

**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): November 13, 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**

*Line of Credit Loan Agreement, Note and Warrant Amendments*

As previously disclosed, effective as of May 13, 2022, Loop Media, Inc. (the "**Company**") entered into a Non-Revolving Line of Credit Loan Agreement (the "**Loan Agreement**") with several institutions and individuals (each individually a "**Lender**" and collectively, the "**Lenders**") and RAT Investment Holdings, LP, as administrator of the loan (the "**Loan Administrator**") for aggregate loans of up to \$2.2 million (the "**Line of Credit**"), evidenced by a Non-Revolving Line of Credit Promissory Note (the "**Note**"), also effective as of May 13, 2022. The Line of Credit had an initial maturity date of November 13, 2023, or eighteen (18) months from the date of the Loan Agreement (the "**Line of Credit Maturity Date**"), and accrues interest, payable semi-annually in arrears, at a fixed rate of interest equal to twelve (12) percent per year.

In connection with the Line of Credit, on May 13, 2022, the Company issued a warrant (each a "**Line of Credit Warrant**" and collectively, the "**Line of Credit Warrants**") to each Lender for an aggregate of up to 209,522 shares of the Company's common stock. Each Line of Credit Warrant initially had an exercise price of \$5.25 per share, expires on May 13, 2025 (the "**Line of Credit Warrant Expiration Date**"), and is exercisable at any time prior to the Line of Credit Warrant Expiration Date.

As previously disclosed, in connection with each Lender's delivery of a subordination agreement to GemCap Solutions, LLC (the "**Senior Lender**") as required under the Company's Loan and Security Agreement with the Senior Lender, on July 29, 2022, the Company issued a warrant (each a "**Subordination Agreement Warrant**" and collectively, the "**Subordination Agreement Warrants**") to each Lender for an aggregate of up to 104,759 shares of the Company's common stock. Each Subordination Agreement Warrant initially had an exercise price of \$5.25 per share, expires on July 29, 2025 (the "**Subordination Agreement Warrant Expiration Date**"), and is

exercisable at any time prior to the Subordination Agreement Expiration Date.

Effective as of November 13, 2023, the Company entered into a Non-Revolver Line of Credit Loan Agreement Amendment (the "Loan Agreement Amendment") with the Lenders to: (i) extend the Line of Credit Maturity Date from eighteen (18) months to twenty-seven (27) months from the date of the Loan Agreement, or August 13, 2024; and (ii) amend the payment terms of the Line of Credit such that no payment of interest or principal under the Loan Agreement or the Note will be due and payable from November 13, 2023, to the Line of Credit Maturity Date, as extended, except for (a) one payment of \$374,000 on November 13, 2023 (comprised of accrued interest of \$132,000 due through November 13, 2023, an initial payment of principal of \$220,000 and \$22,000 as consideration to extend the maturity date of the Line of Credit); and (b) nine (9) monthly payments of principal of \$220,000 plus accrued interest, commencing December 13, 2023. In consideration for the extension of the Line of Credit Maturity Date, the Company agreed to amend the Line of Credit Warrants and the Subordination Agreement Warrants (together, the "Warrants") to reduce the respective exercise prices thereof to \$1.00. The Company also agreed to apply one-third (1/3) of the net proceeds of any capital raise that takes place subsequent to the date of the Loan Agreement Amendment, other than proceeds from an equity offering under the Company's at-the-market program or from an affiliate or insider, toward paying down the then outstanding principal amount due under the Line of Credit. Pursuant to the Loan Agreement Amendment, each Lender agreed to enter into a lock-up agreement restricting the disposal of any shares of the Company's common stock that are issued in connection with the exercise of the Warrants for a period of twelve (12) months from the date of the Loan Agreement Amendment.

The Company issued an Amended and Restated Non-Revolver Line of Credit Promissory Note Amendment (the "Amended and Restated Note") to the Lenders reflecting the extension of the Line of Credit Maturity Date.

The descriptions of the Loan Agreement Amendment and the Amended and Restated Note are qualified in their entirety by reference to the full texts of the Loan Agreement Amendment and the Amended and Restated Note, which are incorporated by reference herein. Copies of the Loan Agreement Amendment and the Amended and Restated Note are included herein as Exhibits 10.1 and 10.2, respectively.

#### 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 Loan Agreement, the Note, the Loan Agreement Amendment and the Amended and Restated Note is incorporated by reference into this Item 2.03.

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#### Item 3.02 Unregistered Sales of Equity Securities

The information in Item 1.01 with respect to the Warrants is incorporated by reference into this Item 3.02. The issuance of the Warrants was not registered under the Securities Act of 1933, as amended (the "Securities Act"). The Warrants were issued in a private placement exempt from the registration requirements of the Securities Act, in reliance on the exemptions set forth in Section 4(a)(2) of the Securities Act.

#### Item 3.03 Material Modifications to Rights of Security Holders.

The information in Item 1.01 with respect to the Warrants is incorporated by reference into this Item 3.03.

#### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
<a href="#">10.1</a>	<a href="#">Non-Revolver Line of Credit Loan Agreement Amendment, effective as of November 13, 2023, by and between the Company, the Loan Administrator and the Lenders.</a>
<a href="#">10.2</a>	<a href="#">Amended and Restated Non-Revolver Line of Credit Promissory Note, dated November 13, 2023, executed by the Company for the benefit of the Lenders.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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#### 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.

Date: November 17, 2023

**LOOP MEDIA, INC.**

By: /s/ Jon Niermann  
Jon Niermann, CEO

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**NON-REVOLVING LINE OF CREDIT  
LOAN AGREEMENT AMENDMENT**

This Non-Revolving Line of Credit Line of Credit Loan Agreement Amendment (the “**Amendment**”) is dated as of November 13, 2023 (the “**Amendment Effective Date**”), amends that certain Non-Revolving Line of Credit Agreement (the “**Agreement**”), with an effective date of May 13, 2022, between Loop Media, Inc., a Nevada corporation (the “**Borrower**”), RAT Investment Holdings, LP, as administrator of the loan (the “**Administrator**”) and the lenders set out in **Exhibit A** hereto (each a “**Lender**” and collectively, the “**Lenders**”). Each of the Borrower, the Administrator and each Lender is a “Party” to this Amendment and together are “Parties.” Terms used herein but not otherwise defined herein have the meaning given to such terms in the Agreement.

WHEREAS, the Parties have agreed that the Agreement should be amended as set forth in this Amendment, including having the Line of Credit Maturity Date shall be extended by nine (9) months, from eighteen (18) months from the Effective Date of the Agreement to twenty-seven (27) months from the Effective Date of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Borrower and the Lender agree as follows:

**1. Extension of Line of Credit Maturity Date.**

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

“Line of Credit Maturity Date – Twenty-seven (27) months from the Effective Date.”

**2. Amendment of Payment Terms.**

Section II – The Loan – 2.3 “Interest” in the Agreement is hereby amended and supplemented to add paragraph c. to the end of such Section, as follows:

c. Notwithstanding paragraph a. and b. of this Section, no payments of interest or principal under the Agreement or the Note will be due and payable from November 13, 2023, to the Line of Credit Maturity Date, except as follows:

- i. November 13, 2023: one payment of \$374,000 (accrued interest of \$132,000 due through November 13, 2023; initial payment of principal of \$220,000; one point of \$22,000 as consideration to extend the maturity date of the Loan); and
- ii. Nine (9) monthly payments of principal of \$220,000 plus accrued interest, commencing December 13, 2023.

**3. Amendment to Warrants.**

- (a) In consideration for the extension of the Line of Credit Maturity Date, Lender hereby agrees to amend each warrant identified in **Exhibit A** hereto (each a “**Warrant**” and collectively, the “**Warrants**”) to reduce the Warrant Exercise Price (as defined in each Warrant) to \$1.00. The amended Aggregate Exercise Price (as defined in each Warrant) for each Warrant is set out in **Exhibit A**.

- (b) Each Lender hereby agrees to enter into a Lock-Up Letter Agreement in substantially the form attached as **Exhibit B** hereto restricting the disposal of any shares of common stock of the Lender that are issued in connection with the exercise of the Warrant for a period of twelve (12) months from the Amendment Effective Date.

**4. Use of Proceeds of Future Non-Affiliate Capital Raises.**

- (a) In consideration for the extension of the Line of Credit Maturity Date, Lender hereby agrees to apply one-third (1/3) of the net proceeds of any capital raise, other than proceeds from an equity offering under the Company’s at-the-market (ATM) program or from an affiliate or insider, that takes place after the Amendment Effective Date, toward paying down the then outstanding principal amount due under the Loans.

**5. Miscellaneous.**

- (a) Governing Law. This Amendment will be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.
- (b) Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com), or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- (c) Entire Agreement. This Amendment, together with the Agreement, constitutes the full and entire understanding and agreement between the parties with regard to the subject therein and herein. Except as amended by this Amendment, the Agreement shall remain unchanged and in full force and effect, and this Amendment shall be governed by and subject to the terms of each of the Agreement, as amended hereby. In the event of any inconsistency between this Amendment and the Agreement, the provisions of this Amendment will control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed by their respective authorized signatories as of the Amendment Effective Date.

**BORROWER:**

**LOOP MEDIA, INC.**

By: /s/  
Name: Neil Watanabe  
Title: CFO

**LOAN ADMINISTRATOR:**

**RAT INVESTMENT HOLDINGS, LP**

By: /s/  
Name: Roger A. Tichenor  
Title: General Partner

**LENDER:**

**RAT INVESTMENT HOLDINGS, LP**

By: /s/  
Name: Roger A. Tichenor  
Title: General Partner

**LENDER:**

**BOSTON FIDELITY FINANCIAL, LLC**

By: /s/  
Name: Shannon Ciaravella  
Title: Managing Member

*(Signature page to Non-Revolving Line of Credit Loan Agreement Amendment)*

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**LENDER:**

**RANDALL OSER LP**

By: /s/  
Name: Randall Oser

**LENDER:**

**NEIL OSER**

By: /s/  
Name: Neil Oser

**LENDER:**

**SIESTA PRIVATE MORTGAGES, LLC**

By: /s/  
Name: Scott D. Williams  
Title: Manager

**LENDER:**

**AFW VENTURES, LLC**

By: /s/  
Name: Ralph Wheaton  
Title: Manager

*(Signature page to Non-Revolving Line of Credit Loan Agreement Amendment)*

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**LENDER:**

**ERE SEP, LLC**

By: /s/  
Name: Eric Elliott  
Title: Managing Member

**LENDER:****ON PURPOSE HOLDINGS, LP**

By: /s/  
 Name: Harris B. Williams, Jr.  
 Title: General Partner

**LENDER:****ADK HOLDINGS, LLC**

By: /s/  
 Name: Jared Kaban  
 Title: Managing Member

(Signature page to Non-Revolving Line of Credit Loan Agreement Amendment)

**EXHIBIT A****Lenders and Warrant Schedule**

<b>LENDER/HOLDER</b>	<b>LOAN AMOUNT</b>	<b>WARRANT NUMBER</b>	<b>WARRANT SHARES</b>	<b>AMENDED WARRANT EXERCISE PRICE</b>	<b>AMENDED AGGREGATE EXERCISE PRICE</b>
<b>Boston Fidelity Financial, LLC</b> Attn: Shannon Ciaravella, Managing Member	\$ 1,000,000	CSW-22-008 CSW-22-008a	95,238 47,619	\$ 1.00 \$ 1.00	\$ 95,238 \$ 47,619
<b>Randall Oser</b>	\$ 200,000	CSW-22-009 CSW-22-009a	19,047 9,523	\$ 1.00 \$ 1.00	\$ 19,047 \$ 9,523
<b>Neil Oser</b>	\$ 200,000	CSW-22-010 CSW-22-010a	19,047 9,523	\$ 1.00 \$ 1.00	\$ 19,047 \$ 9,523
<b>Siesta Private Mortgages, LLC</b> Scott D. Williams, Manager	\$ 100,000	CSW-22-011 CSW-22-011a	9,524 4,762	\$ 1.00 \$ 1.00	\$ 9,524 \$ 4,762
<b>RAT Investment Holdings, LP</b> Roger Tichenor, General Partner	\$ 100,000	CSW-22-012 CSW-22-012a	9,524 4,762	\$ 1.00 \$ 1.00	\$ 9,524 \$ 4,762
<b>AFW Ventures, LLC</b> Ralph Wheaton, Manager	\$ 100,000	CSW-22-013 CSW-22-013a	9,524 4,762	\$ 1.00 \$ 1.00	\$ 9,524 \$ 4,762
<b>ERE SEP, LLC</b> Eric Elliott, Managing Member	\$ 100,000	CSW-22-014 CSW-22-014a	9,524 4,762	\$ 1.00 \$ 1.00	\$ 9,524 \$ 4,762
<b>On Purpose Holdings, LP</b> Harris B. Williams, Jr., General Partner	\$ 200,000	CSW-22-015 CSW-22-015a	19,047 9,523	\$ 1.00 \$ 1.00	\$ 19,047 \$ 9,523
<b>ADK Holdings, LP</b> Jared Kaban, Managing Member	\$ 200,000	CSW-22-016 CSW-22-016a	19,047 9,523	\$ 1.00 \$ 1.00	\$ 19,047 \$ 9,523

**EXHIBIT B****Form of Lock-Up Letter Agreement**

Loop Media, Inc.

Re: That certain Non-Revolving Line of Credit Loan Agreement, dated May 13, 2022, as amended on November 13, 2023, pursuant to which Loop Media, Inc., a Nevada corporation (the "**Company**") issued a warrant (the "**LOC Warrant**") to [LENDER] (the "**Lender**"), which allows Lender to purchase an aggregate of up to [X] shares of common stock of the Company, par value \$0.0001 per share (the "**Shares**"); and that certain Letter Agreement, dated July 22, 2022, pursuant to which the Company issued a warrant (together with the LOC Warrant, the "**Warrants**") to Lender, which allows Lender to purchase an aggregate of up to [X] Shares.

Ladies and Gentlemen:

Defined terms not otherwise defined in this letter agreement (this "**Letter Agreement**") shall have the meanings set forth in the Warrants. In satisfaction of a condition of the Company's obligations under the Loan Agreement, the undersigned irrevocably agrees with the Company that, for a period of one year from the date hereof (such period, the "**Restriction Period**"), the undersigned will not offer, sell, contract to sell, hypothecate, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any Affiliate of the undersigned or any person in privity with the undersigned or any Affiliate of the undersigned), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the U.S. Securities Exchange Act of 1934 (the "**Exchange Act**") any Shares obtained as a result of the exercise of the Warrants, and any Common Stock Equivalents received as a result of owning, holding or acquiring such Shares, or Common Stock Equivalents, including the Warrants, **other than transfers**: (A) as a bona fide gift or gifts; (B) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned; (C) pursuant to a qualified domestic order or in connection with a divorce settlement; (D) by will or intestate succession to the legal representative, heir, beneficiary or immediate family of the undersigned upon the death of the undersigned; or (E) in sales to "accredited investors" within the meaning of the U.S. Securities Act of 1933 in a private placement that is not a sale on the OTC MKT or on any national securities exchange, provided that, (1) in the case of any transfer, distribution or sale pursuant to clauses (A) through (E), it shall be a condition precedent to any such transferor distribution that prior to any such transfer, each donee, trustee, distributee, transferee, or purchaser, as the case may be, delivers to the Company a signed lock-up agreement, substantially in the form of this Letter Agreement, for the balance of the Restriction Period; (2) in the case of transfers pursuant to clauses (A) through (D), any such transfer shall not involve a disposition for value; (3) in the case of any transfer pursuant to clauses (A) through (C) or Clause (E), such transfers are not required to be reported with the Commission under the Exchange Act; and (4) in the case of any transfer pursuant to clauses (A) through (E), the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers.

As used herein:

- (i) "immediate family" shall mean the spouse, domestic partner, lineal descendant, father, mother, brother, sister, or any other person with whom the undersigned has a relationship by blood, marriage or adoption not more remote than first cousin;
- (ii) "Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act of 1933, as amended;
- (iii) "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or agency or subdivision thereof) or other entity of any kind; and
- (iv) "Common Stock Equivalent" shall be defined as a security, including stock options, warrants, convertible bonds, preferred bonds, preferred stock, two-class common stock and contingent shares, that can be converted into common stock.

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Beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act. In order to enforce this covenant, the Company shall impose irrevocable stop-transfer instructions preventing the Transfer Agent from effecting any actions in violation of this Letter Agreement. The "Transfer Agent" means ClearTrust, LLC, the current transfer agent of the Company, with a mailing address of 16540 Pointe Village Drive, Suite 2305, Lutz, Florida 33558 and a facsimile number of +1 (813) 338-4549, and any successor transfer agent of the Company.

The undersigned acknowledges that the execution, delivery and performance of this Letter Agreement is a material inducement to the Company to complete the transactions contemplated by the Loan Agreement and that the Company shall be entitled to specific performance of the undersigned's obligations hereunder. The undersigned hereby represents that the undersigned has the power and authority to execute, deliver and perform this Letter Agreement, that the undersigned has received adequate consideration therefor and that the undersigned will indirectly benefit from the closing of the transactions contemplated by the Loan Agreement.

This Letter Agreement may not be amended or otherwise modified in any respect without the written consent of the Company and the undersigned. This Letter Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to the principles of conflict of laws. The undersigned hereby irrevocably submits to the exclusive jurisdiction of the United States District Court sitting in the Southern District of New York and the courts of the State of New York located in Manhattan, for the purposes of any suit, action or proceeding arising out of or relating to this Letter Agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the Company at the address in effect for notices to it under the Loan Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

This Letter Agreement shall be binding on successors and assigns of the undersigned with respect to the Shares and any such successor or assign shall enter into a similar agreement for the benefit of the Company.

This Letter Agreement shall automatically terminate, and the undersigned shall be released from its obligations hereunder, upon the termination of the Loan Agreement prior to payment for and delivery of the securities of the Company delivered thereunder.

[Signature Page Follows]

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Very Truly Yours,

**[LENDER]**

By: \_\_\_\_\_

Signature: NAME, TITLE

\_\_\_\_\_  
Name of Securityholder/Director/Officer (Print exact name)

Date: \_\_\_\_\_

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**AMENDED AND RESTATED  
NON-REVOLVING LINE OF CREDIT PROMISSORY NOTE**

\$2,200,000.00

November 13, 2023

**THIS AMENDED AND RESTATED NON-REVOLVING LINE OF CREDIT PROMISSORY NOTE** (this “**Note**”) is effective as of November 13, 2023, and is issued by Loop Media, Inc., a Nevada corporation (the “**Borrower**”) to the Lenders set out in Exhibit A hereto (collectively, the “**Lender**”).

**WHEREAS**, on May 13, 2022, Borrower and Lender entered into that certain Non-Revolving Line of Credit Loan Agreement (the “**Agreement**”) in which Lender agreed to make loans to Borrower, as a non-revolving line of credit not to exceed the sum of \$2,200,000 in the aggregate (the “**Loan**”), which Loan is evidenced by that certain Non-Revolving Line of Credit Promissory Note dated May 13, 2022 (the “**Original Note**”), in the aggregate principal amount of up to two million two hundred thousand dollars (\$2,200,000.00);

**WHEREAS**, as of the date hereof, Borrower and Lender have entered into that certain Non-Revolving Line of Credit Agreement Amendment (the “**Amendment**”) to extend the Maturity Date of the Original Note by nine (9) months, from eighteen (18) months from the Effective Date of the Agreement to twenty-seven (27) months from the Effective Date of the Agreement (the “**Extended Maturity Date**”);

**WHEREAS**, Borrower and Lender desire to amend and restate the Original Note in order to reflect the Extended Maturity Date, and, accordingly, Borrower has agreed to execute and deliver this Note;

**WHEREAS**, Borrower and Lender desire to amend the payment instructions in the Original Note; and

**NOW, THEREFORE**, in consideration of the premises, the agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows, effective as of the date first above written:

A. The Maturity Date of this Note shall be twenty-seven (27) months from the Effective Date of the Original Note.

B. Payments to Lender shall be made to: \_\_\_\_\_, according to wire instructions provided to Borrower.

C. This Note does not extinguish the outstanding indebtedness evidenced by the Original Note and is not intended to be a substitution or novation of the original indebtedness or instruments evidencing the same, all of which shall continue in full force and effect except as specifically amended and restated hereby.

D. This Note completely amends and replaces the Original Note and the Original Note shall have no further force or effect whatsoever.

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E. The Original Note is hereby amended, restated and replaced in its entirety by this Note to read as follows:

**FOR VALUE RECEIVED**, Loop Media, Inc., a Nevada corporation (“**Borrower**”), promises to pay to the order of the Lenders set out on Exhibit B to the Loan Agreement (defined below) (collectively, the “**Lender**”), the aggregate of such amounts Lender has disbursed to Borrower during the period from the date first set forth above to the Maturity Date (defined below), up to TWO MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,200,000.00), in lawful money of the United States of America (the “**Loan**” or the “**Advances**”), together with all accrued interest on the principal amount of all Advances made hereunder from the date such Advance was made at a rate specified in that certain Non-Revolving Line of Credit Loan Agreement between RAT Investment Holdings, LP, the Lenders and Borrower, as amended as of the same date as this Note (“**Loan Agreement**”). Capitalized terms used in this Amended and Restated Non-Revolving Line of Credit Promissory Note (this “**Note**”) that are not otherwise defined herein shall have the respective meanings set forth in the Loan Agreement.

This Note evidences the Loans incurred under the Loan Agreement to which reference is made for a statement of the terms and provisions thereof, including those under which such indebtedness may be declared to be immediately due and payable. This Note is entitled to the benefits of, inter alia, the Loan Agreement and the other Loan Documents.

On the Maturity Date, the then outstanding principal balance of the Loan, all accrued and unpaid interest, and any other amounts owed by Borrower to Lender pursuant to the Loan Agreement and other Loan Documents shall be due and payable in full. All payments made under this Note to Lender (collectively, a “**Payment**”) shall be made payable to Lender by wire transfer or corporate check at the address provided next to its signature below. Payments to Lender shall be made payable to “RAT Investment Holdings, LP” at the following address: \_\_\_\_\_, according to wire instructions provided to Lender.

For purposes of this Note, the maturity date shall be twenty-seven (27) months from the date of this Note (the “**Maturity Date**”).

After the Maturity Date or due date on this Note (whether at the stated maturity, by acceleration, or otherwise), interest shall be charged on the respective principal amount remaining unpaid at a rate specified in the Loan Agreement, until paid.

Notwithstanding the foregoing, however, in no event shall the interest charged exceed the maximum rate of interest allowed by applicable law, as amended from time to time. Lender does not intend to charge any amount of interest, monthly renewal fee or other fees or charges in the nature of interest that exceeds the maximum rate allowed by applicable law. If any payment of interest or in the nature of interest hereunder would cause the foregoing interest rate limitation to be exceeded, then such excess payment shall be credited as a payment of principal.

If any Payment is more than five (5) Business Days late, Borrower agrees to pay Lender a late charge equal to five percent (5.0%) of such Payment (“**Late Fee**”). The provisions of this Note establishing a Late Fee shall not be deemed to extend the time for any Payment due or to constitute a “grace period” giving Borrower a right to cure such default.

If any Payment becomes due and payable on a day other than a Business Day, the due date thereof shall be extended to the next succeeding Business Day.

Unless otherwise specified herein, a Payment shall be applied by Lender first to interest and lawful charges then accrued, and then to principal, unless otherwise determined by Lender in its discretion.

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Borrower will have the right to prepay the Loans, in whole or in part, at any time upon three (3) Business Days' prior notice to Lender; provided, however, if applicable, Borrower must pay such prepayment premium pursuant to Section 2.5 of the Loan Agreement, if applicable.

Borrower shall be in default under this Note upon the occurrence of an Event of Default under the Loan Agreement.

Lender shall have, in addition to the rights and remedies contained in this Note and any other related documents, all of the rights and remedies of a creditor, now or hereafter available at law or in equity and under the Loan Agreement. Lender may, at its option, exercise any one or more of such rights and remedies individually, partially, or in any combination from time to time, including, to the extent applicable, before the occurrence of an event of default. No right, power, or remedy conferred upon Lender by the related documents shall be exclusive of any other right, power, or remedy referred to therein or now or hereafter available at law or in equity.

Without limiting the generality of the foregoing, if a default shall occur then Lender may declare the indebtedness owed to Lender by Borrower hereunder and any or all of any other indebtedness owed by Borrower to Lender, whether direct or indirect, contingent or certain, to be accelerated and due and payable at once, whereupon such indebtedness, together with interest thereon, shall forthwith become due and payable, all without presentment, demand, protest, or other notice of any kind from Lender, all of which are hereby expressly waived; and Lender may proceed to do other all things provided by law, equity, or contract to enforce its rights under such indebtedness and to collect all amounts owing to Lender.

All parties liable for any Payment agree to pay or reimburse Lender for all of its costs and expenses incurred in connection with the administration, supervision, collection, or enforcement of, or the preservation of any rights under, this Note or the obligation evidenced hereby, including without limitation, the fees and disbursements of counsel for Lender including attorneys' fees out of court, in trial, on appeal, in bankruptcy proceedings, or otherwise. All parties liable for any Payment agree to promptly pay, indemnify, and reimburse Lender for, and hold Lender harmless against any liability for, any and all documentary stamp taxes, nonrecurring intangible taxes, or other taxes, together with any interest, penalties, or other liabilities in connection therewith, that Lender now or hereafter determines are payable with respect to this Note or the obligations evidenced by this Note. The foregoing obligations shall survive Payment of this Note.

All notices, requests, and demands to or upon the parties hereto, shall be deemed to have been given or made when delivered by hand, or when deposited in the mail, postage prepaid by registered or certified mail, return receipt requested, addressed to the address provided next to the signatures below or such other address as may be hereafter designated in writing by one party to the other.

This Note shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, excluding those laws relating to the resolution of conflicts between laws of different jurisdictions.

In any litigation in connection with or to enforce this Note, any endorsement or guaranty of this Note, or any of the other related documents, Borrower irrevocably consents to and confers personal jurisdiction the state and federal courts located within Sarasota County, Florida, expressly waives any objections as to venue in any of such courts, and agrees that service of process may be made on Borrower by mailing a copy of the summons and complaint by registered or certified mail, return receipt requested, to its address set forth herein (or otherwise expressly provided in writing). Nothing contained herein shall, however, prevent Lender from bringing any action or exercising any rights within any other state or jurisdiction or from obtaining personal jurisdiction by any other means available by applicable law.

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In the event that any one or more of the provisions of this Note is determined to be invalid, illegal, or unenforceable in any respect as to one or more of the parties, all remaining provisions nevertheless shall remain effective and binding on the parties thereto and the validity, legality, and enforceability thereof shall not be affected or impaired thereby. If any such provision is held to be illegal, invalid, or unenforceable, there will be deemed added in lieu thereof a provision as similar in terms to such provision as is possible, that is legal, valid, and enforceable. To the extent permitted by applicable law, Borrower hereby waives any law that renders any such provision invalid, illegal, or unenforceable in any respect.

The singular shall include the plural and any gender shall be applicable to all genders when the context permits or implies

No delay or omission on the part of Lender in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or of any other right or remedy and no single or partial exercise of any right or remedy shall preclude any other or further exercise of that or any other right or remedy. Presentment, demand, notice of nonpayment, notice of protest, protest, notice of dishonor and all other notices are hereby waived by Borrower.

This Note may not be modified or amended nor shall any provision of it be waived except by a written instrument signed by the party against whom such action is to be enforced.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties. Borrower may not transfer, assign or delegate any of its duties or obligations hereunder and Lender shall not assign or otherwise transfer any of its rights or obligations hereunder without the consent of Borrower. In the event Lender transfers or assigns its obligations hereunder, Lender shall be relieved of all liability therefor.

Time is of the essence in the performance of this Note.

This Note is entitled to the benefit of all of the provisions of the Loan Agreement.

**Borrower and Lender (by its acceptance hereof) hereby knowingly, irrevocably, voluntarily, and intentionally waive any right to a trial by jury in respect of any litigation based on this Note or any other document executed in connection with this Note or arising out of, under, or in connection therewith, or any course of conduct, course of dealing, statements (whether oral or written), or actions of any party. This provision is a material inducement for Lender to enter into the transaction evidenced hereby.**

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, Borrower has executed this Note as of the date first written above.

**BORROWER:**

Loop Media Inc., a Nevada corporation

By: /s/  
Name: Neil T. Watanabe  
Title: Chief Financial Officer

Address:  
2600 West Olive Avenue, Suite 5470  
Burbank, CA 91505

Email Address: neil@loop.tv

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**EXHIBIT A**

**Lenders**

<b>LENDER</b>	<b>PRINCIPAL LOAN AMOUNT</b>
<u>Boston Fidelity Financial, LLC</u> Attn: Shannon Ciaravella, Managing Member	\$ 1,000,000
<u>Randall Oser</u>	\$ 200,000
<u>Neil Oser</u>	\$ 200,000
<u>Siesta Private Mortgages, LLC</u> Scott D. Williams, Manager	\$ 100,000
<u>RAT Investment Holdings, LP</u> Roger Tichenor, General Partner	\$ 100,000
<u>AFW Ventures, LLC</u> Ralph Wheaton, Manager	\$ 100,000
<u>ERE SEP, LLC</u> Eric Elliott, Managing Member	\$ 100,000
<u>On Purpose Holdings, LP</u> Harris B. Williams, Jr., General Partner	\$ 200,000
<u>ADK Holdings, LP</u> Jared Kaban, Managing Member	\$ 200,000
<b>TOTAL:</b>	<b>\$ 2,200,000</b>

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