
**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 3, 2017

bBooth, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-55314

(Commission
File Number)

90-1118043

(IRS Employer
Identification No.)

**346 S Hauser Blvd, Suite 210
Los Angeles, California**

(Address of principal executive offices)

90036

(Zip Code)

(855) 250-2300

(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))
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Item 1.01 ENTRY INTO MATERIAL DEFINITIVE AGREEMENT.

To the extent required by Item 1.01 of Form 8-K, the information contained or incorporated in Item 3.02 of this Form 8-K is incorporated by reference in 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

To the extent required by Item 2.03 of Form 8-K, the information contained or incorporated in Item 3.02 of this Form 8-K is incorporated by reference in this Item 2.03.

Item 3.02 UNREGISTERED SALES OF EQUITY SECURITIES.

Effective April 4, 2016, we issued an unsecured convertible note payable to Oceanside Strategies, Inc. (“Oceanside”) in the amount of \$680,268.50 (the “Note”). The Note superseded and replaced all previous notes and liabilities due to Oceanside for sums Oceanside loaned to our company in 2014 and 2015. The Note bears interest at the rate of 12% per annum, compounded annually and had a maturity date of December 4, 2016. In consideration for Oceanside’s agreement to convert all prior notes from current demand notes and extend the maturity date to December 4, 2016, we granted Oceanside the right to convert up to 30% of the amount of the Note into shares of our company’s common stock at \$0.07 per share and we issued 2,429,530 share purchase warrants, exercisable at \$0.07 per share until April 4, 2019, which warrants represent 25% of the amount of the Note. The Note was issued to Oceanside, a 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.

Effective January 3, 2017, we entered into an extension agreement (the “Extension Agreement”) with Oceanside to extend the maturity date of the Note to and including August 4, 2017. All other terms of the Note remain unchanged. In consideration for Oceanside’s agreement to extend the maturity date to August 4, 2017 we issued Oceanside 2,429,530 share purchase warrants, exercisable at \$0.08 per share until December 29, 2019, which warrants represent 25% of the amount of the Note. A copy of the form of the Note, the Extension Agreement and the Warrant Agreement are attached to this Form 8-K as Exhibit 10.1, Exhibit 10.2 and 10.3 respectively, and are incorporated by reference herein. The foregoing description of the unsecured convertible note and the warrants do not purport to be complete and are qualified in their entirety by reference to the Note and the warrants.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

- 10.1 April 2016 12% Unsecured Convertible Note issued to Oceanside Strategies, Inc.
- 10.2 Extension Agreement and Amendment to 12% Unsecured Convertible Note issued to Oceanside Strategies, Inc.
- 10.3 Warrant Agreement for Oceanside Strategies, Inc.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this current report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 9, 2017

bBOOTH, INC.

/s/ Rory J. Cutaia

By:

"Rory J. Cutaia"

Name:

Rory J. Cutaia

Title:

Chairman and Chief Executive Officer

NONE OF THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (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. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

April 4, 2016 (the "Issue Date")

US \$680,268.50

12% UNSECURED CONVERTIBLE NOTE

1. General

1.1 **FOR VALUE RECEIVED, bBOOTH, INC.** (the "Issuer") promises to pay to **OCEANSIDE STRATEGIES INC.** of [REDACTED FOR PUBLICATION], (the "Holder"), the principal sum of **SIX HUNDRED EIGHTY THOUSAND TWO HUNDRED SIXTY-EIGHT DOLLARS (\$680,268.50)** in lawful currency of the United States (the "Principal Amount") on December 4, 2016 (the "Maturity Date"). **The Company may prepay any portion of the Principal Amount without the prior written consent of the Holder subject to the Holder's right of Conversion and associated terms and conditions set out in Section 5, and subject to the prepayment terms and conditions set out in Section 7.**

1.2 This unsecured convertible note (this "Note") is interest bearing at the rate of twelve percent (12%) per annum, and may be assignable by Holder with the prior consent of the Issuer.

1.3 This Note consolidates, supersedes and replaces all loan agreements and notes between Issuer and Holder through April 4, 2016; including, but not limited to the Loan Agreement between bBooth, Inc. and Oceanside Strategies, Inc. dated April 30, 2015, which, together with all prior loans referenced therein, is hereby deemed cancelled.

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 Amount" has the meaning ascribed thereto in Section 5.1;
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- (c) “**Conversion Date**” means the date of conversion of the Conversion Amount and accrued interest thereon into Conversion Shares pursuant to the terms of this Note;
- (d) “**Conversion Shares**” means Shares into which the Conversion Amount, and all accrued interest thereon, may be converted pursuant to the terms of this Note;
- (e) “**Conversion Price**” has the meaning ascribed thereto in Section 5.2;
- (f) “**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;
- (g) “**Share**” means a share of common stock in the capital of the Issuer; and
- (h) “**Subscription Agreement**” means the private placement subscription agreement accepted by the Issuer effective as of the Issue Date to which the Issuer and the Holder are parties, 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. Extension

4.1 Holder hereby agrees that at anytime prior to the Maturity Date, and upon the request of Issuer, Holder shall enter into good faith negotiations with Issuer to extend the Maturity Date of this Note to a date, and upon terms to be agreed between the parties hereto

5. Conversion

5.1 The Issuer and the Holder agree that up to **TWO HUNDRED FOUR THOUSAND EIGHTY DOLLARS (\$204,080.00)** of the Principal Amount, plus accrued interest thereon, (the “**Conversion Amount**”), will, at the election of the Holder be either: (a) repaid by the Issuer, in cash, or (b) converted into Conversion Shares.

5.2 This Note is convertible up to the Conversion Amount, at the discretion of the Holder, into Conversion Shares. The conversion price per Conversion Share will be equal to Seven Cents (\$0.07) per Share (the “**Conversion Price**”). For greater certainty, a conversion of the entire Conversion Amount effected on the date hereof would result in the issuance to Holder of TWO MILLION NINE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED THIRTY-SIX (2,915,436) common shares of Issuer.

5.3 In order to effect any conversion under this Note, the Holder must provide written notice (the “**Conversion Notice**”) to the Issuer at anytime but not less than ten (10) business days prior to the Maturity Date (the “**Conversion Deadline**”) specifying therein the portion of the Conversion Amount to be converted and the date on which such conversion shall be effected. Multiple conversions up to the Conversion Amount and accrued interest may be effected at Holder’s election hereunder. To effect conversions hereunder, the Holder shall not be required to physically surrender this Note to the Issuer unless the entire Principal Amount together with accrued interest then remaining unpaid at that time has been so converted. Conversions hereunder shall have the effect of lowering the outstanding Principal Amount in an amount equal to the applicable conversion. The Holder and the Issuer shall maintain records showing the Principal Amount(s) converted and the date of such conversion(s). In the event of any dispute or discrepancy, the records of the Issuer shall be controlling and determinative in the absence of manifest error. **The Holder acknowledges and agrees that, by reason of the provisions of this paragraph, following conversion of a portion of this Note, the unpaid and unconverted Principal Amount of this Note may be less than the amount stated on the face hereof.**

5.4 In the event that the Holder has not provided a Conversion Notice by the Conversion Deadline, and absent any extension of the Maturity Date pursuant to Section 4 above, the Issuer will repay the Principal Amount, plus any accrued interest thereon, in cash, to the Holder on the Maturity Date.

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

5.6 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 to be converted and (y) is the Conversion Price.

5.7 Not later than ten (10) Business Days after any Conversion Date, the Issuer 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.

5.8 Upon any conversion hereunder, the Issuer 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.

5.9 If the Issuer, 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 Issuer, 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 5.9 shall become effective after the effective date of such subdivision, combination or re-classification.

5.10 In the event of: (a) any capital reorganization or any reclassification of the capital stock of the Issuer, (b) the consolidation or merger of the Issuer with another corporation (other than a consolidation or merger in which the outstanding shares of the Issuer's common stock are not converted into or exchanged for other rights or interests), or (c) the sale, transfer or other disposition to another corporation of all or substantially all the properties and assets of the Issuer (any of the events described in this sentence, a "**Significant Transaction**"), upon delivery of notice in accordance with section 5.3 herein prior to the closing of such Significant Transaction, the Holder shall be entitled to purchase the kind and amount of shares of stock and other securities and property (including cash) which the Holder would have been entitled to receive had this Note been converted immediately prior to the effective date of such Significant Transaction.

6. Repayment

6.1 Payment of this Note (less any tax required to be withheld by the Issuer) shall be paid to the Holder by the Issuer by certified check or by such other method as may be mutually agreed to by the Holder and the Issuer from time to time.

7. Prepayment

7.1 Subject to the Holder's rights of conversion set out in Section 5, and subject to the prepayment terms and conditions set out in this Section 7, the Issuer may, at its option, at any time prior to the Maturity Date, upon twenty 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.

7.2 The Prepayment Notice shall set forth the date on which prepayment is to occur, such date being no earlier than twenty 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 through and including the Prepayment Date (the "**Prepayment Amount**").

7.3 The Prepayment Amount (less any tax required to be withheld by the Issuer) shall be paid to the Holder by the Issuer by certified check or such other method as may be mutually agreed to by the Holder and the Issuer from time to time. The mailing of such check, or payment by other means, by the Issuer on or before the Prepayment Date shall be deemed to be payment on the Prepayment Date unless the check is not paid upon presentation, or payment by such other means as may be mutually agreed to by the Holder and the Issuer is not received prior to the Prepayment Date.

7.4 At any time after a Prepayment Notice is given, the Issuer 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 Issuer.

8. Event of Default

8.1 For the purposes of this Note, the Issuer 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 Issuer defaults in the payment of any amounts owing under this Note when due and the Issuer fails to cure such default within twenty (20) Business Days after written notice of default is sent by the Holder to the Issuer;
- (b) the Issuer 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 Issuer;
- (c) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Issuer 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 sixty (60) Business Days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of the Issuer is appointed without the consent or acquiescence of the Issuer and such appointment remains unvacated and unstayed for an aggregate of sixty (60) Business Days (whether or not consecutive); or
- (d) the Issuer ceases 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 Issuer. The Holder need not provide and the Issuer 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 Issuer, and delivered personally or by overnight courier service, prepaid registered mail to: 901 Hancock Ave, Unit 308, West Hollywood, CA, USA 90069, and by Email: jimmy@bbooth.com, Attn: Jimmy Geiskopf and to rory@bbooth.com, Att: Rory Cutaia, or to such other physical address or email address as the Issuer may notify the Holder of from time to time in accordance with Section 9.2.

9.2 Any and all notices or other communications or deliveries to be provided by the Issuer hereunder shall be in writing, addressed to the Holder, and delivered personally or by overnight courier service or prepaid registered mail AND by email to the email address of the Holder appearing in Section 1 of this Note, or such other physical address or email address as the Holder may notify the Issuer of from time to time in accordance with Section 9.1.

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 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 prepaid registered mail; 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

10.1 If this Note shall be damaged, lost, stolen or destroyed, the Issuer may, in its discretion, execute and deliver, in exchange and substitution for and upon cancellation of a damaged Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the balance of the Principal Amount outstanding at such time.

10.2 The Holder will bear the cost of issue of any new Note and, in case of loss, destruction or theft, will furnish to the Issuer such evidence of ownership and of loss, destruction or theft of the Note so lost, destroyed or stolen as will be reasonably satisfactory to the Issuer in its reasonable discretion.

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 laws of the State of Nevada, without regard to the principles of conflicts of law thereof.

12. Waivers

Any waiver by either the Issuer or the Holder 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 either the Issuer or the Holder, as applicable, to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive such 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. Invalidity

Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, and shall not invalidate the remainder of such provision or the remaining provisions of this Note.

14. Successors and Assigns

This Note shall be binding on the Issuer and its permitted successors and assigns, and shall inure to the benefit of the Holder and its permitted successors and assigns.

15. Amendment and Waiver

Any term or provision of this Note may be amended or waived upon mutual prior written agreement of the Issuer and the Holder.

16. Payments

All payments under this Note shall be in lawful money of the United States of America and shall be made to the Holder. All payments shall be applied first to accrued interest, and thereafter to the Principal Amount.

17. Interest Rate

Notwithstanding any other provision herein to the contrary, this Note is hereby expressly limited so that the interest rate charged hereunder shall at no time exceed the maximum rate permitted by applicable law. If, for any circumstance whatsoever, the interest rate charged exceeds the maximum rate permitted by applicable law, the interest rate shall be reduced to the maximum rate permitted, and if the Holder shall have received an amount that would cause the interest rate charged to be in excess of the maximum rate permitted, such amount that would be excessive interest shall be applied to the reduction of the Principal Amount and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of the Principal Amount, such excess shall be refunded to the Issuer.

18. Titles and Subtitles

The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

19. Rights and Remedies

Each of the rights, remedies or options provided herein, or available at law or in equity which may be exercised by the Holder may be exercised separately or concurrently with any one or more other options, rights, or remedies. Such rights, powers and remedies shall not be exhausted by any exercise thereof but may be exercised as often as occasion therefor shall occur. The Holder shall not by any act of omission or commission be deemed to waive any of its rights, powers or remedies under this Note unless such waiver is in writing and signed by the Holder and then only to the extent specifically set forth therein. Failure to exercise any option, right, or remedy shall not constitute a waiver of the right of the Holder to exercise such option, right or remedy in the event of or with respect to any prior, subsequent or concurrent transaction or occurrence of the same or a different kind or character. The Holder's acceptance of any partial payment after the time when such payment becomes due and payable hereunder shall not be held to establish a custom, or to waive any of the Holder's rights to enforce prompt payment of this Note or any of the Holder's other rights hereunder.

20. 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.

21. 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 facsimile or 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 Issuer and the Holder have caused this Note to be duly executed as of the Issue Date.

bBOOTH, INC.

OCEANSIDE STRATEGIES, INC.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Name: *RORY J. CUTAIA*,
CHIEF EXECUTIVE OFFICER

Name: _____

**AMENDMENT
TO
12% UNSECURED CONVERTIBLE NOTE**

This Amendment To 12% Unsecured Convertible Note is entered into as of December 30, 2016 (the "Effective Date"), by and between **bBooth, Inc.**, located at 346 S Hauser Blvd, Unit 210, Los Angeles, California, 90036 (the "Company"), and **Oceanside Strategies, Inc.** of 10 Market Street, #688, Camana Bay, Cayman Islands KY1-9006 (the "Holder"), referred to hereinafter collectively as the "Parties."

WHEREAS, on or about April 4, 2016, the Company, as Issuer, issued to Holder a 12% Unsecured Convertible Note (the "Note") with a maturity date of December 4, 2016.

WHEREAS, Holder and the Company wish to extend the Maturity Date as defined therein to and including August 4, 2017, and that all other terms and conditions set forth in the Note are to remain unchanged and continue to have full force and effect.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Holder and the Company agree as follows:

1. Terms

- a. The Company and the Holder agree to an extension of the Maturity Date as defined in the Note, to and including August 4, 2017.
 - b. Holder and the Company further agree that all other terms and conditions set forth in the Agreement shall remain unchanged and continue to have full force and effect.
 - c. In connection with this Amendment to the Note, the Company will issue Holder 2,429,530 warrants exercisable at \$.08.
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IN WITNESS WHEREOF, the Parties have duly executed this Agreement, as of the date first above written.

bBOOTH, INC.

By its authorized signatory:

Name: James P. Geiskopf
Position: Duly Authorized Member of the Board of Directors

Oceanside Strategies, Inc.

By its duly authorized signatory:

Name:
Position:

NONE OF THE SECURITIES REPRESENTED HEREBY, NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE, HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES (AS DEFINED HEREIN) OR TO A U.S. PERSON (AS DEFINED HEREIN) 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. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

WARRANT CERTIFICATE

bBOOTH, INC.

THESE WARRANTS WILL EXPIRE AND BECOME NULL AND VOID AT THE TIME OF EXPIRY (AS DEFINED HEREIN).

Warrant Certificate No.: OS-2016-12-30

Number of Warrants: 2,429,530

This is to certify that, for value received, **OCEANSIDE STRATEGIES INC. of 10 Market Street, #688, Camana Bay, Cayman Islands KY1-9006 and at info@oceansidestrategies.com**, (the "Holder"), is the registered holder of **TWO MILLION FOUR HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED THIRTY (2,429,530)** share purchase warrants (each, a "Warrant") of **bBOOTH, INC.** (the "Company"). Each Warrant will entitle the Holder, upon and subject to the terms and conditions attached to this certificate or any replacement certificate (in either case the "Warrant Certificate") as Appendix "A" (the "Terms and Conditions"), to acquire from the Company one fully paid and non-assessable share of common stock in the capital of the Company (each, a "Warrant Share") at a price of \$0.08 per Share at any time prior to 5:00 p.m. (Pacific time) on **December 29, 2019** (the "Time of Expiry").

The Warrants are issued subject to the Terms and Conditions, and the Holder may exercise the right to purchase Warrant Shares only in accordance with the Terms and Conditions.

Nothing contained herein or in the Terms and Conditions will confer any right upon the Holder, or any other Person (as defined in the Terms and Conditions), to subscribe for or purchase any Warrant Shares referenced herein at any time subsequent to the Time of Expiry, and, from and after such time, the Warrants and all rights under this Warrant Certificate will be void and of no value.

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be executed this 30th day of December, 2016

bBOOTH, INC.

Per: _____
Authorized Signatory

APPENDIX "A"

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 Definitions

In these Terms and Conditions, unless there is something in the subject matter or context inconsistent therewith:

- (a) "**Business Day**" means any day of the year other than Saturday, Sunday or any day on which banks are required or authorized to close in the State of California;
- (b) "**Company**" means bBooth, Inc., until a successor corporation will have become such as a result of a Reorganization, and, thereafter, "Company" will mean such successor corporation;
- (c) "**Exchange**" means the OTCQB Market of the OTC Markets Group, or such other stock exchange or quotation system on which the Shares may be principally traded or quoted at the applicable time;
- (d) "**Exercise Price**" means \$0.08 per Warrant Share, subject to adjustment as provided in Section 4.7;
- (e) "**Exercise Date**" has the meaning given to such term in Section 4.2(a);
- (f) "**Holder**" means the holder of the Warrants;
- (g) "**Issue Date**" means **December 30, 2016**;
- (h) "**Person**" means a natural person, corporation, limited liability corporation, unlimited liability corporation, joint stock corporation, partnership, limited partnership, limited liability partnership, trust, trustee, any unincorporated organization, joint venture or any other entity;
- (i) "**Reorganization**" has the meaning given to such term in Section 4.7(a)(ii);
- (j) "**Shares**" means the shares of common stock in the capital of the Company as constituted at the date hereof and any Shares resulting from any subdivision or consolidation of the Shares;
- (k) "**Subscription Form**" has the meaning given to such term in Section 4.1(a);
- (l) "**Time of Expiry**" means 5:00 pm (Pacific Time) on **December 29, 2019**;
- (m) "**VWAP**" means either: (i) if the Shares are then listed or quoted on the Exchange, the volume weighted average price per Share of the Shares on the Exchange, or (ii) if the Shares are not then listed or quoted on the Exchange, the fair market value per Share as determined by: (A) an independent appraiser selected in good faith by the Holder and the Company or (B) as otherwise may be mutually agreed upon by the Holder and the Company;

- (n) “**Warrant Certificate**” means the Warrant Certificate attached to these Terms and Conditions;
- (o) “**Warrants**” means the share purchase warrants of the Company represented by the Warrant Certificate; and
- (p) “**Warrant Shares**” means the Shares issuable upon exercise of the Warrants.

1.2 Gender

Words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders.

1.3 Interpretation not affected by Headings

The division of these Terms and Conditions into sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation thereof.

1.4 Applicable Law

The Warrants will be exclusively construed in accordance with the laws of the State of Nevada. The Warrant Certificate and these Terms and Conditions are governed by the laws of the State of California and the federal laws of the United States applicable therein.

1.5 Currency

Unless otherwise provided, all dollar amounts referred to in the Warrant Certificate and these Terms and Conditions are in lawful money of the United States of America.

2. **ISSUE OF WARRANTS**

2.1 Additional Warrants

The Company may at any time and from time to time issue additional warrants or grant options or similar rights to purchase Shares.

2.2 Warrants to Rank Pari Passu

All Warrants and additional warrants, options or similar rights to purchase Shares from time to time issued or granted by the Company will rank *pari passu*, whatever may be the actual dates of issue or grant thereof, or of the dates of the certificates by which they are evidenced.

2.3 Replacement of Lost or Damaged Warrant Certificate

- (a) If the Warrant Certificate becomes mutilated, lost, destroyed or stolen, the Company, at its discretion, may issue and deliver a new Warrant Certificate of like date and tenor as the one mutilated, lost, destroyed or stolen, in exchange for, in place of, and upon cancellation of, such mutilated Warrant Certificate, or in lieu of, and in substitution for, such lost, destroyed or stolen Warrant Certificate.

- (b) The applicant for the issue of a new Warrant Certificate pursuant hereto will bear the cost of such issue and, in case of loss, destruction or theft, will furnish to the Company such evidence of ownership and of loss, destruction or theft of the Warrant Certificate so lost, destroyed or stolen as will be satisfactory to the Company in its discretion. Such applicant may also be required to furnish indemnity in amount and form satisfactory to the Company in its discretion, and will pay the reasonable charges of the Company in connection therewith.

2.4 Holder Not a Shareholder

The holding of the Warrant Certificate will not constitute the Holder a shareholder of the Company, nor entitle it to any right or interest in respect thereof except as expressly provided in the Warrant Certificate.

3. **NOTICE**

3.1 Notice to Holders

Any notice required or permitted to be given to the Holder will be in writing and may be given by prepaid registered post, electronic facsimile transmission or other means of electronic communication capable of producing a printed copy to the address of the Holder appearing on the Warrant Certificate or to such other address as the Holder may specify by notice in writing to the Company to the address set forth in Section 3.2, and any such notice will be deemed to have been given and received by the Holder: (i) if mailed, on the third Business Day following the mailing thereof; (ii) if by facsimile or other electronic communication, on successful transmission; or (iii) if delivered, on delivery, but if at the time of mailing, or between the time of mailing and the third Business Day thereafter, there is a strike, lockout or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

3.2 Notice to the Company

Any notice required or permitted to be given to the Company will be in writing and may be given by prepaid registered post, electronic facsimile transmission or other means of electronic communication capable of producing a printed copy to the address of the Company set forth below or such other address as the Company may specify by notice in writing to the Holder to the address of the Holder appearing on the Warrant Certificate, and any such notice will be deemed to have been given and received by the Company: (i) if mailed, on the third Business Day following the mailing thereof; (ii) if by facsimile or other electronic communication, on successful transmission; or (iii) if delivered, on delivery, but if at the time of mailing, or between the time of mailing and the third Business Day thereafter, there is a strike, lockout or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

Notices to the Company will be delivered to:

bBooth, Inc.
346 S. Hauser Blvd, Suite 210
Los Angeles, CA 90036
Attn: Jimmy Geiskopf
Email: jimmy@bbooth.com

4. **EXERCISE OF WARRANTS**

4.1 Method of Exercise of Warrants

The Holder may exercise its right to purchase the Warrant Shares at the Exercise Price at any time until the Time of Expiry by:

- (a) providing the Company with the Warrant Certificate and a completed and executed subscription form, in the form attached as Appendix “B” hereto (the “**Subscription Form**”), for the number of Warrant Shares which the Holder wishes to purchase;
- (b) surrendering the Warrant Certificate and the Subscription Form to the Company at the address set forth in Section 3.2; and
- (c) either: (i) paying the appropriate Exercise Price for the number of Warrant Shares subscribed for, either by bank draft, certified check or money order, payable to the Company, and delivering such payment to the Company at the address set forth in Section 3.2, or by wire transfer to such account as may be provided by the Company to the Holder upon request, or (ii) indicating in the Subscription Form that the Holder intends to exercise the applicable Warrants by cashless exercise as provided for in Section 4.3.

4.2 Effect of Exercise of Warrants

- (a) On the first Business Day following the date the Company receives a duly executed Subscription Form and the Exercise Price for the number of Warrant Shares specified in the Subscription Form (the “**Exercise Date**”), the Warrant Shares so subscribed for will be deemed to have been issued and the Person(s) to whom such Warrant Shares have been deemed to be issued will be deemed to have become the holder (or holders) of record of such Warrant Shares on such date.
- (b) As promptly as practicable after the Exercise Date and, in any event, within ten (10) Business Days of the Exercise Date, the Company will cause to be delivered to the Person in whose name the Warrant Shares so subscribed for are to be registered as specified in the Subscription Form, and courier to such Person at its respective address specified in the Subscription Form, a certificate for the appropriate number of fully paid and non-assessable Warrant Shares, which will not exceed that number which the Holder is entitled to purchase pursuant to the Warrant Certificate surrendered.

4.3 Cashless Exercise.

If at any time after the date that is six months following the Issue Date, there is no effective registration statement registering, or no current prospectus available for, the resale of the Warrant Shares by the Holder, then the Warrants may be exercised, in whole or in part, by means of a “cashless exercise” pursuant to the following formula:

$$X = \frac{Y(A-B)}{A}$$

where: X = the number of Warrant Shares to be issued to the Holder upon the cashless exercise;

Y = the number of Warrants to be exercised by way of cashless exercise;

A = the VWAP per Share for the ten (10) Business Days immediately preceding the Exercise Date; and

B = the Exercise Price at the time the Warrants are to be exercised.

4.4 Subscription for Less Than Entitlement

The Holder may subscribe for and purchase a number of Warrant Shares less than the number which the Holder is entitled to purchase pursuant to the surrendered Warrant Certificate. In the event of any purchase of a number of Warrant Shares less than the number which can be purchased pursuant to the Warrant Certificate, the Holder, upon exercise thereof, will be entitled to receive a new Warrant Certificate in respect of the balance of the Warrant Shares which the Holder was entitled to purchase pursuant to the surrendered Warrant Certificate and which were not then purchased.

4.5 Warrants for Fractions of Warrant Shares

If, on exercise or partial exercise of any Warrant, the Holder is entitled to receive a fraction of a Warrant Share, such Warrant may be exercised in respect of such fraction only in combination with another Warrant or Warrants which, in the aggregate, entitle the Holder to receive a whole Warrant Share.

4.6 Expiration of Warrants

The Holder agrees that, after the Time of Expiry, all rights under the Warrant Certificate and these Terms and Conditions will wholly cease and terminate and the Warrants will be void and of no further force and effect.

4.7 Adjustment of Exercise Price

- (a) The Exercise Price and the number of Warrant Shares deliverable upon the exercise of the Warrants will be subject to adjustment in the event of and in the manner following:
 - (i) if and whenever the Shares at any time outstanding are subdivided into a greater, or consolidated into a lesser, number of Shares, the Exercise Price will be decreased or increased proportionately as the case may be. Upon any such subdivision or consolidation, the number of Warrant Shares deliverable upon the exercise of the Warrants will be increased or decreased proportionately as the case may be; and
 - (ii) in the case of any capital reorganization or of any reclassification of the capital of the Company, or in the case of the consolidation, merger or amalgamation of the Company with or into any other company (in any case, a “**Reorganization**”), each Warrant will, after such Reorganization, be deemed to confer the right to purchase the number of Warrant Shares or other securities of the Company (or of the company resulting from such Reorganization) which the Holder would have been entitled to upon the Reorganization if the Holder had been a shareholder of the Company at the time of such Reorganization.
- (b) In the case of any Reorganization, appropriate adjustments will be made in the application of the provisions of this Section 4.7 relating to the rights and interest thereafter of the Holder so that the provisions of this Section 4.7 will be made applicable as nearly as reasonably possible to any Warrant Shares or other securities deliverable after the Reorganization on the exercise of the Warrants.

- (c) The subdivision or consolidation of Shares at any time outstanding into a greater or lesser number of Shares (whether with or without par value) will not be deemed to be a Reorganization for the purposes of this Section 4.7.
- (d) The adjustments provided for in this Section 4.7 are cumulative and will become effective immediately after the applicable record date or, if no record date is fixed, the effective date of the event which results in such adjustments.

4.8 Determination of Adjustments

If any questions will at any time arise with respect to the Exercise Price or any adjustment provided for in Section 4.7, such questions will be conclusively determined by the independent firm of accountants duly appointed as auditors of the Company, or, if they decline to so act, by any other firm of certified public accountants registered with the Public Company Accounting Oversight Board that the Company may designate and who will have access to all appropriate records, and such determination will be binding upon the Company and the Holder.

5. **MODIFICATION OF TERMS AND CONDITIONS FOR CERTAIN PURPOSES**

From time to time, the Company may, subject to the provisions herein, modify the Terms and Conditions for the purpose of correction or rectification of any ambiguities, defective provisions, errors or omissions.

6. **TIME OF ESSENCE**

Time will be of the essence hereof.

7. **SUCCESSORS**

This Warrant Certificate will enure to the benefit of, and will be binding upon, the Company and its successors.

8. **WARRANTS TRANSFERABLE**

The Warrants, and any rights attached to any of them, are transferable.

APPENDIX B
SUBSCRIPTION FORM

TO: bBooth, Inc.
346 S. Hauser Blvd, Suite 210
Los Angeles, CA 90036

The undersigned holder of the within Warrant Certificate (the “**Holder**”) hereby subscribes for:

- (a) _____ shares of common stock (each, a “**Share**”) in the capital of bBooth, Inc. (the “**Company**”) at an exercise price of \$0.08 per Share, in which case this Subscription Form is accompanied by a certified check or bank draft payable to the Company, or the Holder has arranged for a wire transfer to such account as has been directed by the Company, for the whole amount of the purchase price of the Shares; or
- (b) such number of Shares as is determined in accordance with the cashless exercise mechanism set out in Section 4.3 of the Terms and Conditions to which this Appendix B is attached (the “**Terms and Conditions**”),

in either case in accordance with the Terms and Conditions.

The Holder represents and Warrants that the Holder is an accredited investor (as such term is defined in Regulation D promulgated under the Securities Act of 1933, as amended).

The Holder hereby directs that the Shares hereby subscribed for be registered and delivered as follows:

NAME(S) IN FULL	ADDRESS(ES)	NUMBER OF SHARES
TOTAL:		

(Please print the full name in which share certificates are to be issued, stating whether Mr., Mrs. or Miss is applicable).

DATED this ____ day of _____, 20__.

In the presence of:

Signature of Holder

Name of Holder (please print)

Address of Holder

LEGENDS

The certificates representing the Shares acquired on the exercise of the Warrants will bear the following legends, if and as applicable, and all such other legends as may be required at the time of exercise under applicable securities laws:

NONE OF THE SECURITIES REPRESENTED HEREBY, NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE, HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES (AS DEFINED HEREIN) OR TO A U.S. PERSON (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATIONS 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. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATIONS UNDER THE 1933 ACT.

INSTRUCTIONS FOR SUBSCRIPTION FORM

The signature to the Subscription Form must correspond in every particular with the name written upon the face of the Warrant Certificate without alteration or enlargement or any change whatever. If there is more than one subscriber, all must sign.

In the case of Person(s) signing by agent or attorney or by personal representative(s), the authority of such agent, attorney or representative(s) to sign must be proven to the satisfaction of the Company.

If the Warrant Certificate and the Subscription Form are being sent by mail, they must be sent by registered mail.
