

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 19, 2019

Interink Plus, Inc.

(Exact name of registrant as specified in its charter)

Nevada (State or Other Jurisdiction of Incorporation)	000-55591 (Commission File Number)	47-3975872 (I.R.S. Employer Identification No.)
4952 S Rainbow Blvd, Suite 326 Las Vegas, NV (Address of Principal Executive Office)		89118 (Zip Code)
	(702) 824-7047 (Registrant's telephone number, including area code)	

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:

- 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.

SECTION 1 - REGISTRANT'S BUSINESS AND OPERATIONS

Item 1.01 Entry into a Material Definitive Agreement.

The information set forth in Item 2.03 of this Form 8-K is incorporated by reference into this Item 1.01.

SECTION 2 - FINANCIAL INFORMATION

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

In connection with the Stock Purchase Agreement described in Item 5.01 below, the Bruce A Cassidy 2013 Irrevocable Trust, of which Bruce A Cassidy, Sr. is sole trustee, agreed to loan Interlink Plus, Inc. (the "Company") \$180,000 on November 20, 2019. The loan is evidenced by a Promissory Note which is included in this Form 8-K as Exhibit 99.1 (the "Promissory Note"). Simple interest will accrue on the unpaid principal balance of the loan from November 20, 2019 at the rate of 10% per annum. Principal and accrued interest are due and payable in full no later than May 20, 2020.

Pursuant to the terms of the Promissory Note, the Company acknowledged and represented, warranted and covenanted to the holder thereof that the principal amount of the Promissory Note would be used exclusively for the following purposes, and in this order: (i) payoff in full of the Demand Promissory Note dated June 15, 2018 between Year Champion Limited and the Company; (ii) payoff in full of the 10% Convertible Promissory Note dated April 25, 2016 between Desert Skyline Resources, LLC and the Company; (iii) payoff in full of the 10% Convertible Promissory Note dated July 15, 2016 between Desert Skyline Resources, LLC and the Company; (iv) pay for services provided by the Company's accountant and transfer agent; and (v) any remaining funds are for working capital purposes.

SECTION 5 - CORPORATE GOVERNANCE AND MANAGEMENT

Item 5.01 Changes in Control of Registrant.

Effective as of November 19, 2019, Duan Fu gifted 53,000,000 shares of common stock and 1,700,000 shares of Series A Convertible preferred stock that may convert into 170,000,000 shares of common stock, constituting approximately 66% of the Company's issued and outstanding common shares and approximately 63% of the Company's issued and outstanding Series A Convertible preferred shares to Zixiao Chen. After the gift, Mr. Fu no longer owns any shares of the Company's capital stock.

The Bruce A Cassidy 2013 Irrevocable Trust, of which Bruce A Cassidy, Sr. is sole trustee, acquired control of the Company, effective on November 20, 2019, in a transaction involving the purchase of 60,000,000 shares of common stock and 2,700,000 shares of Series A Convertible Preferred Stock that may convert into 270,000,000 shares of common stock, constituting approximately 98% of the Company's issued and outstanding common shares and 100% of the Company's issued and outstanding Series A Convertible preferred shares from Ms. Chen. The Bruce A Cassidy 2013 Irrevocable Trust paid \$250,000 in connection with the transaction to acquire control of the Company. The transaction was consummated pursuant to the terms and conditions set forth in the Stock Purchase Agreement dated November 20, 2019 which is included in this Form 8-K as Exhibit 99.2 (the "Stock Purchase Agreement"). As a result of the gift and sale there was a change of control of the Company.

There is no family relationship or other relationship between Mr. Fu, Ms. Chen and Mr. Cassidy.

In connection with the sale, pursuant to the Stock Purchase Agreement, Mr. Fu, as the sole director of the Company, agreed to (a) increase the number of directors on the Board of Directors of the Company (the "Board") from one (1) to two (2), and appoint Mr. Cassidy as a director of the Company, effective at 5:00 pm on November 20, 2019; (b) resign as the sole officer of the Company, effective at 5:00 pm on November 20, 2019; and (c) appoint Roger Tichenor as the sole officer of the Company, effective at 5:01 pm on November 20, 2019. As a result thereof, Mr. Fu and Mr. Cassidy are the directors of the Company, and Mr. Tichenor is the Chief Executive Officer, Principal Executive Officer, Chief Financial Officer, Principal Financial Officer and Principal Accounting Officer of the Company.

Other than as described below, there are no arrangements or understandings among both the former and new control persons and their associates with respect to the election of directors of the Company or other matters.

As required to be disclosed by Regulation S-K Item 403(c), there are no arrangements, known to the Company, including any pledge by any person of securities of the Company or any of its parents, the operation of which may at a subsequent date result in a change in control of the Company.

The information set forth in Item 5.02 of this Form 8-K is incorporated by reference into this Item 5.01.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Pursuant to the terms of the Stock Purchase Agreement, Mr. Fu resigned his positions as the Company's Chief Executive Officer, Principal Executive Officer, Chief Financial Officer, Principal Financial Officer and Principal Accounting Officer, effective at 5:00 pm on November 20, 2019. His resignation was not the result of any dispute or disagreement with the Company.

Pursuant to the terms of the Stock Purchase Agreement, Bruce A Cassidy, Sr. was elected to fill a newly created directorship on the Board, effective at 5:00 pm on November 20, 2019. Mr. Cassidy will serve on the Board until his successor shall be duly elected and qualified, or until his earlier resignation or removal in accordance with the Corporation's Bylaws.

The Company does not have separate committees of the Board.

Pursuant to the terms of the Stock Purchase Agreement, Roger Tichenor was appointed to fill the officer positions of Chief Executive Officer, Principal Executive Officer, Chief Financial Officer, Principal Financial Officer and Principal Accounting Officer of the Company, effective at 5:01 pm on November 20, 2019. Mr. Tichenor was appointed to serve in such positions until his successor shall be duly appointed and qualified, or until his earlier resignation or removal in accordance with the Corporation's Bylaws.

Biographies

Roger Tichenor; *Chief Executive Officer, Principal Executive Officer, Chief Financial Officer, Principal Financial Officer and Principal Accounting Officer; Age 56*: Roger Tichenor has over 30 years of investment and management experience. From 1985 to 1994 Roger was a registered stockbroker and a licensed commodity trader with Republic Securities, a company based out of Chicago, IL. From 1994 to 2004 he was the president of Phoenix Capital Inc., a firm that consulted with public and private companies. In 2004 he became the Managing Director of Private Equity Fund, Phoenix Capital Opportunity Fund. From 2010 to present day, Roger became a private investor in a number of different areas ranging from Real Estate to hard money lending.

Bruce A Cassidy, Sr.; *Director; Age 69*: Bruce A Cassidy, Sr. was Founder and CEO of Excel Mining Systems (EMS) a manufacturer of roof support systems for the mining industry located in Bowerston, Ohio. Bruce served as Chief Executive Officer of EMS from 1991 until its sale in 2007 to Orica Mining Services ("Orica"), an Australian-based company. In 2008, Mr. Cassidy became President and Chief Executive Officer of Minova North & South Americas, a subsidiary of Orica, and served in that position until his retirement in December 2009. Since the sale of his company, Bruce has spent his time investing in, operating, and serving as a board member for various companies in multiple industries. He was the founding investor and served on the board of Ohio Legacy Corp which owned Premier Bank and Trust for over seven years. Bruce currently owns and operates The Concession Golf Club in Sarasota FL and continues to own and serve on the board of several operating business entities, including: Selinsky Force, located in Canton OH; CelebYou, located in Sarasota FL; Sarasota Green Group, located in Sarasota FL; Segmint, located in Akron OH; and several others.

There is no family relationship between Mr. Tichenor and Mr. Cassidy.

Compensation of Officers and Directors

There are no agreements to compensate any of the officers or directors for their services.

The Company has not adopted any retirement, pension, profit sharing, stock option or insurance programs or other similar programs for the benefit of the officers or directors.

There are no compensatory plans or arrangements, including payments to be received from the Company, with respect to any former officers or directors which would in any way result in payments to any such person because of his or her resignation, retirement or other termination of such person's services with the Company, or any change in control of the Company, or a change in the person's responsibilities following a change in control of the Company.

Except for the Promissory Note described in Item 2.03 above, and the ownership of the Company's securities, neither the newly elected director or officer, nor any member of the immediate family of such person, have, to the knowledge of the Company, had a material interest, direct or indirect, since the beginning of the Company's last fiscal year, in any transaction or proposed transaction which may materially affect the Company.

The information set forth in Items 2.03 and 5.01 of this Form 8-K is incorporated by reference into this Item 5.02.

SECTION 9 - FINANCIAL STATEMENTS AND EXHIBITS

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
<u>99.1</u>	Promissory Note dated November 20, 2019 made by Interlink Plus, Inc.
<u>99.2</u>	Stock Purchase Agreement dated as of November 20, 2019.

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 25, 2019

INTERLINK PLUS, INC.

By: /s/ Roger Tichenor
Roger Tichenor, CEO

PROMISSORY NOTE

U.S. \$180,000

Las Vegas, Nevada
November 20, 2019

The undersigned, Interlink Plus, Inc., a corporation organized under the laws of Nevada (the "**Company**"), hereby promises to pay to the order of BRUCE A CASSIDY 2013 IRREVOCABLE TRUST (together with its successors and assigns, the "**Holder**"), the principal sum of One Hundred Eighty Thousand and no/100 (\$180,000) United States Dollars, together with simple interest from the date hereof on the unpaid balance thereof at the rate of 10% per annum no later than May 20, 2020 (the "Maturity Date").

Interest shall be computed on the basis of a 365-day year or 366-day year as applicable and actual days lapsed. The Company shall have the privilege of prepaying the principal under this Demand Promissory Note (this "**Note**") in whole or in part, without penalty or premium at any time. All payments hereunder shall be applied first to interest, then to principal. All interest due and payable hereunder shall be cumulated and accrue interest at the rate hereunder.

Payments due hereunder are to be made by wire transfer to such bank account of the Holder as the Holder may from time to time designate, in lawful money of the United States of America. Payments may also be made by company check to Holder.

This Note and all amounts outstanding shall immediately and automatically mature and become due and payable, without presentment, demand, protest or notice, all of which are hereby waived, in the event that the Company files a voluntary petition in bankruptcy or an involuntary petition is filed against it and not dismissed within ten days.

Neither this Note nor any term hereof may be amended or waived orally or in writing, except that any term of this Note may be amended and the observance of any term of this Note may be waived (either generally or in a particular instance and either retroactively or prospectively) with (but only with) the written consent of the Company and the Holder. This Note shall inure to the benefit of the Holder of this Note and the Company and their respective successors and assigns and be binding upon the Holder of this Note and the Company and their respective successors and assigns.

The Holder may sell; transfer, assign, encumber or otherwise dispose of this Note in whole or in part, other than as may be prohibited by applicable law.

This Note is governed by and shall be construed and enforced in accordance with the laws of the State of Nevada for contracts made and wholly performed within that state and shall be construed as if drafted equally by the Company and the Holder. The Company hereby submits to the exclusive personal jurisdiction of the courts of the State of Nevada and the federal courts of the United States sitting in Clark County, and any appellate court from any such state or federal court.

No failure or delay on the part of the Holder in exercising any power or right hereunder, and no course of dealing between the Company and the Holder of this Note, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

Should any provision of this Note be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Note, and the parties hereto agree that any provision of this Note so held to be invalid, unenforceable or void will be deemed to have been stricken herefrom and the remainder will have the same force and effectiveness as if such provision had never been included herein, provided, however the parties hereto shall use their best efforts to replace the provision so deemed to have been stricken herefrom with a provision that the parties reasonably believe to be valid and enforceable and which has a substantially identical economic and legal effect as the provision so deemed to have been stricken herefrom.

The Company acknowledges and represents, warrants and covenants to the Holder that the principal amount of this Note shall be used exclusively for the following purposes, and in this order: (i) payoff in full of the Demand Promissory Note dated June 15, 2018 between Year Champion Limited and the Company; (ii) payoff in full of the 10% Convertible Promissory Note dated April 25, 2016 between Desert Skyline Resources, LLC and the Company; (iii) payoff in full of the 10% Convertible Promissory Note dated July 15, 2016 between Desert Skyline Resources, LLC and the Company; (iv) pay for services provided by the Company's accountant and transfer agent; and (v) any remaining funds are for working capital purposes.

IN WITNESS WHEREOF, the Company has caused this Note to be made, executed and delivered by its duly authorized officer as of the day and year first written above.

INTERLINK PLUS, INC.

By: /s/ Duan Fu
Name: Duan Fu
Title: President and Director

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement"), is made as of November 20, 2019, by and between Zixiao Chen (the "Seller") and Bruce A Cassidy 2013 Irrevocable Trust (the "Purchaser").

RECITALS

WHEREAS, the Seller is the owner of 62,000,000 shares of common stock and 2,700,000 shares of Series A Convertible Preferred Stock of Interlink Plus, Inc., a Nevada corporation (the "Company"); and

WHEREAS, the Seller proposes to sell to the Purchaser the 60,000,000 shares of common stock and 2,700,000 shares of Series A Convertible Preferred Stock of the Company currently owned by the Seller (collectively, the "Purchased Shares"), on the terms set forth herein.

In consideration of the premises, representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE

1.1 The Seller hereby agrees to sell, assign, transfer and deliver to the Purchaser, and the Purchaser hereby agrees to purchase from the Seller, the Purchased Shares at a purchase price of \$250,000 USD (the "Purchase Price").

1.2 The closing of the purchase and sale of the Purchased Shares (the "Closing") shall take place on no later than November 20, 2019 (the "Closing Date"), or such other date as mutually agreed to by the parties hereto.

1.3 Upon Closing: (a) the Seller shall receive the Purchase Price; (b) the Company shall receive the principal amount of \$180,000 evidenced by a promissory note executed by the Company (the "Note"); (c) the Purchaser, or its agent, shall receive: (i) the Note duly executed by the Company; (ii) a copy of the resignation of the Company's current officer; and (iii) a copy of the resolutions of the Company's Board of Directors appointing Purchaser's designee(s) as an officer and director of the Company; and (d) the Company's transfer agent shall receive stock certificates representing the Purchased Shares (duly endorsed to the Purchaser with medallion guarantees, notarization and/or other similar certification acceptable to the Company's transfer agent) for transfer to the Purchaser.

2. REPRESENTATIONS AND WARRANTIES OF THE SELLER

2.1 The Seller warrants, covenants and represents to the Purchaser with the intention of inducing the Purchaser to enter into this Agreement that:

(a) immediately prior to and at the Closing, the Seller shall be the legal and beneficial owner of the Purchased Shares and on the Closing Date, the Seller shall transfer to the Purchaser the Purchased Shares free and clear of all liens, restrictions, covenants or adverse claims of any kind or character;

(b) the Seller has the legal power and authority to execute and deliver this Agreement and all other documents required to be executed and delivered by the Seller hereunder and to consummate the transaction contemplated hereby; and

(c) the Seller is, or has been during the past ninety (90) days, an officer, director, 10% or greater shareholder or "affiliate" of the Company, as that term is defined in Rule 144 promulgated under the United States Securities Act of 1933, as amended (the "Securities Act");

(d) to the best of the knowledge, information and belief of the Seller there are no circumstances that may result in any material adverse effect to the Company or the value of the Purchased Shares that are now in existence or may hereafter arise;

(e) the Seller does not now, nor will it prior to or on the Closing Date, own, either directly or indirectly, or exercise direction or control over any common shares or preferred shares of the Company other than the Purchased Shares;

(f) the authorized capital of the Company consists of 475,000,000 common shares, par value \$0.0001 per share, of which a total of 69,753,397 common shares have been validly issued, are outstanding and are fully paid and non-assessable; there are also authorized 25,000,000 preferred shares, par value \$0.0001 per share, of which 2,700,000 shares have been validly issued, are outstanding and are fully paid and non-assessable and designated as Series A Convertible Preferred Shares; no other designations of preferred stock exist; no other preferred shares are outstanding.

(g) Aside from what is contained in the Company's reports with the Securities and Exchange Commission, no person, firm or corporation has any right, agreement, warrant or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option to require the Company to issue any shares in its capital or to convert any securities of the Company or of any other company into shares in the capital of the Company;

(h) the Company does not beneficially own, directly or indirectly, shares in any other corporate entity;

(i) the Company has good and marketable title to all of its assets, and such assets are free and clear of any financial encumbrances;

(j) Duan Fu shall tender his resignation as an officer and: (i) appoint Roger Tichenor as Chief Executive Officer, Principal Executive Officer, Chief Financial Officer, Principal Financial Officer and Principal Accounting Officer; and (ii) elect Bruce Cassidy as a member of the Board of Directors of the Company, to be effective on the Closing Date;

(k) the Seller agrees to execute and deliver such other documents and to perform such other acts as shall be necessary to effectuate the purposes of this Agreement; and

(l) there are no claims threatened or against or affecting the Company nor are there any actions, suits, judgments, proceedings or investigations pending or, threatened against or affecting the Company, at law or in equity, before or by any Court, administrative agency or other tribunal or any governmental authority or any legal basis for same.

3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

3.1 The Purchaser represents and warrants to the Seller that the Purchaser:

(a) has the legal power and authority to execute and deliver this Agreement and to consummate the transactions hereby contemplated;

(b) understands and agrees that offers and sales of any of the Purchased Shares shall be made only in compliance with the registration provisions of the Securities Act or an exemption therefrom; and

(c) is acquiring the Purchased Shares as principal for its own account, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in the Purchased Shares.

4. INDEMNIFICATION

4.1 The Seller hereby agrees to indemnify and hold harmless the Purchaser and the Company against any losses, claims, damages or liabilities to which the Purchaser or the Company may become subject insofar as such losses, claims, damages or liabilities arise out of or are based upon any misrepresentation of the Seller as contained herein. Damages of the Purchaser are limited to the Purchase Price plus the principal amount of \$180,000 and any accrued and unpaid interest thereon pursuant to that certain promissory note executed by the Company in connection with the transactions contemplated by this Agreement (the "Note"). The Purchaser hereby agrees to indemnify and hold harmless the Seller and the Company against any losses, claims, damages or liabilities to which the Seller or the Company may become subject insofar as such losses, claims, damages or liabilities arise out of or are based upon any misrepresentation of the Purchaser as contained herein. Damages of the Seller are limited to the Purchase Price and damages of the Company are limited to the principal amount of the Note and any accrued and unpaid interest thereon.

5. POST-CLOSING SEC REPORTS

5.1 The Purchaser hereby agrees that it shall, subsequent to the Closing Date, file any and all necessary reports with the Securities and Exchange Commission concerning this transaction.

MISCELLANEOUS

6.1 The parties hereto acknowledge that they have obtained independent legal advice with respect to this Agreement and acknowledge that they fully understand the provisions of this Agreement.

6.2 Unless otherwise provided, all dollar amounts referred to in this Agreement are in United States dollars.

6.3 There are no representations, warranties, collateral agreements, or conditions except as herein specified.

6.4 This Agreement will be governed by and construed in accordance with the law of the State of Nevada.

6.5 The representations and warranties of the parties contained in this Agreement shall survive the Closing of the purchase and sale of the Purchased Shares and shall continue in full force and effect for a period of one year.

6.6 If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other covenant or other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable covenant or provision had never been contained in this Agreement. All other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.

6.7 This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

6.8 Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth on page one of this Agreement.

IN WITNESS WHEREOF, the Seller and the Purchaser have executed this Stock Purchase Agreement to be effective as of the day and year first above written.

SELLER:

/s/ Zixiao Chen
Zixiao Chen

PURCHASER:

Bruce A Cassidy 2013 Irrevocable Trust

By: /s/ Bruce A Cassidy
Bruce A Cassidy, as Trustee