

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): November 4, 2021

LM FUNDING AMERICA, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-37605
(Commission File Number)

47-3844457
(IRS Employer
Identification No.)

1200 West Platt Street, Suite 1000
Tampa, Florida 33606
(Address of principal executive offices, including zip code)

(813) 222-8996
(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading symbol	Name of each exchange on which registered
Common Stock par value \$0.001 per share	LMFA	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). Emerging growth company

If an emerging growth company, indicate by check mark if 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.

Item 1.01 Entry into Material Definitive Agreement.

On November 4, 2021, LM Funding America, Inc. (the “Company”) entered into strategic alliance agreements (the “Strategic Alliance Agreements”) with each of OTC Miners Corp. (“OTC Miners”) and Spartan Crest Capital Corp. (“Spartan”). The Strategic Alliance Agreements generally provide that OTC Miners and Spartan will work together with the Company and collaborate with the Company regarding the Company’s cryptocurrency mining business strategy and planned business operations. The agreements contemplate that each of OTC Miners and Spartan will provide ongoing consulting and advisory services to the Company on a non-exclusive basis over a one-year period with respect to the bitcoin mining business and industry and that the parties will meet periodically to collaborate and share information regarding the industry, the equipment used in the industry, key industry relationships, and financing options. In consideration of the strategic alliances and related services and benefits, the Company will issue 100,000 shares of restricted common stock to each of OTC Miners and Spartan and will pay OTC Miners \$1,250,000 to cover anticipate expenses of OTC Miners in connection with its activities under the strategic alliance. The Company also agreed to pay OTC Miners a fee of 3% of the aggregate consideration of any strategic transaction completed by Company that the Company and OTC Miners jointly agree to pursue. The Strategic Alliance Agreements have a term of one year each.

The foregoing description of the Strategic Alliance Agreements, which were entered into on November 4, 2021 and dated effective as of November 3, 2021, is summary in nature and is qualified by reference to the full text of the Strategic Alliance Agreements, copies of which are attached as Exhibit 10.1 and Exhibit 10.2 to this Current Report on Form 8-K.

Item 3.02. Unregistered Sales of Equity Securities.

The issuance of the above-described shares of Company common stock to OTC Miners and Spartan is exempt from registration under the Securities Act of 1933, as amended (the “Securities Act”), because the offer and sale of such securities did and does not involve a “public offering” as defined in Section 4(a)(2) of the Securities Act, was made without any form of general solicitation to sophisticated parties, and was made with full access to any information requested regarding the Company and its common stock.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
10.1	Strategic Alliance Agreement, dated effective as of November 3, 2021, between LM Funding America, Inc. and OTC Miner
10.2	Strategic Alliance Agreement, dated effective as of November 3, 2021, between LM Funding America, Inc. and Spartan Crest Capital Corp.

EX-104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

Forward-Looking Statements

This Current Report on Form 8-K may contain “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These statements involve risks and uncertainty. Words such as “anticipate,” “estimate,” “expect,” “intend,” “plan,” and “project” and other similar words and expressions are intended to signify forward-looking statements. Forward-looking statements are not guarantees of future results and conditions but rather are subject to various risks and uncertainties. Such statements are based on the Company’s current expectations and are subject to a number of risks and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. Investors are cautioned that there can be no assurance actual results or business conditions will not differ materially from those projected or suggested in such forward-looking statements as a result of various risks and uncertainties. Investors should refer to the risks detailed from time to time in the reports the Company files with the SEC, including the Company’s Annual Report on Form 10-K for the year ended December 31, 2020, as well as other filings on Form 10-Q and periodic filings on Form 8-K, for additional factors that could cause actual results to differ materially from those stated or implied by such forward-looking statements. The Company disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, unless required by law.

SIGNATURE

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.

LM Funding America, Inc.

By: /s/ Richard Russell
Richard Russell
Chief Financial Officer

Dated: November 10, 2021

ADVISORY AGREEMENT

OTC Miners Corp.
146 Dupont St., Suite 200
Toronto, Ontario, M5R 1V2

November 3, 2021

Bruce Rodgers, CEO
LM Funding America, Inc.
1200 West Platt Street, #100
Tampa, Florida 33606

Re: OTC Miners Agreement

Dear Bruce:

As you know, OTC Miners Corp. (“OTC Miners”) has significant relationships, experience, and knowledge relating to cryptocurrency mining and mining equipment and operations, including unique knowledge regarding the financing landscape and financing strategies that may be available with respect to mining operations. LM Funding America, Inc. (the “Company”) is entering the cryptocurrency mining business and has developed its own relationships, know-how, and strategies relating to the mining business. As we’ve recently discussed, we believe that OTC Miners and the Company could receive substantial benefits from working together and collaborating regarding their respective business activities and strategies. To that end, we are proposing that the Company and OTC Miners enter into a formal strategic alliance to engage in mutually beneficial collaboration and joint activities upon the terms and conditions stated below (the “Strategic Alliance”). This letter agreement is intended to memorialize the terms of the Strategic Alliance, which will have the following key elements:

1. OTC Miners will provide ongoing consulting and advisory services for a term of one year. Such services shall consist of (i) providing advice and guidance with respect to the bitcoin mining business and industry; (ii) assisting the Company and its subsidiaries in their long-term strategic planning generally as the Company enters the bitcoin mining business, (iii) providing the Company with insights and knowledge regarding potential financing sources and structures for the Company’s bitcoin mining business, and (v) providing such other consulting and advisory services as the Company may reasonably request (the “Services”). The Services shall be provided on a nonexclusive basis, as the Company shall have the right to use other providers for similar or the same services. The Services shall not include the solicitation of investment securities or any other services, such as placement agency services, for which OTC Miners would be required to become licensed as a broker-dealer or would need to obtain any other license. In the event that the Company desired to use OTC Miners for investment banking or similar services, the parties would do that under a separate engagement.

2. OTC Miners and the Company will meet at least quarterly (either in person or virtually) to collaborate and share information regarding the cryptocurrency mining business generally, industry developments, the equipment used in the industry, key industry relationships, financing options and developments, and future ancillary opportunities. OTC Miners and the Company will review mutually beneficial opportunities regarding attendance and presentations at industry and investor conferences.

3. In consideration of the Strategic Alliance and the substantial benefits that will accrue to the Company from it, the Company will, or will cause one of its subsidiaries, to issue to OTC Miners an aggregate of one hundred thousand (100,000) shares of Company common stock that will be issued within 10 days of the date of this Agreement and pay to OTC Miners an amount of \$1,250,000 US Dollars to cover anticipated expenses of OTC Miners relating to the Strategic Alliance. OTC Miners understands that the shares issued to OTC Miners will be restricted securities and will bear a restrictive legend. OTC Miners confirms that it has substantial experience in evaluating and investing in securities in companies similar to the Company and is capable of evaluating the merits and risks of OTC Miners’ investment in the Company. OTC Miners represents that it is an “Accredited Investor” as

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defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"). OTC Miners represents that it is acquiring the shares for investment for OTC Miners' own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof. OTC Miners understands that the shares have not been, and will not be when delivered hereunder, registered under the Securities Act, and OTC Miners acknowledges that the shares must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from such registration is available. OTC Miners understands that, as a result of the planned activities under Strategic Alliance, OTC Miners may acquire material nonpublic information regarding the Company and may therefore be legally prohibited from engaging in transactions in the Company's common stock while it is possession of material nonpublic information.

4. As a part of the Strategic Alliance, the Company and OTC Miners may mutually agree to pursue one or more strategic acquisition transactions. Such transactions may include a transaction in which all or substantially all of the assets or equity interests of another company are acquired by the Company or in which all or substantially all of the assets or equity interests of the Company are acquired by a third party (a "Company Strategic Transaction"). In the event that the Company completes a Company Strategic Transaction with a third-party that is first introduced to the Company by OTC Miners during the Term or within 12 months of the end of the Term, then the Company will pay to OTC Miners a fee of three percent (3%) of the aggregate consideration paid by the Company or the Purchaser in the Company Strategic Transaction.

5. In addition, the Company will reimburse OTC Miners promptly for its out-of-pocket costs and expenses incurred in connection the Strategic Alliance. However, any such costs and expenses will be pre-approved by the Company and will be in furtherance of the Strategic Alliance.

6. The Company and OTC Miners will enter in a mutual nondisclosure agreement to cover the communications by the parties under the Strategic Alliance.

7. The term of the Strategic Alliance will be one year from the date of this letter agreement (the "Term"). Upon the expiration of the one-year term, the parties will consider whether to renew, extend, or modify the Strategic Alliance.

This agreement may not be amended or revised except by a writing signed by the parties.

This agreement shall be governed by the laws of the State of New York.

If the foregoing reflects your understanding of the terms of the Strategic Alliance, please countersign this document and return a signed copy to OTC Miners.

[remainder of the page intentionally left blank]

If you are in agreement with the foregoing, kindly so indicate by signing a counterpart of this letter, whereupon it will become a binding agreement between us.

Very truly yours,

OTC Miners Crest Capital Corp.

By: /s/ Olivia Tran

Name: Olivia Tran

Title: CEO

Agreed and accepted:

By: /s/ Richard Russell

Name: Richard Russell

Title: CFO

STRATEGIC ALLIANCE AGREEMENT

Spartan Crest Capital Corp.
80 Cumberland St., Suite 1707
Toronto, Ontario, M5R 3N7

November 3, 2021

Bruce Rodgers, CEO
LM Funding America, Inc.
1200 West Platt Street, #100
Tampa, Florida 33606

Re: Strategic Alliance Agreement

Dear Bruce:

As you know, Spartan Crest Capital Corp. ("Spartan") has significant relationships, experience, and knowledge relating to cryptocurrency mining and mining equipment and operations, including unique knowledge regarding the financing landscape and financing strategies that may be available with respect to mining operations. LM Funding America, Inc. (the "Company") is entering the cryptocurrency mining business and has developed its own relationships, know-how, and strategies relating to the mining business. As we've recently discussed, we believe that Spartan and the Company could receive substantial benefits from working together and collaborating regarding their respective business activities and strategies. To that end, we are proposing that the Company and Spartan enter into a formal strategic alliance to engage in mutually beneficial collaboration and joint activities upon the terms and conditions stated below (the "Strategic Alliance"). This letter agreement is intended to memorialize the terms of the Strategic Alliance, which will have the following key elements:

1. Spartan will provide ongoing consulting and advisory services for a term of one year. Such services shall consist of (i) providing advice and guidance with respect to the bitcoin mining business and industry; (ii) assisting the Company and its subsidiaries in their long-term strategic planning generally as the Company enters the bitcoin mining business, (iii) providing the Company with insights and knowledge regarding potential financing sources and structures for the Company's bitcoin mining business, and (v) providing such other consulting and advisory services as the Company may reasonably request (the "Services"). The Services shall be provided on a nonexclusive basis, as the Company shall have the right to use other providers for similar or the same services. The Services shall not include the solicitation of investment securities or any other services, such as placement agency services, for which Spartan would be required to become licensed as a broker-dealer or would need to obtain any other license. In the event that the Company desired to use Spartan for investment banking or similar services, the parties would do that under a separate engagement.

2. Spartan and the Company will meet at least quarterly (either in person or virtually) to collaborate and share information regarding the cryptocurrency mining business generally, industry developments, the equipment used in the industry, key industry relationships, financing options and developments, and future ancillary opportunities. Spartan and the Company will review mutually beneficial opportunities regarding attendance and presentations at industry and investor conferences.

3. In consideration of the Strategic Alliance and the substantial benefits that will accrue to the Company from it, the Company will, or will cause one of its subsidiaries, to issue to Spartan an aggregate of one hundred thousand (100,000) shares of Company common stock that will be issued within 10 days of the date of this Agreement. Spartan understands that the shares will be restricted securities and will bear a restrictive legend. Spartan confirms that it has substantial experience in evaluating and investing in securities in companies similar to the Company and is capable of evaluating the merits and risks of Spartan's investment in the Company. Spartan represents that it is an "Accredited Investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"). Spartan represents that it is acquiring the shares for investment for Spartan's own account, not as a nominee or agent, and not with the view to, or for resale in

connection with, any distribution thereof. Spartan understands that the shares have not been, and will not be when delivered hereunder, registered under the Securities Act, and Spartan acknowledges that the shares must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from such registration is available. Spartan understands that, as a result of the planned activities under Strategic Alliance, Spartan may acquire material nonpublic information regarding the Company and may therefore be legally prohibited from engaging in transactions in the Company's common stock while it is possession of material nonpublic information.

4. In addition, the Company will reimburse Spartan promptly for its out-of-pocket costs and expenses incurred in connection the Strategic Alliance. However, any such costs and expenses will be pre-approved by the Company and will be in furtherance of the Strategic Alliance.

5. The Company and Spartan will enter in a mutual nondisclosure agreement to cover the communications by the parties under the Strategic Alliance.

6. The term of the Strategic Alliance will be one year from the date of this letter agreement. Upon the expiration of the one-year term, the parties will consider whether to renew, extend, or modify the Strategic Alliance.

This agreement may not be amended or revised except by a writing signed by the parties.

This agreement shall be governed by the laws of the State of New York.

If the foregoing reflects your understanding of the terms of the Strategic Alliance, please countersign this document and return a signed copy to Spartan.

[remainder of the page intentionally left blank]

If you are in agreement with the foregoing, kindly so indicate by signing a counterpart of this letter, whereupon it will become a binding agreement between us.

Very truly yours,

Spartan Crest Capital Corp.

By: /s/ Steven Stathopoulos

Name: Steven Stathopoulos

Title: CEO

Agreed and accepted:

By: /s/ Richard Russell

Name: Richard Russell

Title: CFO