

CAUSE NO. D-1-GN-21-003502

PROTEK CAPITAL, INC. &
EDWARD VAKSER, Individually
Plaintiffs,

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IN THE DISTRICT COURT

VS.

BARRY MEZEY, MEZEY
HOLDINGS, DBA, SUPERSTAR
MANAGEMENT GROUP, INC., &
TEXAS SECRETARY OF STATE,
Defendants.

TRAVIS COUNTY, TEXAS

419TH JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME Protek Capital, Inc. and Edward Vakser, Individually, Plaintiffs in the above styled and numbered cause, and file this Original Petition for which Plaintiffs would show the Court the following:

I. DISCOVERY

1. Discovery is intended to be conducted under Discovery Control Plan Level 2 per the Texas Rules of Civil Procedure.

II. PARTIES & SERVICE

2. Protek Capital, Inc. ("Protek") is a corporation authorized to do business and doing business in the state of Texas.

3. Edward Vakser ("Vakser") is an individual who is a resident of Collin County, Texas.

4. Defendant, Barry Mezey, ("Mezey") is an individual who is a resident of Miami-Dade County, Florida and who resides at 6740 SW 99th Terrace, Pinecrest, Florida 33156, where service of process may be had upon him.

5. Defendant, Mezey Holdings, DBA ("Mezey Holdings") is an inactive corporation

organized under the laws of the state of Florida and service of process may be had on it by serving its registered agent for service, Barry Mezey, at 6740 SW 99th Terrace, Pinecrest, Florida 33156.

6. Defendant, Superstar Management Group, Inc, ("Superstar") is an inactive corporation organized under the laws of the state of Florida and service of process may be had on it by serving its registered agent for service, Barry Mezey, at 6740 SW 99th Terrace, Pinecrest, Florida 33156.

7. Defendant, Texas Secretary of State, may be served with process by Certified U.S. Mail, return receipt requested at Texas Secretary of State, P.O. Box 12079, Austin, Texas 78711-2079.

III. JURISDICTION AND VENUE

8. The Court has jurisdiction over this action pursuant to Section 37.001 *et seq.* of the Texas Civil Practice and Remedies Code.

9. Venue is proper in Travis County, Texas pursuant to Section 15.002 (a)(2) of the Texas Civil Practice and Remedies Code.

IV. BACKGROUND FACTS

10. Plaintiff, Protek Capital, Inc. is a corporation authorized to do business in Texas and doing business in Collin County, Texas. Plaintiff, Edward Vakser, is the chief executive office of Protek and resides in Collin County, Texas.

11. Defendant, Barry Mezey, is an individual who resides in the state of Florida and, to Plaintiffs' knowledge, is the sole shareholder and owner of Mezey Holdings, DBA and Superstar Management Group, Inc., the other two defendants in this suit.

12. In 2013, the parties entered into discussions with the intent that they might ultimately reach agreement to enter into a contract to establish a business relationship. A Confidentiality/Non-

Disclosure & Non-Circumvent Agreement (“NDA”) and a Letter of Intent (“LOI”) (see Exhibits A & B attached hereto) were prepared for and executed by the parties to facilitate further discussions and negotiations that might lead to an agreement that would be memorialized in the form of a written contract. The NDA was binding on the parties only to the extent that it precluded either party from disclosing to a third-party confidential information of the other party obtained in the course of negotiations. Nothing in the LOI constituted a binding agreement between the parties to do other than engage in exclusive negotiations that could lead to a formal agreement. In fact, the letter of intent specifically set out provisions for its termination in paragraph 5 of the letter set out below:

“5. Termination. This Letter of Intent will expire in fourteen (14) days from the date of execution unless extended at any time by mutual consent of the parties. Upon such termination, this Letter of Intent shall have no force and effect other than under paragraph 2 (Confidentiality).”

13. There are no other written documents memorializing any other agreements between the parties in this case. Subsequently, negotiations between the parties broke down and failed to result in an agreement. The LOI expired under its own provisions set out above not later than March 7, 2013, which date was fourteen (14) days after the LOI was signed by Edward Vakser.

14. Since 2013, Defendant Mezey has engaged in activities designed to slander and libel both Edward Vakser, individually and Protek Capital, Inc. He has made frivolous claims that there was an enforceable contract between his companies and Plaintiffs. He has repeatedly made baseless accusations that Plaintiffs “defaulted and breached upon a purchase agreement with non-payment to date upon oral and signed agreements (sic)...”. He has made threats of physical violence against Plaintiff Vakser and regularly made false accusations against Plaintiffs Protek Capital, Inc. and Edward Vakser. These allegations, accusations and threats are completely without merit and have been made fraudulently by the Defendant Mezey, both individually and on behalf of the other

Defendant business entities.

15. On May 28, 2021, some eight (8) years after the failed negotiations referenced above, Mezey caused to be filed with the Texas Secretary of State's Office a UCC-1 Financing Statement that seeks to assert claims against the assets of both Protek Capital, Inc. and Edward Vakser. This filing alleges that Defendants, Barry Mezey, Mezey Holdings, DBA, and Superstar Management Group, Inc. have a security interest in the assets of both plaintiffs (see Exhibit C attached hereto). Paragraph 4 of the UCC-1 intended to list the specific collateral covered by the UCC-1 appears to be nothing more than a rambling list of allegations and grievances Defendant Mezey has against Protek and Vakser. This claim is fraudulent, baseless and totally without merit.

16. On May 28, 2021, the Texas Secretary of State's Office accepted the filing of the above UCC-1 Financing Statement and assigned it Filing Number: 21-0022186911 and Document Number: 1054969580002, The UCC-1 Financing Statement is posted on the Secretary of State's public website for anyone in the public to access.

V. CAUSES OF ACTION

Fraud

17. At the time this UCC-1 Financial Statement was filed by Defendant Mezey, he knew that the claim was false and totally without merit. Nevertheless, Mezey, individually and on behalf of the other two Defendant entities, filed the UCC-1, imposing a fraudulent lien on assets of the Plaintiffs. His deliberate and malicious actions constituted fraud resulting in damages to Plaintiffs in an amount within the jurisdictional limits of this Court, the amount of which to be determined by the trier of fact for which they hereby sue.

Defamation

18. Defendant Mezey, individually and on behalf of the other two Defendant entities, has

made and continues to make false and defamatory statements about Plaintiffs in communications made by e-mail or social media. Mezey has done so deliberately and with malice toward Plaintiffs and these acts of libel and slander by Defendants constitute the tort of defamation. Defendants' defamation of Plaintiffs directly and proximately caused and continue to cause Plaintiffs' pecuniary injury and damages for which they now sue.

Statute of Limitations

19. Even assuming that there was a scintilla of truth or merit to the claims and allegations of the Defendants, which is specifically denied, any cause of action that accrued as the result of acts or omissions by the Plaintiffs in 2013 has been long barred by the statute of limitations and is further proof that Defendants claims are baseless and totally without merit.

VI. ACTUAL DAMAGES

20. As a direct and proximate result of the fraudulent UCC-1 filing and defamation committed by Defendants, Plaintiffs have suffered actual damages in an excess of the minimal jurisdictional limits of the Court, in an amount yet to be determined, for which Plaintiffs now sue.

VII. EXEMPLARY DAMAGES

21. The fraudulent filing of the UCC-1 Financial Statement and the defamatory statements about Plaintiffs made by Defendants are false and Defendant's action are malicious and fraudulent. The allegations that were made in the filing of the UCC-1 Financial Statement and the social media communications made by Defendants are false and have all been made with the specific intent to cause substantial damage or injury to Plaintiffs. They have, in fact, caused grave injury and harm to Plaintiffs and Plaintiffs are entitled to recovery exemplary damages in the amount to be determined by the trier of fact for which they now sue.

VIII. REQUEST FOR DECLARATORY JUDGMENT AND EQUITABLE RELIEF

22. Plaintiffs incorporates paragraphs 1-21 as though fully set out herein.

23. Pursuant to Section 37.001 *et seq.* of the Texas Civil Practice and Remedies Code, Plaintiffs request that the Court enter a declaratory judgment that the UCC-1 Financial Statement filed by Defendants with the Texas Secretary of State is fraudulent and order that the Texas Secretary of State remove any and all references to the said fraudulent filing from its website and records.

IX. ATTORNEY'S FEES

24. Pursuant to Section 37.009 of the Texas Civil Practice and Remedies Code, request is hereby made for the payment to Plaintiffs by Defendants of all reasonable and necessary attorney's fee and costs incurred by Plaintiffs herein, including all fees and costs necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that, upon final hearing in this case, the Court enter declaratory judgment and orders requested and enter judgment in favor of Plaintiffs for their actual damages, exemplary damages, attorney's fees, costs of court and for such other and further relief to which the Court deems Plaintiffs justly entitled.

Respectfully submitted,

LAW OFFICES OF DANIEL P. GARRIGAN
3811 Turtle Creek Blvd., Suite 175
DALLAS, TX 75219
Tel: (214) 219-1000
Fax: (214) 219-1003

By: /s/ Daniel P. Garrigan

Daniel P. Garrigan
State Bar No. 07703500
Michael Theodore Smith
State Bar No. 24117985
dgarrigan@garriganlaw.com
Attorney for Plaintiffs

**CONFIDENTIALITY/NON-DISCLOSURE &
NON-CIRCUMVENT AGREEMENT**

THIS CONFIDENTIALITY/NON-DISCLOSURE & NON-CIRCUMVENT AGREEMENT (the "Agreement") is made and entered into the 7th day of February, 2013 (the "Commencement Date") between PBS Holding Inc., Edward Vakser, CEO, and Superstar Management Group, Inc., Barry Mezey, CEO.

BACKGROUND

The undersigned Parties agree to enter into this Agreement for the purposes of exchanging confidential information as it relates to exploring possible business enterprises and transaction(s) (the "Transaction").

The undersigned Parties, and this Agreement shall obligate the undersigned Parties and their companies, subsidiaries, associated principals, and business partners, nominees, representatives, personnel, successors and assigns, either collectively or individually, hereinafter referred to as the "Parties".

WHEREAS: The Parties jointly, severally, mutually and reciprocally wish to enter into this Agreement;

The Parties are respectively the owners of Confidential Information which they have disclosed and agreed to further disclose to each other. The Parties desire that any Confidential Information disclosed, and any third party(s) revealed, referred or introduced, by one Party to the other, shall not be used to circumvent the disclosing Party, and shall not be disseminated to any third party to enable them to circumvent the disclosing Party.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual covenants, respective undertakings, warranties, obligations and representations set forth herein, the Parties intending to be legally bound hereby, agree as follows:

DEFINITIONS

'Confidential Information' shall mean any information that is non-public, proprietary in nature, marked as or is manifestly confidential, and disclosed before or after the date of this Agreement, in writing, verbally, or otherwise in whatever form or medium, whether directly or indirectly by the disclosing Party to the receiving Party. Such information shall include, but not be limited to, business operations, plans, financial information, any third party information subject to the confidentiality and good faith provisions as active business people agree to act and conduct themselves in good faith and fair dealing with one another.

CONFIDENTIALITY

For the purposes of this Agreement any information disclosed by one Party to the other in connection with this Agreement, shall be deemed as Confidential Information of the disclosing Party unless otherwise expressly permitted in writing by the disclosing Party.

Each Party undertakes to exercising no lesser security measures and degree of care than those, which it applies to its own Confidential Information.

The receiving Party undertakes to use the Confidential Information solely for the purposes related to, and its obligations under this Agreement and shall not disclose, copy, reproduce, tamper, alter or distribute by any means whatsoever, Confidential Information to any third party, and to use all reasonable efforts to prevent any such disclosure, except: with the prior written consent of disclosing Party; in confidence to its personnel, professional advisors, consultants and authorized representatives who are obliged by their contracts of employment or service not to disclose the same, and only to the extent that disclosure is necessary for the purposes related to this Agreement; where disclosure is required by law, by a court of competent jurisdiction, or by another appropriate regulatory body, provided that all reasonable steps to prevent such disclosure will be taken, the disclosure will be of the minimum amount required, and the



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receiving Party consults the disclosing Party first on the proposed form, timing, nature and purpose of the disclosure.

The obligations shall not apply to Confidential Information: to the extent it is or becomes generally available to the public other than through a breach of this Agreement; or which the receiving Party can show by its records was in its lawful possession prior to receipt from the disclosing Party; or which subsequently comes into the possession of the receiving Party from a third party who does not owe the disclosing Party an obligation of confidence in relation to it; and which the receiving Party independently developed without reference to the disclosing Party's Confidential Information.

No right or license is granted to the disclosing Party's Confidential Information except as expressly set out in this Agreement and the disclosing Party shall retain all rights, title and interest to its Confidential Information.

Neither Party accepts responsibility for or makes a representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information (including the non-infringement of any patent, copyright, intellectual property rights or other right of a third party). Neither Party is liable to the other Party or any third party in respect of the Confidential Information or its use. This Clause will not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

NON-CIRCUMVENTION

Each Party irrevocably agrees, undertakes and guarantees, for the term of this Agreement and for five (5) years thereafter, that it will not directly, indirectly, by the use of or by the dissemination of any Confidential Information disclosed to it, via any or enable any third party, in any manner or by any means whatsoever: circumvent or attempt to circumvent, interfere with, avoid, by-pass, or obviate the other Party's interest, or the interest or relationship between the Parties or this Agreement, and the agreed to provisions thereof.

In the event of circumvention of this Agreement by either Party, directly or indirectly, the circumvented Party shall be entitled to a legal financial penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.

COMMISSION, FEE AND REMUNERATION

All Commissions, Fees, Remunerations, or Compensation to be paid as part of a business activity, transaction, sale, arrangement, agreement, consideration or other covering the Parties to this Agreement, shall be agreed upon in advance, and by a separate written agreement, by the Parties concerned and shall be paid at the time such contracts designated, concluded or monies exchanged between buyers, sellers, investors, lenders, or any other third party, unless otherwise agreed between the Parties. The Parties hereby agree and guarantee to honor all such commissions, fees, or remuneration arrangements made as part of a transaction, even in the event that the Party is not an integral member to a specific transaction or to a specific commission, fee, or remuneration agreement.

Each Party hereby irrevocably agrees, undertakes and guarantees to disclose fully all details of any business activities, transactions, and arrangements or agreements for commissions, fees, compensation, or remunerations to be paid or considerations between the Parties.

TERM AND TERMINATION

The term of this Agreement shall be in full force and effect upon its execution and shall remain in force for a minimum period of five (5) years from the Commencement Date.

GENERAL PROVISIONS

This Agreement supersedes all prior discussion, negotiations, representations, and agreements, whether written or oral, and constitutes the entire Agreement between the Parties relating to the subject matters

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**CONFIDENTIALITY/NON-DISCLOSURE &
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covered herein, and shall not be varied, amended or modified except by written instrument duly signed by both Parties. This Agreement may be referenced from time to time or as required in any Confidential Information, communications, documents, agreements, activities, dealings, or transactions.

Any failure or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of that or of other rights or remedies.

A right, power, remedy, entitlement or privilege given or granted to a Party under this Agreement is cumulative with, without prejudice to and not exclusive of any other right, power, remedy, entitlement or privilege granted or given under this Agreement or by Law and may be exercised concurrently or separately.

It is acknowledged that damages would not be an adequate remedy for a breach of this Agreement and each Party is entitled to the remedy of injunction, specific performance and other equitable relief for a threatened or actual breach of this Agreement. Any claim for losses under this Agreement shall be restricted to direct loss only and shall not extend to indirect, special, incidental, exemplary, or punitive damages or for any consequential damages (including lost profits, revenue and anticipated savings) even if the Party has been advised of the possibility of such damages in advance.

If any provision of this Agreement would at any time be in conflict with any law or regulation compulsorily applicable to this Agreement, the Parties shall amend such provision, so that the intent of this Agreement may be carried out to the extent legally possible.

Neither Party shall assign, transfer, and purport to assign or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Those clauses that by their nature need to survive, shall survive completion, expiry, cancellation or termination of this Agreement.

The Parties shall, and shall procure that their respective affiliates, officers, directors, associated principals, successors, and personnel shall, do all things reasonably necessary, including executing any additional documents and instruments, to give full effect to the terms of this Agreement and to otherwise fulfill the provisions of this Agreement in accordance with its terms.

This Agreement shall govern all communications, whether electronic, written, oral, or other medium between the Parties during the term of this Agreement. This Agreement may be executed in two counterparts, both of which when executed and delivered is an original and both of which taken together shall constitute one single agreement between the Parties.

NOTICES

Any notice or other communication to be given under or in connection with this Agreement shall be in writing, in English, and signed by or on behalf of the Party giving it and may be served by sending it electronically, by fax, delivering it by hand or sending it by first class post to the address and for the attention of the receiving Party at its address set out in this Agreement. Any notice so served shall be deemed to have been received.

GOVERNING LAW, ARBITRATION AND JURISDICTION

The construction, validity and performance of this Agreement and any controversy or claims arising out of or relating to this document/contract, or the breach thereof, and which is not settled between the named signatories themselves, shall be settled by arbitration under the Rules of Arbitration in Dallas, Texas. The arbitration judgment upon the award rendered will be final and may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, thereof, including the award to the aggrieved Party(ties), their heirs, assignees, and/or designees, such awards being related to the total remuneration as result of business conducted with the Parties covered by this and any other Agreements between the Parties, as the case may be. The prevailing

**CONFIDENTIALITY/NON-DISCLOSURE &
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Party in such arbitration shall be entitled to recover all reasonable legal fees and costs and other charges and damages deemed fair by the arbitrator(s).

ACCEPTANCE

IN WITNESS WHEREOF, the Parties have entered into and executed this Agreement on the date first above written. All copies of this Agreement received by the way of Post, Facsimile or Email are considered original, legal and binding, and enforceable and admissible for all purposes as may be necessary under the terms of this Agreement. Each representative signing below avows that they are duly empowered by their respectively named Party, Organization or Company to bind it to the commitments and obligations contained herein this Agreement.

Duly authorized and signed for and on behalf of:

PBS HOLDING INC.

SUPERSTAR MANAGEMENT GROUP, INC.

Edward Vakser

Barry Mezey

Edward Vakser, CEO

Barry Mezey, CEO

1322 Roundtable Dr
Dallas, TX 75007

6740 SW 99 Terrace
Miami, Florida 33156

Phone: 214-418-6940
Email: ev24903@gmail.com

Phone: 786-314-9493
Email: barrymezey@yahoo.com

LETTER OF INTENT

February 1st, 2013

This Letter of Intent ("Letter of Intent") shall confirm our mutual intentions to engage in exclusive negotiations leading to a formal agreement (the "Agreement") by which Pro Tek Capital, Inc. a Nevada Corporation ("PRPM") will acquire one hundred percent interest of private equity shares in Superstar Management Group, Inc. ("SMG"), with its principal place of business at 6740 SW 99th Terrace, Miami, FL 33156.

While we anticipate that all of the terms and conditions will be fully set forth in the Agreement, we understand our current mutual intentions to be as follows:

1. Negotiation of Definitive Agreement. We shall proceed in good faith to engage in negotiations in an attempt to agree upon and execute the Agreement encompassing the salient points of this Letter of Intent.

- 1.1 Points of Negotiation.

- i. Purchase Price. The purchase price for acquiring controlling interest in SMG will be in the amount of \$350,000.00 US Dollars. In order to transfer a controlling interest to PRPM, the parties agree the following steps will take place:
 - a) PRPM shall issue to Mr. Mezey a promissory note to pay Mr. Mezey \$350,000 US Dollars in cash at the date of executing the definitive acquisition agreement. The \$350,000 will be paid in installments on a monthly basis over a period not to be longer than or exceed three years or thirty-six consecutive months in duration. Each payment shall be made no later than the first day of each month and shall be executed immediately upon the signing of the definitive agreement. The monthly payment amounts shall be in the amount of \$9,722.22 United States Dollars each month for thirty-six consecutive months. In case of default or late payments by PRPM on any monies owed to Mr. Mezey SMG shall remain a fully owned company by Mr. Mezey under any and all circumstances. Mr. Mezey shall be entitled to keep any and all said monies paid by PRPM as legal damages for such acquisition default.
 - b) SMG will operate as a wholly owned subsidiary of PRPM.
 - c) Upon signing of the definitive agreement, Barry Mezey will not operate a separate sports and entertainment management company outside of Superstar Management Group, Inc.
 - d) PRPM will fund the operations of SMG of at least \$20,000 per month in capital for up to twelve months or until the point where SMG can operate off of the grossing revenue the Company generates.
 - e) SMG agrees that one of the management personnel of PRPM will be a co-signer on all of SMG's business accounts. SMG also agrees that one of the management of PRPM will co-sign all legal documents that pertain to SMG.
 - f) SMG agrees to switch from an "S" Corporation to a "C" Corporation.
 - g) Separate employment agreements will be drawn up with all SMG Staff associates including CEO Mr. Barry Mezey to be negotiated with separate



salaries and health, vision and dental insurance policies with a reputable top POS provider immediately following the signing of the definitive agreement.

- h) Pro Tek Capital agrees to cover all necessary SMG client sponsorship expenses needed for SMG client's to become successful as per requested in the amounts by SMG CEO Barry Mezey
 - i) Pro Tek Capital agrees to cover costs for SMG's reality television series in the amount of \$80,000 USD for the first season of production.
 - ii. Company Structure. Upon execution of the definitive Agreement, SMG shall become a wholly owned subsidiary of PRPM (the public Co.). All assets and liabilities of SMG shall be transferred to PRPM. (Parent Company). However, there shall be language contained within the Agreement and Note, which will provide an "unwinding" of the acquisition during the first year based upon the written request of either party.
 - iii. Executive Positions and Board of Directors. Barry Mezey shall retain a management position and remain the CEO of Superstar Management Group, Inc. indefinitely and cannot be legally terminated by the company unless convicted of a felony crime in nature. SMG shall be a (wholly-owned subsidiary) of pro tek capital, inc.
2. Confidentiality: Public Announcements. Each party shall maintain the confidentiality of and shall not disclose any of the information related to the other party, or its representatives or affiliates, except to the extent required by law (provided that any party so required shall provide the other party with the contents of such disclosure as soon as reasonably practicable prior to making such disclosure), for and until such time as the company owning the confidential material discloses such in a public manner. It is understood that all press releases or other public communications of any sort relating to this Letter of Intent or the transactions contemplated herein, including the method of release for publication thereof, shall be subject to the written approval of each of the parties hereto; provided, however, that the parties shall be entitled to make such disclosures as may be required pursuant to applicable law or the lawful requirements of any governmental agency or by order of a court of competent jurisdiction.
3. Exclusivity Period. The parties agree that they shall not negotiate with any other third parties (other than affiliates thereof) with respect to the issues contained herein for a period of fourteen (14) days from and after the execution of this Letter of Intent.
4. Effect of this Letter of Intent. This Letter of Intent is intended merely as a guide in the negotiations and preparation of the Agreement on terms and conditions satisfactory to the parties hereto, and nothing contained herein shall be construed to preclude other provisions from being included in the Agreement, provided that such other provisions are consistent with the content of this Letter of Intent and otherwise satisfactory to the parties hereto.
5. Termination. This Letter of Intent will expire in fourteen (14) days from the date of execution unless extended at any time by mutual consent of the parties. Upon such termination, this Letter of Intent shall have no force and effect other than under Paragraph 2 (Confidentiality).

Please acknowledge that this Letter of Intent correctly sets forth our intentions at this point by countersigning the enclosed duplicate original of this Letter of Intent in the space provided below and returning one fully executed original to Mr. Vakser at the address below.



Edward Vakser
Pro Tek Capital, Inc.
55 Southeast 2nd Avenue
Del Ray Beach,
E-Mail: ed.vakser@gmail.com
Phone: (214) 418-6940

Barry Mezey
Superstar Management Group, Inc.
6740 SW 99th Terrace, Miami, FL 33156
E-mail: barrymezey@yahoo.com
Phone: (786) 314-9493

Sincerely,



Edward Vakser, CEO
Pro Tek Capital, Inc.

2/21/13
Date

Agreed and Accepted:



Barry Mezey, CEO
Superstar Management Group, Inc.

2/1/2013
Date



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Barry Paul Mezey 7862348980
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Barry Paul Mezey 6740 SW 99th Ter. Pinecrest, FL 33156-33156 USA

FILING NUMBER: 21-0022186911

FILING DATE: 05/28/2021 04:05 PM

DOCUMENT NUMBER: 1054969580002

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME PROTEK CAPITAL, INC.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 2504 Northcrest Dr.		CITY Plano	STATE TX	POSTAL CODE 75075
				COUNTRY USA

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
Vakser	Edward			
2c. MAILING ADDRESS 2504 Northcrest Dr.		CITY Plano	STATE TX	POSTAL CODE 75075
				COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
Mezey	Barry			
3c. MAILING ADDRESS 6740 SW 99th Ter.		CITY Pinecrest	STATE FL	POSTAL CODE 33156-3240
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
Protek Capital, Inc. and its CEO Mr. Edward Vakser each defaulted and breached upon a purchase agreement with non-payment to date upon oral and signed agreements in: signed letters of intent, non disclosure agreements, legally binding securitized email agreements, legally binding acquisition statements in public press releases as a publicly traded corporation, stock symbol (PRPM) and committed fraud on 2/22/2013. Examples of the promised securities and collateral can be found at the Florida UCC website under filing # 202106442648 to be added this Texas UCC1 Filing by the secured parties interest in Mr. Barry Mezey and his company Superstar Management Group, Inc. approved by a State of Florida UCC1 Filing under (article 9) by the secretary of state. Mr. Vakser previously had offices or still does have possible offices in Delray Beach, Florida in a mail drop box. At the time of these mutual agreements Mr. Vakser had offices in Delray Beach, Florida in a mail drop box. I am asking that the state of Texas to please adhere to the State of Florida's already established UCC1 Filing under article 9 (sales) Florida UCC1 Filing # 202106442648. Debtor Edward Vakser and his corporation Protek Capital, Inc. which has offices in Plano, Texas as well as Cheyenne, Wyoming which are both listed in official financial statements filed with the OTC Markets and FINRA as principal places of business. Mr. Vakser and Protek Capital, Inc. promised Mr. Mezey and his company a stock and cash combination of \$20,000,000.00 to finance Mr. Mezey company as well as his and

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☒ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box.

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☒ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Google: Superstar Management Group, Inc. Protek Capital Acquisition



UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
PROTEK CAPITAL, INC.
 OR
 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME
 OR

10b. INDIVIDUAL'S SURNAME

Vakser

INDIVIDUAL'S FIRST PERSONAL NAME

Edward

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

1712 PIONEER AVE #201

CITY

CHEYENNE

STATE

WY

POSTAL CODE

82001

COUNTRY

USA

11. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

Mezey Holdings, DBA.

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

6740 SW 99th Ter.

CITY

Pinecrest

STATE

FL

POSTAL CODE

33156-3240

COUNTRY

USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

his client's endeavors in business and then intentionally defaulted upon that agreement after Mr. Vakser was able to try and pump his OTC Markets penny stock (PRPM) through press releases which failed to pump the stock price allegedly. Protek Capital, Inc. even issued a press release all over the media and filed said press release with the OTC Markets announcing the acquisition of Mezey's company Superstar Management Group, Inc. on 2/22/2013. See optional filer reference data in a google search to see the facts of the acquisition. Mr. Mezey's company was never renounced by Mr. Vakser as a non-protek capital, inc. acquired business entity. Mr. Mezey's reputation and credit suffered tremendously due to the fraud and breach of contract by Protek Capital, Inc. and

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

9: NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR

PROTEK CAPITAL, INC.

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (10a or 10b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

10a. ORGANIZATION'S NAME

PROTEK CAPITAL, INC.

OR

10b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

1712 PIONEER AVE #201

CITY

CHEYENNE

STATE

WY

POSTAL CODE

82001

COUNTRY

USA

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

9: NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME - Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

Superstar Management Group, Inc.

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

6740 SW 99th Ter.

CITY

Pinecrest

STATE

FL

POSTAL CODE

33156-3240

COUNTRY

USA

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME - Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

Mezey

Barry

11c. MAILING ADDRESS

6740 SW 99th Ter.

CITY

Pinecrest

STATE

FL

POSTAL CODE

33156-3240

COUNTRY

USA

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

9: NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR

PROTEK CAPITAL, INC.

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

4. This FINANCING STATEMENT covers the following collateral:

it's CEO Mr. Edward Vakser. Mezey is seeking his full promised \$20,000,000.00 USD in full in this UCC1 filing under Texas UCC1 code article 9 (Sales.) Mr. Mezey will submit documents separately substantiating his claim further if required as I cannot submit a collateral file and a financing statement together under the Texas UCC website standards. However, all you need to do is Google the optional filer reference data to see the facts and that the agreement took place.

FILING OFFICE COPY



Office of the Secretary of State

Barry Paul Mezey

6740 SW 99th Ter.
Pinecrest, FL 33156 - 33156

May 28, 2021

Page 1 of 2

Filing Fee: \$5.00

Total Filing Fee: \$5.00

Re: Texas UCC Initial Filing Acknowledgment

The Texas Secretary of State's Office has received and filed your document. The information below reflects the data that was indexed into our system.

Initial Filing Type: **Financing Statement**

Initial Filing Number: **21-0022186911**

Filing Date: **05/28/2021**

Filing Time: **4:05 p.m.**

Lapse Date: **05/28/2026**

Document Number: **1054969580002**

<u>Party Type</u>	<u>Party Name and Address</u>
Debtor	PROTEK CAPITAL, INC. 2504 NORTHCREST DR., PLANO, TX, USA, 75075
Debtor	VAKSER EDWARD 2504 NORTHCREST DR., PLANO, TX, USA, 75075
Secured Party	MEZEY BARRY 6740 SW 99TH TER., PINECREST, FL, USA, 33156-3240
Secured Party	MEZEY HOLDINGS, DBA. 6740 SW 99TH TER., PINECREST, FL, USA, 33156-3240
Secured Party	SUPERSTAR MANAGEMENT GROUP, INC.

6740 SW 99TH TER., PINECREST, FL, USA, 33156-3240

Debtor **VAKSER EDWARD**

1712 PIONEER AVE #201, CHEYENNE, WY, USA, 82001

Debtor **PROTEK CAPITAL, INC.**

1712 PIONEER AVE #201, CHEYENNE, WY, USA, 82001

Please feel free to contact us at 512-475-2703 if you have any questions regarding the above information.

User ID: WEBSUBSCRIBER

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Daniel Garrigan
Bar No. 07703500
dgarrigan@garriganlaw.com
Envelope ID: 55742540
Status as of 7/28/2021 10:09 AM CST

Associated Case Party: Protek Capital, Inc.

Name	BarNumber	Email	TimestampSubmitted	Status
Daniel Garrigan		dgarrigan@garriganlaw.com	7/27/2021 2:17:30 PM	SENT

Associated Case Party: Edward Vakser

Name	BarNumber	Email	TimestampSubmitted	Status
Daniel Garrigan		dgarrigan@garriganlaw.com	7/27/2021 2:17:30 PM	SENT