Section 1: 8-K

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): March 12, 2019

Jensyn Acquisition Corp.
(Exact name of registrant as specified in its charter)

Delaware	**001-37707**	**47-2150172**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

800 West Main Street, Suite 204, Freehold, New Jersey 07728
(Address of principal executive offices, including Zip Code)

(888) 536-7965
(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))

Item 1.01. ENTRY INTO MATERIAL DEFINITIVE AGREEMENT.

On March 12, 2019, Jensyn Acquisition Corp. (the "Company") received a $248,000 loan from Riverside Merchant Partners LLC ("Riverside") to fund expenses related to its proposed business combination with Peck Electric Co. ("Peck Electric"). The loan is represented by an original issue discount promissory note (the "Note") in the principal amount of $265,000 which bears interest at the rate of six percent (6%) per annum and is due on the earlier of (i) the completion of the Company's initial business combination, (ii) the termination of the Company's Share Exchange Agreement with Peck Electric, (iii) the Company's failure to file with the Securities and Exchange Commission a proxy statement with respect to the Peck Electric business combination by April 30, 2019, subject to extension if the audit of Peck Electric's 2018 financial statements is not complete by March 31, 2018 or (iv) June 15, 2019, subject to extension if the Company can demonstrate that a business combination is reasonably likely to be consummated prior to July 2, 2019. The Note is secured by 115,000 shares of the Company's common stock owned by certain shareholders of the Company and the Company may elect to satisfy its obligation to pay the principal amount and accrued interest under the Note in cash or by the delivery of these 115,000 shares. These shareholders transferred 25,000 shares of the Company's common stock to Riverside as consideration for making the loan and these shareholders and each of the Company's officers and directors have entered into a voting agreement (the "Voting Agreement") pursuant to which they have agreed to vote in favor of the election of individuals designated by Riverside to constitute a majority of the Company's Board of Directors if an event of default occurs under the Note. If such designees are elected to the Company's Board of Directors, the Company will be prohibited from completing the business combination with Peck Electric.

The Note and Voting Agreement are filed as exhibits to this Report on Form 8-K and description of the Note and Voting Agreement set forth above is qualified in its entirety by reference to such exhibits.

Item 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

Exhibit 10.17 Secured Original Discount Promissory Note dated March 7, 2019 issued to Riverside Merchant Partners, LLC.

Exhibit 10.18 Voting Agreement dated March 7, 2019 among Riverside Merchant Partners, LLC and the shareholders that are a signatory thereto.

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.

Date: March 14, 2019

Jensyn Acquisition Corp.

By: */s/ Jeffrey J. Raymond*
Name: Jeffrey J. Raymond
Title: President and Chief Executive Officer

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Section 2: EX-10.17

Exhibit 10.17

SECURED ORIGINAL ISSUE DISCOUNT PROMISSORY NOTE

$265,000

March 7, 2019

FOR VALUE RECEIVED, the undersigned, Jensyn Acquisition Corp., a Delaware corporation with offices located at 800 West Main Street, Suite 204, Freehold, New Jersey 07728 (the "Maker"), promises to pay to the order of Riverside Merchant Partners LLC, with an address at 1581 Franklin Avenue, Garden City, New York 11530 (hereinafter the "Payee"), at the above address or at any other location designated in writing by the Payee, the principal amount of TWO HUNDRED AND SIXTY-FIVE THOUSAND DOLLARS ($265,000) (the "Principal Amount), together with accrued but unpaid interest thereon, by the Maturity Date (as defined below) or as otherwise set forth in this Secured Original Issue Discount Promissory Note (the "Note"). The purchase price of the Note payable by the Payee to the Maker shall be $248,000. The Principal Amount and accrued but unpaid interest thereon is payable in the manner and at the times set forth in this Note.

1. Interest shall accrue on the outstanding Principal Amount of this Note at a rate of six percent (6%) per annum.

2. The entire Principal Amount of this Note and all accrued and unpaid interest thereon shall become immediately due and payable upon the earliest of (a) the consummation by the Maker of a Business Combination (as defined in the Amended and Restated Certificate of Incorporation of the Maker), (b) the termination of that certain Share Exchange Agreement dated as of even date herewith among the Maker, Peck Electric Co. ("Peck") and the stockholders of Peck (the "Exchange Agreement") pursuant to Section 8.1(a), 8.1(c), 8.1(d) or 8.1(e) of the Exchange Agreement, (c) the failure of the Maker to duly file with the Securities and Exchange Commission by no later than April 30, 2019 (the "Proxy Statement Deadline") a proxy statement (the "Proxy Statement") in material compliance with Section 14 of the Securities Exchange Act, as amended, and the rules promulgated thereunder; provided, however, that in the event that the audit of Peck's financial statements as of and for the year ended December 31, 2018 is not completed by March 31, 2019, then the Proxy Statement Deadline will be extended by one (1) day for each day after March 31, 2019 that it takes to complete such audit (such completion to be evidenced by the issuance of an audit report by Peck's independent registered public accounting firm) or (d) June 15, 2019 (such earliest date, the "Maturity Date"); provided, however, that the June 15, 2019 Maturity Date shall be extended to July 2, 2019 if during the five (5) days prior to June 15, 2019 the Maker can demonstrate to Payee by the delivery of a transaction timetable prepared in good faith that the Business Combination contemplated by the Proxy Statement is reasonably likely to be consummated on or prior to July 2, 2019.

3. An "Event of Default" under this Note means any of the following events (whether voluntary or involuntary): (i) the failure of the Maker to pay the Principal Amount, accrued but unpaid interest and any other amounts required under this Note, (ii) the failure of the Maker to perform, keep or observe any of its other covenants, agreements or obligations set forth herein or in any other Transaction Document (as defined below) to which it is a party, (iii) an assignment by the Maker for the benefit of creditors, (iv) the Maker is subject to any bankruptcy proceeding against it that remains undismissed for a period of sixty (60) days, (v) the Maker files a voluntary petition of bankruptcy, (vi) the dissolution or liquidation of Maker or (vii) any representation or warranty of the Maker made in this Note or any other Transaction Document to which it is a party shall be untrue or incorrect in any material respect. Upon the occurrence of an Event of Default, then, at the option of the Payee, (i) the entire unpaid Principal Amount of this Note and all accrued, unpaid interest thereon shall become immediately due and payable, at the option of the Maker, in cash in lawful money of the United States or 115,000 Sponsor Shares (as defined below), and (ii) Payee's costs of enforcement and collection of the Note, including, without limitation, Payee's reasonable attorneys' fees as provided herein and at law or equity, shall become immediately due and payable in cash in lawful money of the United States. The failure of the Payee to exercise this option to accelerate payment of the amount due under this Note shall not constitute a waiver of the Payee's right to exercise the acceleration provision in the event of any subsequent Event of Default under this Note. For purposes hereof, "Transaction Document" means this (i) Note, (ii) the Stock Pledge Agreement (as defined below), (iii) that certain letter agreement, dated the date hereof, between the Payee and certain insiders of the Maker, (iv) the Voting Agreement, dated the date hereof, among the Payee, the Maker and certain insiders of the Maker and (v) any other documents executed in connection herewith or therewith.

4. The Maker shall pay (i) the entire Principal Amount and all accrued and unpaid interest thereon, at the option of the Maker, in cash in lawful money of the United States or by the delivery of 115,000 Sponsor Shares (as defined below) in accordance with such instructions as provided by the Payee and (ii) any other amounts due under this Note in cash.

5. [Reserved].

6. The Payee hereby waives all rights, title, interest or claim of any kind against the Maker to collect from the Trust Account (as defined in the Exchange Agreement) any amount that may be owed to it under this Note.

7. The Maker shall pay all of the Payee's reasonable expenses incurred to enforce or collect any of the Maker's obligations hereunder, including, without limitation, attorneys' fees and experts' fees and expenses, whether incurred without the commencement of a suit, in any trial, or in any appellate or bankruptcy proceeding.

8. The Maker shall have the right to prepay at any time part or all of the outstanding Principal Amount, accrued but unpaid interest and any other amounts due under this Note without premium or penalty upon ten (10) days' written notice to the Payee. No partial prepayment shall affect the obligation of the Maker to make any payment of Principal Amount and accrued but unpaid interest thereon and any other amounts due under this Note on the due dates specified herein.

9. Except as otherwise provided herein, the Maker hereby waives presentment, demand for payment, notice of dishonor, and any or all other notices or demands in connection with the delivery, acceptance, performance, default or endorsement of this Note, and assents to extension of the time of payment, release or forbearance as determined by the Payee, without notice. All of the Payee's rights and remedies, whether established hereby or by any other agreements, instruments or documents or by law, shall be cumulative and may be exercised singly or concurrently. The Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable and material harm to the Payee and that the remedy at law for any such breach may be inadequate. Therefore, the Maker agrees that, in the event of any such breach or threatened breach, the Payee shall be entitled, in addition to all other available rights and remedies, at law or in equity, to seek and obtain such equitable relief, including but not limited to an injunction restraining any such breach or threatened breach, without the necessity of showing economic loss and without any bond or other security being required.

10. This Note may not be amended or modified in any manner except in a writing executed by the Maker and the Payee. No failure or delay on the part of the Payee in exercising any right, power or remedy under this Note shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any further exercise.

11. This Note shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation and enforcement of this Note shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts 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 such New York Courts, or that such New York Courts are an improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Note and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Note or the transactions contemplated hereby.

12. Any and all notices, service of process or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Note shall be in writing and shall be deemed given and effective on the earliest of: (i) the date of transmission, if such notice or communication is delivered via email attachment at the email address set forth below at or prior to 5:30 p.m. (Eastern Time) on a business day, (ii) the next business day after the date of transmission, if such notice or communication is delivered via email attachment at the email address set forth below on a day that is not a business day or later than 5:30 p.m. (Eastern Time) on any business day, (iii) the second (2nd) business day following the date of mailing, if sent by a U.S. nationally recognized overnight courier service or (iv) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be:

If to the Payee, at:

Riverside Merchant Partners LLC
1581 Franklin Avenue
Garden City, New York 11530
Attn: David Bocchi
Email: db@riversidemp.com

If to the Maker, at:

Jensyn Acquisition Corp.
800 West Main Street, Suite 204
Freehold, NJ 07728
Attn: Jeffrey J. Raymond, President
Email: jeff.raymond@jensyn.com

or such other email address or address as may be given by the parties in accordance with the notice provisions hereof.

13. Subject to applicable securities laws, this Note and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and assigns of the Payee and the Maker, provided that the Maker can not assign this Note or delegate any of its duties hereunder without the consent of the Payee.

14. Whenever any payment or other obligation hereunder shall be due on a day other than a business day, such payment shall be made on the next succeeding business day.

15. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Note.

16. The obligations of the Maker under this Note are secured by certain shares of common stock of the Maker held or controlled by insiders of the Maker (the "Sponsor Shares") pursuant to the Stock Pledge and Escrow Agreement, dated as of March 7, 2019, between the Maker, the Payee and the escrow agent thereto (the "Stock Pledge Agreement").

IN WITNESS WHEREOF, the Maker and the Payee have duly executed this Note as of the date set forth above.

MAKER

Jensyn Acquisition Corp.

By: */s/ Jeffrey J. Raymond*
Name: Jeffrey J. Raymond
Title: President

PAYEE

Riverside Merchant Partners LLC

By: */s/ Matthew Kern*
Name: Matthew Kern
Title: Chief Financial Officer

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Section 3: EX-10.18

Exhibit 10.18

VOTING AGREEMENT

This VOTING AGREEMENT (the "**Agreement**"), dated the 7th day of March, 2019, is by and among Riverside Merchant Partners LLC (and its endorsees, transferees and assigns, collectively, the "**Secured Party**"), Jeffrey J. Raymond, Joseph J. Raymond, Peter Underwood, Demetrios Mallios, Brendan Rempel and George Kaufman, Philip Politiziner, Richard Cook, Stewart Martin and James D. Gardner (each, a "**Stockholder**," and collectively, the "Stockholders"), and Jensyn Acquisition Corp., a Delaware corporation (the "**Company**").

W I T N E S S E T H:

WHEREAS, each Stockholder is the owner of the number of shares of common stock of the Company set forth on Exhibit A hereto (collectively, the "**Shares**"), which Shares are (a) held in escrow by Continental Stock Transfer & Trust Co., the Escrow Agent, pursuant to the terms of that certain Stock Escrow Agreement dated as of March 2, 2016 among the Stockholders, the Escrow Agent and the other signatories thereto (the "**2016 Escrow Agreement**") and (b) subject to the restrictions set forth in letter agreements dated March 2, 2016 among each of the Stockholders and the Company (the "**2016 Letter Agreements**" and together with the 2016 Escrow Agreement are hereinafter collectively referred to as the "**Escrow Agreements**");

WHEREAS, the Company has issued to the Secured Party a secured original issue discount promissory note of even date herewith in the principal amount of $265,000 (the "**Note**");

WHEREAS, certain of the Stockholders, pursuant to that certain Stock Pledge and Escrow Agreement (the "**Pledge Agreement**"), have agreed to secure the performance by the Company of the Company's obligations under the Note (collectively, the "**Obligations**") by pledging the Shares owned by such Stockholders to the Secured Party;

WHEREAS, the Stockholders, as a further material inducement to Secured Party to purchase the Note, have agreed to secure the performance by the Company of the Company's Obligations by entering into this Agreement;

WHEREAS, the Stockholders will derive a substantial benefit from the transactions described in the Note, Pledge Agreement and as set forth herein; and

NOW THEREFORE, in consideration of the mutual benefits derived herefrom and as security for the performance and payment of the Obligations, the parties hereby agree as follows:

1. VOTING.

1.1 Board of Directors and Other Stockholder Action.

(a) Director Elections. Upon the occurrence and continuance of an Event of Default (as defined under the Note), each of the Stockholders shall vote any and all shares of the Company's capital stock held by such Stockholder from time to time or over which such Stockholder has control (the "**Stockholder Shares**"), and shall take all other necessary or desirable actions within such Stockholder's control (whether in such Stockholder's capacity as a stockholder, director or officer of the Company or otherwise, subject to any applicable fiduciary duties owed to the Company), including without limitation calling meetings, attending and voting at meetings, executing a proxy to vote at any meeting, executing written consents to cause the election to the Company's board of directors (the "**Board**") of those persons designated by the Secured Party from time to time (each such person, the "**Secured Party Designee**" and collectively, all such persons, the "**Secured Party Designees**") constituting a majority of the members of the Board; provided that (i) the election of such persons shall not be inconsistent with the rules of any securities exchange or trading market on which the Company's common stock may then be listed for trading (any such rules, "**Trading Rules**") and (ii) such persons have been designated during the Term (as defined below) of this Agreement. Without limiting the generality of the foregoing, but subject to the limitations set forth above, the Stockholders agree to take such action as may be necessary, in their capacity as stockholders or directors of the Company, to nominate such designees for election by the stockholders of the Company as a director, and to cause the Board to recommend that the stockholders of the Company vote in favor of such elections.

(b) Removal; Vacancy. The Stockholders agree to take such action as may be necessary, in their capacity as stockholders or directors of the Company, subject to the limitations set forth in Section 1.1(a), to remove any Secured Party Designee that is a member of the Board promptly after receipt of direction from the Secured Party that the Secured Party desires to have the Secured Party Designee removed from the Board. In no other event (unless required by their fiduciary duty, law or Trading Rules) will the Stockholders seek the removal of a Secured Party Designee. The Stockholders agree that (i) if the Secured Party has a right to designate one or more directors pursuant to Section 1.1(a) to fill a vacancy on the Board, whether such vacancy existed on the date of this Agreement or resulted from the removal of such director, and (ii) the Secured Party provides written notice of the identity of the Secured Party Designee, that they shall promptly take such action consistent with the provisions of this Agreement and the Company's Bylaws to effect the election of the Secured Party Designee as soon as practicable, but in any event no later than five (5) days after written notice is provided by the Secured Party to the Company and the Stockholders, which action will be taken either at a subsequent stockholders' or directors' meeting or action by written consent of the stockholders or directors, subject to any fiduciary duties owed by such directors to the Company.

(c) No Liability for Election of Recommended Director. None of the Stockholders, and no officer, director, stockholder, partner, employee or agent of any Stockholder, makes any representation or warranty as to the fitness or competence of any Secured Party Designee to serve on the Board by virtue of such Stockholder's execution of this Agreement or by the act of such Stockholder in voting for such nominee pursuant to this Agreement.

(d) Other Stockholder Action. Upon the occurrence and continuance of an Event of Default (as defined under the Note), each of the Stockholders shall vote any and all Stockholder Shares held by such Stockholder from time to time or over which such Stockholder has control and shall take all other necessary or desirable actions within such Stockholder's control (whether in such Stockholder's capacity as a stockholder, director or officer of the Company or otherwise, subject to any applicable fiduciary duties owed to the Company), including without limitation calling meetings, attending and voting at meetings, executing a proxy to vote at any meeting, executing written consents to cause the approval, implementation, modification or termination of any matter or transaction recommended by the Secured Party Designees; provided that the applicable action shall not be inconsistent with the Trading Rules of any securities exchange or trading market on which the Company's common stock may then be listed for trading.

1.2 Observer. In the event the Secured Party has not designated at least one director pursuant to Section 1.1(a) or at any time there is a vacancy in any such director position, the Secured Party shall have the right to appoint one observer (the "**Observer**") to the Board by giving the Company no less than five (5) days written notice thereof. The Company shall invite the Observer to attend all meetings of the Board in a nonvoting observer capacity and, in this respect, shall give the Observer copies of all notices, minutes, consents, and other materials that it provides to its directors; provided however, that the Company reserves the right to withhold any information and to exclude the Observer from any meeting or portion thereof if (i) upon the advice of counsel, the Company determines that access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel; or (ii) access to such information or attendance at such meeting would reasonably be expected to result in disclosure of highly confidential proprietary information to the Observer, the disclosure of which would reasonably be expected to adversely affect the Company's strategic or competitive position.

1.3 Covenants of the Company. Subject to any existing fiduciary duties, the Company agrees to use all reasonable efforts to ensure that the rights granted under this Agreement are effective and that the parties to this Agreement enjoy the benefits of such rights. Such actions include, without limitation, the use of the Company's reasonable efforts to assist in the nomination and election of the directors as provided above. Subject to any existing fiduciary duties, the Company shall not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be performed under this Agreement by the Company, but shall at all times in good faith assist in the carrying out of all of the provisions of this Agreement and in the taking of all such actions as may be necessary, appropriate, or reasonably requested by the Stockholders in order to protect the rights of the parties under this Agreement against impairment.

1.4 Prohibition on Business Combination. If upon an Event of Default (as defined in the Note), the Secured Party or any of its successors or assigns exercises its right to cause the election or appointment of a majority of the Board pursuant to Section 1.1(a) of this Agreement, the Secured Party and the Company agree that the Company shall thereafter be prohibited from pursuing or completing a Business Combination (as that term is defined in the Company's Amended and Restated Certificate of Incorporation) with Peck Electric Co. or any affiliate (as such term is defined in Rule 501 promulgated under the Securities Act of 1933, as amended) of Peck Electric Co., and the Stockholders by majority vote (on a per capita basis) shall have the right to enforce such prohibition.

2. TERMINATION.

2.1 Events of Termination. This Agreement shall continue in full force and effect from the date hereof until the date (the "**Term**") on which the Company has satisfied its Obligations in full under the Note for cash, or, if later, the date the transactions contemplated by this Agreement have been consummated.

3. MISCELLANEOUS.

3.1 Ownership Representations and Warranties.

(a) Stockholders. Each Stockholder represents and warrants to the Secured Party and the Company that (i) such Stockholder is the sole owner of its Stockholder Shares, (ii) such Stockholder, subject to the Escrow Agreements, owns its Stockholder Shares free and clear of liens or encumbrances that would restrict such Stockholder from voting its Stockholder Shares in accordance with this Agreement, and has not executed or delivered and will not execute or deliver at any time prior to the termination of this Agreement any proxy or has entered into or will enter into any other voting agreement or similar arrangement with respect to its Stockholder Shares other than one which has expired or terminated prior to the date hereof, and (iii) such Stockholder has full power and capacity to execute, deliver and perform this Agreement, which has been duly executed and delivered by, and evidences the valid and binding obligation of, such Stockholder enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, rehabilitation, liquidation, or similar laws now or hereafter in effect affecting creditors' rights and remedies generally and except as the availability of equitable remedies may be limited by equitable principles of general applicability.

(b) Secured Party. The Secured Party represents and warrants to the Stockholders and the Company that such Secured Party has full power and capacity to execute, deliver and perform this Agreement, which has been duly executed and delivered by, and evidences the valid and binding obligation of, such Secured Party enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, rehabilitation, liquidation, or similar laws now or hereafter in effect affecting creditors' rights and remedies generally and except as the availability of equitable remedies may be limited by equitable principles of general applicability.

3.2 Specific Performance. The parties hereto hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto or to their heirs, personal representatives or assigns by reason of a failure to perform any of the obligations under this Agreement and agree that the terms of this Agreement shall be specifically enforceable. If any party hereto or his heirs, personal representatives or assigns institutes any action or proceeding to specifically enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense therein that such party or such personal representative has an adequate remedy at law, and such person shall not offer in any such action or proceeding the claim or defense that such remedy at law exists.

3.3 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation and enforcement of this Agreement shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "**New York Courts**"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts 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 such New York Courts, or that such New York Courts are an improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

3.4 Amendment or Waiver. This Agreement may be amended or modified (or provisions of this Agreement waived either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Secured Party, the Company and Stockholders holding in aggregate at least a majority of all Stockholder Shares held by all Stockholders. Any amendment or waiver so effected shall be binding upon the Company, each of the parties hereto and any assignee or successor of any such party whether or not any such party, successor or assignee entered into or approved such amendment.

3.5 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall to the extent practicable, be modified so as to make it valid, legal and enforceable and to retain as nearly as practicable the intent of the parties and the business agreement represented by such invalidated term, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3.6 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, administrators, executors and other legal representatives.

3.7 Additional Shares. In the event that subsequent to the date hereof any shares or other securities are issued on, or in exchange for, any of the Stockholder Shares by reason of any stock dividend, stock split, combination of shares, reclassification or the like, such shares or securities shall be deemed to be Stockholder Shares for purposes of this Agreement.

3.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement. Facsimile copies hereof may be executed as counterpart originals.

3.9 No Waiver. No waivers of any breach of this Agreement extended by any party hereto to any other party shall be construed as a waiver of any rights or remedies of any other party hereto or with respect to any subsequent breach.

3.10 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if received during normal business hours of the recipient; if not, then on the next business day, or (c) one business day after deposit with an internationally recognized overnight courier, specifying next day delivery, with verification of receipt. All communications shall be sent to the party to be notified at the address as set forth on the signature pages hereof or at such other address as such party may designate by ten (10) days advance written notice to the other parties hereto.

3.11 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) constitutes the full and entire understanding and agreement among the parties with regard to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings with respect thereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Voting Agreement as of the date first above written.

Addresses:

COMPANY

800 West Main Street, Suite 204
Freehold, NJ 07728

Jensyn Acquisition Corp.

By: */s/ Jeffrey J. Raymond*
Name: Jeffrey J. Raymond
Title: President & Chief Executive Officer

STOCKHOLDERS

/s/ Jeffrey J. Raymond
Jeffrey J. Raymond

800 West Main Street, Suite 204
Freehold, NJ 07728

/s/ Joseph J. Raymond
Joseph J. Raymond

1964 Howell Branch Road, Suite 206
Winter Park, FL 32792

/s/ Peter Underwood
Peter Underwood

18 Rockingham Court
Manalapan, NJ 07726

/s/ Demetrios Mallios
Demetrios Mallios

1715 Highway 35, Suite 101
Middletown, NJ 07748

/s/ Brendan Rempel
Brendan Rempel

9 Meadow Avenue
Monmouth Beach, NJ 07750

/s/ George Kaufman
George Kaufman

17 State Street, 16th Floor
New York, NY 10004

/s/ Philip Politziner
Philip Politziner

106 Via Florenza
Palm Beach Gardens, FL 33413

/s/ Richard Cook
Richard Cook

78 Dawson Village Way N, Suite 140-200
Dawsonville, GA 30534

/s/ Stewart Martin
Stewart Martin

1000 Corporate Drive, Suite 400
Fort Lauderdale, FL 33334

/s/ James D. Gardner
James D. Gardner

93 Wintergreen Drive,
Manalapan, NJ 07726

SECURED PARTY

Riverside Merchant Partners LLC

1581 Franklin Ave.,
Garden City, NY 11530

By: */s/ Matthew Kern*
Name: Matthew Kern
Title: Chief Financial Officer

EXHIBIT A

LIST OF STOCKHOLDERS

Name	Common Stock Held
Jeffrey J. Raymond	97,670
Joseph J. Raymond	107,670
Peter Underwood	107,670
Demetrios Mallios	37,906
Brendan Rempel	37,907
George Kaufman	37,907
Philp Politziner	17,000
Richard Cook	5,000
Stewart Martin	4,000
James D. Gardner	2,000

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