
**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): August 30, 2016

EnergyTEK Corp.

(Exact name of registrant as specified in its charter)

Nevada

(State or other Jurisdiction of Incorporation)

814-00175

(Commission File Number)

86-0490034

(IRS Employer Identification No.)

7960 E. Camelback, #511
Scottsdale, AZ

(Address of principal executive offices)

85251

(Zip Code)

Registrant's telephone number, including area code: (480) 663-8118

(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.**

Effective August 30, 2016, EnergyTEK Corp., a Nevada corporation (the "Company"), issued an institutional investor a note (the "Note") evidencing a loan in the amount of \$30,000 with a maturity of September 30, 2016. The Note does not accrue interest except in the event of default, in which case it will accrue annual interest in the amount of 18%. In the event of default, the Note will be convertible into 2,667 shares of a new series of preferred stock of the Company which will be designated the Series A-2 Convertible Preferred Stock, par value \$0.01 per share (the "Series A-2"). If designated, the Series A-2 will have identical terms to, and be pari passu with, the Company's previously issued Series A-1 Convertible Preferred Stock.

The Company loaned all proceeds from issuance of the Note to the target of a potential merger transaction currently being negotiated by the Company. The loan to the potential merger target is interest free, except in the event of default, and matures September 30, 2016. The Company cannot make any assurances as to if, or when, the proposed merger transaction will close.

The Note and shares issuable upon conversion have not been registered under the Securities Act of 1933 (the "Act") and were issued and sold in reliance upon the exemption from registration contained in Section 4(a)(2) of the Act and Rule 506(b) promulgated thereunder. These shares may not be offered or sold in the United States in the absence of an effective registration statement or exemption from the registration requirements under the Act.

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

The disclosure included under Item 1.01, above, is incorporated by reference herein.

Item 9.01 **Financial Statements and Exhibits.**

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|--------------------|
| 10.1 | Form of Note |

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 thereunto duly authorized.

EnergyTEK Corp.

Date: September 6, 2016

By: /s/ Jonathan R. Read
Name: Jonathan R. Read
Title: Chief Executive Officer

This note may not be sold, pledged, transferred or assigned except in a transaction which is exempt under provisions of the Securities Act of 1933 and any applicable state securities laws or pursuant to an effective registration statement; and in the case of an exemption, only if the company has received an opinion of counsel satisfactory to the company that such transaction does not require registration of this note.

\$30,000

Convertible Promissory Note

August 30, 2016

For value received, the undersigned EnergyTek, a Nevada corporation (the "Company"), hereby promises to pay to the order of _____ (the "Holder"), the principal sum of Thirty Thousand and xx/100 (\$30,000.00) without interest, and in the event of default at 18% per annum (computed on the basis of the actual number of days elapsed over a 360-day year) compounded on the last day of each month, until the entire principal amount and accrued interest hereof shall have been paid in full (the "Default Rate"). The principal is due and payable on September 30, 2016. Upon a default, in addition to all other remedies the Holder may have it may by written notice elect to convert this Note into 2,666.67 shares of a new Series A-2 Convertible Preferred Stock of the Company which shall be identical to and pari passu to the outstanding Series A-1 Convertible Preferred Stock as described in the Certificate of Designations for the Series A-1 Convertible Preferred Stock on file with the Secretary of State of Nevada.

The principal and interest shall be paid in lawful money of the United States of America to the Holder at _____, or at such other place as the Holder shall designate for such purpose in writing.

This Note may be prepaid in whole or in part, at any time without penalty.

This Note shall be in default when payment shall not have been made on the due date. This Note shall remain in default until said payment shall have been made. In the event that upon default the Holder retains counsel to collect the Note and/or files an action to collect this Note, the Holder shall be entitled to reasonable attorneys' fees and costs. "Attorney's fees" are defined to include, but are not limited to, all fees, reasonably and actually incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, proceedings and appeals, as well as appearances in and connected with any bankruptcy proceedings or creditors, reorganization, or similar proceedings. "Attorney's fees" shall also include reasonable and actually incurred paralegal and law clerk fees.

No provision hereof shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal hereof and interest and premium, if any, herein at the time and place specified herein.

The rights and remedies of the Holder shall be cumulative and concurrent, may be pursued separately or successively, and may be exercised as often as occasion therefore shall arise. Failure to exercise any right or remedy shall not be deemed a waiver or release thereof.

The Company hereby waives presentment for payment, notice of demand, notice of non-payment or dishonor, protest, notice of protest, notice of intention to accelerate, notice of acceleration, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of payment of this Note, and hereby waives all notice or right of approval of any extensions, renewals, or modifications or forbearance which may be allowed.

Upon the occurrence of a default, the interest rate to be paid by the Company on the amount due hereunder shall continue at the Default Rate even after the entry of a judgment against the Company.

All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS NOTE OR ANY TRANSACTION CONTEMPLATED HEREBY.**

The Company agrees that: (a) the obligation evidenced by this Note is an exempted transaction under the Truth in Lending Act, 15 U.S.C. Section 1601 et seq.; (b) said obligation constitutes a business loan for the purpose of the application of any laws that distinguish between consumer loans and business loans and that have as their purpose the protection of consumers; (c) the proceeds of the indebtedness evidenced by this Note will not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors of the Federal Reserve System; and (d) upon demand or upon the due date if no demand is made, the Holder shall not have any obligation to refinance the indebtedness evidenced by this Note or to extend further credit to the Company.

The Company and any and all others who are now or may become liable for all or part of the obligations of the Company under this Note agree to be jointly and severally bound hereby and jointly and severally, to the extent permitted by law: (a) waive and renounce any and all redemption rights, exemption rights (whether under any state constitution, homestead laws or otherwise), and the benefit of all valuation and appraisal privileges against the indebtedness evidenced by this Note or by any extension or renewal hereof; (b) agree that the liability of each of them shall be unconditional and without regard to the liability of any other person or entity for the payment hereof, and shall not in any manner be affected by any indulgence or forbearance granted or consented to by the Holder to any of them with respect hereto; (c) consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by the Holder with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment hereof, or any part thereof, with or without substitution, and to the release of any person or entity liable for the payment hereof; and (d) consent to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agree that the addition of any such obligor or security shall not affect the liability of any obligor for the payment hereof.

The Company and the Holder, as an independent covenant, irrevocably waive the right to a jury trial and the right thereto in any and all disputes between the Company and such holder hereunder.

Upon any endorsement, assignment, or other transfer of this Note by the Holder or by operation of law, the term "Holder," as used herein, shall mean such endorsee, assignee, or other transferee or successor to the Holder, then becoming the holder of this Note. This Note shall inure to the benefit of the Holder and its successors and assigns and shall be binding upon the undersigned and their successors and assigns. The term "Company" as used herein, shall include the respective successors and assigns of the Company and any other obligor.

"Attorney's fees" are defined to include, but are not limited to, all fees, reasonably and actually incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, proceedings and appeals, as well as appearances in and connected with any bankruptcy proceedings or creditors, reorganization, or similar proceedings. "Attorney's fees" shall also include reasonable and actually incurred paralegal and law clerk fees.

Any provision hereof found to be illegal, invalid, or unenforceable for any reason whatsoever shall not affect the validity, legality or enforceability of the remainder hereof.

This Note was reviewed by all of the parties hereto who fully understand the terms and consequences of this Note and have been duly advised by their counsel concerning all aspects of the transactions contemplated herein.

This Note may not be amended, modified, changed or discharged orally, but only by an agreement in writing signed by both the Company and the Holder.

Time is of the essence with regard to the performance of the obligations of the Company in this Note and each and every term, covenant and condition herein by or applicable to the Company.

Any check, draft, money order or other instrument given in payment of all or any portion of this Note may be accepted by the Holder (or any other holder hereof) and handled in collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of the Holder (or any other holder hereof), except to the extent actual cash proceeds of such instruments are unconditionally received by the Holder (or other holder hereof) and applied to the indebtedness as herein provided.

Provided that this Note shall not have been previously paid in full, upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, the Company will execute and deliver to the Holder in lieu thereof, upon surrender and cancellation of any mutilated Note, a replacement note dated as of the date of this Note, identical in form and substance to this Note, and upon such execution and delivery all references in the Security Agreement to this Note shall be deemed to refer to such replacement note.

This Note contains and embodies the entire agreement of the parties hereto, and any representations, inducements or agreements, oral or otherwise, not contained in this Note shall not be of any force and effect.

IN WITNESS WHEREOF, the undersigned intending to be legally bound, has executed this Note, as of the date set forth above.

EnergyTek Corp.

By: _____
Jonathan R. Read Chief Executive Officer

