

**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): May 19, 2022 (May 17, 2022)

ALTISOURCE ASSET MANAGEMENT CORPORATION
(Exact name of Registrant as specified in its charter)

U.S. Virgin Islands
(State or other jurisdiction of incorporation
or organization)

001-36063
(Commission File Number)

66-0783125
(I.R.S. Employer Identification No.)

5100 Tamarind Reef
Christiansted, U.S. Virgin Islands 00820
(Address of principal executive offices including zip code)

(704) 275-9113
(Registrant's telephone number, including area code)

Not Applicable
(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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.01 per share	AAMC	NYSE American

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.

Item 5.02 Departure of Directors or Certain Officers; Compensatory Arrangements of Certain Officers.

Thomas K. McCarthy's last day in his term as Interim Chief Executive Officer will be May 31, 2022. On May 17, 2022, Altisource Asset Management Corporation (the Company) entered into an amendment to his employment agreement as of August 16, 2021, as amended on December 30, 2021 and March 30, 2022 ("Employment Agreement"), wherein the Company has agreed to pay Mr. McCarthy a bonus of \$250,000 in recognition of his contribution to the Company during his tenure as Interim Chief Executive Officer subject to Mr. McCarthy releasing the Company from all claims arising from his employment and the termination of his employment with the Company, effective May 31, 2022.

The foregoing description of the Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the amendment to the Employment Agreement dated May 17, 2022, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On May 19, 2022, the Company issued a press release that confirmed Mr. McCarthy's last day as Interim Chief Executive Officer and included additional recent developments at the Company. A copy of the press release is attached as Exhibit 99.1 to this Report on form 8-K.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits.**

Exhibit No.	Description
10.1	Amendment dated May 17, 2022, to the Employment Agreement dated as of August 16, 2021, as amended on December 30, 2021 and March 30, 2022.
99.1	Press Release of Altisource Asset Management Corporation, dated May 19, 2022
101	Pursuant to Rule 406 of Regulation S-T, the cover page is formatted in Inline XBRL (Inline eXtensible Business Reporting Language)
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

May 19, 2022

Altisource Asset Management Corporation
By: /s/ Kevin Sullivan
Kevin Sullivan
General Counsel

Exhibit 10.1

May 17, 2022

Thomas K. McCarthy
ADDRESS REDACTED

Re: Amendment to Employment Agreement

Dear Tom:

This letter (the Third Amendment) constitutes an amendment to the Employment Agreement by and between you and Altisource Asset Management Corporation (the "Company") as of August 16, 2021, as amended on December 30, 2021 and March 30, 2022 (the "Employment Agreement") to confirm the terms of your separation from the Company. Capitalized terms not otherwise defined herein have the meaning set forth in the Employment Agreement.

Your employment with the Company will cease on May 31, 2022 (the "Termination Date") in accordance with the terms of the Employment Agreement. It is agreed that you hereby resign, as of the Termination Date, from any Company-related positions, including as an officer or director of the Company and any subsidiaries or affiliate. You will be entitled to any unpaid Salary through the Termination Date, payment of 20 days of accrued but unused vacation, and any accrued but unpaid business expense reimbursement in accordance with Section 4 of the Employment Agreement.

In recognition of your contributions to the Company during the Term, the Company would like to pay you a discretionary bonus of \$250,000 (the "Incentive Payment"), provided that you execute and cause to become effective, within 30 days following the Termination Date, the release set forth as Exhibit 1 (the "Release"). The Incentive Payment will be payable within 5 days following the date the executed Release becomes non-revocable.

Your service this past year has been much appreciated.

* * *

Very truly yours,

Altisource Asset Management Corporation

By: s/ Kevin Sullivan
Name: Kevin Sullivan
Title: General Counsel

Accepted and Agreed:

/s/Thomas K. McCarthy
Name: Thomas K. McCarthy

Date: May 17, 2022

Exhibit 1

RELEASE

WHEREAS, the Third Amendment to the Employment Agreement by and between Altisource Asset Management Corporation (the "Company") and Thomas K. McCarthy (the "Executive" or "you") as of August 16, 2021 as amended on December 30, 2021 and March 30, 2022 (the "Employment Agreement") provides for the payment of the Incentive Payment conditioned on Executive's execution and delivery of a Release; and

NOW, THEREFORE, you agree as follows:

(a) Release. In consideration for the Incentive Payment and other good and valuable consideration, you, on behalf of yourself and your heirs, executors, administrators and assigns, knowingly and voluntarily waive, terminate, cancel, release and discharge forever the Company, its subsidiaries, affiliates, officers, directors, employees, members, attorneys and agents and their predecessors, successors and assigns, individually and in their official capacities (together, the "Released Parties") from any and all actions, causes of action, claims, allegations, rights, obligations, liabilities, or charges (collectively, "Claims") that you (or your heirs, executors, administrators, successors and assigns) has or may have, whether known or unknown, by reason of any matter, cause or thing occurring at any time before and including the date of this Release arising under or in connection with your employment or termination of employment with the Company and its affiliates (together, as constituted from time to time, the "Group"), including, without limitation: claims for any cash or equity compensation or bonuses, whether or not paid under any Company compensation plan or arrangement; breach of contract; tort; wrongful, abusive, unfair, constructive, or unlawful discharge or dismissal; impairment of economic opportunity; defamation; age and national origin discrimination; sexual harassment; back pay; front pay; benefits; attorneys' fees; whistleblower claims; emotional distress; intentional infliction of emotional distress; assault; battery, pain and suffering; punitive or exemplary damages; violations of the Equal Pay Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967 ("ADEA"), the Americans with Disabilities Act of 1991, the Virgin Islands Civil Rights Act, the Virgin Islands Discrimination in Employment Act, the V.I. Whistleblowers Act, the Employee Retirement Income Security Act, the Worker Adjustment Retraining and Notification Act, the Family Medical Leave Act, including all amendments to any of the aforementioned acts; and violations of any other federal, state, territorial or municipal fair employment statutes or laws, including, without limitation, violations of any other law, rule, regulation, or ordinance pertaining to employment, wages, compensation, hours worked, or any other matters related in any way to your employment with the Group or the termination of that employment. In addition, in consideration of the provisions of the Incentive Payment, you further agree to waive any and all rights under the laws of any jurisdiction that limit a general release to those claims that are known or suspected to exist in your favor as of the date of your termination of employment. This release of Claims will not, however, apply to any rights to indemnification from the Company you may have, vested benefits under any other benefit plans of the Company, and any claims which may not be released under applicable law (claims with respect thereto, collectively, "Excluded Claims").

(b) Proceedings. You further agree, promise and covenant that, to the maximum extent permitted by law, neither you, nor any person, organization, or other entity acting on your behalf, has filed or will file, charged or will charge, claimed or will claim, sued or will sue, or caused or will cause, or permitted or will permit to be filed, charged or claimed, any action for damages or other relief (including injunctive, declaratory, monetary or other relief) against the Released Parties with respect to any Claims other than Excluded Claims. Notwithstanding the foregoing, you understand that nothing in this Release prevents you from filing a charge or

complaint with any government agency regulating employment, or from participating in an investigation or proceeding conducted by those agencies or any other federal, state or local government agency charged with the enforcement of any laws, although by signing this Release you are hereby waiving your right to individual relief based on claims asserted in such a charge or complaint, whether filed by you or any other person or entity, on the basis that any such claims have been fully and completely satisfied by the payments you are receiving in connection with this Release.

(c) Acknowledgements by You. You hereby acknowledge and confirm that you were advised by the Company in connection with your termination of employment or services to consult with an attorney of your choice prior to signing this Release, including, without limitation, with respect to the terms relating to your release and waiver of Claims arising under ADEA, and that you have in fact consulted an attorney. You have been given twenty-one (21) days to review this Release, and you are signing this Release knowingly, voluntarily and with full understanding of its terms and effects. You also understand that you have seven (7) days after your execution of this Release to revoke this Release, and that this Release and any obligations that the Company has to provide the Incentive Payment will not become effective if you exercise your right to revoke the release and waiver of Claims within seven (7) days of execution. You understand that such revocation must be delivered to the Company at its headquarters, attn: General Counsel, during such period to be effective.

(d) Miscellaneous. This Release will be governed by, and construed and enforced in accordance with, the substantive and procedural laws of the United States Virgin Islands without regard to rules governing conflicts of law. If any provision of this Release or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Release, which can be given effect without the invalid or unenforceable provision or application, and shall not invalidate or render unenforceable such provision or application in any other jurisdiction. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances. You agree that any dispute, claim or controversy arising out of or relating to this Release will be subject to Section 10(a) of the Employment Agreement (Legal and Equitable Remedies; Arbitration).

IN WITNESS WHEREOF, the Executive has executed this Release on the date set forth below.

Thomas K. McCarthy _____

Dated as of: _____



FOR IMMEDIATE RELEASE

FOR FURTHER INFORMATION CONTACT:

Investor Relations
T: +1-704-275-9113
E: IR@AltisourceAMC.com

Altisource Asset Management Corporation Announces Departure of Officer

CHRISTIANSTED, U.S. Virgin Islands, May 19, 2022 (GLOBE NEWSWIRE) - Altisource Asset Management Corporation (“AAMC” or the “Company”) (NYSE American: AAMC) today affirmed that Thomas K. McCarthy's term as Interim Chief Executive Officer expires on May 31, 2022 in accordance with the terms of his employment agreement. The Company will pay Mr. McCarthy a bonus of \$250,000 in recognition of his contributions to the Company during his tenure as Interim Chief Executive Officer.

Recent Developments

The Company is also announcing that:

- The Company has hired a new Head of Sales for its Alternative Lending Group (“ALG”) to join the Company on or before June 16, 2022. Our new Head of Sales has over twenty-five years of experience as a Sales Executive with knowledge and expertise in the bridge space, whole loan trading and mortgage sales & marketing operations. We are very excited to have him join the Company.
- The Company has acquired an additional \$11.0 million in loan commitments since March 31, 2022 and has \$23.9 million in loans under evaluation.
- The Company has an agreement in principle for a lease in Tampa, Florida for ALG’s origination office beginning July 1, 2022.

“The Board and I appreciate the leadership Tom exhibited as we transitioned to new lines of business and establishing a strong foundation for AAMC's future growth,” stated John de Jongh, Jr., Interim Chairman of the Board of Directors of the Company. “We believe he left the Company in a position to grow our new businesses and ensured a smooth transition.”

About AAMC

AAMC is an alternative lending company that provides liquidity and capital to under-served markets. We also continue to assess opportunities that could potentially be of long-term benefit to shareholders such as our Crypto-ATMs.

Additional information is available at www.altisourceamc.com.

Forward-looking Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, regarding management’s beliefs, estimates, projections, anticipations, and assumptions with respect to, among other things, the Company’s financial results, future operations, business plans and investment strategies as well as industry and market conditions. These statements may be identified by words such as “anticipate,” “intend,” “expect,” “may,” “could,” “should,” “would,” “plan,” “estimate,” “target,” “seek,” “believe” and other expressions or words of similar meaning. We caution that forward-looking statements are qualified by the existence of certain risks and uncertainties that could cause actual results and events to differ materially from what is contemplated by the forward-looking statements. Factors that could cause our actual results to differ materially from these forward-looking statements may include, without limitation, our ability to develop our businesses, and to make them successful or sustain the performance of any such businesses; our ability to purchase loans that are under evaluation; the agreement to final

terms of the lease for our sales office; developments in the litigation regarding our redemption obligations under the Certificate of Designations of our Series A Convertible Preferred Stock;; and other risks and uncertainties detailed in the “Risk Factors” and other sections described from time to time in the Company’s current and future filings with the Securities and Exchange Commission. The foregoing list of factors should not be construed as exhaustive.

The statements made in this press release are current as of the date of this press release only. The Company undertakes no obligation to publicly update or revise any forward-looking statements or any other information contained herein, whether as a result of new information, future events or otherwise.