

# SECURITIES & EXCHANGE COMMISSION EDGAR FILING

## EMERGENT CAPITAL, INC.

**Form: 8-K**

**Date Filed: 2018-07-16**

Corporate Issuer CIK: 1494448

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 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): **July 10, 2018**

**EMERGENT CAPITAL, INC.**

(Exact name of registrant as specified in its charter)

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

**001-35064**  
(Commission  
File Number)

**30-0663473**  
(IRS Employer  
Identification No.)

**5355 Town Center Road, Suite 701**  
**Boca Raton, Florida**  
(Address of principal executive offices)

**33486**  
(Zip Code)

Registrant's telephone number including area code: **(561) 995-4200**

(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 (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.02 Termination of a Material Definitive Agreement.**

On July 10, 2018, Emergent Capital, Inc. (the "Company"), SB Holdings, Inc. ("Holdings") and Sherman, Clay & Co. ("Sherman, Clay" and, with the Company and Holdings, the "Parties") entered into a letter agreement (the "Letter") terminating the Stock Purchase Agreement (the "Agreement"), dated as of January 22, 2018, by and among the Parties, pursuant to which the Company had agreed to purchase all of the issued and outstanding capital stock of Sherman, Clay from Holdings. The termination was effected by mutual written consent of the Parties pursuant to Section 7.01 of the Agreement, without any liability, obligation or penalty incurred by any Party.

A copy of the Letter is attached hereto as Exhibit 10.1. The foregoing description of the Letter is qualified in its entirety by reference to such document, which is filed as Exhibit 10.1 to this Form 8-K and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Letter Agreement dated July 10, 2018 by and among Emergent Capital, Inc., SB Holdings, Inc. and Sherman, Clay &amp; Co.</a>
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**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.

EMERGENT CAPITAL, INC.

Dated: July 16, 2018

By: /s/ Miriam Martinez  
Miriam Martinez  
Chief Financial Officer

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**EMERGENT CAPITAL, INC.  
5355 Town Center Road  
Suite 701  
Boca Raton, Florida 33486**

July 10, 2018

SB Holdings, Inc.  
Sherman, Clay & Co.  
1111 Bayhill Drive, Suite 450  
San Bruno, CA 94066

Re: Project Mozart

Ladies and Gentlemen:

We refer to the Stock Purchase (the "Agreement"), dated as of January 22, 2018, by and among Emergent Capital, Inc. ("Emergent"), SB Holdings, Inc. ("Holdings") and Sherman, Clay & Co. ("Company"). Capitalized terms used and not defined herein shall have their respective meanings set forth in the Agreement.

As discussed, this will confirm that Emergent, Holdings and the Company have agreed that (a) the Agreement is hereby terminated by mutual written consent pursuant to Section 7.01 thereof, (b) pursuant to Section 7.04 of the Agreement, the Agreement has become void and has no further effect, and the transactions contemplated thereby are deemed to be abandoned without further action by any party, (c) no party to the Agreement, their respective Subsidiaries or their respective officers, directors, Affiliates, shareholders, agents and employees shall have any further liability or obligation resulting from, arising out of, or incurred in connection with, the Agreement and (d) no Person shall have any rights, remedies or claims against Emergent, Holdings, the Company, their respective Subsidiaries and their respective officers, directors, Affiliates, shareholders, agents and employees resulting from, arising out of, or in connection with the Agreement, in contract, in tort or otherwise, including without limitation rights, remedies or claims resulting from, arising out of, or incurred in connection with Article VIII of the Agreement or the termination of the Agreement.

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This letter agreement may be executed in any number of counterparts, all of which will be one and the same agreement. Transmission of a signed counterpart of this letter agreement by facsimile or other electronic means shall be the equivalent of delivery of a manually executed original.

Very truly yours,

EMERGENT CAPITAL, INC.

By /s/ Patrick J. Curry  
Patrick J. Curry  
Chief Executive Officer

SB HOLDINGS, INC.

By /s/ Fred W. Concklin  
Name: Fred W. Concklin  
Title: President

SHERMAN, CLAY & CO.

By /s/ Eric Schwartz  
Name: Eric Schwartz  
Title: Exec. VP