

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): **June 19, 2019**

THUNDER BRIDGE ACQUISITION, LTD.
(Exact name of registrant as specified in its charter)

Cayman Islands

(State or other jurisdiction
of incorporation)

001-38531

(Commission File Number)

N/A

(IRS Employer
Identification No.)

**9912 Georgetown Pike
Suite D203
Great Falls, Virginia 22066**

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(202) 431-0507**

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))

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.

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Ordinary Shares, par value \$0.0001 per share	TBRG	The NASDAQ Stock Market LLC
Warrants to purchase one Class A Ordinary Share	TBRGW	The NASDAQ Stock Market LLC
Units, each consisting of one Class A Ordinary Share and one Warrant	TBRGU	The NASDAQ Stock Market LLC

Item 1.01. Entry into a Material Definitive Agreement.

As previously reported on a Current Report on [Form 8-K](#) filed on January 22, 2019 by Thunder Bridge Acquisition, Ltd., a Cayman Islands exempted company (including the successor after the Domestication (as defined below), “**Thunder Bridge**”), with the U.S. Securities and Exchange Commission (“**SEC**”), on January 21, 2019, Thunder Bridge entered into an Agreement and Plan of Merger, which was subsequently amended and restated on each of February 11, 2019, and May 9, 2019 (as amended, the “**Merger Agreement**”) with TB Acquisition Merger Sub LLC, a Delaware limited liability company and wholly-owned subsidiary of Thunder Bridge (“**Merger Sub**”), Hawk Parent Holdings LLC, a Delaware limited liability company (“**Repay**”), and CC Payment Holdings, L.L.C., solely in its capacity as the securityholder representative thereunder (the “**Repay Securityholder Representative**”). Pursuant to the Merger Agreement, (i) Thunder Bridge will domesticate from a Cayman Islands exempted company to a Delaware corporation (the “**Domestication**”) and (ii) Merger Sub will merge with and into Repay with Repay continuing as the surviving entity and a subsidiary of Thunder Bridge (the “**Merger**”) and together with the Domestication and the other transactions contemplated by the Merger Agreement, the “**Transactions**”). Upon the closing of the Transactions, Thunder Bridge’s corporate name will change to “Repay Holdings Corporation.”

Third Amendment to the Merger Agreement

On June 19, 2019, the parties to the Merger Agreement entered into the Third Amendment to the Merger Agreement (the “**Third Amendment**”) pursuant to which the parties amended the Merger Agreement to extend the termination date of the Merger Agreement from June 30, 2019, to July 31, 2019. In addition, Repay consented to the Debt Commitment Letter Amendment (as defined below). The foregoing description of the Third Amendment is not complete and is qualified in its entirety by reference to the full text of the Third Amendment, a copy of which is filed as Exhibit 2.1 hereto and is incorporated herein by reference.

Debt Commitment Letter Amendment

In connection with the execution of the Third Amendment, the parties to the letter agreement, dated as of January 21, 2019 (the “**Debt Commitment Letter**”), among SunTrust Bank, SunTrust Robinson Humphrey, Inc., and Merger Sub agreed to amend the Debt Commitment Letter (the “**Debt Commitment Letter Amendment**”) to extend the termination date of the Debt Commitment Letter from June 30, 2019 to July 31, 2019.

Item 7.01. Regulation FD Disclosure.

On June 20, 2019, Thunder Bridge issued a press release announcing the meeting date for the extraordinary general meeting of shareholders of Thunder Bridge and the special meeting of holders of Thunder Bridge’s public warrants relating to the proposed business combination between Thunder Bridge and Repay. The press release is attached hereto as Exhibit 99.1.

The information in this Item 7.01 and Exhibit 99.1 attached hereto shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended (“**Securities Act**”) or the Exchange Act, except as expressly set forth by specific reference in such filing.

Important Information About the Transaction and Where to Find It

This communication is being made in respect of the proposed business combination between Thunder Bridge and Repay. In connection with the proposed business combination, Thunder Bridge has filed with the SEC a registration statement on Form S-4, which includes a preliminary proxy statement/prospectus of Thunder Bridge, and will file other documents regarding the proposed transaction with the SEC. After the registration statement is declared effective, Thunder Bridge will mail the definitive proxy statement/prospectus to its shareholders and warrant holders. Before making any voting or investment decision, shareholders and warrant holders of Thunder Bridge are urged to carefully read the preliminary proxy statement/prospectus, and when they become available, the definitive proxy statement/prospectus and any other relevant documents filed with the SEC, as well as any amendments or supplements to these documents, because they will contain important information about Thunder Bridge, Repay and the proposed business combination. The documents filed by Thunder Bridge with the SEC may be obtained free of charge at the SEC’s website at www.sec.gov, or by directing a request to Thunder Bridge Acquisition, Ltd., 9912 Georgetown Pike, Suite D203, Great Falls, Virginia 22066, Attention: Secretary, (202) 431-0507.

Participants in the Solicitation

Thunder Bridge and Repay and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the shareholders of Thunder Bridge in favor of the approval of the business combination and from the warrant holders of Thunder Bridge in favor of the warrant amendment. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the shareholders of Thunder Bridge in connection with the proposed business combination is set forth in the preliminary proxy statement/prospectus. Free copies of these documents may be obtained as described in the preceding paragraph.

Forward-Looking Statements

This communication contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements include, but are not limited to, statements about future financial and operating results, our plans, objectives, expectations and intentions with respect to future operations, products and services; and other statements identified by words such as “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimated,” “believe,” “intend,” “plan,” “projection,” “outlook” or words of similar meaning. These forward-looking statements include, but are not limited to, statements regarding Repay’s industry and market sizes, future opportunities for Thunder Bridge, Repay and the combined company, Thunder Bridge’s and Repay’s estimated future results and the proposed business combination between Thunder Bridge and Repay, including the implied enterprise value, the expected transaction and ownership structure and the likelihood and ability of the parties to successfully consummate the proposed transaction. Such forward-looking statements are based upon the current beliefs and expectations of our management and are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are difficult to predict and generally beyond our control. Actual results and the timing of events may differ materially from the results anticipated in these forward-looking statements.

In addition to factors previously disclosed in Thunder Bridge’s reports filed with the SEC and those identified elsewhere in this communication, the following factors, among others, could cause actual results and the timing of events to differ materially from the anticipated results or other expectations expressed in the forward-looking statements: inability to meet the closing conditions to the business combination, including the occurrence of any event, change or other circumstances that could give rise to the termination of the definitive agreement; the inability to complete the transactions contemplated by the definitive agreement due to the failure to obtain approval of Thunder Bridge’s shareholders and warrant holders, the inability to consummate Thunder Bridge’s contemplated private placement, the inability to consummate the contemplated debt financing, the failure to achieve the minimum amount of cash available following any redemptions by Thunder Bridge shareholders or the failure to meet The Nasdaq Stock Market’s listing standards in connection with the consummation of the contemplated transactions; costs related to the transactions contemplated by the definitive agreement; a delay or failure to realize the expected benefits from the proposed transaction; risks related to disruption of management time from ongoing business operations due to the proposed transaction; changes in the payment processing market in which Repay competes, including with respect to its competitive landscape, technology evolution or regulatory changes; changes in the vertical markets that Repay targets; risks relating to Repay’s relationships within the payment ecosystem; risk that Repay may not be able to execute its growth strategies, including identifying and executing acquisitions; risks relating to data security; changes in accounting policies applicable to Repay; and the risk that Repay may not be able to develop and maintain effective internal controls.

Actual results, performance or achievements may differ materially, and potentially adversely, from any projections and forward-looking statements and the assumptions on which those forward-looking statements are based. There can be no assurance that the data contained herein is reflective of future performance to any degree. You are cautioned not to place undue reliance on forward-looking statements as a predictor of future performance as projected financial information and other information are based on estimates and assumptions that are inherently subject to various significant risks, uncertainties and other factors, many of which are beyond our control. All information set forth herein speaks only as of the date hereof in the case of information about Thunder Bridge and Repay or the date of such information in the case of information from persons other than Thunder Bridge or Repay, and we disclaim any intention or obligation to update any forward looking statements as a result of developments occurring after the date of this communication. Forecasts and estimates regarding Repay's industry and end markets are based on sources we believe to be reliable, however there can be no assurance these forecasts and estimates will prove accurate in whole or in part. Annualized, pro forma, projected and estimated numbers are used for illustrative purpose only, are not forecasts and may not reflect actual results.

No Offer or Solicitation

This Current Report on Form 8-K shall not constitute a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the transaction. This Current Report on Form 8-K shall also not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any states or jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act or an exemption therefrom.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Number	Description
2.1	Third Amendment to Agreement and Plan of Merger, dated as of June 19, 2019, by and among Thunder Bridge, Merger Sub, Repay, and the Repay Securityholder Representative.
99.1	Press Release, dated June 20, 2019.

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.

THUNDER BRIDGE ACQUISITION, LTD.

Dated: June 20, 2019

By: /s/ Gary A. Simanson

Name: Gary A. Simanson

Title: Chief Executive Officer

THIRD AMENDMENT TO AGREEMENT AND PLAN OF MERGER

June 19, 2019

This Third Amendment (this "Third Amendment") to the Merger Agreement (as defined below) is made and entered into as of the date first written above by and among Thunder Bridge Acquisition, Ltd., a Cayman Islands exempted company ("Parent"), TB Acquisition Merger Sub LLC, a Delaware limited liability company ("Merger Sub"), Hawk Parent Holdings LLC, a Delaware limited liability company (the "Company"), and, solely in its capacity as the Company Securityholder Representative (as defined in the Merger Agreement), CC Payment Holdings, L.L.C., a Delaware limited liability company (the "Company Securityholder Representative"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Merger Agreement.

WHEREAS, Parent, Merger Sub, the Company and the Company Securityholder Representative (collectively, the "Parties") have entered into that certain Agreement and Plan of Merger, dated as of January 21, 2019 (as amended, including by the First Amendment to Agreement and Plan of Merger, dated as of February 11, 2019, the Second Amendment to Agreement and Plan of Merger, dated as of May 9, 2019, and this Third Amendment, the "Merger Agreement"); and

WHEREAS, the Parties now desire to amend the Merger Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms of the Merger Agreement, the Parties hereto, intending to be legally bound, do hereby acknowledge and agree as follows:

1. Amendments to Merger Agreement. The Parties hereby agree that the Merger Agreement is hereby amended, effective as of January 21, 2019, such that the definition of "Termination Date" in Section 10.1(vvvvv) of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

““Termination Date” means July 31, 2019.”

2. Consent to Amendment to Debt Commitment Letter. The Company hereby consents to that certain amendment to the Debt Commitment Letter, attached hereto as Exhibit A.

3. Miscellaneous. The provisions of Article XI of the Merger Agreement shall apply *mutatis mutandis* to this Third Amendment. Any reference to the Merger Agreement in the Merger Agreement or any other agreement, document, instrument or certificate entered into or issued in connection therewith shall hereinafter mean the Merger Agreement, as amended by this Third Amendment (or as the Merger Agreement may be further amended or modified after the date hereof in accordance with the terms thereof).

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the day and year first written above.

COMPANY:

HAWK PARENT HOLDINGS LLC

By: /s/ John A. Morris

Name: John A. Morris

Title: Chief Executive Officer

COMPANY SECURITYHOLDER REPRESENTATIVE

CC PAYMENT HOLDINGS, L.L.C.

By: /s/ D.T. Ignacio Jayanti

Name: D.T. Ignacio Jayanti

Title: Managing Partner

PARENT:

THUNDER BRIDGE ACQUISITION, LTD.

By: /s/ Gary A. Simanson

Name: Gary A. Simanson

Title: Chief Executive Officer

MERGER SUB:

TB ACQUISITION MERGER SUB LLC

By: /s/ Gary A. Simanson

Name: Gary A. Simanson

Title: President

[Signature Page to Third Amendment to Agreement and Plan of Merger]

Thunder Bridge Acquisition, Ltd. Announces Meeting Date for Extraordinary General Meeting of Shareholders and Special Meeting of Public Warrant Holders Relating to Previously Announced Business Combination with Repay

Great Falls, VA, June 20, 2019—Thunder Bridge Acquisition, Ltd. (Nasdaq: TBRG, TBRGU and TBRGW) (“Thunder Bridge”) today announced that it has set July 10, 2019 as the meeting date for the extraordinary general meeting of shareholders (the “Shareholders Meeting”) and the special meeting of holders of Thunder Bridge’s public warrants (the “Warrant Holders Meeting”) relating to the previously announced business combination (the “Business Combination”) between Thunder Bridge and Hawk Parent Holdings LLC, the parent company of Repay Holdings, LLC (“REPAY”), a leading provider of vertically-integrated payment solutions.

At the Shareholders Meeting, Thunder Bridge’s shareholders will be asked to approve and adopt the previously announced Merger Agreement, dated effective as of January 21, 2019, as amended, by and between Thunder Bridge and REPAY, and such other proposals as disclosed in the proxy statement/prospectus relating to the Business Combination. At the Warrant Holders Meeting, holders of Thunder Bridge’s public warrants will be asked to approve and adopt the previously announced proposal to amend certain terms of the warrants.

The Warrant Holders Meeting will take place at 9:30 a.m. Eastern Time on July 10, 2019 and the Shareholders Meeting will take place following the Warrant Holders Meeting at 10:00 a.m. Eastern Time on July 10, 2019, in each case at the offices of Ellenoff Grossman & Schole LLP, 1345 Avenue of the Americas, 11th Floor, New York, New York 10105.

If the proposals at the Shareholders Meeting and the Warrant Holders Meeting are approved, Thunder Bridge anticipates closing the Business Combination shortly thereafter, subject to the satisfaction or waiver (as applicable) of all other closing conditions.

About REPAY

REPAY provides integrated payment processing solutions to verticals that have specific transaction processing needs. REPAY’s proprietary, integrated payment technology platform reduces the complexity of electronic payments for merchants, while enhancing the overall experience for consumers.

About Thunder Bridge Acquisition, Ltd.

Thunder Bridge Acquisition, Ltd. is a blank check company formed for the purpose of effecting a merger, share exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses. In June 2018, Thunder Bridge consummated a \$258 million initial public offering (the “IPO”) of 25.8 million units, each unit consisting of one of the Company’s Class A ordinary shares and one warrant, each warrant enabling the holder thereof to purchase one Class A ordinary share at a price of \$11.50 per share. Thunder Bridge’s securities are quoted on the NASDAQ stock exchange under the ticker symbols TBRGU, TBRG, and TBRGW.

Important Information About the Transaction and Where to Find Additional Information

This communication is being made in respect of the proposed business combination between Thunder Bridge and REPAY. In connection with the proposed business combination, Thunder Bridge has filed with the Securities and Exchange Commission (“SEC”) a registration statement on Form S-4, which includes a preliminary proxy statement/prospectus of Thunder Bridge, and will file other documents regarding the proposed transaction with the SEC. After the registration statement is declared effective, Thunder Bridge will mail the definitive proxy statement/prospectus to its shareholders and warrant holders. Before making any voting or investment decision, shareholders and warrant holders of Thunder Bridge are urged to carefully read the preliminary proxy statement/prospectus, and when they become available, the definitive proxy statement/prospectus and any other relevant documents filed with the SEC, as well as any amendments or supplements to these documents, because they will contain important information about Thunder Bridge, REPAY and the proposed business combination. The documents filed by Thunder Bridge with the SEC may be obtained free of charge at the SEC’s website at www.sec.gov, or by directing a request to Thunder Bridge Acquisition, Ltd., 9912 Georgetown Pike, Suite D203, Great Falls, Virginia 22066, Attention: Secretary, (202) 431-0507.

Participants in the Solicitation

Thunder Bridge and REPAY and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the shareholders of Thunder Bridge in favor of the approval of the proposed business combination and from the warrant holders of Thunder Bridge in favor of the warrant amendment. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the shareholders and warrant holders of Thunder Bridge in connection with the proposed business combination is set forth in the preliminary proxy statement/prospectus. Information regarding Thunder Bridge’s directors and executive officers are set forth in the preliminary proxy statement/prospectus. Free copies of these documents may be obtained as described in the preceding paragraph.

Forward-Looking Statements

This communication contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements include, but are not limited to, statements about future financial and operating results, our plans, objectives, expectations and intentions with respect to future operations, products and services; and other statements identified by words such as "will likely result," "are expected to," "will continue," "is anticipated," "estimated," "believe," "intend," "plan," "projection," "outlook" or words of similar meaning. These forward-looking statements include, but are not limited to, statements regarding REPAY's industry and market sizes, future opportunities for Thunder Bridge, REPAY and the combined company, Thunder Bridge's and REPAY's estimated future results and the proposed business combination between Thunder Bridge and REPAY, including the implied enterprise value, the expected transaction and ownership structure and the likelihood and ability of the parties to successfully consummate the proposed transaction. Such forward-looking statements are based upon the current beliefs and expectations of our management and are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are difficult to predict and generally beyond our control. Actual results and the timing of events may differ materially from the results anticipated in these forward-looking statements.

In addition to factors previously disclosed in Thunder Bridge's reports filed with the SEC and those identified elsewhere in this communication, the following factors, among others, could cause actual results and the timing of events to differ materially from the anticipated results or other expectations expressed in the forward-looking statements: inability to meet the closing conditions to the proposed business combination, including the occurrence of any event, change or other circumstances that could give rise to the termination of the definitive agreement; the inability to complete the transactions contemplated by the definitive agreement due to the failure to obtain approval of Thunder Bridge's shareholders and warrant holders, the inability to consummate Thunder Bridge's contemplated private placement, the inability to consummate the contemplated debt financing, the failure to achieve the minimum amount of cash available following any redemptions by Thunder Bridge shareholders or the failure to meet The Nasdaq Stock Market's listing standards in connection with the consummation of the contemplated transactions; costs related to the transactions contemplated by the definitive agreement; a delay or failure to realize the expected benefits from the proposed transaction; risks related to disruption of management time from ongoing business operations due to the proposed transaction; changes in the payment processing market in which REPAY competes, including with respect to its competitive landscape, technology evolution or regulatory changes; changes in the vertical markets that REPAY targets; risks relating to REPAY's relationships within the payment ecosystem; risk that REPAY may not be able to execute its growth strategies, including identifying and executing acquisitions; risks relating to data security; changes in accounting policies applicable to REPAY; and the risk that REPAY may not be able to develop and maintain effective internal controls.

Actual results, performance or achievements may differ materially, and potentially adversely, from any projections and forward-looking statements and the assumptions on which those forward-looking statements are based. There can be no assurance that the data contained herein is reflective of future performance to any degree. You are cautioned not to place undue reliance on forward-looking statements as a predictor of future performance as projected financial information and other information are based on estimates and assumptions that are inherently subject to various significant risks, uncertainties and other factors, many of which are beyond our control. All information set forth herein speaks only as of the date hereof in the case of information about Thunder Bridge and REPAY or the date of such information in the case of information from persons other than Thunder Bridge or REPAY, and we disclaim any intention or obligation to update any forward looking statements as a result of developments occurring after the date of this communication. Forecasts and estimates regarding REPAY's industry and end markets are based on sources we believe to be reliable, however there can be no assurance these forecasts and estimates will prove accurate in whole or in part. Annualized, pro forma, projected and estimated numbers are used for illustrative purpose only, are not forecasts and may not reflect actual results.

No Offer or Solicitation

This communication shall not constitute a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the transaction. This communication shall also not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any states or jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended, or an exemption therefrom.

Contacts

Investor Relations
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