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

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 3)\***

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**USA Technologies, Inc.**  
(Name of Issuer)

**Common Stock, no par value**  
(Title of Class of Securities)

**90328S500**  
(CUSIP Number)

**Lance  
Kravitz  
Antara Capital LP  
500 Fifth Avenue, Suite 2320  
New York, New York 10110  
(646) 762 8591**

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

**January 31, 2020**  
(Date of Event which Requires Filing of this Statement)

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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 Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

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\* 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).

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**SCHEDULE 13D**

CUSIP No. 90328S500

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSON (ENTITIES ONLY)	
	Antara Capital Master Fund LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input 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 ITEMS 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
	8	SHARED VOTING POWER 5,152,087
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 5,152,087
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	5,152,087	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	
	<input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	8.07%*	
14	TYPE OF REPORTING PERSON	
	PN	

\* Based on 63,825,304 shares of Common Stock (defined below) issued and outstanding as of November 1, 2019, as determined in reliance on disclosure to that effect made by the Issuer in its Form 10-Q filing for the quarterly period ended September 30, 2019.

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSON (ENTITIES ONLY)	
	Antara Capital Fund GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input 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 ITEMS 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
	8	SHARED VOTING POWER  5,152,087
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  5,152,087
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,152,087	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.07%*	
14	TYPE OF REPORTING PERSON  OO	

\* Based on 63,825,304 shares of Common Stock issued and outstanding as of November 1, 2019, as determined in reliance on disclosure to that effect reported by the Issuer in its Form 10-Q filing for the quarterly period ended September 30, 2019.

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSON (ENTITIES ONLY)	
	Antara Capital LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input 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 ITEMS 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
	8	SHARED VOTING POWER  5,152,087
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  5,152,087
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,152,087	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.07%*	
14	TYPE OF REPORTING PERSON  PN	

\* Based on 63,825,304 shares of Common Stock issued and outstanding as of November 1, 2019, as determined in reliance on disclosure to that effect reported by the Issuer in its Form 10-Q filing for the quarterly period ended September 30, 2019.

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSON (ENTITIES ONLY)	
	Antara Capital GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input 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 ITEMS 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
	8	SHARED VOTING POWER  5,152,087
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  5,152,087
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,152,087	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.07%*	
14	TYPE OF REPORTING PERSON  OO	

\* Based on 63,825,304 shares of Common Stock issued and outstanding as of November 1, 2019, as determined in reliance on disclosure to that effect reported by the Issuer in its Form 10-Q filing for the quarterly period ended September 30, 2019.

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSON (ENTITIES ONLY)	
	Himanshu Gulati	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input 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 ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  New York	
Number of shares beneficially owned by each reporting person with	7	SOLE VOTING POWER
	8	SHARED VOTING POWER  5,152,087
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  5,152,087
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,152,087	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.07%*	
14	TYPE OF REPORTING PERSON  IN	

\* Based on 63,825,304 shares of Common Stock issued and outstanding as of November 1, 2019, as determined in reliance on disclosure to that effect reported by the Issuer in its Form 10-Q filing for the quarterly period ended September 30, 2019.

## Item 1. Security and Issuer

This Amendment No. 3 (this "Amendment No. 3") amends the Schedule 13D originally filed on October 16, 2019, as amended by Amendment No. 1, filed on November 13, 2019 and by Amendment No. 2, filed on December 31, 2019 (collectively, the "Original Schedule 13D", and together with this Amendment No. 3, this "Schedule 13D"). This Amendment No. 3 relates to the common stock, without par value ("Common Stock"), of USA Technologies, Inc., a Pennsylvania corporation ("USAT" or the "Issuer"). The address of the principal executive office of USAT is 100 Deerfield Lane, Suite 140, Malvern, PA 19355.

Except as specifically provided herein, this Amendment No. 3 does not modify any of the information previously reported in the Original Schedule 13D. Capitalized terms used but not otherwise defined in this Amendment No. 3 shall have the meanings ascribed to them in the Original Schedule 13D.

## Item 5. Interest in Securities of the Issuer

*Item 5 of the Original Schedule 13D is hereby deleted and replaced in its entirety with the following:*

(a) The Reporting Persons beneficially own, in the aggregate, 5,152,087 shares of Common Stock pursuant to the Stock Purchase Agreement, certain transactions effected subsequent to the execution of the Stock Purchase Agreement and set forth in the Original Schedule 13D, and certain subsequent transactions set forth in Schedule I attached hereto. The description of the Stock Purchase Agreement set forth in Item 6 of the Original Schedule 13D is incorporated by reference herein in response to this Item 5.

As of the date hereof, the Reporting Persons each beneficially own 5,152,087 shares of Common Stock, which represents approximately 8.07% of the issued and outstanding Common Stock of USAT. The aggregate percentage of Common Stock reported owned by each person named herein is based upon 63,825,304 shares of Common Stock issued and outstanding as of November 1, 2019, as determined in reliance on disclosure to that effect reported by the Issuer in its Form 10-Q filing for the quarterly period ended September 30, 2019.

Antara Master Fund directly beneficially owns the Shares (i) issued pursuant to the Stock Purchase Agreement, (ii) acquired pursuant to certain transactions effected subsequent to the execution of the Stock Purchase Agreement and set forth in the Original Schedule 13D, and (iii) acquired pursuant to the subsequent transactions set forth on Schedule I attached hereto. Antara Fund GP, Antara GP and Antara Capital are deemed to have beneficial ownership of the Shares owned beneficially by Antara Master Fund. Mr. Gulati is deemed to have beneficial ownership of the Shares owned beneficially by each of the foregoing Reporting Persons.

(b) Each of the Reporting Persons has the shared power to vote or direct the vote and shared power to dispose or to direct the disposition of the Common Stock reported for it, either for its own benefit or for the benefit of its investment clients or its partners, as the case may be.

(c) Except as provided in Item 6 hereof, all transactions in the capital stock of USAT effected during the past sixty (60) days on behalf of the Reporting Persons over which the Reporting Persons have investment discretion are set forth in Schedule I attached hereto and incorporated herein by reference.

(d) Except as otherwise described in this Schedule 13D, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, securities covered by this Section 13D.

(e) Not applicable.

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

*Item 6 of the Original Schedule 13D is hereby amended to add the following:*

**(e) Amendment to Non-Disclosure Agreement**

On January 31, 2020, USAT and Antara Master Fund entered into an amendment (the “RRA Amendment”) to the Registration Rights Agreement, dated October 9, 2019, by and between USAT and Antara Master Fund (the “Original Registration Rights Agreement”, as amended by the RRA Amendment, the “Registration Rights Agreement”), pursuant to which (i) the parties thereto agreed to delete Sections 2.01-2.07 of the Original Registration Rights Agreement and (ii) USAT agreed to pay to Antara Master Fund an amount equal to \$1,223,410 in immediately available funds, which amount represents a mutually agreed upon payment in satisfaction of the liquidated damages owing to Antara Master Fund under Section 2.02 of the Original Registration Rights Agreement.

The foregoing summary description of the material terms of the RRA Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the RRA Amendment, which is filed as Exhibit 6 and is incorporated herein by reference in its entirety.

**Item 7. Material to be Filed as Exhibits**

*Item 7 of the Original Schedule 13D is hereby amended to add the following:*

<u>Exhibit</u>	<u>Description</u>
6	Amendment to Registration Rights Agreement, dated January 31, 2020, by and between Antara Capital Master Fund LP and USA Technologies, Inc.



**Signature**

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

**ANTARA CAPITAL MASTER FUND LP**

By: Antara Capital LP  
not in its individual corporate capacity,  
but solely as Investment Advisor and agent

By: Antara Capital GP LLC,  
its general partner

By: /s/ Himanshu Gulati  
Name: Himanshu Gulati  
Title: Managing Member  
Date: February 3, 2020

**ANTARA CAPITAL LP**

By: Antara Capital GP LLC,  
its general partner

By: /s/ Himanshu Gulati  
Name: Himanshu Gulati  
Title: Managing Member  
Date: February 3, 2020

**ANTARA CAPITAL GP LLC**

By: /s/ Himanshu Gulati  
Name: Himanshu Gulati  
Title: Managing Member  
Date: February 3, 2020

**ANTARA CAPITAL FUND GP LLC**

By: /s/ Himanshu Gulati  
Name: Himanshu Gulati  
Title: Managing Member  
Date: February 3, 2020

By: /s/ Himanshu Gulati  
Himanshu Gulati, an individual  
Date: February 3, 2020

**Schedule I**

**Transactions**

The following table sets forth all transactions with respect to the capital stock of USAT effected in the last sixty (60) days by the Reporting Persons or on behalf of the Reporting Persons in respect of the capital stock, inclusive of any transactions effected through 4:00 pm, New York City time, on January 31, 2020.

<u>Transaction Type</u>	<u>Trade Date</u>	<u>Security Type</u>	<u>Quantity</u>	<u>Security Ticker</u>	<u>Trade Price</u>
Buy	12/2/2019	Common Stock	12,000.00	USAT	\$6.9088
Buy	12/4/2019	Common Stock	7,829.00	USAT	\$6.8406
Buy	12/4/2019	Common Stock	4,000.00	USAT	\$6.8650
Buy	12/5/2019	Common Stock	10,000.00	USAT	\$6.9124
Buy	12/5/2019	Common Stock	17,173.00	USAT	\$6.7408
Buy	12/6/2019	Common Stock	25,000.00	USAT	\$6.7118
Buy	12/13/2019	Common Stock	20,000.00	USAT	\$6.8400
Buy	12/16/2019	Common Stock	20,000.00	USAT	\$6.8173
Buy	12/17/2019	Common Stock	10,000.00	USAT	\$6.9645
Buy	12/18/2019	Common Stock	10,000.00	USAT	\$6.9590
Buy	12/19/2019	Common Stock	15,000.00	USAT	\$6.9851
Buy	12/20/2019	Common Stock	25,000.00	USAT	\$6.8977
Buy	12/23/2019	Common Stock	10,000.00	USAT	\$6.8645
Buy	12/26/2019	Common Stock	30,000.00	USAT	\$6.7604
Buy	12/27/2019	Common Stock	50,000.00	USAT	\$6.8502
Buy	12/27/2019	Common Stock	15,000.00	USAT	\$6.8691
Buy	12/30/2019	Common Stock	60,000.00	USAT	\$6.9003
Buy	12/31/2019	Common Stock	9,010.00	USAT	\$7.3651
Buy	12/31/2019	Common Stock	100,000.00	USAT	\$7.2288
Buy	1/2/2020	Common Stock	37,300.00	USAT	\$7.2628

Buy	1/8/2020	Common Stock	35,195.00	USAT	\$7.0207
Buy	1/9/2020	Common Stock	11,000.00	USAT	\$7.0448
Buy	1/10/2020	Common Stock	1,434.00	USAT	\$7.0889
Buy	1/13/2020	Common Stock	706.00	USAT	\$6.9000
Buy	1/14/2020	Common Stock	11,500.00	USAT	\$6.8214
Buy	1/16/2020	Common Stock	40,000.00	USAT	\$7.3405
Buy	1/22/2020	Common Stock	43,667.00	USAT	\$7.3151
Buy	1/23/2020	Common Stock	8,000.00	USAT	\$7.6000
Buy	1/23/2020	Common Stock	27,000.00	USAT	\$7.7036
Buy	1/27/2020	Common Stock	50,000.00	USAT	\$8.0826
Buy	1/28/2020	Common Stock	22,500.00	USAT	\$8.3482
Buy	1/29/2020	Common Stock	25,000.00	USAT	\$8.5485
Buy	1/30/2020	Common Stock	50,000.00	USAT	\$8.7441
Buy	1/30/2020	Common Stock	25,000.00	USAT	\$8.7348
Buy	1/31/2020	Common Stock	100,000.00	USAT	\$9.1075

## AMENDMENT TO REGISTRATION RIGHTS AGREEMENT

This AMENDMENT TO REGISTRATION RIGHTS AGREEMENT (this "Agreement") is entered into on January 31, 2020 and is effective as of the 31<sup>st</sup> day of December 2019 by and between USA Technologies, Inc., a Pennsylvania corporation (the "Company"), and Antara Capital Master Fund LP, a Cayman Islands exempted limited partnership (the "Investor").

### Background

The Company and the Investor previously entered into a Registration Rights Agreement dated as of October 9, 2019 (the "RRA"). As more fully set forth herein, the parties desire to amend the RRA on the terms hereinafter set forth.

### Agreement

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Amendment.

- (a) In consideration of, and effective concurrently with the making by the Company of, the Payment (as defined below) to the Investor, the RRA shall be amended to delete Sections 2.01-2.07 thereof (the "Specified Provisions"). From and after the date hereof, the Specified Provisions shall have no further force or effect whatsoever and shall be null and void, and neither the Company nor the Investor shall have any further rights, obligations or liabilities thereunder.
- (b) Except as expressly set forth in this Agreement, the terms and conditions of the RRA shall remain in full force and effect as originally written and amended by this Agreement. Upon the effectiveness of this Agreement, each reference in the RRA to "this Agreement", "hereunder", "hereof", "herein", or words of similar import shall mean and be a reference to the RRA as amended hereby, and each reference to the RRA in any other document, instrument or agreement shall mean and be a reference to the RRA as amended hereby.

2. Payment. On or before January 31, 2020, the Company shall deliver to an account designated by the Investor the sum of \$1,223,410 (the "Payment") in immediately available funds. The Payment represents the agreed upon amount of liquidated damages due or to become due to the Investor by the Company under Section 2.02 of the RRA. The Payment consists of the following: \$260,300 of liquidated damages due under Section 2.02 of the RRA for each of the months of November 2019 and December 2019; and \$234,270 of liquidated damages to become due under Section 2.02 of the RRA for each of the months of January 2020, February 2020 and March 2020. The Payment is in full and final resolution of any and all payments (including liquidated damages) due or to become due by the Company to the Investor in respect of the Specified Provisions, and no further sums, damages, or amounts are or will be owed or due or payable by the Company to the Investor under or pursuant to the Specified Provisions. The

parties hereto acknowledge and agree that the amount of the Payment represents the parties' reasonable estimate of actual damages applicable and that the Payment does not constitute a penalty.

3. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there have been no warranties, representations or promises, written or oral, made by any of the parties hereto except as expressly set forth herein. Notwithstanding the foregoing and for the avoidance of doubt, aside from the RRA (which is being amended as provided herein), all of the terms and conditions of all other agreements between or among the parties hereto or their respective affiliates (including, without limitation, (i) the Stock Purchase Agreement between the Company and the Investor dated as of October 9, 2019, (ii) the Non-Disclosure Agreement dated as of September 30, 2019, as amended by a First Amendment thereto dated as of November 12, 2019, and (iii) the Financing Agreement, dated October 31, 2019, by and among the Company, its subsidiaries, the Investor and Cortland Capital Market Services LLC and the related loan documents) shall, in each case, remain in full force and effect in accordance with their terms.

4. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their respective heirs, personal representatives, successors and assigns.

5. Waiver, Modification, etc. Any party to this Agreement may waive any of the terms or conditions of this Agreement or agree to an amendment or modification to this Agreement by an agreement in writing executed in the same manner (but not necessarily by the same persons) as this Agreement. No amendment or modification of this Agreement shall be binding unless in writing executed by the party amending or waiving such term or condition of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

6. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of New York without regard to any conflicts of law rules which would require the application of the laws of any other jurisdiction.

7. Counterparts. This Agreement may be signed in two or more counterparts which counterparts shall constitute a single, integrated agreement binding upon all the signatories to such counterparts. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

8. Expenses. Each party hereto shall pay its own expenses arising from this Agreement and the transactions contemplated hereby, including, without limitation, all legal and accounting fees and disbursements; provided, however, that nothing herein shall limit or otherwise modify any right of the parties to recover such expenses from the other in the event any party hereto breaches this Agreement.

9. No Assignment. The Investor represents and warrants to the Company that except as specifically provided herein, it has not sold, assigned, transferred, conveyed or otherwise disposed of any interest in or to the RRA or the Registrable Securities (as defined in the RRA), including any right to receive liquidated damages under Section 2.02 thereof.

[Signature page to follow]

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

USA TECHNOLOGIES, INC.

By: /s/ Donald W. Layden, Jr.  
Donald W. Layden, Jr.,  
Interim Chief Executive Officer and Chairman

ANTARA CAPITAL MASTER FUND LP

By: Antara Capital LP,  
not in its individual corporate capacity,  
but only as Investment Advisor and agent

By: Antara Capital GP LLC,  
its general partner

By: /s/ Himanshu Gulati  
Name: Himanshu Gulati  
Title: Managing Member