

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) **December 30, 2016**

**REDSTONE LITERARY AGENTS, INC.**

(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction of incorporation)

**000-55049**  
(Commission File Number)

**N/A**  
(IRS Employer Identification No.)

**3250 Oakland Hills Court, Fairfield, CA 94534**  
(Address of principal executive offices and Zip Code)

Registrant's telephone number, including area code: **707.208.6368**

**N/A**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- 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))
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**Item 1.01 Entry into a Material Definitive Agreement.**

The information provided under Item 2.03 is responsive to the information required by this Item 1.01.

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

On December 30, 2016, we entered into a private placement subscription agreement, whereby we issued a convertible note (the “ **Note** ”) to Oceanside Strategies Inc. in the principal amount of \$50,000 and agreed to pay interest on the balance of the principal amount at the rate of 18.0% per annum. The principal amount of the Note and the interest is payable in full on December 30, 2021.

The principal amount, plus any interest accrued thereon, may be converted into shares of common stock of our company at a conversion price of \$0.03 per share.

**Item 3.02 Unregistered Sales of Equity Securities.**

On December 30, 2016, we issued the Note to one non-U.S. person (as that term is defined in Regulation S of the *Securities Act of 1933* , as amended) in an offshore transaction in which we relied on the exemptions from the registration requirements provided for in Regulation S and/or Section 4(a)(2) of the *Securities Act of 1933* , as amended.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

|      |   |
|------|---|
| 10.1 | Private Placement Subscription Agreement with Oceanside Strategies Inc. dated December 30, 2016 |
| 10.2 | 18% Unsecured Convertible Note with Oceanside Strategies Inc. dated December 30, 2016           |

**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.

**REDSTONE LITERARY AGENTS, INC.**

/s/ James P. Geiskopf  
\_\_\_\_\_  
James P. Geiskopf  
President, Secretary, Treasurer and Director

January 4, 2017

REDSTONE LITERARY AGENTS, INC.

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

The undersigned (the "Subscriber") hereby irrevocably subscribes for and agrees to purchase from RedStone Literary Agents, Inc. (the "Company") an unsecured convertible note (the "Note") in the principal amount of \$50,000 (the "Principal Amount"). The Subscriber agrees to be bound by the terms and conditions set forth in the attached "Terms and Conditions of Subscription for Convertible Note".

Subscriber Information

Oceanside Strategies Inc.
(Name of Subscriber)

X /s/ Dain Currie
(Signature of Authorized Signatory)

Dain Currie
(Name and Title of Authorized Signatory - if the Subscriber is not an Individual)

(SIN, SSN, or other Tax Identification Number of the Subscriber)

10 Market Street, Suite 688, Camana Bay, Cayman Islands, KY1-9006
(Subscriber's Address, including city and province or state of residence)

(Telephone Number) (Email Address)

Register the Note as set forth below :

Same as above
(Name to Appear on Note Certificate)

(Address)

The Company hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement as of 30th day of December, 2016 (the "Closing Date").

REDSTONE LITERARY AGENTS, INC.

Per: /s/ James P. Geiskopf
Authorized Signatory

Address: 3250 Oakland Hills Court
Fairfield, CA 94534
Email: jgeiskopf@aol.com

## TERMS AND CONDITIONS OF SUBSCRIPTION FOR CONVERTIBLE NOTE

### **1. Subscription**

1.1 On the basis of the representations and warranties and subject to the terms and conditions set forth herein, the Subscriber hereby irrevocably subscribes for and agrees to purchase an unsecured convertible note in the principal amount of \$50,000 (the “**Note**”) from the Company (such subscription and agreement to purchase being, this “**Subscription**”) for the Principal Amount, and the Company agrees to sell the Note to the Subscriber.

1.2 The Note will bear interest at a rate of 18.0% per annum, compounded annually, which will be payable on the earlier of: (a) the maturity date of the Note, which will be five years from the date of issuance, (b) the conversion of any principal amount of the Note, and (c) the date that all amounts owing under the Note are prepaid by the Company as provided in the Note. The Note will be convertible into shares of common stock in the capital of the Issuer (each, a “**Share**”) on the terms set out in the Note. The Note and the Shares are referred to herein as the “**Securities**”.

### **2. Payment**

2.1 The Parties agree that the Subscription Amount shall be paid by the payment of \$50,000 as at the Closing (the “**Cash Consideration**”).

### **3. Documents Required from the Subscriber**

3.1 The Subscriber must complete, sign and return to the Company an executed copy of this Agreement and any additional documents, questionnaires, notices and undertakings as may be required by any regulatory authorities and applicable law.

3.2 Both parties to this Agreement acknowledge and agree that Clark Wilson has acted as counsel only to the Company and is not protecting the rights and interests of the Subscriber. The Subscriber acknowledges and agrees that the Company and Clark Wilson have given the Subscriber the opportunity to seek, and have recommended that the Subscriber obtain, independent legal advice with respect to the subject matter of this Agreement and, further, the Subscriber hereby represents and warrants to the Company and Clark Wilson that the Subscriber has sought independent legal advice or waives such advice.

### **4. Conditions and Closing**

4.1 The Closing is conditional upon the issue and sale of the Note being exempt from the requirement to file a prospectus and the requirement to deliver an offering memorandum under applicable securities laws relating to the sale of the Note, or the Company having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus or deliver an offering memorandum.

4.2 The Subscriber acknowledges that the certificate representing the Note will be available for delivery upon the Closing, provided that the Subscriber has satisfied the requirements of Section 0 hereof and the Company has accepted this Agreement.

## **5. Acknowledgements and Agreements of Subscriber**

5.1 The Subscriber acknowledges and agrees that:

- (a) the Securities have not been and will not be registered under the United States *Securities Act of 1933*, as amended, (the “**1933 Act**”), or under any state securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons, as that term is defined in Regulation S under the 1933 Act (“**Regulation S**”), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in each case only in accordance with applicable securities laws;
- (b) the Company has not undertaken, and will have no obligation, to register any of the Securities under the 1933 Act or any other securities laws;
- (c) the Subscriber understands and agrees that offers and sales of any of the Securities prior to the expiration of the period specified in Regulation S (such period hereinafter referred to as the “**Distribution Compliance Period**”) shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the 1933 Act or an exemption therefrom, and that all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the 1933 Act or an exemption therefrom and in each case only in accordance with applicable securities laws;
- (d) the statutory and regulatory basis for the exemption claimed for the sale of the Securities, although in technical compliance with Regulation S, would not be available if the offering is part of a plan or scheme to evade the registration provisions of the 1933 Act or any applicable securities laws;
- (e) the decision to acquire the Securities will not be based upon any oral or written representation as to fact or otherwise made by or on behalf of the Company and such decision will be based entirely upon a review of any public information (the “**Public Record**”) which has been filed by the Company with the United States Securities and Exchange Commission (the “**SEC**”);
- (f) the Company may complete additional financings in the future in order to develop the business of the Company and fund its ongoing development, and such future financings may have a dilutive effect on the Subscriber but there is no assurance that such financing will be available, on reasonable terms or at all, and if not available, the Company may be unable to fund its ongoing development;
- (g) there are risks associated with an investment in the Securities;

- (h) the Subscriber and the Subscriber's advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Company in connection with the distribution of the Securities hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Company;
- (i) a portion of the Offering may be sold pursuant to an agreement between the Company and one or more agent or agents registered in accordance with applicable securities laws, in which case the Company will pay a fee and/or compensation securities on commercially reasonable terms. In addition, a finder's fee may be payable by the Company to finders who introduce purchasers to the Company if such persons' subscription agreements are accepted by the Company;
- (j) the books and records of the Company were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Subscriber during reasonable business hours at its principal place of business, and all documents, records and books in connection with the distribution of the Securities hereunder have been made available for inspection by the Subscriber, the Subscriber's lawyer and/or advisor(s);
- (k) all of the information which the Subscriber has provided to the Company is correct and complete as of the date this Agreement is signed, and if there should be any change in such information prior to this Agreement being executed by the Company, the Subscriber will immediately provide the Company with such information;
- (l) the Company is entitled to rely on the representations and warranties of the Subscriber contained in this Agreement, and the Subscriber will hold harmless the Company from any loss or damage it or they may suffer as a result of the Subscriber's failure to correctly complete this Agreement;
- (m) the Subscriber will indemnify and hold harmless the Company and, where applicable, its directors, officers, employees, agents, advisors and shareholders, from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained in this Agreement or in any document furnished by the Subscriber to the Company in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Company in connection therewith;
- (n) the Subscriber has been advised to consult the Subscriber's own legal, tax and other advisors with respect to the merits and risks of an investment in the Securities and with respect to applicable resale restrictions, and it is solely responsible (and the Company is not in any way responsible) for compliance with:
  - (i) any applicable laws of the jurisdiction in which the Subscriber is resident in connection with the distribution of the Securities hereunder, and
  - (ii) applicable resale restrictions;

- (o) the Company will refuse to register the transfer of any of the Securities not made in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act and in each case in accordance with applicable securities laws;
- (p) the Subscriber consents to the placement of a legend or legends on any certificate or other document evidencing any of the Securities setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement, with such legend(s) to be substantially as follows:

THE SECURITIES REPRESENTED HEREBY AND, IF APPLICABLE, THE SECURITIES INTO WHICH THE SECURITIES REPRESENTED HEREBY ARE CONVERTIBLE, WERE ISSUED IN AN OFFSHORE TRANSACTION TO A PERSON WHO IS NOT A U.S. PERSON (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"). ACCORDINGLY, NONE OF THE SECURITIES TO WHICH THIS CERTIFICATE RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD IN THE UNITED STATES (AS DEFINED HEREIN) OR, DIRECTLY OR INDIRECTLY, TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN ACCORDANCE WITH THE 1933 ACT. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

- (q) the Company has advised the Subscriber that the Company is relying on an exemption from the requirements to provide the Subscriber with a prospectus to issue the Securities and, as a consequence of acquiring the Securities pursuant to such exemption, certain protections, rights and remedies provided by the applicable securities laws including statutory rights of rescission or damages, will not be available to the Subscriber;
- (r) no securities commission or similar regulatory authority has reviewed or passed on the merits of any of the Securities;
- (s) there is no government or other insurance covering any of the Securities;
- (t) by execution hereof, the Subscriber has waived the need for the Company to communicate its acceptance of the purchase of the Securities pursuant to this Agreement; and
- (u) this Agreement is not enforceable by the Subscriber unless it has been accepted by the Company, and the Subscriber acknowledges and agrees that the Company reserves the right to reject any Subscription for any reason whatsoever.

## **6. Representations, Warranties and Covenants of the Subscriber**

6.1 The Subscriber hereby represents and warrants to and covenants with the Company (which representations, warranties and covenants shall survive the Closing) that:

- (a) the Subscriber is not resident in the United States or Canada and:
  - (i) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws of the securities regulators having application in the jurisdiction in which the Subscriber is resident (the “**International Jurisdiction**” ) which would apply to the acquisition of the Securities,
  - (ii) the Subscriber is purchasing the Securities pursuant to exemptions from prospectus or equivalent requirements under applicable securities laws or, if such is not applicable, the Subscriber is permitted to purchase the Securities under the applicable securities laws of the securities regulators in the International Jurisdiction without the need to rely on any exemptions,
  - (iii) the applicable securities laws of the authorities in the International Jurisdiction do not require the Company to make any filings or seek any approvals of any kind whatsoever from any securities regulator of any kind whatsoever in the International Jurisdiction in connection with the issue and sale or resale of any of the Securities,
  - (iv) the purchase of the Securities by the Subscriber does not trigger:
    - A. any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or
    - B. any continuous disclosure reporting obligation of the Company in the International Jurisdiction, and
  - (v) the Subscriber will, if requested by the Company, deliver to the Company a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (ii), (iii) and (iv) above to the satisfaction of the Company, acting reasonably;
- (b) the Subscriber is not a “U.S. Person” as such term is defined by Rule 902 of Regulation S (the definition of which includes, but is not limited to, an individual resident in the United States and an estate or trust of which any executor or administrator or trust, respectively is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States);
- (c) the Subscriber shall not engage in any hedging transactions involving any of the Securities unless such transactions are in compliance with the provisions of the 1933 Act and in each case only in accordance with applicable securities laws;
- (d) the Subscriber is acquiring the Securities for investment only and not with a view to resale or distribution and, in particular, it has no intention to distribute either directly or indirectly any of the Securities in the United States or to U.S. Persons;

- (e) the Subscriber has not acquired the Securities as a result of, and will not itself engage in, any directed selling efforts (as defined in Regulation S) in the United States in respect of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the Securities; provided, however, that the Subscriber may sell or otherwise dispose of the Securities pursuant to registration thereof under the 1933 Act and any applicable securities laws or under an exemption from such registration requirements;
- (f) the Subscriber is outside the United States when receiving and executing this Agreement and is acquiring the Securities as principal for the Subscriber's own account, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in the Securities;
- (g) the sale of the Securities to the Subscriber as contemplated by the delivery of this Agreement, the acceptance of it by the Company and the issuance of the Securities to the Subscriber complies with all applicable laws of the Subscriber's jurisdiction of residence or domicile and will not cause the Company to become subject to or comply with any disclosure, prospectus or reporting requirements under any such applicable laws;
- (h) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Subscriber;
- (i) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or the constituting documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
- (j) the Subscriber has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber;
- (k) the Subscriber has received and carefully read this Agreement;
- (l) the Subscriber is aware that an investment in the Company is speculative and involves certain risks (including those risks disclosed in the Public Record), including the possible loss of the entire investment;
- (m) the Subscriber has made an independent examination and investigation of an investment in the Securities and the Company and has depended on the advice of its legal and financial advisors and agrees that the Company will not be responsible in any way whatsoever for the Subscriber's decision to invest in the Securities and the Company;
- (n) the Subscriber (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment, and (iii) is able to bear the economic risks of an investment in the Securities for an indefinite period of time;

- (o) the Subscriber (i) is able to fend for him/her/itself in the Subscription; (ii) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the Securities; and (iii) can afford the complete loss of this investment;
- (p) the Subscriber understands and agrees that the Company and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties, covenants and agreements contained in this Agreement and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber shall promptly notify the Company;
- (q) the Subscriber is not an underwriter of, or dealer in, the Securities, nor is the Subscriber participating, pursuant to a contractual agreement or otherwise, in the distribution of the Securities;
- (r) the Subscriber understands and agrees that there may be material tax consequences to the Subscriber of an acquisition or disposition of the Securities. The Company gives no opinion and makes no representation with respect to the tax consequences to the Subscriber under federal, state, provincial, local or foreign tax law of the Subscriber's acquisition or disposition of the Securities;
- (s) the Subscriber has a pre-existing, substantive relationship with the Company (or a person acting on its behalf) that is sufficient to enable the Company (or a person acting on its behalf) to be aware of the Subscriber's financial circumstances or sophistication. This substantive relationship with the Company (or a person acting on its behalf) through which the Subscriber is subscribing the Securities predates the contact between the Company (or a person acting on its behalf) and the Subscriber regarding an investment in the Securities;
- (t) the Subscriber is not aware of any advertisement of any of the Securities and is not acquiring the Securities as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (u) no person has made to the Subscriber any written or oral representations:
  - (i) that any person will resell or repurchase any of the Securities,
  - (ii) that any person will refund the purchase price of any of the Securities, or
  - (iii) as to the future price or value of any of the Securities, or
  - (iv) that any of the Securities will be listed and posted for trading on any stock exchange or automated dealer quotation system or that application has been made to list and post any of the Securities on any stock exchange or automated dealer quotation system, except that certain market makers make market in the Company's shares of common stock on the OTCQB market operated by the OTC Markets Group; and

- (v) the Subscriber acknowledges and agrees that the Company shall not consider the Subscriber's Subscription for acceptance unless the Subscriber provides to the Company, along with an executed copy of this Agreement, such other supporting documentation that the Company or its legal counsel may request to establish the Subscriber's qualification as a qualified investor.

6.2 In this Agreement, the term "U.S. Person" shall have the meaning ascribed thereto in Regulation S promulgated under the 1933 Act and for the purpose of this Agreement includes any person in the United States.

#### **7. Representations and Warranties will be Relied Upon by the Company**

7.1 The Subscriber acknowledges that the representations and warranties contained herein are made by it with the intention that such representations and warranties may be relied upon by the Company and its legal counsel in determining the Subscriber's eligibility to purchase the Securities under applicable securities laws, or (if applicable) the eligibility of others on whose behalf it is contracting hereunder to purchase the Securities under applicable securities laws. The Subscriber further agrees that by accepting delivery of the certificate representing the Note, it will be representing and warranting that the representations and warranties contained herein are true and correct as at the Closing Date with the same force and effect as if they had been made by the Subscriber on the Closing Date and that they will survive the purchase by the Subscriber of the Securities and will continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of such Securities.

#### **8. Resale Restrictions**

8.1 The Subscriber acknowledges that any resale of the Securities will be subject to resale restrictions contained in or required by the securities laws applicable to the Subscriber or proposed transferee.

8.2 The Subscriber acknowledges that the Securities may be subject to an indefinite "hold period" under the applicable securities laws and that the Subscriber will not be able to resell the Securities until expiration of the applicable "hold period" except in accordance with limited exemptions under applicable securities laws.

#### **9. Legending and Registration of Subject Securities**

9.1 The Subscriber hereby acknowledges that a legend may be placed on the certificates representing the Securities to the effect that the securities represented by such certificates are subject to a hold period and may not be traded until the expiry of such hold period except as permitted by applicable securities laws.

9.2 The Subscriber hereby acknowledges and agrees to the Company making a notation on its records or giving instructions to the registrar and transfer agent of the Company in order to implement the restrictions on transfer set forth and described in this Agreement.

#### **10. Waiver**

10.1 The Subscriber hereby waives, to the fullest extent permitted by law, any rights of withdrawal, rescission or compensation for damages to which the Subscriber might be entitled in connection with the distribution of any of the Securities.

## **11. Collection of Personal Information**

11.1 The Subscriber acknowledges and consents to the fact that the Company is collecting the Subscriber's personal information for the purpose of fulfilling this Agreement and completing the Offering. The Subscriber's personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) may be disclosed by the Company to (a) stock exchanges or securities regulatory authorities, (b) the Company's registrar and transfer agent, (c) tax authorities and any other governmental authorities and (d) any of the other parties involved in the Offering, including legal counsel, and may be included in record books in connection with the Offering. By executing this Agreement, the Subscriber is deemed to be consenting to the collection, use and disclosure of the Subscriber's personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) for the foregoing purposes, and to the retention of such personal information for as long as permitted or required by law or business practice. Notwithstanding that the Subscriber may be purchasing the Note as agent on behalf of an undisclosed principal, the Subscriber agrees to provide, on request, particulars as to the identity of such undisclosed principal as may be required by the Company in order to comply with the foregoing.

## **12. Costs**

12.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the purchase of the Note shall be borne by the Subscriber.

## **13. Execution of Subscription Agreement**

13.1 The Company shall be entitled to rely on delivery by facsimile machine or e-mail of an executed copy of this Agreement, and acceptance by the Company of such facsimile or e-mail copy shall be equally effective to create a valid and binding agreement between the Subscriber and the Company in accordance with the terms hereof. If less than a complete copy of this Agreement is delivered to the Company at Closing, the Company and its counsel are entitled to assume that the Subscriber accepts and agrees to all of the terms and conditions of the pages not delivered at Closing unaltered. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

13.2 The Subscriber hereby authorizes the Company to correct any minor errors in, or complete any minor information missing from any part of this Agreement and any other acknowledgements, provisions, forms, certificates or documents executed by the Subscriber and delivered to the Company in connection with the Subscription.

## **14. Currency**

14.1 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of the United States.

## **15. Governing Law**

15.1 This Agreement is governed by the laws of the State of Nevada and the federal laws of the United States applicable therein. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial purchaser for whom it is acting, irrevocably attorns to the jurisdiction of the courts of the State of Nevada.

**16. Survival**

16.1 This Agreement, including, without limitation, the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Note by the Subscriber pursuant hereto.

**17. Assignment**

17.1 This Agreement is not transferable or assignable.

**18. Severability**

18.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

**19. Entire Agreement**

19.1 Except as expressly provided in this Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Agreement contains the entire agreement between the parties with respect to the sale of the Note, and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Company or by anyone else.

**20. Notices**

20.1 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Subscriber shall be directed to the respective addresses of the Parties as set out on the first page of this Agreement.

**21. Counterparts and Electronic Means**

21.1 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereinafter set forth.

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ISSUED IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT").

NONE OF THE SECURITIES REPRESENTED HEREBY, NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE, HAVE BEEN REGISTERED UNDER THE 1933 ACT OR ANY U.S. STATE SECURITIES LAWS AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT, AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE AND FOREIGN SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

Issue Date: December 30, 2016

Principal Amount: \$50,000

## 18% UNSECURED CONVERTIBLE NOTE

### 1. General

1.1 FOR VALUE RECEIVED, REDSTONE LITERARY AGENTS, INC. (the "Company") promises to pay to OCEANSIDE STRATEGIES INC. , having an address at 10 MARKET STREET, #688, CAMANA BAY, CAYMAN ISLANDS KY1-9006 (or its registered assigns) (email: dain.currie@gmail.com, facsimile: 315-814-7862) (the "Holder"), the principal sum of FIFTY THOUSAND DOLLARS ( \$50,000 ) in lawful currency of the United States (the "Principal Amount") on or before December 30, 2021 (the "Maturity Date"), and to pay interest to the Holder on the Principal Amount at the rate of 18.0% per annum, in accordance with Section 0.

### 2. Definitions

2.1 For the purposes hereof, in addition to the terms defined elsewhere in this Note: (i) capitalized terms not otherwise defined herein have the meanings given to such terms in the Subscription Agreement, and (ii) the following terms shall have the following meanings:

- (a) "Business Day" means any day except Saturday, Sunday and any day which is a federal legal holiday in the United States or a day on which banking institutions in the State of California are authorized or required by law or other government action to close;
  - (b) "Conversion Date" means the Business Day after the Holder provides the Conversion Notice to the Company for the conversion of any portion of the Principal Amount and accrued interest thereon into Conversion Shares pursuant to the terms of this Note;
  - (c) "Conversion Notice" has the meaning set forth in Section 0;
  - (d) "Conversion Price" means \$0.03 per Conversion Share, subject to adjustment as provided in Section 0;
  - (e) "Conversion Share" means a Share into which the Principal Amount, and accrued interest thereon, may be converted pursuant to the terms of this Note;
  - (f) "Issue Date" has the meaning set forth on the first page of this Note;
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- (g) “ **Party** ” means either the Company or the Holder, as applicable, and “ **Parties** ” means both of them;
- (h) “ **Person** ” means any individual, sole proprietorship, limited or unlimited liability corporation, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, governmental authority, and a natural person including in such person’s capacity as trustee, heir, beneficiary, executor, administrator or other legal representative;
- (i) “ **Share** ” means a share of common stock in the capital of the Company; and
- (j) “ **Subscription Agreement** ” means the private placement subscription agreement between the Parties dated as of the Issue Date, as amended, modified or supplemented from time to time in accordance with its terms.

### 3. Subscription Agreement

3.1 The Holder has acquired this Note, and this Note has been issued, pursuant to the Subscription Agreement and this Note is subject in all respects to the terms of the Subscription Agreement and incorporates the terms of the Subscription Agreement, provided that, in the event of a conflict between this Note and the Subscription Agreement, the terms of this Note shall prevail.

### 4. Interest

4.1 The Company agrees to pay interest to the Holder on the Principal Amount at the rate of 18.0% per annum, compounded annually. Interest will be payable on the earlier of: (a) the Maturity Date, (b) any Conversion Date, and (c) the date that all amounts owing under this Note are prepaid by the Company in accordance with Section 0. Interest shall be calculated on the basis of a 365-day year and shall accrue daily, commencing on December 30, 2016, until payment in full of the Principal Amount and all other amounts that may become owing under this Note.

### 5. Conversion

5.1 The Parties agree that the Principal Amount, plus any accrued interest thereon, will, at the election of the Holder, be convertible into Conversion Shares subject to the limitations set forth in this Note. Notwithstanding anything to the contrary contained in this Note, this Note shall not be convertible by the Holder, and the Company shall not effect any conversion of this Note or otherwise issue any Conversion Shares pursuant hereto, to the extent (but only to the extent) that, after giving effect to such conversion, the Holder or any of its affiliates would beneficially own in excess of 4.99% (the “ **Maximum Percentage** ”) of the issued and outstanding Shares after such conversion. To the extent the above limitation applies, the determination of whether this Note shall be convertible (vis-à-vis other convertible, exercisable or exchangeable securities owned by the Holder or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by the Holder and its affiliates) shall, subject to the Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to convert this Note or to issue Conversion Shares pursuant to this Section 0 shall have any effect on the applicability of the provisions of this Section 0 with respect to any subsequent determination of convertibility. For purposes of this Section 0, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the “ **1934 Act** ”)

and the rules and regulations promulgated thereunder. The provisions of this Section 0 shall only be implemented in a manner otherwise than in strict conformity with the terms of this Section 0 to correct this Section 0 (or any portion hereof) which may be defective or inconsistent with the intended Maximum Percentage limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to the Maximum Percentage limitation. The limitations contained in this Section 0 shall apply to a successor holder of this Note. For any reason at any time, upon the written or oral request of the Holder, the Company shall within one Business Day confirm orally and in writing to the Holder the number of Shares then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Shares, including, without limitation, pursuant to this Note. By written notice to the Company, the Holder may increase or decrease the Maximum Percentage to any other percentage not in excess of 9.99% specified in such notice; provided that: (a) any such increase will not be effective until the 61st day after such notice is delivered to the Company, and (b) any such increase or decrease will apply only to the Holder sending such notice.

5.2 In order to effect any conversion under this Note and subject to the limitations set forth in this Note, the Holder must provide written notice (the “ **Conversion Notice** ”) to the Company setting out the portion of the Principal Amount, and accrued interest thereon, that is to be converted into Conversion Shares.

5.3 The number of Conversion Shares issuable upon conversion of the Principal Amount to be converted shall be determined by the quotient obtained by dividing (x) by (y) where (x) is equal to the Principal Amount to be converted and (y) is the Conversion Price.

5.4 The number of Conversion Shares issuable upon conversion of any accrued and outstanding interest on this Note shall be determined by the quotient obtained by dividing (x) by (y) where (x) is equal to the amount of accrued interest on the Principal Amount to be converted and (y) is the Conversion Price.

5.5 Not later than five Business Days after any Conversion Date, the Company will deliver to the Holder a certificate representing the Conversion Shares (bearing such legends as may be required by applicable law) representing the aggregate number of Conversion Shares being acquired.

5.6 Upon any conversion hereunder, the Company shall not be required to issue any fraction of a Conversion Share, and the number of Conversion Shares shall be rounded down to the nearest whole number.

5.7 If the Company, at any time while this Note is outstanding: (a) subdivides outstanding Shares into a larger number of Shares, (b) combines (including by way of reverse split) outstanding Shares into a smaller number of Shares, or (c) issues, by reclassification of Shares, any equity securities of the Company, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of Shares outstanding before such event and the denominator shall be the number of Shares outstanding after such event. Any adjustment made pursuant to this Section 0 shall become effective after the effective date of such subdivision, combination or re-classification.

## **6. Repayment**

6.1 Payment of this Note (less any tax required to be withheld by the Company) shall be paid to the Holder by the Company by cheque, wire transfer or such other method as may be mutually agreed to by the Parties from time to time.

## **7. Prepayment**

7.1 Subject to Sections 0 and 0 of this Note, the Company shall pay to the Holder the Principal Amount, and accrued interest thereon, in cash on the Maturity Date. The Company may, at any time prior to the Maturity Date, upon ten calendar days’ prior written notice to the Holder (a “ **Prepayment Notice** ”), prepay any portion of the Principal Amount and accrued interest thereon, without the prior written consent of the Holder, provided that at the time of such prepayment the Holder is able to convert all amounts being prepaid without exceeding the Maximum Percentage.

7.2 The Prepayment Notice shall set forth the date on which prepayment is to occur, such date being no earlier than ten calendar days after the date of the Prepayment Notice and no later than the Maturity Date (in any case, the “ **Prepayment Date** ”), and shall set forth that portion of the Principal Amount to be prepaid, along with the calculated accrued interest thereon, as through and including the Prepayment Date (the “ **Prepayment Amount** ”).

7.3 The Prepayment Amount (less any tax required to be withheld by the Company) shall be paid to the Holder by the Company by cheque, wire transfer or such other method as may be mutually agreed to by the Parties from time to time. The mailing of such cheque, or payment by other means, by the Company on or before the Prepayment Date shall be deemed to be payment on the Prepayment Date unless the cheque is not paid upon presentation, or payment by such other means as may be mutually agreed to by the Parties is not received prior to the Prepayment Date. If only a part of the Principal Amount is to be prepaid, a new certificate for the balance of the Principal Amount shall be issued at the expense of the Company and delivered to the Holder, together with the cheque representing the Prepayment as provided for in this Section 0.

7.4 At any time after a Prepayment Notice is given, the Company shall have the right to deliver to the Holder, or to such other Person as may be directed by the Holder, the Prepayment Amount. Upon the delivery of the Prepayment Amount to the Holder being made, or upon the Prepayment Date, whichever is later, the Note shall be, and be deemed to be, paid and the rights of the Holder shall be limited to receiving, without interest, the amount so deposited. Any interest allowed on such deposit shall accrue to the Company.

## **8. Event of Default**

8.1 For the purposes of this Note, the Company shall be in default upon the occurrence of any one or more of the following events (each such event being, an “**Event of Default**”):

- (a) the Company defaults in the payment of any amounts owing under this Note when due and the Company fails to cure such default within ten (10) Business Days after written notice of default is sent by the Holder to the Company;
- (b) the Company fails to issue the Conversion Shares within ten (10) Business Days after a Conversion Notice is delivered to the Company;
- (c) the Company files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks, consents to, or acquiesces in, the appointment of any trustee, receiver or liquidator of the Company;
- (d) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Company seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of 60 Business Days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of the Company is appointed without the consent or acquiescence of the Company and such appointment remains unvacated and unstayed for an aggregate of 60 Business Days (whether or not consecutive); or
- (e) the Company ceases or threatens to cease to carry on its business.

8.2 If any Event of Default occurs, subject to any cure period, the full Principal Amount, together with interest thereon accrued to the date of the Event of Default, shall become, at the Holder’s election, immediately due and payable in cash. Upon payment of the full Principal Amount, together with accrued interest and any other amounts owing under this Note, this Note shall promptly be surrendered to or as directed by the Company. The Holder need not provide and the Company hereby waives any presentment, demand, protest or other notice of any kind, and the Holder may immediately, subject to any cure period, enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such declaration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights as a Note holder until such time, if any, as the full payment of amounts owing under this Note shall have been received by it. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

**9. Notices**

9.1 Any and all notices or other communications or deliveries to be provided by the Holder hereunder, including, without limitation, any Conversion Notice, shall be in writing, addressed to the Company, and delivered personally or by facsimile, email or overnight courier service to: 3250 Oakland Hills Court, Fairfield, CA 94534; Email: jgeiskopf@aol.com, Attn: Jimmy Geiskopf, or such other email address or physical address as the Company may notify the Holder of from time to time in accordance with Section 0.

9.2 Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing, addressed to the Holder, and delivered personally or by facsimile, email or overnight courier service to the address of the Holder appearing on the first page of this Note, or such other address as the Holder may notify the Company of from time to time in accordance with Section 0.

9.3 Any notice or other communication or delivery hereunder shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered by facsimile or email transmission prior to 5:30 p.m. (Pacific Standard Time) on a Business Day, (b) the second Business Day following the date of mailing, if sent by overnight courier service, or (c) upon actual receipt by the Party to whom such notice is required to be given.

**10. Replacement of Note if Lost or Destroyed**

If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the balance outstanding at such time with respect to the Principal Amount, but only upon receipt of evidence of such loss, theft or destruction of such Note, and of the ownership hereof, and indemnity, if requested, all reasonably satisfactory to the Company.

**11. Governing Law**

All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada, without regard to the principles of conflicts of law thereof.

**12. Waivers**

Any waiver by a Party of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of a Party to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Note. Any waiver must be in writing.

**13. Usury**

If any provision of this Note is invalid, illegal or unenforceable, the balance of this Note shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates applicable laws governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum permitted rate of interest.

**14. Next Business Day**

Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment or other obligation shall be made on the next succeeding Business Day.

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**15. Counterparts and Electronic Means**

This Note may be executed in counterparts, each of which, when so executed and delivered, will constitute an original, and all of which together will constitute one instrument. Delivery of an executed copy of this Note by email transmission or other means of electronic communication capable of producing a printed copy, will be deemed to be execution and delivery of an original copy of this Note as of the Issue Date.

**IN WITNESS WHEREOF** , the Parties have caused this Note to be duly executed as of the Issue Date.

**REDSTONE LITERARY AGENTS, INC.**

**OCEANSIDE STRATEGIES, INC.**

Per: /s/ James P. Geiskopf  
Authorized Signatory

Per: /s/ Dain Currie  
Authorized Signatory

Name: James P. Geiskopf

Name: Dain Currie