny **Zip:** 10930

EXHIBIT "E" TO BOUT AGREEMENT
WALK-OUT MUSIC

Do not leave this portion blank! You may change this up until the week prior to the event.

Absolutely no profanity. All live artist must get lyrics pre-approved. Any violations of music will result in a maximum of 20% purse deduction.

Walk Out Song and Artist: Invincible by machine gun kelly

EXHIBIT "F" TO BOUT AGREEMENT
TALE OF THE TAPE

Full Name including nickname: Hurricane Shane Burgos

Fighting out of City/State: Monroe New York

Age: 24 Height: 5'11 Reach: 0

Gym Affiliation: Tiger Schulmann's mma

Fighting Style: (Jiu Jitsu, Wrestler, Striker, Boxer, etc) Mma

EXHIBIT "G" TO BOUT AGREEMENT
CORNERMEN

All **FIGHTERS** are permitted to have no more than three (3) licensed team members accompany in the warm-up & testing areas. In the event the bout qualifies for a 4th team member you will be notified and your 4th cornermen will be permitted.

(1) Danny Schulmann

(2) Ron Schulmann

(3) Ray velez

(4)

CONTRACT IS ONLY GOOD FOR 48 HOURS.
IF NOT RETURNED WITHIN 48 HOURS, CONTRACT IS NULL AND VOID

CAGE FURY FIGHTING CHAMPIONSHIPS

CONTRACT COVER PAGE

NAME: JARED GORDON

EVENT NAME: CFFC 59

EVENT LOCATION: 2300 ARENA PHILADELPHLA PA

PLEASE MAKE SURE YOU READ THIS ENTIRE PAGE!!!

- This contract is time sensitive! This contract is only valid for 48 hours from the "*Date of Contract"* and "*Time Sent*". You must submit this contract within the 48 hour or this contract will be null and void.
- We will need a hi-res digital photograph of you for promotional material. It is very important that you send in this photo ASAP so promotional material can be designed for your fight. We will need images in the following poses:
  - Fighter stance angled to the right
  - Fighter stance angled to the left
  - Standing with your arms crossed in front of you
  - *If CFFC have photographs from you from a fight in the past year, you do NOT need to send in any images.*
- All licensing applications must be submitted within 24 hours of this contract.
  THERE ARE NO EXCEPTIONS TO THIS RULE!!!
  If you do not submit your license documentation that was emailed to you, your contract is NOT valid and your fight will be replaced. In the past, we have allowed these to be turned in later in the process however this has changed. **YOU MUST SUBMIT YOUR LICENSE APPLICATION WITHIN 24 HOURS OF SIGNING THIS CONTRACT**
- You will be sent your medical requirements for your fight approximately 4 weeks from your fight date. Please take note of the deadline to submit medicals to Melissa (melissa@cftc.tv) as you are subject to punitive penalties if these items are submitted late.
- If at any time throughout this process, you have any questions about this contract, medicals, licensing, social media, production information or your fight in general, please contact CFFC General Manager Arias Garcia at **arias@cffc.tv** or by call/text at **(856) 498-5284**

CONTRACT IS ONLY GOOD FOR 48 HOURS.
IF NOT RETURNED WITHIN 48 HOURS, CONTRACT IS NULL AND VOID

CAGE FURY FIGHTING CHAMPIONSHIPS BOUT AGREEMENT

THIS BOUT AGREEMENT is made and entered into as of the date, 5/23/2016 by and between CFFC Promotions LLC, trading as Cage Fury Fighting Championships, with offices at 416 Kings Highway E Haddonfield, NJ 08033, and mixed martial arts fighter JARED GORDON also referred to for purposes of this agreement as **"FIGHTER".**

WHEREAS, FIGHTER wishes to engage and is willing and able to participate in a bout with **OPPONENT**, and to grant the rights assigned to **PROMOTER** herein, and **PROMOTER** is willing and able to promote such bout upon the terms and conditions set forth below; **WHEREAS**, the parties desire to enter into an agreement pursuant to which **FIGHTER** shall engage in a mixed martial arts bout between JARED GORDON and ANTHONY MORRISON and other bouts, upon and subject to the terms and conditions hereinafter set forth.

This bout is the 1st
of a 2
fight agreement.

For the first fight, **FIGHTER** will earn $1,600.00 to show and $1,600.00 to win with a 80 ticket guarantee.

For the second fight, **FIGHTER** wins that bout, he will earn $1,850.00 to show and $1,850.00 to win with a 80 ticket guarantee.

For the third fight, **FIGHTER** wins that bout, he will earn N/A to show and N/A to win with a N/A ticket guarantee

For the fourth fight, **FIGHTER** wins that bout, he will earn N/A to show and N/A to win with a N/A ticket guarantee

If FIGHTER loses any of the bouts during this term, his purse will remain the same in which the bout he lost.

During the Term, CFFC has the exclusive rights to **FIGHTER** and he may not participate in any MMA/Boxing/Kickboxing bouts outside of CFFC. CFFC has the option to release **FIGHTER** after a loss.

CFFC will immediately release fighter at any point during this contract, should the UFC offer a contract to said fighter. In the event this occurs within 30 days of a scheduled bout, and assuming said fighter is slated on the main card, fighter will be required to retain and submit payment for all tickets on hand. Compliance with all the above will result in CFFC providing the UFC with an immediate release form on behalf of the promotion.

WHEREAS, FIGHTER understands the dangerous nature and risks involved in participating in any mixed martial arts competition, as well as, the potential for serious bodily injury and/or death. **FIGHTER** represents that he/she is presently, and will be, in good and proper health to engage in said mixed martial arts bouts; and

WHEREAS, Bolded terms not otherwise defined herein shall have the meanings ascribed to such terms on the Term Sheet attached hereto as Exhibit "A" and incorporated by this reference ("**Term Sheet**").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **PROMOTER** and **FIGHTER** agree as follows:

1 . The Bout. **FIGHTER** will engage in a mixed martial arts contest with **OPPONENT ("Bout")** on the **BOUT DATE** at the **BOUT LOCATION.** The Bout will be in the specified **WEIGHT DIVISION**, and will consist of the specified **NUMBER OF ROUNDS**.

2 . Worldwide Rights to Bouts. **FIGHTER** grants to **PROMOTER** each and every right set forth on Exhibit "B" hereto, in perpetuity, which rights shall survive any termination of this Bout Agreement ("**Bout Ancillary Rights**").

3. Purse. Provided that the bout is completed in accordance with the provisions hereof, **PROMOTER** shall pay to **FIGHTER** the **FIGHTER'S PURSE**, less all permissible or required deductions and withholding.

4 . Standard Fighter Contract. **FIGHTER** shall execute and comply with a standard **FIGHTER** contract for the bout on the form required by the applicable athletic commission (the "**Standard FIGHTER Contract**"), consistent with the terms of this Bout Agreement.

5. Medical. All physical and medical costs not covered by the State are the sole responsibility of **FIGHTER. FIGHTER MUST GET MEDICALS COMPLETED AND APPROVED BY THE DEADLINE DATE SET FORTH IN EXHIBIT "A".** If **FIGHTER** fails to get medical information in on time, he/she is subject to purse deduction according to Exhibit "C". **PROMOTER** reserves the right to pull **FIGHTER** from the fight card if **FIGHTER** fails to submit medicals by the deadline stated in "Exhibit A". In such a case, **PROMOTER** will retain **FIGHTER**'s rights exclusively for another fight within six (6) months.

6. Publicity and Promotion. **FIGHTER** shall cooperate and assist in the publicizing, advertising and promotion of the Bout, including all Pre-Bout and Post-Bout Events, all rebroadcasts and compilations of the Bout, and all merchandizing for the Bout, and shall appear at and participate in a reasonable number of joint and/or separate press conferences, interviews, and other publicity or exploitation appearances or activities (any or all of which may be telecast, broadcast, recorded and/or filmed), at times and places designated by **PROMOTER. FIGHTER** shall arrive and commence training at the **BOUT LOCATION** on the **TRAINING COMMENCEMENT DATE.**

7. Force Majeure and Other Postponements.

(a) In the event the bout is prevented from taking place by reason of any act of God, fire, flood, riot, war, public disaster or any other cause beyond the direct and immediate control of **PROMOTER,** or if **FIGHTER** or **OPPONENT** shall be or become disabled or incapacitated by reason of any physical or mental disability, injury or illness which prevents or interferes with his or their participation in such bout as scheduled, and a physician licensed by the local government authority having jurisdiction over such bout shall certify that **FIGHTER** or **OPPONENT** cannot participate in such bout as scheduled, the **PROMOTER** may, at its sole option, either postpone such bout to a date not later than **180 days** after the originally scheduled date, in which event all of the provisions of this agreement shall remain in full force and effect and shall apply to the rescheduled date or else cancel or terminate this Agreement. **FIGHTER** will submit to medical examination(s) reasonably requested by **PROMOTER.** If the bout, which is the subject matter of this agreement, is on the undercard to any main event and that main event is postponed or canceled for any reason whatsoever, the **PROMOTER** may at its sole option either postpone such bout to a date to coincide with the postponed date of the main event or another main event, in which event all of the provisions of this agreement, including the provisions of this paragraph, shall remain in full force and effect and shall apply to the rescheduled date or else cancel or terminate this agreement.

(b) In the event **FIGHTER'S** opponent for any of the bouts shall for any reason fail or refuse to participate in such bout, or shall withdraw there from and **PROMOTER** shall so notify **FIGHTER. PROMOTER** may at its sole option cancel this agreement as it relates to such bout or terminate this agreement.

(c) In the event **PROMOTER** exercises its right to cancel or terminate this agreement pursuant to any of the preceding provisions, **FIGHTER** shall thereupon immediately return to **PROMOTER** all sums, if any, theretofore advanced or paid to **FIGHTER** by **PROMOTER** in connection with such bout, and neither party shall have any further rights or obligations hereunder with respect to such bout or this agreement, as applicable.

8. Further Assurances. **FIGHTER** shall execute any and all additional documents or instruments necessary or desirable to effectuate the provisions of this Agreement, in such form as may be required by the local governmental authority with jurisdiction over the bout and/or any organization(s) sanctioning the bout if applicable. No party hereto shall take any action or fail to take any action which action or failure shall frustrate the purposes of this Agreement and the benefits contemplated hereby.

9. Attire. **FIGHTER** agrees that no advertising or promotional material shall appear on any item of clothing worn by **FIGHTER,** his trainers, seconds or assistants during and/or at the Bouts without the prior written approval of **PROMOTER.** If **PROMOTER** does not, in its sole discretion, grant such approval, **FIGHTER** and/or his trainers, seconds or assistants, as the case may be, shall promptly either take corrective action to remove the disapproved material or shall substitute therefore clothing or equipment provided by **PROMOTER.** In the event promotional advertising/sponsors are not pre-approved and worn during the event, **PROMOTER** may deduct up to a maximum from purse according to Exhibit "C".

10. Fighter Conduct.

a . **FIGHTER** shall conduct himself in accordance with commonly accepted standards of decency, social conventions and morals, and **FIGHTER** will not commit any act or become involved in any situation or occurrence or make any statement which will reflect negatively upon or bring disrepute, contempt, scandal, ridicule, or disdain to **FIGHTER,** the identity of **FIGHTER** or any of **FIGHTER's** affiliates, **PROMOTER** or any of its officers, managers, members, employees, or agents. **FIGHTER's** conduct shall not be such as to shock, insult or offend the public or any organized group therein, or reflect unfavorably upon any current or proposed sponsor or such sponsor's advertising agency, or any network or station over which a bout is to be broadcast.

b . **FIGHTER** and **FIGHTER's** affiliates shall maintain a high standard of sportsmanship and conduct themselves in a professional manner prior to, during, and following each bout.

c . **FIGHTER** shall not authorize or be involved with any advertising material or publicity materials that contain language or material which is generally considered to be obscene, libelous, slanderous or defamatory and will not violate or infringe upon, or give rise to any adverse claim with respect to, any common-law or other right whatsoever (including, but not limited to, any copyright, trademark, service mark, literary, dramatic, music or motion picture right, right of privacy or publicity, contract or moral rights of authors) of any person or entity.

d. **FIGHTER** shall maintain his eligibility and keep in good standing any license required to participate in any bout.

e. **FIGHTER** shall not use any controlled or banned substance, including but not limited to marijuana, cocaine, methamphetamine, steroids or any similar drugs ("**Controlled Substance**"). **FIGHTER** agrees that an Athletic Commission and/or **PROMOTER** may test **FIGHTER** for Controlled Substances and **FIGHTER** agrees to submit to any pre-bout or post-bout drug test as requested by an Athletic Commission and/or **PROMOTER**.

f. **FIGHTER** acknowledges that an Athletic Commission and/or **PROMOTER** may fine, suspend and/or impose other penalties, including but not limited to removing recognition from **FIGHTER** of any Championship Title, status or belt if **FIGHTER** tests positive for a Controlled Substance. **FIGHTER** shall be deemed to be in breach of this section if **FIGHTER** tests positive for any Controlled Substance in any pre-bout or post-bout drug test and such test is upheld by an Athletic Commission.

11. Assignment. **PROMOTER** shall have the absolute right to assign, license, or transfer any or all of the rights granted to it hereunder, including, without limitation, the right to co-promote the bouts in association with any one or more persons or entities of its choosing.

12. Exclusivity. **FIGHTER** will not, except upon the prior written consent of **PROMOTER**, which consent **PROMOTER** shall be free to withhold in its sole and absolute discretion, engage in any mixed martial arts competition, bout or exhibition between the date hereof and the date of the bout, including any date to which the bout may be postponed or rescheduled.

13. Independent Contractor. Nothing herein contained shall be construed to constitute **FIGHTER** as an employee of **PROMOTER. FIGHTER** is an independent contractor, responsible for his own actions and expenses.

14. Equitable Relief. **FIGHTER** acknowledges that his services as a professional boxer are special, unique, extraordinary, irreplaceable, and of peculiar value, and that in the event of his breach or threatened breach of this Agreement, **PROMOTER** would suffer irreparable damage which would not reasonably or adequately be compensated solely by an action at law. Accordingly, **FIGHTER** expressly agrees that in the event of such breach or threatened breach, **PROMOTER** shall be entitled, in addition to all other rights and remedies available to it, to obtain equitable relief, including, but not limited to, an injunction against such breach in any court of competent jurisdiction, and that he will not assert as a defense in any such action that **PROMOTER** has an adequate remedy at law. **FIGHTER** also acknowledges that in addition to any equitable relief and or money damages assessed by any court against **FIGHTER** in connection with any suit for breach of this promotional agreement, **FIGHTER** shall be liable for **PROMOTER**'s attorneys' fees, expert fees and costs of suit incurred in connection with any action brought for the enforcement and/or breach of this promotional agreement or any bout agreement.

15. Representations, Warranties and Covenants.

(a) **FIGHTER** is at least eighteen (18) years of age;

(b) **FIGHTER** is a United States Citizen and/or is in the United States under a valid work visa;

(c) **FIGHTER** is free to enter into this agreement and has not heretofore and will not hereafter enter into any contract, agreement or understanding, whether oral or written, which conflicts in any material respect with the provisions hereof or which purports to grant similar or conflicting rights to any person, firm, or entity other than **PROMOTER**, or which would or might interfere with **FIGHTER**'s full and complete performance hereunder or the free and unimpaired exercise by **PROMOTER** of any of the rights granted to **PROMOTER** under this agreement. **FIGHTER** further represents and warrants to **PROMOTER** that there are no claims pending or threatened or any litigations affecting **FIGHTER** which would or might interfere with the full and complete exercise or enjoyment by **PROMOTER** of any rights granted hereunder.

(d) **FIGHTER** is in good physical and mental health and is not aware of any physical or mental disabilities that would in any way place **FIGHTER** in danger of sustaining a physical and/or mental injury or death or otherwise inhibit **FIGHTER**'s ability to perform all of the terms and conditions of this agreement;

(e) **FIGHTER** has received sufficient boxing, wrestling, and/or martial arts training to participate in any mixed martial arts competitions promoted by **PROMOTER** without substantial risk of suffering physical and/or mental harm;

(f) **FIGHTER** understands the dangerous nature and risks involved in participating in any mixed martial arts competition, as well as the potential for serious bodily injury and/or death;

(g) **PROMOTER** will provide secondary insurance coverage for all **FIGHTER**s. All costs are covered with pre-approval procedures being followed as mandated by the insurance carrier. A specific insurance attachment form outlining all guidelines, procedures and protocols for an injured **FIGHTER** will be provided.

(h) **FIGHTER** further acknowledges that **PROMOTER** is entering into this agreement in reliance upon the warranties, representations and covenants herein, and **FIGHTER** agrees to indemnify, defend and hold **PROMOTER** and its affiliates harmless from and against any and all liability, cost, or expense, including reasonable attorney's fees, **PROMOTER** or its affiliates may sustain or incur as a result of the breach or inaccuracy of any of said warranties, representations and covenants.

(i) If at any time during the term hereof **PROMOTER** shall offer to promote a bout for **FIGHTER** and **FIGHTER** shall refuse such bout, or attempt to cancel or postpone such bout, for reason of a claimed injury or other medical disability, **PROMOTER** shall have the right, but not the obligation, to have **FIGHTER** examined by a medical doctor of its choice, and if **PROMOTER** so elects, **FIGHTER** shall appear for such examination on one (1) day's notice.

16. Release and Waiver of Claims. **FIGHTER** HEREBY ACKNOWLEDGES AND AGREES THAT PARTICIPATION IN MIXED MARTIAL ARTS COMPETITIONS, SUCH AS THE CAGE FURY FIGHTING CHAMPIONSHIPS, IS A DANGEROUS ACTIVITY THAT MAY RESUILT IN THE **FIGHTER** SUFFERING SERIOUS PHYSICAL AND/OR MENTAL INJURY, PERMANENT DISFIGUREMENT, PARALYSIS AND/OR DEATH. **FIGHTER** HEREBY WILLINGLY, KNOWLINGLY, AND VOLUNTARILY ASSUMES ALL OF THE RISK(S) OF SUFFERING SERIOUS PHYSICAL AND/OR MENTAL INJURY, PERMANENT DISFIGUREMENT, PARALYSIS, AND/OR DEATH AS A DIRECT, INDIRECT, AND/OR PROXIMATE RESULT OF NELGIGENT AND/OR INTENTIONAL ACTIONS AND/OR OMISSIONS OF **FIGHTER, FIGHTER'S** OPPONENT, **PROMOTER, PROMOTER'S** OWNERS, EMPLOYEES, AND/OR AGENTS. **FIGHTER** FURTHER ACKNOWLEDGES AND AGREES THAT **FIGHTER** IS FAMILIAR WITH AND UNDERSTAND THE RULES OF THE CAGE FURY FIGHTING CHAMPIONSHIP MIXED MARTIAL ARTS COMPETITIONS, AS WELL AS THE RULES SET FORTH BY THE NEW JERSEY ATHLETIC CONTROL BOARD. PRIOR TO **FIGHTER'S** PARTICIPATION IN ANY EVENT, **FIGHTER** SHALL INSPECT THE MATS, CAGE, RING, EQUIPMENT AND OTHER ITEMS AND/OR FACILITIES. **FIGHTER** SHALL HAVE THE RIGHT TO ADVISE THE **PROMOTER** OF ANY EQUIPMENT THAT APPEARS UNSAFE SO THAT THE UNSAFE CONDITION CAN BE REMEDIED. **FIGHTER** SHALL ALSO HAVE THE RIGHT TO WITHDRAW FROM ANY COMPETITION IF THERE IS ANY ITEM **FIGHTER** BELEVES IS UNSAFE OR POTENTIALLY DANGEROUS. SHOULD **FIGHTER** DECIDE TO PARTICIPATE IN ANY EVENT KNOWING THAT ANY SUCH ITEM OR PIECE OF EQUIPMENT IS UNSAFE OR DANGEROUS, **FIGHTER** AGREES THAT SUCH PARTICIPATION IS AT **FIGHTER**'S OWN RISK AND PERIL.

AS A VALUABLE PART OF THE CONSIDERATION FOR ENTERING INTO THIS AGREEMENT, **FIGHTER** HEREBY RELEASES, WAIVES, HOLDS HARMLESS, AND FOREVER DISCHARGES **PROMOTER, PROMOTER'S** OWNERS, EMPLOYEES, AND/OR AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LAWSUITS, AND/OR LIABILITIES, OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES, PROPERTY DAMAGE, AND/OR RESULTING MOENTARY LOSS) THAT **FIGHTER, FIGHTER'S** FAMILY, HEIRS, EXECUTORS, AND ASSIGNS MAY SUFFER WHICH ARISES OUT OF, OR RELATES IN ANY WAY TO, **FIGHTER'S** PARTICIPATION IN ANY EVENT AND/OR THIS AGREEMENT. THIS RELEASE AND HOLD HOLDHARMLESS PROVISION COVERS, BUT IS NOT LIMITED TO, ANY AND ALL DAMAGES AND/OR INJURIES THAT **FIGHTER** MAY SUFFER TRAVELING TO AND/OR FROM ANY EVENT, WHILE PARTICIPATING IN ANY EVENT, AND/OR WHILE ON THE PROPERTY OF THE SITUS OF ANY EVENT. THIS RELEASE, WAIVER, AND HOLD HARMELSS PROVISION SHALL BE EFFECTIVE IMMEDIATELY UPON THE SIGNING OF THIS AGREEMENT AND SHALL CONTINUE TO BE IN FULL FORCE AND EFFECT EVEN AFTER THE FULL PERFORAMNCE AND/OR TERMINATION OF THIS AGREEMENT. **FIGHTER** EXPRESSLY AGREES THAT THE PROVISIONS OF THIS PARAGRAPH SHALL BE LEGALLY BINDING ON **FIGHTER**'S FAMILY, PERSONAL REPRESENTATIVES, EXECUTORS, HEIRS, AND ASSIGNS. **FIGHTER** AGREES THAT THIS RELEASE, WAIVER, AND HOLD HARMLESS PROVISION IS INTEDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF NEW JERSEY; AND THAT IF ANY PORTION OF THE PARAGRAPH IS HELD TO BE INVALID BY A COURT OF COMPITENT JURISDICTION, **FIGHTER** AGREES THAT THE BALANCE OF THIS PROVISION SHALL CONTINUE TO REMAIN IN FULL LEGAL FORCE AND EFFECT.

17. Indemnification. **PROMOTER** AND **FIGHTER** SHALL ASSUME FULL RESPONSIBILITY FOR THEIR RESPECTIVE EMPLOYEES, OFFICERS AGENTS, AND/OR BUSINESS INVITEES AND FOR THEIR WORK. **PROMOTER** AND **FIGHTER** HEREBY AGREE TO HOLD AND SAVE ONE ANOTHER HARMLESS FROM AND AGAINST ANY CLAIMS, DEMANDS, ACTIONS, LAWSUITS, CAUSES OF ACTIONS, LIABILITIES, JUDGMENTS, ORDERS, FINES, DAMAGES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND REASONABLE ATTORNEYS' FEES) WHICH MAY BE ASSERTED BY ANY PERSON ARISING OUT OF (A) INJURY, SICKNESS, DISEASE OR DEATH SUFFERED BY ANY PERSON OR INJURY, DAMAGE, OR DESTRUCTION OF PROPERTY, CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, WHETHER NEGLIGENT OR OTHERWISE, OF THE OTHER PARTY ITS OFFICERS, AGENTS, EMPLOYEES AND BUSINESS INVITEES, AND ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER CAUSED IN PART BY THE AGGRIEVED PARTY; AND/OR (B) THE VIOALTION OF ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION. THIS INDEMNIFICATION PROVISION SHALL NOT IN ANY WAY BE LIMITED BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION ACTS, DISABILITY BENEFITS, AND/OR OTHER EMPLOYEE BENFEIT LAWS. THIS PARAGRAPH SHALL SURVIVE THE FULL PERFORMANCE AND/OR TERMNATION OF THIS AGREEMENT.

18. Forum Selection/Governing Law. This Agreement has been delivered at and shall be deemed to have been made in New Jersey, and shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of New Jersey. **PROMOTER** and **FIGHTER** agree that the exclusive jurisdiction and venue for the resolution of any dispute arising from or relating to this agreement shall lie in the courts for the State of New Jersey. Each of the parties hereto irrevocably consents to the service of process in any such proceeding by the mailing of a copy of the summons and complaint by first-class mail to such party in accordance with the notice provisions of this agreement.

19. Promotional Agreement. In the event that **FIGHTER** has entered into a promotional agreement with **PROMOTER,** the terms and conditions of that agreement shall remain in full force and effect.

20. Severability. Nothing contained in this agreement shall require or be construed as to require the commission of any act contrary to any law, rule or regulation of any governmental authority, and if there shall exist any conflict between any provision of this agreement and any such law, rule or regulation, the latter shall prevail and the pertinent provision or provisions of this agreement shall be curtailed, limited or eliminated to the extent necessary to remove such conflict, and as so modified, this agreement shall continue in full force and effect.

21. Waiver. No waiver by any party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. All waivers must be in writing, specify the breach or default concerned and be signed by the party against whom the waiver is sought to be enforced. The payment of any monies by any party shall not be deemed a waiver. This agreement and the rights and obligations of the parties hereunder shall inure to the benefit of and be binding upon the permitted assigns, successors and affiliated entities of the parties hereto.

22. Confidentiality. **FIGHTER** shall not disclose to any third party (other than his employees and agents (including consultants), in their capacity as such, on a need-to-know basis), any information with respect to the terms and provisions of this Agreement except: (i) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, in which event(s) **FIGHTER** shall so notify **PROMOTER** as promptly as practicable (if possible, prior to making such disclosure) and shall seek confidential treatment of such information, (ii) as part of normal reporting or review procedure to his banks, auditors and attorneys and similar professionals, provided that such banks, auditors and attorneys and similar professionals agree to be bound by the provisions of this paragraph, and (iii) in order to enforce his rights pursuant to this agreement. **PROMOTER** shall have the sole right to determine the timing and content of and to make any press announcements and other public statements regarding this agreement. **PROMOTER** shall have the sole right to file this agreement with any applicable athletic or boxing commissions and world sanctioning bodies.

23. Benefit. The provisions of this agreement are for the exclusive benefit of the parties who are signatories hereto and their permitted successors and assigns, and no third party shall be a beneficiary of, or have any rights by virtue of, this agreement (whether or not such third party is referred to herein).

24. Entire Agreement. This agreement sets forth and integrates the entire understanding between **FIGHTER** and **PROMOTER,** and supersedes any and all prior or contemporaneous written or oral agreements or representations between the parties with respect to the subject matter hereof. It may not be altered, amended or discharged, except by a subsequent writing signed by the parties hereto. Descriptive headings of this agreement are inserted for convenience only and do not constitute a part of this agreement and shall not be considered for purposes of its interpretation. Any ambiguities shall be resolved without reference to which party may have drafted this agreement.

25. Transfer of Agreement. The parties may not assign this Agreement or any right or obligation of this agreement without the written consent of the other party, except that this Agreement is transferrable without consent of **PROMOTER** to the successor in interest to the business of **PROMOTER** whether by sale of assets, merger or otherwise.

26. Counterparts/Facsimile. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile and electronic signatures shall be as effective as originals.

27. Notices. Any notice required or desired to be given hereunder shall be in writing and sent (i) postage prepaid by certified mail, return receipt requested, (ii) by prepaid telegram or (iii) by confirmed facsimile, addressed as follows:

(a) To PROMOTER
CFFC PROMOTIONS LLC
416 KINGS HIGHWAY EAST
HADDONFIELD, NJ 08033
FAX: (844) 329-2332

(b) FIGHTER
FULL LEGAL Name: JARED GORDON
FIGHTER Address: 3604 21ave
City: Astoria
State: New york
Phone: 9179432145
Email Address: tko.jared@aol.com
Social Security #: 067765365

All such notices shall be deemed given when mailed, delivered to the local telegraph office of the sender, sent by confirmed facsimile or via electronic email.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

CFFC PROMOTIONS LLC, trading as CAGE FURY FIGHTING CHAMPIONSHIPS

By: Rob Haydak, CEO

/s/ Robert J Haydak Jr
Robert J Haydak Jr (Jun 17, 2016)

Fighter Signature:

/s/ Jared Gordon
Jared Gordon (May 23, 2016)

Manager Signature:

EXHIBIT "A" TO BOUT AGREEMENT - TERM SHEET

FIGHTER means JARED GORDON

OPPONENT means ANTHONY MORRISON unless he is injured or otherwise not available to compete, in which case a substitute **FIGHTER** may be selected by **PROMOTER**.

BOUT DATE means 7/9/2016 such other date as **PROMOTER** may designate, in its sole discretion.

BOUT LOCATION means 2300 ARENA PHILADELPHIA PA or such other location as **PROMOTER** may designate, in its sole discretion.

WEIGHT DIVISION means 145LBS + 1; maximum. **PROMOTER** reserves the right to have fighter weigh-in upon checking into the venue and anytime leading up to the official weigh-in. If **FIGHTER** is over the required weight allowance, it is understood that the commission reserves the right to financially penalize the **FIGHTER**. The **PROMOTION** will reserves the right to financially penalize the **FIGHTER** the same amount as the commissions penalty and possible cancellation of his/her bout.

NUMBER OF ROUNDS means 4 (5th Sudden Death) rounds of five (5) minutes each to a decision.

FIGHTER'S PURSE means $1,600.00
(Less all permissible or required deductions and withholding)

WIN BONUS means $1,600.00
(Less all permissible or required deductions and withholding)

INCIDENTALS means (i) N/A hotel or motel rooms; (ii) N/A round-trip economy class airline tickets from N/A to N/A; It is expressly understood, however, that **PROMOTER** shall have no obligation for the cost of long-distance telephone calls, alcoholic beverages, entertainment or similar expenses, all of which shall be borne solely by **FIGHTER**, and **FIGHTER** shall be required to provide satisfactory credit or cash security to the hotel for such personal expenses. **PROMOTER** shall have the right at its option to withhold ten percent (10%) of the purse (up to a maximum of $5,000.00) and to pay such expenses there from if **FIGHTER** fails to do so. Upon presentation by **FIGHTER** to **PROMOTER** of satisfactory evidence by **FIGHTER** of payment of such expenses, any remaining portion of the withheld amount shall be paid to **FIGHTER. PROMOTER** does not provide hotel lodging at non-casino venues. In the event contracted fighter lives 41 or miles from the designated venue, then CFFC will provide fighter with a **$150** stipend in addition to his/her fight purse.

TRAINING COMMENCEMENT DATE means 7/2/2016

MEDICAL REPORT DUE DATE means 6/29/2016

EXHIBIT "B" TO BOUT AGREEMENT

Bout Ancillary Rights include: The unrestricted right to project, telecast, photograph, record, or otherwise reproduce the Bout and the events immediately preceding, during and following the bout and between the rounds in any and all media in or by any manner, method, device (now known or hereafter devised), including but not limited to the unlimited and unrestricted right to telecast the bout by means of live or delayed, over-the-air, cable, home or theater, interactive, pay, pay-per-view, satellite, subscription, master antenna, multi-point or closed circuit television, Internet applications, films and tapes, for exhibition in any and all media and all gauges, whether for theatrical exhibition or for sale, lease or license for home use, including audio and audio-visual cassettes and discs, CD-ROMs, DVDs, all forms of Internet online services, delivery or applications, "EVR," holograms, games and toys, home video and computer games, arcade video games, hand-held versions of video games, video slot machines, the unlimited right to deal with any or all of the foregoing and to obtain copyright or similar protection domestically or internationally in the name of **PROMOTER** or **PROMOTER'**s nominee or assignee, and all other rights, privileges, benefits, matters and things incident to or arising out of all or any of the foregoing, all in such manner as **PROMOTER** shall determine in its sole discretion; and

The unrestricted right to use, edit, disseminate, display, reproduce, print or publish in any media the name, sobriquet, voice, persona, signature, likeness and biography of **FIGHTER** and other persons affiliated with **FIGHTER** who are connected to the Bout, for purposes of advertising, promotion, publicity, merchandising and exploitation of the Bout, any Pre-Bout Events and Post-Bout Events; for purposes of the development, manufacturing, distribution, marketing and/or sale of any and all interactive devices, home video and computer games, arcade video games, hand-held versions of video games, video slot machines, CD-ROMs, DVDs; Internet applications, video and audio cassettes, photographs, toys, merchandising, and any and all other similar products, including but not limited to the sleeves, jackets, and packaging for such products, and commercial and merchandising tie-ups and advertisements, banners, buttons, posters, t-shirts, clothing (including but not limited to hats and jackets), jewelry, and other souvenir items.

EXHIBIT "C" TO BOUT AGREEMENT
PURSE DEDUCTION

FAILURE TO TIMELY PROVIDE MEDICAL INFORMATION **- 20%**

UNAPPROVED PROMOTIONAL/ADVERTISING SPONSORS **- 25%**

VIOLATION OF FIGHTER CONDUCT **– 50%**

FAILURE TO MEET AGREED WEIGHT REQUIREMENT *- FINE EQUAL TO THE STATE LICENSING COMMMSION PENALTY*

EXHIBIT "D" TO BOUT AGREEMENT
WALK-OUT MUSIC

Do not leave this portion blank! You may change this up until the week prior to the event.

Absolutely no profanity. All live artist must get lyrics pre-approved. Any violations of music will result in a maximum of 20% purse deduction.

Walk Out Song and Artist: Clint mansel summe

EXHIBIT "E" TO BOUT AGREEMENT
TALE OF THE TAPE

Full Name including nickname: Jared "Flash" Gordon

Fighting out of City/State: Astoria, New York

Age: 27 Height: 5,9" Reach: 69

Gym Affiliation: Church street Boxing/Renzo Gracie

Fighting Style: (Jiu Jitsu, Wrestler, Striker, Boxer, etc) Free Style

EXHIBIT "F" TO BOUT AGREEMENT
CORNERMEN

All **FIGHTERS** are permitted to have no more than three (3) licensed team members accompany in the warm-up & testing areas. In the event the bout qualifies for a 4th team member you will be notified and your 4th cornermen will be permitted.

(1) JaonStrout

(2) Phillipe Nover

(3) Gerard Boyle

(4) Mike Geromillo

CONTRACT IS ONLY GOOD FOR 48 HOURS.
IF NOT RETURNED WITHIN 48 HOURS, CONTRACT IS NULL AND VOID

CAGE FURY FIGHTING CHAMPIONSHIPS

CONTRACT COVER PAGE

NAME : DOMINIC MAZOTTA

EVENT NAME: CFFC 60

EVENT LOCATION: BORGATA HOTEL CASINO & SPA

PLEASE MAKE SURE YOU READ THIS ENTIRE PAGE!!!

- This contract is time sensitive! This contract is only valid for 48 hours from the *"Date of Contract"* and *"Time Sent"*. You must submit this contract within the 48 hour or this contract will be null and void.
- We will need a hi-res digital photograph of you for promotional material. It is very important that you send in this photo ASAP so promotional material can be designed for your fight. We will need images in the following poses:
  - Fighter stance angled to the right
  - Fighter stance angled to the left
  - Standing with your arms crossed in front of you
  - *If CFFC have photographs from you from a fight in the past year, you do NOT need to send in any images.*

- All licensing applications must be submitted within 24 hours of this contract.
  THERE ARE NO EXCEPTIONS TO THIS RULE!!!
  If you do not submit your license documentation that was emailed to you, your contract is NOT valid and your fight will be replaced. In the past, we have allowed these to be turned in later in the process however this has changed. **YOU MUST SUBMIT YOUR LICENSE APPLICATION WITHIN 24 HOURS OF SIGNING THIS CONTRACT**
- You will be sent your medical requirements for your fight approximately 4 weeks from your fight date. Please take note of the deadline to submit medicals to Melissa (melissa@cffc.tv) as you are subject to punitive penalties if these items are submitted late.
- If at any time throughout this process, you have any questions about this contract, medicals, licensing, social media, production information or your fight in general, please contact CFFC General Manager Arias Garcia at **arias@cffc.tv** or by call/text at **(856) 498-5284**

CAGE FURY FIGHTING CHAMPIONSHIPS BOUT AGREEMENT

THIS BOUT AGREEMENT is made and entered into as of the date, 6/10/2016 by and between CFFC Promotions LLC, trading as Cage Fury Fighting Championships, with offices at 416 Kings Highway E Haddonfield, NJ 08033, and mixed martial arts fighter DOMINIC MAZOTTA also referred to for purposes of this agreement as **"FIGHTER".**

WHEREAS, **FIGHTER** wishes to engage and is willing and able to participate in a bout with **OPPONENT**, and to grant the rights assigned to **PROMOTER** herein, and **PROMOTER** is willing and able to promote such bout upon the terms and conditions set forth below; **WHEREAS,** the parties desire to enter into an agreement pursuant to which **FIGHTER** shall engage in a mixed martial arts bout between DOMINIC MAZOTTA and N ICK PACE, and other bouts, upon and subject to the terms and conditions hereinafter set forth.

This bout is the 1st of a 2 fight agreement.

For the first fight, **FIGHTER** will earn $2,000.00 to show and $2,000,00 to win with a 75 ticket guarantee.

IF FIGHTER LOSES FIRST FIGHT, HE WILL BE PERMITTED TO FIGHT OUTSIDE OF CFFC IN PITTSBURGH ONLY

For the second fight, **FIGHTER** wins that bout, he will earn $2,250.00 to show and $2,250.00 to win with a 0 ticket guarantee.

For the third fight, **FIGHTER** wins that bout, he will earn N/A to show and N/A to win with a N/A ticket guarantee

For the fourth fight, **FIGHTER** wins that bout, he will earn N/A to show and N/A to win with a N/A ticket guarantee

If FIGHTER loses any of the bouts during this term, his purse will remain the same in which the bout he lost.

During the Term, CFFC has the exclusive rights to **FIGHTER** and he may not participate in any MMA/Boxing/Kickboxing bouts outside of CFFC. CFFC has the option to release **FIGHTER** after a loss.

CFFC will immediately release fighter at any point during this contract, should the UFC offer a contract to said fighter. In the event this occurs within 30 days of a scheduled bout, and assuming said fighter is slated on the main card, fighter will be required to retain and submit payment for all tickets on hand. Compliance with all the above will result in CFFC providing the UFC with an immediate release form on behalf of the promotion.

WHEREAS, **FIGHTER** understands the dangerous nature and risks involved in participating in any mixed martial arts competition, as well as, the potential for serious bodily injury and/or death. **FIGHTER** represents that he/she is presently, and will be, in good and proper health to engage in said mixed martial arts bouts; and

WHEREAS, Bolded terms not otherwise defined herein shall have the meanings ascribed to such terms on the Term Sheet attached hereto as Exhibit "A" and incorporated by this reference (**"Term Sheet"**).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **PROMOTER** and **FIGHTER** agree as follows:

1. The Bout. **FIGHTER** will engage in a mixed martial arts contest with **OPPONENT** ("**Bout**") on the **BOUT DATE** at the **BOUT LOCATION.** The Bout will be in the specified **WEIGHT DIVISION**, and will consist of the specified **NUMBER OF ROUNDS**.

2 . Worldwide Rights to Bouts. **FIGHTER** grants to **PROMOTER** each and every right set forth on Exhibit "B" hereto, in perpetuity, which rights shall survive any termination of this Bout Agreement (**"Bout Ancillary Rights"**).

3. Purse. Provided that the bout is completed in accordance with the provisions hereof, **PROMOTER** shall pay to **FIGHTER** the **FIGHTER'S PURSE**, less all permissible or required deductions and withholding.

4. Standard Fighter Contract. **FIGHTER** shall execute and comply with a standard **FIGHTER** contract for the bout on the form required by the applicable athletic commission (the "**Standard FIGHTER Contract**"), consistent with the terms of this Bout Agreement.

5. Medical. All physical and medical costs not covered by the State are the sole responsibility of **FIGHTER. FIGHTER MUST GET MEDICALS COMPLETED AND APPROVED BY THE DEADLINE DATE SET FORTH IN EXHIBIT "A".** If **FIGHTER** fails to get medical information in on time, he/she is subject to purse deduction according to Exhibit "C". **PROMOTER** reserves the right to pull **FIGHTER** from the fight card if **FIGHTER** fails to submit medicals by the deadline stated in "Exhibit A". In such a case, **PROMOTER** will retain **FIGHTER**'s rights exclusively for another fight within six (6) months.

6 . Publicity and Promotion**. FIGHTER** shall cooperate and assist in the publicizing, advertising and promotion of the Bout, including all Pre-Bout and Post-Bout Events, all rebroadcasts and compilations of the Bout, and all merchandizing for the Bout, and shall appear at and participate in a reasonable number of joint and/or separate press conferences, interviews, and other publicity or exploitation appearances or activities (any or all of which may be telecast, broadcast, recorded and/or filmed), at times and places designated by **PROMOTER**. **FIGHTER** shall arrive and commence training at the **BOUT LOCATION** on the **TRAINING COMMENCEMENT DATE**.

7. Force Majeure and Other Postponements.

(a) In the event the bout is prevented from taking place by reason of any act of God, fire, flood, riot, war, public disaster or any other cause beyond the direct and immediate control of **PROMOTER**, or if **FIGHTER** or **OPPONENT** shall be or become disabled or incapacitated by reason of any physical or mental disability, injury or illness which prevents or interferes with his or their participation in such bout as scheduled, and a physician licensed by the local government authority having jurisdiction over such bout shall certify that **FIGHTER** or **OPPONENT** cannot participate in such bout as scheduled, the **PROMOTER** may, at its sole option, either postpone such bout to a date not later than **180 days** after the originally scheduled date, in which event all of the provisions of this agreement shall remain in full force and effect and shall apply to the rescheduled date or else cancel or terminate this Agreement. **FIGHTER** will submit to medical examination(s) reasonably requested by **PROMOTER**. If the bout, which is the subject matter of this agreement, is on the undercard to any main event and that main event is postponed or canceled for any reason whatsoever, the **PROMOTER** may at its sole option either postpone such bout to a date to coincide with the postponed date of the main event or another main event, in which event all of the provisions of this agreement, including the provisions of this paragraph, shall remain in full force and effect and shall apply to the rescheduled date or else cancel or terminate this agreement.

(b) In the event **FIGHTER**'s opponent for any of the bouts shall for any reason fail or refuse to participate in such bout, or shall withdraw there from and **PROMOTER** shall so notify **FIGHTER**. **PROMOTER** may at its sole option cancel this agreement as it relates to such bout or terminate this agreement.

(c) In the event **PROMOTER** exercises its right to cancel or terminate this agreement pursuant to any of the preceding provisions, **FIGHTER** shall thereupon immediately return to **PROMOTER** all sums, if any, theretofore advanced or paid to **FIGHTER** by **PROMOTER** in connection with such bout, and neither party shall have any further rights or obligations hereunder with respect to such bout or this agreement, as applicable.

8. Further Assurances. **FIGHTER** shall execute any and all additional documents or instruments necessary or desirable to effectuate the provisions of this Agreement, in such form as may be required by the local governmental authority with jurisdiction over the bout and/or any organization(s) sanctioning the bout if applicable. No party hereto shall take any action or fail to take any action which action or failure shall frustrate the purposes of this Agreement and the benefits contemplated hereby.

9. Attire. **FIGHTER** agrees that no advertising or promotional material shall appear on any item of clothing worn by **FIGHTER**, his trainers, seconds or assistants during and/or at the Bouts without the prior written approval of **PROMOTER**. If **PROMOTER** does not, in its sole discretion, grant such approval, **FIGHTER** and/or his trainers, seconds or assistants, as the case may be, shall promptly either take corrective action to remove the disapproved material or shall substitute therefore clothing or equipment provided by **PROMOTER**. In the event promotional advertising/sponsors are not pre-approved and worn during the event, **PROMOTER** may deduct up to a maximum from purse according to Exhibit "C".

10. Fighter Conduct.

a . **FIGHTER** shall conduct himself in accordance with commonly accepted standards of decency, social conventions and morals, and **FIGHTER** will not commit any act or become involved in any situation or occurrence or make any statement which will reflect negatively upon or bring disrepute, contempt, scandal, ridicule, or disdain to **FIGHTER**, the identity of **FIGHTER** or any of **FIGHTER**'s affiliates, **PROMOTER** or any of its officers, managers, members, employees, or agents. **FIGHTER**'s conduct shall not be such as to shock, insult or offend the public or any organized group therein, or reflect unfavorably upon any current or proposed sponsor or such sponsor's advertising agency, or any network or station over which a bout is to be broadcast.

b . **FIGHTER** and **FIGHTER**'s affiliates shall maintain a high standard of sportsmanship and conduct themselves in a professional manner prior to, during, and following each bout.

c . **FIGHTER** shall not authorize or be involved with any advertising material or publicity materials that contain language or material which is generally considered to be obscene, libelous, slanderous or defamatory and will not violate or infringe upon, or give rise to any adverse claim with respect to, any common-law or other right whatsoever (including, but not limited to, any copyright, trademark, service mark, literary, dramatic, music or motion picture right, right of privacy or publicity, contract or moral rights of authors) of any person or entity.

d. **FIGHTER** shall maintain his eligibility and keep in good standing any license required to participate in any bout.

e. **FIGHTER** shall not use any controlled or banned substance, including but not limited to marijuana, cocaine, methamphetamine, steroids or any similar drugs ("**Controlled Substance**"). **FIGHTER** agrees that an Athletic Commission and/or **PROMOTER** may test **FIGHTER** for Controlled Substances and **FIGHTER** agrees to submit to any pre-bout or post-bout drug test as requested by an Athletic Commission and/or **PROMOTER**.

f. **FIGHTER** acknowledges that an Athletic Commission and/or **PROMOTER** may fine, suspend and/or impose other penalties, including but not limited to removing recognition from **FIGHTER** of any Championship Title, status or belt if **FIGHTER** tests positive for a Controlled Substance. **FIGHTER** shall be deemed to be in breach of this section if **FIGHTER** tests positive for any Controlled Substance in any pre-bout or post-bout drug test and such test is upheld by an Athletic Commission.

11. Assignment. **PROMOTER** shall have the absolute right to assign, license, or transfer any or all of the rights granted to it hereunder, including, without limitation, the right to co-promote the bouts in association with any one or more persons or entities of its choosing.

12. Exclusivity. **FIGHTER** will not, except upon the prior written consent of **PROMOTER**, which consent **PROMOTER** shall be free to withhold in its sole and absolute discretion, engage in any mixed martial arts competition, bout or exhibition between the date hereof and the date of the bout, including any date to which the bout may be postponed or rescheduled.

13. Independent Contractor. Nothing herein contained shall be construed to constitute **FIGHTER** as an employee of **PROMOTER**. **FIGHTER** is an independent contractor, responsible for his own actions and expenses.

14. Equitable Relief. **FIGHTER** acknowledges that his services as a professional boxer are special, unique, extraordinary, irreplaceable, and of peculiar value, and that in the event of his breach or threatened breach of this Agreement, **PROMOTER** would suffer irreparable damage which would not reasonably or adequately be compensated solely by an action at law. Accordingly, **FIGHTER** expressly agrees that in the event of such breach or threatened breach, **PROMOTER** shall be entitled, in addition to all other rights and remedies available to it, to obtain equitable relief, including, but not limited to, an injunction against such breach in any court of competent jurisdiction, and that he will not assert as a defense in any such action that **PROMOTER** has an adequate remedy at law. **FIGHTER** also acknowledges that in addition to any equitable relief and or money damages assessed by any court against **FIGHTER** in connection with any suit for breach of this promotional agreement, **FIGHTER** shall be liable for **PROMOTER**'s attorneys' fees, expert fees and costs of suit incurred in connection with any action brought for the enforcement and/or breach of this promotional agreement or any bout agreement.

15. Representations, Warranties and Covenants.

(a) **FIGHTER** is at least eighteen (18) years of age;

(b) **FIGHTER** is a United States Citizen and/or is in the United States under a valid work visa;

(c) **FIGHTER** is free to enter into this agreement and has not heretofore and will not hereafter enter into any contract, agreement or understanding, whether oral or written, which conflicts in any material respect with the provisions hereof or which purports to grant similar or conflicting rights to any person, firm, or entity other than **PROMOTER**, or which would or might interfere with **FIGHTER'**s full and complete performance hereunder or the free and unimpaired exercise by **PROMOTER** of any of the rights granted to **PROMOTER** under this agreement. **FIGHTER** further represents and warrants to **PROMOTER** that there are no claims pending or threatened or any litigations affecting **FIGHTER** which would or might interfere with the full and complete exercise or enjoyment by **PROMOTER** of any rights granted hereunder.

(d) **FIGHTER** is in good physical and mental health and is not aware of any physical or mental disabilities that would in any way place **FIGHTER** in danger of sustaining a physical and/or mental injury or death or otherwise inhibit **FIGHTER**'s ability to perform all of the terms and conditions of this agreement;

(e) **FIGHTER** has received sufficient boxing, wrestling, and/or martial arts training to participate in any mixed martial arts competitions promoted by **PROMOTER** without substantial risk of suffering physical and/or mental harm;

(f) **FIGHTER** understands the dangerous nature and risks involved in participating in any mixed martial arts competition, as well as the potential for serious bodily injury and/or death;

(g) **PROMOTER** will provide secondary insurance coverage for all **FIGHTER**s. All costs are covered with pre-approval procedures being followed as mandated by the insurance carrier. A specific insurance attachment form outlining all guidelines, procedures and protocols for an injured **FIGHTER** will be provided.

(h) **FIGHTER** further acknowledges that **PROMOTER** is entering into this agreement in reliance upon the warranties, representations and covenants herein, and **FIGHTER** agrees to indemnify, defend and hold **PROMOTER** and its affiliates harmless from and against any and all liability, cost, or expense, including reasonable attorney's fees, **PROMOTER** or its affiliates may sustain or incur as a result of the breach or inaccuracy of any of said warranties, representations and covenants.

(i) If at any time during the term hereof **PROMOTER** shall offer to promote a bout for **FIGHTER** and **FIGHTER** shall refuse such bout, or attempt to cancel or postpone such bout, for reason of a claimed injury or other medical disability, **PROMOTER** shall have the right, but not the obligation, to have **FIGHTER** examined by a medical doctor of its choice, and if **PROMOTER** so elects, **FIGHTER** shall appear for such examination on one (1) day's notice.

16. Release and Waiver of Claims. **FIGHTER** HEREBY ACKNOWLEDGES AND AGREES THAT PARTICIPATION IN MIXED MARTIAL ARTS COMPETITIONS, SUCH AS THE CAGE FURY FIGHTING CHAMPIONSHIPS, IS A DANGEROUS ACTIVITY THAT MAY RESUILT IN THE **FIGHTER** SUFFERING SERIOUS PHYSICAL AND/OR MENTAL INJURY, PERMANENT DISFIGUREMENT, PARALYSIS AND/OR DEATH. **FIGHTER** HEREBY WILLINGLY, KNOWLINGLY, AND VOLUNTARILY ASSUMES ALL OF THE RISK(S) OF SUFFERING SERIOUS PHYSICAL AND/OR MENTAL INJURY, PERMANENT DISFIGUREMENT, PARALYSIS, AND/OR DEATH AS A DIRECT, INDIRECT, AND/OR PROXIMATE RESULT OF NELGIGENT AND/OR INTENTIONAL ACTIONS AND/OR OMISSIONS OF **FIGHTER**, **FIGHTER**'S OPPONENT, **PROMOTER**, **PROMOTER**'S OWNERS, EMPLOYEES, AND/OR AGENTS. **FIGHTER** FURTHER ACKNOWLEDGES AND AGREES THAT **FIGHTER** IS FAMILIAR WITH AND UNDERSTAND THE RULES OF THE CAGE FURY FIGHTING CHAMPIONSHIP MIXED MARTIAL ARTS COMPETITIONS, AS WELL AS THE RULES SET FORTH BY THE NEW JERSEY ATHLETIC CONTROL BOARD. PRIOR TO **FIGHTER**'S PARTICIPATION IN ANY EVENT, **FIGHTER** SHALL INSPECT THE MATS, CAGE, RING, EQUIPMENT AND OTHER ITEMS AND/OR FACILITIES. **FIGHTER** SHALL HAVE THE RIGHT TO ADVISE THE **PROMOTER** OF ANY EQUIPMENT THAT APPEARS UNSAFE SO THAT THE UNSAFE CONDITION CAN BE REMEDIED. **FIGHTER** SHALL ALSO HAVE THE RIGHT TO WITHDRAW FROM ANY COMPETITION IF THERE IS ANY ITEM **FIGHTER** BELEVES IS UNSAFE OR POTENTIALLY DANGEROUS. SHOULD **FIGHTER** DECIDE TO PARTICIPATE IN ANY EVENT KNOWING THAT ANY SUCH ITEM OR PIECE OF EQUIPMENT IS UNSAFE OR DANGEROUS, **FIGHTER** AGREES THAT SUCH PARTICIPATION IS AT **FIGHTER**'S OWN RISK AND PERIL.

AS A VALUABLE PART OF THE CONSIDERATION FOR ENTERING INTO THIS AGREEMENT, **FIGHTER** HEREBY RELEASES, WAIVES, HOLDS HARMLESS, AND FOREVER DISCHARGES **PROMOTER**, **PROMOTER**'S OWNERS, EMPLOYEES, AND/OR AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LAWSUITS, AND/OR LIABILITIES, OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES, PROPERTY DAMAGE, AND/OR RESULTING MOENTARY LOSS) THAT **FIGHTER**, **FIGHTER**'S FAMILY, HEIRS, EXECUTORS, AND ASSIGNS MAY SUFFER WHICH ARISES OUT OF, OR RELATES IN ANY WAY TO, **FIGHTER**'S PARTICIPATION IN ANY EVENT AND/OR THIS AGREEMENT. THIS RELEASE AND HOLD HOLDHARMLESS PROVISION COVERS, BUT IS NOT LIMITED TO, ANY AND ALL DAMAGES AND/OR INJURIES THAT **FIGHTER** MAY SUFFER TRAVELING TO AND/OR FROM ANY EVENT, WHILE PARTICIPATING IN ANY EVENT, AND/OR WHILE ON THE PROPERTY OF THE SITUS OF ANY EVENT. THIS RELEASE, WAIVER, AND HOLD HARMELSS PROVISION SHALL BE EFFECTIVE IMMEDIATELY UPON THE SIGNING OF THIS AGREEMENT AND SHALL CONTINUE TO BE IN FULL FORCE AND EFFECT EVEN AFTER THE FULL PERFORAMNCE AND/OR TERMINATION OF THIS AGREEMENT. **FIGHTER** EXPRESSLY AGREES THAT THE PROVISIONS OF THIS PARAGRAPH SHALL BE LEGALLY BINDING ON **FIGHTER**'S FAMILY, PERSONAL REPRESENTATIVES, EXECUTORS, HEIRS, AND ASSIGNS. **FIGHTER** AGREES THAT THIS RELEASE, WAIVER, AND HOLD HARMLESS PROVISION IS INTEDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF NEW JERSEY; AND THAT IF ANY PORTION OF THE PARAGRAPH IS HELD TO BE INVALID BY A COURT OF COMPITENT JURISDICTION, **FIGHTER** AGREES THAT THE BALANCE OF THIS PROVISION SHALL CONTINUE TO REMAIN IN FULL LEGAL FORCE AND EFFECT.

17. Indemnification. **PROMOTER** AND **FIGHTER** SHALL ASSUME FULL RESPONSIBILITY FOR THEIR RESPECTIVE EMPLOYEES, OFFICERS AGENTS, AND/OR BUSINESS INVITEES AND FOR THEIR WORK. **PROMOTER** AND **FIGHTER** HEREBY AGREE TO HOLD AND SAVE ONE ANOTHER HARMLESS FROM AND AGAINST ANY CLAIMS, DEMANDS, ACTIONS, LAWSUITS, CAUSES OF ACTIONS, LIABILITIES, JUDGMENTS, ORDERS, FINES, DAMAGES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND REASONABLE ATTORNEYS' FEES) WHICH MAY BE ASSERTED BY ANY PERSON ARISING OUT OF (A) INJURY, SICKNESS, DISEASE OR DEATH SUFFERED BY ANY PERSON OR INJURY, DAMAGE, OR DESTRUCTION OF PROPERTY, CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, WHETHER NEGLIGENT OR OTHERWISE, OF THE OTHER PARTY ITS OFFICERS, AGENTS, EMPLOYEES AND BUSINESS INVITEES, AND ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER CAUSED IN PART BY THE AGGRIEVED PARTY; AND/OR (B) THE VIOALTION OF ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION. THIS INDEMNIFICATION PROVISION SHALL NOT IN ANY WAY BE LIMITED BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION ACTS, DISABILITY BENEFITS, AND/OR OTHER EMPLOYEE BENFEIT LAWS. THIS PARAGRAPH SHALL SURVIVE THE FULL PERFORMANCE AND/OR TERMNATION OF THIS AGREEMENT.

18. Forum Selection/Governing Law. This Agreement has been delivered at and shall be deemed to have been made in New Jersey, and shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of New Jersey. **PROMOTER** and **FIGHTER** agree that the exclusive jurisdiction and venue for the resolution of any dispute arising from or relating to this agreement shall lie in the courts for the State of New Jersey. Each of the parties hereto irrevocably consents to the service of process in any such proceeding by the mailing of a copy of the summons and complaint by first-class mail to such party in accordance with the notice provisions of this agreement.

19. Promotional Agreement. In the event that **FIGHTER** has entered into a promotional agreement with **PROMOTER**, the terms and conditions of that agreement shall remain in full force and effect.

20. Severability. Nothing contained in this agreement shall require or be construed as to require the commission of any act contrary to any law, rule or regulation of any governmental authority, and if there shall exist any conflict between any provision of this agreement and any such law, rule or regulation, the latter shall prevail and the pertinent provision or provisions of this agreement shall be curtailed, limited or eliminated to the extent necessary to remove such conflict, and as so modified, this agreement shall continue in full force and effect.

21. Waiver. No waiver by any party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. All waivers must be in writing, specify the breach or default concerned and be signed by the party against whom the waiver is sought to be enforced. The payment of any monies by any party shall not be deemed a waiver. This agreement and the rights and obligations of the parties hereunder shall inure to the benefit of and be binding upon the permitted assigns, successors and affiliated entities of the parties hereto.

22. Confidentiality. **FIGHTER** shall not disclose to any third party (other than his employees and agents (including consultants), in their capacity as such, on a need- to-know basis), any information with respect to the terms and provisions of this Agreement except: (i) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, in which event(s) **FIGHTER** shall so notify **PROMOTER** as promptly as practicable (if possible, prior to making such disclosure) and shall seek confidential treatment of such information, (ii) as part of normal reporting or review procedure to his banks, auditors and attorneys and similar professionals, provided that such banks, auditors and attorneys and similar professionals agree to be bound by the provisions of this paragraph, and (iii) in order to enforce his rights pursuant to this agreement. **PROMOTER** shall have the sole right to determine the timing and content of and to make any press announcements and other public statements regarding this agreement. **PROMOTER** shall have the sole right to file this agreement with any applicable athletic or boxing commissions and world sanctioning bodies.

23. Benefit. The provisions of this agreement are for the exclusive benefit of the parties who are signatories hereto and their permitted successors and assigns, and no third party shall be a beneficiary of, or have any rights by virtue of, this agreement (whether or not such third party is referred to herein).

24. Entire Agreement. This agreement sets forth and integrates the entire understanding between **FIGHTER** and **PROMOTER**, and supersedes any and all prior or contemporaneous written or oral agreements or representations between the parties with respect to the subject matter hereof. It may not be altered, amended or discharged, except by a subsequent writing signed by the parties hereto. Descriptive headings of this agreement are inserted for convenience only and do not constitute a part of this agreement and shall not be considered for purposes of its interpretation. Any ambiguities shall be resolved without reference to which party may have drafted this agreement.

26. Transfer of Agreement. The parties may not assign this Agreement or any right or obligation of this agreement without the written consent of the other party, except that this Agreement is transferrable without consent of **PROMOTER** to the successor in interest to the business of **PROMOTER** whether by sale of assets, merger or otherwise.

25. Counterparts/Facsimile. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile and electronic signatures shall be as effective as originals.

26. Notices. Any notice required or desired to be given hereunder shall be in writing and sent (i) postage prepaid by certified mail, return receipt requested, (ii) by prepaid telegram or (iii) by confirmed facsimile, addressed as follows:

(a) To **PROMOTER**
CFFC PROMOTIONS LLC
416 KINGS HIGHWAY EAST
HADDONFIELD, NJ 08033
FAX: (844) 329-2332

(b) FIGHTER
FULL LEGAL Name: DOMINIC MAZOTTA
FIGHTER Address: 3164 Vermont dr
City: Lower burrell
State: Pa
Phone: 7249808047
Email Address: bmarz187@ gmail.com
Social Security #: 168689790

All such notices shall be deemed given when mailed, delivered to the local telegraph office of the sender, sent by confirmed facsimile or via electronic email.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

CFFC PROMOTIONS LLC, trading as CAGE FURY FIGHTING CHAMPIONSHIPS

By: Rob Haydak, CEO

/s/ Robert J Haydak Jr
Robert J Haydak Jr (Jun 17, 2016)

Fighter Signature:

/s/ Dominic Mazotta
Dominic Mazotta (Jun 13, 2016)

Manager Signature:

EXHIBIT "A" TO BOUT AGREEMENT - TERM SHEET

FIGHTER means DOMINIC MAZOTTA

OPPONENT means NICK PACE unless he is injured or otherwise not available to compete, in which case a substitute **FIGHTER** may be selected by **PROMOTER**.

BOUT DATE means 8/6/2016 such other date as **PROMOTER** may designate, in its sole discretion.

BOUT LOCATION means BORGATA HOTEL CASINO & SPA or such other location as **PROMOTER** may designate, in its sole discretion.

WEIGHT DIVISION means 135LBS+ 1**;** maximum. **PROMOTER** reserves the right to have fighter weigh-in upon checking into the venue and anytime leading up to the official weigh-in. If **FIGHTER** is over the required weight allowance, it is understood that the commission reserves the right to financially penalize the **FIGHTER**. The **PROMOTION** will reserves the right to financially penalize the **FIGHTER** the same amount as the commissions penalty and possible cancellation of his/her bout.

NUMBER OF ROUNDS means 4+1 SUDDEN DEATH rounds of five (5) minutes each to a decision.

FIGHTER'S PURSE means $2,000.00
(Less all permissible or required deductions and withholding)

WIN BONUS means $2,000.00
(Less all permissible or required deductions and withholding)

INCIDENTALS means (i) 1 hotel or motel rooms; (ii) N/A round-trip economy class airline tickets from N/A to N/A; It is expressly understood, however, that **PROMOTER** shall have no obligation for the cost of long-distance telephone calls, alcoholic beverages, entertainment or similar expenses, all of which shall be borne solely by **FIGHTER**, and **FIGHTER** shall be required to provide satisfactory credit or cash security to the hotel for such personal expenses. **PROMOTER** shall have the right at its option to withhold ten percent (10%) of the purse (up to a maximum of $5,000.00) and to pay such expenses there from if **FIGHTER** fails to do so. Upon presentation by **FIGHTER** to **PROMOTER** of satisfactory evidence by **FIGHTER** of payment of such expenses, any remaining portion of the withheld amount shall be paid to **FIGHTER**. **PROMOTER** does not provide hotel lodging at non-casino venues. In the event contracted fighter lives 41 or miles from the designated venue, then CFFC will provide fighter with a **$150** stipend in addition to his/her fight purse.

TRAINING COMMENCEMENT DATE means 7/31/2016

MEDICAL REPORT DUE DATE means 7/28/2016

EXHIBIT "B" TO BOUT AGREEMENT

Bout Ancillary Rights include: The unrestricted right to project, telecast, photograph, record, or otherwise reproduce the Bout and the events immediately preceding, during and following the bout and between the rounds in any and all media in or by any manner, method, device (now known or hereafter devised), including but not limited to the unlimited and unrestricted right to telecast the bout by means of live or delayed, over-the-air, cable, home or theater, interactive, pay, pay-per-view, satellite, subscription, master antenna, multi-point or closed circuit television, Internet applications, films and tapes, for exhibition in any and all media and all gauges, whether for theatrical exhibition or for sale, lease or license for home use, including audio and audio-visual cassettes and discs, CD-ROMs, DVDs, all forms of Internet online services, delivery or applications, "EVR," holograms, games and toys, home video and computer games, arcade video games, hand-held versions of video games, video slot machines, the unlimited right to deal with any or all of the foregoing and to obtain copyright or similar protection domestically or internationally in the name of **PROMOTER** or **PROMOTER**'s nominee or assignee, and all other rights, privileges, benefits, matters and things incident to or arising out of all or any of the foregoing, all in such manner as **PROMOTER** shall determine in its sole discretion; and

The unrestricted right to use, edit, disseminate, display, reproduce, print or publish in any media the name, sobriquet, voice, persona, signature, likeness and biography of **FIGHTER** and other persons affiliated with **FIGHTER** who are connected to the Bout, for purposes of advertising, promotion, publicity, merchandising and exploitation of the Bout, any Pre-Bout Events and Post-Bout Events; for purposes of the development, manufacturing, distribution, marketing and/or sale of any and all interactive devices, home video and computer games, arcade video games, hand-held versions of video games, video slot machines, CD-ROMs, DVDs; Internet applications, video and audio cassettes, photographs, toys, merchandising, and any and all other similar products, including but not limited to the sleeves, jackets, and packaging for such products, and commercial and merchandising tie-ups and advertisements, banners, buttons, posters, t-shirts, clothing (including but not limited to hats and jackets), jewelry, and other souvenir items.

EXHIBIT "C" TO BOUT AGREEMENT
PURSE DEDUCTION

FAILURE TO TIMELY PROVIDE MEDICAL INFORMATION **- 20%**

UNAPPROVED PROMOTIONAL/ADVERTISING SPONSORS **- 25%**

VIOLATION OF FIGHTER CONDUCT **- 50%**

FAILURE TO MEET AGREED WEIGHT REQUIREMENT - *FINE EQUAL TO THE STATE LICENSING COMMMSION PENALTY*

EXHIBIT "D" TO BOUT AGREEMENT
WALK-OUT MUSIC

Do not leave this portion blank! You may change this up until the week prior to the event.

Absolutely no profanity. All live artist must get lyrics pre-approved. Any violations of music will result in a maximum of 20% purse deduction.

Walk Out Song and Artist: Red man- da rockwilder

EXHIBIT "E" TO BOUT AGREEMENT
TALE OF THE TAPE

Full Name including nickname: Dominic "the honey badger" mazzotta

Fighting out of City/State: Lower burrell

Age: 29 Height : 5'7" Reach: 70 inch

Gym Affiliation: The mat factory

Fighting Style: (Jiu Jitsu, Wrestler, Striker, Boxer, etc) Tae kwon do

EXHIBIT "F" TO BOUT AGREEMENT
CORNERMEN

All **FIGHTERS** are permitted to have no more than three (3) licensed team members accompany in the warm-up & testing areas. In the event the bout qualifies for a 4th team member you will be notified and your 4th cornermen will be permitted.

(1) Isaac greeley

(2) Paul peterson

(3) Phillip Ameris

(4) Eddie Vincent

Hoosier Fight Club

Multi Fight Promotional Agreement

Effective this date, **08-14-2015**, this agreement is hereby made by and between Hoosier Fight Club Promotions, its employees, agents (hereinafter referred as "Promoter") and **Nick Kraus** (hereinafter referred to as "Fighter") who covenant and agree to be bound by the terms of, and do execute this Agreement personally and through Fighters duly authorized representative, whose full name is: Nicholas Thomas Kraus.

WHEREAS: Fighter covenants and agrees to make all good faith efforts to prepare for, enter into, and participate to conclusion, in a **5** round, **5** minutes per round, mixed martial arts (MMA) contest/bout on November 14, 2015 a weight not to exceed **185 pounds**. Fighter's opponent for the contest will be: **Muhammad Abdullah** "Opponent"). In addition, Fighter agrees to fight exclusively for Hoosier Fight Club Promotions for the above listed mixed martial arts (MMA) contest, not participating in another promotion within 45 days prior to contest.

The contest will be held at TBD The contest and its promotion will be managed by promoter pursuant to a valid permit from the **Indiana State Athletic Commission** (the "Commission").

WHEREFORE: In consideration of mutual covenants and promises herein contained, and for good cause and valuable consideration, the Parties hereby do further covenant and agree as follows:

EXCLUSIVITY: In consideration of the obligations of Promoter to secure, arrange and promote said bout and pay Fighter's purse, Fighter agrees that Fighter shall not promote, co-promote and/or take part in any contest, exhibitions, or otherwise exercise Fighter's talent in any manner or place, Fighter's name shall not be used in any other MMA event whatsoever during this agreement without first obtaining the written permission of Hoosier Fight Club Promotions. The Fighter's obligations will terminate upon completion of said (four) fight agreement OR after a period of 18 months from date of first completed contest by Fighter. Hoosier Fight Club Promotions will have first right of refusal of future agreements once initial agreement is fulfilled. Hoosier Fight Club Promotions must be notified if offer is made by any other promotion and has first right of refusal.

Fighter's Initials 

EXECEPTION TO EXCLUSIVITY: Fighter may participate in a contest for another promotion, as long as event is held outside of a 85 mile radius from the Horseshoe Casino, Hammond Indiana or the Blue Chip Casino, Michigan City, Indiana and is held more than 45 days from a scheduled Hoosier Fight Club Event. Written notice of contest will still be required by Hoosier Fight Club Promotions.

UFC CLAUSE: In the event that the Fighter is given the opportunity to participate in a contest with the UFC or TUF, the fighter will be relinquished of any obligations to Hoosier Fight Club Promotions.

RELEASE OF UFC OR TUF: In the event that the Fighter is allowed to participate in the UFC or TUF then released by Zuffa, the Fighter will be obligated to fulfill the remaining portion of the Agreement with Hoosier Fight Club Promotions regarding the amount fights and time remaining on the original agreement proceeding the signing to the Zuffa Organization.

FIGHTER INCAPACITY TO PERORM: In the event that the Fighter may not participate due to injury, military duty or incarceration, the terms of this contract will be extended the exact length of non-participation.

CONSIDERATION: In consideration for Fighter's satisfactory performance of Fighter's obligations under this agreement, Promoter agrees to pay Fighter a fighter's purse. If the fighter is ruled winner of said contest, Promoter shall pay Fighter an additional win bonus. Payment shall be made to fighter in the form of a check, after completion of contest. The Fighter's pay schedule will be based on the following but not inclusive:

1. The amount of professional fights that the Fighter has participated.
2. The win record of the fighter.
3. Televised fights will have special consideration regarding pay.
4. Title fights will have special consideration regarding pay.

REASONS FOR FIGHTER NONPARTICIPATION: Fighter agrees that in the event that Fighter for any reason, and/or cause, that are under Fighter's control, does not participate in the contest, Fighter shall within five (5) days of Fighter's cancellation reimburse Promoter any and all expenses including but not limited to travel and hotel expenses incurred by Promoter for Fighter and /or Fighters corner, and any payments made to fighters opponent. The following are the only exceptions that relieve a fighter of his/her obligations:

Fighter's Initials 

1. Provide a formal letter from a MD or DO hand-written on office letterhead excusing the Fighter from competition for medical reasons. This letter must include an exact medical diagnosis, along with any physical or laboratory evidence that supports this diagnosis, and a telephone number at which the MD or DO may be contacted. Promoter reserves the right to have a Fighter examined by a MD or DO of Promoter's choice.

2. Provide proper governmental paperwork if called for active duty with any branch of the military.

3. Provide a copy of the death certificate in the event that an immediate family member passes. An immediate family member encompasses a spouse, children, parents and siblings.

WEIGH-IN: Fighter's weight shall be determined at the location, date and time specified on Indiana Athletic Commission bout agreement.

1. In The event that the Fighter does not make weight and the Opponent still takes the contest, Fighter will relinquish 30% of the fighter purse to be paid to Opponent. New Contracts will be written.
2. In the event that the Opponent does not make weight and the Fighter still takes the contest. Opponent will relinquish 30% of the fighter purse to be paid to Fighter. New Contracts will be written.

PENALTIES:

1. In the event that the Fighter is late for weigh-ins (arriving later than the specified start time) Fighter's purse will be reduced by 10%.
2. In the event that the Fighter is late for rules meeting {arriving later than the specified start time on the itinerary handed out at weigh-ins) Fighter's purse will be reduced by 10%.
3. In the event that the Opponent does not pass the pre-fight physical, Promoter will pay Fighter's purse.

DELEGATION OF DUTIES: Fighter or Fighter's Representation may not delegate Fighter's duties for the contest.

Fighter's Initials 

BREACH: Notwithstanding any terms herein to the contrary, if Fighter enters into the Agreement, individually and/or through Fighter's Representative, and Fighter for any reason and/or cause is unable to participate in the Contest, and fails to timely notify Promoter in advance and in writing of Fighter's incapacity and/or inability to so participate, along with valid reasons therefore, and/or if Fighter's reasons and/or causes for Fighter's failure to participate are deemed invalid and/or unsatisfactory by the Commission, Fighter and his undersigned Representative shall be liable to Promoter for any and all losses and/or damages, specifically including, but not limited to. Promoter's expenditures, lost profits, compensatory damages, consequential damages, and reliance damages, Promoter shall be entitled to all costs and reasonable attorney's fees incurred as a result of Fighter's and/or Fighter's Representative's breach of any of the terms of this Agreement.

MEDICALS/REQUIRED PAPERWORK: Fighter agrees to submit to Promoter and/or Indiana Athletic Commission no later than **2 weeks prior** to event date. The tests that are required can be found on the Commission's website. Fighter acknowledges and agrees that Promoter has entered this Agreement in reliance upon Fighter's good health and ability to compete in the Contest. Fighter's failure to provide valid copies of the aforementioned examinations and/or test results, showing that Fighter may legally compete in the Contest, may be deemed a breach of this Agreement at the discretion of the Promoter. **Fighters who are late in their completed medicals are in breach of this contract and will be fined a minimum of $50 and a maximum of the terms set forth in (BREACH) section of this contract, the severity of which will be at the sole discretion of the PROMOTER.**

INDEPENDENT CONTRACTOR: Fighter is not an employee of Promoter; Fighter is and shall remain an independent contractor, responsible for Fighter's own actions and expenses.

SUPPLEMENTAL INSURRANCE: Hoosier Fight Club Promotions will provide secondary insurance coverage for all fighters. All costs are covered with pre approval procedures being followed as mandated by the insurance carrier. A specific insurance attachment form outlining all guidelines, procedures and protocols for an injured fighter will be provided.

FULLY INTEGRATED CONTRACT: This Agreement, and its attached exhibits, are fully integrated containing the entire understanding between the parties and cannot be altered, varied, or amended except by an agreement in writing signed by the parties hereto. **Docusign** digitial signatures shall be as effective as originals.

ASSIGNMENT: This agreement shall not be assigned by wither party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that either party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) a parent or subsidiary of a party, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and insure to the benefit of the parties and their respective successors and permitted assigns.

Fighter's Initials 

WAIVER, HOLD HARMLESS, and INDEMNITY: Should any term, condition, and/or remedy contained in this Agreement be found invalid or otherwise unenforceable, the remainder shall be in full force and effect. Any failure of refusal by Promoter to enforce any term, condition, or seek any remedy under this Agreement shall not be considered or deemed to be a waiver. Fighter and/or his representative, after a full reading and understanding of this Agreement and its terms, voluntarily and knowingly agree to hold harmless, indemnify and release Promoter from any and all liability, claims, and/or damages related to and/or arising from any injuries and/or damages and/or losses experienced and/or sustained by Fighter in any way related to the Contest and/or Fighter's breach of this Agreement. Such indemnity shall include Promoter's costs and reasonable attorney's fees.

REGULATIONS; The parties mutually agree and consent to the governance of the Contest by the rules and regulations of the state commission that each fight takes place, which are on file in the office of said commission and which rules and regulations are made a part hereof as it drafted herein extensor. In the event of any conflict between the Commission's rules and regulations and any term(s) of this Agreement, the terms of this Agreement shall control up to and including the fullest extent that such terms can be legally enforced. Otherwise, the Commission's rules and regulations shall supersede the conflicting terms if mandated by law.

LEGAL EFFECT; It is agreed by both parties that this Agreement shall be construed and interpreted pursuant to Indiana Law. Fighter agrees that the exclusive jurisdiction for any disputes arising from and/or related to this Agreement shall be in the applicable federal and state court in Indiana and Fighter irrevocably submits to that jurisdiction. Fighter agrees to accept service, personally, domiciliary, or through his appointed agent, at the address provided herein above. Fighter agrees that a final Judgment in any such action or shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. Fighter further waives any objection to venue, any objection to such action on the basis of from non-conveniens. Nothing in this paragraph shall affect the right of Promoter to serve legal process in any manner permitted by law.

ADVERTISEMENTS/SPONSORSHIPS: It is agreed by both parties that Fighter and/or Fighter's corner, shall not sell, lease, rent and/or donate any part of their body for advertisement and/or sponsorship purposes. Fighter and/or Fighter's corner shall not carry any type of signage and/or wear any clothing bearing logos signage or other advertisement and/or sponsorship without the prior written consent of Promoter. Any advertisement considerations on behalf of Fighter and/or Fighter's corner must be placed in writing at least ten (10) business days prior to scheduled event and submitted via certified mail to address of Promoter listed above for approval thereof.

Fighter's Initials 

PROPRIETARY RIGHTS: It is agreed by both parties that Promoter reserves the right to record, copy, reproduce and/or televise matches live and/or tape delayed in whole and/or in part. Fighter agrees that Promoter owns the worldwide rights in perpetuity, in whole and/or in part to any reproduction of the pre-fight activities, the contest and post fight activities of the contest by any medium whatsoever whether live or delayed, interactive, home or theater, pay, pay per view, satellite, closed circuit, cable or subscription, telephone, computer, DVD, CD ROM, internet, video, audio cassette, images, photographs (including raw footage, out take and negatives).

SOCIAL MEDIA AGREEMENT: Fighter agrees to promote this event on his/her Facebook page. Fighter will do this by promoting the event in His/her status once a week, starting four weeks prior to event date. Fighter also agrees to create and "Event" on their Facebook with details and ticket information for said event, four weeks in advance. **Fighters who fail to meet the requirements set forth in the social media agreement are in breach of this contract and will be fined a minimum of $50 and a maximum set of the terms set forth in (BREACH) section of this contract, the severity of which will be at the sole discretion of the PROMOTER.**

THUS DONE AND SIGNED, by the parties, agreeing to be bound by the terms and conditions of this Agreement, after a due reading and understanding of the whole, fo warrant that they have the full authority and capacity to bind or be bound hereto, and sign their names on the dates indicated.

By: _____
Hoosier Fight dub Promotions (Date)

By: /s/ Nicholas T Kraus 8-26-15
Fighter's Signature (Date)

By: Nicholas T Kraus 8-26-15
Fighter's Printed Name (Date)

By: _____
Fighter's Manager Signature (Date)

Fighter's Initials _____

Exhibit 10.23

Hoosier Fight Club
Multi Fight Promotional Agreement

Effective this date, **10-5-2015,** this agreement is hereby made by and between Hoosier Fight Club Promotions, its employees, agents (hereinafter referred as "Promoter") and **Kevin Nowaczyk** (hereinafter referred to as "Fighter") who covenant and agree to be bound by the terms of, and do execute this Agreement personally and through Fighters duly authorized representative, whose full name is: Kevin Nowaczyk

WHEREAS: Fighter covenants and agrees to make all good faith efforts to prepare for, enter into, and participate to conclusion, in a **3** round, **5** minutes per round, mixed martial arts (MMA) contest/bout. On **November 14, 2015 (Michigan City. IN)** at a weight not to exceed **170 pounds.** Fighter's opponent for the contest will be: **Quartus Stitt** ("Opponent"). In addition, Fighter agrees to fight exclusively for Hoosier Fight Club Promotions for the above listed mixed martial arts (MMA) contest, not participating in another promotion within 45 days prior to contest.

The contest will be held at **The Blue Chip Casino** ("Venue") located in **Michigan City, IN.** The contest and its promotion will be managed by promoter pursuant to a valid permit from the **Indiana State Athletic Commission** (the "Commission").

WHEREFORE: In consideration of mutual covenants and promises herein contained, and for good cause and valuable consideration, the Parties hereby do further covenant and agree as follows:

EXCLUSIVITY: In consideration of the obligations of Promoter to secure, arrange and promote said bout and pay Fighter's purse, Fighter agrees that Fighter shall not promote, co-promote and/or take part in any contest, exhibitions, or otherwise exercise Fighter's talent in any manner or place, Fighter's name shall not be used in any other MMA event whatsoever during this agreement without first obtaining the written permission of Hoosier Fight Club Promotions. The Fighter's obligations will terminate upon completion of said (four) fight agreement OR after a period of 18 months from date of first completed contest by Fighter. Hoosier Fight Club Promotions will have first right of refusal of future agreements once initial agreement is fulfilled. Hoosier Fight Club Promotions must be notified if offer is made by any other promotion and has first right of refusal.

Fighter's Initials 

EXECEPTION TO EXCLUSIVITY: Fighter may participate in a contest for another promotion, as long as event is held outside of a 85 mile radius from the Horseshoe Casino, Hammond Indiana or the Blue Chip Casino, Michigan City, Indiana and is held more than 45 days from a scheduled Hoosier Fight Club Event. Written notice of contest will still be required by Hoosier Fight Club Promotions.

UFC CLAUSE: In the event that the Fighter is given the opportunity to participate in a contest with the UFC or TUF, the fighter will be relinquished of any obligations to Hoosier Fight Club Promotions.

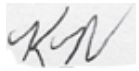
RELEASE OF UFC OR TUF: In the event that the Fighter is allowed to participate in the UFC or TUF and then released by Zuffa, the Fighter will be obligated to fulfill the remaining portion of the Agreement with Hoosier Fight Club Promotions regarding the amount of fights and time remaining on the original agreement proceeding the signing with the Zuffa Organization.

FIGHTER INCAPACITY TO PERORM: In the event that the Fighter may not participate due to injury, military duty or incarceration, the terms of this contract will be extended the exact length of non-participation.

CONSIDERATION: In consideration for Fighter's satisfactory performance of Fighter's obligations under this agreement, Promoter agrees to pay Fighter a fighter's purse. If the fighter is ruled winner of said contest, Promoter shall pay Fighter an additional win bonus. Payment shall be made to fighter in the form of a check, after completion of contest. The Fighter's pay schedule will be based on the following but not inclusive:

1. The amount of professional fights that the Fighter has participated.
2. The win record of the fighter.
3. Televised fights will have special consideration regarding pay.
4. Title fights will have special consideration regarding pay.

REASONS FOR FIGHTER NONPARTICIPATION: Fighter agrees that in the event that Fighter for any reason, and/or cause, that are under Fighter's control, does not participate in the contest, Fighter shall within five (5) days of Fighter's cancellation reimburse Promoter any and all expenses including but not limited to travel and hotel expenses incurred by Promoter for Fighter and /or Fighters corner, and any payments made to fighters opponent. The following are the only exceptions that relieve a fighter of his/her obligations:

Fighter's Initials 

1. Provide a formal letter from a MD or DO hand-written on office letterhead excusing the Fighter from competition for medical reasons. This letter must include an exact medical diagnosis, along with any physical or laboratory evidence that supports this diagnosis, and a telephone number at which the MD or DO may be contacted. Promoter reserves the right to have a Fighter examined by a MD or DO of Promoter's choice.

2. Provide proper governmental paperwork if called for active duty with any branch of the military.

3. Provide a copy of the death certificate in the event that an immediate family member passes. An immediate family member encompasses a spouse, children, parents and siblings.

WEIGH-IN: Fighter's weight shall be determined at the location, date and time specified on Indiana Athletic Commission bout agreement.

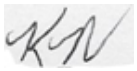
1. In The event that the Fighter does not make weight and the Opponent still takes the contest, Fighter will relinquish 30% of the fighter purse to be paid to Opponent. New Contracts will be written.
2. In the event that the Opponent does not make weight and the Fighter still takes the contest, Opponent will relinquish 30% of the fighter purse to be paid to Fighter. New Contracts will be written.

PENALTIES:

1. In the event that the Fighter is late for weigh-ins (arriving later than the specified start time) Fighter's purse will be reduced by 10%.
2. In the event that the Fighter is late for rules meeting (arriving later than the specified start time on the itinerary handed out at weigh-ins) Fighter's purse will be reduced by 10%.
3. In the event that the Opponent does not pass the pre-fight physical, Promoter will pay Fighter's purse.

DELEGATION OF DUTIES: Fighter or Fighter's Representation may not delegate Fighter's duties for the contest.

BREACH: Notwithstanding any terms herein to the contrary, if Fighter enters into the Agreement, individually and/or through Fighter's Representative, and Fighter for any reason and/or cause is unable to participate in the Contest, and fails to timely notify Promoter in advance and in writing of Fighter's incapacity and/or inability to so participate, along with valid reasons therefore, and/or if Fighter's reasons and/or causes for Fighter's failure to participate are deemed invalid and/or unsatisfactory by the Commission, Fighter and his undersigned Representative shall be liable to Promoter for any and all losses and/or damages, specifically including, but not limited to, Promoter's expenditures, lost profits, compensatory damages, consequential damages, and reliance damages. Promoter shall be entitled to all costs and reasonable attorney's fees incurred as a result of Fighter's and/or Fighter's Representative's breach of any of the terms of this Agreement.

Fighter's Initials 

MEDICALS/REQUIRED PAPERWORK: Fighter agrees to submit to Promoter and/or Indiana Athletic Commission no later than **2 weeks prior** to event date. The tests that are required can be found on the Commission's website. Fighter acknowledges and agrees that Promoter has entered this Agreement in reliance upon Fighter's good health and ability to compete in the Contest. Fighter's failure to provide valid copies of the aforementioned examinations and/or test results, showing that Fighter may legally compete in the Contest, may be deemed a breach of this Agreement at the discretion of the Promoter. **Fighters who are late in their completed medicals are in breach of this contract and will be fined a minimum of $50 and a maximum of the terms set forth in (BREACH) section of this contract, the severity of which will be at the sole discretion of the PROMOTER.**

INDEPENDENT CONTRACTOR: Fighter is not an employee of Promoter; Fighter is and shall remain an independent contractor, responsible for Fighter's own actions and expenses.

SUPPLEMENTAL INSURRANCE: Hoosier Fight Club Promotions will provide secondary insurance coverage for all fighters. All costs are covered with pre approval procedures being followed as mandated by the insurance carrier. A specific insurance attachment form outlining all guidelines, procedures and protocols for an injured fighter will be provided.

FULLY INTEGRATED CONTRACT: This Agreement, and its attached exhibits, are fully integrated containing the entire understanding between the parties and cannot be altered, varied, or amended except by an agreement in writing signed by the parties hereto. **Docusign** digitial signatures shall be as effective as originals.

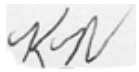
ASSIGNMENT: This agreement shall not be assigned by wither party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that either party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) a parent or subsidiary of a party, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and insure to the benefit of the parties and their respective successors and permitted assigns.

Fighter's Initials 

WAIVER, HOLD HARMLESS, and INDEMNITY: Should any term, condition, and/or remedy contained in this Agreement be found invalid or otherwise unenforceable, the remainder shall be in full force and effect. Any failure of refusal by Promoter to enforce any term, condition, or seek any remedy under this Agreement shall not be considered or deemed to be a waiver. Fighter and/or his representative, after a full reading and understanding of this Agreement and its terms, voluntarily and knowingly agree to hold harmless, indemnify and release Promoter from any and all liability, claims, and/or damages related to and/or arising from any injuries and/or damages and/or losses experienced and/or sustained by Fighter in any way related to the Contest and/or Fighter's breach of this Agreement. Such indemnity shall include Promoter's costs and reasonable attorney's fees.

REGULATIONS: The parties mutually agree and consent to the governance of the Contest by the rules and regulations of the state commission that each fight takes place, which are on file in the office of said commission and which rules and regulations are made a part hereof as it drafted herein extensor. In the event of any conflict between the Commission's rules and regulations and any term(s) of this Agreement, the terms of this Agreement shall control up to and including the fullest extent that such terms can be legally enforced. Otherwise, the Commission's rules and regulations shall supersede the conflicting terms if mandated by law.

LEGAL EFFECT: It is agreed by both parties that this Agreement shall be construed and interpreted pursuant to Indiana Law. Fighter agrees that the exclusive jurisdiction for any disputes arising from and/or related to this Agreement shall be in the applicable federal and state court in Indiana and Fighter irrevocably submits to that jurisdiction. Fighter agrees to accept service, personally, domiciliary, or through his appointed agent, at the address provided herein above. Fighter agrees that a final judgment in any such action or shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. Fighter further waives any objection to venue, any objection to such action on the basis of from non-conveniens. Nothing in this paragraph shall affect the right of Promoter to serve legal process in any manner permitted by law.

Fighter's Initials 

ADVERTISEMENTS/SPONSORSHIPS: It is agreed by both parties that Fighter and/or Fighter's corner, shall not sell, lease, rent and/or donate any part of their body for advertisement and/or sponsorship purposes. Fighter and/or Fighter's corner shall not carry any type of signage and/or wear any clothing bearing logos signage or other advertisement and/or sponsorship without the prior written consent of Promoter. Any advertisement considerations on behalf of Fighter and/or Fighter's corner must be placed in writing at least ten (10) business days prior to scheduled event and submitted via certified mail to address of Promoter listed above for approval thereof.

PROPRIETARY RIGHTS: It is agreed by both parties that Promoter reserves the right to record, copy, reproduce and/or televise matches live and/or tape delayed in whole and/or in part. Fighter agrees that Promoter owns the worldwide rights in perpetuity, in whole and/or in part to any reproduction of the pre-fight activities, the contest and post fight activities of the contest by any medium whatsoever whether live or delayed, interactive, home or theater, pay, pay per view, satellite, closed circuit, cable or subscription, telephone, computer, DVD, CD ROM, internet, video, audio cassette, images, photographs (including raw footage, out take and negatives).

SOCIAL MEDIA AGREEMENT: Fighter agrees to promote this event on his/her Facebook page. Fighter will do this by promoting the event in His/her status once a week, starting four weeks prior to event date. Fighter also agrees to create and "Event" on their Facebook with details and ticket information for said event, four weeks in advance. **Fighters who fail to meet the requirements set forth in the social media agreement are in breach of this contract and will be fined a minimum of $50 and a maximum set of the terms set forth in (BREACH) section of this contract, the severity of which will be at the sole discretion of the PROMOTER.**

THUS DONE AND SIGNED, by the parties, agreeing to be bound by the terms and conditions of this Agreement, after a due reading and understanding of the whole, fo warrant that they have the full authority and capacity to bind or be bound hereto, and sign their names on the dates indicated.

By: _____ 10-5-15
Hoosier Fight Club Promotions (Date)

By: /s/ Kevin Nowaczyk
Fighter's Signature (Date)

By: Kevin Nowaczyk
Fighter's Printed Name (Date)

By: _____
Fighter's Manager Signature (Date)

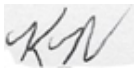
Fighter's Initials 

Exhibit 10.24

Hoosier Fight Club
Multi Fight Promotional Agreement

Effective this date, **08-14-2015,** this agreement is hereby made by and between Hoosier Fight Club Promotions, its employees, agents (hereinafter referred as "Promoter") and **Joey Diehl** (hereinafter referred to as "Fighter") who covenant and agree to be bound by the terms of, and do execute this Agreement personally and through Fighters duly authorized representative, whose full name is: _____.

WHEREAS: Fighter covenants and agrees to make all good faith efforts to prepare for, enter into, and participate to conclusion, in a **3** round, **5** minutes per round, mixed martial arts (MMA) contest/bout on **September 25, 2015 (Hammond, IN)** at a weight not to exceed **125 pounds.** Fighter's opponent for the contest will be: **Marcel TongVan** "Opponent"). In addition, Fighter agrees to fight exclusively for Hoosier Fight Club Promotions for the above listed mixed martial arts (MMA) contest, not participating in another promotion within 45 days prior to contest.

The contest will be held at **The Horseshoe Casino** ("Venue") located in **Hammond, IN.** The contest and its promotion will be managed by promoter pursuant to a valid permit from the **Indiana State Athletic Commission** (the "Commission").

WHEREFORE: In consideration of mutual covenants and promises herein contained, and for good cause and valuable consideration, the Parties hereby do further covenant and agree as follows:

EXCLUSIVITY: In consideration of the obligations of Promoter to secure, arrange and promote said bout and pay Fighter's purse, Fighter agrees that Fighter shall not promote, co-promote and/or take part in any contest, exhibitions, or otherwise exercise Fighter's talent in any manner or place, Fighter's name shall not be used in any other MMA event whatsoever during this agreement without first obtaining the written permission of Hoosier Fight Club Promotions. The Fighter's obligations will terminate upon completion of said (four) fight agreement OR after a period of 18 months from date of first completed contest by Fighter. Hoosier Fight Club Promotions will have first right of refusal of future agreements once initial agreement is fulfilled. Hoosier Fight Club Promotions must be notified if offer is made by any other promotion and has first right of refusal.

Fighter's Initials 

EXECEPTION TO EXCLUSIVITY: Fighter may participate in a contest for another promotion, as long as event is held outside of a 85 mile radius from the Horseshoe Casino, Hammond Indiana or the Blue Chip Casino, Michigan City, Indiana and is held more than 45 days from a scheduled Hoosier Fight Club Event. Written notice of contest will still be required by Hoosier Fight Club Promotions.

UFC CLAUSE: In the event that the Fighter is given the opportunity to participate in a contest with the UFC or TUF, the fighter will be relinquished of any obligations to Hoosier Fight Club Promotions.

RELEASE OF UFC OR TUF: In the event that the Fighter is allowed to participate in the UFC or TUF and then released by Zuffa, the Fighter will be obligated to fulfill the remaining portion of the Agreement with Hoosier Fight Club Promotions regarding the amount of fights and time remaining on the original agreement proceeding the signing to the Zuffa Organization.

FIGHTER INCAPACITY TO PERORM: In the event that the Fighter may not participate due to injury, military duty or incarceration, the terms of this contract will be extended the exact length of non participation.

CONSIDERATION: In consideration for Fighter's satisfactory performance of Fighter's obligations under this agreement, Promoter agrees to pay Fighter a fighter's purse. If the fighter is ruled winner of said contest, Promoter shall pay Fighter an additional win bonus. Payment shall be made to fighter in the form of a check, after completion of contest. The Fighter's pay schedule will be based on the following but not inclusive:

1. The amount of professional fights that the Fighter has participated.
2. The win record of the fighter.
3. Televised fights will have special consideration regarding pay.
4. Title fights will have special consideration regarding pay.

REASONS FOR FIGHTER NONPARTICIPATION: Fighter agrees that in the event that Fighter for any reason, and/or cause, that are under Fighter's control, does not participate in the contest, Fighter shall within five (5) days of Fighter's cancellation reimburse Promoter any and all expenses including but not limited to travel and hotel expenses incurred by Promoter for Fighter and /or Fighters corner, and any payments made to fighters opponent. The following are the only exceptions that relieve a fighter of his/her obligations:

Fighter's Initials 

1. Provide a formal letter from a MD or DO hand-written on office letterhead excusing the Fighter from competition for medical reasons. This letter must include an exact medical diagnosis, along with any physical or laboratory evidence that supports this diagnosis, and a telephone number at which the MD or DO may be contacted. Promoter reserves the right to have a Fighter examined by a MD or DO of Promoter's choice.

2. Provide proper governmental paperwork if called for active duty with any branch of the military.

3. Provide a copy of the death certificate in the event that an immediate family memberpasses. An immediate family member encompasses a spouse, children, parents and siblings.

WEIGH-IN: Fighter's weight shall be determined at the location, date and time specified on Indiana Athletic Commission bout agreement.

1. In The event that the Fighter does not make weight and the Opponent still takes the contest, Fighter will relinquish 30% of the fighter purse to be paid to Opponent. New Contracts will be written.
2. In the event that the Opponent does not make weight and the Fighter still takes the contest, Opponent will relinquish 30% of the fighter purse to be paid to Fighter. New Contracts will be written.

PENALTIES:

1. In the event that the Fighter is late for weigh-ins (arriving later than the specified start time) Fighter's purse will be reduced by 10%.
2. In the event that the Fighter is late for rules meeting (arriving later than the specified start time on the itinerary handed out at weigh-ins) Fighter's purse will be reduced by 10%.
3. In the event that the Opponent does not pass the pre-fight physical, Promoter will pay Fighter's purse.

DELEGATION Of DUTIES: Fighter or Fighter's Representation may not delegate Fighter's duties for the contest.

Fighter's Initials 

BREACH: Notwithstanding any terms herein to the contrary, if Fighter enters into the Agreement, individually and/or through Fighter's Representative, and Fighter for any reason and/or cause is unable to participate in the Contest, and fails to timely notify Promoter in advance and in writing of Fighter's incapacity and/or inability to so participate, along with valid reasons therefore, and/or if Fighter's reasons and/or causes for Fighter's failure to participate are deemed invalid and/or unsatisfactory by the Commission, Fighter and his undersigned Representative shall be liable to Promoter for any and all losses and/or damages, specifically including, but not limited to, Promoter's expenditures, lost profits, compensatory damages, consequential damages, and reliance damages. Promoter shall be entitled to all costs and reasonable attorney's fees incurred as a result of Fighter's and/or Fighter's Representative's breach of any of the terms of this Agreement.

MEDICALS/REQUIRED PAPERWORK: Fighter agrees to submit to Promoter and/or Indiana Athletic Commission no later than **2 weeksprior** to event date. The tests that are required can be found on the Commission's website. Fighter acknowledges and agrees that Promoter has entered this Agreement in reliance upon Fighter's good health and ability to compete in the Contest. Fighter's failure to provide valid copies of the aforementioned examinations and/or test results, showing that Fighter may legally compete in the Contest, may be deemed a breach of this Agreement at the discretion of the Promoter. **Fighters who are late in their completed medicals are in breach of this contract and will be fined a minimum of $50 and a maximum of the terms set forth in (BREACH) section of this contract, the severity of which will be at the sole discretion of the PROMOTER.**

INDEPENDENT CONTRACTOR: Fighter is not an employee of Promoter; Fighter is and shall remain an independent contractor, responsible for Fighter's own actions and expenses.

SUPPLEMENTAL INSURRANCE: Hoosier Fight Club Promotions will provide secondary insurance coverage for all fighters. All costs are covered with pre approval procedures being followed as mandated by the insurance carrier. A specific insurance attachment form outlining all guidelines, procedures and protocols for an injured fighter will be provided.

FULLY INTEGRATED CONTRACT: This Agreement, and its attached exhibits, are fully integrated containing the entire understanding between the parties and cannot be altered, varied, or amended except by an agreement in writing signed by the parties hereto. **Docusign**digitial signatures shall be as effective as originals.

ASSIGNMENT: This agreement shall not be assigned by wither party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that either party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) a parent or subsidiary of a party, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and insure to the benefit of the parties and their respective successors and permitted assigns.

Fighter's Initials 

WAIVER, HOLD HARMLESS, and INDEMNITY: Should any term, condition, and/or remedy contained in this Agreement be found invalid or otherwise unenforceable, the remainder shall be in full force and effect. Any failure of refusal by Promoter to enforce any term, condition, or seek any remedy under this Agreement shall not be considered or deemed to be a waiver. Fighter and/or his representative, after a full reading and understanding of this Agreement and its terms, voluntarily and knowingly agree to hold harmless, indemnify and release Promoter from any and all liability, claims, and/or damages related to and/or arising from any injuries and/or damages and/or losses experienced and/or sustained by Fighter in any way related to the Contest and/or Fighter's breach of this Agreement. Such indemnity shall include Promoter's costs and reasonable attorney's fees.

REGULATIONS: The parties mutually agree and consent to the governance of the Contest by the rules and regulations of the state commission that each fight takes place, which are on file in the office of said commission and which rules and regulations are made a part hereof as it drafted herein extensor. In the event of any conflict between the Commission's rules and regulations and any term(s) of this Agreement, the terms of this Agreement shall control up to and including the fullest extent that such terms can be legally enforced. Otherwise, the Commission's rules and regulations shall supersede the conflicting terms if mandated by law.

LEGAL EFFECT: It is agreed by both parties that this Agreement shall be construed and interpreted pursuant to Indiana Law. Fighter agrees that the exclusive jurisdiction for any disputes arising from and/or related to this Agreement shall be in the applicable federal and state court in Indiana and Fighter irrevocably submits to that jurisdiction. Fighter agrees to accept service, personally, domiciliary, or through his appointed agent, at the address provided herein above. Fighter agrees that a final judgment in any such action or shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. Fighter further waives any objection to venue, any objection to such action on the basis of from non-conveniens. Nothing in this paragraph shall affect the right of Promoter to serve legal process in any manner permitted by law.

Fighter's Initials 

ADVERTISEMENTS/SPONSORSHIPS: It is agreed by both parties that Fighter and/or Fighter's corner, shall not sell, lease, rent and/or donate any part of their body for advertisement and/or sponsorship purposes. Fighter and/or Fighter's corner shall not carry any type of signage and/or wear any clothing bearing logos signage or other advertisement and/or sponsorship without the prior written consent of Promoter. Any advertisement considerations on behalf of Fighter and/or Fighter's corner must be placed in writing at least ten (10) business days prior to scheduled event and submitted via certified mail to address of Promoter listed above for approval thereof.

PROPRIETARY RIGHTS: It is agreed by both parties that Promoter reserves the right to record, copy, reproduce and/or televise matches live and/or tape delayed in whole and/or in part. Fighter agrees that Promoter owns the worldwide rights in perpetuity, in whole and/or in part to any reproduction of the pre-fight activities, the contest and post fight activities of the contest by any medium whatsoever whether live or delayed, interactive, home or theater, pay, pay per view, satellite, closed circuit, cable or subscription, telephone, computer, DVD, CD ROM, internet, video, audio cassette, images, photographs (including raw footage, out take and negatives).

SOCIAL MEDIA AGREEMENT: Fighter agrees to promote this event on his/her Facebook page. Fighter will do this by promoting the event in His/her status once a week, starting four weeks prior to event date. Fighter also agrees to create and "Event" on their Facebook with details and ticket information for said event, four weeks in advance. **Fighters who fail to meet the requirements set forth in the social media agreement are in breach of this contract and will be fined a minimum of $50 and a maximum set of the terms set forth in (BREACH) section of this contract, the severity of which will be at the sole discretion of the PROMOTER.**

THUS DONE AND SIGNED, by the parties, agreeing to be bound by the terms and conditions of this Agreement, after a due reading and understanding of the whole, fo warrant that they have the full authority and capacity to bind or be bound hereto, and sign their names on the dates indicated.

By: _____
Hoosier Fight Club Promotions (Date)

By: /s/ Joey Diehl 8/12/15
Fighter's signature (Date)

By: Joey Diehl 8/21/15
Fighter's Printed Name (Date)

By: _____
Fighter's Manager Signature (Date)

Fighter's Initials _____

Hoosier Fight Club

Multi Fight Promotional Agreement

Effective this date, **08-14-2015,** this agreement is hereby made by and between Hoosier Fight Club Promotions, its employees, agents (hereinafter referred as "Promoter") and **Donald Cole Wilken** (hereinafter referred to as "Fighter") who covenant and agree to be bound by the terms of, and do execute this Agreement personally and through Fighters duly authorized representative, whose full name is: Donald Cole Wilken.

WHEREAS: Fighter covenants and agrees to make all good faith efforts to prepare for, enter into, and participate to conclusion, in a **3** round, **5** minutes per round, mixed martial arts (MMA) contest/bout on **September 25, 2015 (Hammond, IN)** at a weight not to exceed **170 pounds.** Fighter's opponent for the contest will be: **Craig Fruth** "Opponent"). In addition, Fighter agrees to fight exclusively for Hoosier Fight Club Promotions for the above listed mixed martial arts (MMA) contest, not participating in another promotion within 45 days prior to contest.

The contest will be held at **The Horseshoe Casino** ("Venue") located in **Hammond, IN.** The contest and its promotion will be managed by promoter pursuant to a valid permit from the **Indiana State Athletic Commission** (the "Commission").

WHEREFORE: In consideration of mutual covenants and promises herein contained, and for good cause and valuable consideration, the Parties hereby do further covenant and agree as follows:

EXCLUSIVITY: In consideration of the obligations of Promoter to secure, arrange and promote said bout and pay Fighter's purse, Fighter agrees that Fighter shall not promote, co-promote and/or take part in any contest, exhibitions, or otherwise exercise Fighter's talent in any manner or place, Fighter's name shall not be used in any other MMA event whatsoever during this agreement without first obtaining the written permission of Hoosier Fight Club Promotions. The Fighter's obligations will terminate upon completion of said (four) fight agreement OR after a period of 12 months from date of first completed contest by Fighter. Hoosier Fight Club Promotions will have first right of refusal of future agreements once initial agreement is fulfilled. Hoosier Fight Club Promotions must be notified if offer is made by any other promotion and has first right of refusal.

Fighter's Initials 

EXECEPTION TO EXCLUSIVITY: Fighter may participate in a contest for another promotion, as long as event is held outside of a 85 mile radius from the Horseshoe Casino, Hammond Indiana or the Blue Chip Casino, Michigan City, Indiana and is held more than 45 days from a scheduled Hoosier Fight Club Event. Written notice of contest will still be required by Hoosier Fight Club Promotions.

UFC CLAUSE: In the event that the Fighter is given the opportunity to participate in a contest with the UFC or TUF, the fighter will be relinquished of any obligations to Hoosier Fight Club Promotions.

RELEASE OF UFC OR TUF: In the event that the Fighter is allowed to participate in the UFC or TUF then released by Zuffa, the Fighter will be obligated to fulfill the remaining portion of the Agreement with Hoosier Fight Club Promotions regarding the amount fights and time remaining on the original agreement proceeding the signing to the Zuffa Organization.

FIGHTER INCAPACITY TO PERORM: In the event that the Fighter may not participate due to injury, military duty or incarceration, the terms of this contract will be extended the exact length of non-participation.

CONSIDERATION: In consideration for Fighter's satisfactory performance of Fighter's obligations under this agreement, Promoter agrees to pay Fighter a fighter's purse. If the fighter is ruled winner of said contest, Promoter shall pay Fighter an additional win bonus. Payment shall be made to fighter in the form of a check, after completion of contest. The Fighter's pay schedule will be based on the following but not inclusive:

1. The amount of professional fights that the Fighter has participated.
2. The win record of the fighter.
3. Televised fights will have special consideration regarding pay.
4. Title fights will have special consideration regarding pay.

REASONS FOR FIGHTER NONPARTICIPATION: Fighter agrees that in the event that Fighter for any reason, and/or cause, that are under Fighter's control, does not participate in the contest, Fighter shall within five (5) days of Fighter's cancellation reimburse Promoter any and all expenses including but not limited to travel and hotel expenses incurred by Promoter for Fighter and /or Fighters corner, and any payments made to fighters opponent. The following are the only exceptions that relieve a fighter of his/her obligations:

1. Provide a formal letter from a MD or DO hand-written on office letterhead excusing the Fighter from competition for medical reasons. This letter must include an exact medical diagnosis, along with any physical or laboratory evidence that supports this diagnosis, and a telephone number at which the MD or DO may be contacted. Promoter reserves the right to have a Fighter examined by a MD or DO of Promoter's choice.

Fighter's Initials 

2. Provide proper governmental paperwork if called for active duty with any branch of the military.

3. Provide a copy of the death certificate in the event that an immediate family member passes. An immediate family member encompasses a spouse, children, parents and siblings.

WEIGH-IN: Fighter's weight shall be determined at the location, date and time specified on Indiana Athletic Commission bout agreement.

1. In The event that the Fighter does not make weight and the Opponent still takes the contest, Fighter will relinquish 30% of the fighter purse to be paid to Opponent. New Contracts will be written.
2. In the event that the Opponent does not make weight and the Fighter still takes the contest, Opponent will relinquish 30% of the fighter purse to be paid to Fighter. New Contracts will be written.

PENALTIES:

1. In the event that the Fighter is late for weigh-ins (arriving later than the specified start time) Fighter's purse will be reduced by 10%.
2. In the event that the Fighter is late for rules meeting (arriving later than the specified start time on the itinerary handed out at weigh-ins) Fighter's purse will be reduced by 100%.
3. In the event that the Opponent does not pass the pre-fight physical, Promoter will pay Fighter's purse.

DELEGATION OF DUTIES: Fighter or Fighter's Representation may not delegate Fighter's duties for the contest.

Fighter's Initials _____

BREACH: Notwithstanding any terms herein to the contrary, if Fighter enters into the Agreement, individually and/or through Fighter's Representative, and Fighter for any reason and/or cause is unable to participate in the Contest, and fails to timely notify Promoter in advance and in writing of Fighter's incapacity and/or inability to so participate, along with valid reasons therefore, and/or if Fighter's reasons and/or causes for Fighter's failure to participate are deemed invalid and/or unsatisfactory by the Commission, Fighter and his undersigned Representative shall be liable to Promoter for any and all losses and/or damages, specifically including, but not limited to, Promoter's expenditures, lost profits, compensatory damages, consequential damages, and reliance damages. Promoter shall be entitled to all costs and reasonable attorney's fees incurred as a result of Fighter's and/or Fighter's Representative's breach of any of the terms of this Agreement.

MEDICALS/REQUIRED PAPERWORK: Fighter agrees to submit to Promoter and/or Indiana Athletic Commission no later than **2 weeks prior** to event date. The tests that are required can be found on the Commission's website. Fighter acknowledges and agrees that Promoter has entered this Agreement in reliance upon Fighter's good health and ability to compete in the Contest. Fighter's failure to provide valid copies of the aforementioned examinations and/or test results, showing that Fighter may legally compete in the Contest, may be deemed a breach of this Agreement at the discretion of the Promoter. **Fighters who are late in their completed medicals are in breach of this contract and will be fined a minimum of $50 and a maximum of the terms set forth in (BREACH) section of this contract, the severity of which will be at the sole discretion of the PROMOTER.**

INDEPENDENT CONTRACTOR: Fighter is not an employee of Promoter; Fighter is and shall remain an independent contractor, responsible for Fighter's own actions and expenses.

SUPPLEMENTAL INSURRANCE: Hoosier Fight Club Promotions will provide secondary insurance coverage for all fighters. All costs are covered with pre approval procedures being followed as mandated by the insurance carrier. A specific insurance attachment form outlining all guidelines, procedures and protocols for an injured fighter will be provided.

FULLY INTEGRATED CONTRACT: This Agreement, and its attached exhibits, are fully integrated containing the entire understanding between the parties and cannot be altered, varied, or amended except by an agreement in writing signed by the parties hereto. **Docusign** digitial signatures shall be as effective as originals.

ASSIGNMENT: This agreement shall not be assigned by wither party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that either party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) a parent or subsidiary of a party, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and insure to the benefit of the parties and their respective successors and permitted assigns.

Fighter's Initials 

WAIVER, HOLD HARMLESS, and INDEMNITY: Should any term, condition, and/or remedy contained in this Agreement be found invalid or otherwise unenforceable, the remainder shall be in full force and effect. Any failure of refusal by Promoter to enforce any term, condition, or seek any remedy under this Agreement shall not be considered or deemed to be a waiver. Fighter and/or his representative, after a full reading and understanding of this Agreement and its terms, voluntarily and knowingly agree to hold harmless, indemnify and release Promoter from any and all liability, claims, and/or damages related to and/or arising from any injuries and/or damages and/or losses experienced and/or sustained by Fighter in any way related to the Contest and/or Fighter's breach of this Agreement. Such indemnity shall include Promoter's costs and reasonable attorney's fees.

REGULATIONS: The parties mutually agree and consent to the governance of the Contest by the rules and regulations of the state commission that each fight takes place, which are on file in the office of said commission and which rules and regulations are made a part hereof as it drafted herein extensor. In the event of any conflict between the Commission's rules and regulations and any term(s) of this Agreement, the terms of this Agreement shall control up to and including the fullest extent that such terms can be legally enforced. Otherwise, the Commission's rules and regulations shall supersede the conflicting terms if mandated by law.

LEGAL EFFECT: It is agreed by both parties that this Agreement shall be construed and interpreted pursuant to Indiana Law. Fighter agrees that the exclusive jurisdiction for any disputes arising from and/or related to this Agreement shall be in the applicable federal and state court in Indiana and Fighter irrevocably submits to that jurisdiction. Fighter agrees to accept service, personally, domiciliary, or through his appointed agent, at the address provided herein above. Fighter agrees that a final judgment in any such action or shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. Fighter further waives any objection to venue, any objection to such action on the basis of from non-conveniens. Nothing in this paragraph shall affect the right of Promoter to serve legal process in any manner permitted by law.

ADVERTISEMENTS/SPONSORSHIPS: It is agreed by both parties that Fighter and/or Fighter's corner, shall not sell, lease, rent and/or donate any part of their body for advertisement and/or sponsorship purposes. Fighter and/or Fighter's corner shall not carry any type of signage and/or wear any clothing bearing logos signage or other advertisement and/or sponsorship without the prior written consent of Promoter. Any advertisement considerations on behalf of Fighter and/or Fighter's corner must be placed in writing at least ten (10) business days prior to scheduled event and submitted via certified mail to address of Promoter listed above for approval thereof.

Fighter's Initials 

PROPRIETARY RIGHTS: It is agreed by both parties that Promoter reserves the right to record, copy, reproduce and/or televise matches live and/or tape delayed in whole and/or in part. Fighter agrees that Promoter owns the worldwide rights in perpetuity, in whole and/or in part to any reproduction of the pre-fight activities, the contest and post fight activities of the contest by any medium whatsoever whether live or delayed, interactive, home or theater, pay, pay per view, satellite, closed circuit, cable or subscription, telephone, computer, DVD, CD ROM, internet, video, audio cassette, images, photographs (including raw footage, out take and negatives).

SOCIAL MEDIA AGREEMENT: Fighter agrees to promote this event on his/her Facebook page. Fighter will do this by promoting the event in His/her status once a week, starting four weeks prior to event date. Fighter also agrees to create and "Event" on their Facebook with details and ticket information for said event, four weeks in advance. **Fighters who fail to meet the requirements set forth in the social media agreement are in breach of this contract and will be fined a minimum of $50 and a maximum set of the terms set forth in (BREACH) section of this contract, the severity of which will be at the sole discretion of the PROMOTER.**

THUS DONE AND SIGNED, by the parties, agreeing to be bound by the terms and conditions of this Agreement, after a due reading and understanding of the whole, fo warrant that they have the full authority and capacity to bind or be bound hereto, and sign their names on the dates indicated.

By: _____
Hoosier Fight Club Promotions (Date)

By: /s/ Donald Cole Wilken 9-5-15
Fighter's Signature (Date)

By: Donald Cole Wilken
Fighter's Printed Name (Date)

By: _____
Fighter's Manager Signature (Date)

Fighter's Initials _____

Exhibit 10.26

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective July 18, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and Robert J. Haydak, an individual and resident of the State of New Jersey (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller"), the Company, the Executive, Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1. Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's President, and Executive accepts such employment.

2. Position. Executive agrees to serve as President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Company and the Business. The Executive will devote substantially all his business time and efforts to the Company and the Company's business and will not engage in other business activities without the Company's prior consent, whether or not such business activity is pursued for profit, gain or other pecuniary advantage. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3. Term. The term of this Agreement will begin on the Closing Date (the "Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4. Salary; Bonus. Executive will receive a salary during the Term of One Hundred and Seventy Thousand ($170,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement;

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

9. Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Comeptition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive: Robert J. Haydak
416 Kings Highway East
Haddonfield, New Jersey 08033
(856) 297-2465

If to the Company: Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Name: Paul K. Danner, III
Title: CEO

/s/ Robert J. Haydak
Robert J. Haydak

Exhibit 10.27

AMENDMENT NO. 1 TO
ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 to ASSET PURCHASE AGREEMENT is dated as of July 16, 2016 (this "Amendment") and amends the Asset Purchase Agreement, dated as of February 23, 2016 (the "Agreement") by and among CAGETIX LLC, a Nebraska limited liability company ("Seller"), Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms not defined in this Amendment have the meanings set forth in the Agreement.

WHEREAS, Seller, Buyer and the Selling Member have agreed that it is in their best interests to amend the terms of the Agreement; and

WHEREAS, pursuant to Section 12.6 of the Agreement, Seller, Buyer and the Selling Member may amend the Agreement by an instrument in writing signed by all of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing premises and the respective terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, Parent and the Buyer hereby agree as follows:

1. Amendment. Section 11.1 (d) of the Agreement is hereby amended as follows:

(d) by Buyer or Seller if the Closing has not occurred on or prior to September 30, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

2 . No Other Amendment. All other terms and conditions of the Agreement that are not expressly amended by this Amendment, including without limitation the representations, warranties, covenants and agreements of the respective parties, shall remain in full force and effect without other or further amendment or modification.

3 . Counterparts. This Amendment may be executed in multiple counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[*Signature Page to Amendment No. 1 to Asset Purchase Agreement Follows*]

[*Signature Page to Amendment No. 1 to Asset Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

CAGETIX LLC

By: /s/ Jay Schneider
Name: Jay Schneider
Title: Managing Member

SELLING MEMBER:

/s/ Jay Schneider
Jay Schneider

BUYER:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Name: Paul K. Danner, III
Title: CEO

Exhibit 10.28

AMENDMENT NO. 1 TO
ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 to ASSET PURCHASE AGREEMENT is dated as of July 16, 2016 (this "Amendment") and amends the Asset Purchase Agreement, dated as of February 23, 2016 (the "Agreement") by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller"), Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), and Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms not defined in this Amendment have the meanings set forth in the Agreement.

WHEREAS, Seller, Buyer and the Members have agreed that it is in their best interests to amend the terms of the Agreement; and

WHEREAS, pursuant to Section 12.6 of the Agreement, Seller, Buyer and the Members may amend the Agreement by an instrument in writing signed by all of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing premises and the respective terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, Parent and the Buyer hereby agree as follows:

1. Amendment. Section 11.1 (d) of the Agreement is hereby amended as follows:

(d) by Buyer or Seller if the Closing has not occurred on or prior to September 30, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

2 . No Other Amendment. All other terms and conditions of the Agreement that are not expressly amended by this Amendment, including without limitation the representations, warranties, covenants and agreements of the respective parties, shall remain in full force and effect without other or further amendment or modification.

3 . Counterparts. This Amendment may be executed in multiple counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[*Signature Page to Amendment No. 1 to Asset Purchase Agreement Follows*]

[*Signature Page to Amendment No. 1 to Asset Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

CFFC PROMOTIONS, LLC

By: /s/ Robert J. Haydak
Name: Robert J. Haydak
Title: CEO

MEMBERS:

/s/ Robert J. Haydak
Robert J. Haydak

/s/ Michael V. Constantino
Michael V. Constantino

BUYER:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Name: Paul K. Danner, III
Title: CEO

Exhibit 10.29

AMENDMENT NO. 1 TO
ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 to ASSET PURCHASE AGREEMENT is dated as of July 16, 2016 (this "Amendment") and amends the Asset Purchase Agreement, dated as of February 23, 2016 (the "Agreement") by and among PUNCH DRUNK, INC., a Washington corporation d/b/a COMBAT GAMES MMA ("Seller"), Joe DeRobbio, an individual and resident of the State of Washington ("DeRobbio"), and Jason Robinett, an individual and resident of the State of Washington ("Robinett" with each of DeRobbio and Robinett each a "Selling Stockholder" and collectively the "Selling Stockholders"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms not defined in this Amendment have the meanings set forth in the Agreement.

WHEREAS, Seller, Buyer and the Selling Stockholders have agreed that it is in their best interests to amend the terms of the Agreement; and

WHEREAS, pursuant to Section 12.6 of the Agreement, Seller, Buyer and the Selling Stockholders may amend the Agreement by an instrument in writing signed by all of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing premises and the respective terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, Parent and the Buyer hereby agree as follows:

1. Amendment. Section 11.1 (d) of the Agreement is hereby amended as follows:

(d) by Buyer or Seller if the Closing has not occurred on or prior to September 30, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

2 . No Other Amendment. All other terms and conditions of the Agreement that are not expressly amended by this Amendment, including without limitation the representations, warranties, covenants and agreements of the respective parties, shall remain in full force and effect without other or further amendment or modification.

3 . Counterparts. This Amendment may be executed in multiple counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[*Signature Page to Amendment No. 1 to Asset Purchase Agreement Follows*]

[*Signature Page to Amendment No. 1 to Asset Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

PUNCH DRUNK, INC.

By: /s/ Joe DeRobbio
Name: Joe DeRobbio
Title: CEO

SELLING STOCKHOLDERS:

/s/ Joe DeRobbio
Joe DeRobbio

/s/ Jason Robinnett
Jason Robinett

BUYER:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Name: Paul K. Danner, III
Title: CEO

Exhibit 10.30

AMENDMENT NO. 1 TO
ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 to ASSET PURCHASE AGREEMENT is dated as of July 16, 2016 (this "Amendment") and amends the Asset Purchase Agreement, dated as of February 23, 2016 (the "Agreement") by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller"), Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms not defined in this Amendment have the meanings set forth in the Agreement.

WHEREAS, Seller, Buyer and the Members have agreed that it is in their best interests to amend the terms of the Agreement; and

WHEREAS, pursuant to Section 12.6 of the Agreement, Seller, Buyer and the Members may amend the Agreement by an instrument in writing signed by all of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing premises and the respective terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, Parent and the Buyer hereby agree as follows:

1. Amendment. Section 11.1 (d) of the Agreement is hereby amended as follows:

(d) by Buyer or Seller if the Closing has not occurred on or prior to September 30, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

2 . No Other Amendment. All other terms and conditions of the Agreement that are not expressly amended by this Amendment, including without limitation the representations, warranties, covenants and agreements of the respective parties, shall remain in full force and effect without other or further amendment or modification.

3 . Counterparts. This Amendment may be executed in multiple counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[*Signature Page to Amendment No. 1 to Asset Purchase Agreement Follows*]

[*Signature Page to Amendment No. 1 to Asset Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

HOOSIER FIGHT CLUB PROMOTIONS, LLC

By: /s/ Danielle L. Vale
Name: Danielle L. Vale
Title: CEO and Managing Member

MEMBERS:

/s/ Danielle L. Vale
Danielle L. Vale

/s/ Paul Vale
Paul Vale

BUYER:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Name: Paul K. Danner, III
Title: CEO

Exhibit 10.31

AMENDMENT NO. 1 TO
ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 to ASSET PURCHASE AGREEMENT is dated as of July 16, 2016 (this "Amendment") and amends the Asset Purchase Agreement, dated as of February 23, 2016 (the "Agreement") by and among BANG TIME ENTERTAINMENT, LLC, d/b/a Shogun Fights, a Maryland limited liability company (" Seller"), John Rallo, an individual and resident of the State of Maryland (the "Selling Member"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms not defined in this Amendment have the meanings set forth in the Agreement.

WHEREAS, Seller, Buyer and the Selling Member have agreed that it is in their best interests to amend the terms of the Agreement; and

WHEREAS, pursuant to Section 12.6 of the Agreement, Seller, Buyer and the Selling Member may amend the Agreement by an instrument in writing signed by all of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing premises and the respective terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, Parent and the Buyer hereby agree as follows:

1. Amendment. Section 11.1 (d) of the Agreement is hereby amended as follows:

(d) by Buyer or Seller if the Closing has not occurred on or prior to September 30, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

2 . No Other Amendment. All other terms and conditions of the Agreement that are not expressly amended by this Amendment, including without limitation the representations, warranties, covenants and agreements of the respective parties, shall remain in full force and effect without other or further amendment or modification.

3 . Counterparts. This Amendment may be executed in multiple counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[*Signature Page to Amendment No. 1 to Asset Purchase Agreement Follows*]

[*Signature Page to Amendment No. 1 to Asset Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

BANG TIME ENTERTAINMENT, LLC

By: /s/ John Rallo
Name: John Rallo
Title: Managing Member

SELLING MEMBER:

/s/ John Rallo
John Rallo

BUYER:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Name: Paul K. Danner, III
Title: CEO

Exhibit 10.32

AMENDMENT NO. 1 TO
ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 to ASSET PURCHASE AGREEMENT is dated as of July 16, 2016 (this "Amendment") and amends the Asset Purchase Agreement, dated as of February 23, 2016 (the "Agreement") by and among V3, LLC, a Tennessee limited liability company ("Seller"), Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms not defined in this Amendment have the meanings set forth in the Agreement.

WHEREAS, Seller, Buyer and the Selling Member have agreed that it is in their best interests to amend the terms of the Agreement; and

WHEREAS, pursuant to Section 12.6 of the Agreement, Seller, Buyer and the Selling Member may amend the Agreement by an instrument in writing signed by all of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing premises and the respective terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, Parent and the Buyer hereby agree as follows:

1. Amendment. Section 11.1 (d) of the Agreement is hereby amended as follows:

(d) by Buyer or Seller if the Closing has not occurred on or prior to September 30, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

2 . No Other Amendment. All other terms and conditions of the Agreement that are not expressly amended by this Amendment, including without limitation the representations, warranties, covenants and agreements of the respective parties, shall remain in full force and effect without other or further amendment or modification.

3 . Counterparts. This Amendment may be executed in multiple counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[*Signature Page to Amendment No. 1 to Asset Purchase Agreement Follows*]

[*Signature Page to Amendment No. 1 to Asset Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

V3, LLC

By: /s/ Nick Harmeier
Name: Nick Harmeier
Title: Managing Member

SELLING MEMBER:

/s/ Nick Harmeier
Nick Harmeier

BUYER:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Name: Paul K. Danner, III
Title: CEO

Exhibit 10.33

AMENDMENT NO. 1 TO
FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 to FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT is dated as of July 16, 2016 (this "Amendment") and amends the Fight Library Copyright Purchase Agreement, dated as of September 15, 2015 (the "Agreement") by and between LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC., a New York corporation ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms not defined in this Amendment have the meanings set forth in the Agreement.

WHEREAS, Seller and Buyer have agreed that it is in their best interests to amend the terms of the Agreement; and

WHEREAS, pursuant to Section 12.5 of the Agreement, Seller and Buyer may amend the Agreement by an instrument in writing signed by all of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing premises and the respective terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, Parent and the Buyer hereby agree as follows:

1. Amendment. Section 11.1 (d) of the Agreement is hereby amended as follows:

(d) by Buyer or Seller if the Closing has not occurred on or prior to September 30, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

2 . No Other Amendment. All other terms and conditions of the Agreement that are not expressly amended by this Amendment, including without limitation the representations, warranties, covenants and agreements of the respective parties, shall remain in full force and effect without other or further amendment or modification.

3 . Counterparts. This Amendment may be executed in multiple counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[*Signature Page to Amendment No. 1 to Fight Library Copyright Purchase Agreement Follows*]

[*Signature Page to Amendment No. 1 to Fight Library Copyright Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC.

By: /s/ Louis Neglia
Name: Louis Neglia
Title: CEO

BUYER:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Name: Paul K. Danner, III
Title: CEO

Exhibit 10.34

AMENDMENT NO. 1 TO
FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 to FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT is dated as of July 16, 2016 (this "Amendment") and amends the Fight Library Copyright Purchase Agreement, dated as of February 23, 2016 (the "Agreement") by and between HOSS PROMOTIONS, LLC, a New Jersey limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms not defined in this Amendment have the meanings set forth in the Agreement.

WHEREAS, Seller and Buyer have agreed that it is in their best interests to amend the terms of the Agreement; and

WHEREAS, pursuant to Section 12.5 of the Agreement, Seller and Buyer may amend the Agreement by an instrument in writing signed by all of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing premises and the respective terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, Parent and the Buyer hereby agree as follows:

1. Amendment. Section 11.1 (d) of the Agreement is hereby amended as follows:

(d) by Buyer or Seller if the Closing has not occurred on or prior to September 30, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

2 . No Other Amendment. All other terms and conditions of the Agreement that are not expressly amended by this Amendment, including without limitation the representations, warranties, covenants and agreements of the respective parties, shall remain in full force and effect without other or further amendment or modification.

3 . Counterparts. This Amendment may be executed in multiple counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[*Signature Page to Amendment No. 1 to Fight Library Copyright Purchase Agreement Follows*]

[*Signature Page to Amendment No. 1 to Fight Library Copyright Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

HOSS PROMOTIONS, LLC

By: /s/ Maria Haydak
Name: Ms. Maria Haydak
Title: Managing Member

BUYER:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Name: Paul K. Danner, III
Title: CEO

Exhibit 10.35

AMENDMENT NO. 1 TO
AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT NO. 1 to AGREEMENT AND PLAN OF MERGER is dated as of July 16, 2016 (this "Amendment") and amends the Agreement and Plan of Merger, dated as of March 1, 2016 (the "Agreement") by and among GO FIGHT NET, INC., a New York corporation ("GFL"), David Klarman, an individual and resident of the State of New York (the "Principal Stockholder"), ALLIANCE MMA, INC., a Delaware corporation ("Parent"), and GFL ACQUISITION CO., INC., a New York corporation and wholly-owned subsidiary of Parent ("Acquisition Co."). Capitalized terms not defined in this Amendment have the meanings set forth in the Agreement.

WHEREAS, GFL, Parent, Acquisition Co. and the Principal Stockholder have agreed that it is in their best interests to amend the terms of the Agreement, including certain of the exhibits thereto; and

WHEREAS, pursuant to Section 12.6 of the Agreement, GFL, Parent, Acquisition Co. and the Principal Stockholder may amend the Agreement by an instrument in writing signed by all of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing premises and the respective terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, Parent and the Buyer hereby agree as follows:

1. Amendment.

(i) Section 11.1 (d) of the Agreement is hereby amended as follows:

(d) by Buyer or Seller if the Closing has not occurred on or prior to September 30, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

(ii) Section 2 to the Executive Employment attached as Exhibit C to the Agreement is deleted in its entirety and is hereby replaced by the following:

Position. Executive agrees to serve as a non-executive Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of GFL and its business. The Executive will devote substantially all his business time and efforts to the Company and the Company's business and will not engage in other business activities without the Company's prior consent, whether or not such business activity is pursued for profit, gain or other pecuniary advantage. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

(iii) Section 4 to the Executive Employment Agreement attached as Exhibit C to the Agreement is hereby amended to add subsection (b) as follows:

(b) Within thirty (30) days following the IPO Executive shall be entitled to receive a restricted stock award of 50,000 shares of Common Stock under the Company's 2016 Equity Incentive Plan (the "Plan"). The shares of Common Stock underling the award will vest over a three (3) year period in equal amounts in accordance with and subject to the provisions of the Plan.

(iv) Section 9 to the Executive Employment Agreement attached as Exhibit C to the Agreement is deleted in its entirety and is hereby replaced by the following:

Non-Competition and Confidentiality Covenants. Executive and Company are party to that certain Non-Competition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

(v) Section 2(c) to the Non-Competition and Non-Solicitation Agreement attached as Exhibit D to the Agreement is hereby deleted in its entirety.

(vi) Section 2.1(a) to the Intellectual Property License Agreement attached as Exhibit E to the Agreement is deleted in its entirety and is hereby replaced by the following:

(a) The GFL web broadcasting platform and all the video content and other data on the GFL website and in its library system is considered the "Intellectual Property". The Intellectual Property is in some cases owned by Licensor and in other cases Licensor has the right to air and maintain the content on the GFL website. All the Intellectual Property described above are the "Intellectual Property Rights" being licensed to Licensee subject to this Agreement.

2 . No Other Amendment. All other terms and conditions of the Agreement that are not expressly amended by this Amendment, including without limitation the representations, warranties, covenants and agreements of the respective parties, shall remain in full force and effect without other or further amendment or modification.

3 . Counterparts. This Amendment may be executed in multiple counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[*Signature Page to Amendment No. 1 to Asset Purchase Agreement Follows*]

[*Signature Page to Amendment No. 1 to Asset Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GFL:

GO FIGHT NET, INC.

By: /s/ David Klarman
Name: David Klarman
Title: CEO

PRINCIPAL STOCKHOLDER and EXECUTIVE:

/s/ David Klarman
David Klarman

PARENT:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Name: Paul K. Danner, III
Title: CEO

ACQUISITION CO.:

GFL ACQUISITION CO., INC.

By: /s/ Paul K. Danner, III
Name: Paul K. Danner, III
Title: President

Solely with respect to the Intellectual Property License Agreement attached as Exhibit E to the Agreement.

LICENSOR:

VOLTERRA PARTNERS LTD.

By: /s/ David Klarman
Name: David Klarman
Title: CEO

Exhibit 10.36

ALLIANCE MMA, INC.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "**Subscription Agreement**") is dated ___ ___, 2016, by and between the undersigned identified on the Signature Page hereto (the "**Investor**") and Alliance MMA, Inc., a Delaware corporation (the "**Company**").

WHEREAS, the Company has authorized the sale and issuance of a minimum of 1,111,111 (the "**Minimum Amount**") and up to a maximum of 3,333,333 shares (the "**Shares**") of its common stock, par value $0.001 per share (the "**Common Stock**"), on a "best efforts" basis at an initial public offering price of $4.50 per Share (the "**Purchase Price**");

WHEREAS, the offering and sale of the Shares (the "**Offering**") are being made pursuant to an effective Registration Statement on Form S-1 (File No. 333-_____) (the "**Registration Statement**") filed under the Securities Act of 1933, as amended (the "**Securities Act**"), by the Company with the U.S. Securities and Exchange Commission (the "**Commission**");

WHEREAS, the Company has entered into a Selling Agent Agreement, dated July _____, 2016, with Network 1 Financial Securities, Inc., a FINRA-registered broker/dealer, to act as the selling agent of the Shares in the Offering (the "**Selling Agent**");

WHEREAS, the Company, Selling Agent and Signature Bank have entered into an Escrow Agreement, dated _____, 2016 (the "**Escrow Agreement**"), pursuant to which Signature Bank has agreed to serve as the escrow agent in connection with the Offering (the "**Escrow Agent**");

WHEREAS, the Investor desires to purchase a certain amount of Shares from the Company.

NOW, THEREFORE, in consideration of the foregoing and of the covenants contained herein, the sufficiency of which is hereby mutually accepted, the parties hereby agree as follows:

1. **Subscription**. Investor agrees to buy and the Company agrees to sell and issue to Investor such number of Shares of Common Stock as set forth on the signature page hereto (the "**Signature Page**"), for an aggregate purchase price equal to the product of (x) the aggregate number of Shares of Common Stock the Investor has agreed to purchase and (y) the Purchase Price per Share.

2. **Procedure**.

    a. Prior to the Closing Date (as defined below), the Investor will:

        i. Complete and execute this Subscription Agreement and deliver it to the Selling Agent at the address set forth below for forwarding to the Company:

        Network 1 Financial Securities, Inc.
        The Galleria, Building 2
        2 Bridge Avenue
        Red Bank, NJ 07701
        Attn: Keith Testaverde, Senior VP
        T: (732) 758-9001
        F.: (732) 758-6671

ii. Deliver funds in an amount equal to the Purchase Price multiplied by the number of Shares to which such Investor has subscribed to the Escrow Agent via checks made payable to the order of "*Signature Bank, as Escrow Agent for Alliance MMA, Inc*.," or wire transfer to:

Signature Bank
950 Third Avenue
New York, NY 10022
ABA No.: 026013576
Account No.: 1502649902

3. **Closing Date; Termination Date**. If the Escrow Agent shall have received at least an aggregate amount of $5,000,000 (the "**Requisite Funds**") on or before 5:00 p.m., New York City time, on October 31, 2016 (the "**Termination Date**"), the Escrow Agent will release the balance of the Escrow Account for collection by the Company and the Selling Agent as provided in the Escrow Agreement and the Company shall deliver the Common Stock being purchased on the Closing Date to the Investors, through the facilities of DTC, and such Common Stock shall be registered in such name or names and shall be in such denominations, as the Selling Agent may request by written notice to the Company (the "**Closing**"). The cost of original issue tax stamps and other transfer taxes, if any, in connection with the issuance and delivery of the Common Stock by the Company to the respective Investors shall be borne by the Company. The date on which the Escrow Agent releases the balance of the Escrow Account for collection by the Company and the Selling Agent against delivery of the Common Stock to the Investors as described above, is hereinafter referred to as the "**Closing Date**."

4. **Return of Funds**. If the Requisite Funds have not been received by the Escrow Agent on or before the Termination Date, the Offering will be deemed terminated, the Escrow Agent will promptly return the funds to the Investors without interest or deduction and the Selling Agent shall not be entitled to any compensation hereunder.

5. **Investor Representations**.

   a. The Investor represents that it has received (or otherwise had made available to it by the filing by the Company of an electronic version thereof with the Commission) the Prospectus prior to or in connection with the receipt of this Agreement.

   b. The Investor represents that, except as set forth below, (i) it has had no position, office or other material relationship within the past three years with the Company or persons known to it to be affiliates of the Company, (ii) it is not a member of the Financial Industry Regulatory Authority, Inc. ("**FINRA**") or an Associated Person (as such term is defined under the FINRA's NASD Membership and Registration Rules Section 1011) as of the Closing, and (iii) neither the Investor nor any group of Investors (as such term is used in Rule 13d-5 under the Exchange Act (as defined below)) of which the Investor is a part in connection with the Offering, acquired, or obtained the right to acquire, 10% or more of the Common Stock (or securities convertible into or exercisable for Common Stock) or the voting power of the Company on a post-transaction basis.

   Exceptions: _____
   (If no exceptions, write "none." If left blank, response will be deemed to be "none.")

6. **Acceptance**. No offer by the Investor to buy Shares will be accepted and no part of the Purchase Price will be delivered to the Company until the Company has accepted such offer by countersigning a copy of this Agreement and delivering a fully-executed version of this Agreement, and any such offer may be withdrawn or revoked, without obligation or commitment of any kind, at any time prior to such execution and delivery by the Company.

7. **Company Confirmation**. The Investor acknowledges and agrees that such Investor's receipt of the Company's signed counterpart to this Agreement, together with the Prospectus (or the filing by the Company of an electronic version thereof with the Commission), shall constitute written confirmation of the Company's sale of the Shares to such Investor.

8. **Not a Firm Commitment Offering**. The Investor acknowledges that the Offering is being conducted on a "best efforts" basis and is not being underwritten on a "firm commitment" basis by the Selling Agent.

9. **Termination**. In the event that the Selling Agent Agreement is terminated by the Selling Agent pursuant to the terms thereof, this Agreement shall terminate without any further action on the part of the parties hereto.

10. **Notices**. All communications hereunder, except as herein otherwise specifically provided, shall be in writing and shall be mailed (registered or certified mail, return receipt requested), personally delivered or sent by facsimile transmission and confirmed, or by electronic transmission via PDF, and shall be deemed given when so delivered or faxed and confirmed or transmitted or if mailed, two days after such mailing.

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attn: Paul K. Danner, III, CEO
T: (212) 739-7825

With a copy to (which shall not constitute notice):

Robert L. Mazzeo, Esq.
Mazzeo Song P.C.
444 Madison Avenue, 4th Floor
New York, NY 10022
T: (212) 599-0700

If to the Selling Agent:

Network 1 Financial Securities, Inc.
The Galleria, Building 2
2 Bridge Avenue
Red Bank, NJ 07701
Attn: Keith Testaverde, Senior VP
T: (732) 758-9001
F: (732) 758-6671

With a copy to (which shall not constitute notice):

Magri Law, LLC
2642 NE 9th Ave.
Fort Lauderdale, FL 333334
Attn: Philip Magri, Esq.
T: (646) 502-5900

11. **Changes**. This Agreement may not be modified or amended except pursuant to an instrument in writing signed by the Company and the Investor.

12. **Headings**. The headings of the various sections of this Agreement have been inserted for convenience of reference only and will not be deemed to be part of this Agreement.

13. **Severability**. In case any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

14. **Governing Law**. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflicts of law that would require the application of the laws of any other jurisdiction.

15. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one instrument, and will become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Investor has executed this Subscription Agreement as of the date written below.

Issuer:		**ALLIANCE MMA, INC.**
Purchase Price per Share:		**$4.50**
Number of Shares being Purchased by Investor:		_____
Total Purchase Price (Number of Shares multiplied by Purchase Price:		**$**_____

INVESTOR:

_____
Name of Investor

_____
Signature of Investor

_____
Social Security Number (SSN) or Fed Tax ID (EIN)

Date: _____

CO-INVESTOR:

_____
Name of Co-Investor, if applicable

_____
Signature of Co-Investor, if applicable

_____
Social Security Number (SSN) or Fed Tax ID (EIN)

Date: _____

The Shares subscribed for hereby are being purchased as follows:

(*Check One*)
____ individually
____ joint tenants
____ joint tenants with right of survivorship
____ tenants in common
____ partnership
____ limited liability company
____ as custodian, trustee or agent for _____ corporation

Investor's Name and Business Address
(please print or type)

Co-Investor's Name and Business Address
(please print or type):

Investor's Residence Address
(please print or type):

Co-Investor's Residence Address
(please print or type):

Name of DTC Participant (broker-dealer at which the account or accounts to be credited with the Shares are maintained):

DTC Participant Number:

Name of Account at DTC Participant being credited with the Shares:

Account Number at DTC Participant being credited with the Shares:

The foregoing Subscription is hereby accepted.

ALLIANCE MMA, INC.

By:
Paul K. Danner, III
Chief Executive Officer

Date:

Exhibit 10.37

[Form of Lock-Up Agreement]

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attn: Paul K. Danner, III, CEO

Network 1 Financial Securities, Inc.
The Galleria, Building 2
2 Bridge Avenue
Red Bank, NJ 07701
Attn: Damon D. Testaverde, Managing Director

RE: Lock-up Agreement

Gentlemen:

The undersigned understands that Network 1 Financial Securities, Inc. (the "**Selling Agent**") proposes to enter into a Selling Agent Agreement (the "**Selling Agent Agreement**") with Alliance MMA, Inc., a Delaware corporation (the "**Company**"), providing for the initial public offering (the "Offering") of up to 3,333,333 shares of common stock, par value $0.001 per share (the "**Common Stock**"), of the Company (the "**Shares**") pursuant to a registration statement on Form S-1 (the "**Registration Statement**") filed with the Securities and Exchange Commission (the "**SEC**").

To induce the Selling Agent to enter into the Selling Agent Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees that, during the period beginning from the date of the final Prospectus covering the public offering of the Shares and continuing to and including the date 180 days after the effective date of the Registration Statement (the "**Lock-up Period**"), the undersigned will not, without the prior written consent of the Selling Agent, directly or indirectly, (i) offer, sell, contract to sell, assign, transfer, encumber, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of the Company's Common Stock, or any options or warrants to purchase any shares of Common Stock of the Company or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock of the Company (collectively, "**Common Stock Equivalents**") held of record by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC as of the date of the final prospectus (collectively the "**Lock-up Shares**"), (ii) enter into or establish any arrangement constituting a "put equivalent position," as defined by Rule 16a-1(h) promulgated under the Securities Exchange Act of 1934, as amended, (iii) enter into any swap or other arrangement that transfers all or a portion of the economic consequences associated with the ownership of the Lock-up Shares, (iv) exercise any registration rights with respect to any Common Stock or Common Stock Equivalents or (v) announce an intent to do any of the forgoing.

The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Lock-up Shares even if the Lock-up Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Lock-up Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such of the Lock-up Shares.

Notwithstanding the foregoing, the undersigned may transfer any or all Lock-up Shares (i) as a *bona fide* gift or gifts, provided that the donee or donees thereof have executed and delivered to the Selling Agent a written agreement providing their agreement to be bound by the restrictions set forth herein, (ii) to any trust, partnership, limited liability company or other legal entity commonly used for estate planning purposes which is established for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee, general partner, manager or other administrator, as the case may be, has executed and delivered to the Selling Agent a written agreement providing their agreement to be bound by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, or (iii) with the prior written consent of the Selling Agent. For purposes of this letter agreement, "**immediate family**" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. In addition, notwithstanding the foregoing, if the undersigned is a corporation, the corporation may transfer the capital stock of the Company to any wholly-owned subsidiary of such corporation; *provided, however*, that in any such case, it shall be a condition to the transfer that the transferee has executed and delivered to the Selling Agent a written agreement stating that the transferee is receiving and holding such capital stock subject to the provisions of this Agreement and there shall be no further transfer of such capital stock except in accordance with this Agreement, and provided further that any such transfer shall not involve a disposition for value. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Lock-up Shares except in compliance with the foregoing restrictions. Following expiration of the Lock-up Period, it is understood and agreed that the undersigned may dispose of the Lock-up Shares free of any contractual obligation hereunder. Notwithstanding the foregoing, if, options for Common Stock held by the undersigned that are exercisable shall expire during the Lock-Up Period, unless exercised, the undersigned may exercise such options and sell the shares received upon exercise, to satisfy obligations under a cashless exercise arrangement, without the consent of the Selling Agents, provided the shares issued upon the exercise of such options shall be subject the terms of this letter agreement and deemed Lock-up Shares except to the extent sold pursuant to such cashless exercise.

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed Shares the undersigned may purchase in the Offering.

If (1) during the last 17 days of the initial Lock-Up Period the Company issues an earnings release or material news or a material event relating to the Company occurs; or (2) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period or provides notification to the Selling Agent of any earnings release, or material news or a material event that may give rise to an extension of the Lock-Up Period; the restrictions imposed by this Agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. The undersigned shall not engage in any transaction that may be restricted by this Agreement, solely as a result of the issuance of an earnings release or the occurrence of a material news or material event, during the 34-day period beginning on the last day of the initial Lock-Up Period unless the undersigned requests and receives prior written confirmation from the Company or the Selling Agent that the restrictions imposed by this agreement have expired.

The undersigned understands that the Company and the Selling Agent are relying upon this letter agreement in proceeding toward consummation of the offering and the proposed public offering is still confidential. The undersigned further understands that this Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal selling agents, successors, and assigns. If for any reason the Selling Agent Agreement shall terminate or be terminated prior to payment for and delivery of the Shares on the Initial Closing Date (as defined in the Selling Agent Agreement), the agreement set forth above shall likewise be terminated.

Very truly yours,

_____ (Signature)

Print Name: _____

Date Signed: _____, 2016

_____
Entity Name (if held by an entity)

By: _____ (Signature)

Print Name: _____

Title, if any: _____

Date Signed: _____, 2016

Exhibit 10.38

SECOND AMENDED AND RESTATED
UNSECURED PROMISSORY NOTE

$1,000,000.00

New York, New York
Original Issue Date: February 12, 2015

FOR VALUE RECEIVED, ALLIANCE MMA, INC., a Delaware corporation with an address of 590 MADISON AVENUE, 21ST FLOOR, NEW YORK, NEW YORK 10022 ("Borrower"), unconditionally promises to pay to the order of IVY EQUITY INVESTORS, LLC., a Delaware limited liability company with an address of 2 EAST 55TH STREET, SUITE 1111, NEW YORK, NEW YORK 10022 ("Lender"), in the manner and at the place hereinafter provided, the principal amount of One Million and No/100ths Dollars ($1,000,000.00) or such lesser amount that may be outstanding based upon advances made to and other payments made on behalf of Borrower by Lender incident to the Borrower's contemplated IPO on the earlier of January 1, 2017, or the closing of the IPO (the "Maturity Date"). Borrower also promises to pay to Lender, together with the principal amount referenced above simple interest on the outstanding principal balance of this Note at the rate of six percent (6%) per annum compounded annually, pro-rated for the number of days that the Note is outstanding until the Maturity Date on the basis of a 365-day year (the "Interest"). Lender and Borrower contemplate that Lender will make several advances to or other payments on behalf of Borrower to facilitate the IPO and the related Target Company Transactions, and that this Note will reflect the aggregate amount of such advances and payments. Lender will maintain a schedule of advances and payments which shall be attached to this Note as Schedule A and which may be amended from time to time to reflect advances and payments made. **This Note amends and restates in its entirety that certain Amended and Restated Unsecured Promissory Note dated as of May 10, 2016 with an initial principal amount of up to $600,000 due on the Maturity Date (the "Original Note")**.

1. Payments. All payments of principal and Interest in respect of this Note shall be made in lawful money of the United States of America in same day funds at the office of Lender set forth above or at such other place as Lender may direct. If any payment on this Note is stated to be due on a day that is not a Business Day, such payment shall instead be made on the next Business Day.

2. Prepayments of Interest and Principal. The Borrower shall have the right at any time and from time to time to prepay the principal amount and any Interest then due in whole or in part, without premium or penalty. All payments shall be applied first to accrued interest and then to the then outstanding principal amount.

3. Representations and Warranties. Borrower hereby represents and warrants to Lender that:

(a) this Note constitutes the duly authorized, legally valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms;

(b) all consents and grants of approval required to have been granted by any Person in connection with the execution, delivery and performance of this Note have been granted;

(c) the execution, delivery and performance by Borrower of this Note does not and will not (i) violate or conflict with any law, governmental rule or regulation, court order or agreement to which it is subject or by which its properties are bound or (ii) result in the creation of any Lien or other encumbrance with respect to the property of Borrower; and

(d) there is no action, suit, proceeding or governmental investigation pending or, to the knowledge of Borrower, threatened against Borrower or any of its assets which, if adversely determined, would have a material adverse effect on the properties, assets, condition (financial or otherwise) or prospects of Borrower, taken as a whole, or the ability of Borrower to comply with its obligations hereunder.

4. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default":

(a) failure of Borrower to pay the principal and Interest, if any, when due under this Note and such failure is not cured within three (3) Business Days of receipt of written notice of such failure to pay; or

(b) any representation or warranty made by Borrower to Lender in connection with this Note shall prove to have been false in any material respect when made; or

(c) (i) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of Borrower in an involuntary case under Title 11 of the United States Code entitled "Bankruptcy" (as now and hereinafter in effect, or any successor thereto, the "Bankruptcy Code") or any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, which decree or order is not stayed; or any other similar relief shall be granted under any applicable federal or state law; or (ii) an involuntary case shall be commenced against Borrower under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Borrower or over all or a substantial part of its property shall have been entered; or the involuntary appointment of an interim receiver, trustee or other custodian of Borrower for all or a substantial part of its property shall have occurred; or a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of Borrower, and, in the case of any event described in this clause (ii), such event shall have continued for thirty (30) days unless dismissed, bonded or discharged; or

(d) an order for relief shall be entered with respect to Borrower, or Borrower shall commence a voluntary case under the Bankruptcy Code or any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or Borrower shall make an assignment for the benefit of creditors; or Borrower shall be unable or fail, or shall admit in writing its inability, to pay its debts as such debts become due.

5. Remedies. Upon the occurrence and during the continuance of any Event of Default Lender may, by written notice to Borrower, declare the principal amount of this Note together with the Interest, if any, to be due and payable, and the principal amount of this Note together with such Interest, if any, shall thereupon immediately become due and payable without presentment, further notice, protest or other requirements of any kind (all of which are hereby expressly waived by Borrower). Upon the occurrence and during the continuance of any Event of Default, interest shall accrue at the rate of twelve percent (12%) per annum (the "Default Rate").

6. Definitions. The following terms used in this Note shall have the following meanings (and any of such terms may, unless the context otherwise requires, be used in the singular or the plural depending on the reference):

"Business Day" means any day other than a Saturday, Sunday or legal holiday under the laws of the State of New York or any other day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

"Event of Default" means any of the events set forth in Section 4.

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"Liens" means a lien, charge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Person" means any individual, partnership, limited liability company, joint venture, firm, corporation, association, bank, trust or other enterprise, whether or not a legal entity, or any government or political subdivision or any agency, department or instrumentality thereof.

"Target Company" means one of approximately fifteen companies primarily engaged in the business of promoting and conducting mixed martial arts or "MMA" events throughout the United States or providing services related to such events.

"Target Company Transactions" means the acquisition by Borrower of the Target Companies that will occur substantially contemporaneously with the consummation of the IPO.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

7. Miscellaneous.

(a) All notices and other communications provided for hereunder shall be in writing (including faxes) and mailed (certified by the US Postal service), telecopied, or delivered as follows: if to Borrower, at its address specified opposite its signature below; and if to Lender, at the address set forth above; or in each case at such other address as shall be designated by Lender or Borrower, with a copy to Borrower's counsel as follows:

Robert Mazzeo
MazzeoSong P.C.
444 Madison Avenue, Fourth Floor
New York, NY 10022

All such notices and communications shall, when mailed (as set forth above), faxed or sent by overnight courier, be effective when deposited in the mails, delivered to the overnight courier, as the case may be, or sent by fax. Electronic mail may be used to distribute routine communications.

(b) No failure or delay on the part of Lender or any other holder of this Note to exercise any right, power or privilege under this Note and no course of dealing between Borrower and Lender shall impair such right, power or privilege or operate as a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies expressly provided in this Note are cumulative to, and not exclusive of, any rights or remedies that Lender would otherwise have. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Lender to any other or further action in any circumstances without notice or demand.

(c) THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF BORROWER AND LENDER HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(d) ALL JUDICIAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS NOTE SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND BY EXECUTION AND DELIVERY OF THIS NOTE BORROWER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS NOTE. Borrower hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to Borrower at its address set forth below its signature hereto, with a copy to Borrower's counsel as set forth above, such service being hereby acknowledged by Borrower to be sufficient for personal jurisdiction in any action against Borrower in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Lender to bring proceedings against Borrower in the courts of any other jurisdiction.

(e) BORROWER AND, BY ITS ACCEPTANCE OF THIS NOTE, LENDER AND ANY SUBSEQUENT HOLDER OF THIS NOTE, HEREBY IRREVOCABLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS NOTE AND THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Borrower and, by their acceptance of this Note, Lender and any subsequent holder of this Note, each (i) acknowledges that this waiver is a material inducement to enter into a business relationship, that the other parties have already relied on this waiver in entering into this relationship, and that each party will continue to rely on this waiver in their related future dealings and (ii) further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS OF THIS NOTE. In the event of litigation, this provision may be filed as a written consent to a trial by the court.

(f) Borrower hereby waives the benefit of any statute or rule of law or judicial decision which would otherwise require that the provisions of this Note be construed or interpreted most strongly against the party responsible for the drafting thereof.

(g) Borrower waives presentment for payment, demand, notice of demand, notice of non-payment or dishonor, protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of payment of this Note.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of July 20, 2016.

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Paul K. Danner, III
CEO

Address for Notices:
Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

SCHEDULE A
TO
AMENDED AND RESTATED
UNSECURED PROMISSORY NOTE

Advance Date	Amount	Amount Repaid or Credited	Through 7/22/16
2/12/15			
2/27/15	$ 62,500.00	$ (5,289.14)	$ 5,250.00
3/15/15	$ 9,210.86		$ 749.49
4/1/15	$ 2,000.00		$ 157.15
4/15/15	$ 12,500.00		$ 953.42
4/20/15	$ 2,000.00		$ 150.90
4/30/15	$ 2,000.00		$ 147.62
5/15/15	$ 14,500.00		$ 1,034.47
6/1/15	$ 2,000.00		$ 137.10
6/15/15	$ 14,500.00		$ 960.58
7/15/15	$ 12,500.00		$ 766.44
7/18/15	$ 18,200.05		$ 1,106.96
7/21/15	$ 10,000.00		$ 603.29
8/15/15	$ 12,500.00		$ 702.74
8/20/15	$ 3,000.00		$ 166.19
9/5/15	$ 3,000.00		$ 158.30
9/15/15	$ 12,500.00		$ 639.04
9/30/15	$ 3,000.00		$ 145.97
10/5/15	$ 3,000.00		$ 143.51
10/15/15	$ 12,500.00		$ 577.40
10/20/15	$ 3,000.00		$ 136.11
11/5/15	$ 3,000.00		$ 128.22
11/15/15	$ 12,500.00		$ 513.70
11/20/15	$ 14,699.00		$ 591.99
11/30/15	$ 50,000.00		$ 1,931.51
12/4/15	$ 3,000.00		$ 113.92
12/14/15	$ 4,000.00		$ 145.32
12/15/15	$ 39,840.00		$ 1,440.79
12/17/15	$ 9,000.00		$ 322.52
12/21/15	$ 3,000.00		$ 105.53
	$ 353,449.91		**$ 19,980.16**
1/1/16	$ 12,701.30		$ 423.84
2/1/16	$ 12,500.00		$ 353.42
3/1/16	$ 97,000.00		$ 2,280.16
3/31/16	$ 25,000.00		$ 464.38
5/13/16	$ 7,000.00		$ 80.55
6/13/16	$ 70,000.00		$ 448.77
7/19/16	$ 50,000.00		$ 24.66
	$ 627,651.21		**$ 24,055.94**
Total P&I	**$ 651,707.15**		

Exhibit 21

Subsidiaries of Registrant

1. GFL Acquisition Co., Inc., a New York corporation.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of Alliance MMA, Inc., which appear in such Registration Statement.

We also hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of CFFC Promotions LLC, which appear in such Registration Statement.

We also hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of Hoosier Fight Club Promotions, LLC, which appear in such Registration Statement.

We also hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of Punch Drunk, Inc., which appear in such Registration Statement.

We also hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of Bang Time Entertainment, LLC, which appear in such Registration Statement.

We also hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of V3, LLC, which appear in such Registration Statement.

We also hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of Go Fight Net, Inc., which appear in such Registration Statement.

We also hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of CageTix LLC, which appear in such Registration Statement.

We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ Friedman LLP

Marlton, New Jersey
August 16, 2016

301 Lippincott Drive, 4th Floor, Marlton, NJ 08053 p 856.830.1600 f 856.396.0022 friedmanllp.com