

**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): February 23, 2015

**REGAL ONE CORPORATION**

*(Exact Name of Registrant as Specified in Charter)*

Florida

814-00710

95-4158065

*(State or other jurisdiction  
of incorporation)*

*(Commission File Number)*

*(IRS Identification No.)*

PO Box 25610, Scottsdale, AZ  
*(Address of principal executive offices)*

85255  
*(Zip Code)*

(310) 312.6888  
*(Registrant's telephone number, including area code)*

N/A  
*(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 July 14, 2014, Regal One Corporation (the "Company") and Princeton Capital Corporation, a wholly-owned subsidiary of the company ("Princeton" and together with the Company, the "Buyer"), entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") with Capital Point Partners, LP and Capital Point Partners II, LP (collectively, the "Partnerships"), pursuant to which the Partnerships have agreed to sell certain equity and debt investments of the Partnerships (the "Portfolio").

The Asset Purchase Agreement also includes customary termination provisions including that, subject to the terms of the Asset Purchase Agreement, either party may terminate the Asset Purchase Agreement if the transaction has not been consummated by October 6, 2014, or if any governmental authority issues any order, injunction or judgment that restrains, enjoins or otherwise prohibits or makes the transaction illegal. Additionally, either party may terminate the Asset Purchase Agreement if the other party has materially violated or breached any representation, warranty, covenant, obligation or agreement which would reasonably be expected to cause any of the conditions to closing to not be satisfied prior to October 6, 2014, subject, in some cases, to the

opportunity of the breaching party to cure such breach or violation.

The parties had earlier agreed that the closing would not occur prior to October 6, 2014, and had previously extended the termination provisions to December 31, 2014, and then again to February 27, 2015. The parties have again agreed that the closing will not occur by the revised deadline, and have therefore reset the customary termination provisions to March 31, 2015, and have allowed the Partnerships the right to unilaterally cancel prior to that date.

***Item 9.01. Financial Statements and Exhibits.***

(d) Exhibits. The following exhibit is filed as part of this Report:

<u>Exhibit No.</u>	<u>Description</u>
2.2	Amendment to Asset Purchase Agreement, dated as of December 16, 2014

**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.

**REGAL ONE CORPORATION**

Date: February 27, 2015

By: /s/ C. J. Newman

Name: Charles J. Newman

Title: Chief Executive Officer

## AMENDMENT TO ASSET PURCHASE AGREEMENT

This Amendment to Asset Purchase Agreement (the “Amendment”) is entered into as of February 23, 2015, by and among Regal One Corporation, a Florida corporation (“Parent”), Princeton Capital Corporation, a Maryland corporation and wholly-owned subsidiary of Parent (“Acquisition Subsidiary” and together with Parent, the “Buyer”), Capital Point Partners, LP, a Delaware limited partnership (“Fund I”) and Capital Point Partners II, LP, a Delaware limited partnership (“Fund II” and together with Fund I, the “Partnerships”). Parent, Acquisition Subsidiary, Fund I and Fund II are, from time to time, referred to individually as a “party” and jointly or collectively as the “parties.” Any capitalized terms not otherwise defined in this Amendment shall have the meaning given to such terms in the Agreement (as hereinafter defined).

### RECITALS

*WHEREAS*, Parent, Acquisition Subsidiary, Fund I and Fund II are parties to that certain Asset Purchase Agreement dated as of July 14, 2014 (the “Agreement”).

*WHEREAS*, the parties desire to amend the Agreement as set forth below.

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

### AGREEMENT

**1. AMENDMENT OF ASSET PURCHASE AGREEMENT. Section 7.2 of the Agreement is amended and restated as follows:**

“7.2 Termination for Failure to Close. This Agreement shall be automatically terminated if the Closing Date shall not have occurred by March 31, 2015 provided, however, that the right to terminate this Agreement pursuant to this Section 7.2 shall not be available to any party that has breached in any material respect its obligations under this Agreement in any manner that shall have proximately contributed to the occurrence of the failure of a condition to the consummation of the transactions contemplated by this Agreement.”

**2. NO OTHER AMENDMENTS.**

Except as it has been specifically amended above, the Agreement shall from and after the date hereof continue in full force and effect.

**3. MISCELLANEOUS TERMS.**

**3.1 Entire Agreement and Modification.** The Agreement, as amended by this Amendment, sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter hereof. The Agreement, as amended by this Amendment, may not be further amended except by a written agreement executed in accordance with Section 9.9 of the Agreement.

**3.2 Severability.** If any provision of this Amendment is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law or, if it cannot be so amended without materially altering the intention of the parties, it will be deemed stricken and the remainder of the Amendment will remain in full force and effect.

**3.3 Counterparts.** This Agreement may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Agreement. This Agreement shall become effective when, and only when, each party hereto shall have received a counterpart signed by all of the other parties hereto.

*[Remainder of page intentionally left blank]*



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

**REGAL ONE CORPORATION**

*a Florida corporation*

By: /s/ Charles J. Newman  
Charles J. Newman  
President

**PRINCETON CAPITAL CORPORATION**

*a Maryland corporation*

By: /s/ Charles J. Newman  
Charles J. Newman  
President

FUND I:

**CAPITAL POINT PARTNERS, LP**

*a Delaware limited partnership,  
by its General Partner*

By: /s/ Alfred Jackson  
Name: Alfred Jackson  
Title: Managing Partner

FUND II:

**CAPITAL POINT PARTNERS II, LP**

*a Delaware limited partnership,  
by its General Partner*

By: /s/ Alfred Jackson  
Name: Alfred Jackson  
Title: Managing Partner”