
**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): September 12, 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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
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.

Note Conversion Agreement

As previously disclosed, on April 25, 2022, Loop Media, Inc. (the “**Company**”) entered into a Non-Revolver Line of Credit Loan Agreement (the “**2022 Loan Agreement**”) with Excel Family Partners, LLLP (the “**Holder**” or “**Excel**”), an entity managed by Bruce Cassidy, chairman of the Company’s board of directors (the “**Board**”), for principal amount of up to \$4,022,986. As of September 12, 2023, \$4,444,060 of principal and interest were outstanding (the “**2022 Loan Amount**”). On September 12, 2023, the Company and the Holder entered into a Note Conversion Agreement (the “**Note Conversion Agreement**”), pursuant to which the Holder agreed to convert the 2022 Loan Amount owed under the 2022 Loan Agreement into 6,005,487 shares (the “**Shares**”) of the Company’s common stock, par value \$0.0001 per share (the “**Common Stock**”), at a conversion price per share of \$0.74. The closing price of the Common Stock on the NYSE American on September 11, 2023 was \$0.535 per share. After the conversion of the 2022 Loan Amount and the issuance of the Shares, there was no principal or interest remaining under the 2022 Loan Agreement. The Note Conversion Agreement contains customary representations, warranties, agreements and obligations of the parties.

Pay Off Agreement

As previously disclosed, effective as of May 10, 2023, the Company entered into a Secured Non-Revolver Line of Credit Loan Agreement (the “**2023 Secured Loan Agreement**”) with several individuals and institutional lenders (each individually a “**Lender**” and collectively, the “**Lenders**”) for aggregate loans of up to \$4.0 million (the “**2023 Secured Loan**”). The 2023 Secured Loan matures twenty-four (24) months from the date of the 2023 Secured Loan Agreement, or May 10, 2025, and accrues interest, payable semi-annually in arrears, at a fixed rate of interest equal to twelve (12) percent per year. Excel committed to be a Lender under the 2023 Secured Loan Agreement for an aggregate loan of \$2.65 million. As of September 11, 2023, Excel had not loaned any funds to the Company under the 2023 Secured Loan.

In connection with the 2023 Secured Loan, we agreed to issue a warrant to each Lender, upon drawdown, under the 2023 Secured Loan Agreement to purchase up to an aggregate of 369,517 shares of our Common Stock. The warrants have an exercise price of \$4.33 per share, expire on May 10, 2026, and shall be exercisable at any time prior to such date (each, a “**Warrant**”).

As previously disclosed, effective May 31, 2023, the Company entered into a Secured Non-Revolver Line of Credit Loan Agreement with Excel (the “**\$2.2M 2023 Loan Agreement**”), for principal amount of up to \$2,200,000 (the “**\$2.2M 2023 Loan**”). The \$2.2M 2023 Loan matured ninety (90) days from the date of the \$2.2M 2023 Loan Agreement, or August 29, 2023. As previously disclosed, effective August 29, 2023, the Company entered into a letter agreement with Excel to amend the \$2.2M 2023 Loan Agreement to extend the maturity date of the \$2.2M 2023 Loan from ninety (90) days to one hundred twenty (120) days from the date of the \$2.2M 2023 Loan Agreement, or September 28, 2023. As of September 12, 2023, \$2,266,733 of principal and interest were outstanding (the “**\$2.2M 2023 Loan Amount**”).

On September 12, 2023, the Company and Excel entered into a Pay Off Letter Agreement (the “**Pay Off Agreement**”), pursuant to which the Company agreed to pay off the \$2.2M 2023 Loan Amount by refinancing the \$2.2M 2023 Loan Amount to be included as part of the obligations under the 2023 Secured Loan Agreement. Under the terms of the 2023 Secured Loan Agreement, Excel will be issued a Warrant to purchase 209,398 shares of Common Stock.

The Audit Committee of the Board and the Board approved the Note Conversion Agreement and the Pay Off Agreement pursuant to the Company’s Policy and Procedures for Related Person Transactions.

The foregoing descriptions of the Note Conversion Agreement and the Pay Off Agreement are not complete and are qualified in their entirety by reference to the full text of the Note Conversion Agreement and the Pay Off Agreement, copies of which are filed herewith as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

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

The information contained above in Item 1.01 related to the 2022 Loan Agreement, the Note Conversion Agreement, the 2023 Secured Loan Agreement, the \$2.2M 2023 Loan Agreement and the Pay Off Agreement is hereby incorporated by reference into this Item 2.03.

Item 3.02. Unregistered Sales of Equity Securities.

The information contained above in Item 1.01 related to the Note Conversion Agreement and the Warrant issued to Excel is hereby incorporated by reference into this Item 3.02. The Shares and Warrant have not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), and are being offered pursuant to the exemption provided in Section 4(a)(2) under the Securities Act and Rule 506(b) promulgated thereunder.

Item 7.01. Regulation FD Disclosure.

On September 13, 2023, the Company issued a press release announcing the Note Conversion Agreement and the Pay Off Agreement. A copy of the press release is attached hereto as Exhibit 99.1.

The information in this Current Report on Form 8-K under Item 7.01, including the information contained in Exhibit 99.1 is being furnished to the Securities and Exchange Commission, and shall not be deemed to be “filed” for the purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, and shall not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by a specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Note Conversion Agreement, dated September 12, 2023, by and between the Company and Excel Family Partners, LLLP
10.2	Pay Off Agreement, dated September 12, 2023, by and between the Company and Excel Family Partners, LLLP
99.1	Press Release, dated September 13, 2023
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 13, 2023

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

NOTE CONVERSION AGREEMENT

This NOTE CONVERSION AGREEMENT (this “**Agreement**”) is made and entered into as of September 12, 2023 (the “**Effective Date**”), by and among Loop Media, Inc., a Nevada corporation (the “**Company**”), and Excel Family Partners, LLLP, a Florida limited liability limited partnership (the “**Holder**”).

RECITALS

WHEREAS, on April 25, 2022, the Company and the Holder entered into a Non-Revolving Line of Credit Loan Agreement (the “**2022 Loan Agreement**”) under which \$4,444,060.11 of principal and interest are outstanding as of the date of this Agreement (the “**Loan Amount**”); and

WHEREAS, the Company and the Holder desire to convert the Loan Amount, including outstanding interest thereon, into shares of the Company’s common stock (the “**Common Stock**”), par value \$0.0001 per share, at a conversion price per Share of \$0.74 (the “**Conversion Price**”).

AGREEMENT

Now, THEREFORE, in consideration of the premises and the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Conversion.** On the Effective Date, the Loan Amount shall be converted at the Conversion Price, resulting in the issuance by the Company to the Holder of 6,005,487 shares of Common Stock (the “**Shares**”). The Company and the Holder agree that after the conversion of the Loan Amount and the issuance of the Shares, there will be no principal or interest outstanding or due under the 2022 Loan Agreement.

2. **Holder’s Representations and Warranties.** The Holder represents and warrants to the Company that:

(a) **Understandings or Arrangements.** The Holder is acquiring the Shares as principal for its own account and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Shares (this representation and warranty not limiting the Holder’s right to sell the Shares in compliance with applicable federal and state securities laws). The Holder understands that the Shares are “restricted securities” and have not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”) or any applicable state securities law and is acquiring such Shares as principal for his, her or its own account and not with a view to or for distributing or reselling such Shares or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Shares in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Shares in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting the Holder’s right to sell such Shares pursuant in compliance with applicable federal and state securities laws). The Holder is acquiring the Shares in the ordinary course of its business.

(b) **Holder Status.** At the time the Holder was offered the Shares, it was, and as of the date hereof it is an “accredited investor” as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8), (a)(9), (a)(12), or (a)(13) under the Securities Act.

3. **Miscellaneous.**

(a) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

(b) **Governing Law.** All questions concerning the construction, validity, enforcement and interpretation of the Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of this Agreement), and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such Proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

(c) **Execution.** This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by electronic mail, or otherwise by electronic transmission (including any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com) evidencing an intent to sign this Agreement, such electronic mail or other electronic transmission shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original. Execution and delivery of this Agreement by electronic mail or other electronic transmission is legal, valid and binding for all purposes.

(d) **Severability.** In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto further agree to use their commercially reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(e) **Entire Agreement.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(f) Amendment; Waiver. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Holder. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

(g) Rules of Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise this Agreement and, therefore, the normal 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 or any amendments thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company and the Holder have executed this NOTE CONVERSION AGREEMENT as of the date first set forth above.

COMPANY:

LOOP MEDIA, INC.

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

HOLDER:

EXCEL FAMILY PARTNERS, LLLP
By: Fortress Holdings, LLC, its General Partner

By: /s/ Bruce A. Cassidy, Sr.
Name: Bruce A. Cassidy, Sr.
Title: Manager

As of September 12, 2023

Loop Media, Inc.
2600 West Olive Avenue, Suite 5470
Burbank, CA 91505
Attn: Jon Niermann

Re: Pay-Off Letter

Dear Jon:

Reference is made to the following:

Secured Non-Revolver Line of Credit Loan Agreement for principal amount of up to \$2,200,000, dated as of May 31, 2023 (as may be amended, restated, amended and restated, supplemented or modified from time to time, the "**Loan Agreement**"), between Loop Media, Inc., a Nevada corporation ("**Borrower**") and Excel Family Partners, LLLP, a Florida limited liability limited partnership ("**Lender**"), and that certain \$2,200,000 Secured Non-Revolver Line of Credit Promissory Note dated as of May 31, 2023 (the "Note"), issued by the Borrower to the Lender.

Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

Borrower has advised Lender that it intends to repay all amounts due and owing under the Loan Agreement as of September 12, 2023 (the "**Computation Date**") and has requested that Lender confirm pay-off amounts for the amounts due and owing by Borrower to Lender under the Loan Agreement and other Loan Documents (such amounts, collectively, the "**Obligations**").

The pay-off amounts for Borrower for all outstanding Obligations under the Loan Agreement and other Loan Documents as of the Computation Date is \$2,266,733.34 (collectively, the "**Pay-Off Amount**"). The Pay-Off Amount shall be repaid by refinancing the Pay-Off Amount to be included as part of the obligations under that certain Secured Non-Revolver Line of Credit Loan Agreement, dated as of May 10, 2023 (the "**Existing Loan Agreement**").

Subject to, and effective immediately upon receipt of the Line of Credit Advance Request, without further action on the part of the parties hereto, (i) the Loan Agreement, the Note and all Obligations thereunder shall be deemed terminated all without any further action being required to effectuate the foregoing, (ii) all security interests and other liens granted to or held for the benefit of the Lender as security for the Obligations shall be automatically satisfied in full, released and discharged and (iii) such Pay-Off Amount shall be deemed an outstanding obligation under the Existing Loan Agreement and shall be governed by the terms thereof.

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of Florida and shall become effective only when signed by Lender and accepted by Borrower by its due execution in the space provided below.

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

EXCEL FAMILY PARTNERS, LLLP

By: Fortress Holdings, LLC, its General Partner

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

Name: Bruce A. Cassidy, Sr.

Title: Manager

Acknowledged and Accepted:

LOOP MEDIA, INC.

By: /s/ Jon Niermann

Name: Jon Niermann

Title: Chief Executive Officer

Loop Media Strengthens Balance Sheet

Conversion of significant debt to equity and extension of short-term note delivers significantly improved debt position for the company as it looks forward to the year ahead

Glendale, CA – September 13, 2023 — Loop Media, Inc.(NYSE American: LPTV) (“Loop Media”), the free streaming television media company for businesses which provides over 2 billion video views every month via restaurants, retail businesses, office buildings, doctors’ offices, airports, bars and college campuses, has converted approximately \$4.4 million of short-term debt and accrued interest into 6,005,487 shares of Loop Media common stock, at a conversion price of \$0.74 per share – a premium to the closing price of Loop Media’s common stock on NYSE American on September 11, 2023 of \$0.535 per share. In addition, Loop Media has also rolled over approximately \$2.3 million of short-term indebtedness due in September 2023 into Loop Media’s \$4.0 million line of credit due in May 2025. These steps are intended to help shore up Loop Media’s balance sheet as it moves forward into its new fiscal year starting October 1, 2023, by eliminating \$4.4 million of indebtedness on the balance sheet and moving \$2.3 million of short-term debt into long-term debt. These transactions eliminate 6.7 million of short-term debt from Loop Media’s balance sheet, which constitutes a majority of Loop’s short-term debt.

“Last week, we held an extensive board session, annual budget meeting and business review for the challenges experienced over the last few quarters, as well as the business plan and expectations for fiscal 2024, and despite a challenging 2023, I am confident in Loop Media’s business model and management team. To evidence that confidence and to further support our business and all shareholders and other stakeholders, I have gladly agreed to support Loop and improve its debt position by converting a significant amount of debt due to myself and affiliated parties into equity as well as extending other short-term debt into longer term debt.” said Bruce Cassidy, Chairman of Loop Media, Inc. “While the recent declines in our share price is not a welcomed development, I am confident in the fundamentals of the business, the overall opportunity and the steps being taken by management to reduce costs and strengthen the business, as we seek to maintain and improve growth,” Mr. Cassidy continued.

“We appreciate the support of our Chairman and the rest of our board after their review of our growth plans for the coming year. Our team intends to focus on implementing our business plan and continue to seek opportunities to grow our business while focusing on strengthening the bottom line,” said Jon Niermann, CEO and Co-founder. “We believe that fiscal year 2024 will provide some unique opportunities for us, and that through the implementation of our business plan, we can achieve both top and bottom line growth.”

In addition to the conversion of debt into equity and extending the due date of certain of our short-term debt, Loop Media has further tightened cost control and has identified certain areas for further reductions in our SG&A for fiscal 2024, all while maintaining our commitment to the growth of its revenue and platform distribution. Senior Management of Loop Media is dedicated to the business and its stakeholders and has agreed to significantly reduce their salaries for the time being. In addition, no management bonuses will be paid for fiscal 2023 and several cost centers will be reduced in size while sales, revenue and marketing will continue to aggressively expand and push forward with the strategic plans where it makes sense to do so.

On September 12, 2023, Loop Media and Excel Family Partners, LLLP (“Excel”) entered into a Note Conversion Agreement, pursuant to which Excel agreed to convert \$4.4 million of short-term debt, including interest, under the Loop Media non-revolving line of credit agreement entered into on April 25, 2022 (the “Excel 2022 Debt”), into 6,005,487 shares of Loop Media common stock at a per share price of \$0.74. Loop Media and Excel also entered into a Pay Off Letter Agreement on September 12, 2023, pursuant to which Loop Media paid off \$2.27 million of short-term debt plus accrued interest due September 28, 2023, under Loop Media’s secured non-revolving line of credit loan agreement, entered into on May 31, 2023 (the “Excel 2023 Debt”). Excel agreed to convert this amount into longer term debt due May 10, 2025, under the secured non-revolving line of credit loan agreement entered into on May 10, 2023, between Loop Media and various lenders, including Excel (the “2025 LOC”). As a result of these transactions, the \$6.7 million in principal and interest aggregate indebtedness under the Excel 2022 Debt and the Excel 2023 Debt will be extinguished and indebtedness under the 2025 LOC will be increased by \$2.27 million. Under the terms of the 2025 LOC, Excel will also be issued a warrant to purchase 209,398 shares of Loop Media common stock. The warrant has an expiration date of May 10, 2026, and is exercisable immediately at an exercise price of \$4.33 per share. After these transactions, outstanding principal amount of indebtedness under the 2025 LOC will be \$3.17 million.

The offer and sale of the securities described above are being offered in a private placement under Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), and Regulation D promulgated thereunder and, along with the shares of common stock underlying the warrants, have not been registered under the Securities Act, or applicable state securities laws. Accordingly, the securities issued in the private placement and the shares of common stock underlying the warrants may not be offered or sold in the United States except pursuant to an effective registration statement or an applicable exemption from the registration requirements of the Securities Act and such applicable state securities laws.

This press release does not constitute an offer to sell or the solicitation of an offer to buy any of the securities described herein, nor shall there be any sale of these securities in any state or other jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or other jurisdiction.

About Loop Media, Inc.

Loop Media, Inc. (“Loop Media”) (NYSE American: LPTV) is a leading digital out of home (“DOOH”) TV and digital signage platform optimized for businesses, providing free music video, news, sports, and entertainment channels through its Loop TV service. Loop Media is the leading company in the U.S. licensed to stream music videos to businesses through its proprietary Loop Player.

Loop Media's digital video content reaches millions of viewers in DOOH locations including bars/restaurants, office buildings, retail businesses, college campuses, airports and on free ad-supported TV platforms and at local gas stations on GSTV terminals in the United States.

Loop is fueled by one of the largest and most important short form entertainment libraries that includes music videos, movie trailers and live performances. Loop Media's non-music channels cover a multitude of genres and moods and include movie trailers, sports highlights, lifestyle and travel videos, viral videos and more. Loop Media's streaming services generate revenue from advertising, sponsorships, and from subscriptions.

To learn more about Loop Media products and applications, please visit us online at [Loop.tv](https://loop.tv)

Follow us on social:

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X (Twitter): [@loopforbusiness](https://twitter.com/loopforbusiness)

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Safe Harbor Statement and Disclaimer

This news release includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including, but not limited to, Loop Media's expected 2023 results, ability to compete in the highly competitive markets in which it operates, statements regarding Loop Media's ability to develop talent and attract future talent, the success of strategic actions Loop Media is taking, and the impact of strategic transactions. Forward-looking statements give our current expectations, opinion, belief or forecasts of future events and performance. A statement identified by the use of forward-looking words including "will," "may," "expects," "projects," "anticipates," "plans," "believes," "estimate," "should," and certain of the other foregoing statements may be deemed forward-looking statements. Although Loop Media believes that the expectations reflected in such forward-looking statements are reasonable, these statements involve risks and uncertainties that may cause actual future activities and results to be materially different from those suggested or described in this news release. Investors are cautioned that any forward-looking statements are not guarantees of future performance and actual results or developments may differ materially from those projected. The forward-looking statements in this press release are made as of the date hereof. Loop Media takes no obligation to update or correct its own forward-looking statements, except as required by law, or those prepared by third parties that are not paid for by Loop Media. Loop Media's SEC filings are available at www.sec.gov.

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