

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): **January 31, 2020**

Interlink 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.

Item 1.01 Entry into a Material Definitive Agreement.

Sale of Assets

On February 6, Interlink Plus, Inc., a Nevada corporation (the "**Company**" or "**Interlink**"), entered into a Purchase Agreement (the "**Asset Purchase Agreement**") with Zixiao Chen ("**Buyer**") for the purchase of assets relating to the Company's two major business segments: travel agency assistance services and convention services (together, the "**Business**"). In consideration for the assets of the Business, Buyer transferred to the Company 2,000,000 shares of the Company's common stock (the "**Shares**") and agreed to assume and discharge any and all liabilities relating to the Business accruing up to the effective time of the Asset Purchase Agreement. The Shares will be retired and restored to the status of authorized and unissued shares.

Sale of Preferred Stock

The Company entered into that certain Restricted Stock Purchase Agreement dated February 5, 2020, by and between the Bruce A Cassidy 2013 Irrevocable Trust ("**Investor**") and the Company (the "**Stock Purchase Agreement**") in connection with the sale and issuance of 300,000 shares of a new class of preferred stock designated "Series B Convertible Preferred Stock" (the "**Series B Shares**"). The board of directors designated the terms and conditions of the Series B Convertible Preferred Stock in a Certificate of Designation, which the Company filed with the Nevada Secretary of State on January 31, 2020 (the "**Certificate of Designation**"), pursuant to its authority to do so without shareholder approval as set forth in the Company's articles of incorporation, as amended. The number of shares constituting the Series B Convertible Preferred Stock is 5,000,000 shares.

In consideration for issuance of the Series B Shares to Investor, Investor agreed to: (i) pay the Company \$1,000,000 in immediately payable funds; (ii) transfer to the Company 60,000,000 shares of the Company's common stock represented by stock certificate number 166, all of which will be retired and restored to the status of authorized and unissued shares; (iii) transfer to the Company 2,654,000 shares of the Company's Series A Preferred Stock represented by stock certificate 1006, all of which will be retired and restored to the status of authorized and unissued shares; and (iv) forgive debt in the amount of \$1,000,000 in principal and all accrued and unpaid interest due thereunder evidenced by a promissory note dated December 18, 2019 made jointly by Loop Media, Inc. a Delaware corporation ("**Loop**") and its then wholly-owned subsidiary ScreenPlay, Inc. (ScreenPlay was merged into Loop effective January 24, 2020).

The terms of the Series B Convertible Preferred Stock are substantially similar to those of the Series A Convertible Preferred Stock, except that in the event of the liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary, the holders of the Series B Convertible Preferred Stock then outstanding shall be entitled to receive, out of the assets of the Company available for distribution to its shareholders, an amount equal to \$1.00 per share of Series B Convertible Preferred Stock before any payment shall be made or any assets distributed to the holders of common stock or Series A Convertible Preferred Stock.

Similar to the Series A Convertible Preferred Stock, the Series B Convertible Preferred Stock is convertible at any time at the discretion of the holder thereof into shares of common stock at a conversion rate of one hundred (100) shares of common stock for every one (1) share of Series B Convertible Preferred Stock. Therefore, the Series B Shares are convertible into 30,000,000 shares of the Company's common stock. Furthermore, the holders of Series B Convertible Preferred Stock have the right to cast one hundred (100) votes for each one (1) share of Series B Convertible Preferred Stock held of record on all matters submitted to a vote of holders of the common stock, including the election of directors, and all other matters as required by law.

The foregoing summaries of the Asset Purchase Agreement, the Stock Purchase Agreement and the Certificate of Designation do not purport to be complete and are qualified in their entirety by reference to the Asset Purchase Agreement, the Stock Purchase Agreement and the Certificate of Designation, copies of which are filed as Exhibits 2.2, 10.2 and 3.1, respectively, to this Current Report on Form 8-K (this "**Report**") and incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

As previously disclosed on January 6, 2020, Interlink entered into an Agreement and Plan of Merger (the "**Merger Agreement**") by and among Interlink, Interlink's wholly owned subsidiary, Loop Media Acquisition, Inc., a Delaware corporation ("**Merger Sub**") and Loop.

Effective February 5, 2020, Merger Sub merged with and into Loop (the "**Merger**"). Loop was the surviving corporation and, as a result of the Merger, became a wholly owned subsidiary of Interlink.

Pursuant to the Merger Agreement, at the effective time of the Merger:

- Loop's outstanding 159,603,970 shares of common stock were exchanged for an aggregate of 159,603,970 shares of the Company's common stock;
- Loop's outstanding options to purchase 10,000,000 shares of common stock were exchanged for options to purchase 10,000,000 shares of the Company's common stock;
- Loop's outstanding warrants to purchase 8,326,064 shares of common stock were exchanged for warrants to purchase 8,326,064 shares of the Company's common stock (the "**Warrants**"); and.
- Loop's outstanding debt convertible into approximately 8,787,500 shares of common stock was assumed by the surviving corporation and will be amended to provide for the conversion into approximately 8,787,500 shares of the Company's common stock (the "**Convertible Debt**").

The Warrants are held by five people and are exercisable for a period of ten years from the date the original warrants to purchase common stock of Loop were issued to the holders. The Warrants provide for the purchase of shares of the Company's common stock an exercise price of \$0.5677 per share. The Warrants are exercisable either for cash or on a cashless basis. The number of shares of common stock deliverable upon exercise of the Warrants is subject to adjustment for subdivision or consolidation of shares and other standard dilutive events.

The Convertible Debt is evidenced by three separate promissory notes. Two of the promissory notes in the aggregate principal amount of \$3,000,000, dated October 31, 2019, earn interest at the annual rate of 10%. Interest accrued from October 31, 2019 through April 30, 2020 shall, at our, option, be paid in full to holder on May 1, 2020 or added to the principal balance of the note as of such date. Accrued unpaid interest is payable monthly beginning June 1, 2020 through December 1, 2020. Any outstanding principal balance and accrued unpaid interest is payable in equal monthly installments beginning January 1, 2021 until all outstanding principal balance and accrued unpaid interest is paid in full no later than December 1, 2023. The outstanding principal and accrued and unpaid interest under these two notes is convertible into shares of the Company's common stock at the conversion price of \$0.40 per share. The conversion price is subject to adjustment for subdivision or consolidation of shares and other standard dilutive events. The third promissory note in the principal amount of \$250,000 as of the effective time of the Merger, earns interest at the annual rate of 11%, and is due and payable in full no later than January 8, 2021. The outstanding principal and accrued and unpaid interest under this note is convertible into shares of the Company's common stock at the conversion price equal to the lesser of: (i) (\$0.25); and (ii) the offering price paid by unaffiliated investors for one (1) share of Interlink common stock under any planned private offering of such securities by Interlink in connection with the Merger. The conversion price is subject to adjustment for subdivision or consolidation of shares and other standard dilutive events.

Immediately following the Merger, the Company had 167,357,367 shares of common stock issued and outstanding. The pre-Merger shareholders of the Company retained an aggregate of 7,753,397 shares of outstanding common stock, representing approximately 4.6% ownership of the issued and outstanding shares of common stock of the post-Merger Company. Upon conversion of the Company's 346,000 outstanding shares of preferred stock on a 1 to 100 basis, the pre-Merger shareholders of the Company retained an aggregate of 42,353,397 shares of common stock, representing approximately 21% ownership of the post-Merger Company. Therefore, upon consummation of the Merger, there was a change in control of the Company, with the former owners of Loop effectively acquiring control of the Company.

The Merger was treated as a recapitalization and reverse acquisition of the Company for financial accounting purposes. Loop is considered the acquirer for accounting purposes, and the Company's historical financial statements before the Merger have been replaced with the historical financial statements of Loop before the Merger in future filings with the SEC.

The parties intend for the Merger to qualify as a tax-free exchange under Section 351 of the Internal Revenue Code of 1986, as amended.

The foregoing summaries of the Merger Agreement and the Warrants do not purport to be complete and are qualified in their entirety by reference to the Merger Agreement, form of Warrants and the Convertible Debt, copies of which are filed as Exhibits 2.1, 4.1 and 4.2 to this Report and incorporated herein by reference.

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

The information set forth in Items 1.01 and 2.01 and 3.02 above and in Items 5.01 and 5.03 below is incorporated by reference into this Item 3.03.

Item 3.02 Unregistered Sales of Equity Securities.

Merger Consideration

The issuance of the Merger Shares, the Options, the Warrants and the Convertible Debt in connection with the Merger are exempt from registration under Section 4(a)(2), Regulation S, Rule 506 of Regulation D and Rule 701 as promulgated by the SEC under of the Securities Act of 1933, as amended (the "**Securities Act**"), as transactions by an issuer not involving any public offering, based on the Company's belief that the issuance of such securities did not involve a public offering, there were fewer than 35 "non-accredited" investors, all of whom, either alone or through a purchaser representative, had such knowledge and experience in financial and business matters so that each was capable of evaluating the risks of the investment and/or were located outside the United States.

Sale of Preferred Stock

The offers, sales and issuances of the Series B Shares were deemed to be exempt from registration under the Securities Act in reliance on Section 4(a)(2) of the Securities Act as transactions by an issuer not involving a public offering. The recipient of the Series B Shares acquired the securities for investment only and not with a view to or for sale in connection with any distribution thereof and represented to us that they could bear the risks of the investment and could hold the securities for an indefinite period of time, and appropriate legends were affixed to the securities issued in these transactions. The recipient of the Series B Shares also represented to us in connection with its purchase that it was an accredited investor within the meaning of Rule 501 of Regulation D under the Securities Act.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in Items 1.01 and 2.01 above is incorporated by reference into this Item 3.03.

Item 5.01 Change in Control of Registrant.

The information set forth in Item 2.01 above and in Item 5.02 below 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.

At the effective time of the Merger, Mr Jon Niermann was appointed to fill the vacancy on the board of directors of the Company until his successor shall be duly elected and qualified, or until his earlier resignation or removal in accordance with the Company's Bylaws.

At the effective time of the Merger, Mr. Roger Tichenor resigned from all his officer positions with the Company and the following officers were appointed by the board of directors of the Company to serve in such capacities until their respective successors are duly appointed and qualified, or until their earlier resignations or removals in accordance with the Company's Bylaws:

<u>Name</u>	<u>Office</u>
Jon Niermann	Chief Executive Officer Principal Executive Officer President
James Cerna	Chief Financial Officer Principal Financial Officer Principal Accounting Officer Secretary Treasurer

Biographical information concerning Mr. Niermann and Mr. Cerna is as follows:

Jon Niermann; Age 54: Mr. Niermann has been the President and CEO of Loop Media, Inc. since he co-founded it in 2016. Mr. Niermann has more than 30 years of media, entertainment and tech industry experience. Mr. Niermann's career began with 15 years at The Walt Disney Company that saw him rise from a marketing representative for the Disney Channel to Managing Director of Walt Disney International, Asia-Pacific, where he managed teams and offices across the region. Following a successful run with Disney, Niermann spent seven years as President, Electronic Arts Asia, where he helped convert the company's business model from packaged goods distribution to a digital download online business. During his time with EA Asia, his team created the company's first mobile games business as well as their first online gaming platform with FIFA Online in Korea and further enriched his cultural and business understanding of the Asia Pacific region. Mr. Niermann left the corporate world after 22 years to start his own company, FarWest Entertainment. FarWest's objective was to bridge Asia's entertainment landscape with the rest of the world via English-language pan-Asian original productions like *Asia Uncut* on Fox's Star World network, the region's only late night English talk show which he hosted and won the Asian Television Award for Best Entertainment Host after his first year. Mr. Niermann and FarWest also helped launch *Asia Pop 40*, the region's only weekly top music chart countdown show. *Asia Pop 40* launched in Singapore in 2013 and now has over 100 markets. After 15 years of living in Hong Kong, Shanghai, Singapore and Tokyo, Mr. Niermann, his wife and three children moved back to California where he co-founded Loop Media in 2016. Mr. Niermann attended The University of Denver for his BSBA degree and received his MBA from UCLA's Anderson School of Business. He has been a member of YPO since 2003, has served on board at the Center for Global Management at UCLA's Anderson School since 2010 and recently joined the advisory board of the Los Angeles Sports and Entertainment Commission.

James J Cerna Jr.; Age 51: Mr. Cerna brings 30 years' experience in public companies and over 20 years in the C-suite. Most recently he was CEO of FogChain Inc., a publicly traded software company headquartered in the Silicon Valley. From 2014 to 2017 he was CEO and CFO of SauceLabs Inc, one of the largest software testing companies in the world. He served as the President and Chief Executive Officer of Armada Oil, Inc. until the closing of the Armada business combination with Mesa Energy, Inc. in March of 2013, at which time he became President of Armada Oil, Inc. From May 2006 to May 2009, Mr. Cerna served as Chairman of the Board of Lucas Energy, Inc. (NYSE: LEI), and was also CEO and President thereof from May 2006 until September 2008. From 2004 to 2006, Mr. Cerna was President and CEO of the privately held Lucas Energy Resources. He was the founder and CEO of NetCurrents, Inc., (NASDAQ: NTCS), an early ASP modeled BI organization that focused on Internet information monitoring and analysis from 1998-2001.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On January 31, 2020, the Company filed the Certificate of Designation which sets forth the rights, preferences, restrictions and other matters relating to the Series B Shares.

As set forth above, the Merger will be treated as a reverse merger for accounting purposes under U.S. generally accepted accounting principles. The Company has elected to change its fiscal year from June 30 to December 31 following the Merger.

To the extent required by Item 5.03 of Form 8-K, the information contained in Items 1.01, 2.01 and Item 3.03 above is incorporated by reference into this Item 5.03.

Item 7.01 Regulation FD Disclosure.

On February 6, 2020, the Company and Loop issued a joint press release announcing consummation of the Merger. A copy of the joint press release is attached hereto as Exhibit 99.1.

The information in this Report furnished pursuant to Item 7.01 and the press release included as Exhibit 99.1 of Item 9.01 shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section. This information shall not be incorporated by reference into any registration statement pursuant to the Securities Act. The furnishing of the information in this Report is not intended to, and does not, constitute a representation that such furnishing is required by Regulation FD or that the information contained in this Report constitutes material investor information that is not otherwise publicly available.

Item 8.01. Other Events.

As described earlier in this Report, following the effective time of the Merger and the sale of the Business, Loop, the Company's wholly-owned subsidiary, will continue its pre-Merger business and operations. Information regarding Loop's historic business is set forth below. For purposes of this Item 8.01, references to "we," "us," and "our" refer to Interlink Plus, Inc. and its direct and indirect subsidiaries on a consolidated:

Market and Industry Data

Information included in this Report relating to our industry, industry size, share of industry sales, industry position, industry capacities, industry demand, growth rates, and other industry data consists of estimates based on Reports compiled by professional third-party organizations and analysts, data from external sources, our knowledge of our sales and the industry in which we operate, and our own calculations based on such information. While we have compiled, extracted and reproduced industry data from external sources, including third-party, industry or general publications, we have not independently verified the data. Similarly, while we believe our management estimates to be reasonable, they have not been verified by any independent sources. Forecasts and other forward-looking information with respect to industry and ranking are subject to the same qualifications and additional uncertainties regarding the other forward-looking statements in this Report.

Among others, we refer to estimates compiled by the following industry sources:

- comScore, Inc., or comScore, an agency that measures audiences, advertising, and consumer behavior;
- The Recording Industry Association of America (RIAA), an organization that conducts consumer, industry, and technical research;
- Billboard, a trade publication devoted to music news;
- International Federation of the Phonographic Industry (IFPI), a group which releases an annual Global Music Report shedding light on trends in the industry;
- Alpha Data (formerly, but commonly known as BuzzAngle Music), a music analytics firm which provides statistics for the music industry, including record sales and music streaming;
- Statista.com, or Statista, a business analytics platform.

Overview

Our mission is to deliver an engaging premium short-form video experience linking out-of-home with in-home via a continuous loop of curated and personalized social viewing experiences.

When we formed Loop in May 2016, the music video industry was dominated by one music video company (Vevo, which was initially formed by two of the major labels) and its partner YouTube. User Generated video choices were also available. People were watching music videos online, but the market needed an alternative to YouTube, a better way to deliver content, and a legal, simpler way to view videos. We set out to create a product

that provided a better way for both artists and consumers to benefit from the digital transformation of the music video industry. Loop was founded on the belief that we could offer a better consumer experience for viewing music videos.

We have one of the largest music video libraries available. The foundation of our company was built around "OOH" (or Out-of-Home) servicing: providing licensed music videos to public venues. Our premium service, or Premium Service, provides subscribers with unlimited, high-quality streaming access to our full catalog. The Premium Service offers a commercial-free music experience with several interactive search and social media features that the market is lacking right now.

Our upcoming ad-supported service, or Ad-Supported Service, has no subscription fees and will provide users with limited on-demand online access to a vast library through dozens of our curated lists that we produce and update on a regular basis. Our business to business, or B2B, music video service has been supporting the hospitality and retail industries with music video services for about 20 years, originally under the company Screenplay, Inc. which we acquired in 2018.

We anticipate our users will be highly engaged and we have programmed in many features to our services to make sure they stay engaged. We will monetize our service through both subscriptions and advertising. We have two distinct service offerings: our B2B music video service and our Direct to Consumer, or D2C, music video service. Although they live independently, they thrive together. Our B2B service is targeted at commercial outlets throughout North America. With this service we build tools to assist our clients in programming their in-store monitors and audio systems. Our service allows our B2B clients to create the perfect in-venue environment for their business and is already distributed to thousands of venues directly by Loop or via third party distributors.

An upcoming feature will allow us to engage customers while they are at one of our venues through social media applications and on-screen identification. The goal is to get the customer to download our D2C application which will allow them the opportunity to influence what is playing on select screens while in the venue (at the venue's discretion). Using the D2C application the user will be able to access a large variety of playlists in the free advertising supported version of the application. Premium Service subscribers will be able to access even more content and features in the paid version of our application. If user engagement declines or if we fail to continue to grow our Ad-Supported user base or Premium Service subscriber base, our revenue growth will be negatively impacted.

Our Market and Industry

The Global streaming music industry, led by giants Spotify and YouTube, reached over 1 billion users in 2019 and is predicted to show 6% growth each year between 2020 and 2024 ([Statista.com](#)). With a Global penetration rate of 13.9% that is expected to reach 15% by 2021, this growth is led by a US Market with a penetration rate of over 40%. With Spotify reaching a milestone of 110 million users in 2019 (they nearly doubled between early 2017 and 2019), users' love of on-demand streaming has grown in tandem with the company's expansion.

- Videos are king: 2019 Worldwide on-demand streams hit over 5 trillion, with video streams doubling those of audio streams and audio plus video reaching 1.72 trillion and 3.4 trillion respectively ([BuzzAngleMusic](#)). The IFPI Global Music Report found that consumers spend about 3.5 hours per week listening to music via video streaming - the equivalent to about 70 3-minute music videos. While overall streaming was up 29.3% from 2018, on-demand video streams earned a bigger uptick (40.7%) more than on-demand audio streams, which rose 23.8%. Those video streams account for 52% of on-demand music streaming globally, with 47% taking place on YouTube ([Billboard](#)). It's also important to note that, of the 30 most-viewed YouTube videos of all time, 28 of them are music videos.
- On-demand streaming drives overall growth: On-Demand Streams in 2019 accounted for 85% of all music consumption in the United States - that's a 7.6 point jump from 2018 (77%) ([BuzzAngleMusic](#)). The highest rate of growth for use of streaming services is in the 35-64 age group. 54% of 35-64 year olds used a music streaming service in the past month.

- Paid subscribers drive spending: The IFPI Global Music Report found that 52% of 16-24 year olds used paid streaming in the last month (highest amongst all age brackets, with 63% of them having used an audio streaming service in the last day).
- Music streaming is increasingly mobile: IFPI found that 27% of the Global share of music listening is done on a smartphone, but almost half amongst 16-24 year olds, suggesting an importance for any streaming platform to be mobile-ready.
- Digital signage is a powerful promotional tool: The digital signage market is expected to grow globally from USD 18.55 billion in 2019 to USD 31.71 billion by 2025, at a CAGR of 8%. Moving forward, North America is estimated to dominate the signage market over the forecast period, owing to the presence of major vendors in the United States and also due to early adoption of and advancements in technology. Furthermore, the advancements in display technology are also likely to drive the market. Asia Pacific is anticipated to overtake Europe, in terms of market share, by 2024, mainly owing to the growing awareness regarding benefits of digital signage. In 2018, the retail sector accounted for the maximum market share.

Loop is one of the Largest In-Venue providers of Music Videos

Loop has transformed the way venues throughout the world program the audio and video within their venues. At the core of our business is a philosophy rooted deeply in the customer experience. Our mission is to ensure a pitch-perfect audio-visual environment for the spaces we service. With usage rights to one of the largest music video catalogs in the world, Loop is uniquely positioned to continue to lead the industry with music video services.

Today, millions of people around the world view our playlists in hospitality and retail venues through the Loop B2B service. For 20 years we have been providing music videos to retail and hospitality venues throughout the United States and, in a limited manner, throughout the world. The major labels have provided very few music video licenses to companies in the retail and hospitality market, and we are the largest company in our category. However, there is still a lot of growth available in this market. Capital investment in equipment has been a major barrier to entry for many venues. To address this issue Loop has recently released our Loop Player, bringing the cost of specialty equipment down by over 80%. Now even the smallest of coffee shops can afford the Loop service. The new Loop Player will also be the key to gaining entry into franchise and chain store business who want a lightweight, interactive solution for their expanding A/V needs.

With the introduction of our D2C service we will be able to take the programing and music video management experience we have developed in our B2B service to the under-served consumer market. Although there are other avenues to watch individual music videos on-line, there is a shortage of professionally produced music video programs available. We are transforming the music video industry by allowing users to move from a "transaction-based" experience of viewing music video to an "access-based" model which allows users to stream individual music videos on demand. In addition to being able to play individual music videos, users of our premium version will also be able to program their own playlists in ways that have never before been available to the general public. Even our advertising-enabled free service will be revolutionary in the way that brings dozens of professionally produced video programs to the market at no cost to the viewer.

Loop - Building a B2B and D2C Market

Loop has created a platform where users can access the best short form content wherever and whenever they are. Through our business solutions, Loop is servicing a broad swath of commercial establishments with hand-curated playlists and aggregated short-form content, including movie trailers, sports highlights and viral videos. We help create the perfect environment for customers in a broad variety of establishments, primarily focusing on bars, gyms and restaurants, but rapidly expanding to other sectors.

In launching our mobile application, we will be meeting the next generation where they discover content - on their phones. Our beautifully curated platform makes finding new music a simple and exciting process for users. By creating a tie-in experience with venues - live Loops - we are also closing the circuit and uniting artists, venues and consumers in a single, unified ecosystem.

We are focused on enabling the best of breed platform of music videos for our users through our range of products and services.

Benefits for users of B2B Streaming Application:

- Proprietary hardware: Customers can purchase Loop player which comes with an expanded local memory. The Loop player has more memory for offline caching and provides a failsafe in the event of loss of internet. The B2B streaming player is also equipped with a wide range of direct inputs for various A/V setups including audio and stereo outputs, ethernet plugin, USB 2, USB 3, HDMI, SD input and Bluetooth.
- Playlists built for businesses: We offer a curated experience designed to meet the specific needs of commercial venues. Our playlists are all between 5-10 hours long to prevent repeats and are pre-screened for content that may not be appropriate for businesses (including content that might disrupt the auditory flow of a business, inappropriate imagery, etc.).
- Corporate control: We understand that our standards might be different than those of business owners, so we've given B2B users the ability to control what content their patrons see. Business owners can filter out content based on ratings or explicit language, and even control which genres to exclude from their programming. Business owners can also use our scheduling function to play specific playlists that highlight the natural rhythms of their businesses (Everything from Happy Hour to Ladies Night).
- Digital signage: We help businesses improve their bottom line by pairing engaging visuals with signage advertising food and beverage specials, events and more. We've seen businesses improve sales on specialty drink items by almost 2.5 times the system average using our digital signage packages.
- Alternate content streams: In addition to our main music video offerings, we also provide viral video content, movie trailers and highlights for sports fans. This allows our customers to tailor content depending on the specific zone, time of day and any other unique circumstances.
- Unique customer engagement: Future releases will allow mobile app users to interact with the content on public screens, taking into account their unique preferences and giving them another platform for social engagement via comments and shout outs. We have engineered an experience for consumers that deepens their connection with traditional retail spaces, forging valuable connections for businesses trying to get an edge in a competitive space.

Benefits for Users of Mobile Consumer App:

- A curated, human experience: Our content team is fervently devoted to building playlists for any situation. We've created over 200 playlists from every major genre and for every mood. While we favor new music, users will find old classics on our lists as well.
- Discovery: We sift through dozens of videos every day on the hunt for great content from both new and established artists. While we receive videos from all 3 major labels, our independent status allows us to display any artists we feel are creating compelling art. We frequently showcase independent artists on our playlists to help consumers find their new favorite video. In an increasingly fractured media landscape, we are committed to using preferences and user data paired with our human curation to find the superstars our users might not have heard already.
- Connection: A signature feature of our app is the Loop: a 24/7 live channel of videos where users can comment, leave videos shoutouts and influence what plays next. Combining both the thrill of live streaming, the comments section of traditional social media and tangible connection to physical venues, Loops are a completely new way to experience music videos. Traditional businesses can create a Loop and broadcast what is playing at their venue. Artists can share their favorite music with fans and pop in from time to time with a shoutout. Users can experience new videos with their friends or alongside popular influencers. The connections that we are enabling with Loop are both familiar and exciting - a perfect blend of new technology and much of what has already made other social networks massively successful.

Benefits for Creators

Loop provides a large platform for creators and artists to connect with existing fans and to be discovered by new fans.

- **Discovery:** with thousands of tracks being uploaded to DSPs and 300 hours of content being uploaded to YouTube every minute, it is difficult even for established artists to cut through the noise. Loop's platform is built specifically for music videos, and our team works endlessly to help surface artists that we believe deserve a breakthrough.
- **Analytics:** We can provide numerous analytics for artists including streaming counts, the number of real-time users on a Loop, song performance data, playlist placements and information about public performance in venues all over the country.
- **A new form of fan interaction:** artists' Loops are an incredible way for musicians to showcase the songs to which they are listening, but they also offer artists the opportunity to have a live, face-to-face interaction with fans via shoutouts. This can be a great way to hear from fans about potential collaborators, to get feedback on a new song, or to premier new music.

Our Business Model

We offer premium and free music video plans for business owners as well as a free mobile streaming app for iOS. Our B2B clientele is clustered in the bar and restaurant industries, but we service clients in health & fitness, hospitality and even the military. The synergistic relationship between our mobile and B2B streaming applications will allow the growth in our business subscriptions to fuel expansion and adoption of our mobile streaming application by exposing potential users to our application in retail spaces. Premium B2B subscribers can enjoy longer playlists and create their own custom mixes by importing Spotify playlists.

We've added additional content streams to provide our customers with supplementary content including movie trailers, collegiate and professional sports highlights and viral videos. These provide complementary income streams to our core music video offering. We plan to add additional content pieces via strategic partnerships as well as some smaller original productions such as hosted countdown or chart shows with Loop VJ's; while some competitors have focused on so-called "background entertainment" including slow moving scenery and shoegaze visuals, we have worked to identify, secure and provide short form content for an engaged consumer and continue to look for other high quality premium short-form content that works well in a public screen experience. Other such content could include news aggregation, extreme sports clips or short-form stand up comedy clips.

Digital signage and advertising packages round out a third income stream. At present, we allow business owners to customize their digital signage and display as an overlay or as a ticker scrolling across the bottom. This is one of our most valuable and lucrative packages for business owners, as it allows them to pair compelling visuals with messaging about their products.

Future Developments

Loop will invest in further development and technological enhancements. In addition, while we will not spend major amounts on original content, we will produce some affordable and appealing content unique to our platform that would work for both B2B and D2C.

Loop also plans to focus intently on the university market via on-campus venues, nearby venues and to students directly. We are capable of creating customized playlists and offerings of music videos and local sports highlights and campus happenings via our digital signage offerings to create customized campus loops (i.e. The Stanford Loop, The University of Illinois Loop, Duke Loop, etc.). This will allow deep localized experiences that result in loyal users of the app as well as engaged venues on and near campus with more relevant and appealing content on their screens.

Our Growth Strategies

We believe we can grow our business in several areas, including:

- Expanding our B2B Distribution via aggressive pricing, reliable small "Plug N Play" hardware and appealing content
- Using that B2B exposure to market to and attract app downloads for our D2C offering
- Expansion into international territories starting with Canada and Latin America then to other countries and continents over 2020-2022
- Introducing a new linear OTT/CTV (Over the Top/Connected TV) offering featuring a multitude of 24/7 music video channels and another channel featuring movie trailers
- Potential M&A opportunities of related companies

Certain Risks Associated with our Business and of Owning the Our Common Stock

Our business and owning our common stock are subject to numerous risks and uncertainties, including, but are not limited to, the following:

- your ability to sell your common shares at or above the price you bought them for due to (i) our listing not having the same safeguards as an underwritten initial public offering, which may result in the public price of our common shares being volatile and declining significantly upon listing, or (ii) the failure of an active, liquid, and orderly market for our common shares to develop or be sustained;
- our ability to attract prospective business and users and to retain existing business and users;
- our dependence upon third-party licenses for video recordings and musical compositions;
- our ability to comply with the many complex license agreements to which we are a party;
- our ability to generate enough revenue to be profitable or to generate positive cash flow on a sustained basis;
- our lack of control over the providers of our content and their effect on our access to music videos and other content;
- our ability to accurately estimate the amounts payable under our license agreements;
- the limitations on our operating flexibility due to the minimum guarantees required under certain of our license agreements;
- our ability to obtain accurate and comprehensive information about music compositions in order to obtain necessary licenses or perform obligations under our existing license agreements;
- potential breaches of our security systems; and
- assertions by third parties of infringement or other violations by us of their intellectual property rights;

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The Company intends to file the financial statements of Loop Media required by Item 9.01(a) as part of an amendment to this Report no later than 71 calendar days after the required filing date for this Report.

(b) Pro Forma Financial Information.

The Company intends to file the pro forma financial information required by Item 9.01(b) as part of an amendment to this Report no later than 71 days after the required filing date for this Report.

(d) Exhibits.

Exhibit Number	Description
2.1	Agreement and Plan of Merger by and between Interlink Plus, Inc., Loop Media Acquisition, Inc. and Loop Media, Inc. dated January 3, 2020 (Filed with the SEC on January 6, 2020, as Exhibit 2.1 to the Company's Current Report on Form 8-K, dated January 3, 2020, which exhibit is incorporated herein by reference).
2.2	Purchase Agreement by and between Interlink Plus, Inc. and Zixiao Chen, dated February 6, 2020.
3.1	Certificate of Designation of Interlink Plus, Inc. for Series A Convertible Preferred Stock
4.1	Form of Warrant
4.2	Form of First Amended and Restated Convertible Promissory Note
10.1	Restricted Stock Purchase Agreement by and between Interlink Plus, Inc. and Bruce A Cassidy 2013 Irrevocable Trust, dated February 5, 2020.
99.1	Press Release of Interlink Plus, Inc. dated February 6, 2020

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: February 6, 2020

INTERLINK PLUS, INC.

By: /s/ Jon Niermann

Jon Niermann, CEO

EXHIBIT INDEX

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**"), dated as of February 6, 2020, is entered into between Interlink Plus, Inc., a Nevada corporation ("**Seller**") and Zixiao Chen ("**Buyer**").

RE C I T A L S:

WHEREAS, Seller's business consist of two major segments: travel agency assistance services and convention services (together, the "**Business**"); and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the rights of Seller to the Purchased Assets (as defined herein), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
PURCHASE AND SALE**

Section 1.01 Purchase of Assets. Buyer hereby purchases from Seller all of Seller's right, title and interest in, to and under all of the tangible and intangible assets owned, used or held for use by Seller that are related to the Business, including, but not limited to, the assets described on the attached Exhibit A (the "**Purchased Assets**"), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**"); provided, however, the parties agree that the Purchased Assets do not include those certain assets described on the attached Exhibit B (the "**Excluded Assets**"). Notwithstanding the above, Buyer shall have the sole and exclusive right, for a period of six months after the Closing Date (as defined below), to acquire each of the Excluded Assets for no additional consideration, if Seller ceases to use any such assets during such six-month period.

Section 1.02 Assumption of Liabilities. Buyer hereby assumes from Seller and agrees to pay, defend, discharge and perform as and when due any and all liabilities accruing up to the Effective Time (as defined below), and arising out of or relating to the Assets or the Business, including, but not limited to, the liabilities described on the attached Exhibit C (the "**Assumed Liabilities**").

Section 1.03 Amount and Form of Consideration. In consideration for the Purchased Assets, Buyer agrees to transfer to Seller 2,000,000 shares of Seller's Common Stock, par value (\$0.0001) per share (the "**Shares**") and discharge the Assumed Liabilities (the "**Purchase Price**"). The Purchase Price shall be paid as provided in Section 2.03(b).

Section 1.04 Allocation of Purchase Price. Seller and Buyer agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax and financial accounting) as agreed by their respective accountants, negotiating in good faith on their behalf. Buyer and Seller shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation.

**ARTICLE II
CLOSING**

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place on the date of this Agreement first set forth above (the "**Closing Date**"). The consummation of the transactions contemplated by this Agreement shall be deemed to occur and be effective at 12:01 a.m. PST on the Closing Date (the "**Effective Time**").

Section 2.02 Bill of Sale; Assignment and Assumption Agreement. Seller and Buyer hereby confirm that this Agreement, including the Exhibits attached hereto, shall be sufficient as a bill of sale in respect of the Purchased Assets, as an assignment of the Intellectual Property (as defined in Section 3.04(a) below) included in the

Purchased Assets and as an assignment and assumption of the Assumed Liabilities; provided, however, that if, as and when required, or reasonably requested by either party hereto, the parties shall execute and deliver such supplemental agreements, instruments, and other documents as may be necessary or appropriate in order to give effect to the transfer of the Purchased Assets and assumption of the Assumed Liabilities to Buyer, including the assignment of the Intellectual Property to Buyer.

Section 2.03 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer: (i) the Purchased Assets; (ii) the Assumed Liabilities; and (iii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) At the Closing, Buyer shall deliver to Seller, or Seller's corporate counsel, stock certificate(s) representing the Shares (duly endorsed to Seller with medallion guarantees, notarization and/or other similar certification acceptable to Seller's transfer agent).

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer that the statements contained in this⁰ are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Seller; Enforceability. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Nevada. Seller has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with its terms.

Section 3.02 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the articles of incorporation or bylaws of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or the Purchased Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. No consent, approval, waiver or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

Section 3.03 Title to Purchased Assets. Seller owns and has good and marketable title to the Purchased Assets, free and clear of Encumbrances.

Section 3.04 Permits; Compliance with Laws. All permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained from governmental authorities included in the Purchased Assets (the "**Transferred Permits**") are valid and in full force and effect. All fees and charges with respect to such Transferred Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Transferred Permit. Seller has complied, and is now complying, with all applicable federal, state and local laws and regulations applicable to ownership and use of the Purchased Assets.

Section 3.05 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation ("**Action**") of any nature pending or, to Seller's knowledge, threatened against or by Seller: (a) relating to or

affecting the Purchased Assets; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller that the statements contained in this Agreement are true and correct as of the date first set forth above.

Section 4.01 Organization and Authority of Buyer; Enforceability. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the state of Nevada. Buyer has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes the legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with its terms.

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the articles of incorporation or by-laws of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.03 Shares. Buyer owns and has good title to the Shares, free and clear of Encumbrances.

**ARTICLE V
INDEMNIFICATION**

Seller hereby agrees to indemnify and hold harmless Buyer against any losses, claims, damages or liabilities to which Buyer may become subject insofar as such losses, claims, damages or liabilities arise out of or are based upon any misrepresentation of Seller contained in this Agreement. Buyer hereby agrees to indemnify and hold harmless Seller against any losses, claims, damages or liabilities to which Seller may become subject insofar as such losses, claims, damages or liabilities arise out of or are based upon any misrepresentation of Buyer contained in this Agreement.

**ARTICLE VI
MISCELLANEOUS**

Section 6.01 Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 6.02 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 6.03 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 6.04 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 6.05 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 6.06 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

Section 6.07 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 6.08 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Purchase Agreement to be effective as of the Effective Time.

SELLER:

Interlink Plus, Inc.

By: /s/ Jon Niermann
Jon Niermann, CEO

BUYER:

/s/ Zixiao
Zixiao Chen

Exhibit A
Purchased Assets

1. Phone number, phone
2. Customer List
3. Supplier List
4. Any remaining receivables
5. Any cash in company checking account with US Bank ending 8598
6. Any existing contracts with client(s) and hotel(s)

Exhibit B
Excluded Assets

1. Company name
2. Internet domain name
3. Website

Exhibit C
Assumed Liabilities

1. Balance owed to TKM Accounting Service as to the Effective Time
2. Balance owed to Topsight Corporation as to the Effective Time
3. Balance owed to Campbell Jones Cohen CPAS as to the Effective Time
4. Any balance owed to hotel(s) and/or supplier(s) as to the Effective Time
5. Any refund owed to client(s) as to the Effective Time

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BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Filed in the Office of <i>Barbara K. Cegavske</i>	Business Number E0232812015-8	Exhibit 3
Secretary of State State Of Nevada	Filing Number 20200454826	
	Filed On 1/31/2020 3:05:00 PM	
	Number of Pages 5	

Certificate, Amendment or Withdrawal of Designation
NRS 78.1955, 78.1955(6)
<input checked="" type="checkbox"/> Certificate of Designation <input type="checkbox"/> Certificate of Amendment to Designation - Before Issuance of Class or Series <input type="checkbox"/> Certificate of Amendment to Designation - After Issuance of Class or Series <input type="checkbox"/> Certificate of Withdrawal of Certificate of Designation

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of entity: INTERLINK PLUS, INC.
	Entity or Nevada Business Identification Number (NVID): E0232812015-8
2. Effective date and time:	For Certificate of Designation or Amendment to Designation Only Date: _____ Time: _____ <small>(Optional) (must not be later than 90 days after the certificate is filed)</small>
3. Class or series of stock: (Certificate of Designation only)	The class or series of stock being designated within this filing: Series B Convertible Preferred Stock
4. Information for amendment of class or series of stock:	The original class or series of stock being amended within this filing: _____
5. Amendment of class or series of stock:	<input type="checkbox"/> Certificate of Amendment to Designation- Before Issuance of Class or Series As of the date of this certificate no shares of the class or series of stock have been issued.
	<input type="checkbox"/> Certificate of Amendment to Designation- After Issuance of Class or Series The amendment has been approved by the vote of stockholders holding shares in the corporation entitling them to exercise a majority of the voting power, or such greater proportion of the voting power as may be required by the articles of incorporation or the certificate of designation.
6. Resolution: Certificate of Designation and Amendment to Designation only)	By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes OR amends the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.* Series B Convertible Preferred Stock See attached
7. Withdrawal:	Designation being Withdrawn: _____ Date of Designation: _____ No shares of the class or series of stock being withdrawn are outstanding. The resolution of the board of directors authorizing the withdrawal of the certificate of designation establishing the class or series of stock. *
8. Signature: (Required)	<input checked="" type="checkbox"/> _____ Date: 01/30/2020 Signature of Officer

* Attach additional page(s) if necessary
 This form must be accompanied by appropriate fees.

Certificate, Amendment or Withdrawal of Designation

NRS 78.1955, 78.1955(6)

Certificate of Designation

1. Entity information:

Name of entity: INTERLINK PLUS, INC.

Entity or Nevada Business Identification Number (NVID): E0232812015-8

2. Effective date and time:

3. Class or series of stock:

The class or series of stock being designated within this filing: Series B Convertible Preferred Stock

4. Information for amendment of class or series of stock:

5. Amendment of class or series of stock:

6. Resolution:

By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes OR amends the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.*

Series B Convertible Preferred Stock

See Attached

7. Withdrawal:

8. Signature:

Signature of Officer or Authorized Signer, Title: /s/ Roger Tichenor, CEO

Date: 01/30/2020

INTERLINK PLUS, INC.
CERTIFICATE OF DESIGNATION

OF

SERIES B CONVERTIBLE PREFERRED STOCK
PURSUANT TO NEVADA REVISED STATUTES 78.1955

The undersigned, Roger Tichenor, does hereby certify that:

1. Such individual is the CEO of Interlink Plus, Inc., a Nevada corporation (the "**Corporation**").
2. The Corporation's Articles of Incorporation authorize the Corporation to issue 25,000,000 shares of Preferred Stock, \$0.0001 par value per share, in one or more series.
3. The Corporation's Articles of Incorporation provide that the voting powers, designations, preferences, limitations, restrictions, and relative, participating, optional and other rights, and the qualifications, limitations, or restrictions thereof, of the Corporation's Preferred Stock shall be prescribed by resolution of the board of directors of the Corporation, except for the Series A Convertible Preferred Stock which is set forth in the Articles of Incorporation.
4. The following resolutions were duly adopted by the board of directors of the Corporation in accordance with the Corporation's Articles of Incorporation and Nevada Revised Statutes 78.1955:

WHEREAS, the Articles of Incorporation of the Corporation ("**Articles**") provide for a class of its authorized capital stock known as preferred stock, consisting of 25,000,000 shares, \$0.0001 par value per share, issuable from time to time in one or more series;

WHEREAS, the voting powers, designations, preferences, limitations, restrictions, and relative, participating, optional and other rights, and the qualifications, limitations, or restrictions thereof, of the Corporation's 5,000,000 shares of Series A Convertible Preferred Stock is set forth in the original Articles;

WHEREAS, the board of directors of the Corporation is authorized under the Articles to provide by resolution for the issuance of additional series of preferred stock and to establish, from time to time, the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereon; and

WHEREAS, the board of directors deems it to be advisable and in the best interests of the Corporation and its shareholders to designate a new series of preferred stock and to fix the rights, preferences, restrictions and other matters relating to such new series of preferred stock.

NOW, THEREFORE, BE IT RESOLVED, that there shall be created, out of the 25,000,000 authorized shares of preferred stock of the Corporation, a new series of preferred stock, which series shall have the following powers, designations, preferences and relative participating, optional and other special rights, and the following qualifications, limitations and restrictions:

TERMS OF SERIES B CONVERTIBLE PREFERRED STOCK

Section 1. Designation, Amount and Par Value. The series of preferred stock is hereby designated as *Series B Convertible Preferred Stock* and the number of shares so designated shall be 5,000,000 (which shall not be subject to increase without the written consent of a majority of the holders of Series B Convertible Preferred Stock). Each share of Series B Convertible Preferred Stock shall have a par value of \$0.0001 per share.

Section 2. Rank. Except as otherwise provided herein, Series B Convertible Preferred Stock shall, with respect to rights on liquidation, winding up and dissolution, rank pari passu to the Corporation's common stock, par value \$0.0001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed ("**Common Stock**") and the Corporation's designated Series A Convertible Preferred Stock.

Section 3. Dividends. The holders of shares of Series B Convertible Preferred Stock have no dividend rights except as may be declared by the board of directors of the Corporation (the "**Board**") in its sole and absolute discretion, out of funds legally available for that purpose.

Section 4. Liquidation Preference.

(i) In the event of the liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary (each, a "**Liquidation**"), the holders of shares of Series B Convertible Preferred Stock then outstanding shall be entitled to receive, out of the assets of the Corporation available for distribution to its shareholders, an amount equal to \$1.00 per share of Series B Convertible Preferred Stock before any payment shall be made or any assets distributed to the holders of Common Stock or Series A Convertible Preferred Stock. If the assets of the Corporation are not sufficient to pay in full the amount payable to the holders of outstanding shares of the Series B Convertible Preferred Stock as to rights on Liquidation with the Series B Convertible Preferred Stock, then all of said assets will be distributed among the holders of the Series B Convertible Preferred Stock and the other classes of stock ranking pari passu with the Series B Preferred Stock, if any, ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full.

(ii) A sale of all or substantially all of the Corporation's assets or an acquisition of the Corporation by another entity by means of any transaction or series of related transactions (including, without limitation, a reorganization, consolidated or merger) that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Corporation, shall not be deemed to be a Liquidation.

Section 5. Voting. The holders shall have the right to cast one hundred (100) votes for each share of Series B Convertible Preferred Stock held of record on all matters submitted to a vote of holders of the Common Stock, including the election of directors, and all other matters as required by law. There is no right to cumulative voting in the election of directors. The holders of Series B Preferred Stock shall vote together with all other classes and series of Common Stock as a single class on all actions to be taken by the holders of Common Stock, except to the extent that voting as a separate class or series is required by law.

Section 6. Optional Conversion of Series B Convertible Preferred Stock. The holders of Series B Convertible Preferred Stock shall have conversion rights as follows:

(i) Conversion Right. Each share of Series B Convertible Preferred Stock shall be convertible at the option of the holder thereof and without the payment of additional consideration by the holder thereof, at any time, into shares of Common Stock on the Optional Conversion Date (as hereinafter defined) at a conversion rate of one hundred (100) shares of Common Stock (the "Conversion Rate") for every one (1) share of Series B Convertible Preferred Stock.

(ii) Mechanics of Optional Conversion. To effect the optional conversion of shares of Series B Convertible Preferred Stock, any holder of record shall make a written demand for such conversion (for purposes of this Designation, a "**Conversion Demand**") upon the Corporation at its principal executive offices setting forth therein: (a) the certificate or certificates representing such shares, (b) the number of shares of Series B Convertible Preferred Stock such holder wants to convert into Common Stock at the Conversion Rate; and (c) the proposed date of such conversion, which shall be a business day not less than fifteen (15) nor more than thirty (30) days after the date of such Conversion Demand (for purposes of this Designation, the "**Optional Conversion Date**"). Within five days of receipt of the Conversion Demand, the Corporation shall give written notice (for purposes of this Designation, a "**Conversion Notice**") to the holder setting forth therein (A) the address of the place or places at which the certificate or certificates representing any shares not yet tendered are to be converted are to be surrendered; and (B) whether the certificate or certificates to be surrendered are required to be endorsed for transfer or accompanied by a duly executed stock power or other appropriate instrument of assignment and, if so, the form of such endorsement or power or other instrument of assignment. The Conversion Notice shall be sent by electronic mail or first class mail, postage prepaid, to such holder at such holder's email or street address as may be set forth in the Conversion Demand or, if not set forth therein, as it appears on the records of the stock transfer agent for the Series B Convertible Preferred Stock, if any, or, if none, of the Corporation. On or before the Optional Conversion Date, each holder of the Series B Convertible Preferred Stock to be converted shall surrender the certificate or certificates representing such shares, duly endorsed for transfer or accompanied by a duly executed stock power or other instrument of assignment, if the Conversion Notice so provides, to the Corporation at any place set forth in such notice or, if no such place is so set forth, at the principal executive offices of the Corporation. As soon as practicable after the Optional Conversion Date and the surrender of the certificate or certificates representing such shares, the Corporation shall issue and deliver to such holder, or its nominee, at such holder's address as it appears on the records of the stock transfer agent for the Series B Convertible Preferred Stock, if any, or, if none, of the Corporation, a certificate or certificates for the number of whole shares of Common Stock issuable upon such conversion in accordance with the provisions hereof.

(iii) No Fractional Shares. No fractional shares of Common Stock or scrip shall be issued upon conversion of shares of Series B Convertible Preferred Stock. In lieu of any fractional share to which the holder would be entitled based on the number of shares of Series B Convertible Preferred Stock held by such holder, the Corporation shall issue a number of shares to such holder rounded up to the nearest whole number of shares of Common Stock. No cash shall be paid to any holder of Series B Convertible Preferred Stock by the Corporation upon conversion of Series B Preferred Convertible Stock by such holder.

(iv) Reservation of Stock. The Corporation shall at all times when any shares of Series B Preferred Convertible Stock shall be outstanding, reserve and keep available out of its authorized but unissued Common Stock, such number of shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series B Convertible Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all outstanding shares of the Series B Convertible Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(v) Issue Taxes. The converting holder of Series B Convertible Preferred Stock shall pay any and all issue and other non-income taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of shares of Series B Convertible Preferred Stock.

RESOLVED, FURTHER, that the CEO, the president or any other officer of the Corporation be and they hereby are authorized and directed to prepare and file this Certificate of Designation of Series B Convertible Preferred Stock in accordance with the foregoing resolution and the provisions of the Nevada Revised Statutes.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Designations of Series B Convertible Preferred Stock as of January 30, 2020.

INTERLINK PLUS, INC.

By: /s/ Roger Tichenor
Roger Tichenor, CEO

NEITHER THIS WARRANT, NOR THE SECURITIES ISSUABLE UPON EXERCISE HEREOF, HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933"), OR QUALIFIED UNDER THE CALIFORNIA CORPORATE SECURITIES LAW OF 1968 OR OTHER APPLICABLE SECURITIES LAWS ("STATE SECURITIES LAWS"), AND THIS WARRANT HAS BEEN, AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF, WILL BE, ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR FOR RESALE IN CONNECTION WITH, ANY DISTRIBUTION THEREOF. NO SUCH SALE OR OTHER DISPOSITION MAY BE MADE WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 AND QUALIFICATION UNDER STATE SECURITIES LAWS RELATED THERETO OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY (AS THAT TERM IS DEFINED BELOW) AND ITS COUNSEL, THAT SAID REGISTRATION AND QUALIFICATION ARE NOT REQUIRED UNDER THE SECURITIES ACT OF 1933 AND STATE SECURITIES LAWS, RESPECTIVELY, OR UNLESS SOLD PURSUANT TO RULE 144 UNDER THE SECURITIES ACT OF 1933.

COMMON STOCK WARRANT

Aggregate Exercise Price: \$ _____
Aggregate Exercisable Warrant Shares: _____

Issue Date: _____
Warrant Number: _____

This certifies that _____ (the "**Investor**"), or any party to whom this Common Stock Warrant ("**Warrant**") is assigned in compliance with the terms hereof (Investor and any such assignee being hereinafter sometimes referenced as "**Holder**"), is entitled to subscribe for and purchase the number of shares of fully paid and nonassessable Warrant Stock (as such term is described below) of _____, Inc., a _____ corporation (the "**Company**"), that has an aggregate purchase price equal to the Aggregate Exercise Price (as defined below). The purchase price of each such share of Warrant Stock shall be equal to the Warrant Exercise Price (as defined below). This Warrant may be exercised during the period commencing upon the date first written above and ending on the earliest of (i) 5:00 p.m., Pacific Time on the date which is the tenth anniversary of the date hereof, (ii) immediately prior to the closing of the first firm-commitment underwritten public offering of securities of the Company (an "**Initial Public Offering**") pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "**Securities Act**"), or (iii) a Change of Control (as defined below). Capitalized terms used and not otherwise defined herein shall have the same meanings given such terms in the Purchase Agreement (as defined below).

**ARTICLE I
DEFINITIONS**

1.1 **"Aggregate Exercise Price"** means \$ _____.

1.2 **"Change of Control"** means the consummation of: (a) a sale, transfer, exclusive license or other disposition, in one transaction or a series of related transactions, of all or substantially all of the Company's and its subsidiaries' assets, taken as a whole (except where such sale, transfer, license or other disposition is to a wholly-owned subsidiary of the Company); (b) the merger or consolidation of the Company with or into another entity, except any merger or consolidation in which the holders of capital stock of the Company immediately prior to such merger or consolidation continue to hold a majority of the voting power of the capital stock of the Company or the surviving or acquiring entity, (or, if the surviving or acquiring entity is a wholly owned subsidiary of another party immediately following such merger or consolidation, the parent entity of such surviving or acquiring entity); (c) the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the Company's securities), of the Company's securities if, after such consummation, such person or group of affiliated persons would hold 50% or more of the outstanding voting stock of the Company's (or the surviving or acquiring entity, or the parent entity of such surviving or acquiring entity); or (d) a liquidation, voluntary or involuntary dissolution or winding up of the Company.

1.3 **"Holder"** shall have the meaning set forth in the introductory paragraph of this Warrant.

1.4 **"Initial Public Offering"** shall have the meaning set forth in the introductory paragraph of this Warrant.

1.5 **"Other Stock"** means the securities of the Company into which Warrant Stock may be converted pursuant to the terms of Warrant Stock, which may include but not be limited to another class or series of common stock of the Company, but only if the terms of the Warrant Stock provide for such conversion.

1.6 **"Purchase Agreement"** means the _____.

1.7 **"Rights"** means any options, warrants, or rights to purchase common stock or convertible securities.

1.8 **"Securities Act"** shall have the meaning set forth in the introductory paragraph of this Warrant.

1.9 **"Warrant Exercise Price"** means \$0.5677.

1.10 **"Warrant Stock"** means the Company's Common Stock.

**ARTICLE II
EXERCISE AND PAYMENT**

2.1 **Cash Exercise.** The purchase rights represented by this Warrant may be exercised by Holder, in whole or in part, by the surrender of this Warrant at the principal office of the Company, accompanied by the form of Notice of Cash Exercise attached hereto as **Exhibit A-1**, and by the payment to the Company, by cash or by certified, cashier's or other check acceptable to the Company, or forgiveness of any debt owed by the Company to Holder, of an amount equal to the aggregate Warrant Exercise Price of the shares being purchased. If the Warrant Stock issuable under this Warrant has been automatically converted into Other Stock, this Warrant shall automatically convert into a right to purchase Other Stock, and the Warrant Exercise Price shall be divided by the number of shares of Other Stock which were received upon conversion of one share of such Warrant Stock at the time of such automatic conversion.

2.2 Net Issue Exercise. In lieu of exercising this Warrant pursuant to Section 2.1, this Warrant may be exercised in whole or in part by Holder by surrender of this Warrant to the Company, accompanied by the form of Notice of Net Issue (Cashless) Exercise attached hereto as **Exhibit A-2**. Holder may condition such exercise upon the closing of the Company's Initial Public Offering as specified in the Notice of Exercise. The number of shares Warrant Stock issuable upon the exercise shall be that having a value equal to the net value of this Warrant, computed as of the date of surrender of this Warrant to the Company, using the following formula.

$$X = Y(A-B) A$$

Where:

X = the number of shares of Warrant Stock to be issued to Holder under this Section 2.2;

Y = the maximum number of shares of Warrant Stock purchasable upon cash exercise of this Warrant;

A = the fair market value per share of Warrant Stock at the date of exercise, as determined in Section 2.3 below;

B = the Warrant Exercise Price.

2.3 Fair Market Value in Net Issue Exercise. For purposes of Section 2.2, the fair market value per share of Warrant Stock shall be determined by the Company's Board of Directors (the "**Board**") in good faith. In the case of Net Issue Exercise in connection with and contingent upon the closing of the Company's Initial Public Offering, the fair market value per share of Warrant Stock shall be calculated by multiplying the gross offering price to the public (prior to deduction of underwriters' discounts and expenses) of a share of Other Stock by the number of shares of Other Stock into which each outstanding share of Warrant Stock then can be converted or will be converted upon the offering.

2.4 Automatic Conversion. If Warrant Stock has been automatically converted to Other Stock pursuant to the terms and conditions of the terms of the Warrant Stock, then this Warrant shall automatically convert into a right to purchase Other Stock, pursuant to the formulas set forth in Sections 2.2 and 2.3 above, and the number of shares of the Company's common stock to which Holder shall be entitled to purchase shall be multiplied by that number of shares of Other Stock which were received upon conversion of one share of such Warrant Stock at the time of such automatic conversion.

2.5 Stock Certificates. In the event of any exercise of the rights represented by this Warrant, certificates for the shares of Warrant Stock so purchased shall be delivered to Holder within a reasonable time and, unless this Warrant has been fully exercised or has expired, a new Warrant representing the remaining unexercised portion hereof shall also be issued to Holder at such time. Notwithstanding the date of the delivery of the certificate(s) for such Warrant Stock, the person in whose name the certificate(s) for such Warrant Stock are to be issued shall be deemed to have become a stockholder of record on the next succeeding day on which the transfer books are open after the date of the appropriate Notice of Exercise is received by the Company.

2.6 Stock Fully Paid; Reservation of Shares. The Company covenants and agrees that all Warrant Stock which may be issued upon the exercise of the rights represented by this Warrant (any Other Stock receivable upon any conversion of Warrant Stock) will, upon issuance, be fully paid and nonassessable and free from all taxes, liens and charges with respect to the issue thereof (excluding taxes based on the income of Holder), except as may be set forth in the Purchase Agreement. The Company further covenants and agrees that during the period within which the rights represented by this Warrant may be exercised, the Company will at all times use its best efforts to have authorized and reserved for issuance a sufficient number of shares of its Warrant Stock or other securities as would be required upon the full exercise of the rights represented by this Warrant.

2.7 Fractional Shares. No fractional share of Warrant Stock will be issued in connection with any exercise hereof; in lieu of a fractional share upon complete exercise hereof, Holder may purchase a whole share by delivering payment equal to the appropriate portion of the then effective Warrant Exercise Price.

2.8 Automatic Exercise. To the extent this Warrant is not previously exercised, and if the fair market value of one share of the Company's Warrant Stock issuable hereunder is greater than the Warrant Exercise Price, as adjusted, this Warrant shall be deemed automatically exercised in accordance with Section 2.2 hereof (even if not surrendered) immediately before its expiration. For purposes of such automatic exercise, the fair market value of one share of the Company's Warrant Stock upon such expiration shall be the fair market value determined pursuant to Section 2.3 above. To the extent this Warrant or any portion thereof is deemed automatically exercised pursuant to this Section 2.8 the Company agrees to notify Holder within a reasonable period of time of the number of shares of the Company's Warrant Stock, if any, Holder is to receive by reason of such automatic exercise.

**ARTICLE III
CERTAIN ADJUSTMENTS OF NUMBER OF
SHARES PURCHASABLE AND WARRANT EXERCISE PRICE**

The number and kind of securities purchasable upon the exercise of this Warrant and the Warrant Exercise Price shall be subject to adjustment from time to time upon the happening of certain events, as follows:

3.1 Reclassification, Consolidation or Merger. In case of, after the Warrant Stock is determinable: (a) any reclassification or change of outstanding securities issuable upon exercise of this Warrant; (b) any consolidation or merger of the Company with or into another corporation (other than a merger with another corporation in which the Company is a continuing corporation and which does not result in any reclassification, change or exchange of outstanding securities issuable upon exercise of this Warrant); or (c) any sale or transfer to another corporation of all, or substantially all, of the assets of the Company, in each case which does not constitute a Change of Control, then, and in each such event, the Company or such successor or purchasing corporation, as the case may be, shall execute a new Warrant of like form, tenor and effect and which will provide that Holder shall have the right to exercise such new Warrant and purchase upon such exercise, in lieu of each share of Warrant Stock theretofore issuable upon exercise of this Warrant, the kind and amount of securities, money and property receivable upon such reclassification, change, consolidation, merger, sale or transfer by a holder of one share of Warrant Stock issuable upon exercise of this Warrant had this Warrant been exercised immediately prior to such reclassification, change, consolidation, merger, sale or transfer. Such new Warrant shall be as nearly equivalent in all substantive respects as practicable to this Warrant and the adjustments provided in this Article III and the provisions of this Section 3.1, shall similarly apply to successive reclassifications, changes, consolidations, mergers, sales and transfers.

3.2 Subdivision or Combination of Shares. If the Company shall at any time while this Warrant remains outstanding and less than fully exercised: (a) divide its Warrant Stock, the number of shares into which this Warrant shall be exercisable shall be proportionately increased and the Warrant Exercise Price shall be proportionately reduced; or (b) shall combine shares of its Warrant Stock, the number of shares into which this Warrant shall be exercisable shall be proportionately decreased and the Warrant Exercise Price shall be proportionately increased.

3.3 Adjustments for Dividends in Stock or other Securities or Property. If while this Warrant, or any portion hereof, remains outstanding and less than fully exercised Holders of the securities as to which purchase rights under this Warrant exist at the time shall have received, or, on or after the record date fixed for the determination of eligible stockholders, shall have become entitled to receive, without payment therefor, other or additional stock or other securities or property (other than cash) of the Company by way of dividend, then and in each case, this Warrant shall represent the right to acquire, in addition to the number of shares of the security receivable upon exercise of this Warrant, and without payment of any additional consideration therefor, the amount of such other or additional stock or other securities or property (other than cash) of the Company which such holder would hold on the date of such exercise had it been the holder of record of the security receivable upon exercise of this Warrant on the date hereof and had thereafter, during the period from the date hereof to and including the date

of such event, retained such shares and/or all such other additional stock during such period, giving effect to all adjustments called for during such period by the provisions of this Section 3.3.

3.4 Time of Adjustments to the Warrant Exercise Price. All adjustments to the Warrant Exercise Price and the number of shares purchasable hereunder, unless otherwise specified herein, shall be effective as of the earlier of:

- (a) the effective date of a division or combination of shares; and
- (b) the record date of any action of holders of any class of the Company's equity taken for the purpose of entitling holders of Warrant Stock to receive a distribution or dividend payable in securities of the Company, provided that such division, combination, distribution or dividend actually occurs.

3.5 Notice of Adjustments. In each case of an adjustment in the Warrant Exercise Price and the number of shares purchasable hereunder, the Company, at its expense, shall cause the Chief Financial Officer of the Company to compute such adjustment and prepare a certificate setting forth such adjustment and showing in detail the facts upon which such adjustment is based. The Company shall promptly mail a copy of each such certificate to Holder pursuant to Section 6.8 hereof.

3.6 Duration of Adjusted Warrant Exercise Price. Following each adjustment of the Warrant Exercise Price, such adjusted Warrant Exercise Price shall remain in effect until a further adjustment of the Warrant Exercise Price.

3.7 Adjustment of Number of Shares. Upon each adjustment of the Warrant Exercise Price pursuant to this Article III, the number of shares of Warrant Stock purchasable hereunder shall be adjusted to the nearest whole share, to the number obtained by dividing the Aggregate Exercise Price by the Warrant Exercise Price as adjusted.

ARTICLE IV TRANSFER, EXCHANGE AND LOSS

4.1 Transfers. Subject to the terms of the Purchase Agreement and applicable law, this Warrant is transferable on the books of the Company at its principal office by the registered Holder hereof upon surrender of this Warrant properly endorsed, subject to compliance with federal and state securities laws. The Company shall issue and deliver to the transferee a new Warrant or Warrants representing the Warrants so transferred. Upon any partial transfer, the Company will issue and deliver to Holder a new Warrant or Warrants with respect to the Warrants not so transferred, at Holder's cost and expense. Notwithstanding the foregoing, Holder shall not be entitled to transfer a number of shares or an interest in this Warrant representing less than twenty-five percent (25%) of the Aggregate Exercise Price initially covered by this Warrant. Any transferee shall be subject to the same restrictions on transfer with respect to this Warrant as the Investor.

4.2 Securities Laws. If required by the Company, in connection with each issuance of shares of Warrant Stock upon exercise of this Warrant, Holder will give: (i) assurances in writing, satisfactory to the Company, that such shares are being purchased solely for Holder's own account and not as a nominee for any other party, for investment and not with a view to the distribution thereof in violation of applicable laws, (ii) sufficient information, in writing, to enable the Company to rely on exemptions from the registration or qualification requirements of applicable laws, if available, with respect to such exercise, and (iii) its cooperation to the Company in connection with such compliance.

4.3 Exchange. This Warrant is exchangeable at the principal office of the Company for Warrants which represent, in the aggregate, Holder's rights to purchase the number of shares of Warrant Stock at the Warrant Exercise Price, as set forth above, subject to adjustment from time to time as set forth herein; each new Warrant to represent the right to purchase such portion thereof as Holder shall designate at the time of such exchange. Each new Warrant shall be identical in form and content to this Warrant, except for appropriate changes in the number of shares of Warrant Stock covered thereby and any other changes which are necessary in order to prevent the Warrant

exchange from changing the respective rights and obligations of the Company and Holder as they existed immediately prior to such exchange.

4.4 Loss or Mutilation. Upon receipt by the Company of evidence satisfactory to it of the ownership of, and the loss, theft, destruction or mutilation of, this Warrant and (in the case of loss, theft, or destruction) of indemnity satisfactory to it, and (in the case of mutilation) upon surrender and cancellation hereof, the Company will execute and deliver in lieu hereof a new Warrant.

**ARTICLE V
HOLDER RIGHTS**

5.1 No Stockholder Rights Until Exercise. No Holder hereof, solely by virtue hereof, shall be entitled to any rights as a shareholder of the Company. Holder shall have all rights of a stockholder with respect to securities purchased upon exercise hereof as of the date set forth in Section 2.

**ARTICLE VI
MISCELLANEOUS**

6.1 Governmental Approvals. The Company will from time to time take all action which may be necessary to obtain and keep effective any and all permits, consents and approvals of governmental agencies and authorities and securities acts filings under federal and state laws, which may be or become requisite in connection with the issuance, sale, and delivery of this Warrant, and the issuance, sale and delivery of the Warrant Stock or other securities or property issuable or deliverable upon exercise of this Warrant.

6.2 Governing Laws. This Warrant will be governed by and construed in accordance with the laws of the State of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Warrant is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. If such clause or provision cannot be so enforced, such provision shall be stricken from this Warrant, as applicable, and the remainder of this Warrant, as applicable, shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Warrant, as applicable.

6.3 Binding Upon Successors and Assigns. Subject to, and unless otherwise provided in, this Warrant, each and all of the covenants, terms, provisions, and agreements contained herein shall be binding upon, and inure to the benefit of the permitted successors, executors, heirs, representatives, administrators and assigns of the parties hereto.

6.4 Severability. If any one or more provisions of this Warrant, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Warrant and the application of such provisions to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto. The parties further agree to replace any such void or unenforceable provisions of this Warrant with valid and enforceable provisions which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provisions.

6.5 Amendments, Waviers, Modifications. This Warrant may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Warrant will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provision as to that or any other instance. No waiver granted under this Warrant as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein or therein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

6.6 Attorneys' Fees. Should suit be brought to enforce or interpret any part of this Warrant, the prevailing party shall be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court (including without limitation, costs, expenses and fees on any appeal). The prevailing party shall be the party entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment. A party not entitled to recover its costs shall not be entitled to recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining if a party is entitled to recover costs or attorneys' fees.

6.7 Notices. Any notice, other communication or payment required or permitted hereunder shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by e-mail or facsimile (upon customary confirmation of receipt), or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or fax number as set forth in the Company's records.

6.8 No Endorsement. Holder understands that no federal or state securities administrator has made any finding or determination relating to the fairness of investment in the Company or purchase of the Warrant Stock hereunder and that no federal or state securities administrator has recommended or endorsed the offering of securities by the Company hereunder.

6.9 Further Assurances. The Company and Holder each agree to cooperate fully with the other and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by the other party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Warrant.

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INVESTOR ACKNOWLEDGES THAT IT HAS BEEN ADVISED TO CONSULT ITS OWN TAX ADVISOR WITH SPECIFIC REFERENCE TO ITS OWN TAX SITUATION AND THE POTENTIAL EFFECT OF APPLICABLE LAWS AND REGULATIONS. THE COMPANY HAS NOT AND DOES NOT PROVIDE ANY ADVICE CONCERNING ANY OF THE POTENTIAL TAX CONSIDERATIONS AND CONSEQUENCES RELATING TO THE ACQUISITION, OWNERSHIP OR DISPOSITION OF THIS WARRANT OR THE WARRANT STOCK. IN ADDITION, THE COMPANY HAS NOT OBTAINED, NOR DOES IT INTEND TO OBTAIN, A RULING FROM THE IRS OR AN OPINION OF COUNSEL WITH RESPECT TO ANY TAX CONSEQUENCES OF ACQUIRING, OWNING OR DISPOSING OF THIS WARRANT OR THE WARRANT STOCK.

NEITHER THE COMPANY, NOR ITS COUNSEL, BAHNSEN LEGAL GROUP, PLLC, IS RESPONSIBLE, NOR DOES EITHER DIRECTLY OR INDIRECTLY ASSUME RESPONSIBILITY, FOR THE TAX OR LEGAL CONSEQUENCES OF THIS WARRANT OR THE TRANSACTION TO INVESTOR. INVESTOR SHOULD CONSULT ITS OWN TAX AND LEGAL ADVISORS AS TO THE PARTICULAR TAX AND LEGAL CONSEQUENCES TO IT OF ACQUIRING, HOLDING OR DISPOSING OF THIS WARRANT OR THE WARRANT STOCK, INCLUDING THE EFFECT AND APPLICABILITY OF FEDERAL, STATE AND LOCAL TAX LAWS.

IN WITNESS WHEREOF, the parties hereto have executed this Common Stock Warrant as of the date first set forth above.

_____, INC.

By: _____

_____, CEO

Accepted By Investor:

By: _____

Exhibit A-1

**NOTICE OF EXERCISE OF COMMON STOCK WARRANT
BY CASH PAYMENT OF WARRANT EXERCISE PRICE**

[Date]

_____, Inc.

Aggregate Exercise Price of
Warrant
Before Exercise: \$ _____

Attention: CEO

Aggregate Exercise Price Being
Exercised: \$ _____

Warrant Exercise Price per share: \$ _____

Number of Shares of Warrant
Stock to be Issued Under this
Notice: _____

Remainder Aggregate Price (if
any)
After Issuance: \$ _____

CASH EXERCISE

Ladies and Gentlemen:

The undersigned registered Holder of the Common Stock Warrant delivered herewith ("**Warrant**"), hereby irrevocably exercises such Warrant for, and purchases thereunder, shares of the Warrant Stock of [_____] Inc., a [_____] corporation, as provided below. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings given in the Warrant. The portion of the Aggregate Exercise Price (as defined in the Warrant) to be applied toward the purchase of Warrant Stock pursuant to this Notice of Exercise is \$_____, thereby leaving a remainder Aggregate Exercise Price (if any) equal to \$_____. Such exercise shall be pursuant to the cash exercise provisions of Section 2.1 of the Warrant. Therefore, Holder makes payment with this Notice of Exercise by way of check payable to the Company in the amount of \$_____. Such check is payment in full under the Warrant for _____ shares of Warrant Stock based upon the Warrant Exercise Price of \$0.5677 per share, as currently in effect under the Warrant. Holder requests that the certificates for the purchased shares of Warrant Stock be issued in the name of _____ and delivered to _____.

To the extent the foregoing exercise is for less than the full Aggregate Exercise Price, a Replacement Warrant representing the remainder of the Aggregate Exercise Price and otherwise of like form, tenor and effect should be delivered to Holder along with the share certificates evidencing the Warrant Stock issued in response to this Notice of Exercise.

Exhibit A-2

**NOTICE OF EXERCISE OF COMMON STOCK WARRANT
PURSUANT TO NET ISSUE ("CASHLESS") EXERCISE PROVISIONS**

[Date]

_____, Inc. Attention: CEO	Aggregate Exercise Price of Warrant Before Exercise: \$ _____ Aggregate Exercise Price Being Exercised: \$ _____ Warrant Exercise Price per share: \$ _____ Number of Shares of Warrant Stock to be Issued Under this Notice: _____ Remainder Aggregate Price (if any) After Issuance: \$ _____
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CASHLESS EXERCISE

Ladies and Gentlemen:

The undersigned, registered Holder of the Common Stock Warrant delivered herewith ("**Warrant**"), hereby irrevocably exercises such Warrant for, and purchases thereunder, shares of the Warrant Stock of [_____], Inc., a [_____] corporation, as provided below. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings given in the Warrant. The portion of the Aggregate Exercise Price (as defined in the Warrant) to be applied toward the purchase of Warrant Stock pursuant to this Notice of Exercise is \$_____, thereby leaving a remainder Aggregate Exercise Price (if any) equal to \$_____. Such exercise shall be pursuant to the net issue exercise provisions of Section 2.2 of the Warrant; therefore, Holder makes no payment with this Notice of Exercise. The number of shares to be issued pursuant to this exercise shall be determined by reference to the formula in Section 2.2 of the Warrant which, by reference to Section 2.3, requires the use of the current per share fair market value of the Company's Warrant Stock. The current fair market value of one share of the Company's Warrant Stock shall be determined in the manner provided in Section 2.3, which amount has been determined or agreed to by Holder and the Company to be \$_____, which figure is acceptable to Holder for calculations of the number of shares of Warrant Stock issuable pursuant to this Notice of Exercise. Holder requests that the certificates for the purchased shares of Warrant Stock be issued in the name of _____ and delivered to _____. To the extent the foregoing exercise is for less than the full Aggregate Exercise Price of the Warrant, a replacement Warrant representing the remainder of the Aggregate Exercise Price (and otherwise of like form, tenor and effect) shall be delivered to Holder along with the share certificate evidencing the Warrant Stock issued in response to this Notice of Exercise.

THE SECURITIES REPRESENTED BY THIS DOCUMENT AND THE SHARES ISSUABLE UPON CONVERSION THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF BY THE HOLDER EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OR AN EXEMPTION THEREFROM AS CONFIRMED BY AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER THAT REGISTRATION IS NOT REQUIRED UNDER SAID SECURITIES ACT, PROVIDED THAT NO SUCH OPINION WILL BE REQUIRED IN CONNECTION WITH A SALE PURSUANT TO RULE 144 UNDER THE SECURITIES ACT IF THE HOLDER PROVIDES TO THE MAKER A CUSTOMARY REPRESENTATION LETTER.

FIRST AMENDED AND RESTATED CONVERTIBLE PROMISSORY NOTE

\$1,500,000

October 31, 2019

FOR VALUE RECEIVED, the undersigned **LOOP MEDIA, INC.**, ("**Maker**") hereby promises to pay to the order of _____ ("**Payee**") located at _____ (or at such other place as Payee may designate from time to time in writing to Maker, in immediately available funds of official currency of the United States, the principal sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), or so much as may be outstanding hereunder from time to time, together with interest thereon from the date of this Convertible Promissory Note (this "**Note**"), as provided herein..

By acceptance of this Note, Payee agrees that it will promptly deliver and surrender this Note to Maker upon full payment thereof.

1. **Principal Balance.** This Note evidences a loan up to the maximum principal sum specified above, less the aggregate amount of all principal repayments made under this Note by Maker to Payee.

2. **Interest Rate.** Interest shall accrue on the unpaid principal balance hereof at the rate of Ten Percent (10%) per annum from and including the date hereof to but excluding the Maturity Date (as defined below). Interest shall accrue on any principal balance that is not paid on the earlier of the Maturity Date and the date of an Event of Default (as defined below) at the rate of 18% per annum (the "**Default Rate**") from and including the Maturity Date or the date of such Event of Default to but excluding the date of payment. In no event, however, shall interest be payable at a rate higher than the highest rate permitted by applicable law. Interest on the principal balance outstanding will be calculated on the basis of the actual number of days elapsed over an assumed year consisting of 365 days, to the date of receipt by Payee at the place of payment designated herein of any interest and/or principal. Interest shall be payable on the unpaid principal balance of this Note, as the same may exist from time to time, from the date of issuance until paid or converted in full, in accordance with the terms herein and shall be payable: (a) on the Maturity Date; and (b) on any earlier date of payment or conversion of principal, in whole or in part and, if in part, as to the portion paid or converted.

3. **Payment Terms.**

(a) Interest accrued from the date hereof through April 30, 2020 shall, at Maker's, option, be paid in full to Payee on May 1, 2020 or added to the principal balance of this Note as of such date.

(b) Subject to Section 3(a) above, accrued unpaid interest is payable monthly beginning June 1, 2020 through December 1, 2020. Any outstanding principal balance and accrued unpaid interest shall be paid to Payee in equal monthly installments beginning January 1, 2021 until all outstanding principal balance and accrued unpaid interest is paid to Payee in full no later than December 1, 2023 (the "**Maturity Date**").

(c) Notwithstanding Section 3(b) above, within three (3) Business Days after Maker receives aggregate net proceeds of not less than \$6,000,000 from the sale of securities after the date of this Note, the principal

amount of \$750,000 plus all accrued unpaid interest shall be either: (i) paid to Payee; or (ii) converted into Common Stock, in Maker's sole discretion

(d) Notwithstanding Section 3(b) above, within three (3) Business Days after Maker receives aggregate net proceeds of not less than \$12,000,000 from the sale of securities after the date of this Note, the balance of all outstanding principal and accrued unpaid interest shall be either: (i) paid to Payee; or (ii) converted into Common Stock, in Maker's sole discretion.

4. Conversion Rights.

(a) Payee shall, without limitation of Payee's rights under the remaining provisions of this Section 4, have the right by notice to Maker ("**Conversion Notice**") to elect to convert the principal amount of this Note and accrued and unpaid interest thereon (the "**Convertible Amount**") in whole or in part into shares of Maker's Common Stock, par value of \$0.0001 per share ("**Common Stock**") at the Conversion Price (as defined below) in lieu of having Maker repay this Note pursuant to Section 3 above. The date notice of conversion of all or any portion of the Note is given by Payee to Maker is referred to as the "**Conversion Date**." No fractional shares will be issued in connection with any conversion of the Convertible Amount, but instead will be rounded up to the nearest whole Share.

(b) The Convertible Amount is convertible at any time at the option of Payee by notice to Maker into that number of shares of Common Stock equal to the Convertible Amount divided by Forty Cents (\$0.40) (the "**Conversion Price**"). The shares of Common Stock into which this Note is convertible are referred to as the "**Conversion Securities**." Payee may elect to convert this Note in part under any provision hereof permitting conversion and may elect multiple conversions.

(c) Upon conversion of any portion of this Note and delivery of the Conversion Securities in accordance with the terms hereof, the portion of the principal balance of this Note so converted and all accrued interest due thereon as of the date of conversion will be deemed paid in full, and upon conversion of all outstanding principal and interest the Note will be deemed cancelled and of no force or effect.

(d) Not later than five (5) Business Days after any Conversion Date, Maker or its designated transfer agent, as applicable, shall issue and deliver to Payee a certificate or certificates representing the number of Conversion Securities being acquired upon the conversion, which shall be free of restrictive legends unless the Conversion Securities have not been registered for resale and are not eligible for resale pursuant to Rule 144 without regard to volume limitations, manner-of-sale restrictions or current public information requirements. Nothing herein shall limit Payee's right to pursue actual damages for Maker's failure to deliver certificates representing Conversion Securities upon conversion within the period specified herein and Payee shall have the right to pursue all remedies available to it at law or in equity (including, without limitation, a decree of specific performance and/or injunctive relief).

5. **Definition of Business Day.** "**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

6. **Prepayment.** Notwithstanding anything contained herein to the contrary, this Note is subject to prepayment in whole or in part at any time at the sole and absolute option of Maker, upon thirty (30) days prior written notice to Payee. The conversion rights of Payee shall continue to be exercisable during such thirty (30) day period and thereafter until payment is made in full to Payee, and Maker shall duly honor all conversions as to which a Conversion Notice is given by Payee during such thirty (30) day period.

7. **Events of Default.** Any of the following shall constitute an "**Event of Default**" under this Note, and shall give rise to the remedies provided in Section 8 herein.

(a) Maker fails to pay principal, interest, or any other amount due under this Note and such failure continues beyond ten (10) days from the due date of such payment.

(b) Maker defaults in the compliance with any other term contained in this Note (which default is not described in subsection (a) above) and such default is not remedied or waived within ten (10) Business Days after receipt by Maker of notice from Payee of such default.

(c) Maker shall be subject to a Bankruptcy Event. For purposes hereof, "**Bankruptcy Event**" means any of the following events: (i) Maker commences a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to Maker or any Significant Subsidiary thereof; (ii) there is commenced against Maker any such case or proceeding that is not dismissed within sixty (60) days after commencement; (iii) Maker is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered; (iv) Maker suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within sixty (60) calendar days after such appointment; (v) Maker makes a general assignment for the benefit of creditors; (vi) Maker calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or (vii) Maker, by any act or failure to act, expressly indicates its consent to, approval of or acquiescence in any of the foregoing or takes any corporate or other action for the purpose of effecting any of the foregoing.

8. **Remedies on Event of Default.** If any Event of Default occurs, Payee shall, in addition to any and all other available rights and remedies, have the right, at Payee's option, to: (a) declare the entire unpaid outstanding principal balance of this Note, together with all interest accrued thereon, and all other sums due by Maker hereunder, to be immediately due and payable without presentment, demand, protest, or notice, all of which are hereby expressly unconditionally and irrevocably waived by Maker, provided that upon the occurrence of an Event of Default described in Section 7(d) above, the entire unpaid outstanding principal balance of this Note, together with all interest accrued thereon, and all other sums due by Maker hereunder, shall be immediately due and payable without any declaration or other act by Payee; and (b) pursue any and all available remedies for the collection of such principal and interest and all other sums due by Maker hereunder and to enforce its rights as described herein; and in such case Payee may also recover all costs of suit and other expenses in connection therewith, including reasonable attorney's fees for collection and the right to equitable relief to enforce Payee's rights as set forth herein without the requirement to post any bond or other financial surety. The remedies provided in this Note may be exercised by Payee without notice to Maker (to the extent permitted by law and except as notice is herein expressly required), and will be in addition to and not in substitution for the rights and remedies which would otherwise be vested in Payee for the recovery of damages or otherwise in the event of a breach of any of the undertakings of Maker hereunder. No failure by Payee to exercise and no delay in exercising any right, power or privilege under this Note will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude any other, further or additional exercise thereof.

9. **Governing Law; Venue; Waiver of Jury Trial.** This Note shall be governed by and construed in accordance with the laws of the State of Delaware applied to contracts to be performed wholly within the State of Delaware, without regard to conflicts of laws principles. Any judicial proceeding brought against Maker with respect to this Note or any related agreement may be brought in any court located in the State of Delaware, United States of America, and, by execution and delivery of this Note, Maker accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Note. Maker hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Maker at its address set forth below and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Payee to bring proceedings against Maker in the courts of any other jurisdiction. Maker waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by Maker against Payee involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Note or any related agreement, shall be brought only in a federal or state court located in the State of Delaware.

MAKER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS NOTE OR ANY OTHER INSTRUMENT, DOCUMENT OR NOTE EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS NOTE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS NOTE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

10. **Amendment.** Neither any provision of this Note nor any performance hereunder may be amended or waived orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

11. **Binding Effect.** The rights and obligations of Maker under this Note will be binding upon its successors, assigns, heirs, administrators and transferees.

12. **Successors and Assigns.** This Note may not be assigned, transferred or negotiated by Payee to any person at any time (a "Transfer") without first offering this Note to Maker by giving written notice of Payee's bona fide intention to Transfer this Note ("Transfer Notice") and specifying all of the material terms and conditions, including the price, pursuant to which Payee proposes to Transfer this Note. Upon receipt of the Transfer Notice, Maker shall have twenty (20) days to offer to purchase all (but not less than all) of this Note by delivering a written notice to Payee stating that it offers and agrees to purchase this Note on the terms and conditions specified in the Transfer Notice. Maker may not assign or transfer this Note or any of its rights hereunder without the prior written consent of Payee. This Note shall inure to the benefit of and be binding upon the parties hereto and their permitted assigns.

13. **Notices.** All notices, requests or other communications required or permitted to be delivered hereunder shall be delivered in writing, in case of Payee, to the address specified above and in the case of Maker, to the address or email specified below or to such other address as such party may from time to time specify in writing in compliance with this provision. Notices if: (a) mailed by certified or registered mail or sent by hand or overnight courier service shall be deemed to have been given when received; and (b) sent by e-mail during the recipient's normal business hours shall be deemed to have been given when sent (and if sent after normal business hours shall be deemed to have been given at the opening of the recipient's business on the next Business Day).

14. **Prior Note.** Maker and Payee each acknowledge that this Note amends and restates, and supersedes and replaces, in its entirety, that certain Convertible Promissory Note dated December 5, 2018, in the original principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) executed by Maker in favor of Payee, as the same may have been amended from time to time (the "Prior Note"), but no novation of the indebtedness outstanding under the Prior Note shall be deemed to have occurred by virtue of the amendment and restatement of the Prior Note, and none is intended or implied. By its execution hereof, Maker hereby confirms and reaffirms its liability or continuing liability, as the case may be, with respect to such indebtedness under the Prior Note. It is the intention of Maker and Payee that while this Note amends, restates, supersedes and replaces the Prior Note, in its entirety, it is not in payment or satisfaction of the Prior Note, but rather is the substitute of one evidence of debt for another without any intent to extinguish the old. Should there be any conflict between any of the terms of the Prior Note and the terms of this Note, the terms of this Note shall control.

EXECUTED as of the date first set forth above.

By:

LOOP MEDIA, INC.

By: _____
Jon Niermann, CEO

3900 W Alameda Ave, 15th floor,
Burbank, CA 91505
E-mail: jon@loop.tv

**NOTICE OF ELECTION TO CONVERT
FIRST AMENDED AND RESTATED CONVERTIBLE PROMISSORY NOTE
LOOP MEDIA, INC.**

TO: Loop Media, Inc.

Pursuant to the terms of the attached First Amended and Restated Convertible Promissory Note dated October 31, 2019 in the principal amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000) issued by Loop Media, Inc. (the "**Company**") for the benefit, and in the name, of the undersigned (the "**Note**"), this letter is to notify you that the undersigned hereby elects to convert such principal amount of the Note (the "**Convertible Amount**") into a number of shares of Common Stock ("**Shares**") at the current conversion price of Forty Cents (\$0.40) per share, in lieu of having the Company repay the Note pursuant to Section 3 of the Note.

Convertible Amount: _____
Shares of Common Stock to be issued: _____

The undersigned hereby: (1) irrevocably subscribes for and offers to purchase all of the Shares referenced above for the Convertible Amount; (2) surrenders the Note as payment in full for the Shares; (3) requests that a certificate for the Shares be issued in the name of the undersigned, or the undersigned's designee as specified below, and delivered to the undersigned, or the undersigned's designee, at the address specified below; and (4) requests that if this notice constitutes an election to convert less than all of the outstanding principal amount of the Note and accrued and unpaid interest thereon, that a replacement convertible promissory note in the principal amount of the remaining amount under the Note not being converted pursuant to this notice be issued in the name of the undersigned.

The undersigned hereby represents and warrants to the Company that it is an "Accredited Investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"), and is acquiring the Shares for its own account and not with a view to, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling the same. The undersigned further represents that it does not have any contract, agreement, understanding or arrangement with any person to sell, transfer or grant the Shares issuable under the Note. The undersigned understands that the Shares it will be receiving are "restricted securities" under Federal securities laws inasmuch as they are being acquired from the Company, in transactions not including any public offering and that under such laws, such securities may only be sold pursuant to an effective and current registration statement under the Securities Act or an exemption from the registration requirements of the Securities Act and any other applicable restrictions, in which event a legend or legends will be placed upon the certificate(s) representing the Shares issuable upon conversion of the Convertible Amount denoting such restrictions. The undersigned understands and acknowledges that the Company will rely on the accuracy of these representations and warranties in issuing the Shares. The undersigned understands that the Company is under no obligation to register the Shares under the Securities Act for resale.

[Notice of Election to Convert Signature Page to Follow]

[Notice of Election to Convert Signature Page]

Date: _____

Investor Name: _____

Taxpayer Identification Number: _____

By: _____

Printed Name: _____

Title: _____

Address: _____

Note: The above signature should correspond exactly with the name on the face of the Note or with the name of assignee appearing in an assignment form attached hereto.

INTERLINK PLUS, INC.
RESTRICTED STOCK PURCHASE AGREEMENT

THIS RESTRICTED STOCK PURCHASE AGREEMENT (this "**Agreement**") is made as of February 5, 2020 (the "**Effective Date**") by and between Interlink Plus, Inc., a Nevada corporation (the "**Company**") and the Bruce A Cassidy 2013 Irrevocable Trust ("**Investor**").

The Company and Investor hereby agree as follows:

1. Issuance of Shares.

(a) On this date and subject to the terms and conditions of this Agreement, the Company hereby issues and delivers to Investor an aggregate of 300,000 shares of the Company's Series B Preferred Stock (the "**Shares**") in exchange for: (i) \$1,000,000 in immediately payable funds; (ii) 60,000,000 shares of the Company's Common Stock represented by stock certificate number 166, all of which will be retired and restored to the status of authorized and unissued shares; (iii) 2,654,000 shares of the Company's Series A Preferred Stock represented by stock certificate 1006, all of which will be retired and restored to the status of authorized and unissued shares; and (iv) cancelling and returning the original promissory note dated December 18, 2019 made by Loop Media, Inc. and ScreenPlay, Inc., and forgiving the \$1,000,000 principal and accrued and unpaid interest due thereunder, as well as the corresponding Security Agreement.

(b) The term "**Shares**" refers to the Shares issued and delivered under this Agreement and includes all securities received: (i) in replacement of the Shares; (ii) as a result of stock dividends or stock splits in respect of the Shares; and (iii) all securities or property received in replacement of the Shares in a recapitalization, merger, reorganization or the like.

2. Representations of Investor. Investor represents and warrants to the Company that:

(a) Investor is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Shares. Investor also acknowledges that it is relying solely on its own counsel for legal advice, and not on any statements or representations of the Company or its legal counsel or agents for legal advice with respect to this investment or the transactions contemplated by this Agreement.

(b) Investor is purchasing the Shares for investment for Investor's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "**1933 Act**") or under any applicable provision of state law. Investor does not have any present intention to transfer the Shares to any person or entity. Investor is aware that its investment in the Company is a speculative investment that has limited liquidity and is subject to the risk of complete loss. Investor is able, without impairing its financial condition, to hold the Shares for an indefinite period and to suffer a complete loss of its investment in the Shares.

(c) Investor understands that the Shares have not been registered under the 1933 Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Investor's investment intent as expressed herein.

(d) Investor understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, Investor must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission (the "**SEC**") and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Investor acknowledges that the Company has no obligation to register or qualify the Shares for resale. Investor further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and requirements relating to the Company which are outside of the Investor's control, and which the Company is under no obligation and may not be able to satisfy.

(e) Investor is not subject to any "bad actor" disqualifications described in Rule 506(d)(1)(i) to (viii)

under the 1933 Act, except for disqualifications covered by Rule 506(d)(2)(ii) or (iii) under the 1933 Act and disclosed in writing in reasonable detail to the Company.

(f) INVESTOR HAS REVIEWED WITH ITS OWN TAX ADVISORS THE U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THIS PURCHASE AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. WITH RESPECT TO SUCH MATTERS, INVESTOR DOES NOT RELY ON ANY STATEMENTS OR REPRESENTATIONS OF THE COMPANY OR ANY OF ITS AGENTS, WRITTEN OR ORAL. INVESTOR UNDERSTANDS THAT IT (AND NOT THE COMPANY) SHALL BE RESPONSIBLE FOR ITS OWN TAX LIABILITY THAT MAY ARISE AS A RESULT OF THIS PURCHASE OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

3 . Compliance with Federal Securities Laws. Investor understands and acknowledges that, in reliance upon the representations and warranties made by Investor herein, the Shares have not been registered with the SEC under the 1933 Act, but have been issued under an exemption or exemptions from the registration requirements of the 1933 Act which impose certain restrictions on Investor's ability to transfer the Shares.

(a) **Restrictions on Transfer.** Investor understands that Investor may not transfer any Shares unless such Shares are registered under the 1933 Act or unless, in the opinion of counsel to the Company, an exemption from such registration is available. Investor understands that only the Company may file a registration statement with the SEC and that the Company is under no obligation to do so with respect to the Shares. Investor has also been advised that an exemption from registration may not be available or may not permit Investor to transfer all or any of the Shares.

(b) **Rule 144.** Investor has been advised that SEC Rule 144 promulgated under the 1933 Act, which permits certain limited sales of unregistered securities, is not presently available with respect to the Shares and, in any event, requires that the Shares be held for a minimum of one year, and in certain cases two years, after they have been purchased and paid for (within the meaning of Rule 144), before they may be resold under Rule 144. Investor acknowledges and understands that the conditions for resale set forth in Rule 144 have not been satisfied and that the Company has no plans to satisfy these conditions in the foreseeable future.

4. Restrictive Legends.

(a) **Legends.** Investor understands and agrees that the Company will cause the legend set forth below or a legend substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares, together with any other legends that may be required by state or federal securities laws, or by the Bylaws of the Company, or by any other agreement between Investor and the Company or between Investor and any third party:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

(b) If required by the authorities of any State in connection with the issuance of the Shares, the legend or legends required by such State authorities shall also be endorsed on all such certificates.

5. Compliance with Laws and Regulations. The issuance and transfer of the Shares hereunder will be subject to and conditioned upon compliance by the Company and Investor with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange on which the Company's Common Stock may be listed at the time of such issuance and transfer.

6. General Provisions.

(a) **Successors and Assigns.** The Company may assign any of its rights under this Agreement except as expressly set forth herein. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement will be binding upon Investor and Investor's trustees, administrators, successors and assigns.

(b) **Governing Law; Severability.** This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable.

(c) **Further Instruments.** The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

(d) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior understandings and agreements between the parties hereto with respect to the specific subject matter hereof.

(e) **Amendment and Waivers.** This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

(f) **Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by e-mail transmission (as a .pdf, .tif, or similar attachment) and upon such delivery the .pdf, .tif, or similar signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

[Signature page follows.]

IN WITNESS OF THE FOREGOING, the parties have executed this Restricted Stock Purchase Agreement effective as of the date first set forth above.

COMPANY:

Interlink Plus, Inc.

By: /s/ Roger Tichenor
Roger Tichenor, as CEO

INVESTOR:

Bruce A Cassidy 2013 Irrevocable Trust

By: Home Savings Bank, N.A., as Trustee

By: /s/ Kristen Knight
Kristen Knight
Assistant Trust Officer

Signature page to Interlink Plus, Inc.
Restricted Stock Purchase Agreement

Interlink Plus, Inc. and Loop Media, Inc. Close Merger

LAS VEGAS, NV and GLENDALE, CA, February 6, 2020 -- Interlink Plus, Inc. ("Interlink") (OTC: ITRK) and Loop Media, Inc. ("Loop") today announced that the previously announced merger has closed, and the shareholders of privately-held Loop have become the majority owners of Interlink. Interlink has also announced that it has sold its previous business operations, and going forward the combined company, led by Loop's management team, will focus exclusively on Loop's core service of providing its growing library of licensed music videos, movie trailers and other short-form content to public venues.

Additional information regarding the transaction, including a copy of the Merger Agreement, can be found in the Form 8-K Interlink filed today with the SEC.

Loop Media

Loop Media, Inc. is a leading premium streaming media company, building products and solutions for both businesses and consumers. Loop improves the entire viewing experience for premium short-form content through its venue and consumer focus in the evolving frontier of digital out-of-home, streamlining the public-to-private viewing experience. Loop's growing library of over 200,000 music videos as well as film, game and TV trailers can be viewed in renowned hospitality, dining and retail venues; on leading branded media and entertainment sites; and on over-the-top TV platforms and IPTV devices. To learn more about Loop products and applications, please visit online at Loop.tv

Interlink Plus

InterLink Plus, Inc. is a professional Trade Show Services provider in Las Vegas offering a wide array of affordable trade show services including staffing, marketing, booth design and set up. Interlink Plus also operates various types of travel programs domestically and internationally maintaining the highest standard of credibility in the travel and tourism industry. Learn more at www.interlinkplus.com

Forward-Looking Information

This news release contains forward-looking statements and forward-looking information within the meaning of applicable securities laws. These statements relate to future events or future performance. All statements other than statements of historical fact may be forward-looking statements or information. Generally, forward-looking statements and information may be identified by the use of forward-looking terminology such as "plans", "expects" or "does not expect", "proposed", "is expected", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases, or by the use of words or phrases which state that certain actions, events or results may, could, would, or might occur or be achieved. More particularly and without limitation, this news release contains forward-looking statements and information concerning the Merger. Forward-looking statements consist of statements that are not purely historical, including any statements regarding beliefs, plans, expectations or intentions regarding the future. Readers are cautioned not to place undue reliance on forward-looking statements, as there can be no assurance that the plans, intentions or expectations upon which they are based will occur. By their nature, forward-looking statements involve numerous assumptions, known and unknown risks and uncertainties, both general and specific that can contribute to the possibility that the predictions, estimates, forecasts, projections and other forward-looking statements will not occur.

Any forward-looking statements contained in this news release speak only as of its date. We undertake no obligation to update any forward-looking statements contained in this news release to reflect events or circumstances occurring after its date or to reflect the occurrence of unanticipated events.