

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA**

[1] ARENA FOOTBALL ONE, LLC, a)
Louisiana limited liability company,)

Plaintiff,)

v.)

[1] ARENA2 OF ARKANSAS, LLC, an)
Arkansas limited liability company,)

Defendant.)

Case No: 10-CV-118-GKF-TLW

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW, Plaintiff, Arena Football One, LLC (“Plaintiff”) and for its complaint against Arena2 of Arkansas, LLC (“Defendant”) alleges and states as follows:

JURISDICTION AND VENUE

1. Plaintiff is a Louisiana limited liability company, with its principal place of business in Tulsa, Oklahoma.
2. Defendant is an Arkansas limited liability company, with its principal place of business in Little Rock, Arkansas.
3. Complete diversity exists between Plaintiff and Defendant.
4. The amount in controversy in this action exceeds \$75,000.00.
5. The contract which gives rise to Plaintiff’s complaint was executed in Tulsa County, Oklahoma.
6. Jurisdiction and venue are proper in this Court pursuant to 28 U.S.C. § 1332

FIRST CAUSE OF ACTION
(Breach of Contract)

7. Plaintiff incorporates the allegations from above as if fully set forth herein.

8. On or around September 29, 2009, Plaintiff and Defendant entered into a written contract (the "Contract") in Tulsa County, Oklahoma.

9. Pursuant to the terms of the Contract, Defendant owed certain duties and obligations to Plaintiff, including but not limited to the obligation to operate a professional arena football team in Little Rock, Arkansas.

10. Defendant has failed to satisfy its duties and obligations under the Contract, which failure constitutes a breach of said Contract by Defendant.

11. As a result of Defendant's breach, Plaintiff has been damaged in an amount in excess of \$100,000.00.

SECOND CAUSE OF ACTION
(Declaratory relief)

12. Plaintiff incorporates the allegations from above as if fully set forth herein.

13. Pursuant to the Contract between Plaintiff and Defendant, Defendant was required to deliver to Plaintiff an irrevocable letter of credit in the amount of \$200,000.00 to compensate Plaintiff for any failure by Defendant to satisfy its financial obligations under the Contract.

14. On or around October 16, 2009, Defendant provided Plaintiff with a \$100,000.00 letter of credit from One Banc, in Little Rock Arkansas.

15. Plaintiff is listed as the beneficiary of the One Banc letter of credit.

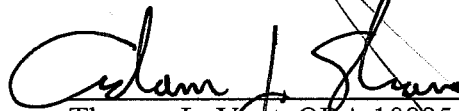
16. Pursuant to 28 U.S.C. § 2201, Plaintiff requests this Court declare that Plaintiff is entitled to receive the \$100,000.00 as beneficiary of the One Banc letter of credit, as compensation for Defendant's breach of the Contract.

WHEREFORE PREMISES CONSIDERED, Plaintiff, Arena Football One, LLC, respectfully requests that this Court enter judgment in its favor and against Defendant on Plaintiff's breach of contract claim, award Plaintiff an amount in excess of \$100,000.00, declare

that Plaintiff is entitled to received the \$100,000.00 guaranteed by the letter of credit, grant Plaintiff its attorney fees and costs and grant any additional relief this Court deems just and equitable.

Respectfully Submitted,

JONES, GOTCHER & BOGAN, P.C.

A handwritten signature in black ink, appearing to read "Adam J. Strange", is written over a horizontal line. The signature is stylized and cursive.

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