

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): August 29, 2023

Loop Media, Inc.

(Exact Name of Registrant as Specified in Charter)

Nevada (State or Other Jurisdiction of Incorporation)	001-41508 (Commission File Number)	47-3975872 (IRS Employer Identification No.)
2600 West Olive Avenue, Suite 54470 Burbank, CA (Address of Principal Executive Offices)		91505 (Zip Code)

Registrant's telephone number, including area code: **(213) 436-2100**

N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.0001 par value per share	LPTV	The NYSE American, LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

Amendment Letter Agreement

As previously announced, effective May 31, 2023, Loop Media, Inc. (the "Company") entered into a Secured Non-Revolving Line of Credit Loan Agreement with Excel Family Partners, LLLP ("Excel"), an entity managed by Bruce Cassidy, chairman of the Company's board of directors (the "Excel Secured Line of Credit Agreement"), for principal amount of up to \$2,200,000 (the "Excel Secured Line of Credit"), evidenced by a Secured Non-Revolving Line of Credit Promissory Note, also effective as of May 31, 2023 (the "Excel Note"). The Excel Secured Line of Credit matured ninety (90) days from the date of the Excel Secured Line of Credit Agreement, or August 29, 2023, and accrues interest, payable semi-annually in arrears, at a fixed rate of interest equal to ten and one-half percent (10.5%) per year.

Effective as of August 29, 2023, the Company entered into a letter agreement (the "Amendment Letter Agreement") with Excel to amend the Excel Secured Line of Credit Agreement and the Excel Note to extend the maturity date of the Excel Secured Line of Credit from ninety (90) days to one hundred twenty (120) days from the date of the Excel Secured Line of Credit Agreement, or September 28, 2023.

The description of the Amendment Letter Agreement is a summary and is qualified in its entirety by reference to the full text of the Amendment Letter Agreement, which is incorporated by reference herein. A copy of the Amendment Letter Agreement is included herein as Exhibit 10.1.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information in Item 1.01 with respect to the Amendment Letter Agreement is incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Amendment Letter Agreement, effective as of August 29, 2023, by and between the Company and Excel Family Partners, LLLP.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LOOP MEDIA, INC.

Dated: September 5, 2023

By: /s/ Jon Niermann
Name: Jon Niermann
Title: Chief Executive Officer

August 29, 2023

Loop Media, Inc.
2600 West Olive Ave., Suite 5470
Burbank, CA. 91505
ATTN: Jon Niermann, Chief Executive Officer
EMAIL: jon@loop.tv

RE: Extension of Maturity Date of that certain \$2,200,000 Secured Non-Revolving Line of Credit Loan Agreement dated as of May 31, 2023 (the "Agreement") by and between Loop Media, Inc. (the "Borrower") and Excel Family Partners, LLLP (the "Lender"), and that certain \$2,200,000 Secured Non-Revolving Line of Credit Promissory Note dated as of May 31, 2023 (the "Note"), issued by the Borrower to the Lender. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

Dear Jon,

For good and valuable consideration, the sufficiency of which is hereby acknowledged, this letter (the "**Amendment Letter Agreement**"), effective as of August 29, 2023 (the "**Amendment Effective Date**"), serves as an agreement by the Lender to hereby extend the Maturity Date of each of the Agreement and the Note by thirty (30) days to September 28, 2023.

Therefore:

1. Extension of Maturity Date in the Agreement:

Section I. "Definitions and Interpretation – 1.1 Terms Defined – '*Line of Credit Maturity Date*'" of the Agreement is hereby removed and replaced in its entirety by the following:

"Line of Credit Maturity Date – One hundred twenty (120) days from the Effective Date"

2. Extension of Maturity Date in the Note.

The definition of "Maturity Date" in the Note is hereby removed and replaced in its entirety by the following:

"For purposes of this Note, the maturity date shall be one hundred twenty (120) days from the date of this Note (the '**Maturity Date**')."

This Amendment Letter Agreement, together with each of the Agreement and the Note, constitute the full and entire understanding and agreement between the Lender and the Borrower with regard to the subject matter therein and herein. Except as amended by this Amendment Letter Agreement, the Agreement and the Note shall remain unchanged and in full force and effect, and this Amendment Letter Agreement shall be governed by and subject to the terms of each of the Agreement and the Note, as applicable and as amended hereby. In the event of any inconsistency between this Amendment Letter Agreement, the Agreement and the Note, the provisions of this Amendment Letter Agreement will control.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY AFTER THIS PAGE]

Agreed as of the Effective Date:

LENDER:

EXCEL FAMILY PARTNERS, LLLP

By: Fortress Holdings, LLC, its General Partner

By: /s/ Bruce A. Cassidy, Sr.

Name: Bruce A. Cassidy, Sr.

Title: Manager

Address: Excel Family Partners, LLLP
103 Plaza Drive, Suite B
St. Clairsville, Ohio 43950

Email: [OMITTED]

Acknowledged and approved as of the Effective Date:

BORROWER:

LOOP MEDIA, INC., a Nevada corporation

By: /s/ Jon Niermann

Name: Jon Niermann

Title: Chief Executive Officer

{Signature Page to Amendment Letter Agreement}