

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

EMERGENT CAPITAL, INC.

Form: SC 13D/A

Date Filed: 2019-01-02

Corporate Issuer CIK: 1494448

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 3)*

EMERGENT CAPITAL, INC.

(Name of Issuer)

Common Stock, \$0.01 par value

(Title of Class of Securities)

29102N105

(CUSIP Number)

Brett Lawrence
Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, NY 10038
212-806-5422

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

December 28, 2018

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Robert C. Knapp	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (See Item 2) (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF, OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 (See Item 5)
	8	SHARED VOTING POWER 0 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0 (See Item 5)
	10	SHARED DISPOSITIVE POWER 0 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> See Item 5	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0 (See Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Ironsides Partners LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (See Item 2) (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 (See Item 5)
	8	SHARED VOTING POWER 0 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0 (See Item 5)
	10	SHARED DISPOSITIVE POWER 0 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> See Item 5	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0 (See Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Ironsides P Fund L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (See Item 2) (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO, WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 (See Item 5)
	8	SHARED VOTING POWER 0 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0 (See Item 5)
	10	SHARED DISPOSITIVE POWER 0 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> See Item 5	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0 (See Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Ironsides Partners Special Situations Master Fund II L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (See Item 2) (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 (See Item 5)
	8	SHARED VOTING POWER 0 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0 (See Item 5)
	10	SHARED DISPOSITIVE POWER 0 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> See Item 5	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0 (See Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Ironsides Partners Special Situations Master Fund III L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (See Item 2) (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 (See Item 5)
	8	SHARED VOTING POWER 0 (See Item 5)
	9	SOLE DISPOSITIVE POWER 0 (See Item 5)
	10	SHARED DISPOSITIVE POWER 0 (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0 (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> See Item 5	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0 (See Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

This Amendment No. 3 (the "Amendment No. 3") to Schedule 13D relates to the Schedule 13D filed on August 4, 2017 (the "Original Schedule 13D", as amended by that Amendment No. 1 to the Schedule 13D filed on August 24, 2017, and as further amended by that Amendment No. 2 to the Schedule 13D filed on January 2, 2018, the "Amended Schedule 13D") by Ironsides Partners LLC ("Ironsides"), Robert C. Knapp, Ironsides P Fund L.P. ("P Fund"), Ironsides Partners Special Situations Master Fund II L.P. ("Master Fund") and Ironsides Partners Special Situations Master Fund III L.P. ("Fund III") relating to the common stock, \$0.01 par value (the "Common Stock") of Emergent Capital, Inc. (the "Issuer").

Capitalized terms used but not defined in this Amendment No. 3 shall have the meanings set forth in the Amended Schedule 13D.

Except as specifically amended by this Amendment No. 3, the Amended Schedule 13D is unchanged.

Item 4. Purpose of Transaction.

Item 4 of the Amended Schedule 13D is hereby amended and restated to read in full as follows:

"The 5.00% Convertible Notes held as of August 4, 2017 and Common Stock Purchase Warrants held as of August 4, 2017 were acquired by the Reporting Persons in connection with the consummation of the Recapitalization Transactions. The 5.00% Convertible Notes acquired by the Reporting Persons on August 17, 2017, August 18, 2017, August 25, 2017, September 5, 2017 and December 28, 2017 were acquired in open market transactions. The Reporting Persons still continue to hold \$500 in aggregate principal amount of 8.50% Convertible Notes that were not accepted for exchange in the Exchange Offer. As part of the Recapitalization Transactions, pursuant to the Designation Agreement (as defined below), Mr. Knapp was appointed to the board of directors of the Issuer (the "Board"), effective as of July 28, 2017.

On December 28, 2018, Ironsides entered into a Letter Agreement (the "Commitment Letter") with the Issuer. Subject to the terms and conditions in the Commitment Letter, Ironsides, on behalf of the funds and/or clients managed by it, has agreed, upon receipt of a written demand by the Issuer, to purchase from the Issuer, on or before January 31, 2019, up to \$2.0 million in principal amount of the Issuer's 8.5% Senior Secured Notes due 2021 (the "8.5% Senior Notes") for a purchase price of \$750 per each \$1,000 in principal amount of 8.5% Senior Notes. Subject to the terms and conditions in the Commitment Letter, including compliance with all applicable laws, including securities laws, and internal investment guidelines applicable to Ironsides and the funds and/or clients managed by it, Ironsides, on behalf of the funds and/or clients managed by it, has also agreed to attempt to purchase 8.5% Convertible Notes on the open market or in privately negotiated transactions on terms acceptable to Ironsides in its sole and absolute discretion. If Ironsides and/or the funds and/or clients managed by it does purchase any 8.5% Convertible Notes, Ironsides, on behalf of the funds and/or clients managed by it, has agreed that such fund and/or client holding any such 8.5% Convertible Notes will consent to amendments to the indenture governing the 8.5% Convertible Notes that would (a) extend the maturity date of the 8.5% Convertible Notes to match the maturity date of the 5.0% Convertible Notes and (b) permit interest on the 8.5% Convertible Notes to be paid in kind.

The foregoing description of the Commitment Letter and the transactions contemplated therein does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the full text of the Commitment Letter, which is incorporated herein by reference. The Commitment Letter is attached as Exhibit IX to this Amendment No. 3.

Subject to Mr. Knapp's duties as a member of the Board, depending on various factors, including the Issuer's financial position and strategic direction, the price levels of the securities of the Issuer, other investment opportunities available to the Reporting Persons, the availability and cost of debt financing, the availability of potential business combination and other strategic transactions, conditions in the capital markets and general economic and industry conditions, the Reporting Persons may, in addition to the transactions contemplated by the Commitment Letter, in the future take such actions with respect to their investments in the Issuer as they deem appropriate, including acquiring or disposing of securities of the Issuer, entering into financial instruments or other agreements which increase or decrease the Reporting Persons' economic exposure with respect to their investments in the Issuer, engaging in any hedging or similar transactions with respect to such holdings and/or otherwise changing their intention with respect to any and all matters referred to in Item 4 of Schedule 13D."

Item 5. Interest in Securities of the Issuer.

Item 5 of the Amended Schedule 13D is hereby amended and restated to read in full as follows:

"a. As of January 2, 2019, the Reporting Persons are not beneficial owners of the Issuer's Common Stock. Notwithstanding, as of January 2, 2019, the Reporting Persons held (a) \$46,420,665 in aggregate principal amount of 5.00% Convertible Notes, (b) \$500 in aggregate principal amount of 8.50% Convertible Notes and (c) Common Stock Purchase Warrants to purchase up to 2,000,000 shares of Common Stock. If fully convertible or exercisable, the Reporting Persons would own (i) 23,210,333 shares of Common Stock in respect of the conversion of the 5.00% Convertible Notes (representing 12.80% of the outstanding shares of Common Stock), (ii) 75 shares of Common Stock in respect of the conversion of the 8.50% Convertible Notes (representing less than .01% of the outstanding shares of Common Stock) and (iii) 2,000,000 shares of Common Stock in respect of the exercise of the Common Stock Purchase Warrants (representing 1.25% of the outstanding shares of Common Stock), and if all 8.50% Convertible Notes, 5.00% Convertible Notes and Common Stock Purchase Warrants held by P Fund, Master Fund and Fund III, as applicable, were converted or exercised, the Reporting Persons would own, in the aggregate, 25,210,408 shares of Common Stock representing 13.75% of the outstanding shares of Common Stock.¹ As of January 2, 2019, P Fund held \$29,447,283 in aggregate principal amount of 5.00% Convertible Notes, representing 14,723,642 shares of Common Stock issuable upon conversion of such 5.00% Convertible Notes and a Common Stock Purchase Warrant exercisable into 1,413,206 shares of Common Stock. As of January 2, 2019, Master Fund held \$8,905,382 in aggregate principal amount of 5.00% Convertible Notes, representing 4,452,691 shares of Common Stock issuable upon conversion of such 5.00% Convertible Notes, \$500 in aggregate principal amount of 8.50% Convertible Notes, representing 75 shares of Common Stock issuable upon conversion of such 8.50% Convertible Notes and a Common Stock Purchase Warrant exercisable into 586,794 shares of Common Stock. As of January 2, 2019, Fund III held \$8,068,000 in aggregate principal amount of 5.00% Convertible Notes, representing 4,034,000 shares of Common Stock issuable upon conversion of such 5.00% Convertible Notes. By virtue of his relationship with P Fund, Master Fund, Fund III and Ironsides, Mr. Knapp may have been deemed to be the beneficial owner of the 8.50% Convertible Notes held by Master Fund, the 5.00% Convertible Notes held by P Fund, Master Fund and Fund III and the Common Stock Purchase Warrants held by P Fund and Master Fund. The conversion of the 5.00% Convertible Notes and the 8.50% Convertible Notes and the exercise of the Common Stock Purchase Warrants are subject to a limitation imposed by Florida State law that voids any conversion of the 5.00% Convertible Notes and the 8.50% Convertible Notes and the exercise of the Common Stock Purchase Warrants to the extent that, after such conversion or exercise, the holder thereof would, directly or indirectly, own more than 10% of the outstanding shares of Common Stock, unless such holder has first applied for and obtained regulatory approval from the Florida Office of Insurance Regulation. The Reporting Persons have not sought, and have no intention to seek, such approval, and as such, the Reporting Persons may convert the 5.00% Convertible Notes and/or the 8.50% Convertible Notes and exercise the Common Stock Purchase Warrants into no more than approximately 17,374,547² shares of Common Stock.

¹ Based on 158,125,928 shares of Common Stock outstanding as of November 15, 2018, as reported by the Issuer in its Form 10-Q filed on November 16, 2018.

² This amount represents approximately 9.90% of the shares of Common Stock on an as converted basis, assuming 158,125,928 shares of Common Stock are outstanding immediately prior to the conversion of the 5.00% Convertible Notes and/or the 8.50% Convertible Notes and/or exercise of the Common Stock Purchase Warrants.

b. By reason of his control of Ironsides and the General Partner of each of Master Fund, Fund III and P Fund as described in Item 2, Mr. Knapp may be deemed to possess the power to vote and dispose of the securities directly owned by Master Fund, Fund III and P Fund.

c. The Reporting Persons have not effected any transaction in securities of the Issuer in the past 60 days.

d. No Person other than the Reporting Persons has the right to receive or the power to direct the receipt of distributions or dividends from, or the proceeds from the transfer of, the reported securities.

e. Not applicable."

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Amended Schedule 13D is hereby amended and supplemented by adding the information below:

"Commitment Letter

The disclosures set forth in the second and third paragraphs of Item 4 of this Amendment No. 3 are incorporated herein by reference."

Item 7. Material to Be Filed as Exhibits.

Item 7 of the Amended Schedule 13D is hereby amended and supplemented by adding the information below:

"Exhibit IX: Letter Agreement, dated as of December 28, 2018, by and between Ironsides Partners LLC and Emergent Capital, Inc."

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: January 2, 2019

IRONSIDES PARTNERS LLC

By: /s/ Robert Knapp

Name: Robert Knapp
Title: President

Robert C. Knapp

/s/ Robert Knapp

IRONSIDES P FUND L.P.

By: Ironsides P Fund GP LLC, its General Partner

By: /s/ Robert Knapp

Name: Robert Knapp
Title: Manager

IRONSIDES PARTNERS SPECIAL SITUATIONS MASTER FUND II L.P.

By: Ironsides Partners Special Situations Fund GP LLC, its General Partner

By: /s/ Robert Knapp

Name: Robert Knapp
Title: Manager

IRONSIDES PARTNERS SPECIAL SITUATIONS MASTER FUND III L.P.

By: Ironsides Partners Special Situations Fund III GP LLC, its General Partner

By: /s/ Robert Knapp

Name: Robert Knapp
Title: Manager

IRONSIDES PARTNERS LLC

December 28, 2018

Emergent Capital, Inc.
5355 Town Center Road, Suite 701
Boca Raton, FL 33486

Ladies and Gentlemen:

Reference is made to following securities of Emergent Capital, Inc. (the "Company"): (i) the 8.5% Senior Secured Notes (the "Senior Notes"), (ii) the 8.5% Senior Unsecured Convertible Notes due 2019 (the "2019 Convertible Notes"), and (iii) 5.0% Senior Unsecured Convertible Notes due 2023 (the "2023 Convertible Notes").

Ironsides Partners LLC ("Ironsides"), on behalf of funds and/or clients that it manages, hereby confirms it, or its affiliate(s) and/or designee(s), will:

1. Invest, pursuant a subscription agreement in form and substance acceptable to Ironsides and the Company (the "Subscription Agreement"), up to \$2.0 million principal amount of Additional Notes (as defined in that certain Amended and Restated Indenture dated as of July 28, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Senior Notes Indenture") and such investment, the "Investment") for a purchase price of \$750 per each \$1,000 principal amount of Additional Notes being sold (the "Purchase Price") no later than January 31, 2019 (the "Outside Date"), upon written demand by the Company, which demand shall (x) be made no later than five (5) business days before January 31, 2019 and (y) specify the principal amount of the Investment and the Purchase Price.
2. Subject to compliance with all applicable laws, including securities laws, and internal investment guidelines applicable to Ironsides and the funds and/or clients managed by it, attempt to purchase from current holder(s), on the open market or in privately negotiated transactions on terms acceptable to Ironsides in its sole and absolute discretion, the outstanding 2019 Convertible Notes; provided that if any such purchase(s) occur, Ironsides and/or its designee(s) holding such 2019 Convertible Notes will consent to amend the 2019 Convertible Notes (x) to extend the maturity date of the 2019 Convertible Notes to match the maturity date of the 2023 Convertible Notes and (y) to allow for payment in kind ("PIK") of interest on the 2019 Convertible Notes pursuant to substantially the same PIK mechanism as applies to the Additional Notes and to elect to accept PIK interest payments.

The commitments set forth herein are subject to the following conditions precedent:

1. No Default or Event of Default (as defined in the Senior Notes Indenture) shall have occurred and be continuing under the Senior Notes Indenture (excluding any Default or Event of Default that may arise as a result of the filing of a petition in bankruptcy by Lamington Road Designated Activity Company f/k/a Lamington Road Limited, White Eagle General Partner, LLC, and/or White Eagle Asset Portfolio LP).
2. No Material Adverse Effect (as defined in the Senior Notes Indenture) shall have occurred on or after the date hereof and shall be continuing as of the earlier of (a) the Outside Date and (b) immediately prior to the issuance of the Additional Notes pursuant to the Subscription Agreement.
3. No action, suit, investigation, litigation or proceeding shall be pending or, to the knowledge of the Company, threatened in writing that could reasonably be expected to (i) have a Material Adverse Effect or (ii) prevent or impose materially adverse conditions on the transactions contemplated herein and/or the transactions contemplated by the Subscription Agreement (excluding any suit filed by the Company against Beal Bank and/or its affiliates).
4. All fees and other amounts due and payable to Ironsides in connection with this letter agreement and the Subscription Agreement and the transactions contemplated hereby and thereby and including reimbursement or payment of all out-of-pocket expenses shall be paid, by the Company.
5. The Company shall not have (a) commenced a voluntary case filed under title 11 of the United States Code, 11 U.S.C. §§ 101, et seq., (b) consented to the entry of an order for relief against it in an involuntary case or otherwise had an order for relief entered against it in an involuntary case, (c) consented to the appointment of a custodian of it or for any substantial part of its property; or (d) made a general assignment for the benefit of its creditors or taken any comparable action under any foreign laws relating to insolvency.

Ironsides shall not be required to purchase the Additional Notes, if at any time following the date hereof (i) the foregoing conditions have not been satisfied prior to the Outside Date or (ii) the Company has notified Ironsides in writing that it no longer intends to proceed with the issuance of the Additional Notes contemplated by this letter agreement prior to the Outside Date. In addition, this letter agreement, and the commitment contained herein, shall terminate automatically upon the issuance of the Additional Notes.

This letter is for the sole benefit of the Company. A copy of this letter is being provided to Evermore Global Advisors, LLC.

[signature page follows]

Very truly yours,

By: /s/ Robert Knapp

Name: Robert Knapp
Title: President & CIO

ACCEPTED AND AGREED TO AS OF THE DATE FIRST WRITTEN ABOVE:

EMERGENT CAPITAL, INC.

By: /s/ Pat Curry
Name: Pat Curry
Title: CEO