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): **January 21, 2019**

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

Cayman Islands	**001-38531**	**N/A**
(State or other jurisdiction of incorporation)	(Commission File Number)	(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. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Agreement and Plan of Merger

On January 21, 2019, Thunder Bridge Acquisition, Ltd., a Cayman Islands exempted company (including the successor after the Domestication (as defined below), "**Thunder Bridge**"), entered into an Agreement and Plan of Merger (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**"). In connection with the Transactions, Thunder Bridge's corporate name will change to "Repay Holdings Corporation." We also refer to Repay Holdings Corporation (formerly Thunder Bridge) following the Transactions as the "**Company**."

As a result of the Transactions, each issued and outstanding Class A ordinary share and Class B ordinary share of Thunder Bridge will convert into a share of Class A common stock of the Company, and each issued and outstanding warrant to purchase Class A ordinary shares of Thunder Bridge will be exercisable by its terms to purchase an equal number of shares of Class A common stock of the Company. Each share of Company Class A common stock will provide the holder with the rights to vote, receive dividends, share in distributions in connection with a liquidation and other stockholder rights with respect to the Company.

Merger Consideration

The merger consideration (the "**Merger Consideration**") to be paid to holders of the limited liability company interests of Repay (a "**Repay Equity Holder**") pursuant to the Merger Agreement will be an amount equal to $600,000,000, subject to adjustment as described below, paid in a mix of cash (the "**Cash Consideration**") and units representing limited liability company interests of Repay as the surviving company following the Merger ("**Post-Merger Repay Units**"), each of which will be exchangeable on a one-for-one basis for shares of Class A common stock of the Company (the "**Unit Consideration**"). The Merger Consideration of $600,000,000 will be reduced (or increased if such amount is negative) by an amount equal to the sum of certain Closing Adjustment Items (as defined in the Merger Agreement) and may be increased by any amounts remaining of the following, which will be deducted from the Merger Consideration and escrowed or otherwise set aside under the Merger Agreement: (a) the Escrow Units referred to under "Escrow Units; Purchase Price Adjustment" below, (b) $2,000,000 in cash (the "**Repay Securityholder Representative Amount**") to be held by the Repay Securityholder Representative to pay its costs and expenses, (c) $14,048,595 in cash (the "**NCP Escrow Amount**") to be held in escrow to cover certain contingent earn-out obligations of Repay and (d) $150,000 in cash (the "**Additional Indemnity Amount**") to be held in escrow to cover certain specified indemnity matters under the Merger Agreement.

The Cash Consideration

The Cash Consideration to be delivered by Thunder Bridge to Repay at the closing of the Transactions ("**Closing**") pursuant to the Merger Agreement will be calculated as follows:

(i) the total cash and cash equivalents of Thunder Bridge (including funds in its trust account after the redemption of its public shareholders and the proceeds of any debt or equity financing), *minus*

(ii) the amount of Thunder Bridge's unpaid expenses and obligations, *minus*

(iii) the cash and cash equivalents of Repay and its subsidiaries (the "**Target Companies**") as of immediately prior to the Effective Time, *minus*

(iv) the amount of unpaid transaction expenses of the Target Companies as of the Closing, *minus*

(v) the amount of the indebtedness of the Target Companies as of the Closing, *minus*

(vi) the amount of any change of control, transaction or retention bonuses, phantom equity, profit or similar rights payable to current or former employees, independent contractors, directors, managers or officers of the Target Companies as a result of the Transactions, *minus*

(vii) an amount of cash reserves of the Target Companies equal to $10,000,000, *minus*

(viii) restricted cash of the Target Companies, *minus*

(ix) the NCP Escrow Amount, *minus*

(x) the Additional Indemnity Amount, *minus*

(xi) the amount of certain contingent obligations of the Target Companies in connection with their acquisition of Paymaxx Pro, LLC;

provided that the Cash Consideration shall not exceed the Required Cash Consideration Amount (as described below).

The Cash Consideration Condition

The Merger Agreement requires, and Repay's obligations to complete the Transactions are contingent upon, Thunder Bridge delivering an amount of Cash Consideration to the Repay Equity Holders at Closing equal to $300,000,000 *minus* the Repay Securityholder Representative Amount, *minus* the NCP Escrow Amount, *minus* the Additional Indemnity Amount, which amounts are required to be available and set aside for possible future payment in accordance with the Merger Agreement (such amount, the "**Required Cash Consideration Amount**" and such condition, the "**Cash Consideration Condition**"). As contemplated under the Merger Agreement, the Required Cash Consideration Amount required to be paid to the Repay Equity Holders at the completion of the Transactions is $283,801,405. Under the Merger Agreement, if Thunder Bridge fails to meet the Cash Consideration Condition, Repay may waive such Cash Consideration Condition and require Thunder Bridge to deliver a lower amount of Cash Consideration at Closing, provided that the Unit Consideration payable by Thunder Bridge at Closing is commensurately increased.

The Unit Consideration

The remainder of the Merger Consideration payable to the Repay Equity Holders, after the payment of such holder's portion of the Cash Consideration, will be in Post-Merger Repay Units (valued at $10.00 per unit) less the Escrow Units (as described below). Additionally, each Repay Equity Holder will receive one share of Class V common stock of the Company, which will have no economic rights in the Company but will entitle the holder to vote as a stockholder of the Company, with the number of votes equal to the number of Post-Merger Repay Units held by the Repay Equity Holder. After the Closing, each Repay Equity Holder will be permitted to exchange its Post-Merger Repay Unit for a share of Class A common stock of the Company on a one-for-one basis.

The Escrow Units; Purchase Price Adjustment

At the Closing, the Company will cause Repay to deposit 60,000 Post-Merger Repay Units that would otherwise be issuable to the Repay Equity Holders at the Closing (the "**Escrow Units**") into a segregated escrow account with Continental Stock Transfer and Trust, as escrow agent, to cover any negative post-Closing adjustments to the Merger Consideration for the Closing Adjustment Items. For purposes of the Merger Agreement and the Escrow Agreement, the Escrow Units are ascribed a value of $10.00 per unit, with an aggregate value of $600,000. Within 75 days after the Closing, the Company will prepare and deliver to the Repay Securityholder Representative its determination of the Closing Adjustment Items. If the final determination of the Closing Adjustment Items results in an amount greater than the estimate that was determined for the Closing, then the Company will be entitled to payment for such amount by cancelling Escrow Units (and other related escrow property) with an ascribed value equal to the excess, and any remaining Escrow Units will be released to the Repay Equity Holders; provided, that the maximum amount of the adjustment is capped at the Escrow Units and other related escrow property. If the final determination of the Closing Adjustment Items results in an amount less than the estimate that was determined for the Closing, then the Company will issue to the Repay Equity Holders additional Post-Merger Repay Units (at $10.00 per unit), and the Escrow Units will be released to the Repay Equity Holders; provided, that the maximum additional Post-Closing Repay Units issuable by the Company will be capped at a number equal to the number of Escrow Units (and other related escrow property).

The Earn Out

In addition to the consideration set forth above, the Repay Equity Holders will also have a contingent earn out right to receive up to an additional 7,500,000 Post-Closing Repay Units (the "**Earn Out Units**") after the Closing based on the stock price of the Company during the twenty-four (24) months following the Closing:

- If during the twelve calendar months following closing the volume weighted average price of the Class A common stock is greater than or equal to $12.50 over any 20 trading days within any 30 trading day period, the Repay Equity Holders will be entitled to receive 50% of the Earn Out Units; and
- If during the twenty-four (24) calendar month following the Closing the volume weighted average price of the Class A common stock is greater than or equal to $14.00 over any 20 trading days within any 30 trading day period, the Repay Equity Holders will be entitled to receive 100% of the Earn Out Units.

Notwithstanding the foregoing, if there is a Company Sale (as defined in the Merger Agreement) during the twenty-four (24) months following the Closing, where the implied per share consideration received by the shareholders of the Company in such sale is greater than $10.00 per share, then all of the remaining unpaid Earn Out Units will be deemed to be earned and will paid out to the Repay Equity Holders.

Covenants of the Parties

Each party agreed in the Merger Agreement to use its reasonable best efforts to effect the Closing. The Merger Agreement also contains certain customary covenants by each of the parties during the period between the signing of the Merger Agreement and the earlier of the Closing or the termination of the Merger Agreement in accordance with its terms, including the conduct of their respective businesses, provision of information, notification of certain matters, obtaining governmental consents (including making any filings required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**")), terminating affiliate contracts, maintaining books and records, as well as certain customary covenants, such as publicity that will continue after the termination of the Merger Agreement. Each of the parties also agreed not to solicit or enter into any alternative competing transactions during the period from the date of the Merger Agreement and continuing until the earlier of the termination of the Merger Agreement or the Closing. Thunder Bridge also agreed to use its reasonable best efforts to cause its shares of the Class A common stock to be approved for listing on Nasdaq as of the Closing.

Directors of the Combined Company

The parties also agreed to take all necessary action so that the board of directors of the Company following the Closing will consist of the following nine individuals (a majority of whom shall be independent directors in accordance with Nasdaq requirements): Shaler Alias, Jeremy Schein, Gary A. Simanson, Maryann Goebel, Robert H. Hartheimer, James E. Kirk, William Jacobs, Peter J. Kight, John Morris. The Company's board will be classified with three classes of directors serving three year terms.

Financing

Each of Thunder Bridge and Merger Sub have agreed to use their reasonable best efforts to obtain debt financing on the terms and conditions of the debt commitment letter that they received from SunTrust Bank and SunTrust Robinson Humphrey, Inc. (the "**Debt Commitment Letter**") for the purposes of providing debt financing for funding in part the Transactions, including refinancing of existing indebtedness of Repay and payment of certain fees and expenses. The debt financing will consist of (i) a six-year senior secured term loan facility in an aggregate principal amount of $170.0 million (the "Term Loan Facility') and (ii) a five-year senior secured revolving credit facility in an aggregate principal amount of $20.0 million (up to $5.0 million of which will be made available as swingline loans), the respective maturity of each of which may be extended, subject to terms and conditions to be agreed upon. The debt financing is expected to bear interest at either (i) a base rate based on the highest of the prime rate, the federal funds rate plus 0.50% and an adjusted LIBOR rate for a one-month interest period plus 1.00%, in each case plus an applicable margin, per annum, or (ii) an adjusted LIBOR rate plus an applicable margin per annum. The documentation governing the debt financing has not been finalized and, accordingly, the actual terms of the debt financing may differ from those described herein or in the Debt Commitment Letter. The availability of the borrowings under the debt financing is subject to the satisfaction of certain customary conditions, including the consummation of the Merger.

In addition, prior to the Closing, Thunder Bridge is permitted to seek equity financing, subject to any equity financing arrangements generally requiring approval by Repay.

Obtaining any debt or equity financing is not a condition to Thunder Bridge completing the Closing, and it will be obligated to complete the Closing (or be in default under the Merger Agreement) even if it does not obtain sufficient financing to pay the amounts required under the Merger Agreement.

Closing Conditions

The obligations of the parties to complete the Closing are subject to various conditions, including customary conditions of each party and the following mutual conditions of the parties unless waived:

- the absence of any law that would prohibit the completion of the Merger or the other transactions contemplated by the Merger Agreement;
- expiration of the waiting period under the HSR Act;
- the Repay Equity Holders having approved the Merger, the Merger Agreement and the other Transaction documents and the transactions contemplated thereby in accordance with the Delaware Limited Liability Company Act and the organizational documents of Repay;
- the Thunder Bridge stockholders having approved the Transactions, the Merger Agreement and the other Transaction documents, the Domestication, the Merger, the issuance of the Company's Class V shares, the adoption of a new equity incentive plan and the election of the Directors of the Company referred to above;
- the effectiveness of the registration statement on Form S-4 (as such filing is amended or supplemented, and including the proxy statement/prospectus contained therein, the "**Registration Statement**"); and
- upon the Closing, after giving effect to the completion of any redemptions, the Company having net tangible assets of at least $5,000,001.

Unless waived by Repay, the obligations of Repay to effect the Closing are subject to the satisfaction of the following additional conditions:

- the Cash Consideration Condition having been met;
- after giving effect to the Closing, the indebtedness of the Company and its subsidiaries (including the Target Companies) not exceeding $210,000,000;
- upon the Closing, (i) no person or group (excluding any Repay Equity Holder) owning more than 9.9% of the issued and outstanding shares of the Company and (ii) no three persons or groups (excluding any Repay Equity Holders) owning in the aggregate more than 25% of the issued and outstanding shares of the Company;
- the Class A common stock having been listed on Nasdaq and shall be eligible for continued listing on Nasdaq following the Closing and after giving effect to any redemptions as if it were a new listing;
- the post-Closing board of directors of the Company having been appointed as described above; and
- the Domestication and Merger having been consummated simultaneously.

Termination

The Merger Agreement may be terminated under certain customary and limited circumstances, including:

- if the Closing has not occurred on or prior to June 30, 2019; or
- by Repay if (i) all of the closing conditions required for Thunder Bridge and Merger Sub to effect the Closing have been waived or satisfied on the date that the Closing would have been completed, (ii) Repay has irrevocably confirmed by written notice to Thunder Bridge and Merger Sub that all conditions required for Repay to complete the Closing have been satisfied or waived or that it is willing to waive any such conditions and that Repay is ready, willing and able to complete the Closing and (iii) Thunder Bridge has failed to complete the Closing by the earlier of (x) 30 business days after the day the Closing is required to occur or (y) 5 business days prior to June 30, 2019.

If the Merger Agreement is terminated, all further obligations of the parties under the Merger Agreement will terminate and will be of no further force and effect (except that certain obligations related to public announcements, confidentiality, Thunder Bridge's reimbursement of Repay's financing expenses, termination, waiver of claims against the trust, and certain general provisions will continue in effect), and no party will have any further liability to any other party thereto except for liability for any fraud claims or willful and intentional breach of the Merger Agreement prior to such termination.

Other General

In connection with the execution and delivery of the Merger Agreement, the Company and Monroe Capital LLC entered into a letter agreement (the "**Monroe Letter Agreement**") pursuant to which Monroe agreed to consent to the Transactions. However, in order to facilitate the arrangement of the related debt financing, Monroe agreed to waive its right of first refusal on debt financings of the Company in connection with the Transactions and both the Company and Monroe agreed that Monroe will not purchase any Units under the Contingent Forward Purchase Contract, dated April 19, 2018.

The foregoing description of the Merger Agreement and the Transactions and the Monroe Letter Agreement do not purport to be complete and are qualified in their entirety by the terms and conditions of the Merger Agreement, a copy of which is filed as Exhibit 2.1 hereto, and the Monroe Letter Agreement, a copy of which is filed as Exhibit 99.3 hereto, and incorporated herein by reference.

The Merger Agreement contains representations, warranties and covenants that the respective parties made to each other as of the date of such agreement or other specific dates. The assertions embodied in those representations, warranties and covenants were made for purposes of the contract among the respective parties and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating such agreement. The Merger Agreement has been filed to provide investors with information regarding its terms. It is not intended to provide any other factual information about Thunder Bridge, Repay or any other party to the Merger Agreement. In particular, the representations, warranties, covenants and agreements contained in the Merger Agreement, which were made only for purposes of such agreement and as of specific dates, were solely for the benefit of the parties to the Merger Agreement, may be subject to limitations agreed upon by the contracting parties (including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing these matters as facts) and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors and reports and documents filed with the SEC. Investors should not rely on the representations, warranties, covenants and agreements, or any descriptions thereof, as characterizations of the actual state of facts or condition of any party to the Merger Agreement. In addition, the representations, warranties, covenants and agreements and other terms of the Merger Agreement may be subject to subsequent waiver or modification. Moreover, information concerning the subject matter of the representations and warranties and other terms may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in Thunder Bridge's public disclosures.

Exchange Agreement

Concurrently with the completion of the Merger, Thunder Bridge will enter into an exchange agreement with Repay and each Repay Equity Holder (the "**Exchange Agreement**"), which will provide for the exchange of Post-Merger Repay Units into shares of Class A common stock of the Company. Holders of Post-Merger Repay Units will, from and after the six-month anniversary of the Closing, be able to elect to exchange all or any portion of their Post-Merger Repay Units for shares of Class A common stock by delivering a notice to Repay; provided, that Thunder Bridge, at its sole election, may instead pay for such Post-Merger Repay Units in cash based on the volume weighted average price of the Class A common stock. The initial exchange ratio will be one Post-Merger Repay Unit for one share of Class A common stock, subject to certain adjustments.

The foregoing description of the Exchange Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Exchange Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Tax Receivable Agreement

Concurrently with the completion of the Transactions and as a condition precedent for the Closing, the Company will enter into the tax receivable agreement (the "**Tax Receivable Agreement**") with the holders of the Post-Closing Repay Units (the "**TRA Participants**"). Pursuant to the Tax Receivable Agreement, the Company will be required to pay the TRA Participants 100% of the amount of savings, if any, in U.S. federal, state and local income tax that the Company actually realizes as a result of the increases in tax basis and certain other tax benefits related to the payment of the Cash Consideration pursuant to the Merger Agreement and any exchanges of Units for Class A common stock. All such payments to the TRA Participants will be the Company's obligation, and not that of Repay.

The foregoing description of the Tax Receivable Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Tax Receivable Agreement, a copy of which is filed as Exhibit 10.2 hereto and is incorporated herein by reference.

Support Agreements

Simultaneously with the execution of the Merger Agreement, each of (i) CC Payment Holdings, L.L.C. ("**Corsair**"), (ii) Jeremy Schein and James E. Kirk (each of whom are managing members of an affiliate of Corsair) (the "**Corsair Directors**"), (iii) Gary A. Simanson and Peter Kight (each of whom are members of Thunder Bridge Acquisition, LLC (the "**Sponsor**") who will serve as directors of the Company) (the "**Parent Sponsor Directors**"), and (iv) John A. Morris and Shaler V. Alias (each of whom are Repay Equity Holders who will serve as directors of the Company) (the "**Repay Equity Holder Directors**") entered into support agreements (collectively, the "**Support Agreements**") in favor of Thunder Bridge and Repay and their present and future successors and subsidiaries (collectively, the "**Covered Parties**").

In the Support Agreements for Corsair and the Repay Equity Holder Directors, they each agreed to vote all of their Repay membership interests in favor of the Merger Agreement and related transactions and to take certain other actions in support of the Merger Agreement and related transactions. The Support Agreements also prevent them from transferring their voting rights with respect to their Repay membership interests or otherwise transferring their Repay membership interests prior to the meeting of Repay's members to approve the Merger Agreement and related transactions, except for certain permitted transfers. They also each agreed to a lock-up for a period of six months after the Closing with respect to any securities of the Company or Repay that they receive as Merger Consideration under the Merger Agreement.

In their respective Support Agreements, each Parent Sponsor Director, Corsair Director and Repay Equity Holder Director agreed for an applicable restricted period following the end of their service as a director or officer of a Covered Party, subject to specified exceptions and condition in the Support Agreements, to not directly or indirectly engage or invest in, own, manage, operate, finance, control or participate in the ownership, management, operation, financing or control of, or be employed by, any business that is primarily engaged in the business of providing electronic payment processing services to merchants in any or all of the payday lending, installment lending, buy-here, pay-here auto lending, collections, debt recovery and accounts receivable management industries. They, along with Corsair, also agreed in their respective agreements to certain non-solicitation and non-interference obligations during the applicable restricted period and customary confidentiality requirements. The applicable restricted periods are as follows: (a) for each Parent Sponsor Director, from the Closing until the six month anniversary of when such individual is no longer an employee or director, (b) for each Corsair Director, from the Closing until (x) the sixth month anniversary of when such individual is no longer an employee or director, or (y) the third month anniversary of when such individual is no longer an employee director because such person ceases to be affiliated with Corsair, and (c) for each Repay Equity Holder Director and Corsair, from the Closing until the second anniversary of the Closing.

The foregoing description of the Support Agreements does not purport to be complete and is qualified in its entirety by the terms and conditions of the Support Agreements, copies of which, or the forms of which, are filed as Exhibit 10.3, Exhibit 10.4, Exhibit 10.5 and Exhibit 10.6 hereto and incorporated by reference herein.

Sponsor Letter Agreement

Simultaneously with the execution of the Merger Agreement, the Sponsor entered into a letter agreement (the "**Sponsor Letter Agreement**") with Thunder Bridge, pursuant to which the Sponsor agreed at the Closing to deposit with Continental Stock Transfer and Trust, as escrow agent (the "**Sponsor Escrow Agent**"), 3,900,000 shares of its Class B common stock of the Company (the "**Escrow Shares**") to be held in escrow by the Escrow Agent, along with any earnings or proceeds thereon. Additionally, the Sponsor will submit 400,000 shares of its Class A common stock of the Company for cancelation by the Company. Fifty percent of the Escrow Shares will vest and be released from escrow if at any time prior to the seventh anniversary of the Closing, the closing price of shares of Class A common stock on the principal exchange on which such securities are then listed or quoted will have been at or above $11.50 for 20 trading days over a 30 trading day period, and 100% of the Escrow Shares will vest and be released from escrow if at any time prior to the seventh anniversary of the Closing the closing price of shares of Class A common stock on the principal exchange on which such securities are then listed or quoted will have been at or above $12.50 for 20 trading days over a 30 trading day period. Additionally, all of the Escrow Shares will vest and be released from escrow to the Sponsor (along with any related earnings and proceeds) upon the occurrence of certain events prior to the seventh anniversary of the Closing. The Sponsor also agreed that in the event that Thunder Bridge's unpaid expenses and obligations as of the Closing are greater than $20 million, then the Sponsor will forfeit a number of Escrow Shares equal in value (based on a per share value equal to the redemption price of the Class A common stock) to the excess of such expenses and obligations over such cap.

The foregoing description of the Sponsor Letter Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Sponsor Letter Agreement, a copy of which is filed as Exhibit 10.7 hereto and incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure set forth above in Item 1.01 of this Current Report on Form 8-K with respect to the issuance of Class V common stock of the Company is incorporated by reference herein. The common stock issuable in connection with the transactions contemplated by the Transactions will not be registered under the Securities Act of 1933, as amended (the "**Securities Act**"), in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

Item 7.01. Regulation FD Disclosure.

On January 22, 2019, Thunder Bridge issued a press release announcing the execution of the Merger Agreement and related agreements. A copy of the press release is furnished as Exhibit 99.1 hereto.

Furnished as Exhibit 99.2 is a copy of an investor presentation to be used by Thunder Bridge in connection with the Transactions.

The information in this Item 7.01 and Exhibits 99.1 and 99.2 attached hereto shall not be deemed "filed" for purposes of Section 18 of 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 or the Exchange Act, except as expressly set forth by specific reference in such filing.

Important Information About the Transactions 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 transaction, Thunder Bridge intends to file a registration statement on Form S-4 with the SEC, which will include a proxy statement/prospectus of Thunder Bridge, and will file other documents regarding the proposed transaction with the SEC. This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. Before making any voting or investment decision, investors and stockholders of Thunder Bridge are urged to carefully read the entire registration statement and proxy statement/prospectus, when they become available, 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 the proposed transaction. 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 stockholders of Thunder Bridge in favor of the approval of the business combination. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the stockholders of Thunder Bridge in connection with the directors and executive officers proposed business combination will be set forth in the registration statement on Form S-4 that includes a proxy statement/prospectus, when it becomes available. Information regarding Thunder Bridge's directors and executive officers are set forth in Thunder Bridge's Registration Statement on Form S-1, including amendments thereto, and other reports which are filed with the SEC. 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, 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; and 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 Transactions. 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

Exhibit No.	Description
2.1*	Agreement and Plan of Merger, dated January 21, 2019, by and among Thunder Bridge, Merger Sub, Repay, and the Repay Securityholder Representative named therein.
10.1	Form of Exchange Agreement by and among the Company, Repay and the other parties thereto.
10.2	Form of Tax Receivable Agreement by and among the Company and the other parties thereto.
10.3	Form of Parent Sponsor Director Support Agreement, dated January 21, 2019.
10.4	Company Sponsor Support Agreement, by CC Payment Holdings, LLC, dated January 21, 2019.
10.5	Form of Company Sponsor Director Support Agreement, dated January 21, 2019.
10.6	Form of Company Equity Holder Support Agreement, dated January 21, 2019.
10.7	Sponsor Letter Agreement by and among Thunder Bridge, Sponsor, Repay and the Managing Member of Sponsor, dated January 21, 2019.
99.1	Press Release, dated January 22, 2019.
99.2	Investor Presentation, dated January 2019.
99.3	Letter Agreement by and among Thunder Bridge, Sponsor and Monroe, dated January 21, 2019.

* Certain exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). Thunder Bridge agrees to furnish supplementally a copy of any omitted exhibit or schedule to the SEC upon its request.

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.

By: /s/ Gary A. Simanson
Name: Gary A. Simanson
Title: Chief Executive Officer

Dated: January 22, 2019

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

by and among

Thunder Bridge Acquisition, Ltd.,

TB Acquisition Merger Sub LLC,

Hawk Parent Holdings LLC, and

CC Payment Holdings, L.L.C., as the Company Securityholder Representative,

Dated as of January 21, 2019

THIS DOCUMENT SHALL BE KEPT CONFIDENTIAL PURSUANT TO THE TERMS OF THE CONFIDENTIALITY AGREEMENT ENTERED INTO BETWEEN REPAY HOLDINGS, LLC AND THE RECIPIENT HEREOF AND, IF APPLICABLE, ITS AFFILIATES, WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of this 21st day of January, 2019, by and among Thunder Bridge Acquisition Ltd., a Cayman Islands exempted company ("Parent"), TB Acquisition Merger Sub LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent ("Merger Sub"), Hawk Parent Holdings LLC, a Delaware limited liability company (the "Company") and, solely in its capacity as the Company Securityholder Representative, CC Payment Holdings, L.L.C., a Delaware limited liability company (the "Company Securityholder Representative"). Parent, Merger Sub, the Company and the Company Securityholder Representative may be referred to herein, collectively, as the "Parties" and, individually, as a "Party".

RECITALS

WHEREAS, upon the terms and subject to the conditions hereof, (i) simultaneously with the Effective Time (as defined below), Parent will domesticate into a Delaware corporation (the "Surviving Pubco") in accordance with the applicable provisions of the Companies Law (2018 Revision) of the Cayman Islands (as amended, the "Companies Law") and the General Corporation Law of the State of Delaware (as amended, the "DGCL") (such domestication, including filing of the certificate of corporate domestication and the certificate of incorporation and the change of Parent's name in connection therewith, the "Domestication") and (ii) at the Effective Time, Merger Sub will merge with and into the Company (the "Merger") with the Company being the surviving limited liability company (the "Surviving Company");

WHEREAS, the respective boards of directors or other equivalent governing bodies of the Company, Parent and Merger Sub have each adopted and approved this Agreement and approved the consummation of the Transactions (including the Domestication, the Merger and the issuance of Surviving Pubco Class V Shares and Surviving Company Membership Units in connection with the Merger) in accordance with the Delaware Limited Liability Company Act (as amended, the "DLLCA"), the Companies Law, the DGCL and the Organizational Documents of the Company, Parent, the Surviving Pubco and Merger Sub, as applicable;

WHEREAS, the board of directors of Parent has (i) determined that the Transactions (including the Domestication, the Merger and the issuance of Surviving Pubco Class V Shares and Surviving Company Membership Units in connection with the Merger) are advisable and in the best interests of the Parent Equity Holders, (ii) resolved to submit this Agreement to the Parent Equity Holders for their approval and (iii) resolved to recommend adoption of this Agreement and the approval of the Transactions (including the Domestication, the Merger and the issuance of Surviving Pubco Class V Shares and Surviving Company Membership Units in connection with the Merger) by the Parent Equity Holders;

WHEREAS, prior to the execution and delivery of this Agreement, the written consent attached hereto as Exhibit A (the "Merger Sub Equity Holder Written Consent") approving and adopting this Agreement and the Merger was executed and delivered by Parent pursuant to the DLLCA and the Organizational Documents of Merger Sub pursuant to which Merger Sub Equity Holder Written Consent Merger Sub obtained the Merger Sub Equity Holder's Approval;

WHEREAS, the board of managers of the Company has (i) determined that the Merger is advisable and in the best interests of the Company Equity Holders, (ii) resolved to submit this Agreement to the Company Equity Holders for their approval and (iii) resolved to recommend adoption of this Agreement and the approval of the Merger by the Company Equity Holders;

WHEREAS, following the Domestication, the holders of Parent Warrants shall, pursuant to the terms of the Parent Warrants, have the right (the "Surviving Pubco Warrants" and, with the Parent Public Warrants becoming "Surviving Pubco Public Warrants") to purchase and receive, upon the basis and upon terms and conditions specified in such Parent Warrants and in lieu of the shares of Parent Common Stock immediately theretofore purchasable and receivable upon the exercise of rights represented thereby, the number of Surviving Pubco Class A Shares receivable in connection with the Domestication that the holder of such Parent Warrants would have received if such holder had exercised his, her or its Parent Warrant(s) immediately prior to the Domestication;

WHEREAS, concurrently with the execution of this Agreement, the Parent Sponsor has entered into a waiver agreement, (the "Waiver Agreement"), a copy of which is attached as Exhibit B hereto, pursuant to which the Parent Sponsor has agreed to waive certain anti-dilution protections in Parent's Amended and Restated Memorandum and Articles of Association with respect to the Parent Class B Shares owned by the Parent Sponsor subject to the consummation of the Closing;

WHEREAS, concurrently with the execution of this Agreement, certain members of the Parent Sponsor who will serve as Post-Closing Directors have entered into support agreements (the "Parent Sponsor Director Support Agreements"), copies of which are attached as Exhibit C hereto, pursuant to which each such member of the Parent Sponsor has agreed to certain non-solicitation and non-competition covenants in favor of the Company (and, following the Closing, the Surviving Pubco and the Surviving Company);

WHEREAS, concurrently with the execution of this Agreement, (i) the Company Sponsor has entered into a support agreement (the "Company Sponsor Support Agreement"), a copy of which is attached as Exhibit D-1 hereto, pursuant to which the Company Sponsor has agreed to certain non-solicitation and lock-up covenants in favor of Parent (and, following the Closing, the Surviving Pubco and the Surviving Company) and to vote its Company Interests in favor of the Merger and the other Transactions, and (ii) certain employees of an Affiliate of the Company Sponsor who will serve as Post-Closing Directors have entered into support agreements (the "Company Sponsor Director Support Agreements"), copies of which are attached as Exhibit D-2 hereto, pursuant to which each such Person has agreed to certain non-solicitation and non-competition covenants in favor of the Company (and, following the Closing, the Surviving Pubco and the Surviving Company);

WHEREAS, concurrently with the execution of this Agreement, certain Company Equity Holders who will serve as Post-Closing Directors have entered into support agreements with Parent (the "Company Equity Holder Support Agreements" and, together with the Company Sponsor Support Agreement, the "Company Support Agreements"), copies of which are attached as Exhibit D-3 hereto, pursuant to which each such Company Equity Holder has agreed to certain non-solicitation, non-competition and lock-up covenants in favor of Parent (and, following the Closing, the Surviving Pubco and the Surviving Company) and to vote its Company Interests in favor of the Merger and the other Transactions; and

WHEREAS, concurrently with the execution of this Agreement, the Parent Sponsor has entered into a letter agreement with Parent and the Company (the "Parent Sponsor Letter"), a copy of which is attached as Exhibit E hereto, pursuant to which Parent Sponsor has agreed to subject its Parent Class B Shares (including any Surviving Pubco Class A Shares issued in exchange therefore in the Domestication) to potential vesting limitations and to certain other obligations.

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

THE MERGER; CLOSING

1.1 Merger. Upon the terms and subject to the conditions hereof, at the Effective Time, Merger Sub shall be merged with and into the Company in accordance with Section 18-209 of the DLLCA, whereupon the separate limited liability company existence of Merger Sub shall cease, and the Company shall continue as the surviving limited liability company in the Merger. Any reference in this Agreement to the Company for periods from and after the Effective Time will be deemed to include the Surviving Company.

1.2 Location and Date. The consummation of the transactions contemplated pursuant to this Agreement, including the Transactions (the "Closing"), shall take place by remote exchange of signatures and documents or at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017 at 10:00 a.m., Eastern Time, on the third (3rd) Business Day following the date on which all conditions to the Closing shall have been satisfied or waived (other than those that by their terms are not contemplated to be satisfied until the time of the Closing, but subject to the fulfillment or waiver of such conditions at the time of the Closing), or such other date as Parent and the Company may mutually agree in writing. The date on which the Closing actually occurs is referred to herein as the "Closing Date".

1.3 Effective Time. In connection with the Closing, the Company shall duly execute and file a certificate of merger (the "Certificate of Merger") in accordance with the applicable provisions of the DLLCA. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Office of the Secretary of State of the State of Delaware, unless Parent and the Company Securityholder Representative shall agree and specify a subsequent date or time (the time at which the Merger becomes effective, the "Effective Time").

1.4 Effects of Merger. The Merger will have the effects provided in this Agreement and the applicable provisions of the DLLCA.

1.5 Organizational Documents of the Surviving Company. At the Effective Time, the certificate of formation of the Company shall become the certificate of formation of the Surviving Company and the limited liability company agreement of the Company shall be amended and restated in the form attached hereto as Exhibit F (the "Surviving Company Amended and Restated Limited Liability Company Agreement"), which shall become the limited liability company agreement of the Surviving Company, in each case until thereafter amended in accordance with the DLLCA and as provided in such certificate of formation or limited liability company agreement, as applicable.

1.6 Directors, Managers and Officers of the Surviving Company. The officers of the Company shall, from and after the Effective Time, become officers of the Surviving Company until their successors shall have been duly elected, appointed or qualified or until their earlier death, resignation or removal in accordance with the Organizational Documents of the Surviving Company and applicable Law. From and after the Effective Time, the sole manager of the Surviving Company shall be the Surviving Pubco, which shall be the managing member of the Surviving Company (and all members of the board of managers of the Company immediately prior to the Effective Time shall be removed as of the Effective Time), until the Organizational Documents of the Surviving Company are thereafter amended in accordance with the DLLCA and as provided in such Organizational Documents.

1.7 Company Securityholder Representative.

(a) By (i) the adoption of this Agreement by the Company Equity Holders representing greater than 50% in interest of the Company Interests, and/or (ii) any Company Equity Holder's acceptance of any consideration pursuant to this Agreement and/or (iii) as set forth in each Letter of Transmittal executed and delivered by a Company Equity Holder in accordance with the requirements of this Agreement, the Company Equity Holders hereby irrevocably (subject only to Section 1.7(d)) appoint the Company Securityholder Representative as the representative, attorney-in-fact and agent of the Company Equity Holders in connection with the Transactions and in any litigation or arbitration involving this Agreement or the Transaction Documents. In connection therewith, the Company Securityholder Representative is authorized to do or refrain from doing all further acts and things, and to execute all such documents as the Company Securityholder Representative shall deem necessary or appropriate, and shall have the power and authority to, in each case, in the name and on behalf of the Company Equity Holders (in each case, to the extent of such Company Equity Holder's capacity as such and, for clarity, not with respect to any employment or similar matters):

(i) act for some or all of the Company Equity Holders with regard to all matters pertaining to this Agreement and the Transaction Documents;

(ii) act for the Company Equity Holders to transact matters of litigation or arbitration with regard to all matters pertaining to this Agreement and the Transaction Documents;

(iii) execute and deliver all amendments, waivers, ancillary agreements, certificates and documents that the Company Securityholder Representative deems necessary or appropriate in connection with the consummation of the Transactions, including, without limitation, the Surviving Company Amended and Restated Limited Liability Company Agreement, the Exchange Agreement, the Tax Receivable Agreement, the Registration Rights Agreement and the Founder Stockholders Agreement;

(iv) receive funds, make payments of funds and give receipts for funds;

(v) do or refrain from doing, on behalf of the Company Equity Holders, any further act or deed that the Company Securityholder Representative deems necessary or appropriate in the Company Securityholder Representative's discretion relating to the subject matter of this Agreement and the Transaction Documents, in each case as fully and completely as the Company Equity Holders could do if personally present;

(vi) give and receive all notices required to be given or received by the Company Equity Holders under this Agreement and the Transaction Documents;

(vii) give any written direction to the Escrow Agent or the Paying and Exchange Agent on behalf of any Company Equity Holder;

(viii) agree to, negotiate and/or comply with the determination of the Final Closing Adjustment Statement, the Final Closing Adjustment and any NCP Contingent Payment Amount pursuant to Section 2.5;

(ix) agree to, negotiate and/or comply with the determination of any Earn Out Units issuable pursuant to Section 2.6; and

(x) receive service of process in connection with any claims under this Agreement and the Transaction Documents.

(b) The Company Securityholder Representative Expense Amount shall be maintained by the Company Securityholder Representative in a segregated account. No bond shall be required of the Company Securityholder Representative by any Company Equity Holder. The Company Securityholder Representative shall not be paid any fee for services to be rendered hereunder but shall be reimbursed on demand for reasonable out-of-pocket expenses incurred in the performance of the Company Securityholder Representative's duties (including the reasonable fees and expenses of counsel) under this Agreement from the Company Securityholder Representative Expense Amount. Upon the determination of the Company Securityholder Representative that retaining any portion of the Company Securityholder Representative Expense Amount is no longer necessary, the Company Securityholder Representative shall deliver any then-remaining portion of the Company Securityholder Representative Expense Amount to the Company Equity Holders in accordance with each Company Equity Holder's pro rata share of the Estimated Merger Consideration as determined pursuant to Section 2.2(b)(ii). The Company Securityholder Representative shall hold, invest, reinvest and disburse the Company Securityholder Representative Expense Amount in trust for all of the Company Equity Holders, and the Company Securityholder Representative Expense Amount shall not be used for any other purpose and shall not be available to Parent or any of its Subsidiaries to satisfy any claims hereunder.

(c) The Company Securityholder Representative shall act for the Company Equity Holders on all of the matters set forth in this Agreement and the Transaction Documents in good faith and in the manner the Company Securityholder Representative believes to be in the best interest of the Company Equity Holders. The Company Securityholder Representative is authorized to act on behalf of the Company Equity Holders notwithstanding any dispute or disagreement among the Company Equity Holders. In taking any action as the Company Securityholder Representative, the Company Securityholder Representative may rely conclusively, without any further inquiry or investigation, upon any certification or confirmation, oral or written, given by any Person whom the Company Securityholder Representative reasonably believes to be authorized thereunto.

(d) In the event the Company Securityholder Representative becomes unable to perform the Company Securityholder Representative's responsibilities hereunder or resigns from such position, the Company Securityholder Representative shall select another representative to fill the vacancy of the Company Securityholder Representative, and such substituted representative shall be deemed to be the Company Securityholder Representative for all purposes of this Agreement; provided, that if the Company Securityholder Representative has not selected a substitute representative at or prior to the time of such inability or resignation, the Company Equity Holders (acting by a written instrument signed by the Company Equity Holders who held, as of immediately prior to the Closing, a majority (by voting power) of the then-outstanding Company Interests) shall select such substitute representative. The Company Securityholder Representative may be removed only upon delivery of written notice to Parent (or, following the Closing, the Surviving Pubco) signed by the Company Equity Holders who, as of immediately prior to the Closing, held a majority (by voting power) of the then outstanding Company Interests; provided, that no such removal shall be effective until such time as a successor Company Securityholder Representative shall have been validly appointed hereunder. The Company Securityholder Representative shall provide Parent (or, following the Closing, the Surviving Pubco) prompt written notice of any replacement of the Company Securityholder Representative, including the identity and address of the new Company Securityholder Representative. Upon any replacement of the Company Securityholder Representative, the Company Securityholder Representative being replaced shall transfer to the new Company Securityholder Representative the balance of any unexpended Company Securityholder Representative Expense Amount.

(e) For all purposes of this Agreement:

(i) Parent (or, following the Closing, the Surviving Pubco) shall be entitled to rely conclusively on the instructions and decisions of the Company Securityholder Representative as to the settlement of any disputes or claims under this Agreement or the Transaction Documents, or any other actions required or permitted to be taken by the Company Securityholder Representative hereunder, and no Party shall have any cause of action against Parent (or, following the Closing, the Surviving Pubco) for any action taken by Parent (or, following the Closing, the Surviving Pubco) in reliance upon the instructions or decisions of the Company Securityholder Representative;

(ii) the provisions of this Section 1.7 are independent and severable, are irrevocable and coupled with an interest and shall be enforceable notwithstanding any rights or remedies that any Company Equity Holder may have in connection with the Transactions; and

(iii) this Section 1.7 shall be binding upon the executors, heirs, legal representatives, personal representatives, successor trustees, assignees and successors of each Company Equity Holder, and any references in this Agreement to a Company Equity Holder shall mean and include the successors to the rights of each applicable Company Equity Holder hereunder, whether pursuant to testamentary disposition, the Laws of descent and distribution or otherwise.

(f) The Company Securityholder Representative shall not be liable for any liabilities, losses, claims, damages, costs or expenses (including legal expenses and costs) while acting in good faith and in the exercise of its reasonable judgment and arising out of or in connection with the acceptance or administration of its duties under this Agreement.

1.8 Certain Closing Deliveries.

(a) At the Closing, on the terms and conditions set forth in this Agreement, the Surviving Pubco shall deliver to the Company:

(i) a copy of the Escrow Agreement, duly executed by the Surviving Pubco and the Escrow Agent;

(ii) a copy of the Paying and Exchange Agent Agreement, duly executed by the Surviving Pubco and the Paying and Exchange Agent;

(iii) a copy of the Surviving Company Amended and Restated Limited Liability Company Agreement, duly executed by the Surviving Pubco;

(iv) a copy of the Exchange Agreement in the form attached hereto as Exhibit G, (with such changes therein as may be approved by the Company to decrease the frequency of exchange, increase the minimum required amount thereof or otherwise make changes thereto for the benefit of the Surviving Company and the Surviving Pubco, the "Exchange Agreement"), duly executed by the Surviving Pubco;

(v) a copy of the Tax Receivable Agreement in the form attached hereto as Exhibit H (the "Tax Receivable Agreement"), duly executed by the Surviving Pubco;

(vi) a copy of the Registration Rights Agreement in the form attached hereto as Exhibit I (the "Registration Rights Agreement"), duly executed by the Surviving Pubco;

(vii) a copy of the Simanson Stockholders Agreement in the form attached hereto as Exhibit J (with such changes to the terms thereof described in the last sentence of this Section 1.8, the "Simanson Stockholders Agreement"), duly executed by the Surviving Pubco and the Parent Sponsor;

(viii) a copy of the Organization Agreement in the form attached hereto as Exhibit K (the "Organization Agreement"), duly executed by the Surviving Pubco;

(ix) a copy of the Surviving Pubco Class V Share Subscription and Distribution Agreement substantially in the form of Exhibit L (the "Surviving Pubco Class V Share Subscription and Distribution Agreement"), duly executed by the Surviving Pubco; and

(x) written confirmation from each of the members of Parent Sponsor agreeing that upon liquidation of Parent Sponsor, they will be bound by the provisions of the Parent Sponsor Letter with respect to any of the Sponsor Escrow Shares (as defined in the Parent Sponsor Letter) and Escrow Earnings (as defined in the Parent Sponsor Letter) that they might otherwise be entitled to receive upon liquidation of Parent Sponsor.

(b) At the Closing, on the terms and conditions set forth in this Agreement, the Company shall deliver to the Surviving Pubco:

(i) a copy of the Escrow Agreement, duly executed by the Company Securityholder Representative on behalf of the Company Equity Holders and the Escrow Agent;

(ii) a copy of the Paying and Exchange Agent Agreement, duly executed by the Company Securityholder Representative on behalf of the Company Equity Holders and the Paying and Exchange Agent;

(iii) a copy of the Surviving Company Amended and Restated Limited Liability Company Agreement, duly executed by the Company Equity Holders;

(iv) a copy of the Exchange Agreement, duly executed by the Company and the Company Equity Holders;

(v) a copy of the Tax Receivable Agreement, duly executed by the Company Securityholder Representative and the Company Equity Holders;

(vi) a copy of the Registration Rights Agreement, duly executed by the Company Equity Holders;

(vii) a copy of the Company Sponsor Stockholders Agreement in the form attached hereto as Exhibit M (with such changes to the terms thereof described in the last sentence of this Section 1.8, the "Company Sponsor Stockholders Agreement"), duly executed by the Company Sponsor;

(viii) a copy of the Founder Stockholders Agreement in the form attached hereto as Exhibit N (with such changes to the terms thereof described in the last sentence of this Section 1.8, the "Founder Stockholders Agreement" and, together with the Simanson Stockholders Agreement and the Company Sponsor Stockholders Agreement, the "Stockholders Agreements"), duly executed by the applicable Company Equity Holders;

(ix) a copy of the Organization Agreement, duly executed by the Company; and

(x) a copy of the Surviving Pubco Class V Share Subscription and Distribution Agreement, duly executed by the Company.

If required by Nasdaq in order for the Surviving Pubco Class A Shares to be listed on Nasdaq immediately after the Closing, the stockholders party to a Stockholders Agreement will make such changes to such Stockholders Agreements as are required by Nasdaq; provided that in such event the parties to this Agreement will cooperate to ensure that such changes to the Stockholders Agreements preserve the current terms thereof and the relative rights of the parties to the Stockholders Agreement to the maximum extent possible.

(c) At or prior to the Closing, the Company shall deliver to Parent or the Surviving Pubco, as applicable, good standing certificates (or similar documents applicable for such jurisdictions) for the Company and each of its Subsidiaries certified as of a date no later than thirty (30) days prior to the Closing Date from the proper Governmental Authority of its jurisdiction of organization, in each case to the extent that good standing certificates or similar documents are generally available in such jurisdictions and can be obtained within a reasonable period of time after request.

ARTICLE II

EFFECT OF THE DOMESTICATION AND MERGER

2.1 Domestication. Upon the Domestication, by virtue of the Domestication and without any action on the part of Parent or any of the Parent Equity Holders:

(a) (i) Each Parent Class A Share issued and outstanding immediately prior to the Domestication shall remain outstanding and shall be automatically converted into one Surviving Pubco Class A Share and (ii) each certificate that evidenced Parent Class A Shares immediately prior to the Domestication ("Parent Class A Share Certificate") shall instead represent a number of Surviving Pubco Class A Shares equal to the number of Parent Class A Shares evidenced by such Parent Class A Share Certificate; provided, however, that each Parent Class A Share Certificate owned by Public Stockholders who have validly elected to redeem their shares in connection with the Redemption shall entitle the holder thereof to receive only cash in an amount equal to the Redemption Price as provided for in the Trust Agreement and Parent's Organizational Documents.

(b) (i) Each Parent Class B Share issued and outstanding immediately prior to the Domestication shall be automatically converted into one Surviving Pubco Class A Share, (ii) each certificate that evidenced Parent Class B Shares immediately prior to the Domestication ("Parent Class B Share Certificate") shall instead represent a number of Surviving Pubco Class A Shares equal to the number of Parent Class B Shares evidenced by such Parent Class B Share Certificate and (iii) all rights in respect of all Parent Class B Shares shall cease to exist, other than the right to receive the Surviving Pubco Class A Shares in accordance with this Section 2.1(b).

(c) Each Parent Class A Share and Parent Class B Share held by Parent shall be automatically cancelled and no consideration shall be issued or paid in respect thereof.

2.2 Merger and Closing Payments.

(a) At the Closing, the Surviving Pubco shall:

(i) pay directly to the holders of all Unpaid Company Indebtedness all sums necessary and sufficient to fully pay, discharge and satisfy such Unpaid Company Indebtedness as is set forth on Section 2.2(a) of the Company Disclosure Schedule in accordance with payoff letters delivered to Parent prior to the Closing Date;

(ii) pay directly to each Person to whom any Unpaid Transaction Expenses are owed all sums necessary and sufficient to fully pay, discharge and satisfy all Unpaid Transaction Expenses as directed by the Company;

(iii) deposit with the Escrow Agent pursuant to the Escrow Agreement (x) the Adjustment Escrow Units in a segregated escrow account (the "Adjustment Unit Escrow Account"), (y) if there has not been either (A) a binding agreement between the Company and the applicable counterparties under the NCP Agreement or (B) a final and binding determination as to whether there is an NCP Contingent Payment Amount payable in accordance with the terms of the NCP Agreement, the Maximum NCP Contingent Payment Amount (the "NCP Contingent Payment Escrow Amount") in a segregated escrow account (the "NCP Contingent Payment Escrow Account") and (z) the Additional Escrow Amount in a segregated escrow account (the "Additional Escrow Account"), in each case to be disbursed as and to the extent provided in the Escrow Agreement;

(iv) pay directly to the Company Securityholder Representative the Company Securityholder Representative Expense Amount; and

(v) deposit (to the extent payable in cash, by wire transfer of immediately available funds) with the Paying and Exchange Agent (to such account or accounts of the Paying and Exchange Agent as the Paying and Exchange Agent shall designate in writing to Parent not less than two (2) Business Days prior to the Closing Date) for the benefit of the Company Equity Holders (A) an amount equal to the Cash Consideration and (B) the Estimated Equity Consideration;

provided, that, to the extent that the Company has Closing Cash in excess of $10,000,000, it shall use the Closing Cash to make the payments owed under clauses (i) and (ii) above.

(b) At the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Pubco, Merger Sub, the Company or any of the Company Equity Holders:

(i) all issued and outstanding Company Interests held by the Company shall be automatically cancelled and no consideration shall be issued or paid in respect thereof;

(ii) the Company Interests shall be converted into the right to receive, in each case determined in accordance with the Company LLC Agreement (and calculated as if all of such amounts constitute Distributable Assets as defined under the Company LLC Agreement) a portion (in each case calculated in accordance with the Cash Consideration Payout Schedule, the Equity Consideration Payout Schedule, the Adjustment Amount Payout Schedule, the NCP Contingent Payment Remaining Amount Payout Schedule and the Earn Out Payout Schedule, as applicable) of:

(A) the Cash Consideration; plus

(B) the Estimated Equity Consideration; plus

(C) the Remaining Amount, as and to the extent distributable pursuant to Section 2.5, determined as if all Company Interests were still outstanding, and calculated as if such amount were distributed following the deemed distributions in clauses (A) and (B) above; plus

(D) (x) the Excess Amount, as and to the extent issuable pursuant to Section 2.5, and (y) if there is an Excess Amount issuable pursuant to the foregoing clause (x), the Adjustment Escrow Property, in each case determined as if all Company Interests were still outstanding, and calculated as if such amounts were distributed following the deemed distributions in clauses (A), (B) and (C) above; plus

(E) (1) if an NCP Contingent Payment Escrow Amount has been deposited with the Escrow Agent pursuant to Section 2.2(a)(iii), the NCP Contingent Payment Remaining Amount, as and to the extent payable pursuant to Section 2.5, and (2) the Additional Remaining Escrow Amount, in each case, determined as if all Company Interests were still outstanding, and calculated as if such amounts were distributed following the deemed distributions in clauses (A), (B), (C) and (D) above; plus

(F) the Earned Earn Out Units, as and to the extent issuable pursuant to Section 2.6, determined as if all Company Interests were still outstanding, and calculated as if such amount were distributed following the deemed distributions in clauses (A), (B), (C), (D) and (E) above (and any deemed distribution of Earned Earn Out Units previously deemed distributed pursuant to this clause (F)); and

each holder of limited liability company interests in the Surviving Company acquired pursuant to this clause (ii) shall automatically be admitted as a member of the Surviving Company with respect to such limited liability company interests upon such holder's acquisition of such limited liability company interests; and

(iii) the limited liability company interests in Merger Sub shall be converted into a number of fully paid and nonassessable Surviving Company Membership Units equal to the number of Surviving Pubco Class A Shares outstanding as of immediately prior to the Effective Time (but for such purposes, giving effect to the Domestication and the conversion of the Parent Class A Shares and Parent Class B Shares into Surviving Pubco Class A Shares), and the Surviving Pubco, as the sole holder thereof, shall automatically be admitted as a member of the Surviving Company.

2.3 Payout Schedule.

(a) The Company shall deliver to Parent (i) at least two (2) Business Days prior to the Closing Date, a schedule (the "Cash Consideration Payout Schedule") showing the allocation among the Company Equity Holders of the Cash Consideration calculated in accordance with Section 2.2(b), (ii) at least two (2) Business Days prior to the Closing Date, a schedule (the "Equity Consideration Payout Schedule") showing the allocation among the Company Equity Holders of the Estimated Equity Consideration calculated in accordance with Section 2.2(b), (iii) at least two (2) Business Days prior to the date such amount is payable, a schedule (the "Adjustment Amount Payout Schedule") showing the allocation among the Company Equity Holders of the Remaining Amount or Excess Amount (and the Adjustment Escrow Property deliverable in connection therewith), if any, calculated in accordance with Section 2.2(b) and Section 2.5, (iv) at least two (2) Business Days prior to the date such amount is payable, a schedule (the "NCP Contingent Payment Remaining Amount Payout Schedule") showing the allocation among the Company Equity Holders of the NCP Contingent Payment Remaining Amount, if any, calculated in accordance with Section 2.2(b) and Section 2.5 and (v) at least two (2) Business Days prior to the date such amount is payable, a schedule (the "Earn Out Payout Schedule") showing the allocation among the Company Equity Holders of the Earned Earn Out Units, if any, calculated in accordance with Section 2.2(b) and Section 2.6 and (vi) at least two (2) Business Days prior to the date such amount is payable a Schedule (the "Additional Escrow Payout Schedule") showing the allocation among the Company Equity Holders of the Additional Escrow Remaining Amount, if any, calculated in accordance with Section 2.2(b). Each of the schedules described in clauses (i) through (vi) above shall be calculated in a manner consistent with the Estimated Closing Adjustment Statement, as it may be adjusted prior to the Closing in accordance with Section 2.5(a). No fractional shares of Surviving Pubco Common Stock or fractional Surviving Company Membership Units shall be issued pursuant to this Agreement and each Company Equity Holder who would otherwise be entitled to a fraction of a share of Surviving Pubco Common Stock or Surviving Company Membership Unit (after aggregating all fractional shares of Surviving Pubco Common Stock or Surviving Company Membership Units, as applicable, that otherwise would be received by such holder) shall instead have the number of shares of Surviving Pubco Common Stock and Surviving Company Membership Units issued to such holder rounded in the aggregate to the nearest whole share of Surviving Pubco Common Stock.

(b) At the Effective Time, all rights in respect of all Company Interests existing immediately prior to the Effective Time shall cease to exist, other than the right to receive the consideration as described in Section 2.2(b)(ii) payable, in each case, at the times provided for therein.

(c) At the Effective Time, the unit transfer books of the Company shall be closed with respect to all Company Interests issued and outstanding immediately prior to the Effective Time and no transfer of any Company Interests that were issued and outstanding immediately prior to the Effective Time shall thereafter be made.

2.4 Letter of Transmittal; Subscription for Class V Shares.

(a) At a reasonable time prior to the Closing Date, the Company shall deliver to each Company Equity Holder a letter of transmittal substantially in the form of Exhibit N (the "Letter of Transmittal"), together with a request to have such Company Equity Holder deliver an executed Letter of Transmittal to the Company no less than two (2) Business Days prior to the Closing. Upon delivery to the Company of a Letter of Transmittal, duly executed and completed in accordance with the instructions thereto, such Company Equity Holder shall be entitled to receive for its Company Interests the consideration described in Section 2.2(b). If a Company Equity Holder has not delivered to the Company a Letter of Transmittal, such Company Equity Holder will become entitled to receive consideration for its Company Interests described in Section 2.2(b) promptly upon receipt by the Company of an executed Letter of Transmittal from such Company Equity Holder. The Company shall provide the Company Securityholder Representative and Parent with a copy of each Letter of Transmittal it receives promptly after receipt thereof.

(b) Continental Stock Transfer and Trust shall act, at Parent's expense, as paying agent and as exchange agent (the "Paying and Exchange Agent") in effecting the exchanges provided for herein pursuant to the Paying and Exchange Agent Agreement substantially in the form attached hereto as Exhibit P, with such changes therein as the Paying and Exchange Agent may request (the "Paying and Exchange Agent Agreement"). Each Company Equity Holder shall receive from the Paying and Exchange Agent or the Escrow Agent, as applicable, in exchange for the Company Interests such Company Equity Holder owns (by wire transfer of same day funds to the extent such consideration is payable in cash), (i) on or following the Closing Date, its portion of Cash Consideration and Estimated Equity Consideration in accordance with the allocation pursuant to Section 2.2(b)(ii)(A) and (B), (ii) its portion of the Remaining Amount, if any, at the time of its distribution in accordance with the allocation pursuant to Section 2.2(b)(ii)(C) and the Escrow Agreement, (iii) its portion of the Excess Amount (and the Adjustment Escrow Property deliverable in connection therewith), if any, at the time of its distribution in accordance with the allocation pursuant to Section 2.2(b)(ii)(D) and the Escrow Agreement, (iv) its portion of the NCP Contingent Payment Remaining Amount, if any, at the time of its distribution in accordance with Section 2.2(b)(ii)(E)(1) and the Escrow Agreement, (v) its portion of the Earned Earn Out Units, if any, at the time of its distribution in accordance with Section 2.2(b)(ii)(F) and (vi) its portion of the Additional Escrow Amount, if any, at the time of its distribution in accordance with Section 2.2(b)(ii)(E)(2).

2.5 Adjustment Before and After the Closing. The Estimated Closing Adjustment and the Final Closing Adjustment shall be determined as set forth below in this Section 2.5:

(a) No less than three (3) Business Days prior to the Closing Date, the Company shall prepare and deliver to Parent a statement (the "Estimated Closing Adjustment Statement"), duly executed by an officer of the Company, setting forth the Company's good faith estimate of the Closing Adjustment Items (the "Estimated Closing Adjustment"), including an estimated consolidated balance sheet of the Acquired Companies as of the Effective Time. The Estimated Closing Adjustment Statement (i) shall be derived in good faith from the Books and Records of the Acquired Companies and (ii) shall be prepared on a consolidated basis in accordance with generally accepted accounting principles in the United States ("GAAP") using the same accounting methods, policies, principles, practices and procedures, with consistent classifications, judgments and estimation methodologies as were used in preparation of the Base Balance Sheet. Promptly after delivering the Estimated Closing Adjustment Statement to Parent, the Company will meet with Parent (which meeting may be telephonic) to review and discuss the Estimated Closing Adjustment Statement, and the Company will consider in good faith Parent's comments to the Estimated Closing Adjustment Statement, and, to the extent mutually agreed upon by the Company and Parent, both acting reasonably and in good faith, make any appropriate adjustments to the Estimated Closing Adjustment Statement prior to the Closing, which adjusted Estimated Closing Adjustment Statement shall thereafter become the Estimated Closing Adjustment Statement for all purposes of this Agreement; provided, however, that if the Company and Parent are unable to reach mutual agreement on any such adjustments, the Estimated Closing Adjustment Statement delivered by the Company shall be the Estimated Closing Adjustment Statement for all purposes of this Agreement.

(b) Within seventy-five (75) calendar days after the Closing Date, the Surviving Pubco shall prepare and deliver to the Company Securityholder Representative a statement (the "Closing Adjustment Statement"), duly executed by an officer of the Surviving Pubco, setting forth the Surviving Pubco's determination of the Closing Adjustment Items, including an estimated consolidated balance sheet of the Acquired Companies as of the Effective Time. The Closing Adjustment Statement (i) shall be derived in good faith from the Books and Records of the Acquired Companies and (ii) shall be prepared on a consolidated basis in accordance with GAAP using the same accounting methods, policies, principles, practices and procedures, with consistent classifications, judgments and estimation methodologies as were used in preparation of the Base Balance Sheet. The Closing Adjustment Statement, as proposed by the Surviving Pubco pursuant to this Section 2.5(b), shall be deemed for purposes of this Section 2.5 to be the "Final Closing Adjustment Statement", the Closing Adjustment Items reflected thereon shall be deemed for purposes of this Section 2.5 to be the "Final Closing Adjustment" and each shall be final and binding on all Parties, unless the Company Securityholder Representative timely delivers to the Surviving Pubco an Objection Notice in accordance with Section 2.5(c). The Surviving Pubco shall, and shall cause the Surviving Company to, provide to the Company Securityholder Representative reasonable access to the Acquired Companies' Books and Records as the Company Securityholder Representative may reasonably request in connection with its review of the Closing Adjustment Statement and shall cause the personnel of the Acquired Companies to reasonably cooperate with the Company Securityholder Representative in connection with its review of the Closing Adjustment Statement.

(c) In the event that the Company Securityholder Representative disputes the Closing Adjustment Statement delivered by the Surviving Pubco pursuant to Section 2.5(b) or the amount of any Closing Adjustment Item reflected thereon, the Company Securityholder Representative shall notify the Surviving Pubco in writing (the "Objection Notice") of such dispute, within thirty (30) calendar days after delivery of the Closing Adjustment Statement pursuant to Section 2.5(b). Any such Objection Notice shall specify those items or amounts as to which the Company Securityholder Representative disagrees and shall describe in reasonable detail the basis for such dispute. The Surviving Pubco and the Company Securityholder Representative shall use commercially reasonable efforts to resolve such differences regarding the determination of the disputed items or amounts for a period of thirty (30) calendar days after the Surviving Pubco's receipt of the Objection Notice. If the Surviving Pubco and the Company Securityholder Representative reach a final resolution on the Closing Adjustment Statement within thirty (30) calendar days after the Surviving Pubco's receipt of the Objection Notice (or within any additional period as mutually agreed to between the Surviving Pubco and the Company Securityholder Representative), then the Closing Adjustment Statement agreed upon by the Surviving Pubco and the Company Securityholder Representative shall be deemed for purposes of this Section 2.5 to be the "Final Closing Adjustment Statement", the Closing Adjustment Items reflected thereon shall be deemed for purposes of this Section 2.5 to be the "Final Closing Adjustment" and each shall be final and binding on the Parties.

(d) If the Company Securityholder Representative and the Surviving Pubco do not reach a final resolution on the items in the Objection Notice within thirty (30) calendar days after delivery of the Objection Notice, unless the Company Securityholder Representative and the Surviving Pubco mutually agree to continue their efforts to resolve such differences, the Surviving Pubco and the Company Securityholder Representative shall engage the Neutral Accountant within fifteen (15) calendar days thereafter (provided, that if the Neutral Accountant does not accept its appointment or if the Company Securityholder Representative and the Surviving Pubco cannot agree on the Neutral Accountant, in either case during such fifteen (15) calendar day period, then the Company Securityholder Representative or the Surviving Pubco may require, by written notice to the other, that the Neutral Accountant be selected by the New York City Regional Office of the American Arbitration Association in accordance with its procedures). The Neutral Accountant shall resolve such differences pursuant to an engagement agreement executed by the Company Securityholder Representative, the Surviving Pubco and the Neutral Accountant in accordance with this Section 2.5(d). Each of the Surviving Pubco and the Company Securityholder Representative shall submit to the Neutral Accountant (with a copy delivered to the other party on the same day), within ten (10) days after the date of the engagement of the Neutral Accountant, a memorandum (which may include supporting exhibits) setting forth their respective positions with respect to the Closing Adjustment Items set forth in the Objection Notice. Each of the Surviving Pubco and the Company Securityholder Representative may (but shall not be required to) submit to the Neutral Accountant (with a copy delivered to the other party on the same day), within twenty (20) calendar days after the date of the engagement of the Neutral Accountant, a memorandum responding to the initial memorandum submitted to the Neutral Accountant by the other party. None of the Surviving Pubco, the Company Securityholder Representative, any other Party hereto or any of their respective Affiliates shall have any ex parte communications or meetings with the Neutral Accountant regarding the subject matter hereof without the other party's prior written consent. The Neutral Accountant shall be given reasonable access to all relevant records of the Surviving Pubco and the Surviving Company to calculate the Closing Adjustment Statement. The Neutral Accountant shall act as an expert in accounting to determine only the Closing Adjustment Items set forth in the Objection Notice still in dispute and shall be limited to those adjustments, if any, required to be made for the Final Closing Adjustment to comply with the provisions of this Agreement. The Surviving Pubco, the Company Securityholder Representative and the other Parties hereto shall use their reasonable best efforts to cause the Neutral Accountant to issue its written determination regarding the Closing Adjustment Items set forth in the Objection Notice within thirty (30) calendar days after such items are submitted for review. Absent fraud or manifest error, the Closing Adjustment Statement as finally determined by the Neutral Accountant shall be deemed for purposes of this Section 2.5 to be the "Final Closing Adjustment Statement", the Closing Adjustment Items reflected thereon shall be deemed for purposes of this Section 2.5 to be the "Final Closing Adjustment" and each shall be final and binding on all Parties. In determining the Closing Adjustment Statement and the Closing Adjustment Items, the Neutral Accountant shall act as an expert and not as an arbitrator. A judgment on the determination made by the Neutral Accountant pursuant to this Section 2.5 may be entered in and enforced by any court having jurisdiction.

(e) The Neutral Accountant shall not be authorized or permitted to:

(i) determine any questions or matters whatsoever under or in connection with this Agreement except for the resolution of differences between the Company Securityholder Representative and the Surviving Pubco regarding the determination of the Closing Adjustment Statement and the Closing Adjustment Items in accordance with this Section 2.5;

(ii) resolve any such differences by making an adjustment to the Closing Adjustment Statement that is outside of the range defined by amounts as finally proposed by the Company Securityholder Representative and the Surviving Pubco; or

(iii) apply any accounting methods, treatments, principles or procedures other than as described in this Section 2.5.

(f) The fees and disbursements of the Neutral Accountant shall be borne by the Surviving Pubco.

(g) If the amount of the Final Closing Adjustment is greater than the Estimated Closing Adjustment, then the Company Securityholder Representative shall, within three (3) Business Days after the date of determination of the Final Closing Adjustment, direct the Escrow Agent to (i) deliver a number of Adjustment Escrow Units (and, to the extent in excess of the Adjustment Escrow Units, other Adjustment Escrow Property) to the Surviving Company, equal to the lesser of (x) the quotient obtained by dividing (A) the amount of any such excess by (B) the Per Share Price, which such Adjustment Escrow Units shall be cancelled by the Surviving Company and (y) the entire Adjustment Escrow Property and (ii) to the extent that, after delivery of the Adjustment Escrow Property to the Surviving Company, there is remaining Adjustment Escrow Property held by the Escrow Agent, deliver such remaining Adjustment Escrow Property (the "Remaining Amount") to the Paying and Exchange Agent (on behalf of the Company Equity Holders) to be delivered to the Company Equity Holders pursuant to Section 2.2(b)(ii)(C).

(h) If the amount of the Estimated Closing Adjustment is greater than the Final Closing Adjustment (any such excess, the "Excess Amount"), then, within three (3) Business Days after the date of determination of the Final Closing Adjustment, (i) the Surviving Company shall issue a number of Surviving Company Membership Units to the Company Equity Holders pursuant to Section 2.2(b)(ii)(D), in each case equal to the lesser of (x) the quotient obtained by dividing (A) the Excess Amount by (B) the Per Share Price, and (y) the entire Adjustment Escrow Property and (ii) the Surviving Pubco shall direct the Escrow Agent to disburse the Adjustment Escrow Property to the Paying and Exchange Agent (on behalf of the Company Equity Holders) to be delivered to the Company Equity Holders pursuant to Section 2.2(b)(ii)(E).

(i) The Parties agree that the procedures set forth in this Section 2.5 shall be the sole and exclusive method for resolving any disputes with respect to the determination of the Final Closing Adjustment Statement and the Final Closing Adjustment; provided, that this provision shall not prohibit the Surviving Pubco or the Company Securityholder Representative from instituting litigation to enforce the determination of the Neutral Accountant.

(j) If an NCP Contingent Payment Escrow Amount has been deposited with the Escrow Agent pursuant to Section 2.2(a)(iii), within five (5) Business Days after the earlier of (i) payment of the NCP Contingent Payment Amount being made by any Acquired Company (or the Surviving Pubco or any of its Affiliates) (without any further obligations of any Acquired Company for any additional NCP Contingent Payment Amount) and (ii) either (A) a binding agreement between the Company and the applicable counterparties under the NCP Agreement or (B) a final and binding determination that no NCP Contingent Payment Amount is payable in accordance with the terms of the NCP Agreement, evidence of which shall be provided promptly to the Company Securityholder Representative by the Surviving Pubco, (x) the Surviving Pubco may recover the amount of such NCP Contingent Payment Amount paid by any Acquired Company (if any) solely out of the NCP Contingent Payment Escrow Account (including the NCP Contingent Payment Escrow Amount and all interest, dividends, gains and other income thereon), and only to the extent that such amount is less than or equal to the amount then held in the NCP Contingent Payment Escrow Account, and no Company Equity Holder nor any other Person shall have any Liability to the Surviving Pubco or any of its Affiliates for any amount of such NCP Contingent Payment Amount which is in excess of the amount then held in the NCP Contingent Payment Escrow Account, and (y) the Escrow Agent shall disburse any amount remaining in the NCP Contingent Payment Escrow Account after a payment is made pursuant to clause (x) (or either (A) a binding agreement between the Company and the applicable counterparties under the NCP Agreement or (B) a final and binding determination is made that no NCP Contingent Payment Amount is payable in accordance with the terms of the NCP Agreement) (the "NCP Contingent Payment Remaining Amount") to the Paying and Exchange Agent (on behalf of the Company Equity Holders) to be distributed to the Company Equity Holders pursuant to Section 2.2(b)(ii)(E). If, at the Effective Time, the NCP Contingent Payment Amount has not been determined in accordance with the NCP Agreement, the Company Securityholder Representative shall have the right to, at its expense, control the preparation of the Earn-Out Calculation Statement (as defined in the NCP Agreement), the review of the Final Earn-Out Calculation Statement (as defined in the NCP Agreement), the submission of an Earn-Out Calculation Objection Notice (as defined in the NCP Agreement), the negotiation of any items disputed in such Earn-Out Calculation Objection Notice, the negotiation, execution and delivery of the engagement agreement with, and the submission of the presentation to, the Neutral Accountant (as defined in the NCP Agreement), and control any litigation instituted in connection therewith, in each case to the fullest extent as if the Company Securityholder Representative were "Buyer" under the NCP Agreement. The Surviving Pubco shall and shall cause the Surviving Company to reasonably cooperate in such matters, including (i) providing reasonable access to the books and records of the Acquired Companies and to its independent accountants and their workpapers (upon delivery of a customary access letter to the extent required by such independent accountants) and (ii) submitting dispute notices and other notices and materials requested by the Company Securityholder Representative.

2.6 Earn Out.

(a) Subject to the terms and conditions of this Section 2.6, the Earn Out Units shall be issuable to the Company Equity Holders in accordance with the terms of Section 2.2 as follows (any such issuable Earn Out Units, "Earned Earn Out Units"):

(i) if at any time during the twelve (12) months following the Closing the VWAP of the Surviving Pubco Class A Shares is greater than or equal to $12.50 over any twenty (20) Trading Days within any thirty- (30-) Trading Day period, 50% of the Earn Out Units; and

(ii) if at any time during the twenty-four (24) months following the Closing the VWAP of the Surviving Pubco Class A Shares is greater than or equal to $14.00 over any 20 Trading Days within any 30-Trading Day period, 100% of the Earn Out Units.

Notwithstanding anything to the contrary set forth in this Agreement, the number of Earn Out Units to be issued pursuant to this Section 2.6 shall be limited such that in no event shall the Company Equity Holders receive more than 100% of the Earn Out Units. The Surviving Pubco Class A Share price targets in clauses (i) and (ii) shall be equitably adjusted for stock splits, stock dividends, reorganizations, combinations, recapitalizations and similar transactions affecting the Surviving Pubco Class A Shares after the date of this Agreement (other than in respect of issuances of Surviving Pubco Class A Shares in connection with (i) any Additional Equity Financing or (ii) the issuance of the Equity Consideration (including the Estimated Equity Consideration)).

(b) In the event of the satisfaction of the threshold set forth in Section 2.6(a)(i) or the threshold set forth in Section 2.6(a)(ii), as soon as practicable (but in any event within five (5) Business Days) after such satisfaction, the Surviving Pubco will deliver to the Company Securityholder Representative a written statement (each, a "Stock Price Earn-Out Statement") that sets forth (i) the VWAP over the applicable 20-Trading Day period and (ii) the calculation of the amount of Earned Earn Out Units in connection therewith. Any Earned Earn Out Units issuable as a result of the satisfaction of the threshold set forth in Section 2.6(a)(i) or the threshold set forth in Section 2.6(a)(ii) shall be issued to the Company Equity Holders in accordance with Section 2.2 and the Earn Out Payout Schedule within five (5) Business Days after such satisfaction.

(c) Following the Closing, including during the twenty-four (24) months following the Closing, the Surviving Pubco and its Subsidiaries, including the Acquired Companies, will be entitled to operate their respective businesses based upon the business requirements of the Surviving Pubco and its Subsidiaries. Each of the Surviving Pubco and its Subsidiaries, including the Acquired Companies, will be permitted following the Closing, including during the twenty-four (24) months following the Closing, to make changes in its sole discretion to its operations, organization, personnel, accounting practices and other aspects of its business, including actions that may have an impact on the Earn Out Units becoming Earned Earn Out Units, and none of the Company Equity Holders (nor the Company Securityholder Representative on their behalf) will have any right to claim the loss of all or any portion of an Earn Out Units or other damages as a result of such decisions so long as such changes are not made with the primary intent to reduce the amount of any Earn Out Units that would otherwise be deliverable to Company Equity Holders.

(d) In the event that there is a Company Sale after the Closing and prior to the date that is twenty-four (24) months following the Closing Date, 100% of the Earn Out Units (to the extent not already issued pursuant to the terms of Section 2.2 and this Section 2.6) shall be deemed earned and issuable to the Company Equity Holders, notwithstanding the non-satisfaction of any of the applicable thresholds set forth in Section 2.6(a).

(e) For purposes hereof, a "Company Sale" means the occurrence of any of the following events, in each case solely in the event that the implied per share consideration received by the shareholders of the Surviving Pubco in any such Company Sale is greater than the Per Share Price:

(i) any Person or any group of Persons acting together which would constitute a "group" for purposes of Section 13(d) of the Exchange Act or any successor provisions thereto (a "Group") (excluding (a) a corporation or other entity owned, directly or indirectly, by the stockholders of the Surviving Pubco in substantially the same proportions as their ownership of stock of the Surviving Pubco or (b) a Group in which one or more of the Company Sponsor or Affiliates of the Company Sponsor directly or indirectly hold Beneficial Ownership of securities representing more than 50% of the total voting power held by such group) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Surviving Pubco representing more than 50% of the combined voting power of the Surviving Pubco's then outstanding voting securities; or

(ii) there is consummated a merger or consolidation of the Surviving Pubco with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, either (x) the Surviving Pubco board of directors immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (y) the voting securities of the Surviving Pubco immediately prior to such merger or consolidation do not continue to represent or are not converted into more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof; provided, that the events set forth in this clause (ii) shall not constitute a "Company Sale" for purposes of this Agreement if the Company Sponsor or any Affiliate of the Company Sponsor is the acquiror; or

(iii) the shareholders of the Surviving Pubco approve a plan of complete liquidation or dissolution of the Surviving Pubco or there is consummated an agreement or series of related agreements for the sale, lease or other disposition, directly or indirectly, by the Surviving Pubco of all or substantially all of the assets of the Surviving Pubco and its Subsidiaries, taken as a whole, other than such sale or other disposition by the Surviving Pubco of all or substantially all of the assets of Surviving Pubco and its Subsidiaries, taken as a whole, to an entity at least 50% of the combined voting power of the voting securities of which are owned by shareholders of the Surviving Pubco in substantially the same proportions as their ownership of the Surviving Pubco immediately prior to such sale; provided, that the events set forth in this clause (iii) shall not constitute a "Company Sale" for purposes of this Agreement if the Company Sponsor or any Affiliate of the Company Sponsor is the acquiror of such assets.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

3.1 Matters Relating to the Company. The Company makes the following representations and warranties to Parent and Merger Sub as of the date of this Agreement and as of the Closing, except as disclosed by the Company in the written Company Disclosure Schedule provided to Parent dated the date of this Agreement (the "Company Disclosure Schedule"), which shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in this ARTICLE III. The disclosure in any section or subsection of the Company Disclosure Schedule corresponding to any section or subsection of this ARTICLE III shall qualify other sections and subsections in this ARTICLE III so long as its relevance to such other section or subsection of this ARTICLE III is reasonably clear on the face of the information disclosed therein.

3.2 Due Organization. The Company and each of its Subsidiaries is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation. The Company and each of its Subsidiaries (i) has all necessary limited liability company power and authority to carry on its business as is currently conducted and (ii) except as has not had and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect, is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the operation of its business as currently conducted makes such licensing or qualification necessary. Section 3.2 of the Company Disclosure Schedule lists for each of the Company and its Subsidiaries all jurisdictions in which it is so qualified to conduct business and all names other than its legal name under which it does business. The Company has provided to Parent accurate and complete copies of the Organizational Documents of the Company and each of its Subsidiaries, each as amended to date and as currently in effect. Each of the Company and its Subsidiaries are not in violation of any provision of their respective Organizational Documents in any material respect.

3.3 Authorization; No Conflict.

(a) The Company has full limited liability company power and, upon receipt of the Company Equity Holders' Approval, authority to enter into this Agreement and the Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery by the Company of this Agreement and the Transaction Documents to which it is a party, the performance by the Company of its obligations hereunder and thereunder and the consummation by the Company of the Transactions have been duly authorized by all requisite limited liability company action on the part of the Company, subject only to the receipt of the Company Equity Holders' Approval. This Agreement has been duly and validly executed and delivered by the Company, and (assuming due authorization, execution and delivery by any other applicable parties thereto) constitutes, or upon such delivery constitutes, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity) (the "Enforcement Exceptions"). The Company's board of managers, by resolutions duly adopted at a meeting duly called and held or by action by unanimous written consent in accordance with the Company's Organizational Documents (i) determined that this Agreement, the Transaction Documents and the Merger and the other Transactions are advisable, fair to, and in the best interests of, the Company and its members, (ii) approved this Agreement, the Transactions and the Merger and the other Transactions in accordance with the DLLCA, (iii) directed that this Agreement be submitted to the Company's members for adoption and (iv) resolved to recommend that the Company's members adopt this Agreement. The voting covenants contained within the Company Support Agreements include agreements by holders of Company Interests constituting the requisite vote of the holders of the Company Interests to approve this Agreement, the Transaction Documents, the Merger and the other Transactions in accordance with the DLLCA and the Company's Organizational Documents.

(b) Subject to the receipt of the Company Equity Holders' Approval, except for applicable requirements under the HSR Act or as otherwise set forth on Section 3.3(b) of the Company Disclosure Schedule, the execution, delivery and performance of this Agreement and the Transaction Documents by the Company and its Subsidiaries, and the consummation of the Transactions, do not and will not, with or without notice, lapse of time or both: (i) conflict with or result in a breach or violation of the Organizational Documents of the Company or any of its Subsidiaries; (ii) require any consent, waiver, approval, declaration or authorization of, or notice to or filing with, any Governmental Authority; or (iii) violate, conflict with, result in a breach or default under (with notice or lapse of time or both), result in, or give any Person a right of, termination, cancellation, acceleration, suspension, modification or revocation under, give rise to any obligation to make payments or provide compensation under, result in the creation of any Lien upon any of the properties or assets of an Acquired Company under, give any Person the right to declare a default, exercise any remedy, claim a rebate, chargeback, penalty or change in delivery schedule, accelerate the maturity or performance under, or require any consent, waiver, approval, notice, filing, declaration or authorization under, any Material Contract or Material Permit, except, with respect to the foregoing clauses (ii) and (iii), as would not, individually or in the aggregate, reasonably be likely to have a Material Adverse Effect.

3.4 Capitalization.

(a) Section 3.4(a) of the Company Disclosure Schedule sets forth a correct and complete list, in each case as of the date hereof, of (i) the name and jurisdiction of organization of each Subsidiary of the Company, (ii) the limited liability company or other Equity Interests of the Company and each of its Subsidiaries, (iii) the number of authorized issued and outstanding limited liability company interests or other Equity Interests of the Company and each of its Subsidiaries and all holders thereof and (iv) with respect to any Company Profits Units, the grant date, the unit hurdle price or amount, any expiration date and any vesting schedule. All outstanding limited liability company interests of the Company and each of its Subsidiaries have been duly authorized and validly issued, are fully paid and nonassessable, were not issued in violation of (or subject to) any preemptive rights (including any preemptive rights set forth in the Organizational Documents of the Company or such Subsidiary, as applicable), rights of first refusal or similar rights, and, to the knowledge of the Company, are owned free and clear of any Liens other than those imposed under the Company's or any of its Subsidiaries' Organizational Documents, as applicable or applicable securities Laws. Except as set forth in the Company LLC Agreement, there are no options, warrants, equity securities, calls, rights, commitments or agreements to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound obligating the Company or such Subsidiary, as applicable, to issue, exchange, transfer, deliver or sell, or cause to be issued, exchanged, transferred, delivered or sold, additional limited liability company interests or other Equity Interests of the Company or any of its Subsidiaries or any security or rights convertible into or exchangeable or exercisable for any such limited liability company interests or other Equity Interests, or obligating the Company or any of its Subsidiaries to enter into any commitment or agreement containing such obligation. Except as set forth on Section 3.4(a) of the Company Disclosure Schedule, there are no Equity Interests of the Company or any of its Subsidiaries, or any security exchangeable into or exercisable for such Equity Interests, issued, reserved for issuance or outstanding. Except as set forth on Section 3.4(a) of the Company Disclosure Schedule, there are no outstanding or authorized equity appreciation, phantom equity or similar rights with respect to the Company or any of its Subsidiaries. As a result of the consummation of the Transactions, except as expressly contemplated by this Agreement and the Transaction Documents, no Equity Interests of the Company or any of its Subsidiaries are issuable.

(b) All of the issued and outstanding securities of the Company and its Subsidiaries have been granted, offered, sold and issued in material compliance with all applicable securities Laws. Except as set forth in the Company Support Agreements and the Organizational Documents of the Company or its Subsidiaries, as applicable, there are no voting trusts, proxies, shareholder agreements or any other agreements or understandings with respect to the voting of the Equity Interests of the Company or its Subsidiaries. Except as set forth in the Organizational Documents of the Company or its Subsidiaries, as applicable, there are no outstanding contractual obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any equity interests or securities of the Company or any of its Subsidiaries, nor has the Company or any of its Subsidiaries granted any registration rights to any Person with respect to any Equity Interests of the Company or any of its Subsidiaries (other than pursuant to the Registration Rights Agreement). As a result of the consummation of the Transactions, except as expressly contemplated by this Agreement and the Transaction Documents, no rights in connection with any interests, warrants, rights, options or other securities of the Company or any of its Subsidiaries accelerate or otherwise become triggered (whether as to vesting, exercisability, convertibility or otherwise).

(c) Except as set forth on Section 3.4(b) of the Company Disclosure Schedule, neither the Company nor any of its Subsidiaries owns any capital stock, securities convertible into capital stock or any other Equity Interest in any Person (other than an Acquired Company), nor is the Company or any of its Subsidiaries a participant in any joint venture, partnership, limited liability company, trust, association or other non-corporate entity (other than an Acquired Company). There are no outstanding contractual obligations of an Acquired Company to make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person.

3.5 Financial Statements.

(a) Attached to Section 3.5(a) of the Company Disclosure Schedule are true, correct and complete copies of the following (collectively, the "Financial Statements"): (i) the Company's audited consolidated financial statements consisting of the consolidated balance sheets as of December 31, 2017 and December 31, 2016 and the related statements of income, statements of members' equity and statements of cash flows and for the year ended December 31, 2017, and the period from September 1, 2016 through December 31, 2016, each audited in accordance with PCAOB auditing standards by a PCAOB qualified auditor; and (ii) the Company's unaudited consolidated balance sheet as of September 30, 2018 (the "Base Balance Sheet" and the date thereof, the "Most Recent Balance Sheet Date") and the related statement of income and statement of cash flows for the nine (9) months then ended. Subject, in the case of unaudited interim period financial statements, to the absence of footnotes and normal recurring year-end audit adjustments applied consistent with past practice, none of which are or would be material, individually or in the aggregate, the Financial Statements (including the notes thereto) (i) have been prepared from the Books and Records of the Company and its Subsidiaries and (except as may be indicated in the notes thereto) in accordance with GAAP applied on a consistent basis in accordance with past practices throughout the periods covered thereby, and (ii) fairly present in all material respects the consolidated financial condition and results of operations and cash flows of the Company and its Subsidiaries as of the dates, and for the periods, indicated thereon. Since the Most Recent Balance Sheet Date, there have been no material changes in the accounting policies of the Company or any of its Subsidiaries and no revaluation of the Company's or any of its Subsidiaries' properties or assets. None of the Acquired Companies have ever been subject to the reporting requirements of Section 13(a) or 15(d) of the Exchange Act.

(b) Neither the Company nor any of its Subsidiaries is liable for or subject to any Liability that is required by GAAP to be reflected or reserved against in a balance sheet, except for (i) Liabilities reflected on the Base Balance Sheet and not previously paid or discharged, (ii) Liabilities incurred since the Most Recent Balance Sheet Date in the ordinary course of business and (iii) Liabilities that would not, individually or in the aggregate, have or reasonably be likely to have a Material Adverse Effect.

(c) The Acquired Companies maintain, in all material respects, accurate books and records reflecting the assets and Liabilities of the Acquired Companies and maintain, in all material respects, proper and adequate internal accounting controls that are designed to provide reasonable assurance that (i) transactions are executed with management's authorization, (ii) transactions are recorded as necessary to permit preparation of the financial statements of the Acquired Companies and to maintain accountability for the Acquired Companies' assets, and (iii) accounts, notes and other receivables are recorded accurately, and proper and adequate procedures are implemented to effect the collection of accounts, notes and other receivables on a current and timely basis. All of the financial books and records of the Acquired Companies are complete and accurate in all material respects and have been maintained in all material respects in the ordinary course and in accordance with applicable Laws. No Acquired Company has been subject to or involved in any material fraud that involves management or other employees who have a significant role in the internal controls over financial reporting of any Acquired Company. Since January 1, 2016, no Acquired Company has received any adverse material written complaint, allegation, assertion or claim regarding the accounting or auditing practices, procedures or methodologies of any Acquired Company or its internal accounting controls.

(d) As of the date of this Agreement, the Acquired Companies do not have any Company Indebtedness other than the Company Indebtedness as set forth on Section 3.5(d) of the Company Disclosure Schedule, and in such amounts (including principal and any accrued but unpaid interest), as set forth on Section 3.5(d) of the Company Disclosure Schedule.

3.6 Absence of Changes. Since the Most Recent Balance Sheet Date, except for any actions expressly contemplated by this Agreement, the Transaction Documents or the Transactions, (a) the Company and each of its Subsidiaries has conducted its business in the ordinary course of business in all material respects, (b) there has not been any Material Adverse Effect and (c) there has not been any event, act or omission that, if such event, act or omission occurred following the execution of this Agreement, would have resulted in a material breach of Section 5.1.

3.7 Real Property; Encumbrances.

(a) Neither the Company nor any of its Subsidiaries owns or has owned, in whole or in part, any Real Property.

(b) Section 3.7(b) of the Company Disclosure Schedule sets forth a correct and complete listing of all Company Leased Real Property (including street address, lessor, rent and the Company or the applicable Subsidiary's use thereof). Except as, individually or in the aggregate, has not been and would not be reasonably likely to have a Material Adverse Effect, the Company and each of its Subsidiaries, as applicable, has a valid leasehold interest to the leasehold estate in the Company Leased Real Property granted to the Company or such Subsidiary, as applicable, pursuant to the applicable Real Property Lease (subject to Permitted Liens), a true and correct copy of which (including all material amendments and modifications thereof or material waivers thereto) has been provided to Parent prior to the date hereof. Except as set forth on Section 3.7(b) of the Company Disclosure Schedule, there are no parties other than the Company and its Subsidiaries in possession of any portion of the Company Leased Real Property, and, to the knowledge of the Company, no Contract grants any Person (other than the Acquired Companies) the right of use or occupancy of any portion of the Company Leased Real Property.

(c) To the knowledge of the Company, there are no pending or threatened condemnation proceedings, lawsuits or administrative actions relating to any portion of the Company Leased Real Property, nor has the Company or any of its Subsidiaries received notice of any pending or threatened special assessment proceedings affecting any portion of the Company Leased Real Property.

3.8 Assets. Except as would not be reasonably likely to have a Material Adverse Effect, (i) the Company and its Subsidiaries, collectively, have good and valid title to, or a valid leasehold interest in, all of the assets owned or leased by, or otherwise used in the business of, the Company and its Subsidiaries, free and clear of all Liens (other than Permitted Liens) and (ii) all of the tangible assets owned by the Company and its Subsidiaries have been maintained in a reasonably prudent manner and are in good operating condition and repair, ordinary wear and tear excepted. All material tangible assets owned by the Company and its Subsidiaries are located on the Company Leased Real Property.

3.9 Taxes.

(a) The Company and each of its Subsidiaries is, and have at all times since their respective date of formation been, treated as a partnership or disregarded entity under U.S. Treasury Regulation Section 301.7701-3(b) for U.S. federal income Tax purposes.

(b) The Company and each of its Subsidiaries has timely filed (taking into account applicable extensions) all federal, state, local and foreign income Tax Returns and other material Tax Returns that it was required to file, and has paid all Taxes shown theron as owing. Such Tax Returns are correct and complete in all material respects.

(c) The Company and each of its Subsidiaries has withheld or collected all material Taxes required by Law to have been withheld or collected and, to the extent required, paid over such Taxes to the appropriate Governmental Authorities.

(d) Neither the Company nor any of its Subsidiaries is a party to or bound by any Tax indemnity, Tax sharing, Tax allocation or similar agreement, other than any Commercial Tax Agreement or any agreement solely among the Company and its Subsidiaries.

(e) No Tax Proceeding relating to any Tax Return of the Company or any of its Subsidiaries by any Governmental Authority is currently in progress or, to the knowledge of the Company, threatened or contemplated. Neither the Company nor any of its Subsidiaries has been informed in writing by any jurisdiction in which the Company or such Subsidiary does not file a Tax Return that the jurisdiction believes that the Company or such Subsidiary was required to file any Tax Return or is subject to Tax in such jurisdiction, which claim has not been fully resolved. Neither the Company nor any of its Subsidiaries has waived any statute of limitations with respect to Taxes or agreed to extend the period for assessment or collection of any Taxes, which waiver or extension is still in effect.

(f) There are no Liens for Taxes upon the assets of the Company or any of its Subsidiaries other than Permitted Liens.

(g) No Acquired Company has made any change in accounting method (except as required by a change in Law) or received a ruling from, or entered into a closing agreement with, any Governmental Authority, in each case that would reasonably be expected to result in such Acquired Company being required to include a material amount in income for Tax purposes in a taxable period (or portion thereof) beginning after the Closing Date.

(h) Neither the Company nor any of its Subsidiaries has participated in any “listed transaction” as set forth in Treasury Regulation Section 301.6111-2(b)(2).

3.10 Employee Benefit Plans.

(a) Section 3.10(a) of the Company Disclosure Schedule contains a correct and complete list of all material Company Benefit Plans and material Company Benefit Arrangements. The Company has made available to Parent complete and correct copies of the following documents with respect to each material Company Benefit Plan and material Company Benefit Arrangement, to the extent applicable: (i) all plan documents, trust documents, insurance contracts, service provider agreements and amendments thereto; (ii) written descriptions of all material non-written agreements relating to any such plan or arrangement; (iii) Form 5500 filings for the last three (3) years, including all schedules thereto, annual report, financial statements and any related actuarial reports; (iv) nondiscrimination testing results for the last three (3) years; (v) the most recent summary plan description and summaries of material modifications thereto; (vi) all material notices or other communications received from the IRS, Department of Labor, or any other Governmental Authority on or after January 1, 2014; (vii) required notices or other written communications to employees; and (viii) employee manuals or handbooks containing personnel or employee relations policies.

(b) Each Qualified Plan has received a favorable determination letter, or is the subject of a favorable advisory or opinion letter as to its qualification, issued by the Internal Revenue Service (the "IRS") to the effect that such plan is qualified and the trust related thereto is exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and, to the knowledge of the Company, no act or omission in the operation of such plan has occurred that could adversely affect its qualified status. Each Company Benefit Plan and each Company Benefit Arrangement has been administered in all material respects in accordance with its terms and with all applicable Laws, including ERISA, the Code, the Patient Protection and Affordable Care Act ("ACA") and the Health Insurance Portability and Accountability Act. With respect to each Company Benefit Plan and Company Benefit Arrangement, (i) no non-exempt transactions prohibited by Code Section 4975 or ERISA Section 406 have occurred and (ii) no act or omission has occurred that could reasonably be expected to have a Material Adverse Effect. Neither the Company nor any of its Subsidiaries is liable for any penalty or excise taxes assessable under ACA. Each individual classified as an independent contractor or other non-employee classification by the Company or any of its Subsidiaries has been properly classified for purposes of participation and benefit accrual under each Company Benefit Plan and Company Benefit Arrangement, except as could not reasonably be expected to have a Material Adverse Effect.

(c) Neither the Company nor any of its Subsidiaries has, within six (6) years prior to the date of this Agreement, maintained, sponsored or been required to contribute to any Pension Plan. There are no current or contingent Liabilities that could reasonably be expected to be imposed upon the Company or any of its Subsidiaries with respect to any Pension Plan maintained by an ERISA Affiliate.

(d) There are no pending or, to the knowledge of the Company, threatened Actions (other than routine benefit claims and proceedings with respect to qualified domestic relations orders) relating to any Company Benefit Plans or Company Benefit Arrangements (including any such claim against any fiduciary of any such Company Benefit Plan or Company Benefit Arrangement). No Company Benefit Plan or Company Benefit Arrangement has received notice of an audit or examination (or potential audit or examination) by any Governmental Authority (including the IRS and the Department of Labor).

(e) Except as set forth on Section 3.10(e) of the Company Disclosure Schedule, no Company Benefit Plan or Company Benefit Arrangement contains any provision or is subject to any Law that, as a result of the Transactions or upon related, concurrent, or subsequent employment termination, would (i) increase, accelerate or vest any compensation or benefit, (ii) require severance, termination or retention payments or (iii) forgive any indebtedness. No Company Benefit Plan or Company Benefit Arrangement contains any provision or is subject to any Law that would promise or provide any tax gross ups or tax indemnification under Sections 280G or 409A of the Code.

(f) Except as set forth on Section 3.10(f) of the Company Disclosure Schedule, no Company Benefit Plan or Company Benefit Arrangement contains any provision or is subject to any Law that, as a result of the Transactions or upon related, concurrent, or subsequent employment termination, would require or provide any payment or compensation that would constitute an "excess parachute payment" under Section 280G of the Code. No Company Benefit Plan or Company Benefit Arrangement provides post-employment medical benefits except as required by COBRA or other applicable Laws.

(g) Neither the Company nor any of its Subsidiaries has, within six (6) years prior to the date of this Agreement, maintained, sponsored, or been required to contribute to any "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA.

(h) The Company Benefit Plans and Company Benefit Arrangements have been documented and administered in accordance with Section 409A of the Code in all material respects.

(i) Neither the Company nor any of its Subsidiaries maintains or has maintained any Benefit Plan or Benefit Arrangement covering any current or former employee of the Company or any of its Subsidiaries that is or was subject to the Laws of any jurisdiction outside of the United States.

3.11 Labor Matters.

(a) Neither the Company nor any of its Subsidiaries is the subject of any unfair labor practice complaint pending or, to the knowledge of the Company, threatened, before the National Labor Relations Board. There are no material unresolved labor controversies (including unresolved grievances or discrimination claims) that are pending or, to the knowledge of the Company, threatened between an Acquired Company and Persons who are or have been employees of or independent contractors to an Acquired Company.

(b) Neither the Company nor any of its Subsidiaries is a party to or bound by any collective bargaining agreement, trade union agreement, works council or employee representative agreement or any other Contract covering a group of employees, labor organization or other representative of any of the employees of the Company or any of its Subsidiaries. There have been no labor unions or other organizations representing or, to the knowledge of the Company, purporting or attempting to represent any employee of the Company or any of its Subsidiaries. To the knowledge of the Company, since January 1, 2014, no employee of the Company or any of its Subsidiaries has attempted to organize a labor union or other organization to represent any employee of the Company or any of its Subsidiaries. There is no current, pending or, to the knowledge of the Company, threatened strike, slowdown, picketing, work stoppage, concerted refusal to work overtime or other similar labor activity with respect to any employee of the Company or any of its Subsidiaries, and none of the foregoing activities has occurred within the past five (5) years.

(c) Each Acquired Company (i) is and since January 1, 2014, has been in compliance in all material respects with all applicable Laws respecting employment and employment practices, terms and conditions of employment, health and safety and wages and hours, and other Laws relating to discrimination, disability, labor relations, hours of work, payment of wages and overtime wages, payment for leave, pay equity, immigration, workers compensation, working conditions, employee scheduling, occupational safety and health, family and medical leave, and employee terminations, and has not received written or, to the knowledge of the Company, oral notice that there is any pending Action involving unfair labor practices against an Acquired Company, (ii) is not liable for any material past due wages, material past due salaries, material past due commissions, material past due bonuses or other material past due compensation (including material past due overtime compensation), any material past due severence obligations (whether or not contingent) or any material penalty for failure to comply with any of the foregoing, and (iii) is not liable for any material payment to any Governmental Authority with respect to unemployment compensation benefits, social security or other benefits or obligations for employees, independent contractors or consultants (other than routine payments to be made in the ordinary course of business and consistent with past practice).

(d) Except as set forth on Section 3.11(d) of the Company Disclosure Schedule, no employee is a party to a written employment Contract (which, for the avoidance of doubt, does not include at-will offer letters) with an Acquired Company and each is employed "at will". As of the date hereof, except as set forth on Section 3.11(d) of the Company Disclosure Schedule, each employee of an Acquired Company has entered into the Company's standard form of employee non-disclosure, inventions and restrictive covenants agreement or an agreement containing similar obligations.

(e) Section 3.11(e) of the Company Disclosure Schedule contains a list as of the date hereof of all independent contractors (including consultants) currently engaged by an Acquired Company which were paid for the fiscal year ended December 31, 2017 or during the 2018 calendar year through the Most Recent Balance Sheet Date at least $100,000, or which are required to be paid pursuant to the terms of their engagement at least $100,000 per year.

3.12 Compliance; Permits.

(a) The Company and each of its Subsidiaries is, and for the past five (5) years has been, conducting its business and operations, and otherwise is, and has for the past five (5) years been, in compliance in all material respects with all applicable Laws and Material Permits. Neither the Company nor its Subsidiaries have received any written or, to the knowledge of the Company, oral communication from any Governmental Authority in the past five (5) years alleging noncompliance in any material respect with any applicable Law.

(b) The Company and each of its Subsidiaries (and their respective employees who are legally required to be licensed by a Governmental Authority in order to perform his or her duties with respect to his or her employment with any Acquired Company), owns or holds all material Permits necessary to, in each case in all material respects, lawfully conduct its business as presently conducted and as currently contemplated to be conducted, and to own, lease and operate its assets and properties (the "Material Permits"). Section 3.12(b) of the Company Disclosure Schedule sets forth a correct and complete list of each Material Permit. All of the Material Permits are in full force and effect, and no suspension or cancellation of any of the Material Permits is pending or, to the Company's knowledge, threatened. Neither the Company nor any of its Subsidiaries is in material default or material violation (and no event has occurred that, with notice or the lapse of time or both, would constitute a material default or material violation) of any term, condition or provision of any of its Material Permits.

(c) Section 3.12(c) of the Company Disclosure Schedule sets forth the applicable registrations of the Company and each of its Subsidiaries with the Card Associations and NACHA. The Company and each of its Subsidiaries is, and for the past five (5) years has been, in compliance in all material respects with the applicable rules of the Card Associations and NACHA. To the knowledge of the Company, there is currently no (and since January 1, 2014 there has not been any) material investigation, proceeding or disciplinary action pending or threatened in writing against the Company or any of its Subsidiaries by a Card Association or NACHA.

(d) Since January 1, 2014, to the knowledge of the Company, there has not been any unauthorized access, unauthorized acquisition, unauthorized disclosure or theft of Sensitive Data from the Company or any of its Subsidiaries that occurred while such Sensitive Data was in the possession or control of the Company or any of its Subsidiaries, nor to the knowledge of the Company, has any Acquired Company received any written complaint relating to an improper use or disclosure of, or a breach in the security of, any such information or data, except in each case, as has not had and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect. Each Acquired Company is, and for the past five (5) years has been, in compliance in all material respects with all applicable Contract requirements relating to privacy, personal data protection, and the collection, processing and use of personal information and its own privacy policies and guidelines, except as has not had and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect.

3.13 Legal Proceedings. Except as set forth on Section 3.13 of the Company Disclosure Schedule, there currently is no Action pending or, to the knowledge of the Company, threatened in writing against the Company or any of its Subsidiaries (and no Action has been brought or, to the Company's knowledge, threatened since January 1, 2014), and no notice of any Action involving or relating to the Company or any of its Subsidiaries, whether pending or threatened, has been received by the Company or any of its Subsidiaries, in each case, except as has not had and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect. There are no Orders pending now or rendered by a Governmental Authority since January 1, 2014 against the Company or any of its Subsidiaries that have had or would reasonably be likely to have, individually or in the aggregate, a Material Adverse Effect.

3.14 Contracts and Commitments.

(a) Section 3.14(a) of the Company Disclosure Schedule sets forth a correct and complete list of the following Contracts to which the Company or any of its Subsidiaries is a party or otherwise bound (the Contracts required to be set forth in Section 3.14(a) of the Company Disclosure Schedule collectively, the "Material Contracts"):

(i) each Contract with a Top Merchant or Top Vendor;

(ii) other than merchant agreements entered into in the ordinary course of business, each Contract that involved the expenditure or receipt by the Company and its Subsidiaries of more than $500,000 in the aggregate during the twelve-month period ending on December 31, 2017 or is reasonably expected to involve the expenditure or receipt by the Company and its Subsidiaries of more than $500,000 in the aggregate in the twelve-month period ending December 31, 2018;

(iii) each Contract with any Related Party (other than (A) offer letters for employment on an at-will basis, (B) customary confidentiality, assignment of inventions and/or noncompetition or other similar arrangements and (C) Company Benefit Plans and Company Benefit Arrangements);

(iv) each Contract evidencing Company Indebtedness, including any loan or credit agreement, security agreement, guaranty, indenture, mortgage, pledge, conditional sale or title retention agreement, equipment obligation or lease purchase agreement;

(v) each Real Property Lease;

(vi) each Contract with any Card Association or NACHA and/or each Contract with a member of a Card Association enabling the Company's or any of its Subsidiaries' participation in such Card Association or NACHA;

(vii) each material license or other material Contract pursuant to which the Company or any of its Subsidiaries grants or receives rights in or to use any material Intellectual Property, but excluding (A) "shrink wrap," "click wrap," and "off the shelf" software agreements and other agreements for software commercially available on reasonable terms to the public generally with license, maintenance, support and other fees of less than $25,000 per year, (B) non-exclusive licenses granted to Merchants or other customers of the Company or any of its Subsidiaries in the ordinary course of business and (C) referral agreements and reseller agreements in the ordinary course of business;

(viii) each Contract for the (A) disposition (whether by merger, consolidation, sale of equity or assets or otherwise) of any significant portion of the assets or business of the Company and its Subsidiaries, taken as a whole, (B) acquisition of any significant portion of the assets or business or any Equity Interests (whether by merger, consolidation, purchase of equity or assets or otherwise) of any other Person (other than in the ordinary course of business), or (C) acquisition of Equity Interests of any Acquired Company (other than by the Company or its Subsidiaries, and excluding Company Profits Units granted in the ordinary course), in each case, entered into since January 1, 2014;

(ix) each Contract that, by its terms, prohibits the Company or any of its Subsidiaries from (A) entering into any line of business, or from freely providing services or supplying products to any customer or potential customer, or in any territory or (B) purchasing or acquiring an interest in any other Person;

(x) each Contract in which the Company or any of its Subsidiaries has granted "most favored nation" pricing provisions or exclusive marketing or distribution rights relating to any service, product or territory or has agreed to purchase or otherwise obtain any material product or service exclusively from a single party or sell any material product or service exclusively to a single party;

(xi) each Contract concerning the establishment or operation of a partnership, joint venture, profit sharing or similar enterprise (other than referral agreements and reseller agreements in the ordinary course of business);

(xii) each Contract that is an exchange traded, over the counter or other swap, cap, floor, collar, futures contract, forward contract, option or other derivative financial instrument or Contract, based on any commodity, security, instrument, asset, rate or index of any kind or nature whatsoever, whether tangible or intangible, including currencies, interest rates, foreign currency and indices;

(xiii) each Contract entered into in connection with a material settlement under which any Acquired Company has material outstanding obligations; or

(xiv) will be required to be filed with the Registration Statement under applicable SEC requirements or would otherwise be required to be filed by the Company as an exhibit for a Form S-1 pursuant to Items 601(b)(1), (2), (4), (9) or (10) of Regulation S-K under the Securities Act as if the Company was the registrant.

(b) Except as has not had and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect: (i) each Material Contract is in full force and effect and is a legal, valid, binding and enforceable obligation of the Company or its applicable Subsidiary and, to the knowledge of the Company, each other party thereto (subject in each case to the Enforcement Exceptions); (ii) neither the Company, any of its Subsidiaries nor, to the knowledge of the Company, any other party to any Material Contract, is in material violation, material breach or material default under, any Material Contract, and, to the knowledge of the Company, there exists no condition or event which, after notice, lapse of time or both, would constitute any such violation, breach or default; (iii) neither the Company nor any of its Subsidiaries has received written notice of default or termination under any Material Contract; and (iv) as of the date hereof, neither the Company nor its Subsidiaries have waived any material rights under any Material Contract.

3.15 Intellectual Property.

(a) Company Registrations. Section 3.15(a) of the Company Disclosure Schedule sets forth a correct and complete list of all Intellectual Property registrations and applications that are registered or filed in the name of the Company or any of its Subsidiaries in any jurisdiction, alone or jointly with others (collectively, "Registered Company IP"), specifying as to each item, as applicable: (i) the nature of the item, including the title, (ii) the owner of the item, (iii) the jurisdictions in which the item is issued or registered or in which an application for issuance or registration has been filed and (iv) the issuance, registration or application numbers and dates. To the knowledge of the Company, all such registrations for Registered Company IP are valid and enforceable. All Registered Company IP is owned exclusively by the Company or its Subsidiaries without obligation to pay royalties, licensing fees or other fees, or otherwise account to any third party with respect to such Registered Company IP, and the Company or its Subsidiaries has recorded any necessary assignments of all Registered Company IP.

(b) Ownership and Rights. Each item of material Intellectual Property owned by the Company or its Subsidiaries is, and following the Closing, will be, owned by the Company or its relevant Subsidiary, as applicable, on substantially identical terms and conditions as it was immediately prior to the Closing without restriction and without payment of any kind to any third party (other than amounts that would have been payable by the Company even if the Transactions did not occur). The Company or a Subsidiary thereof is the owner of all right, title and interest in, to and under their material proprietary Intellectual Property, free and clear of any Liens (except Permitted Liens).

(c) Protection Measures. The Company and each of its Subsidiaries has taken commercially reasonable measures to protect the proprietary nature of each item of its material proprietary Intellectual Property, and to maintain in confidence all trade secrets and confidential information comprising a part thereof. To the knowledge of the Company, there has been no material violation of the policies or practices of the Company or its Subsidiaries related to protection of Intellectual Property owned, licensed or used by the Company or its Subsidiaries or any confidentiality or nondisclosure Contract relating to the Intellectual Property owned by the Company or any of its Subsidiaries.

(d) Infringement. Except as would not, individually or in the aggregate, reasonably be likely to have a Material Adverse Effect, the conduct of the respective businesses of the Company and its Subsidiaries does not currently infringe, misappropriate or violate, and has not in the past three (3) years infringed, misappropriated or violated, any Intellectual Property of any other Person. To the knowledge of the Company, no Person is, or in the past three (3) years has been, infringing, violating or misappropriating any material Intellectual Property owned by the Company or its Subsidiaries in any material respect.

(e) Authorship. All employees and independent contractors of the Company or any of its Subsidiaries that were or are involved in the creation, development, design or modification of any material proprietary Intellectual Property of the Company or any of its Subsidiaries have entered into valid and binding written agreements expressly assigning to the Company or such Subsidiary all right, title and interest in and to the same that does not initially vest in the Company or its Subsidiaries by operation of law. No Acquired Company has received any written or, to the knowledge of the Company, oral notice or claim asserting that any material infringement, misappropriation, violation, dilution or unauthorized use of the Intellectual Property of any other Person is or may be occurring or has or may have occurred, as a consequence of the conduct of the business of any Acquired Company, nor to the knowledge of the Company is there a reasonable basis therefor. There are no Orders to which any Acquired Company is a party or is otherwise bound that restrict the rights of an Acquired Company to use, transfer, license or enforce any Intellectual Property owned by an Acquired Company.

(f) Open Source. Except as set forth on Section 3.15(f) of the Company Disclosure Schedule, neither the Company nor any of its Subsidiaries distributes or otherwise uses any open source or similar software in a manner that would obligate the Company or any of its Subsidiaries to disclose, license, make available or distribute any of its material proprietary source code as a condition of such distribution or use.

3.16 Insurance.

(a) Section 3.16(a) of the Company Disclosure Schedule sets forth a correct and complete list (by policy number, insurer, coverage period, coverage amount, annual premium and type of policy) of each material insurance policy carried by the Company or any of its Subsidiaries. The Company has delivered to Parent complete and correct copies of all such insurance policies. With respect to each such material insurance policy, except as would not be materially adverse to the Company and its Subsidiaries, taken as a whole: (i) such policy is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all premiums due and payable under all such insurance policy have been timely paid and (iii) neither the Company nor any of its Subsidiaries is in material violation, breach or default, and no event has occurred which, after notice or the lapse of time or both, would constitute a material violation, breach or default or permit termination, revocation or modification under such policy. No Acquired Company has any self-insurance or co-insurance programs.

(b) Section 3.16(b) of the Company Disclosure Schedule identifies each individual insurance claim in excess of $100,000 made by an Acquired Company since January 1, 2016. To the knowledge of the Company, (i) no such claim has been denied by the applicable insurer and (ii) each Acquired Company has reported to its insurers all claims and pending circumstances that would reasonably be expected to result in a claim, in each case except where such failure to report such a claim has not been and would not be reasonably likely to be, individually or in the aggregate, material to the Acquired Companies taken as a whole.

3.17 Top Merchants and Vendors.

(a) Section 3.17(a) of the Company Disclosure Schedule sets forth a correct and complete list of (i) the twenty-five (25) largest Merchants by transaction processing dollar volume of the Company and its Subsidiaries, taken as a whole, during the twelve (12)-month period ended on the Most Recent Balance Sheet Date (each, a "Top Merchant" and, collectively, the "Top Merchants"), and (ii) the ten (10) largest vendors by total amounts paid by the Company and its Subsidiaries, taken as a whole, during the twelve (12)-month period ended on the Most Recent Balance Sheet Date (each, a "Top Vendor" and, collectively, the "Top Vendors").

(b) Except as, individually or in the aggregate, has not been and would not reasonably be expected to be material to the Acquired Companies, taken as a whole, since the Most Recent Balance Sheet Date, no Top Merchant or Top Vendor has (i) stopped, or indicated in writing an intention to stop, receiving services from or providing goods or services to the Company and its Subsidiaries; (ii) reduced in any material respect, or indicated in writing an intention to reduce in any material respect, receipt of services from or provision of goods or services to the Company and its Subsidiaries; (iii) changed in any material respect, or indicated in writing an intention to change in any material respect, the material terms and conditions on which it receives services from or provides goods or services to the Company and its Subsidiaries; (iv) refused to pay any material amount due to the Company or its Subsidiaries; or (v) within the past three (3) years been engaged in any material dispute (which, for the avoidance of doubt, shall not include any ordinary-course negotiation with any Top Merchant or Top Vendor) with the Company or its Subsidiaries. The Acquired Companies do not currently intend to terminate their relationships with any Top Merchant.

3.18 Environmental Matters. Except as has not had and would not reasonably be likely to have a Material Adverse Effect:

(a) Each Acquired Company is and has been in compliance with all applicable Environmental Laws, including obtaining, maintaining in good standing, and complying with all Permits required for its business and operations by Environmental Laws ("Environmental Permits"), no Action is pending or, to the Company's knowledge, threatened to revoke, modify, or terminate any such Environmental Permit.

(b) No Acquired Company is the subject of any outstanding Order with any Governmental Authority in respect of any (i) Environmental Laws, (ii) Remedial Action, or (iii) Release or threatened Release of a Hazardous Material. No Acquired Company has assumed, contractually or, to the Company's knowledge, by operation of Law, any Liabilities under any Environmental Laws.

(c) No Action is pending, or to the Company's knowledge, threatened against any Acquired Company alleging that an Acquired Company may be in violation of any Environmental Law or Environmental Permit or may have any Liability under any Environmental Law.

(d) No Acquired Company has manufactured, treated, stored, disposed of, arranged for or permitted the disposal of, generated, handled or Released any Hazardous Material, or owned or operated any property or facility, in a manner that has given or would reasonably be expected to give rise to any Liability under applicable Environmental Laws.

3.19 Transactions with Related Parties. Except (a) as set forth on Section 3.19 of the Company Disclosure Schedule, (b) as set forth in this Agreement or the Transaction Documents or (c) ordinary-course Contracts incident to employment by or service as a director or officer of an Acquired Company (including, for the avoidance of doubt, any Company Benefit Plan or Company Benefit Arrangement), no Acquired Company nor any of its Affiliates, nor any executive officer or director of an Acquired Company or any of its Affiliates, nor any immediate family member of any of the foregoing (or any of their respective Affiliates) (each of the foregoing, a "Related Party") is presently, or in the past two (2) years has been, a party to any transaction with an Acquired Company, including any Contract or other arrangement (i) providing for the furnishing of services by, (ii) providing for the rental of Real Property or personal property from or (iii) otherwise requiring payments to any Related Party. Except as set forth on Section 3.19 of the Company Disclosure Schedule, no Related Party owns any Real Property or personal property, or right, tangible or intangible (including Intellectual Property), which is material to the business of any Acquired Company.

3.20 Certain Business Practices.

(a) No Acquired Company, nor any of their respective Representatives acting on their behalf, in their capacity as such, has in the last five (5) years (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity or (ii) made any unlawful payment to foreign or domestic government officials or employees, to foreign or domestic political parties or campaigns or violated any provision of the Foreign Corrupt Practices Act of 1977. No Acquired Company, nor any of their respective Representatives acting on their behalf, in their capacity as such, has given or agreed to give any unlawful gift or similar unlawful benefit in any material amount to any customer, supplier, governmental employee or other Person who is or may be in a position to help or hinder any Acquired Company or assist any Acquired Company in connection with any actual or proposed transaction.

(b) The operations of each Acquired Company are and have in the last five (5) years been conducted in compliance with anti money-laundering statutes in all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any relevant Governmental Authority, and no Action involving an Acquired Company with respect to the any of the foregoing is pending or, to the knowledge of the Company, threatened.

(c) No Acquired Company or any of their respective directors or officers, or, to the knowledge of the Company, any other Representative acting on behalf of an Acquired Company is currently identified on the Specially Designated Nationals and Blocked Persons List ("SDN List") or other blocked persons list or otherwise the target of U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"), and no Acquired Company has, to the knowledge of the Company, in the last five (5) years, loaned, contributed or otherwise made available funds to any Subsidiary, joint venture partner or other Person, in connection with any sales or operations in any country or territory which is the target of countrywide economic sanctions administered by OFAC (currently the Crimea region of Ukraine, Cuba, Iran, North Korea or Syria) or for the purpose of financing the activities of any Person included on the SDN List administered by OFAC.

3.21 Investment Company Act. No Acquired Company is an "investment company" or a Person directly or indirectly "controlled" by or acting on behalf of an "investment company", in each case within the meaning of the Investment Company Act of 1940, as amended.

3.22 Brokers and Agents. Other than Financial Technology Partners LP, FTP Securities LLC and Credit Suisse Securities (USA) LLC, no broker or finder has acted for the Company or any of its Subsidiaries in connection with this Agreement, the Transaction Documents or the Transactions, and no broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements or understandings made by or on behalf of the Company or any of its Subsidiaries.

3.23 Due Diligence Investigation. The Company has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) of assets of the Acquiror Companies, and acknowledge that it has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of the Acquiror Companies for such purpose. The Company acknowledges and agrees that: (i) in making its decision to enter into this Agreement and to consummate the Transactions, the Company has relied solely upon its own investigation and the express representations and warranties of Parent and Merger Sub set forth in ARTICLE IV of this Agreement (including the related portions of the Parent Disclosure Schedule) or as expressly set forth in any Transaction Document; and (ii) none of the Acquiror Companies or any other Person has made any representation or warranty as to the Acquiror Companies or this Agreement, except as expressly set forth in ARTICLE IV of this Agreement (including the related portions of the Parent Disclosure Schedule) or as may expressly be set forth in the Transaction Documents. The Company has entered into the Transactions with the understanding, acknowledgement and agreement that except as expressly set forth in ARTICLE IV of this Agreement (including the related portions of the Parent Disclosure Schedule) no representations or warranties, express or implied, are made with respect to future prospects (financial or otherwise) of the Acquiror Companies.

3.24 No Other Company Representations or Warranties. Except for the specific representations and warranties expressly set forth in this ARTICLE III (as qualified by the Company Disclosure Schedule) or expressly set forth in a Transaction Document, neither the Company nor any of its Representatives makes any other representation or warranty, either written or oral, express or implied, with respect to the Acquired Companies, any of their respective businesses, financial projections, assets, liabilities or operations, or the Transactions, and the Company disclaims any other representations or warranties, whether made by an Acquired Company or any of its Representatives. Except for the specific representations and warranties contained in this ARTICLE III (as qualified by the Company Disclosure Schedule) or expressly set forth in a Transaction Document, the Company hereby disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to Parent or its Representatives (including any opinion, information, projection or advice that may have been or may be provided to Parent by any Representative of an Acquired Company). The Company makes no representations or warranties to Parent regarding (i) merchantability or fitness for any particular purpose or (ii) the future success or profitability of the Acquired Companies. Notwithstanding the foregoing, nothing contained in this Agreement shall operate as a waiver of a Fraud Claim.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

4.1 Matters Relating to Parent. Each of Parent and Merger Sub makes the following representations and warranties to the Company as of the date of this Agreement and as of the Closing, except as disclosed by Parent in (i) the written Parent Disclosure Schedule provided to the Company dated the date of this Agreement (the "Parent Disclosure Schedule"), which shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in this ARTICLE IV and (ii) the SEC Reports that were available at least one Business Day prior to the date hereof on the SEC's website through EDGAR (other than disclosures in the "Risk Factors" or "Cautionary Note Regarding Forward-Looking Statements" sections of such reports and other disclosures that are generally cautionary, predictive or forward-looking in nature). The disclosure in any section or subsection of the Parent Disclosure Schedule corresponding to any section or subsection of this ARTICLE IV shall qualify other sections and subsections in this ARTICLE IV so long as its relevance to such other section or subsection of this ARTICLE IV is reasonably clear on the face of the information disclosed therein.

4.2 Due Organization. Parent is a Cayman Islands exempted company duly organized, validly existing and in good standing under the Laws of the Cayman Islands. Parent has full corporate power and authority necessary to carry on the businesses in which it is engaged and to own and use the properties owned and used by it. Section 4.2 of the Parent Disclosure Schedule lists for each of Parent and its Subsidiaries all jurisdictions in which it is qualified to conduct business and all names other than its legal name under which it does business. Parent has provided to the Company accurate and complete copies of the Organizational Documents of Parent and each of its Subsidiaries, each as amended to date and as currently in effect. Each of Parent and its Subsidiaries are not in violation of any provision of their respective Organizational Documents in any material respect.

4.3 Authorization; No Conflict.

(a) Each of Parent and Merger Sub have full corporate and limited liability company, respectively, power and, upon receipt of the Parent Equity Holders' Approval, authority to enter into this Agreement and the Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery by each of Parent and Merger Sub of this Agreement and the Transaction Documents to which it is a party, the performance by each of Parent and Merger Sub of its obligations hereunder and thereunder and the consummation by each of Parent and Merger Sub of the Transactions have been duly and validly authorized by all requisite corporate and limited liability company action on the part of each of Parent and Merger Sub, subject only to the receipt of the Parent Equity Holders' Approval. This Agreement has been duly and validly executed and delivered by each of Parent and Merger Sub, and (assuming due authorization, execution and delivery by any other applicable parties thereto) constitutes, or upon such delivery constitutes, a legal, valid and binding obligation of each of Parent and Merger Sub enforceable against each of Parent and Merger Sub in accordance with its terms, subject to the Enforcement Exceptions.

(b) Assuming the Parent Equity Holders' Approval is obtained and the effectiveness of the Domestication, and except for applicable requirements under the HSR Act, the execution, delivery and performance of this Agreement and the Transaction Documents by Parent and Merger Sub and the consummation of the Transactions, do not and will not, with or without notice, lapse of time or both: (i) conflict with or result in a breach or violation of the Organizational Documents of Parent or any of its Subsidiaries; (ii) except for applicable requirements, if any, of the Securities Act, the Exchange Act, and state securities laws, require any consent, waiver, approval, declaration or authorization of, or notice to or filing with, any Governmental Authority; or (iii) violate, conflict with, result in a breach or default under (with notice or lapse of time or both), result in, or give any Person a right of, termination, cancellation, acceleration, suspension, modification or revocation under, give rise to any obligation to make payments or provide compensation under, result in the creation of any Lien upon any of the properties or assets of an Acquiror Company under, give any Person the right to exercise any remedy, claim a rebate, chargeback, penalty or change in delivery schedule, accelerate the maturity or performance under, or require any consent, waiver, approval, notice, filing, declaration or authorization under, any Material Parent Contract or Permit reasonably necessary to lawfully conduct the business of Parent as presently conducted in all material respects, except, with respect to the foregoing clauses (ii) and (iii), as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

4.4 Capitalization.

(a) As of the date of this Agreement (and, prior to giving effect to the consummation of the transactions contemplated by any Additional Equity Financing (in accordance with the terms of Section 5.16(k)) or the Redemption, as of the Closing), the authorized capital stock of Parent consists of 200,000,000 Class A ordinary shares ("Parent Class A Shares"), of which 25,800,000 are outstanding, 20,000,000 Class B ordinary shares ("Parent Class B Shares" and, together with the Parent Class A Shares, the "Parent Common Stock"), of which 6,450,000 are outstanding, and 1,000,000 preferred shares ("Parent Preferred Shares"), none of which are outstanding. All outstanding shares of Parent Common Stock have been duly authorized and validly issued, are fully paid and nonassessable and were not issued in violation of (or subject to) any preemptive rights (including any preemptive rights set forth in the Organizational Documents of Parent), rights of first refusal or similar rights. As of the date hereof (and, prior to giving effect to the consummation of the transactions contemplated by any Additional Equity Financing (in accordance with the terms of Section 5.16(k)), as of the Closing), Parent has issued 34,630,000 warrants ("Parent Warrants"), each such Parent Warrant entitling the holder thereof to purchase one Parent Class A Share. Other than the Parent Warrants, there are no options, warrants, equity securities, calls, rights, commitments or agreements to which Parent is a party or by which Parent is bound obligating Parent to issue, exchange, transfer, deliver or sell, or cause to be issued, exchanged, transferred, delivered or sold, additional shares of Parent Common Stock or other Equity Interests of Parent or any security or rights convertible into or exchangeable or exercisable for any shares of Parent Common Stock or other Equity Interests of Parent, or obligating Parent to enter into any commitment or agreement containing such obligation. Except for the Parent Warrants or as described in this Section 4.4(a) or in Section 4.4(a) of the Parent Disclosure Schedule, there are no Equity Interests of Parent, or any security exchangeable into or exercisable for such Equity Interests, issued, reserved for issuance or outstanding. There are no outstanding or authorized equity appreciation, phantom equity or similar rights with respect to Parent. As a result of the consummation of the Transactions, except as expressly contemplated by this Agreement, the Transaction Documents, the Organizational Documents of Parent, and the Additional Equity Financing (in accordance with the terms of Section 5.16(k)), no Equity Interests of Parent are issuable.

(b) All of the outstanding securities of Parent have been granted, offered, sold and issued in material compliance with all applicable securities Laws. Except for the Letter Agreement and as set forth in the Organizational Documents of Parent, there are no voting trusts, proxies, shareholder agreements or any other agreements or understandings with respect to the voting of the Equity Interests of Parent. Except as set forth in the Organizational Documents of Parent, as applicable, there are no outstanding contractual obligations of Parent to repurchase, redeem or otherwise acquire any equity interests or securities of Parent, nor has Parent granted any registration rights to any Person with respect to any Equity Interests of Parent (other than pursuant to the Existing Registration Rights Agreement or, as permitted pursuant to Section 5.16(k), any Additional Equity Financing).

(c) Other than its ownership of Merger Sub, Parent does not own any capital stock, securities convertible into capital stock or any other Equity Interest in any Person, nor is Parent a participant in any joint venture, partnership, limited liability company, trust, association or other non-corporate entity. There are no outstanding contractual obligations of Parent to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person.

(d) The outstanding equity interests of Merger Sub consists of 1,000 limited liability company membership units of Merger Sub. All outstanding limited liability company interests of Merger Sub are owned by Parent, have been duly authorized and validly issued, are fully paid and nonassessable and were not issued in violation of (or subject to) any preemptive rights (including any preemptive rights set forth in the Organizational Documents of Merger Sub), rights of first refusal or similar rights and are owned free and clear of any Liens other than those imposed under the Merger Sub's Organizational Documents or applicable securities Laws. There are no options, warrants, equity securities, calls, rights, commitments or agreements to which Merger Sub or any other Subsidiary of Parent is a party or by which Merger Sub or any other Subsidiary of Parent is bound obligating Merger Sub or such Subsidiary to issue, exchange, transfer, deliver or sell, or cause to be issued, exchanged, transferred, delivered or sold, additional limited liability company interests or other Equity Interests of Merger Sub or any other Subsidiary of Parent or any security or rights convertible into or exchangeable or exercisable for any such limited liability company interests or other Equity Interests of Merger Sub or any other Subsidiary of Parent, or obligating Merger Sub or any other Subsidiary of Parent to enter into any commitment or agreement containing such obligation. Except as described in this Section 4.4(c), there are no Equity Interests of Merger Sub, or any security exchangeable into or exercisable for such Equity Interests, issued, reserved for issuance or outstanding. There are no outstanding or authorized equity appreciation, phantom equity or similar rights with respect to Merger Sub. As a result of the consummation of the Transactions, except as expressly contemplated by this Agreement and the Transaction Documents, no Equity Interests of Merger Sub or any other Subsidiary of Parent are issuable.

(e) All of the outstanding securities of Merger Sub have been granted, offered, sold and issued in material compliance with all applicable securities Laws. There are no voting trusts, proxies, shareholder agreements or any other agreements or understandings with respect to the voting of the Equity Interests of Merger Sub or any other Subsidiary of Parent. There are no outstanding contractual obligations of Merger Sub or any other Subsidiary of Parent to repurchase, redeem or otherwise acquire any equity interests or securities of Merger Sub or any other Subsidiary of Parent, nor has Merger Sub or any other Subsidiary of Parent granted any registration rights to any Person with respect to any Equity Interests of Merger Sub or any other Subsidiary of Parent.

(f) Neither Merger Sub nor any other Subsidiary of Parent owns any capital stock, securities convertible into capital stock or any other Equity Interest in any Person, nor is Merger Sub or any other Subsidiary of Parent a participant in any joint venture, partnership, limited liability company, trust, association or other non-corporate entity. There are no outstanding contractual obligations of Merger Sub or any other Subsidiary of Parent to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person.

4.5 Merger Sub.

(a) Merger Sub is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware.

(b) Merger Sub was formed for the purpose of engaging in the Transactions, and Merger Sub has not engaged in any other business or activities.

(c) At the Effective Time, Merger Sub will not have any assets, liabilities or obligations of any nature or any tax attributes other than (i) those set forth under its Organizational Documents (including its costs of formation), and (ii) pursuant to this Agreement, the Transaction Documents, the Debt Commitment Letter and the Transactions.

4.6 Special Purpose Acquisition Company; Absence of Changes. Since the date of its formation, (a) except for any actions taken in connection with this Agreement, the Transaction Documents, the Debt Commitment Letter or the Transactions, Parent has conducted no business other than the public offering of its securities (and the related private offerings), public reporting and its search for an initial Business Combination as described in the IPO Prospectus, (b) there has not been any Parent Material Adverse Effect and (c) there has not been any event, act or omission that, if such event, act or omission occurred following the execution of this Agreement, would have resulted in a material breach of Section 5.2.

4.7 Taxes.

(a) Parent and each of its Subsidiaries has timely filed (taking into account applicable extensions) all federal, state, local and foreign income Tax Returns and other material Tax Returns that it was required to file, and has paid all Taxes shown thereon as owing. Such Tax Returns are correct and complete in all material respects.

(b) Parent and each of its Subsidiaries has withheld or collected all material Taxes required by Law to have been withheld or collected and, to the extent required, paid over such Taxes to the appropriate Governmental Authorities.

(c) Neither Parent nor any of its Subsidiaries is a party to or bound by any Tax indemnity, Tax sharing, Tax allocation or similar agreement.

(d) No Tax Proceeding relating to any Tax Return of Parent or any of its Subsidiaries by any Governmental Authority is currently in progress or, to the knowledge of Parent, threatened or contemplated. Neither Parent nor any of its Subsidiaries has been informed in writing by any jurisdiction in which Parent or such Subsidiary does not file a Tax Return that the jurisdiction believes that Parent or such Subsidiary was required to file any Tax Return or is subject to Tax in such jurisdiction, which claim has not been fully resolved. Neither Parent nor any of its Subsidiaries has waived any statute of limitations with respect to Taxes or agreed to extend the period for assessment or collection of any Taxes, which waiver or extension is still in effect.

(e) There are no Liens for Taxes upon the assets of Parent or any of its Subsidiaries other than Permitted Liens.

(f) Neither Parent nor any of its Subsidiaries has made any change in accounting method (except as required by a change in Law) or received a ruling from, or entered into a closing agreement with, any Governmental Authority, in each case that would reasonably be expected to result in Parent or its Subsidiaries being required to include a material amount in income for Tax purposes in a taxable period (or portion thereof) beginning after the Closing Date.

(g) Neither Parent nor any of its Subsidiaries has participated in any "listed transaction" as set forth in Treasury Regulation Section 301.6111-2(b)(2).

4.8 Brokers and Agents. Except as set forth on Section 4.8 of the Parent Disclosure Schedule, neither Parent nor any Subsidiary thereof has employed any broker, finder or agent in connection with the Transactions.

4.9 Financing.

(a) Each of Parent and Merger Sub affirms that it is not a condition to the Closing or to any of its other obligations under this Agreement that Parent or Merger Sub obtain financing for or related to any of the Transactions.

(b) Parent has furnished the Company with a true, correct and complete copy of a debt commitment letter, dated as of the date hereof, among SunTrust Bank and SunTrust Robinson Humphrey, Inc. (the "Debt Financing Sources") and all Contracts, fee letters, engagement letters and other arrangements associated therewith (such commitment letter(s) and related term sheets, including all exhibits, schedules and annexes, and each such fee letter, as amended, restated, supplemented or modified from time to time, collectively, the "Debt Commitment Letter"), to provide, subject to the terms and conditions therein, debt financing in the aggregate amount set forth therein for the purpose of funding the Transactions (the "Debt Financing").

(c) As of the date hereof, the Debt Commitment Letter is in full force and effect and has not been withdrawn or terminated or otherwise amended or modified in any respect and, as of the date hereof, to the knowledge of Parent and Merger Sub, no such withdrawal, termination, amendment or modification is contemplated by any Debt Financing Source. The Debt Commitment Letter, in the form so delivered, is the legal, valid and binding obligation of Parent and/or Merger Sub, as applicable, and to the knowledge of Parent, the other parties thereto (subject to the Enforcement Exceptions).

(d) Except as expressly set forth in the Debt Commitment Letter, there are no conditions precedent to the obligation of the Debt Financing Sources to provide the Debt Financing or any contingencies that would (i) impair the validity of the Debt Financing, (ii) reduce the aggregate amount of the Debt Financing, (iii) prevent or delay the consummation of the Transactions, (iv) cause the Debt Commitment Letter to be ineffective or (v) otherwise result in the Debt Financing not being available on a timely basis in order to consummate the Transactions. There are no side letters or other agreements, Contracts or arrangements, whether written or oral (except for the Debt Commitment Letter), relating to the funding or investing, as applicable, of the full amount of the Debt Financing or otherwise affecting the availability of the Debt Financing. As of the date of this Agreement, the Debt Commitment Letter has not been amended, supplemented or modified, and no provision thereof has been waived, no such amendment, restatement, supplement, modification or waiver is contemplated or pending, and the commitments contained in the Debt Commitment Letter have not been withdrawn, terminated or rescinded in any respect, and no such withdrawal, termination or rescission is contemplated. As of the date hereof, (x) to the knowledge of Parent and Merger Sub, no event has occurred which, with or without notice, lapse of time or both, would constitute a breach or default on the part of Parent or Merger Sub under any term or condition of the Debt Commitment Letter and (y) subject to the accurancy of the representations and warranties of the Company set forth in ARTICLE III of this Agreement, neither Parent nor Merger Sub has knowledge of (A) any fact, event or other occurrence that makes any of the representations or warranties of Parent or Merger Sub in the Debt Commitment Letter inaccurate, (B) any actual or potential failure to satisfy any condition precedent or other contingency set forth in the Debt Commitment Letter or (C) any intention of any Debt Financing Source to terminate the Debt Commitment Letter or to not provide all or any portion of the Debt Financing.

(e) Parent and the Merger Sub (both before and after giving effect to any "market flex" provisions contained in the Debt Commitment Letter), subject to the accuracy of the representations and warranties of the Company set forth in ARTICLE III of this Agreement: (i) reasonably believe that they will be able to satisfy on a timely basis each term and condition relating to the closing or funding of the Debt Financing, (ii) have no knowledge of any fact, occurrence, circumstance or condition that would reasonably be expected to (A) cause the Debt Commitment Letter to terminate, to be withdrawn, modified, repudiated or rescinded or to be or become ineffective, (B) cause any of the terms or conditions relating to the closing or funding of any portion of the Debt Financing not to be met or complied with, or (C) otherwise cause the full amount (or any portion) of the funds contemplated to be available under the Debt Commitment Letter to not be available to Parent and the Merger Sub on a timely basis (and in any event as of the Closing Date); and (iii) know of no potential impediment to the funding of any of the payment obligations of Parent or the Merger Sub under this Agreement.

(f) Assuming (i) the Debt Financing is funded in accordance with the Debt Commitment Letter, and (ii) no Public Stockholders elect to have their Parent Class A Shares redeemed in the Redemption, the Debt Financing will provide Parent with cash proceeds on the Closing Date in an amount, together with Parent's cash on hand (including funds in the Trust Account), sufficient to consummate the Transactions on the terms contemplated hereby, including the payment of the Required Amount. Each of Parent and Merger Sub has paid in full any and all commitment fees or other fees or expenses required to be paid pursuant to the terms of the Debt Commitment Letter on or before the date of this Agreement and will pay any and all such fees as they become due.

(g) As of the date hereof, neither Parent, Merger Sub, nor any of their respective Representatives have subjected or agreed to subject the Company or any of its Subsidiaries to bear any expense, pay any commitment or other fee, enter into any definitive agreement, incur any other Liability, make any other payment or agree to provide any indemnity in connection with the Debt Financing or any Additional Equity Financing, other than such expenses, commitments, fees, Liabilities or indemnities which (i) are contingent upon and subject to the consummation of the Closing and (ii)(x) are set forth in the Debt Commitment Letter as of the date hereof or on Schedule 4.9(g), (y) have been agreed to as an expense of the Company in writing by the Company and the Company Sponsor or (z) constitute Parent Expenses (as defined in the Parent Sponsor Letter) under the Parent Sponsor Letter.

4.10 Legal Proceedings. There is no Action pending or, to the knowledge of Parent, threatened in writing against Parent or any of its Subsidiaries (and no Action has been brought or, to Parent's knowledge, threatened since the date of Parent's formation), and no notice of any Action involving or relating to Parent or any of its Subsidiaries, whether pending or threatened, has been received by Parent or any of its Subsidiaries, in each case to the extent such Action would be reasonably likely to have a Parent Material Adverse Effect. There are no Orders pending now or rendered by a Governmental Authority since the date of Parent's formation against Parent or any of its Subsidiaries that would be reasonably likely to have a Parent Material Adverse Effect.

4.11 Compliance; Permits. Parent and each of its Subsidiaries is, and since the date of such its respective date of formation has been, conducting its business and operations, and otherwise is, and has since the date of its respective date of formation has been, in compliance in all material respects with all applicable Laws and Permits reasonably necessary to lawfully conduct the business of Parent. Since its formation, Parent has not received any written communication from any Governmental Authority alleging noncompliance in any material respect with any applicable Law or Permit.

4.12 SEC Filings and Parent Financials.

(a) Parent, since the IPO, has timely filed all forms, reports, schedules, statements, registration statements, prospectuses and other documents required to be filed or furnished by Parent with the SEC under the Securities Act and/or the Exchange Act, together with any amendments, restatements or supplements thereto. Except to the extent available on the SEC's website through EDGAR, Parent has delivered to the Company copies in the form filed with the SEC of all of the following: (i) Parent's annual reports on Form 10-K for each fiscal year of Parent beginning with the first year Parent was required to file such a form, (ii) Parent's quarterly reports on Form 10-Q for each fiscal quarter that Parent filed such reports to disclose its quarterly financial results in each of the fiscal years of Parent referred to in clause (i) above, (iii) all other forms, reports, registration statements, prospectuses and other documents (other than preliminary materials) filed by Parent with the SEC since the beginning of the first fiscal year referred to in clause (i) above (the forms, reports, registration statements, prospectuses and other documents referred to in clauses (i) and (ii) above and this clause (iii), whether or not available through EDGAR, collectively, the "SEC Reports") and (iv) all certifications and statements required by (A) Rules 13a-14 or 15d-14 under the Exchange Act, and (B) 18 U.S.C. §1350 (Section 906 of SOX) with respect to any report referred to in clause (i) above (collectively, the "Public Certifications"). The SEC Reports (x) were prepared in all material respects in accordance with the requirements of the Securities Act and the Exchange Act, as the case may be, and the rules and regulations thereunder and (y) did not, as of their respective effective dates (in the case of SEC Reports that are registration statements filed pursuant to the requirements of the Securities Act) and at the time they were filed with the SEC (in the case of all other SEC Reports) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. As of the date hereof, there are no material outstanding or unresolved comments in comment letters from the SEC staff with respect to Parent or the SEC Reports. As of the date hereof, (i) none of the SEC Reports is the subject of ongoing SEC review or outstanding SEC comments and (ii) neither the SEC nor any other Governmental Authority is conducting any investigation or review of any SEC Report. The Public Certifications are each true as of their respective dates of filing. As used in this Section 4.12, the term "file" shall be broadly construed to include any manner permitted by SEC rules and regulations in which a document or information is furnished, supplied or otherwise made available to the SEC.

(b) The financial statements and notes of Parent contained or incorporated by reference in the SEC Reports (the "Parent Financials"), fairly present in all material respects the financial position and the results of operations, changes in shareholders' equity, and cash flows of Parent at the respective dates of and, for the periods referred to in such financial statements, all in accordance with (i) GAAP methodologies applied on a consistent basis throughout the periods involved and (ii) Regulation S-X or Regulation S-K, as applicable (except as may be indicated in the notes thereto and for the omission of notes and audit adjustments in the case of unaudited quarterly financial statements to the extent permitted by Regulation S-X or Regulation S-K, as applicable).

(c) Parent has established and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 and paragraph (e) of Rule 15d-15 under the Exchange Act) as required by Rules 13a-15 and 15d-15 under the Exchange Act. Parent's disclosure controls and procedures are designed to ensure that all information (both financial and non-financial) required to be disclosed by Parent in the reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to Parent's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. Parent's management has completed an assessment of the effectiveness of Parent's disclosure controls and procedures and, to the extent required by applicable Law, presented in any applicable SEC Report, or any amendment thereto, its conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by such report or amendment based on such evaluation. Based on Parent's management's most recently completed evaluation of Parent's internal control over financial reporting, (i) Parent had no significant deficiencies or material weaknesses in the design or operation of its internal control over financial reporting that would reasonably be expected to adversely affect Parent's ability to record, process, summarize and report financial information and (ii) Parent does not have knowledge of any fraud, whether or not material, that involves management or other employees who have a significant role in Parent's internal control over financial reporting.

(d) Except as and to the extent reflected or reserved against in the Parent Financials, Parent has not incurred any Liabilities or obligations of the type required to be reflected on a balance sheet in accordance with GAAP that are not adequately reflected or reserved on or provided for in the Parent Financials, other than Liabilities of the type required to be reflected on a balance sheet in accordance with GAAP that have been incurred since Parent's formation in the ordinary course of business.

(e) There are no outstanding loans or other extensions of credit made by Parent to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of Parent other than advancements of expenses in the ordinary course less than $50,000 individually or $100,000 in the aggregate. Parent has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

4.13 Nasdaq. As of the date of this Agreement, the Parent Public Units, the Parent Class A Shares and the Parent Warrants that were included as part of the Parent Public Units (the "Parent Public Warrants") are listed on Nasdaq under the symbols "TBRU", "TBRG" and "TBRGW", respectively. As of the date of this Agreement, Parent is in compliance in all material respects with the applicable corporate governance requirements of Nasdaq for continued listing of Parent Public Units, Parent Class A Shares and Parent Public Warrants thereon and there is no action or proceeding pending or, to Parent's knowledge, threatened against Parent by Nasdaq or the Financial Industry Regulatory Authority to prohibit or terminate the listing of the Parent Public Units, Parent Class A Shares or Parent Public Warrants on Nasdaq.

4.14 Board Recommendation. Each of the board of directors of Parent (including any required committee or subgroup of the board of directors of Parent) and the managing member of Merger Sub has, as of the date of this Agreement, unanimously determined that (i) the consummation of the Transactions (including, without limitation, the Merger and the Domestication) is in the best interest of the stockholders of Parent and the equity holders of Merger Sub and (ii) the fair market value of the Company is equal to at least 80% of the balance in the Trust Account.

4.15 Trust Account. Parent has made available to the Company a true, correct and complete copy of the fully executed Investment Management Trust Agreement (the "Trust Agreement"), dated as of June 18, 2018, by and between Parent and Continental Stock Transfer & Trust Company, a New York corporation (the "Trustee"). As of the date of this Agreement, Parent has at least $261,860,188 in the Trust Account, with such funds invested in government securities or money market funds meeting certain conditions pursuant to the Trust Agreement. The Trust Agreement is in full force and effect and is a legal, valid and binding obligation of Parent and, to Parent's knowledge, the Trustee, enforceable in accordance with its terms, subject to the Enforcement Exceptions. The Trust Agreement has not been terminated, repudiated, rescinded, amended or supplemented or modified, in any respect, and no such termination, repudiation, rescission, amendment, supplement or modification is contemplated. There are no side letters and there are no agreements, Contracts, arrangements or understandings, whether written or oral, with the Trustee or any other Person that would (i) cause the description of the Trust Agreement in the SEC Reports to be inaccurate or (ii) entitle any Person (other than (A) the underwriter of the IPO and (B) Public Stockholders who have elected to redeem their Parent Class A Shares in accordance with Parent's Organizational Documents) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released except to redeem Parent Class A Shares from Public Stockholders in accordance with the provisions of Parent's Organizational Documents and the IPO Prospectus (the "Redemption") or as otherwise described in Section 9.2(a). There is no Action pending, or to Parent's knowledge, threatened with respect to the Trust Account.

4.16 Insurance. Except for directors' and officers' liability insurance, Parent does not maintain any insurance policies.

4.17 Interested Party Transactions. Except (i) as set forth in this Agreement or the Transaction Documents or (ii) ordinary course Contracts incident to employment by or service as a director or officer of an Acquiror Company as set forth on Section 4.17 of the Parent Disclosure Schedule, no Acquiror Company nor any of its Affiliates, nor any executive officer or director of an Acquiror Company or any of its Affiliates, nor any immediate family member of any of the foregoing (or any of their respective Affiliates) (each of the foregoing, a "Parent Related Party") is presently, or in the past two (2) years has been, a party to any transaction with an Acquiror Company, including any Contract or other arrangement (a) providing for the furnishing of services by, (b) providing for the rental of Real Property or personal property from or (c) otherwise requiring payments to any Parent Related Party. Except as set forth on Section 4.17 of the Parent Disclosure Schedule, no Parent Related Party owns any Real Property or personal property, or right, tangible or intangible (including Intellectual Property), which is material to the business of any Acquiror Company.

4.18 Intellectual Property. Neither Parent nor any Subsidiary thereof owns, licenses or otherwise has any right, title or interest in any Intellectual Property.

4.19 Agreements, Contracts and Commitments.

(a) Other than confidentiality and non-disclosure agreements, this Agreement and the Transaction Documents and the Debt Commitment Letter (and after the date hereof, any Additional Equity Financing Documents entered into accordance with the terms of Section 5.16(k)) (none of which shall consititute Material Parent Contracts for purposes of this Agreement), there are no Contracts, agreements, leases, mortgages, indentures, notes, bonds, Liens, licenses, Permits, franchises, purchase orders, sales orders or other understandings, commitments or obligations (including without limitation outstanding offers or proposals) of any kind, whether written or oral, to which Parent or any Subsidiary thereof is a party or by or to which any of the properties or assets of Parent or any Subsidiary thereof may be bound, subject or affected ("Material Parent Contracts"). All Material Parent Contracts are listed in Schedule 4.19(a) other than those that are exhibits to the SEC Reports filed at least one (1) Business Day prior to the date of this Agreement.

(b) Each Material Parent Contract was entered into at arm's length and in the ordinary course, is in full force and effect and, to Parent's knowledge, is valid and binding upon and enforceable against each of the parties thereto, subject to the Enforcement Exceptions and the discretion of the court before which any proceeding therefor may be brought. To Parent's knowledge, no other party to a Material Parent Contract is the subject of a bankruptcy or insolvency proceeding. True, correct and complete copies of all Material Parent Contracts (or written summaries in the case of oral Material Parent Contracts) have been heretofore delivered to the Company.

(c) Neither Parent nor, to the knowledge of Parent, any other party thereto is in breach of or in default under, and no event has occurred which with notice or lapse of time or both would become a breach of or default under, any Material Parent Contract, and no party to any Material Parent Contract has given any written notice of any claim of any such breach, default or event, which, individually or in the aggregate, are reasonably likely to result in a Parent Material Adverse Effect.

4.20 Title to Property. Neither Parent nor any Subsidiary thereof owns or leases any Real Property or personal property. There are no options or other Contracts under which Parent or any Subsidiary thereof has a right or obligation to acquire or lease any interest in Real Property or personal property.

4.21 Certain Business Practices.

(a) No Acquiror Company, nor any of their respective Representatives acting on their behalf, in their capacity as such, has in the last five (5) years (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity or (ii) made any unlawful payment to foreign or domestic government officials or employees, to foreign or domestic political parties or campaigns or violated any provision of the Foreign Corrupt Practices Act of 1977. No Acquiror Company, nor any of their respective Representatives acting on their behalf, in their capacity as such, has given or agreed to give any unlawful gift or similar unlawful benefit in any material amount to any customer, supplier, governmental employee or other Person who is or may be in a position to help or hinder any Acquiror Company or assist any Acquiror Company in connection with any actual or proposed transaction.

(b) The operations of each Acquiror Company are and have in the past five (5) years been conducted in compliance with anti-money laundering statutes in all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any relevant Governmental Authority, and no Action involving an Acquiror Company with respect to the any of the foregoing is pending or, to the knowledge of Parent, threatened.

(c) No Acquiror Company or any of their respective directors or officers, or, to the knowledge of Parent, any other Representative acting on behalf of an Acquiror Company is currently identified on the SDN List or other blocked persons list or otherwise the target of U.S. sanctions administered by OFAC, and no Acquiror Company has, to the knowledge of Parent, in the last five (5) years, loaned, contributed or otherwise made available funds to any Subsidiary, joint venture partner or other Person, in connection with any sales or operations in any country or territory which is the target of countrywide economic sanctions administered by OFAC (currently the Crimea region of Ukraine, Cuba, Iran, North Korea or Syria) or for the purpose of financing the activities of any Person included on the SDN List administered by OFAC.

4.22 Investment Company Act. No Acquiror Company is an "investment company" or a Person directly or indirectly "controlled" by or acting on behalf of an "investment company", in each case within the meaning of the Investment Company Act of 1940, as amended.

4.23 Due Diligence Investigation.

(a) Parent and Merger Sub have conducted their own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) of assets of the Acquired Companies, and acknowledge that they have been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of the Acquired Companies for such purpose. Each of Parent and Merger Sub acknowledges and agrees that: (i) in making its decision to enter into this Agreement and to consummate the Transactions, each of Parent and Merger Sub has relied solely upon its own investigation and the express representations and warranties of the Company set forth in ARTICLE III of this Agreement (including the related portions of the Company Disclosure Schedule) or as expressly set forth in any Transaction Document; and (ii) none of the Company Equity Holders, the Acquired Companies or any other Person has made any representation or warranty as to the Company Equity Holders, the Acquired Companies or this Agreement, except as expressly set forth in ARTICLE III of this Agreement (including the related portions of the Company Disclosure Schedule) or as may expressly be set forth in the Transaction Documents. Each of Parent and Merger Sub has entered into the Transactions with the understanding, acknowledgement and agreement that except as expressly set forth in ARTICLE III of this Agreement (including the related portions of the Company Disclosure Schedule) no representations or warranties, express or implied, are made with respect to future prospects (financial or otherwise) of the Acquired Companies.

(b) In connection with Parent's and Merger Sub's investigation of the Acquired Companies, they have received certain projections, including projected statements of operating revenues and income from operations of the business, the Acquired Companies and certain business plan information. Each of Parent and Merger Sub acknowledges that there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and plans, that it is familiar with such uncertainties, and accordingly, that no representation or warranty is made with respect to such estimates, projections and other forecasts and plans, including the reasonableness of the assumptions underlying such estimates, projections and forecasts.

4.24 No Other Parent or Merger Sub Representations or Warranties. Except for the specific representations and warranties expressly set forth in this ARTICLE IV (as qualified by the Parent Disclosure Schedule) or expressly set forth in a Transaction Document, none of Parent, Merger Sub nor any of their respective Representatives makes any other representation or warranty, either written or oral, express or implied, with respect to the Acquiror Companies, any of their respective businesses, financial projections, assets, liabilities or operations, or the Transactions, and each of Parent and Merger Sub disclaims any other representations or warranties, whether made by an Acquiror Company or any of its Representatives. Except for the specific representations and warranties contained in this ARTICLE IV (as qualified by the Parent Disclosure Schedule) or expressly set forth in a Transaction Document, each of Parent and Merger Sub hereby disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Company or its Representatives (including any opinion, information, projection or advice that may have been or may be provided to the Company by any Representative of an Acquiror Company). Neither Parent nor Merger Sub makes any representations or warranties to the Company regarding (i) merchantability or fitness for any particular purpose or (ii) the future success or profitability of the Acquiror Companies. Notwithstanding the foregoing, nothing contained in this Agreement shall operate as a waiver of a Fraud Claim.

ARTICLE V

PRE-CLOSING COVENANTS

5.1 Conduct of Business of the Company. Except as set forth in Section 5.1 of the Company Disclosure Schedule, as otherwise contemplated by this Agreement, as required by applicable Law or a Governmental Authority, or as consented to by Parent (which consent shall not be unreasonably withheld, conditioned or delayed), between the date of this Agreement and the earlier of the Closing or the termination of this Agreement in accordance with Section 8.1 hereof (the "Interim Period"), the Company shall, and shall cause its Subsidiaries to, (x) conduct their respective businesses in the ordinary course of business and in material compliance with applicable Law, and (y) in each case in all material respects, use their commercially reasonable efforts to maintain and preserve their respective businesses and organizations intact, retain their respective present officers and employees and maintain and preserve their respective relationships with their officers and employees, Merchants, suppliers, vendors, licensors, Governmental Authorities, creditors and others having business relations with such Person. Except as set forth in Section 5.1 of the Company Disclosure Schedule, as otherwise contemplated by this Agreement, as required by applicable Law or a Governmental Authority, or as consented to by Parent (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall not and shall cause its Subsidiaries not to:

(a) change or amend any of the Organizational Documents of the Acquired Companies, or authorize or propose the same;

(b) issue, deliver or sell, or authorize or propose the issuance, delivery or sale of any securities (including any debt securities and including any options, warrants, calls, conversion rights, commitments or other securities convertible into or otherwise relating to such securities) or authorize or propose any change in its equity capitalization or capital structure, or enter into any agreement, understanding or arrangement (other than the Company Support Agreements) with respect to the voting of equity securities of the Company; provided, that this Section 5.1(b) shall not restrict the exchange of Company Profits Units for Preferred Units (as defined in the Company LLC Agreement) as set forth in the Company LLC Agreement;

(c) declare or pay any distribution (other than ordinary and regular tax distributions or distributions made by wholly-owned Subsidiaries of the Company to the Company or any of its wholly-owned Subsidiaries) in respect of its limited liability company interests or authorize the issuance of any other securities in respect of, in lieu of or in substitution for any of its securities or purchase, redeem or otherwise acquire or retire for value any of its securities;

(d) incur, create, assume, guarantee or otherwise become liable for any Company Indebtedness (directly, contingently or otherwise) in excess of $1,000,000 (individually or in the aggregate), except for (i) any such Company Indebtedness among the Company and its wholly-owned Subsidiaries or among the Company's wholly-owned Subsidiaries, (ii) guarantees by the Company of existing indebtedness of Subsidiaries of the Company, (iii) capital leases entered into by the Company and its Subsidiaries in the ordinary course of business, (iv) amounts borrowed under the Existing Credit Agreement (not to exceed $108,000,000 in the aggregate) and (v) the accrual of interest on indebtedness outstanding as of the date of this Agreement or incurred in compliance with this Section 5.1(d);

(e) make a loan or advance to or investment in any third party (other than (i) loans or advances to or investments in the Company or any wholly-owned Subsidiary thereof or (ii) in the ordinary course of business);

(f) make or agree to make any capital expenditures (exclusive of software development costs incurred in the ordinary course of business consistent with past practice) in excess of $100,000 individually, or $200,000 in the aggregate, for the Acquired Companies;

(g) except as required to comply with Contracts, Company Benefit Plans and Company Benefit Arrangements existing on the date of this Agreement, (i) adopt, enter into, terminate or materially amend any Company Benefit Plan or Company Benefit Arrangement or any collective bargaining agreement; (ii) increase the compensation or benefits of, agree to pay any bonus to, or materially modify the terms of employment or engagement of, any director, officer, employee or consultant, except that compensation and the terms of employment of employees who are not executive officers may be modified in the ordinary course of business consistent with past practice; (iii) amend or accelerate the payment, right to payment or vesting of any compensation or benefits, including any outstanding equity compensation; (iv) grant any bonus, incentive, equity, or performance awards under any Company Benefit Plan or Company Benefit Arrangement or any agreement that would be a Company Benefit Plan or Company Benefit Arrangement if entered into prior to the date hereof; or (v) take any action to fund or in any other way secure the payment of compensation or benefits under any Company Benefit Plan or Company Benefit Arrangement other than in the ordinary course of business;

(h) sell, assign, lease, sublease, exclusively license, exclusively sublicense, pledge or otherwise transfer or dispose of or grant any option or exclusive rights in, to or under, any material assets (including material Intellectual Property) of the Acquired Companies (other than any such actions performed by an Acquired Company in the ordinary course of business);

(i) acquire (whether by merger, consolidation, acquisition of stock or assets or any other form of business combination) any non-natural Person or business or initiate the start-up of any new business, non-wholly-owned Subsidiary or joint venture or otherwise acquire any securities or material assets;

(j) merge or consolidate, or agree to merge or consolidate with or into any other Person;

(k) enter into any Material Contract or amend, modify, terminate or waive any material right under any Material Contract or any Material Permit (other than any such actions performed by an Acquired Company in the ordinary course of business);

(l) commence a lawsuit or settle, compromise, release or waive its rights under any claim or litigation, other than for (i) routine collection and settlement matters or (ii) in connection with ordinary course commercial matters;

(m) enter into, amend or terminate (other than terminations in accordance with their terms) any Contract or transaction with any Related Party (other than compensation and benefits and advancement of expenses, in each case, in the ordinary course of business consistent with past practice), or waive any material right in connection therewith;

(n) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization;

(o) revalue any of its material assets or make any change in accounting methods, principles or practices, except to the extent required to comply with GAAP;

(p) make or rescind any material election relating to Taxes, settle any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy with a Governmental Authority relating to a material amount of Taxes, file any materially amended Tax Return or claim for refund of a material amount of Taxes, or make any material change to a method of accounting for Tax purposes, in each case except as required by applicable Law or in compliance with GAAP;

(q) effect any mass layoff or other personnel reduction or change of more than 25 employees at any of its facilities;

(r) fail to use commercially reasonable efforts to keep in force insurance policies or replacement or revised policies providing insurance coverage (in the aggregate) with respect to its assets, operations and activities in such amount and scope of coverage as are currently in effect;

(s) accelerate the collection of any trade receivables or delay the payment of trade payables or any other liability other than in the ordinary course of business consistent with past practice; or

(t) authorize or agree (in writing or otherwise) to take any of the actions described in this Section 5.1.

Notwithstanding anything to the contrary in this Agreement, nothing contained in this Agreement shall give to Parent, directly or indirectly, the right to control or direct the ordinary course operations of any Acquired Company prior to the Closing.

5.2 Conduct of Business of Parent. Except as set forth in Section 5.2 of the Parent Disclosure Schedule, as otherwise expressly contemplated by this Agreement or the Debt Commitment Letter, as required by applicable Law or a Governmental Authority, or as consented to by the Company (which consent shall not be unreasonably withheld, conditioned or delayed), during the Interim Period, Parent shall, and shall cause its Subsidiaries to, (x) conduct their respective businesses in the ordinary course of business, (y) conduct their respective businesses in material compliance with applicable Law, and (z) in each case in all material respects, use their commercially reasonable efforts to maintain and preserve their respective businesses and organizations intact, retain their respective present officers and employees and maintain and preserve their relationships with their officers and employees, suppliers, vendors, licensors, Governmental Authorities, creditors and others having business relations with such Person. Except as set forth in Section 5.2 of the Parent Disclosure Schedule, as otherwise expressly contemplated by this Agreement or the Debt Commitment Letter, as required by applicable Law or a Governmental Authority, or as consented to by the Company (which consent shall not be unreasonably withheld, conditioned or delayed), Parent shall not and shall cause its Subsidiaries not to:

(a) change or amend any of the Organizational Documents of the Acquiror Companies, or authorize or propose the same, except pursuant to the Domestication;

(b) other than pursuant to any Additional Equity Financing (in accordance with the terms of Section 5.16(k)), issue, deliver or sell, or authorize or propose the issuance, delivery or sale of any securities (including any debt securities and including any options, warrants, calls, conversion rights, commitments or other securities convertible into or otherwise relating to such securities) or authorize or propose any change in the equity capitalization or capital structure of the Acquiror Companies, or enter into any agreement, understanding or arrangement with respect to the voting of equity securities of Parent;

(c) declare or pay any distribution in respect of the equity interests of the Acquiror Companies or authorize the issuance of any other securities in respect of, in lieu of or in substitution for any of the securities of the Acquiror Companies or purchase, redeem or otherwise acquire or retire for value any of the securities of the Acquiror Companies; provided, that this Section 5.2(c) shall not restrict the Redemption;

(d) incur, create, assume, guarantee or otherwise become liable for any indebtedness for borrowed money or guarantee any indebtedness of another Person (directly, contingently or otherwise), other than working capital loans made by the Parent Sponsor, payable solely in cash, necessary to finance Parent's ordinary course administrative costs and expenses and expenses incurred in connection with the consummation of the Merger and the other Transactions (including any filings required under Section 5.6), up to aggregate additional indebtedness during the Interim Period of $1,500,000 (provided the interest rate on such indebtedness does not exceed the Applicable Federal Rate and is prepayable for an amount in cash no greater than principal plus accrued and unpaid interest to the date of prepayment by the Surviving Pubco);

(e) make a loan or advance to or investment in any third party;

(f) make or agree to make any capital expenditures;

(g) (i) adopt, enter into, terminate or amend any Parent Benefit Plan or Parent Benefit Arrangement or any collective bargaining agreement; (ii) increase the compensation or benefits of, or agree to pay any bonus to, any director, officer, employee or consultant or modify their terms of employment or engagement; (iii) amend or accelerate the payment, right to payment or vesting of any compensation or benefits, including any outstanding equity compensation; (iv) grant any bonus, incentive, equity, or performance awards under any Parent Benefit Plan or Parent Benefit Arrangement or any agreement that would be a Parent Benefit Plan or Parent Benefit Arrangement if entered into prior to the date hereof; or (v) take any action to fund or in any other way secure the payment of compensation or benefits under any Parent Benefit Plan or Parent Benefit Arrangement;

(h) sell, assign, lease, sublease, exclusively license, exclusively sublicense, pledge or otherwise transfer or dispose of or grant any option or exclusive rights in, to or under, any material assets (including Intellectual Property) of the Acquiror Companies;

(i) acquire (whether by merger, consolidation, acquisition of stock or assets or any other form of business combination) any non-natural Person or business or initiate the start-up of any new business, non-wholly owned Subsidiary or joint venture or otherwise acquire any securities or material assets;

(j) merge or consolidate, or agree to merge or consolidate with or into any other Person;

(k) enter into any Material Parent Contract or amend, modify, terminate or waive any material right under any existing Material Parent Contract;

(l) commence a lawsuit or settle, compromise, release or waive its rights under any claim or litigation;

(m) enter into, amend, or terminate (other than terminations in accordance with their terms) any Contract with any Related Party, or waive any material right in connection therewith (other than working capital loans made by the Parent Sponsor in accordance with Section 5.2(d));

(n) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization;

(o) revalue any of its assets or make any change in accounting methods, principles or practices, except to the extent required to comply with GAAP;

(p) make or rescind any material election relating to Taxes, settle any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy with a Governmental Authority relating to a material amount of Taxes, file any materially amended Tax Return or claim for refund of a material amount of Taxes, or make any material change to a method of accounting for Tax purposes, in each case except as required by applicable Law or in compliance with GAAP;

(q) amend, waive or otherwise change the Trust Agreement in any manner adverse to Parent;

(r) take any action that would reasonably be expected to significantly delay or impair (i) the timely filing of any of its public filings with the SEC, (ii) its compliance in all material respects with applicable securities Laws or (iii) the listing of the Surviving Pubco Class A Shares on Nasdaq; or

(s) authorize or agree (in writing or otherwise) to take any of the actions described in this Section 5.2.

5.3 Information.

(a) During the Interim Period, the Company shall and shall cause its Subsidiaries to, upon reasonable notice and during regular business hours and at Parent's sole expense, afford to the authorized Representatives of Parent reasonable access to (i) all of the assets of the Acquired Companies, Company Leased Real Property, employees of the Acquired Companies (provided, that any request by Parent or its Representatives for access to employees must be made through the Chief Executive Officer or Chief Financial Officer of the Company or a designee thereof), and Books and Records of the Company and its Subsidiaries and (ii) such additional financial and operating data and other information relating to the business and properties of the Company and its Subsidiaries as Parent may reasonably request; provided, that such access shall not unreasonably disrupt the operations of the Acquired Companies and Parent and its authorized Representatives shall use their respective commercially reasonable efforts to minimize any such disruption. Without limiting the foregoing, during the Interim Period the Company shall provide Parent with copies of all financial statements and reports provided to the Company's board of directors, as well as board minutes, consents and other board materials, reasonably promptly after such materials are provided to the Company's board of directors. Notwithstanding anything to the contrary contained in this Agreement, no Acquired Company shall be required pursuant to this Section 5.3(a) to provide (i) any information or access that the Company reasonably believes would violate applicable Law, including antitrust Laws and data protection Laws, rules or regulations or the terms of any applicable confidentiality obligation or cause forfeiture of attorney/client privilege, (ii) if the Company or any of its Affiliates, on the one hand, and Parent or any of its Affiliates, on the other hand, are adverse parties in a litigation, any information that is reasonably pertinent thereto or (iii) any information or access to the extent that it relates to interactions with other prospective buyers of the Acquired Companies or the negotiation of this Agreement and the Transaction Documents and the Transactions. Parent shall not contact or communicate with any of the Company's or any Subsidiaries' customers, suppliers or employees (other than contact with employees to the extent permitted by this Section 5.3(a)) without the Company's prior written consent.

(b) During the Interim Period, Parent shall and shall cause its Subsidiaries to, upon reasonable notice and during regular business hours and at the Company's sole expense, afford to the authorized Representatives of the Company reasonable access to (i) all of the assets of the Acquiror Companies, employees of the Acquiror Companies and Books and Records of Parent and its Subsidiaries and (ii) such additional financial and operating data and other information relating to the business and properties of Parent and its Subsidiaries as the Company may reasonably request. Notwithstanding anything to the contrary contained in this Agreement, no Acquiror Company shall be required pursuant to this Section 5.3(b) to provide (i) any information or access that Parent reasonably believes would violate applicable Law, including antitrust Laws and data protection Laws, rules or regulations or the terms of any applicable confidentiality obligation or cause forfeiture of attorney/client privilege, (ii) if the Company or any of its Affiliates, on the one hand, and Parent or any of its Affiliates, on the other hand, are adverse parties in a litigation, any information that is reasonably pertinent thereto or (iii) any information or access to the extent that it relates to interactions with other prospective targets of the Acquiror Companies or the negotiation of this Agreement and the Transaction Documents and the Transactions.

(c) Parent acknowledges and agrees that the Confidentiality Agreement, except as modified by Section 9.2 hereof, remains in full force and effect and that information provided by any Acquired Company, any Company Equity Holder or any Company Equity Holder's Affiliates to Parent pursuant to this Agreement prior to the Closing shall be treated in accordance with the Confidentiality Agreement. If this Agreement is terminated prior to the Closing, the Confidentiality Agreement, except as modified by Section 9.2 hereof, shall remain in full force and effect in accordance with its terms. If the Closing occurs, the Confidentiality Agreement shall terminate effective as of the Closing.

5.4 Notification of Certain Matters. During the Interim Period, each Party shall give prompt notice (and, in any event, within five (5) Business Days) to the other Parties of any event which would reasonably be expected to cause any of the conditions in ARTICLE VII not to be fulfilled or the fulfillment of those conditions being materially delayed. The delivery of any notice pursuant to this Section 5.4 shall in no circumstance be deemed to (i) modify the representations, warranties, covenants or agreements hereunder of the Party delivering such notice; (ii) modify any of the conditions set forth in ARTICLE VII; or (iii) cure or prevent any misrepresentation, inaccuracy, untruth or breach of any representation, warranty, covenant or agreement set forth in this Agreement or any Transaction Document or failure to satisfy any condition set forth in ARTICLE VII.

5.5 Cause Conditions to be Satisfied. Subject to Section 5.6, (a) the Company shall, and the Company shall cause its Subsidiaries to use reasonable best efforts to cause each of the conditions set forth in Section 7.1 and Section 7.2 to be satisfied at or prior to the Closing; and (b) Parent and its Subsidiaries shall use reasonable best efforts to cause each of the conditions set forth in Section 7.1 and Section 7.3 to be satisfied at or prior to the Closing.

5.6 Governmental Consents and Filing of Notices.

(a) As soon as reasonably practicable, but in any event within thirty (30) calendar days following the date of this Agreement, Parent and the Company shall make all necessary filings and submissions under the HSR Act. Parent and the Company shall make all other filings required by the antitrust or Competition Laws of any other jurisdiction as soon as reasonably practicable after the date of this Agreement. Except as may be restricted by applicable Law, (i) the Parties shall cooperate with each other with respect to the obtaining of information needed for the preparation of the Notification and Report Forms required to be filed pursuant to the HSR Act or to the applicable Law of any other jurisdiction by Parent or the Company in connection with the Transactions, (ii) the Parties shall use reasonable best efforts and shall cooperate in responding to any written or oral requests from Governmental Authorities for additional information or documentary evidence, and (iii) the Parties shall, at the earliest practicable date, (x) comply with any formal or informal request for additional information or documentary material from Governmental Authorities, and (y) cooperate and shall provide notice and opportunity to consult regarding all meetings with Governmental Authorities, whether in person or telephonic, and regarding all written communications with Governmental Authorities, in each case in connection with the Transactions. The Parties agree to request early termination with respect to the waiting period prescribed by the HSR Act. Each Party shall promptly notify the other Parties hereto of any written communication made to or received by either Parent and/or the Company, as the case may be, from any Governmental Authority regarding any of the Transactions, and, subject to applicable Law, if practicable, permit the other parties hereto to review in advance any proposed written communication to any such Governmental Authority and incorporate the other parties' reasonable comments, not agree to participate in any substantive meeting or discussion with any such Governmental Authority in respect of any filing, investigation or inquiry concerning this Agreement or the Transactions unless, to the extent reasonably practicable, it consults with the other parties hereto in advance and, to the extent permitted by such Governmental Authority, gives the other parties the opportunity to attend, and furnish the other parties with copies of all correspondence, filings and written communications between them and their Affiliates and their respective Representatives, on one hand, and any such Governmental Authority or its respective staff on the other hand, with respect to this Agreement and the Transactions.

(b) Parent shall be responsible for all filing fees incurred under the antitrust or Competition Laws of any jurisdiction in connection with the Transactions, and each Party shall pay its own costs with respect to its preparation of such filings.

(c) Each Party shall, and shall cause its Affiliates to, cooperate in good faith with each Governmental Authority and take promptly any and all reasonable action required to complete lawfully the Transactions as soon as practicable (but in any event prior to the Termination Date) and any and all action necessary or advisable to avoid, prevent, eliminate or remove the actual or threatened commencement of any proceeding in any forum by or on behalf of any Governmental Authority or the issuance of any Order that would (or to obtain the agreement or consent of any Governmental Authority to the Transactions the absence of which would) delay, enjoin, prevent, restrain or otherwise prohibit the consummation of the Transactions, including (i) proferring and consenting and/or agreeing to an Order or other agreement providing for (A) the licensing or other limitations or restrictions on, particular assets, or categories of assets of the Company or Parent or (B) the amendment or assignment of existing relationships and contractual rights and obligations of the Company or Parent and (ii) promptly effecting the licensing or holding separate of assets or lines of business or the amendment or assignment of existing relationships and contractual rights, in each case, at such time as may be necessary to permit the lawful consummating of the Transactions on or prior to the Termination Date. In the event any Action is instituted (or threatened to be instituted) by a Governmental Authority or private Person challenging the Transactions, the Parties shall, and shall cause their respective Representatives to, cooperate in all reasonable respects with each other and use their respective reasonable best efforts to contest and resist any such Action and to have vacated, lifted, reversed or overturned any Order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Transactions.

5.7 Escrow Agreement and Paying and Exchange Agent Agreement. At the Closing, each of Parent, the Company and the Company Securityholder Representative shall duly execute and deliver to the other, and shall use their reasonable best efforts to cause the Escrow Agent and Paying and Exchange Agent to duly execute and deliver to Parent, the Company and the Company Securityholder Representative, the Escrow Agreement and the Paying and Exchange Agent Agreement, respectively.

5.8 [Reserved].

5.9 Termination of Affiliate Contracts. In connection with the Closing, (a) the Company shall take such actions as may be necessary to terminate any Contracts set forth in Section 5.9(a) of the Company Disclosure Schedule with no further obligations of the Company or its Affiliates from and after the Closing except (i) to the extent set forth in Section 5.9(a) of the Company Disclosure Schedule and (ii) for those certain provisions of, and obligations and liabilities under, such Contracts that expressly survive such termination by their terms, and (b) Parent shall take all such actions as may be necessary to terminate any Contracts set forth in Section 5.9(b) of the Parent Disclosure Schedule except (i) to the extent set forth in Section 5.9(b) of the Parent Disclosure Schedule and (ii) for those certain provisions of, and obligations and liabilities under, such Contracts that expressly survive such termination by their terms.

5.10 Registration Statement; Parent Equity Holder Meeting.

(a) As promptly as reasonably practicable after the date of this Agreement, Parent shall, with the assistance, cooperation and reasonable best efforts of the Company, prepare and file a Registration Statement on Form S-4 with the SEC (as such filing is amended or supplemented, and including the Proxy Statement contained therein, the "Registration Statement"), and with all other applicable regulatory bodies, for the purpose of registering the Surviving Pubco Class A Shares and Surviving Pubco Public Warrants to be issued or issuable in the Domestication, including the Surviving Pubco Class A Shares issuable upon exercise of the Surviving Pubco Public Warrants in accordance with their terms, which Registration Statement shall also contain a proxy statement (as amended, the "Proxy Statement") for the purpose of (i) providing the Parent Equity Holders with the opportunity to redeem their shares of Parent Common Stock as contemplated by Parent's Organizational Documents, the SEC Reports and the Trust Agreement and (ii) soliciting proxies from the Parent Equity Holders to vote, at a meeting of the Parent Equity Holders to be called and held for such purpose (the "Parent Equity Holder Meeting"), in favor of (A) the adoption and approval of this Agreement, the Transaction Documents and the Transactions, (B) the Domestication (including the change of Parent's name in connection therewith), (C) the Merger, (D) the issuance of Surviving Pubco Class V Shares and Surviving Company Membership Units in connection with the Merger, (E) the adoption and approval of the new omnibus equity incentive plan for the Surviving Pubco, in form and substance reasonably acceptable to Parent and the Company, that provides for the grant of awards to employees and other service providers of the Surviving Pubco and its Subsidiaries in the form of options, restricted shares, restricted share units or other equity-based awards based on Surviving Pubco Class A Shares with a total pool of awards of Surviving Pubco Class A Shares equal to ten percent (10%) of the aggregate number of shares of Surviving Pubco Common Stock (treating the number of Surviving Pubco Class V Shares outstanding for such purposes as the number of votes that such Surviving Pubco Class V Shares are entitled to vote at such time for matters generally submitted to the shareholders of the Surviving Pubco) issued and deemed to be outstanding immediately after the Closing, including as outstanding for this purpose (x) the maximum number of Earn-Out Shares pursuant to Section 2.6 hereof and (y) all shares issuable under the new omnibus equity incentive plan described in this clause (E) (but, for the avoidance of doubt, not including Surviving Pubco Class A Shares issuable upon the exercise of Surviving Pubco Warrants (including Surviving Pubco Public Warrants)), (F) the appointment, and designation of classes, of the members of the Post-Closing Surviving Pubco Board, and, if applicable, appointment of the members of any committees thereof, in each case in accordance with Section 5.14(a) hereof, (G) any other matters necessary or advisable to effect the consummation of the Transactions (clauses (A) through (G) of this Section 5.10(a), collectively, the "Voting Matters"), and (H) the adjournment of the Parent Equity Holder Meeting in accordance with Section 5.10(f).

(b) Parent shall comply in all material respects with all applicable Laws, any applicable rules and regulations of Nasdaq, Parent's Organizational Documents and this Agreement in the preparation, filing and distribution of the Registration Statement, any solicitation of proxies thereunder, the holding of the Parent Equity Holder Meeting and the Redemption. Whenever any event occurs which would reasonably be expected to result in the Registration Statement containing any untrue statement of a material fact or omitting to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, Parent or the Company, as the case may be, shall promptly inform the other party of such occurrence and cooperate in filing with the SEC or its staff or any other government officials, and/or mailing to the Parent Equity Holders, an amendment or supplement to the Registration Statement.

(c) Parent (i) shall permit the Company and its counsel to review and comment on the Registration Statement and any exhibits, amendments or supplements thereto (or other related documents), (ii) shall consider any such comments in good faith and shall accept all reasonable additions, deletions or changes suggested by the Company and its counsel in connection therewith and (iii) shall not file the Registration Statement or any exhibit, amendment or supplement thereto without the prior written consent of the Company, not to be unreasonably withheld, conditioned or delayed. As promptly as practicable after receipt thereof, Parent shall provide to the Company and its counsel notice and a copy of all correspondence (or, to the extent such correspodence is oral, a complete summary thereof), including any comments from the SEC or its staff, between Parent or any of its Representatives, on the one hand, and the SEC, or its staff or other government officials, on the other hand, with respect to the Registration Statement, and, in each case, shall consult with the Company and its counsel concerning any such correspondence. Parent shall not file any response letters to any comments from the SEC without the prior written consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed. Parent will advise the Company, promptly after it receives notice thereof, of the time when the Registration Statement or any amendment or supplement thereto has been filed with the SEC, and the time when the Registration Statement is declared effective or any stop order relating to the Registration Statement is issued.

(d) Parent, with the assistance of the Company, shall use its reasonable best efforts to cause the Registration Statement to "clear" comments from the SEC and become effective as promptly as reasonably practicable. As soon as reasonably practicable following the declaration of effectiveness of the Registration Statement, Parent shall distribute the Proxy Statement and other proxy materials included in the Registration Statement to the Parent Equity Holders, and pursuant thereto, shall (i) call the Parent Equity Holder Meeting in accordance with applicable Law and Parent's Organizational Documents on a date as soon as reasonably practicable following the effectiveness of the Registration Statement, and (ii) use its reasonable best efforts to solicit proxies from the Parent Equity Holders to vote in favor of the adoption of this Agreement and the other Voting Matters (including by enforcing the Letter Agreement). Parent shall appoint an inspector of elections in connection with the Parent Equity Holder Meeting, and cause such inspector of elections to deliver or caused to be delivered an affidavit or certificate verifying the vote of such Parent Equity Holder Meeting to the Trustee in accordance with the terms of the Trust Agreement.

(e) Parent, acting through its board of directors, shall include in the Proxy Statement the recommendation of its board of directors that the Parent Equity Holders vote in favor of the adoption of the Voting Matters and shall otherwise use its reasonable best efforts to obtain the Parent Equity Holders' Approval. Neither Parent's board of directors nor any committee or agent or Representative thereof shall withdraw (or modify in a manner adverse to the Company), or propose to withdraw (or modify in a manner adverse to the Company), the Parent board of directors' recommendation that the Parent Equity Holders vote in favor of the adoption of the Voting Matters.

(f) Parent shall be entitled to postpone or adjourn the Parent Equity Holder Meeting (i) to ensure that any supplement or amendment to the Registration Statement that the Board of Directors of Parent has determined in good faith is required by applicable Law is disclosed to the Public Stockholders and for such supplement or amendment to be promptly disseminated to the Public Stockholders prior to the Parent Equity Holder Meeting, (ii) if, as of the time for which the Parent Equity Holder Meeting is originally scheduled (as set forth in the Registration Statement), there are insufficient shares of Parent Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business to be conducted at the Parent Equity Holder Meeting or (iii) on no more than three (3) occasions, as reasonably determined to be necessary or desirable by Parent; provided, however, that in no event shall Parent postpone or adjourn the Parent Equity Holder Meeting beyond the date that is ten (10) Business Days prior to the Termination Date without the prior written consent of the Company; and, provided, further, that in the event of a postponement or adjournment pursuant to clauses (i) or (ii) above, the Parent Equity Holder Meeting shall be reconvened as promptly as practicable following such time as the matters described in such clauses have been resolved.

5.11 Disclosure Information.

(a) During the Interim Period, in connection with the preparation of the Registration Statement, Announcement 8-K, the Completion 8-K, the Signing Press Release, the Closing Press Release or any other statement, filing, notice or application (including any amendments or supplements thereto) made by or on behalf of Parent, Merger Sub or the Company to any Governmental Authority in connection with the Transactions (each, a "Reviewable Document"), Parent and the Company shall, upon request by the other, furnish the other with all information concerning themselves, their respective directors, managers, officers and shareholders (including the directors of Parent and the Company to be elected to the Post-Closing Surviving Pubco Board pursuant to Section 5.14 hereof), assets, Liabilities, condition (financial or otherwise), business, operations and such other matters as may be reasonably necessary or advisable in connection with the preparation of such materials, which information provided shall not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not materially misleading.

(b) Whenever any event occurs which would reasonably be expected to result in any Reviewable Document containing any untrue statement of a material fact or omitting to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, Parent or the Company, as the case may be, shall promptly inform the other party of such occurrence and shall furnish to the other party any information reasonably related to such event and any information reasonably necessary or advisable in order to prepare an amendment or supplement to such Reviewable Document in order to correct such untruth or omission.

5.12 Securities Listing. Parent shall use its reasonable best efforts to cause the Surviving Pubco Class A Shares (including the Surviving Pubco Class A Shares to be issued in connection with the Domestication and the Surviving Pubco Class A Shares issuable upon exchange of Surviving Company Membership Units in accordance with the Exchange Agreement) to be approved for listing on Nasdaq as of the Closing.

5.13 No Solicitation.

(a) For purposes of this Agreement, (i) an "Acquisition Proposal" means any inquiry, proposal or offer, or any indication of interest in making an offer or proposal, from any Person or group at any time relating to an Alternative Transaction, and (ii) an "Alternative Transaction" means (A) with respect to the Company and its Affiliates, a transaction (other than the Transactions) concerning the sale of (x) all or any material part of the business or assets of the Acquired Companies or (y) any material portion of the shares or other equity interests or profits of the Acquired Companies, in any case, whether such transaction takes the form of a sale of shares or other equity interests, assets, merger, consolidation, issuance of debt securities, joint venture or partnership, or otherwise and (B) with respect to Parent and its Affiliates, a transaction (other than the Transactions) concerning a Business Combination.

(b) During the Interim Period, in order to induce the other Parties to continue to commit to expend management time and financial resources in furtherance of the Transactions, each Party shall not, and shall cause its Representatives to not, without the prior written consent of the Company and Parent, directly or indirectly, (i) solicit, assist, initiate or facilitate the making, submission or announcement of, or intentionally encourage, any Acquisition Proposal, (ii) furnish any non-public information regarding such Party or its Affiliates or their respective businesses, operations, assets, Liabilities, financial condition, prospects or employees to any Person or group (other than a Party to this Agreement or their respective Representatives) in connection with or in response to an Acquisition Proposal, (iii) engage or participate in discussions or negotiations with any Person or group with respect to, or that could reasonably be expected to lead to, an Acquisition Proposal, (iv) approve, endorse or recommend in writing, or publicly propose to approve, endorse or recommend, any Acquisition Proposal, (v) negotiate or enter into any letter of intent, agreement in principle, acquisition agreement or other similar agreement related to any Acquisition Proposal or (vi) release any third Person from, or waive any provision of, any confidentiality agreement to which such Party is a party.

(c) Each Party shall notify the others as reasonably promptly as practicable (and in any event within forty-eight (48) hours) in writing of the receipt by such Party or any of its Representatives of (i) any bona fide inquiries, proposals or offers, requests for information or requests for discussions or negotiations regarding or constituting any Acquisition Proposal or any bona fide inquiries, proposals or offers, requests for information or requests for discussions or negotiations that could be expected to result in an Acquisition Proposal, and (ii) any request for non-public information relating to such Party or its Affiliates, specifying in each case, the material terms and conditions thereof (including a copy thereof if in writing or a written summary thereof if oral) and the identity of the party making such inquiry, proposal, offer or request for information. Each Party shall keep the others promptly informed of the status of any such inquiries, proposals, offers or requests for information. During the Interim Period, each Party shall, and shall cause its Representatives to, immediately cease and cause to be terminated any solicitations, discussions or negotiations with any Person with respect to any Acquisition Proposal.

5.14 Post-Closing Board of Directors and Executive Officers.

(a) The Parties shall take all necessary action, including causing the directors of Parent to resign, so that effective as of the Closing, the Surviving Pubco's board of directors (the "Post-Closing Surviving Pubco Board") will consist of the following nine (9) individuals unless replaced in accordance with this Section: Jeremy Schein; Gary Simanson; Shaler Alias; James Kirk; Bob A. Hartheimer; Maryann Goebel; William Jacobs; John Morris; and Peter J. Kight (such persons and any replacements as are appointed or created as a result of the application of the provisions of this Section 5.14, collectively, the "Post-Closing Directors"). If, prior to the Closing, any of the foregoing individuals becomes unable or unwilling to serve as a Post-Closing Director (such individual, a "Withdrawing Director"), (x) if such Withdrawing Director is Gary Simanson, Peter J. Kight, Bob A. Hartheimer or Maryann Goebel, Parent Sponsor shall designate a replacement to serve as a Post-Closing Director in such Withdrawing Director's stead; (y) if such Withdrawing Director is Jeremy Schein or James Kirk, Company Sponsor shall designate a replacement to serve as a Post-Closing Director in such Withdrawing Director's stead; and (z) if John Morris or Shaler Alias is the Withdrawing Director, John Morris and Shaler Alias shall, by written action of a majority in interest of the Company Interests owned by John Morris and Shaler Alias, designate a replacement to serve as a Post-Closing Director in such Withdrawing Director's stead, which replacement is approved by the Company Sponsor in its discretion. In the event a Withdrawing Director was (or was expected to be) (A) an "independent" director for purposes of the Nasdaq listing rules or (B) a qualified member of the audit committee of the Post-Closing Surviving Pubco Board, any Person designated to replace such Withdrawing Director must also be an "independent" director or qualified to serve on the audit committee, as applicable. In accordance with the Organizational Documents of the Surviving Pubco as in effect as of the Closing, the Parties acknowledge and agree that the Post-Closing Surviving Pubco Board will be a classified board with three classes of directors, with:

(i) one class of directors (the "Class I Directors"), initially serving a one (1) year term, such term effective from the Closing (but any subsequent Class I Directors serving a three (3) year term), with Jeremy Schein, Gary Simanson and Shaler Alias serving as Class I Directors;

(ii) a second class of directors (the "Class II Directors"), initially serving a two (2) year term, such term effective from the Closing (but any subsequent Class II Directors serving a three (3) year term), with James Kirk, Bob A. Hartheimer and Maryann Goebel serving as Class II Directors; and

(iii) a third class of directors (the "Class III Directors"), serving a three (3) year term, such term effective from the Closing, with William Jacobs, John Morris and Peter J. Kight serving as Class III Directors.

At or prior to the Closing, the Surviving Pubco will execute and deliver to each Post-Closing Director a customary director indemnification agreement, in form and substance reasonably acceptable to such Post-Closing Director.

(b) The Parties shall take all action necessary, including causing the executive officers of Parent to resign, so that the individuals serving as executive officers of the Surviving Pubco immediately after the Closing will be the same individuals (in the same offices) as those of the Company immediately prior to the Closing.

(c) The Parties hereby acknowledge and agree that after the Closing, the Disinterested Director Majority is authorized and shall have the sole right to act and make or provide any determinations, consents, agreements, settlements or notices on behalf of the Surviving Pubco under this Agreement and to enforce the Surviving Pubco's rights and remedies under this Agreement, in each case with respect to (i) any adjustments under Section 2.5 (and related provisions under the Escrow Agreement), (ii) Fraud Claims against the Company Equity Holders, (iii) any indemnification claims under Section 6.2(h) and (iv) any amendments or waivers under Section 11.10. Nothing in this Section 5.14 shall restrict the right or authorization of the Post-Closing Surviving Pubco Board (including, without limitation, any directors that are executive officers of Surviving Pubco or that are Affiliates of the Company Sponsor) to act and make or provide any determinations, consents, agreements, settlements or notices on behalf of the Surviving Pubco under this Agreement and to enforce of the Surviving Pubco's rights and remedies under this Agreement, in each case other than with respect to the matters set forth in clauses (i), (ii) or (iii) of the preceding sentence.

5.15 Trust Account Disbursement. Parent shall cause the Trust Account to be disbursed to Parent (or to such Persons as designated by Parent to pay any amounts contemplated by Section 2.2(a) or any amounts owed by Parent for its unpaid expenses or other liabilities as of the Closing) concurrently with the Closing upon the terms set forth in the Trust Agreement, including by executing, delivering and satisfying the requirements set forth in the letter attached as Exhibit A thereto.

5.16 Financing.

(a) Each of Parent and Merger Sub shall use reasonable best efforts to take, or cause to be taken, all reasonable actions and to do, or cause to be done, all reasonable things necessary, proper or advisable to arrange, obtain and consummate the Debt Financing on the terms and subject only to the conditions (including the "market flex" provisions) set forth in the Debt Commitment Letter as promptly as practicable after the date hereof, including using reasonable best efforts to (i) maintain in effect and comply with the Debt Commitment Letter, (ii) negotiate and enter into definitive agreements with respect to the Debt Financing on the terms and subject only to the conditions (including the "market flex" provisions) set forth in the Debt Commitment Letter (or on other terms as consented to by the Company, such consent not to be unreasonably withheld, delayed or conditioned), in each case, which shall not expand on the conditions to the funding of the Debt Financing at the Closing, reduce the aggregate amount of the Debt Financing available to be funded at the Closing, impair the validity of the Debt Financing or prevent, impede or delay the consummation of the Debt Financing on the Closing Date, (iii) satisfy on a timely basis (or obtain the waiver of) all conditions and covenants applicable to Parent and Merger Sub in the Debt Commitment Letter and the definitive agreements related thereto or, if necessary or deemed advisable by Parent, seek the waiver of conditions applicable to Parent and Merger Sub contained in such Debt Commitment Letter or such definitive agreements related thereto, (iv) upon the satisfaction or waiver of the conditions to Parent's and Merger Sub's obligations to consummate the Closing, consummate the Debt Financing at the Closing, (v) enforce its rights under the Debt Commitment Letter and the definitive agreements relating to the Debt Financing and (vi) otherwise comply with Parent's and Merger Sub's covenants and other obligations under the Debt Commitment Letter and the definitive agreements relating to the Debt Financing.

(b) Parent and Merger Sub shall not, without the prior written consent of the Company (such consent not to be unreasonably withheld, delayed or conditioned), agree to or permit (i) any termination, repudiation, rescission, cancellation, expiration of or amendment, restatement, replacement, supplement or modification to be made to, or grant any waiver of any provision under, the Debt Commitment Letter or the definitive agreements relating to the Debt Financing, (ii) any waiver of any provision or remedy under the Debt Commitment Letter or (iii) the early termination of the Debt Commitment Letter. Parent shall promptly deliver to the Company copies of any amendment, restatement, replacement, modification, supplement, consent or waiver to or under the Debt Commitment Letter or the definitive agreements relating to the Debt Financing promptly upon execution thereof. Parent and Merger Sub shall use their reasonable best efforts to maintain the effectiveness of the Debt Commitment Letter until the Transactions are consummated. Any breach of the Debt Commitment Letter by Parent or Merger Sub (excluding any breach caused by a breach or violation by the Company of its representations, warranties, covenants or agreements contained in this Agreement that would give Parent the right to terminate its or the Company's obligations under the Merger Agreement to consummate the Closing (or otherwise not consummate the Closing) as a result of such breach) shall be deemed a breach by Parent and Merger Sub of this Agreement.

(c) Parent shall keep the Company reasonably informed on a prompt basis and in reasonable detail of the negotiation and status of its efforts to arrange the Debt Financing and provide to the Company drafts of the definitive documentation for the Debt Financing (and, to the extent reasonably practicable, provide the Company the opportunity to review and comment on drafts in advance of providing such drafts to the Debt Financing Sources and to reasonably incorporate comments provided by the Company (or its counsel) in such drafts) and thereafter complete, correct and executed copies of the material definitive documents for the Debt Financing. Parent and Merger Sub shall give the Company prompt notice of (i) any actual, threatened or alleged breach, default, termination, cancellation, rescission, expiration or repudiation by any party to the Debt Commitment Letter or definitive documents related to the Debt Financing which becomes known to Parent or Merger Sub, (ii) the receipt by Parent or Merger Sub of any written notice or other written communication from any Debt Financing Source with respect to any (A) actual, threatened or alleged breach, default, termination, cancellation, rescission, expiration or repudiation by any party to the Debt Commitment Letter or any definitive document related to the Debt Financing of any provisions of the Debt Commitment Letter or any definitive document related to the Debt Financing (including any proposal by any Debt Financing Source or other Person to withdraw, terminate or make a material adverse change in the terms of (including the amount of Debt Financing contemplated by) the Debt Commitment Letter), or (B) dispute or disagreement between Parent, Merger Sub and any Debt Financing Source or among any parties to the Debt Commitment Letter or any definitive document related to the Debt Financing, in each case regarding the Debt Financing and (iii) the occurrence of an event or development that could reasonably be expected to adversely impact the ability of Parent or Merger Sub to obtain all or any portion of the Debt Financing on the terms and in the manner contemplated by the Debt Commitment Letter; provided, that no such notification shall affect any of the representations, warranties, covenants, rights or remedies of, or the conditions to the obligation of, the Parties hereunder. As soon as reasonably practicable, but in any event within three (3) Business Days of the date the Company delivers to Parent or Merger Sub a written request, Parent and Merger Sub shall provide any information reasonably requested by the Company relating to any circumstance referred to in the immediately preceding sentence.

(d) If any portion of the Debt Financing becomes unavailable on the terms and conditions (including any applicable "market flex" provisions) contemplated by the Debt Commitment Letter, Parent shall promptly notify the Company in writing, and Parent and Merger Sub shall use their reasonable best efforts to do all things necessary, proper or advisable to arrange and obtain, as promptly as reasonably practicable, in replacement thereof alternative financing (the "Alternative Financing") from alternative sources in an amount at least equal in the aggregate to the aggregate amount of the Debt Financing contemplated by the Debt Commitment Letter with terms and conditions (including "market flex" provisions) as consented to by the Parties, and Parent and Merger Sub shall deliver to the Company true, correct and complete copies of the alternative debt commitment letters (including fee letters) pursuant to which any such alternative financing source shall have committed to provide any portion of the alternative Debt Financing; provided, that, any such alternative debt commitment letter will not (i) without the prior written consent of the Company (not to be unreasonably withheld, delayed or conditioned), involve any conditions to funding of the Debt Financing that are not contained in the Debt Commitment Letter or (ii) reasonably be expected to prevent, impede or materially delay the consummation of the Transactions. For purposes of this Agreement, other than with respect to representations in this Agreement made by Parent and Merger Sub that speak as of the date hereof, references to (x) the "Debt Financing" shall include the financing contemplated by the Debt Commitment Letter as permitted to be amended, modified, supplemented or replaced by this Section 5.16, (y) references to the "Debt Commitment Letter" shall include such documents as permitted to be amended, modified, supplemented or replaced by this Section 5.16 and (z) references to "Debt Financing" shall include the debt financing contemplated by the Debt Commitment Letter as permitted to be amended, modified, supplemented or replaced by this Section 5.16.

(e) Prior to the Closing Date, the Company shall use its reasonable best efforts to, and to cause its Subsidiaries to use reasonable best efforts to, provide to Parent and Merger Sub such reasonable cooperation as is customary and necessary for financings of this type and reasonably requested by Parent in connection with the arrangement of the Debt Financing (including any Alternative Financing) and any Additional Equity Financing (in accordance with the terms of Section 5.16(k), if applicable), including:

(i) in each case, at the Company's sole cost and expense (provided, that, for the avoidance of doubt, such efforts shall only include efforts by the Company and its Subsidiaries, and in no event shall the Company be obligated to make any payment to Parent, Merger Sub or any third party in connection with such efforts):

(A) furnishing Parent with the Required Information (provided, that in no event shall the Required Information be deemed to include or shall the Company otherwise be required to provide: (I) any post-Closing or pro forma financial statements; (II) any information regarding any post-Closing or pro forma cost savings, synergies, capitalization, ownership or other post-Closing pro forma adjustments desired to be incorporated into any information used in connection with the Debt Financing or any Additional Equity Financing (in accordance with the terms of Section 5.16(k)); or (III) any other financial statements not explicitly included within the definition of Required Information;

(B) upon reasonable advance notice, assisting in preparation for and participating in a reasonable number of lender or investor meetings (including a reasonable number of one-on-one meetings and calls that are requested in advance with or by the parties acting as lead arrangers or agents for, and prospective lenders of or investors in, the Debt Financing or any Additional Equity Financing (in accordance with the terms of Section 5.16(k))), presentations and sessions with rating agencies in connection with the Debt Financing at reasonable times and locations mutually agreed, and assisting Parent in obtaining ratings in connection with the Debt Financing;

(C) assisting Parent with the preparation by Parent and the Debt Financing Sources of materials for rating agency presentations, bank information memoranda and similar marketing documents required in connection with the Debt Financing;

(D) executing and delivering as of (but not prior to), and subject to the effectiveness of, the Closing any pledge and security documents, other definitive financing documents or other certificates or documents as may be reasonably requested by Parent, and otherwise reasonably facilitating the pledging of collateral in connection with the Debt Financing; and

(E) providing all documentation and other information about the Company and its Subsidiaries as is reasonably required under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, to the extent reasonably requested in writing by Parent at least five (5) Business Days in advance of the Closing;

(F) providing the projections that have been provided prior to the date hereof in the Investor Presentation, dated January 2019, that has been provided to Parent prior to the date hereof; and

(ii) in each case, at Parent's sole cost and expense, any other reasonable cooperation as is customary and necessary for financings of this type and reasonably requested by Parent in connection with the arrangement of the Debt Financing (including any Alternative Financing) and, if applicable, any Additional Equity Financing (in accordance with the terms of Section 5.16(k)).

(f) Notwithstanding anything to the contrary herein, (i) all such requested cooperation provided in accordance with this Section 5.16 shall not unreasonably interfere with the normal business or operations of the Company and its Subsidiaries, (ii) nothing in this Section 5.16 shall require cooperation of the Company or any of its Subsidiaries to the extent it would (A) subject the Company or any of its Subsidiaries (or any of their respective directors, officers, managers or employees) to bear any expense (other than (x) as expressly provided in Section 5.16(e)(i), (y) as reimbursed by Parent pursuant to Section 5.16(g) below or (z) Excluded Financing Expenses), pay any commitment or other fee, enter into any definitive agreement, incur any other Liability, make any other payment or agree to provide any indemnity in connection with the Debt Financing or any Additional Equity Financing, in either case, prior to the Effective Time, (B) reasonably be expected to conflict with or violate the Company's Organizational Documents or any Law or result in, prior to the Effective Time, the contravention of, or that would reasonably be expected to result in, prior to the Effective Time, a violation or breach of, or default under, any Material Contract, (C) cause any of the conditions to the Closing set forth in ARTICLE VII to not be satisfied, or (D) cause a breach of this Agreement, (iii) neither the Company nor any of its Subsidiaries shall be required to be an issuer or obligor with respect to the Debt Financing (except for the Surviving Company and the Acquired Companies from and after the Closing) and (iv) Parent, Merger Sub and the Company agree to use their reasonable efforts to maintain attorney-client privilege or other applicable legal privilege with respect to the information provided in connection with such cooperation. For the avoidance of doubt, none of the Company or any of its Subsidiaries or their respective officers, directors, managers or employees shall be required to execute or enter into or perform any agreement with respect to the financing contemplated by the Debt Commitment Letter or the Additional Equity Financing, in any case, that is not contingent upon the Closing or that would be effective prior to the Closing. No managers of the Company that will not be continuing directors on the Post-Closing Surviving Pubco Board, acting in such capacity, shall be required to execute or enter into or perform any agreement with respect to the Debt Financing or any Additional Equity Financing.

(g) Parent shall promptly, upon request by the Company, reimburse the Company for all out-of-pocket costs and expenses incurred pursuant to Section 5.16(e)(ii) by the Company or any of its Subsidiaries or their respective Representatives, but in any event excluding any fees and expenses of Simpson Thacher & Bartlett LLP (or other counsel to the Company for the Debt Financing or any Additional Equity Financing) or Credit Suisse Securities (USA) LLC (or other financial advisor to the Company with respect to the Debt Financing or any Additional Equity Financing) (the "Excluded Financing Expenses").

(h) The Company hereby consents to the use of its logos solely in connection with the Debt Financing (and any Additional Equity Financing (in accordance with the terms of Section 5.16(k))); provided, that Parent and Merger Sub shall use their reasonable best efforts to ensure that such logos are used solely in a manner that is not intended to or reasonably expected to harm or disparage the Company or the Company's reputation or goodwill and will comply with the Company's usage requirements to the extent made available to Parent prior to the date of this Agreement.

(i) Parent and Merger Sub acknowledge and agree that the obtaining of the Debt Financing, or any Alternative Financing, or any Additional Equity Financing, is not a condition to Closing.

(j) For the avoidance of doubt, the parties hereto acknowledge and agree that the provisions contained in Section 5.16(e) represent the sole obligation of the Company, its Subsidiaries and their respective Representatives with respect to cooperation in connection with the arrangement of the Debt Financing and any Additional Equity Financing and no other provision of this Agreement (including the Exhibits and Schedules hereto) shall be deemed to expand or modify such obligations.

(k) During the Interim Period, Parent may enter into and consummate subscription agreements with investors relating to a private equity investment in Surviving Pubco to purchase shares of Surviving Pubco in connection with a private placement, and/or enter into backstop arrangements with potential investors, in either case on terms and conditions approved in writing by the Company (such approval not to be unreasonably withheld, conditioned or delayed) (any such agreements entered into in accordance with the terms of this Section 5.16(k), an "Additional Equity Financing"); provided, that, notwithstanding anything to the contrary set forth in this Section 5.16(k) or elsewhere in this Agreement, the Company may withhold its consent to any Additional Equity Financing in its sole and absolute discretion if such Additional Equity Financing involves:

(i) (1) any post-Closing covenants binding upon the Company or any of its Affiliates, (2) any representations or warranties of the Company or any of its Affiliates that survive following the Closing, or (3) rights granted to such investors from any Person (other than rights granted solely by the Parent Sponsor) other than the right to purchase the shares at the price set forth therein immediately prior to or concurrently with the consummation of the Closing; provided, that notwithstanding anything to the contrary set forth in this clause (i), the Company shall not unreasonably withhhold, condition or delay its consent to a provision granting such investor (A) registration rights substantively similar to (or otherwise more favorable to Parent, the Company and their respective Affiliates than) those set forth on Annex A or (B) existing registration rights of the Parent Sponsor that are assigned by Parent Sponsor to such investors in compliance with the provisions of the Parent Sponsor Letter;

(ii) the sale or issuance of any Equity Interests (x) in any Person other than the sale or issuance of Surviving Pubco Class A Shares, (y) at a price less than the Per Share Price, or (z) that would, if consummated, cause the condition set forth in Section 7.3(e) not to be met; or

(iii) the issuance of securities or commitments to issue securities by the Surviving Pubco for aggregate proceeds in excess the greater of (A) $30,000,000 and (B) after the number of Parent Class A Shares held by Public Stockholders validly submitted for Redemption has been finally determined, the sum of (x) the number of such Parent Class A Shares multiplied by the Redemption Price plus (y) $30,000,000 (for the avoidance of doubt, the foregoing clause (iii) shall not apply to any backstop commitments of investors to (1) purchase Parent Class A Shares other than from Parent or Surviving Pubco and/or retain Parent Class A Shares owned by such investors and (2) in either case, commit to not redeem such Parent Class A Shares in the Redemption); provided that, solely for purposes of Section 5.16(k)(iii)(B)(x), the Redemption Price shall be calculated based on the amount in the Trust Account as of the applicable date of determination.

Parent shall use its reasonable best efforts to keep the Company reasonably informed of the status of any and all discussions pertaining to Additional Equity Financing, and shall provide the Company with true, correct and complete copies of any Contract relating thereto no later than forty-eight (48) hours following the execution thereof. Parent shall not, without the prior written consent of the Company, agree to or permit (i) any termination, repudiation, rescission, cancellation, expiration of or amendment, restatement, replacement, supplement or modification to be made to, or grant any waiver of any provision under, any agreements entered into in connection with the Additional Equity Financing, (ii) any waiver of any provision or remedy under any agreements entered into in connection with the Additional Equity Financing or (iii) the early termination of any agreements entered into in connection with the Additional Equity Financing.

5.17 Section 16. Prior to the Closing, the board of directors of Parent, or an appropriate committee of "non-employee directors" (as defined in Rule 16b-3 of the Exchange Act) thereof, shall adopt a resolution consistent with the interpretive guidance of the SEC so that the acquisition of Parent and/or Surviving Pubco equity securities, as applicable, in each case, pursuant to this Agreement and the Transaction Documents, by any person owning securities of the Acquired Companies who is expected to become a director or officer (as defined under Rule 16a-1(f) under the Exchange Act) of the Surviving Pubco shall be an exempt transaction for purposes of Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder.

5.18 No Trading. The Company acknowledges and agrees that it is aware, and that the Company's Affiliates are aware (and each of their respective other Representatives is aware or, upon receipt of any material nonpublic information of Parent, will be advised) of the restrictions imposed by U.S. federal securities laws and the rules and regulations of the SEC and Nasdaq promulgated thereunder or otherwise and other applicable foreign and domestic Laws on a Person possessing material nonpublic information about a publicly traded company. The Company hereby agrees that, while it is in possession of such material nonpublic information concerning Parent, it shall not purchase or sell any securities of Parent (to the extent such purchase or sale would violate applicable Law).

5.19 Domestication. At (or prior to) the Effective Time, (i) Parent shall attend to and effect all filings, including with the Registrar of Companies in the Cayman Islands, as required under the Companies Law to effect the Domestication, (ii) Parent shall duly execute and file a certificate of corporate domestication with the Office of the Secretary of State of the State of Delaware, (iii) Parent shall duly execute and file a certificate of incorporation with the Secretary of State of the State of Delaware identical to the certificate of incorporation attached hereto as Exhibit Q (the "Surviving Pubco Charter"), which shall be the certificate of incorporation of the Surviving Pubco until thereafter amended in accordance with the DGCL and as provided in such certificate of incorporation, (iv) the Surviving Pubco shall adopt bylaws identical to the bylaws attached hereto as Exhibit R (the "Surviving Pubco Bylaws"), which shall be the bylaws of the Surviving Pubco until thereafter amended in accordance with the DGCL, the certificate of incorporation of the Surviving Pubco and as provided in such bylaws and (v) Parent shall take any other action reasonably necessary to consummate the Domestication in accordance with the applicable provisions of the DGCL and the Companies Law, in each case such that the Domestication shall become effective at the Effective Time. Any reference in this Agreement to Parent or Parent Class A Shares and Parent Class B Shares, collectively, for periods from and after the Domestication will be deemed to include Surviving Pubco and the Surviving Pubco Class A Shares, respectively. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and agree that the Domestication will occur simultaneously with the Merger; provided, that, to the extent permitted by applicable Law, the parties agree for Tax purposes only to treat the Domestication as occurring immediately prior to the Merger. For the avoidance of doubt, any reference in this Agreement to Surviving Pubco for periods prior to the Domestication shall include Parent and any reference in this Agreement to Parent for periods from and after the Domestication shall include Surviving Pubco.

ARTICLE VI

OTHER COVENANTS

6.1 Maintenance of Books and Records.

(a) For a period of seven (7) years after the Closing Date, the Surviving Pubco agrees to retain, in accordance with the Company's historical record retention policy (and shall cause the Acquired Companies to retain), and the Surviving Pubco shall not (and shall not permit the Acquired Companies to) dispose of or destroy, other than in compliance with such historical record retention policy, any of, the business records and files of the Acquired Companies relating to all periods prior to the Closing Date, in the form such business records and files existed as of the Closing Date. Subject to Section 6.1(b) below, the Surviving Pubco shall make such copies, if any, reasonably available to the Company Securityholder Representative or its Representatives for a period of seven (7) years after the Closing Date to the extent necessary for the Company Securityholder Representative, any Company Equity Holder or any of their respective Representatives to (x) fulfill any of its obligations hereunder or under any Transaction Document or (y) satisfy any of its reporting or similar obligations to any of its members; provided, however, any such access shall be conducted in such a manner as not to interfere unreasonably with the operation of the business. Notwithstanding the foregoing, any and all such records may be destroyed by the Surviving Pubco at any time if such Party sends to the Company Securityholder Representative written notice of its intent to destroy such records, specifying in reasonable detail the contents of the records to be destroyed. Such records may then be destroyed after the thirtieth (30th) calendar day following such notice unless the Company Securityholder Representative notifies the destroying party that it desires to obtain possession of such records, in which event the destroying party shall transfer the records to the Company Securityholder Representative, subject to Section 6.1(b) below. Notwithstanding anything to the contrary contained herein, the Surviving Pubco and its Subsidiaries shall not be required to provide any information or access that the Surviving Pubco reasonably believes would violate applicable Law, including antitrust Laws and data protection Laws, rules or regulations or the terms of any applicable confidentiality obligation or cause forfeiture of attorney/client privilege.

(b) The Company Securityholder Representative hereby agrees that it shall, and shall cause its Representatives to treat and hold in strict confidence any Acquired Company Confidential Information provided pursuant to Section 6.1(a), and, except as set forth in Section 6.1(a), will not use for any purpose, nor directly or indirectly disclose, distribute, publish, disseminate or otherwise make available to any third party any of the Acquired Company Confidential Information without the Surviving Pubco's prior written consent. Notwithstanding the foregoing, the Company Securityholder Representative and its Representatives may disclose Acquired Company Confidential Information in the event that the Company Securityholder Representative or any of its Representatives is requested or required to disclose such Acquired Company Confidential Information pursuant to any law, rule, regulation or other legal process; provided, that, the Company Securityholder Representative or the applicable Representative shall (A) provide the Surviving Pubco, to the extent legally permitted, with prompt written notice (which may be via email) of such requirement so that the Surviving Pubco or an Affiliate thereof may seek, at the Surviving Pubco's cost, a protective Order or other remedy or waive compliance with this Section 6.1(b), and (B) furnish only that portion of such Acquired Company Confidential Information which is legally required to be provided pursuant to the applicable legal process as advised by counsel (which may be internal) and to exercise its commercially reasonable efforts to obtain assurances that confidential treatment will be accorded such Acquired Company Confidential Information. Notwithstanding the foregoing, notice to the Surviving Pubco shall not be required and nothing herein shall restrict the Company Securityholder Representative or any of its Affiliates from disclosing Acquired Company Confidential Information to the extent reasonably necessary in order to cooperate with any routine audit or examination by a regulatory or self-regulatory authority, bank examiner or other relevant examiner, or auditor. For purposes hereof, "Acquired Company Confidential Information" means all confidential or proprietary documents and information concerning an Acquired Company or any of its Representatives (including any information of third parties where an Acquired Company has an obligation to keep such information confidential), in each case obtained by the Company Securityholder Representative or its Affiliates pursuant to Section 6.1(a); provided, however, that Acquired Company Confidential Information shall not include any information which, (x) at the time of disclosure by the Company Securityholder Representative or its Representatives, is publicly available (other than as a result of a disclosure in breach of this Section 6.1(b)) or (y) at the time of the disclosure to the Company Securityholder Representative or its Representatives, was previously known by such receiving party without violation of Law or any confidentiality obligation by the Person receiving such Acquired Company Confidential Information.

6.2 Tax Matters.

(a) Intended Tax Treatment; Purchase Price Allocation. The Parties intend that (i) the Domestication is intended to be treated as a reorganization within the meaning of Section 368(a)(1)(F) of the Code, and that this Agreement shall be adopted as a plan of reoganization, (ii) the Surviving Company is a continuation of the Company for U.S. federal income tax purposes and that the Parties shall treat the Cash Consideration and any NCP Contingent Payment Remaining Amount received in connection with the Merger as an acquisition of interests in the Company by the Surviving Pubco (the "Intended Tax Treatment"). The Company Securityholder Representative shall prepare and deliver to the Surviving Pubco, within ninety (90) days following the determination of the Final Closing Adjustment in accordance with Section 2.5 of this Agreement, an allocation of the Merger Consideration and any other amounts treated as consideration for U.S. federal income tax purposes among the Company's assets in accordance with Section 2.2(b) of this Agreement and Section 1060 (and Section 751 and 755, if applicable) of the Code and the Treasury regulations promulgated thereunder (the "Allocation"). The Surviving Pubco shall have thirty (30) days from the receipt of the Allocation to review and comment on the Allocation and the Surviving Pubco and the Company Securityholder Representative shall negotiate in good faith to resolve any disagreements; provided, that if the Surviving Pubco does not provide any comments in writing to the Company Securityholder Representative within such period, such Allocation as delivered by the Company Securityholder Representative shall become final. Any disputes under this Section 6.2 that cannot be resolved through good faith negotiation shall be referred to the Neutral Accountant, whose determination shall be final and binding upon the parties. The cost of the Neutral Accountant's review and determination shall be borne by the Surviving Pubco and the Company Securityholder Representative in accordance with the principles of Section 2.5 of this Agreement. The Company Securityholder Representative and the Surviving Pubco shall report consistently with the Intended Tax Treatment and the Allocation on all Tax Returns, and no Party shall take any position in any Tax Return or with any Governmental Authority that is inconsistent with the Intended Tax Treatment or Allocation, as finally determined in accordance with this Section 6.2(a) in each case, unless required to do so by a final determination as defined in Section 1313 of the Code.

(b) Tax Returns.

(i) The Surviving Pubco shall prepare and timely file, or shall cause to be prepared and timely filed, all Tax Returns for the Acquired Companies required to be filed after the Closing. The Surviving Pubco shall make all payments required with respect to any such Tax Returns. With respect to any Tax Returns of the Acquired Companies that are due after the Closing that are of the type used to report the income, loss, gain, deduction and other Tax attributes from the operation of a partnership or other pass-through entity and that are of the type that could reflect items of income, loss, gain, deduction or other Tax attributes required to be included on a Tax Return of a Company Equity Holder (whether or not such items are actually reflected thereon) (a "Flow-Through Tax Item"), (w) such Tax Returns shall be prepared consistent with past practice, except as otherwise required by applicable Law, (x) the Surviving Pubco shall submit such Tax Return to the Company Securityholder Representative no later than thirty (30) days prior to filing any such Tax Return for its review, (y) the Surviving Pubco shall make any changes to such Tax Returns reasonably requested by the Company Securityholder Representative to the extent such comments relate to Flow-Through Tax Items and (z) no such Tax Return shall be filed without the prior written consent of the Company Securityholder Representative. Notwithstanding the foregoing, the Company shall have in effect an election under Section 754 of the Code for the taxable period which includes the Closing Date.

(ii) The Surviving Pubco and the Company Equity Holders agree that in connection with the preparation and filing of Tax Returns of or with respect to the Acquired Companies, to the extent permitted by applicable Law, deductions and/or losses of or with respect to Company Indebtedness, Employee Payments and Transaction Expenses shall be claimed in taxable periods, or portions thereof, ending on or before the Closing Date.

(iii) Notwithstanding any other provision in this Agreement or the Transaction Documents, all transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) ("Transfer Taxes") incurred in connection with this Agreement or the Transaction Documents (including any transfer or similar tax imposed by states or subdivisions) shall be borne by the Surviving Pubco, and paid when due. The Surviving Pubco shall, at its own expense, timely file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and, if required by applicable Law, the Company Equity Holders will join in the execution of any such Tax Returns and other documentation.

(c) Allocation of Taxes. The portion of any Taxes for a taxable period beginning on or before and ending after the Closing Date allocable to the portion of such period ending on the Closing Date shall be deemed to equal (i) in the case of Taxes that (x) are based upon or related to income or receipts or (y) imposed in connection with any sale or other transfer or assignment of property, other than Transfer Taxes, the amount which would be payable if the taxable year ended with the Closing Date, and (ii) in the case of other Taxes imposed on a periodic basis (including property Taxes), the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of calendar days in the period ending with the Closing Date and the denominator of which is the number of calendar days in the entire period. For purposes of computing the Taxes attributable to the two portions of a taxable period pursuant to this Section 6.2(c), the amount of any item that is taken into account only once for each taxable period (*e.g.*, the benefit of graduated tax rates, exemption amounts, etc.) shall be allocated between the two portions of the period in proportion to the number of days in each portion. The parties agree that all items of income, gain, loss, deduction and credit allocable among the members of the Company for the taxable year that includes the Closing Date shall be allocated by taking into account the member's varying interests during such taxable year in accordance with Section 706(d) of the Code using the "interim closing of the books" method.

(d) Cooperation in Tax Matters. The Company Equity Holders and the Surviving Pubco shall cooperate reasonably in connection with the filing of Tax Returns of the Acquired Companies and any Tax Proceeding of any Acquired Company. Such cooperation shall include the provision of records and information with respect to any Acquired Company which are in the possession of any Company Equity Holder or the Surviving Pubco and are reasonably relevant to any such Tax Proceeding. Without limiting the foregoing, the Company Equity Holders will cooperate reasonably and use commercially reasonable efforts to have the now-current officers, directors and employees of any Acquired Company cooperate with the Surviving Pubco in furnishing information, evidence, testimony and other assistance in connection with the filing of any Tax Return or any Tax Proceeding with respect to matters pertaining to any and all periods beginning prior to the Closing Date. The Company Equity Holders agree to transfer to the Surviving Pubco on or as soon as practicable after the Closing Date (but in no event later than fifteen (15) Business Days after the Closing Date) all Books and Records of the Acquired Companies with respect to Tax matters pertinent to any Acquired Company that are in their possession or subject to their direct or indirect control.

(e) Tax Proceedings. The Company Securityholder Representative shall have the right, at the expense of the Company Equity Holders (or, in the case of any Tax Proceeding or other claim related to Taxes which are indemnified pursuant to Section 6.2(h), out of the Additional Escrow Account), to control any Tax Proceeding, initiate any claim for refund, contest, resolve and defend against any assessment, notice of deficiency, or other adjustment or proposed adjustment relating to any and all Taxes of the Company and its Subsidiaries for any taxable period ending on or before the Closing Date or relating to Taxes which are indemnified pursuant to Section 6.2(h); provided, however, the Company Securityholder Representative shall inform the Surviving Pubco of the status of any such proceedings, shall provide the Surviving Pubco (at the Surviving Pubco's cost and expense) with copies of any pleadings, correspondence and other documents as the Surviving Pubco may reasonably request and shall reasonably consult with the Surviving Pubco prior to the settlement of any such proceedings and shall obtain the prior written consent of the Surviving Pubco prior to the settlement of any such proceedings that could reasonably be expected to adversely affect the Surviving Pubco or an Acquired Company in any taxable period ending after the Closing Date, which consent shall not be unreasonably conditioned, withheld or delayed; provided, further, that the Surviving Pubco, at its own expense, shall have the right to participate in, but not direct, the prosecution or defense of any such Tax Proceedings controlled by the Company Securityholder Representative. the Surviving Pubco shall have the right, at its own expense, to control any other Tax Proceeding, initiate any other claim for refund, and contest, resolve and defend against any other assessment, notice of deficiency, or other adjustment or proposed adjustment relating to Taxes with respect to an Acquired Company; provided, that in the case of any such Tax Proceeding, claim for refund, contest, assessment, deficiency or other adjustment or proposed adjustment relating to Taxes of the Company or any of its Subsidiaries for a taxable period that includes but does not end on the Closing Date and which is not otherwise controlled by the Company Securityholder Representative in accordance with this Section 6.2(e), (A) the Surviving Pubco shall provide the Company Securityholder Representative written notice of such proceeding, and (B) the Surviving Pubco shall inform the Company Securityholder Representative of the status of any such proceedings, shall provide the Company Securityholder Representative (at the Company Securityholder Representative's cost and expense) with copies of any pleadings, correspondence and other documents as the Company Securityholder Representative may reasonably request, and shall consult with the Company Securityholder Representative prior to the settlement of any such proceedings and shall obtain the prior written consent of the Company Securityholder Representative prior to the settlement of any such proceedings that could reasonably be expected to adversely affect the Company Securityholder Representative or the Company or any of its Subsidiaries in any taxable period (or portion thereof) ending on or before the Closing Date, which consent shall not be unreasonably conditioned, withheld or delayed; provided, further, that the Company Securityholder Representative, at its own expense, shall have the right to participate in, but not direct, the prosecution or defense of any such Tax Proceeding controlled by the Surviving Pubco that relates to a taxable period that includes but does not end on the Closing Date.

(f) Post-Closing Actions. Neither the Surviving Pubco nor any of its Affiliates (including, after the Closing, the Acquired Companies) shall, without the prior written consent of the Company Securityholder Representative, (i) make, change or revoke any Tax election affecting a taxable period (or portion thereof) ending on or before the Closing Date of any Acquired Company, (ii) amend, refile or otherwise modify (or grant an extension of any applicable statute of limitations with respect to) any Tax Return of the Acquired Companies relating to a taxable period (or portion thereof) ending on or before the Closing Date, (iii) file or request any ruling with respect to Taxes or Tax Returns of the Acquired Companies, or enter into any voluntary disclosure with any Governmental Authority regarding any Tax or Tax Returns of the Acquired Companies, in each case relating to a taxable period (or portion thereof) ending on or before the Closing Date or (iv) take any action that results in any increased Tax liability or reduction of any Tax asset of any Company Equity Holder in respect of a taxable period ending on or before the Closing Date.

(g) Non-Foreign Person Certificates. Prior to the Closing, each Company Equity Holder shall have delivered to Parent a properly signed certification, dated as of the Closing Date, pursuant to Treasury Regulations Section 1.1445-2(b)(2) and Section 1446(f) of the Code certifying that such Company Equity Holder is not a "foreign person" as defined in Section 1445 of the Code.

(h) Other Tax Matters.

(i) From and after the Closing, and subject to the provisions of this Section 6.2(h), the Company Equity Holders agree to indemnify the Surviving Pubco and its Subsidiaries, including the Surviving Company, and to hold each of them harmless solely out of the Additional Escrow Account for any Taxes for taxable periods (or portions thereof) ending on or before the Closing Date which relate to item number 1 on Section 3.12(a) of the Company Disclosure Schedule and any related costs and expenses (the "Additional Escrow Matters").

(ii) Recovery against the Additional Escrow Account pursuant to this Section 6.2(h) shall constitute Surviving Pubco's and its Subsidiaries' sole and exclusive remedy against the Company Equity Holders for any and all Liabilities relating to or arising from the Additional Escrow Matters (except for Fraud Claims).

(iii) Any amounts remaining in the Additional Escrow Account following the third (3rd) anniversary of the Closing that are not subject to finally determined or pending Additional Escrow Claims shall be released, pursuant to the terms set forth in the Escrow Agreement, to the Company Equity Holders pro rata according to such Company Equity Holder's share of the Merger Consideration as determined pursuant to Section 2.2(b)(ii), and on such anniversary Surviving Pubco and Company Securityholder Representative shall delivery a joint written notice to such effect. After the third (3rd) anniversary of the Closing, upon final determination of all pending Additional Escrow Claims, any amounts remaining in the Additional Escrow Account after satisfaction of all amounts owed with respect to such Additional Escrow Claims shall be released, pursuant to the terms set forth in the Escrow Agreement, to the Company Equity Holders pro rata according to such Company Equity Holder's share of the Merger Consideration as determined pursuant to Section 2.2(b)(ii), and Surviving Pubco and the Company Securityholder Representative shall deliver a joint written notice to such effect.

(iv) Claim Procedure. In the case of any Tax Proceeding which if successful would result in an indemnification obligation pursuant to this Section 6.2(h) (an "Additional Escrow Claim"), Surviving Pubco shall promptly notify the Company Securityholder Representative of the Additional Escrow in writing, which notice shall describe the facts giving rise to such Additional Escrow Claim and the amount of resulting Taxes and/or related costs and expenses (if known and quantifiable); provided, however, that no delay on the part Surviving Pubco in notifying the Company Securityholder Representative shall relieve the Company Securityholder Representative from any obligation hereunder unless (and then solely to the extent that) the Company Securityholder Representative is actually and materially prejudiced thereby; provided further that, for the avoidance of doubt, the Company Securityholder Representative shall have the right to control any Additional Escrow Claim in accordance with Section 6.2(e) hereof.

(i) Tax Adjustments. The Parties agree to treat any amount paid in cash pursuant to Section 2.5 or this Section 6.2 as an adjustment to the Merger Consideration for federal Tax purposes, unless otherwise required by Law.

6.3 Further Assurances. From time to time after the Closing Date, upon reasonable request of any Party, each Party shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions required to consummate and make effective the Transactions.

6.4 Indemnification, Exculpation and Insurance.

(a) The Surviving Pubco, from and after the Closing Date through the sixth (6^{th}) anniversary of the Closing Date, shall cause (i) the Organizational Documents of each Acquired Company and Acquiror Company to contain provisions no less favorable to the current or former directors, managers, officers or employees of such Acquired Company or Acquiror Company (collectively, "D&O Indemnitees") with respect to limitation of certain liabilities, advancement of expenses and indemnification than are set forth as of the date of this Agreement in the Organizational Documents of such Acquired Company or Acquiror Company, as applicable, which provisions in each case shall not be amended, repealed or otherwise modified in a manner that would adversely affect the rights thereunder of the D&O Indemnitees with respect to any acts or omissions occurring at or prior to the Closing.

(b) Prior to the Closing, the Company may obtain up to six (6) years of "tail" coverage with respect to the Acquired Companies' directors' and officers' liability insurance policies with coverage amounts, terms and conditions substantially similar to those of the Acquired Companies' directors' and officers' liability insurance policies in effect as of the date hereof and covering each D&O Indemnitee covered by the Acquired Companies' directors' and officers' liability insurance policies in effect as of the date hereof. Prior to the Closing, Parent may obtain up to six (6) years of "tail" coverage with respect to the Acquiror Companies' directors' and officers' liability insurance policies with coverage amounts, terms and conditions substantially similar to those of the Acquiror Companies' directors' and officers' liability insurance policies in effect as of the date hereof and covering each D&O Indemnitee covered by the Acquiror Companies' directors' and officers' liability insurance policies in effect as of the date hereof. The Surviving Pubco shall and shall cause the Surviving Company to maintain each such "tail" policy and not take any action to adversely modify or terminate any such "tail" policy during the applicable tail period thereof.

(c) The provisions of this Section 6.4: (i) are intended to be for the benefit of, and shall be enforceable by, each D&O Indemnitee, his or her heirs and his or her Representatives and (ii) are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have by Contract or otherwise.

(d) In the event the Surviving Pubco, any Acquired Company, any Acquiror Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in either such case, the Surviving Pubco shall use commercially reasonable efforts to ensure that the successors and assigns of the Surviving Pubco or such Acquired Company or Acquiror Company, as the case may be, shall assume, at and as of the closing of the applicable transaction referred to in this Section 6.4(d), all of the obligations set forth in this Section 6.4.

(e) The obligations of the Surviving Pubco under this Section 6.4 shall not be terminated or modified in such a manner as to materially and adversely affect any D&O Indemnitee to whom this Section 6.4 applies without the consent of the affected D&O Indemnitee (it being expressly agreed that the D&O Indemnitees to whom this Section 6.4 applies shall be third party beneficiaries of this Section 6.4).

6.5 Employee Benefits.

(a) During the period commencing at the Closing and ending on the first (1st) anniversary of the Closing Date, the Surviving Pubco shall, or shall cause the Surviving Company to, provide (i) each continuing employee of the Surviving Company or its Subsidiaries with a base salary or wage rate and an annual target bonus opportunity at least equal to the base salary or wage rate and annual target bonus opportunity in effect as of immediately prior to the Closing Date, and (ii) continuing employees other employee benefits that are substantially similar in the aggregate to those provided to employees of the Company and its Subsidiaries immediately prior to the Closing Date.

(b) From and after the Closing, the Surviving Pubco shall, or shall cause the Surviving Company to, honor, pay, perform and satisfy any and all liabilities, obligations and responsibilities under any Company Benefit Plan or Company Benefit Arrangement in accordance with the terms thereof.

(c) For purposes of eligibility, vesting, benefit accrual (other than benefit accrual under a defined benefit pension plan) and entitlement to benefits, including the determination of the level of vacation and severance pay benefits under the benefit and compensation plans, programs, agreements and arrangements of the Surviving Pubco, the Surviving Company or any of their respective Subsidiaries in which employees are eligible to participate following the Closing (the "Surviving Pubco Plans"), the Surviving Pubco and the Surviving Company shall, to the extent permitted under such plans, credit each employee with his or her years of service with the Company, its Subsidiaries and any predecessor entities, to the same extent as such employee was entitled immediately prior to the Closing to credit for such service under any similar Company Benefit Plan, except where such crediting would result in duplication of benefits. Surviving Pubco Plans shall not deny employees coverage on the basis of pre-existing conditions to the extent such conditions were waived or satisfied under similar Company Benefit Plans immediately prior to the Closing and shall credit such employees for any deductibles and out-of-pocket expenses paid prior to the Closing Date, in satisfying any deductibles and out-of-pocket expenses in the applicable plan year to which such deductibles and out-of-pocket expenses relate.

(d) The parties hereto acknowledge and agree that all provisions contained in this Section 6.5 are included for the sole benefit of Parent and the Company and shall not create any right (i) in any other Person, including any employee, former employee or any participant or any beneficiary thereof in any Company Benefit Plan or Surviving Pubco Plan, or (ii) to continued employment with the Company, the Surviving Pubco or any of their respective Subsidiaries. After the Effective Time, nothing contained in this Section 6.5 is intended to be or shall be considered to be an amendment or adoption of any plan, program, agreement, arrangement or policy of the Surviving Company, the Surviving Pubco or any of their respective Subsidiaries, nor shall it interfere with the Surviving Pubco's, the Surviving Company's or any of their respective Subsidiaries' right to amend, modify or terminate any Company Benefit Plan, Company Benefit Arrangement or Surviving Pubco Plan (subject to the foregoing provisions of this Section 6.5) or to terminate the employment of any employee of the Surviving Pubco, the Surviving Company or any of their respective Subsidiaries for any reason.

6.6 Form 8-K Filings. Parent and the Company shall mutually agree upon and, as promptly as practicable after the execution of this Agreement, issue a press release announcing the execution of this Agreement (the "Signing Press Release"). Parent and the Company shall cooperate in good faith with respect to the prompt preparation of, and, as promptly as practicable after the execution of this Agreement (but in any event within four (4) Business Days thereafter), Parent shall file with the SEC, a Current Report on Form 8-K pursuant to the Exchange Act to report the execution of this Agreement (the "Announcement 8-K"). Prior to Closing, Parent and the Company shall mutually agree upon and prepare the press release announcing the consummation of the Transactions ("Closing Press Release"). Concurrently with or promptly after the Closing, Parent shall issue the Closing Press Release. Parent and the Company shall cooperate in good faith with respect to the preparation of, and, at least five (5) days prior to the Closing, Parent shall prepare a draft Form 8-K announcing the Closing, together with, or incorporating by reference, the required pro forma financial statements and the historical financial statements prepared by the Company and its accountant (the "Completion 8-K"). Concurrently with the Closing, or as soon as practicable (but in any event within four (4) Business Days) thereafter, the Surviving Pubco shall file the Completion 8-K with the SEC.

6.7 Surviving Pubco Charter. Without limiting any other provisions thereof referenced in this Agreement, the Organizational Documents of the Surviving Pubco shall provide for formula voting such that each holder of a Surviving Pubco Class V Share shall be entitled to a number of votes equal to the number of Surviving Company Membership Units held by such holder.

ARTICLE VII

CONDITIONS PRECEDENT

7.1 Conditions Precedent to Obligations of Parent, Merger Sub and the Company. The obligations of Parent, Merger Sub and the Company to effect the Closing are subject to the satisfaction or waiver, at or before the Closing, of the following conditions:

(a) No Injunctions or Restraints. No Law shall be in effect that prohibits, makes illegal, enjoins or prevents the consummation of the Transactions.

(b) Regulatory Approval. Any waiting period (and any extension thereof) under the HSR Act relating to the Transactions shall have expired or terminated.

(c) Company Equity Holders' Approval. The Company Equity Holders' Approval shall have been obtained.

(d) Parent Equity Holders' Approval. The Parent Equity Holders' Approval shall have been obtained.

(e) Registration Statement Effectiveness. The Registration Statement shall have been declared effective by the SEC and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been initiated or threatened by the SEC or any other Governmental Authority.

(f) Net Tangible Assets. Upon the Closing, and after giving effect to the completion of the Redemption, Parent shall have net tangible assets of at least $5,000,001.

7.2 Conditions Precedent to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Closing are subject to the satisfaction or waiver, at or before the Closing, of the following conditions:

(a) Accuracy of Representations and Warranties. (i) The representations and warranties made by the Company set forth in Section 3.4(a) and Section 3.6(b) shall (except for representations and warranties made as of a specific date, which shall be true and correct in all respects (except for inaccuracies that, individually or in the aggregate, are de minimis) as of such date) be true and correct in all respects (except for inaccuracies that, individually or in the aggregate, are de minimis) as of the date of this Agreement and as of the Closing as if made as of the Closing; (ii) the Company Fundamental Representations (in each case, without taking into account any Material Adverse Effect or other materiality qualifications) shall (except for representations and warranties made as of a specific date, which shall be true and correct in all material respects as of such date) be true and correct in all material respects as of the date of this Agreement and as of the Closing as if made as of the Closing; and (iii) the representations and warranties (other than the Company Fundamental Representations and the representations and warranties set forth in Section 3.4(a) and Section 3.6(b)) made by the Company (in each case, without taking into account any Material Adverse Effect or other materiality qualifications) shall (except for representations and warranties made as of a specific date, which shall be true and correct in all respects as of such date) be true and correct as of the date of this Agreement and as of the Closing as if made as of the Closing, except in each case under this clause (iii) where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect; and the Surviving Pubco shall have received a certificate signed by an officer of the Company, dated as of the Closing, to such effect.

(b) Compliance with Covenants. The Company shall have performed or complied in all material respects with all obligations, agreements and covenants contained in this Agreement to be performed or complied with by the Company prior to the Closing; and Surviving Pubco shall have received a certificate signed by an officer of the Company, dated as of the Closing, to such effect.

(c) Company Deliverables. The Surviving Pubco shall have received the deliverables set forth in Section 1.8(b) required to be delivered by the Company upon the Closing.

7.3 Conditions Precedent to Obligations of the Company. The obligation of the Company to effect the Closing is subject to the satisfaction or waiver, at or before the Closing, of the following conditions:

(a) Accuracy of Representations and Warranties. (i) The representations and warranties made by Parent and Merger Sub set forth in Section 4.4(a) and Section 4.6(b) shall (except for representations and warranties made as of a specific date, which shall be true and correct in all respects (except for inaccuracies that, individually or in the aggregate, are de minimis) as of such date) be true and correct in all respects (except for inaccuracies that, individually or in the aggregate, are de minimis) as of the date of this Agreement and as of the Closing as if made as of the Closing; (ii) the Parent Fundamental Representations (in each case, without taking into account any Parent Material Adverse Effect or other materiality qualifications) shall (except for representations and warranties made as of a specific date, which shall be true and correct in all material respects as of such date) be true and correct in all material respects as of the date of this Agreement and as of the Closing as if made as of the Closing; and (iii) the representations and warranties (other than the Parent Fundamental Representations and the representations and warranties set forth in Section 4.4(a) and Section 4.6(b)) made by Parent and Merger Sub (in each case, without taking into account any Parent Material Adverse Effect or other materiality qualifications) shall (except for representations and warranties made as of a specific date, which shall be true and correct in all respects as of such date) be true and correct as of the date of this Agreement and as of the Closing as if made as of the Closing, except in each case under this clause (iii) where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, be reasonably likely to have a Parent Material Adverse Effect; and the Company shall have received a certificate signed by an officer of the Surviving Pubco, dated as of the Closing, to such effect.

(b) Compliance with Covenants. Parent and Merger Sub shall have performed or complied in all material respects with all obligations, agreements and covenants contained in this Agreement to be performed or complied with by such Party prior to the Closing, and the Company shall have received a certificate signed by an officer of the Surviving Pubco, dated as of the Closing, to such effect.

(c) Cash Consideration. The Cash Consideration shall equal the Required Cash Consideration Amount. For the avoidance of doubt, for the purpose of assessing satisfaction of this condition, Cash Consideration shall include as components thereof the payment of all applicable amounts described therein (including the amounts that are required to be paid pursuant to Section 2.2(a)) if the Closing were to occur.

(d) Closing Indebtedness. After giving effect to the Transactions, the Surviving Pubco Indebtedness shall not exceed $210,000,000.

(e) Shareholders. Upon consummation of the Closing, (i) no Person or Group (excluding any Company Equity Holder) shall own in excess of 9.9% of the issued and outstanding shares of Surviving Pubco Common Stock and (ii) no three Persons or Groups (excluding any Company Equity Holders) shall own in the aggregate in excess of 25% of the issued and outstanding shares of Surviving Pubco Common Stock.

(f) Nasdaq Listing Requirements. The Surviving Pubco Class A Shares (including the Surviving Pubco Class A Shares issuable in connection with the Domestication and the Surviving Pubco Class A Shares issuable pursuant to the Exchange Agreement) shall have been listed on Nasdaq and shall be eligible for continued listing on Nasdaq immediately following the Closing and after giving effect to the Redemption (as if it were a new initial listing by an issuer that had never been listed prior to Closing).

(g) Appointment to the Board. The existing directors of Parent shall have resigned, and the Post-Closing Directors designated pursuant to Section 5.14 shall have been appointed in accordance with the DGCL and the Surviving Pubco Organizational Documents to serve on the Post-Closing Surviving Pubco Board effective as of the Closing.

(h) Domestication. The Domestication shall be consummated simultaneously with the Merger.

(i) Surviving Pubco Deliverables. The Company shall have received the deliverables set forth in Section 1.8(a) required to be delivered by the Surviving Pubco upon the Closing.

ARTICLE VIII

TERMINATION

8.1 Termination. This Agreement may be terminated at any time prior to the Closing solely:

(a) by mutual written consent of Parent and the Company;

(b) by either Parent or the Company if the Closing shall not have occurred by the Termination Date; provided, however, that the right to terminate this Agreement under this Section 8.1(b) shall not be available to any Party whose failure (or with respect to Parent, Merger Sub's failure) to fulfill any representation, warranty, covenant or obligation under this Agreement or other action has been the cause of, or resulted in, the failure of the Closing to occur on or before the Termination Date;

(c) by either Parent or the Company, if any Governmental Authority having competent jurisdiction shall have issued a final, non-appealable order, decree or ruling, or there shall exist any Law, in each case that permanently prohibits, makes illegal, enjoins or prevents the consummation of the Transactions; provided, however, that the right to terminate this Agreement under this Section 8.1(c) shall not be available to any Party whose failure (or with respect to Parent, Merger Sub's failure) to fulfill any representation, warranty, covenant or obligation under this Agreement or other action has been the cause of, or resulted in, such order, decree, ruling or Law;

(d) by either Parent or the Company, if the Parent Equity Holder Meeting has been held (including any adjournment or postponement thereof permitted by Section 5.10(f)), has concluded, Parent's Equity Holders have duly voted, and the Parent Equity Holders' Approval has not been obtained;

(e) by Parent (if neither it nor Merger Sub is in material breach of their respective representations, warranties, covenants and obligations under this Agreement) if there has been a breach of, or inaccuracy in, any representation, warranty, covenant or agreement of the Company set forth in this Agreement, which breach or inaccuracy would cause any condition set forth in Section 7.2(a) or 7.2(b) not to be satisfied if it remained uncured as of the Termination Date (and such breach or inaccuracy has not been cured or such condition has not been satisfied within thirty (30) Business Days after the receipt by the Company of written notice thereof from Parent);

(f) by the Company (if it is not in material breach of its representations, warranties, covenants and obligations under this Agreement) if there has been a breach of, or inaccuracy in, any representation, warranty, covenant or agreement of Parent or Merger Sub set forth in this Agreement, which breach or inaccuracy would cause any condition set forth in Section 7.3(a) or 7.3(b) not to be satisfied if it remained uncured as of the Termination Date (and such breach or inaccuracy has not been cured or such condition has not been satisfied within thirty (30) Business Days after the receipt by Parent of written notice thereof from the Company); or

(g) by the Company if (i) all of the conditions set forth in Section 7.1 and Section 7.2 have been satisfied or waived (other than conditions that by their terms or nature are to be satisfied at the Closing) on the date that the Closing should have been consummated in accordance with Section 1.2, (ii) the Company has irrevocably confirmed by written notice to Parent and Merger Sub that all of the conditions set forth in Section 7.3 have been satisfied (other than Sections 7.3(c) and (d) and conditions that by their terms or nature are to be satisfied at the Closing) or that it is willing to waive any such unsatisfied conditions (other than Sections 7.3(c) and (d)) and that the Company is ready, willing and able to consummate the Closing and (iii) Parent and Merger Sub have failed to consummate the Transactions by the earlier of the day that is (x) thirty (30) Business Days after the day the Closing is required to occur pursuant to Section 1.2 or (y) five (5) Business Days prior to the Termination Date.

8.2 Effect of Termination. This Agreement may only be terminated in the circumstances described in Section 8.1 and pursuant to a written notice delivered by the applicable Party to the other applicable Party, which sets forth the provision of Section 8.1 under which such termination is made. In the event of any termination of this Agreement pursuant to Section 8.1, this Agreement forthwith shall become void and of no further force or effect, and no Party (nor any of its Representatives) shall have any liability or obligation hereunder, except (i) the provisions of ARTICLE X (Definitions) and the following Sections shall survive any such termination: 5.3(c) (Continued Effect of Confidentiality Agreement), 5.16(g) (Financing Expenses), 8.2 (Effect of Termination), 9.2 (Trust Account Waiver), 11.1 (Notices), 11.2 (Entire Agreement), 11.3 (Successors and Assigns), 11.4 (Counterparts), 11.5 (Expenses and Fees), 11.6 (Governing Law), 11.7 (Submission to Jurisdiction; Waiver of Jury Trial), 11.8 (Specific Performance), 11.9 (Severability), 11.10 (Amendment; Waiver), 11.11 (Absence of Third Party Beneficiary Rights), 11.12 (Mutual Drafting), 11.13 (Further Representations), 11.15 (Public Disclosure), 11.16 (Currency) and 11.17 (No Recourse), and (ii) nothing herein shall relieve any Party from liability for a Willful and Intentional Breach of this Agreement or any Transaction Document prior to such termination. For the avoidance of doubt, in the event of any termination of this Agreement, subject to the rights of the parties to the Debt Commitment Letter under the terms thereof, none of the parties hereto, nor any of their respective Affiliates shall have any rights or claims against any Debt Financing Sources or lender party to the Debt Commitment Letter in connection with this Agreement or the Debt Commitment Letter, whether at law or equity, in contract, in tort or otherwise.

ARTICLE IX

NO SURVIVAL; WAIVERS; GUARANTY

9.1 No Survival; Waivers.

(a) The representations, warranties, covenants and agreements of the Parties and their Affiliates in this Agreement, any Transaction Document or in any agreement or document delivered pursuant to this Agreement prior to the Closing will not survive beyond the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought after the Closing with respect thereto against any of the Parties or any of their respective Affiliates, and there will be no liability in respect thereof, whether such liability has accrued prior to or after the Closing, on the part of any of the Parties or any of their respective Affiliates, except only for (the "Excluded Company Matters") (w) indemnification claims under Section 6.2(h), (x) Fraud Claims, (y) the representations and warranties expressly set forth within the Letter of Transmittal or (z) those covenants and agreements contained herein or in any other Transaction Document or agreement or document delivered pursuant to this Agreement that by their terms are to be performed in whole or in part after the Closing (or representations and warranties made after the Closing in a Transaction Document).

(b) Parent, for itself and on behalf of its Subsidiaries and, after the Closing, the Acquired Companies, acknowledges and agrees that, from and after the Closing, to the fullest extent permitted under applicable law, any and all rights, claims and causes of action it may have against any of the Company, the Company Equity Holders or any of their respective directors, managers, officers or Affiliates relating to the operation of the Acquired Companies or their respective businesses or relating to the subject matter of this Agreement or any Transaction Document, or as a result of any of the Transactions, whether arising under, or based upon, any federal, state, local or foreign statute, law (including common law), ordinance, rule or regulation or otherwise (including any right, whether arising at law or in equity, to seek indemnification, contribution, cost recovery, damages or any other recourse or remedy, including as may arise under common law) are hereby irrevocably waived, except only for the Excluded Company Matters. Furthermore, without limiting the generality of this Section 9.1(b), (i) no claim will be brought or maintained by, or on behalf of, Parent, Merger Sub or any of their respective Affiliates (including, after the Closing, the Acquired Companies) against the Company, the Company Equity Holders or any of their respective directors, managers, officers or Affiliates in connection with this Agreement, any Transaction Document or the Transactions; and (ii) no recourse will be sought or granted against any of them, by virtue of, or based upon, any alleged misrepresentation or inaccuracy in, or breach of, any of the representations, warranties, covenants or agreements of the Company or any other Person set forth or contained in this Agreement or any Transaction Document, or as a result of any of the Transactions, except only for the Excluded Company Matters. Parent acknowledges and agrees that neither it, nor any of its Subsidiaries, nor any of their respective Affiliates may avoid such limitation on liability set forth in this Section 9.1(b) by (A) seeking damages for breach of Contract, tort or pursuant to any other theory of liability, all of which are hereby waived or (B) asserting or threatening any claim against any Person that is not a Party hereto (or a successor to a Party hereto) for breaches of the representations, warranties, covenants or agreements contained in this Agreement or in any Transaction Document (other than in each case, for Excluded Company Matters).

(c) The Company, for itself and on behalf of its Subsidiaries, acknowledges and agrees that, from and after the Closing, to the fullest extent permitted under applicable law, any and all rights, claims and causes of action it may have against any of the Surviving Pubco, the Parent Equity Holders (including the Parent Sponsor) or any of their respective directors, managers, officers or Affiliates relating to the operation of Parent or Merger Sub or their respective businesses or relating to the subject matter of this Agreement or any Transaction Document, or as a result of any of the Transactions, whether arising under, or based upon, any federal, state, local or foreign statute, law (including common law), ordinance, rule or regulation or otherwise (including any right, whether arising at law or in equity, to seek indemnification, contribution, cost recovery, damages or any other recourse or remedy, including as may arise under common law) are hereby irrevocably waived, except only for ("Excluded Parent Matters") (x) Fraud Claims or (y) those covenants and agreements contained herein or in any Transaction Document that by their terms are to be performed in whole or in part after the Closing (or representations and warranties made after the Closing in a Transaction Document). Furthermore, without limiting the generality of this Section 9.1(c), (i) no claim will be brought or maintained by, or on behalf of, the Company or any Company Equity Holder or any of their respective Affiliates against the Surviving Pubco, the Parent Equity Holders (including the Parent Sponsor) or any of their respective directors, managers, officers or Affiliates in connection with this Agreement, any Transaction Document or the Transactions; and (ii) no recourse will be sought or granted against any of them, by virtue of, or based upon, any alleged misrepresentation or inaccuracy in, or breach of, any of the representations, warranties, covenants or agreements of Parent or Merger Sub set forth or contained in this Agreement or any Transaction Document, or as a result of any of the Transactions, except only for Excluded Parent Matters. The Company acknowledges and agrees that neither it, nor any of its Subsidiaries, nor any of their respective Affiliates may avoid such limitation on liability under this Section 9.1(c) by (A) seeking damages for breach of Contract, tort or pursuant to any other theory of liability, all of which are hereby waived or (B) asserting or threatening any claim against any Person that is not a Party hereto (or a successor to a Party hereto) for breaches of the representations, warranties, covenants or agreements contained in this Agreement or in any Transaction Document (other than in each case, Excluded Parent Matters).

(d) The Parties hereto agree that the limits imposed on each Party's remedies with respect to this Agreement and the Transactions were specifically bargained for between sophisticated parties and were specifically taken into account in the determination of the amounts to be paid hereunder.

9.2 Trust Account Waiver.

(a) Reference is made to the final prospectus of Parent, dated as of June 18, 2018 (File Nos. 333-224581 and 333-225711), and filed with the SEC on June 20, 2018 (the "Prospectus"). The Company understands that Parent has established a trust account (the "Trust Account") containing the proceeds of its initial public offering (the "IPO") and the overallotment shares acquired by its underwriters and from certain private placements occurring simultaneously with the IPO (including interest accrued from time to time thereon) for the benefit of Parent's public stockholders (including overallotment shares acquired by Parent's underwriters) (the "Public Stockholders"), and that, except as otherwise described in the Prospectus or as set forth in the Trust Agreement, Parent may disburse monies from the Trust Account only: (i) to the Public Stockholders in the event they elect to redeem their shares in connection with the consummation of Parent's initial business combination (as such term is used in the Prospectus) (the "Business Combination") or in connection with an extension of the deadline to consummate a Business Combination, (ii) to the Public Stockholders if Parent fails to consummate a Business Combination within 18 months after the closing of the IPO, (iii) with respect to any interest earned on the amounts held in the Trust Account, amounts necessary to pay for any franchise or income taxes and up to $100,000 in liquidation expenses or (iv) to Parent after or concurrently with the consummation of a Business Combination.

(b) For and in consideration of Parent entering into this Agreement and discussions with the Company regarding the Transactions, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company hereby agrees on behalf of itself and its Affiliates that:

(i) notwithstanding anything to the contrary in this Agreement, neither the Company nor any of its Affiliates do now or shall at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Account or distributions therefrom, and shall not make any claim against the Trust Account (including any distributions therefrom), in each case, regardless of whether such claim arises as a result of, in connection with or relating in any way to, this Agreement or the Transactions or any proposed or actual business relationship between Parent or its Representatives, on the one hand, and the Company or its Representatives, on the other hand, or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims against the Trust Account are collectively referred to hereafter as the "Released Claims");

(ii) the Company on behalf of itself and its Affiliates hereby irrevocably waives any Released Claims that the Company or any of its Affiliates may have against the Trust Account (including any distributions therefrom) now or in the future as a result of, or arising out of, any negotiations, contracts or agreements with Parent or its Representatives, including this Agreement or the Transactions, and will not seek recourse against the Trust Account (including any distributions therefrom) in connection therewith (including for an alleged breach of this Agreement or any other agreement with Parent or its Affiliates);

(iii) the irrevocable waiver set forth in the immediately preceding clause (ii) is material to this Agreement and specifically relied upon by Parent and its Affiliates to induce Parent to enter in this Agreement, and the Company further intends and understands such waiver to be valid, binding and enforceable against the Company and each of its Affiliates under applicable Law; and

(iv) to the extent the Company or any of its Affiliates commences any action or proceeding based upon, in connection with, relating to or arising out of any matter relating to Parent or its Representatives, including this Agreement or the Transactions, which proceeding seeks, in whole or in part, monetary relief against Parent or Representatives, the Company hereby acknowledges and agrees that the Company's and its Affiliates' sole remedy shall be against funds held outside of the Trust Account and such claim shall not permit the Company or its Affiliates (or any Person claiming on any of their behalves or in lieu of any of them) to have any claim against the Trust Account (including any distributions therefrom) or any amounts contained therein.

(c) Notwithstanding the foregoing or anything to the contrary in the Confidentiality Agreement, nothing in this Section 9.2 or the Confidentiality Agreement shall waive, limit, amend, alter, change, supersede or otherwise modify the right of the Company or any of its Affiliates to (i) bring any action or actions for specific performance, injunctive and/or equitable relief (including, without limitation, the right of the Company to compel specific performance by Parent and/or Merger Sub of their respective obligations under this Agreement), (ii) bring or seek a claim for damages against Parent and/or Merger Sub, or any of their respective successors or assigns, for any breach of this Agreement against monies or other assets held outside the Trust Account (other than distributions therefrom to Public Stockholders as described in clauses (i) and (ii) of Section 9.2(a)), (iii) bring or seek a claim that the Company or its Affiliates may have in the future against Parent's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account and any assets that have been purchased or acquired with any such funds), but excluding distributions therefrom to Public Stockholders as described in clauses (i) and (ii) of Section 9.2(a), or (iv) bring or seek a claim against any other Person (or any Affiliate thereof) that is party to an alternative Business Combination consummated by Parent. Furthermore, Parent shall not execute any definitive agreement related to such alternative Business Combination that (A) attempts to prevent the Company or any Affiliate thereof from so bringing or seeking any such claim, or (B) permits the entity that survives such alternative Business Combination to not assume Parent's obligation for damages in connection with this Agreement and the Transactions.

ARTICLE X

DEFINITIONS

10.1 Specific Definitions. Section 10.4 includes cross references for capitalized terms that are not otherwise defined in this Section 10.1.

(a) "Acquired Companies" means the Company and its Subsidiaries, and each individually is sometimes referred to herein as an "Acquired Company".

(b) "Acquiror Companies" means Parent and its Subsidiaries, and each individually is sometimes referred to herein as an "Acquiror Company".

(c) "Action" means a civil, criminal or administrative action, suit, claim, complaint, stipulation, demand, charge, hearing, audit, investigation, request (including request for information), arbitration or proceeding by or before any Governmental Authority.

(d) "Additional Escrow Amount" means $150,000.

(e) "Adjustment Escrow Property" means the Adjustment Escrow Units held in the Adjustment Unit Escrow Account under the Escrow Agreement, together with any interest, dividends, gains and other income paid on or otherwise accruing to such Adjustment Escrow Units, as reduced by and disbursements from the Adjustment Unit Escrow Account in accordance with the terms of this Agreement and the Escrow Agreement.

(f) "Adjustment Escrow Units" means a number of Surviving Company Membership Units equal to $600,000 divided by the Per Share Price (together with any equity securities paid as dividends or distributions with respect to such securities or into which such securities are exchanged or converted).

(g) "Additional Escrow Remaining Amount" means the amount remaining in the Additional Escrow Account at the third (3rd) anniversary of the Closing Date, if any, minus the sum of (without duplication) (i) the aggregate amount of Additional Escrow Claims made and finally determined pursuant to Section 6.2(h) and not paid as of the third (3rd) anniversary of the Closing Date, and (ii) the aggregate amount of unresolved disputed Additional Escrow Claims made pursuant to Section 6.2(h) which amount shall be retained by the Escrow Agent until the Escrow Agent receives joint written instruction from Surviving Pubco and the Company Securityholder Representative in accordance with this Agreement and the Escrow Agreement or until such Additional Escrow Claims are finally resolved in accordance with the terms of Section 6.2(h).

(h) "Affiliate" means, with respect to any specified Person, any Person that, directly or indirectly through one or more entities, controls or is controlled by, or is under common control with, such specified Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise. For the avoidance of doubt, the Parent Sponsor shall be deemed to be an Affiliate of Parent prior to the Closing.

(i) "Applicable Federal Rate" means the short-term federal rate (defined pursuant to Code Section 1274(d) for January 1 of the applicable calendar year, compounded annually.

(j) "Base Merger Consideration" means $600,000,000.

(k) "Beneficial Owner" means, with respect to any security, a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, such security and/or (ii) investment power, which includes the power to dispose of, or to direct the disposition of, such security. The terms "Beneficially Own" and "Beneficial Ownership" shall have correlative meanings.

(l) "Benefit Arrangement" means any benefit plan, policy or arrangement, whether written or unwritten, that is not a Benefit Plan and that provides benefits, compensation, including employment agreements (other than offer letters for at-will employment without an obligation for severance) or consulting agreements, severance pay, stay or retention bonuses or compensation, change in control payments or benefits, executive or incentive compensation, sick leave, vacation pay, disability pay, retirement, deferred compensation, bonus, equity based compensation, hospitalization, medical or disability insurance, life insurance, tuition reimbursement, material fringe benefit and any plans subject to Section 125 of the Code.

(m) "Benefit Plan" has the meaning given in ERISA Section 3(3), together with plans or arrangements that would be so defined if they were not otherwise exempt from ERISA by that or another section.

(n) "Books and Records" means, with respect to any Person, any and all business records, financial books and records, minute books, sales order files, purchase order files, supplier lists, customer lists, studies, surveys, analyses, strategies, plans, forms, designs, diagrams, drawings, specifications and technical data.

(o) "Business Day" means any day other than (i) a Saturday or Sunday or (ii) a day on which the banking institutions located in New York, New York are permitted or required by Law, executive order or governmental decree to remain closed.

(p) "Capital Lease Obligations" of any Person shall mean all obligations of such Person to pay rent or other amounts under any lease (or other arrangement conveying the right to use) of real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

(q) "Card Association" means MasterCard International, Inc., VISA U.S.A., Inc., VISA International, Inc., Discover, JCB, American Express and any other material card association, debit card network or similar entity with whom the Company or any of its Subsidiaries may directly or indirectly have a sponsorship agreement.

(r) "Cash Consideration" means an amount equal to (i) the total cash and cash equivalents of the Surviving Pubco, including funds remaining in the Trust Account (after giving effect to the completion and payment of the Redemption) and the proceeds of any debt or equity financing consummated by Parent or the Surviving Pubco at or prior to the Closing, minus (ii) the amount of the Surviving Pubco's unpaid expenses and obligations (including any indebtedness owed to the Parent Sponsor), plus (iii) the Closing Cash, minus (iv) the amount of the Unpaid Transaction Expenses, minus (v) the amount of the Unpaid Company Indebtedness, minus (vi) the Employee Payments, minus (vii) an amount of cash reserves of the Company equal to $10,000,000, minus (viii) Restricted Cash, minus (ix) the NCP Contingent Payment Escrow Amount, if any, minus (x) unpaid Contingent Marlin Consideration Obligations, minus (xi) the Additional Escrow Amount; provided, that the Cash Consideration shall not exceed the Required Cash Consideration Amount.

(s) "CC Group Member" means any of CC Payment Holdings, L.L.C. a Delaware limited liability company, or any of its Affiliates.

(t) "Closing Adjustment Items" means an amount equal to (i) the Unpaid Company Indebtedness, plus (ii) the Unpaid Excess Transaction Expenses, plus (iii) if Closing Net Working Capital is less than the Target Working Capital, the amount of such shortfall, minus (iv) if the Closing Net Working Capital exceeds the Target Working Capital, the amount of such excess, plus, (v) unpaid Employee Payments, plus (vi) any unpaid Contingent Marlin Consideration Obligations, minus (vii) the Closing Cash.

(u) "Closing Cash" means, as of immediately prior to the Effective Time, all cash and cash equivalents of the Acquired Companies, calculated in accordance with Section 2.5 hereof. For the avoidance of doubt, (i) Closing Cash shall not include any Restricted Cash of the Acquired Companies and (ii) cash and cash equivalents used to pay amounts referred to in Section 2.2(a)(i) or (ii) shall not reduce Closing Cash.

(v) "Closing Net Working Capital" in accordance with Section 2.3, means (i) the consolidated current assets (excluding Closing Cash) of the Company set forth on Schedule 10.1(t); minus (ii) the consolidated current liabilities (excluding Company Indebtedness, Employee Payments and Transaction Expenses) of the Company set forth on Schedule 10.1(t), in each case as of immediately prior to the Effective Time (such Schedule 10.1(t), the "Working Capital Schedule"). The Working Capital Schedule sets forth (A) the balance sheet accounts that, after giving effect to the adjustments thereto set forth thereon, (x) were the accounts used in establishing Target Working Capital and (y) shall be the only accounts used in determining Closing Net Working Capital and (B) an illustrative calculation of Closing Net Working Capital as of the Balance Sheet Date using such accounts.

(w) "COBRA" means Part 6 of Title I of ERISA.

(x) "Code" means the United States Internal Revenue Code of 1986, as amended.

(y) "Commercial Tax Agreement" means customary commercial agreements not primarily related to Taxes that contain agreements or arrangements relating to the apportionment, sharing, assignment or allocation of Taxes (such as financing agreements with Tax gross-up obligations or leases with Tax escalation provisions).

(z) "Company Benefit Arrangement" means any Benefit Arrangement sponsored or maintained by the Company or any of its Subsidiaries or with respect to which the Company or any of its Subsidiaries has any current or future Liability (whether actual, contingent, with respect to any of its assets or otherwise), in each case with respect to any present or former employees, consultants or service providers of the Company or any of its Subsidiaries.

(aa) "Company Benefit Plan" means any Benefit Plan for which the Company or any of its Subsidiaries is or has been the "plan sponsor" (as defined in Section 3(16)(B) of ERISA) or any Benefit Plan that the Company or any of its Subsidiaries maintains or to which it is obligated to make payments or has any current or future Liability, in each case with respect to any present or former employees of the Company or any of its Subsidiaries.

(bb) "Company Equity Holders" means, collectively, the holders of all of the Company Interests.

(cc) "Company Equity Holders' Approval" means the affirmative vote or written consent of the holders of the requisite number of the then outstanding Company Interests voting or consenting together in favor of the adoption of this Agreement, the Transaction Documents, the Merger and the other Transactions in accordance with the DLLCA and the Company's Organizational Documents.

(dd) "Company Fundamental Representations" means the representations and warranties set forth in Sections 3.2 (Due Organization), 3.3(a) (Company Authorization), 3.4 (Company Capitalization) (other than 3.4(a)) and 3.22 (Brokers and Agents).

(ee) "Company Indebtedness" means, without duplication, the aggregate amount of (i) indebtedness of the Company or any of its Subsidiaries for borrowed money (including the outstanding principal and accrued but unpaid interest), (ii) any Capital Lease Obligations of the Company or any of its Subsidiaries, (iii) all obligations for the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of business), (iv) any other indebtedness of the Company or its any of its Subsidiaries that is evidenced by a note, bond, debenture, credit agreement or similar instrument, (v) all obligations of the Company or any of its Subsidiaries for the reimbursement of any obligor on any line or letter of credit, banker's acceptance, guarantee or similar credit transaction, in each case, that has been drawn, called or claimed against, (vi) all interest rate and currency swaps, caps, collars and similar agreements or hedging devices under which payments are obligated to be made by the Company or any of its Subsidiaries, whether periodically or upon the happening of a contingency, (vii) any premiums, prepayment fees or other penalties, fees, costs or expenses associated with payment of any Company Indebtedness and (viii) all obligation described in clauses (i) through (vii) above of any other Person which is guaranteed by the Company or any of its Subsidiaries (as surety or otherwise) or which is secured by any of the assets of the Company or any of its Subsidiaries. For the avoidance of doubt, Company Indebtedness shall not include (A) any obligations of the Company or any of its Subsidiaries under any performance bond or letter of credit to the extent undrawn, uncalled and unclaimed, (B) any intercompany Liability of the Company or any of its Subsidiaries, (C) any Contingent Marlin Consideration Obligations or the NCP Contingent Payment Amount, or (D) any indebtedness incurred by Parent and its Affiliates (and subsequently assumed by the Company or any of its Subsidiaries) on the Closing Date.

(ff) "Company Interests" means all of the outstanding units of limited liability company interests in the Company, including any Company Profits Units exchanged for Preferred Units (as defined in the Company LLC Agreement) as set forth in the Company LLC Agreement.

(gg) "Company's knowledge", "knowledge of the Company", "known by the Company" or phrases of similar import, mean the actual knowledge, after reasonable inquiry, of each Person named on Schedule 10.1(ee).

(hh) "Company Leased Real Property" means all Real Property leased by any the Company or any of its Subsidiaries.

(ii) "Company LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of the Company, dated as of September 1, 2016.

(jj) "Company Profits Unit" means a Profits Unit of the Company, as defined in the Company LLC Agreement.

(kk) "Company Securityholder Representative Expense Amount" means $2,000,000.

(ll) "Company Sponsor" means CC Payment Holdings, L.L.C., solely in its capacity as a Company Equity Holder and the managing member of the Company, and not in its capacity as the Company Securityholder Representative.

(mm) "Competition Laws" means the HSR Act (and any similar Law enforced by any Governmental Authority regarding preacquisition notifications for the purpose of competition reviews), the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and all other federal, state, foreign, multinational or supranational antitrust, competition or trade regulation statutes, rules, regulations, Orders, decrees, administrative and judicial doctrines and other Laws that are designed or intended to prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition or effectuating foreign investment.

(nn) "Confidentiality Agreement" means the Non-Disclosure Agreement dated July 8, 2018 by and between Thunder Bridge Acquisition, Ltd. and Repay Holdings, LLC.

(oo) "Contingent Marlin Consideration Obligations" means payments pursuant to that certain Asset Purchase Agreement, dated December 15, 2017, among Marlin Acquirer LLC, Paymaxx Pro, LLC, and each of Christopher M. Leedom, Alexis J. Leedom 2017 Descendant's Trust U/A/D September 15, 2017, Colin M. Leedom 2017 Descendant's Trust U/A/D September 15, 2017, and Melissa Leedom.

(pp) "Contract" means any contract, plan, undertaking, arrangement, concession, understanding, agreement, agreement in principle, franchise, permit, instrument, license, lease, sublease, note, bond, indenture, deed of trust, mortgage, loan agreement or other binding commitment, whether written or oral (including any amendments and other modifications thereto).

(qq) "Covered Representations" means the express representations and warranties (i) of the Company, Parent and Merger Sub set forth in ARTICLE III or ARTICLE IV of this Agreement, respectively, as qualified by the Company Disclosure Schedule and the Parent Disclosure Schedule, respectively or (ii) in any Transaction Document.

(rr) "Disinterested Director Majority" means a majority of the disinterested independent directors (i.e., such independent director is not a Company Equity Holder, an Affiliate of a Company Equity Holder, or an officer, director, manager, employee, trustee or beneficiary of a Company Equity Holder, nor an immediate family member of any of the foregoing) then serving on the Surviving Pubco board of directors.

(ss) "Earn Out Units" means 7,500,000 Surviving Company Membership Units, as equitably adjusted for equity splits, equity dividends, reorganizations, combinations, recapitalizations and similar transactions affecting the Surviving Company Membership Units after the date hereof (other than in respect of issuances of Surviving Pubco Class A Shares in connection with (i) any the Additional Equity Financing or (ii) the issuance of the Equity Consideration (including the Estimated Equity Consideration)).

(tt) "Employee Payments" means any change of control bonuses, transaction bonus, retention bonus, phantom equity, profit participation or similar rights, in any case, made or required to be made, to any current or former employee, independent contractor, director, manager or officer of an Acquired Company solely as a result of the Transactions, in all cases, including the employer portion of any payroll and other employment Taxes payable in connection therewith.

(uu) "Environmental Law" means any Law in any way relating to (i) the protection of human health and safety, to the extent relating to exposure to Hazardous Materials, (ii) the protection, preservation or restoration of the environment and natural resources (including air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or (iii) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of Hazardous Materials, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC. Section 9601 et. seq., the Resource Conservation and Recovery Act, 42 USC. Section 6901 et. seq., the Toxic Substances Control Act, 15 USC. Section 2601 et. seq., the Federal Water Pollution Control Act, 33 USC. Section 1151 et seq., the Clean Air Act, 42 USC. Section 7401 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC. Section 111 et. seq., Occupational Safety and Health Act, 29 USC. Section 651 et. seq. (to the extent it relates to exposure to Hazardous Materials), the Asbestos Hazard Emergency Response Act, 15 USC. Section 2601 et. seq., the Safe Drinking Water Act, 42 USC. Section 300f et. seq., the Oil Pollution Act of 1990 and analogous state acts.

(vv) "Equity Consideration" means the Estimated Equity Consideration as finally adjusted pursuant to Section 2.5.

(ww) "Equity Interest" means, with respect to any Person, (i) any share, partnership or limited liability company interest, unit of participation or other similar interest (however designated) in such Person and (ii) any option, warrant, purchase right, conversion right, exchange right or other agreement that would entitle any other Person to acquire any such interest in such Person (including share appreciation, phantom share, profit participation or other similar rights).

(xx) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(yy) "ERISA Affiliate" means any Person that, together with the Company or any of its Subsidiaries, is treated as a single employer under Section 414 of the Code and the regulations issued thereunder.

(zz) "Escrow Agent" means Continental Stock Transfer and Trust, as escrow agent.

(aaa) "Escrow Agreement" means the Escrow Agreement substantially in the form attached hereto as Exhibit S, with such changes thereto as the Escrow Agent may reasonably request.

(bbb) "Estimated Equity Consideration" means a number of Surviving Company Membership Units equal to (i) the quotient obtained by dividing (A) an amount equal to (x) the Estimated Merger Consideration minus (y) the Cash Consideration by (B) the Per Share Price, minus (ii) the Adjustment Escrow Units.

(ccc) "Estimated Merger Consideration" means an amount equal to (i) the Base Merger Consideration, minus (ii) the Estimated Closing Adjustment, minus (iii) the Company Securityholder Representative Expense Amount, minus (iv) the NCP Contingent Payment Escrow Amount, if any, minus (v) the Additional Escrow Amount.

(ddd) "Exchange Act" means the Securities Exchange Act 1934, as amended, and the rules and regulations promulgated thereunder, as they may be amended from time to time.

(eee) "Existing Credit Agreement" means that certain Revolving Credit and Term Loan Agreement, dated as of September 28, 2018, by and among Suntrust Bank, M&A Ventures, LLC, Sigma Acquisition LLC, Wildcat Acquisition LLC, Batch Acquisition LLC and the other parties thereto, as amended.

(fff) "Existing Registration Rights Agreement" means that certain Registration Rights Agreement, dated as of June 18, 2018, by and among Parent, the Parent Sponsor and the other parties thereto.

(ggg) "Fraud Claim" means a claim against a Person for actual intentional fraud (not constructive fraud or negligent misrepresentation) of such Person with respect to a Covered Representation when made; provided, that, for the avoidance of doubt, (i) no Person shall be liable for or as a result of any other Person's actual intentional fraud and (ii) the maximum Liability with respect to a Fraud Claim of any Company Equity Holder against whom such Fraud Claim is made shall be capped at the value of the consideration received by such Company Equity Holder under this Agreement.

(hhh) "Governmental Authority" means any federal, state, tribal, local or foreign governmental or quasi-governmental entity or municipality or subdivision thereof or any authority, administrative body, department, commission, board, bureau, agency, court, tribunal or instrumentality, arbitration panel, commission or similar dispute resoluving panel or body, or any applicable self-regulatory organization.

(iii) "Hazardous Material" means any waste, gas, liquid or other substance or material that is defined, listed or designated as a "hazardous substance", "pollutant", "contaminant", "hazardous waste", "regulated substance", "hazardous chemical" or "toxic chemical" (or by any similar term) under any Environmental Law, or any other material regulated under any Environmental Law, including petroleum and its by-products, asbestos, polychlorinated biphenyls, radon, mold and urea formaldehyde insulation.

(jjj) "HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

(kkk) "Institutional Equity Holder" means any Company Equity Holder that is not an employee of any Acquired Company or an Affiliate of any such employee.

(lll) "Intellectual Property" means the following subsisting in any jurisdiction throughout the world: (i) patents, patent applications, patentable inventions, utility models, design registrations and certificates of invention and other governmental grants for the protection of inventions or industrial designs (including all related continuations, continuations-in-part, divisionals, reissues and reexaminations); (ii) trademarks, service marks, trade dress, trade names, brand names, logos, Internet domain names, corporate names and doing business designations, in each case, whether or not registered, and all registrations and applications for registration or renewal of the foregoing, and all goodwill related to the foregoing; (iii) copyrights, works of authorship, designs, database rights and registrations and applications for registration or renewal thereof, including moral rights of authors; (iv) inventions, invention disclosures, statutory invention registrations, trade secrets and know-how; (v) computer software programs, including all source code, object code, and documentation related thereto and all software modules, tools and databases; and (vi) other proprietary rights relating to any of the foregoing (including remedies against infringement thereof and rights of protection of interest therein under the Laws of all jurisdictions).

(mmm) "IPO Prospectus" means that certain prospectus filed with the SEC pursuant to Rule 424(b)(4) on June 20, 2018 in connection with the completion of Parent's initial public offering.

(nnn) "Law" means each applicable federal, state, local, municipal, foreign or other law, order, judgment, rule, code, statute, legislation, regulation, principle of common law, treaty, convention, requirement, variance, proclamation, edict, decree, writ, injunction, award, ruling or ordinance that is or has been issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

(ooo) "Letter Agreement" means that certain letter agreement, dated as of June 18, 2018, by and among Parent, the Parent Sponsor and certain other signatories thereto.

(ppp) "Liability" means any direct or indirect liability, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, whether accrued, absolute, contingent, mature, unmature or otherwise and whether known or unknown, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured.

(qqq) "Lien" means any mortgage, security interest, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge, preference, priority or other security agreement, option, warrant, attachment, right of first refusal, preemption, proxy, voting trust, conversion, put, call or other claim or right, restriction on transfer, under any shareholder or similar agreement, any subordination arrangement in favor of another Person, or any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar Law.

(rrr) "Material Adverse Effect" means any result, occurrence, fact, change, event or effect (collectively, "Events") that, individually or in the aggregate with any other results, occurrences, facts, changes, events and/or effects, has had or would be reasonably likely to have a material adverse effect on (i) the business, assets, Liabilities, results of operations or condition (financial or otherwise) of the Acquired Companies, taken as a whole, or (ii) the ability of the Company, the Company Securityholder Representative or any Company Equity Holder to consummate the Transactions or to perform their respective obligations hereunder or under the Transaction Documents to which they are a party or bound. Notwithstanding the foregoing, for purposes of clause (i) above, no Event (by itself or taken with any and all of the other Events) that results from or arises out of or is related to any of the following shall be deemed to constitute or be taken into account in determining whether there has been, a Material Adverse Effect: (i) any change affecting generally the industries or markets in which the Acquired Companies operate, including in any change in the financial markets, credit markets or capital markets in the United States or any other country or region in the world, (ii) acts of God, or any change in national or international political or social conditions, including the engagement by the United States or any other country or group in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or any other country, or any of their respective territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States or any other country or group, (iii) any change in GAAP (or the interpretation thereof), (iv) any change in Law, rules, regulations, Orders, or other binding directives issued by any Governmental Authority (or the interpretation thereof), (v) any failure by the Company to meet any internal or external operating projections or forecasts or revenue or earnings predictions (provided, that the underlying cause of any such failure may be considered in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur to the extent not excluded by another exception herein), (vi) the taking of any action expressly required by this Agreement or (vii) the public announcement or pendency of this Agreement or any of the Transactions (including but not limited to any impact on the relationships of the Acquired Companies with Merchants or other customers, vendors, referral partners or employees, including voluntary departures of employees in anticipation of the Transactions); provided, further, in each case under clauses (i), (ii), (iii) or (iv) above, that such change does not affect the Acquired Companies in a disproportionate manner relative to other Persons operating in the industries or markets in which the Acquired Companies operate.

(sss) "Maximum NCP Contingent Payment Amount" means the maximum amount payable as the Earn-Out Payment Amount (as defined in the NCP Agreement) under the NCP Agreement.

(ttt) "Merchant" means any customer for whom the Company or any of its Subsidiaries, directly or indirectly, provides or arranges to provide payment processing services.

(uuu) "Merger Consideration" means the Cash Consideration plus the Equity Consideration.

(vvv) "Merger Sub Equity Holder's Approval" means the affirmative vote or written consent of Parent voting or consenting in favor of the adoption of this Agreement, which Merger Sub Equity Holder's Approval was effectuated by the Merger Sub Equity Holder Written Consent.

(www) "Multiemployer Plan" means any Benefit Plan described in Section 3(37) of ERISA.

(xxx) "NACHA" means the National Automated Clearing House Association, and any successor organization.

(yyy) "NCP Agreement" means that certain Unit Purchase Agreement, dated as of July 22, 2016, by and among Hawk Buyer Holdings LLC, Repay Holdings, LLC, NCP Payment Systems, LLC and the Persons listed on Annex A thereto.

(zzz) "NCP Contingent Payment Amount" means any payment made in satisfaction of the Earn-Out Payment Amount (as defined in the NCP Agreement) as determined based on the Final Earn-Out Revenue Amount (as defined in the NCP Agreement).

(aaaa) "Neutral Accountant" means a nationally-recognized accounting firm that is mutually acceptable to the Surviving Pubco and the Company Securityholder Representative and independent to both Parties.

(bbbb) "Order" means any order, decree, ruling, judgment, injunction, writ, determination, binding decision, verdict, judicial award or other action that is or has been made, entered, rendered, or otherwise put into effect by or under the authority of any Governmental Authority.

(cccc) "Organizational Documents" means: (i) the articles or certificate of incorporation and the bylaws of a corporation; (ii) the partnership agreement and any statement of partnership of a general partnership; (iii) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (iv) the limited liability company agreement, operating agreement and the certificate of organization of a limited liability company, (v) the trust agreement and any documents that govern the formation of a trust; (vi) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (vii) any amendment to any of the foregoing.

(dddd) "Parent Benefit Arrangement" means any Benefit Arrangement sponsored or maintained by Parent or any of its Subsidiaries thereof or with respect to which Parent or any of its Subsidiaries thereof has any current or future Liability (whether actual, contingent, with respect to any of its assets or otherwise), in each case with respect to any present or former employees, consultants or service providers of Parent or any of its Subsidiaries.

(eeee) "Parent Benefit Plan" means any Benefit Plan for which Parent or any Subsidiary thereof is or has been the "plan sponsor" (as defined in Section 3(16)(B) of ERISA) or any Benefit Plan that Parent or any Subsidiary thereof maintains or to which it is obligated to make payments or has any current or future Liability, in each case with respect to any present or former employees of Parent or any Subsidiary thereof.

(ffff) "Parent Equity Holder" means any holders of Parent Class A Shares, Parent Class B Shares or Parent Preferred Shares.

(gggg) "Parent Equity Holders' Approval" means the affirmative vote or written consent of the holders of, (i) with respect to the Merger, including the issuance of Surviving Pubco Class V Shares and Surviving Company Membership Units in connection with the Merger, a majority of the Parent Class A Shares and Parent Class B Shares that are present and vote at the Parent Equity Holder Meeting; (ii) with respect to the Domestication, a two-thirds majority of the then outstanding Parent Class A Shares and Parent Class B Shares that are present for and vote at the Parent Equity Holder Meeting and (iii) with respect to the election of each of the Post-Closing Directors set forth in Section 5.14, by a majority of the outstanding Parent Class B Shares as of the record date for the Parent Equity Holder Meeting that are present at the Parent Equity Holder Meeting.

(hhhh) "Parent Fundamental Representations" means the representations and warranties set forth Section 4.2 (Due Organization), 4.3(a) (Parent and Merger Sub Authorization), 4.4 (Capitalization) (other than 4.4(a)) and 4.8 (Brokers and Agents).

(iiii) "Parent's knowledge", "knowledge of Parent", "known by Parent" or phrases of similar import or any of the foregoing with respect to Parent, mean the actual knowledge, after reasonable inquiry, of each Person named on Schedule 10.1(gggg).

(jjjj) "Parent Material Adverse Effect" means any Event that, individually or in the aggregate with any other results, occurrences, facts, changes, events and/or effects, has had or would be reasonably likely to have a material adverse effect on (i) the business, assets, Liabilities, results of operations or condition (financial or otherwise) of the Acquiror Companies, taken as a whole, or (ii) the ability of Parent or Merger Sub to consummate the Transactions or to perform their respective obligations hereunder or under the Transaction Documents to which they are a party or bound. Notwithstanding the foregoing, for purposes of clause (i) above, no Event (by itself or taken with any and all of the other Events) that results from or arises out of or is related to any of the following shall be deemed to constitute or be taken into account in determining whether there has been, a Parent Material Adverse Effect: (i) any change affecting generally the industries or markets in which the Acquiror Companies operate, including in any change in the financial markets, credit markets or capital markets in the United States or any other country or region in the world, (ii) acts of God, or any change in national or international political or social conditions, including the engagement by the United States or any other country or group in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or any other country, or any of their respective territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States or any other country or group, (iii) any change in GAAP (or the interpretation thereof), (iv) any change in Law, rules, regulations, orders, or other binding directives issued by any Governmental Authority (or the interpretation thereof), (v) the taking of any action expressly required by this Agreement, (vi) the public announcement or pendency of this Agreement or any of the Transactions or (vii) the consummation and effects of the Redemption; provided, further, in each case under clauses (i), (ii), (iii) or (iv) above, that such change does not affect the Acquiror Companies in a disproportionate manner relative to other Persons operating in the industries or markets in which the Acquiror Companies operate.

(kkkk) "Parent Public Units" means the units issued in the IPO or the overallotment consisting of one (1) Parent Class A Share and one (1) Parent Warrant.

(llll) "Parent Sponsor" means Thunder Bridge Acquisition LLC, a Delaware limited liability company.

(mmmm) "Payment Card Industry Data Security Standard" shall mean the information security standard, developed by the founding payment brands of the PCI Security Standards Council (including Visa, MasterCard, Discover, American Express and JCB International) and applicable to organizations that handle payment and/or personal information.

(nnnn) "PCAOB" means the U.S. Public Company Accounting Oversight Board (or any successor thereto).

(oooo) "Pension Plan" means any Benefit Plan subject to Code Section 412 or ERISA Section 302 or Title IV of ERISA (including any Multiemployer Plan).

(pppp) "Per Share Price" means an amount equal to $10.00 per share (as equitably adjusted for stock splits, stock dividends, reorganizations, combinations, recapitalizations and similar transactions affecting the Surviving Pubco Class A Shares after the date hereof (other than in respect of issuances of Surviving Pubco Class A Shares in connection with (i) any Additional Equity Financing or (ii) the issuance of the Equity Consideration (including the Estimated Equity Consideration)).

(qqqq) "Permit" with respect to any Person, any license, accreditation, bond, franchise, permit, consent, approval, right, privilege, certificate or other similar authorization issued by, or otherwise granted by, any Governmental Authority or any other Person to which or by which such Person is subject or bound or to which or by which any property, business, operation or right of such Person is subject or bound.

(rrrr) "Permitted Liens" means (i) any Lien for Taxes that are not yet due and payable as of the Closing Date or for Taxes that the taxpayer is diligently contesting in good faith and for which adequate reserves have been established, (ii) any landlord's, mechanic's, carrier's, workmen's, repairmen's or other similar statutory Lien arising or incurred in the ordinary course of business that does not materially detract from the value or use of the property encumbered thereby, (iii) any minor imperfection of title, condition, easement and reservation of rights (including any easement and reservation of, or rights of others for, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes), encroachment, covenant or restriction that does not materially detract from the use of the property encumbered thereby or interfere or otherwise impair the current use, occupancy, value or marketability of title of the assets subject thereto, (iv) restrictions on transfers under applicable state and federal securities Laws or pursuant to the terms of the Company LLC Agreement, (v) zoning, entitlement, building and other land use regulations and codes imposed by any Governmental Authority having jurisdiction over the Company Leased Real Property which are not violated in any material respect by the current use thereof; (vi) statutory Liens of lessors under the Real Property Leases for amounts not yet due, or Liens encumbering the fee interests (or any superior leasehold interest) in the Company Leased Real Property; and (vii) any Lien in favor of Card Associations pursuant to Contracts entered into in the ordinary course of business consistent with past practices.

(ssss) "Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, department, commission, self-regulatory organization, arbitrator, board, bureau, instrumentality, Governmental Authority or other entity, enterprise, authority or business organization.

(tttt) "Qualified Plan" means any Company Benefit Plan that is intended to meet the requirements of Section 401(a) of the Code.

(uuuu) "Real Property" means all interests in real property including fee estates, leaseholds and subleaseholds, purchase options, easements, licenses, rights to access, and rights of way, and all buildings and other improvements thereon, together with any additions thereto or replacements thereof.

(vvvv) "Real Property Lease" means any lease, sublease, license or other Contract with respect to Real Property.

(wwww) "Redemption Price" means an amount equal to the price at which each Parent Class A Share (or after the Domestication, Surviving Pubco Class A Share) is redeemed pursuant to the Redemption (as equitably adjusted for stock splits, stock dividends, reorganizations, combinations, recapitalizations and similar transactions affecting the Surviving Pubco Class A Shares after the Closing).

(xxxx) "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, or leaching into the indoor or outdoor environment, or into or out of any property.

(yyyy) "Remedial Action" means all actions to (i) clean up, remove, treat, or in any other way address any Hazardous Material, (ii) prevent the Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care, or (iv) correct a condition of noncompliance with Environmental Laws.

(zzzz) "Representatives" means, with respect to any Person, such Person's Affiliates and its and its Affiliates' respective officers and directors (or Persons holding comparable positions), employees, consultants, independent contractors, subcontractors, advisors, accountants, legal and other agents or legal representatives.

(aaaaa) "Required Amount" means an amount of cash sufficient for Parent, Merger Sub, the Surviving Pubco and the Surviving Company to pay the aggregate Merger Consideration (and any repayment or refinancing of debt contemplated by this Agreement or the Debt Commitment Letter) and any other amounts required to be paid in connection with the consummation of the Transactions and to pay all related expenses payable by them in connection with the Transactions, assuming for such purposes that the Company and its Subsidiaries have not incurred any additional Company Indebtedness or Employee Payments since the Most Recent Balance Sheet Date, has retained at least the same amount of Closing Cash since the Most Recent Balance Sheet Date.

(bbbbb) "Required Cash Consideration Amount" means an amount equal to (i) $300,000,000, minus (ii) the NCP Contingent Payment Escrow Amount, if any, minus (iii) the Company Securityholder Representative Expense Amount, minus (iv) the Additional Escrow Amount.

(ccccc) "Required Information" means the financial information required by Section 5 of Exhibit C of the Debt Commitment Letter in order for the Parent to prepare *pro forma* financial statements, as in effect on the date of this Agreement.

(ddddd) "Restricted Cash" means cash that is subject to a prohibition on use in the operations of the business of the Acquired Companies based on a contractual arrangement with a third party.

(eeeee) "SEC" means the U.S. Securities and Exchange Commission.

(fffff) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as they may be amended from time to time.

(ggggg) "Sensitive Data" means cardholder data and sensitive authentication data that must be protected in accordance with the requirements of the Payment Card Industry Data Security Standard.

(hhhhh) "Subsidiaries" means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, association or other business entity if such Person is allocated a majority of the gains or losses of such partnership, association or other business entity or is or controls the managing director or general partner of such partnership, association or other business entity.

(iiiii) "Surviving Company Membership Units" means the membership units of the Surviving Company, which such membership units shall be non-voting membership units, and which shall otherwise provide the holder thereof with, and subject the holder to, such rights, privileges, restrictions and obligations as set forth in the Surviving Company Amended and Restated Limited Liability Company Agreement.

(jjjjj) "Surviving Pubco Class A Share" means a Class A Share of the Surviving Pubco, as set forth in the Surviving Pubco Charter.

(kkkkk) "Surviving Pubco Class V Share" means a Class V Share of the Surviving Pubco, as set forth in the Surviving Pubco Charter.

(llllll) "Surviving Pubco Common Stock" means Surviving Pubco Class A Shares together with the Surviving Pubco Class V Shares.

(mmmmm) "Surviving Pubco Indebtedness" means, without duplication, the aggregate amount of (i) indebtedness of the Surviving Pubco or any of its Subsidiaries for borrowed money (including the outstanding principal and accrued but unpaid interest), (ii) any Capital Lease Obligations of the Surviving Pubco or any of its Subsidiaries, (iii) all obligations for the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of business), (iv) any other indebtedness of the Surviving Pubco or any of its Subsidiaries that is evidenced by a note, bond, debenture, credit agreement or similar instrument, (v) all obligations of the Surviving Pubco or any of its Subsidiaries for the reimbursement of any obligor on any line or letter of credit, banker's acceptance, guarantee or similar credit transaction, in each case, that has been drawn, called or claimed against, (vi) all interest rate and currency swaps, caps, collars and similar agreements or hedging devices under which payments are obligated to be made by the Surviving Pubco or any of its Subsidiaries, whether periodically or upon the happening of a contingency, (vii) any premiums, prepayment fees or other penalties, fees, costs or expenses associated with payment of any Indebtedness of the Surviving Pubco or any of its Subsidiaries and (viii) all obligations described in clauses (i) through (vii) above of any other Person which is guaranteed by the Surviving Pubco or any of its Subsidiaries (as surety or otherwise) or which is secured by any of the assets of the Surviving Pubco or any of its Subsidiaries. For the avoidance of doubt, the Surviving Pubco Indebtedness shall not include (A) any obligations of the Surviving Pubco or any of its Subsidiaries under any performance bond or letter of credit to the extent undrawn, uncalled and unclaimed, (B) any intercompany Liability of the Surviving Pubco or any of its Subsidiaries or (C) any Unpaid Company Indebtedness (including any amounts that are not satisfied at the Closing, but for the avoidance of doubt, excluding the Debt Financing).

(nnnnn) "Target Working Capital" means $4,000,000.

(ooooo) "Tax" (including with correlative meaning the term "Taxes") means any and all direct or indirect taxes, charges, fees, duties, contributions, levies or other similar assessments or liabilities, including, income, gross receipts, corporation, ad valorem, premium, value-added, net worth, capital stock, capital gains, documentary, recapture, alternative or add-on minimum, disability, registration, recording, excise, real property, personal property, sales, use, license, lease, service, service use, transfer, withholding, employment, unemployment, insurance, social security, national insurance, business license, business organization, environmental, workers compensation, payroll, profits, severance, stamp, occupation, windfall profits, customs duties, franchise, estimated and other taxes or similar assessments imposed by the United States of America or any state, local or foreign government, or any agency or political subdivision thereof, and any interest, fines, penalties or additions to tax imposed with respect to such items.

(ppppp) "Tax Proceeding" means any audit, investigation, litigation, dispute or other similar proceeding with respect to Taxes.

(qqqqq) "Tax Return" means any and all reports, returns (including information returns and claims for refunds), declarations, or statements relating to Taxes, including any schedule or attachment thereto and any amendment thereof filed or required to be filed with any Governmental Authority in connection with the determination, assessment, collection or payment of Taxes or in connection with the administration, implementation or enforcement of or compliance with any legal requirement relating to any Tax.

(rrrrr) "Termination Date" means June 30, 2019.

(sssss) "Trading Day" means any day on which Surviving Pubco Class A Shares are actually traded on the principal securities exchange or securities market on which Surviving Pubco Class A Shares are then traded.

(ttttt) "Transaction Documents" means each of the agreements and instruments contemplated by this Agreement hereby to be executed on the date hereof or on or prior to the Closing Date by a Company Equity Holder, the Company Securityholder Representative, the Company, Parent, Merger Sub and/or any of their respective Affiliates. The Transaction Documents include, without limitation, the Merger Sub Equity Holder Written Consent, the Waiver Agreement, the Parent Sponsor Director Support Agreements, the Company Sponsor Support Agreement, the Company Sponsor Director Support Agreements, the Company Equity Holder Support Agreements, the Parent Sponsor Letter, the Surviving Company Amended and Restated Limited Liability Company Agreement, the Exchange Agreement, the Tax Receivable Agreement, the Registration Rights Agreement, the Simanson Stockholders Agreement, the Organization Agreement, the Surviving Pubco Class V Share Subscription and Distribution Agreement, the Company Sponsor Stockholders Agreement, the Founder Stockholders Agreement, the Letter of Transmittal, the Paying and Exchange Agent Agreement, the Surviving Pubco Charter, the Surviving Pubco Bylaws and the Escrow Agreement.

(uuuuu) "Transaction Expenses" means, to the extent payable by any Company Equity Holder or the Acquired Companies (and not paid by the Acquired Companies before the Closing), all costs and expenses incurred by or on behalf of any Acquired Company at or prior to the Closing in connection with the preparation, execution and performance of this Agreement, the Transaction Documents and consummation of the Transactions and any related agreements in connection with the Transactions, including, without limitation, all fees and out of pocket expenses due all attorneys, accountants and financial advisors of any Acquired Company, and any success fees due or otherwise earned upon the Closing (but in all cases excluding the cost of the "tail" directors' and officers' liability insurance policies purchased pursuant to Section 6.4).

(vvvvv) "Transactions" means the transactions contemplated by this Agreement and the Transaction Documents, including, without limitation, the Domestication, the Merger, and the issuance of Surviving Pubco Class V Shares and Surviving Company Membership Units in connection with the Merger.

(wwwww) "Unpaid Company Indebtedness" means all Company Indebtedness outstanding at the Closing.

(xxxxx) "Unpaid Excess Transaction Expenses" means Unpaid Transaction Expenses in excess of $15,000,000.

(yyyyy) "Unpaid Transaction Expenses" means all Transaction Expenses outstanding at the Closing.

(zzzzz) "Unvested Profits Units" has the meaning ascribed thereto in the Company LLC Agreement.

(aaaaaa) "VWAP" means, for any security as of any date(s), the dollar volume-weighted average price for such security on the principal securities exchange or securities market on which such security is then traded during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg through its "HP" function (set to weighted average) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported by OTC Markets Group Inc. If the VWAP cannot be calculated for such security on such date(s) on any of the foregoing bases, the VWAP of such security on such date(s) shall be the fair market value per share on such date(s) as reasonably determined by a nationally recognized independent investment banking firm mutually agreed between the Company Securityholder Representative and the Surviving Pubco.

(bbbbbb) "Willful and Intentional Breach" means, with respect to any representation, warranty, agreement or covenant in this Agreement, a deliberate action or omission (including a failure to cure circumstances) where the breaching Party knows such action or omission is or would reasonably be expected to result in a breach of such representation, warranty, agreement or covenant, it being understood that such term shall include, in any event, the failure to consummate the Closing when required to do so by this Agreement.

10.2 Accounting Terms. Except as otherwise expressly provided in this Agreement, all accounting terms used herein shall be interpreted, and all financial statements and certificates and reports as to financial matters required to be delivered hereunder shall be prepared, in accordance with GAAP.

10.3 Usage. The defined terms herein shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references herein to "Articles", "Sections", "Exhibits", "Annexes" and "Schedules" shall be deemed to be references to articles and sections of and exhibits, annexes and schedules to this Agreement unless the context shall otherwise require. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The phrase "ordinary course of business" shall be deemed to be followed by the phrase "consistent with past practices". The word "predecessor" shall, when used with respect to any Person, mean such Person's predecessors and any other Person for whose conduct such Person is or may be responsible. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any statute defined or referred to herein or in any agreement or instrument that is referred to herein means such statute as from time to time amended, modified or supplemented, including succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Unless otherwise expressly provided, wherever the consent of any Person is required or permitted herein, such consent may be withheld in such Person's sole and absolute discretion. The table of contents and the Article and Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement. Reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity. Any reference in this Agreement to a Person's directors shall including any member of such Person's governing body and any reference in this Agreement to a Person's officers shall including any Person filling a substantially similar position for such Person. Any reference in this Agreement or any Transaction Document to a Person's shareholders or stockholders shall include any applicable owners of the equity interests of such Person, in whatever form.

10.4 Index of Defined Terms.

ARTICLE XI

GENERAL

11.1 Notices. Any notice, request, claim, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier postage prepaid (receipt requested), (c) on the date sent by email of a PDF document (with confirmation of transmission, and provided, that, unless affirmatively confirmed by the recipient as received, notice is also sent to such party under another method permitted in this Section 11.1 within two (2) Business Days thereafter) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third (3rd) Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 11.1):

If to Parent or Merger Sub prior to the Closing:

Thunder Bridge Acquisition, Ltd.
9912 Georgetown Pike, Suite D203
Great Falls, Virginia 22066
Attention: Gary Simanson, CEO
(202) 431-0507 (phone)
gsimanson@thunderbridge.us

With a required copy to (which shall not constitute notice):

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, New York 10105
Attention: Douglas Ellenoff, Esq.
Matthew A. Gray, Esq.
(212) 370-1300 (phone)
ellenoff@egsllp.com
mgray@egsllp.com

If to the Company (prior to Closing):

Hawk Parent Holdings LLC
c/o Repay Holdings, LLC
3 West Paces Ferry Road, Suite 200
Atlanta, Georgia 30305
Attention: John A. Morris, CEO
(404) 504-7474 (phone)
jmorris@repayonline.com

With a required copy to (which shall not constitute notice):

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attention: Maripat Alpuche
(212) 455-3971 (phone)
malpuche@stblaw.com

and

Troutman Sanders LLP
600 Peachtree Street, Suite 3000
Atlanta, Georgia 30308
Attention: Tyler B. Dempsey
(404) 885-3764 (phone)
tyler.dempsey@troutman.com

If to the Company Securityholder Representative:

CC Payment Holdings, L.L.C.
c/o Corsair Capital LLC
717 Fifth Avenue, 24th Floor
New York, New York 10022
Attention: Jeremy S. Schein
(212) 224-9400 (phone)
schein@corsair-capital.com

With a required copy to (which shall not constitute notice):

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attention: Maripat Alpuche
(212) 455-3971 (phone)
malpuche@stblaw.com

If to the Surviving Pubco or the Surviving Company after Closing:

Repay Holdings Corporation
3 West Paces Ferry Road, Suite 200
Atlanta, Georgia 30305
Attention: John A. Morris, CEO
(404) 504-7474 (phone)
jmorris@repayonline.com

With a required copy to (which shall not constitute notice):

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attention: Maripat Alpuche
(212) 455-3971 (phone)
malpuche@stblaw.com

and

Troutman Sanders LLP
600 Peachtree Street, Suite 3000
Atlanta, Georgia 30308
Attention: Tyler B. Dempsey
(404) 885-3764 (phone)
tyler.dempsey@troutman.com

11.2 Entire Agreement. This Agreement (which includes the Company Disclosure Schedule, the Parent Disclosure Schedule, the other schedules hereto and the exhibits hereto), the Transaction Documents and the Confidentiality Agreement set forth the entire understanding of the Parties with respect to the Transactions. Any and all previous agreements and understandings between or among the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. Each of the Company Disclosure Schedule, the Parent Disclosure Schedule, the other schedules and the exhibits is incorporated herein by this reference and expressly made a part hereof, and all terms used in the Company Disclosure Schedule, the Parent Disclosure Schedule or any schedule or exhibit shall have the meaning ascribed to such term in this Agreement.

11.3 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. None of the Parties hereto may assign its rights or obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably conditioned, withheld or delayed; provided, that each of Parent and Merger Sub may assign all or certain provisions of this Agreement or any interest herein to the Debt Financing Sources following the Closing without the prior written consent of any other Party. No assignment shall relieve the assigning Party of any of its obligations hereunder.

11.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.5 Expenses and Fees. Except as otherwise specifically provided for herein, each of the Parties shall bear its own expenses in connection with the negotiation and execution of this Agreement, the performance of its obligations hereunder and the consummation of the Transactions, including, all fees and expenses of its legal counsel, investment bankers, financial advisors, accountants and other advisors.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Delaware. Notwithstanding anything to the contrary in the foregoing, each of the parties agrees that all disputes and proceedings (in contract, in tort, or otherwise) arising out of or related to the Debt Commitment Letter shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

11.7 Submission to Jurisdiction; WAIVER OF JURY TRIAL.

(a) Each of the Parties hereto (i) irrevocably and unconditionally submits to the exclusive personal jurisdiction of the Court of Chancery of the State of Delaware, New Castle County, or, if that court does not have jurisdiction, a federal court sitting in Wimington, Delaware (and in each case, any appellate courts thereof) in any action or proceeding arising out of or relating to this Agreement or any of the Transactions, (ii) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, (iii) irrevocably and unconditionally agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (iv) agrees not to bring any action or proceeding arising out of or relating to this Agreement or any of the Transactions in any other court. Each Party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the Parties hereto irrevocably and unconditionally waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any Party hereto may make service on another party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 11.1. Nothing in this Section 11.7, however, shall affect the right of any party to serve legal process in any other manner permitted by law. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING CONTEMPLATED HEREBY.

(b) Notwithstanding the foregoing Section 11.7(a), any dispute relating to the preparation or determination of the Closing Adjustment Statement, Closing Adjustment Items, Final Closing Adjustment Statement or the Final Closing Adjustment shall be resolved exclusively pursuant to Section 2.5 or 2.6, as applicable (except for any action or proceeding for the enforcement of any determination by the Neutral Accountant, which shall be subject to Section 11.7(a)).

(c) Notwithstanding Section 11.7(a), each of the parties hereto agrees that it will not bring or support any action, suit or proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any provider of the Debt Financing in any way related to this Agreement or any of the transactions contemplated hereby in any forum other than the Supreme Court of the State of New York, or if under applicable law exclusive jurisdiction is vested in the federal courts, the United States District Court of the Southern District of New York (and appellate courts thereof). In the event of any trial taking place in New York as contemplated by the prior sentence, each party hereto waives, to the fullest extent permitted by applicable law, any right to have a trial by jury in respect of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated by this Agreement, to the extent the dispute arises out of or relates to any provider of the Debt Financing, any related documents, or the performance thereof.

11.8 Specific Performance. Each Party acknowledges that the other Parties will be irreparably harmed and that there will be no adequate remedy at law for any violation by any Party of any of the covenants or agreements contained in this Agreement or the Transaction Documents. It is accordingly agreed that, in addition to any other remedies which may be available upon the breach of any such covenants or agreements, each Party shall have the right to injunctive relief to restrain a breach or threatened breach of, or otherwise to obtain specific performance of, the other Parties' covenants and agreements contained in this Agreement and the Transaction Documents, in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity. Any Party seeking an injunction or injunctions to prevent breaches of any of the covenants or agreements contained in this Agreement or the Transaction Documents and to enforce specifically the terms and provisions of this Agreement or the Transaction Documents shall not be required to provide any bond or other security in connection with such order or injunction.

11.9 Severability. If any provision of this Agreement or the application thereof to any Person or circumstances is held by a court of competent jurisdiction or other Governmental Authority to be invalid or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such Person or circumstances in any other jurisdiction, shall not be affected thereby, and to this end the provisions of this Agreement shall be severable. Upon such determination by such court or other Governmental Authority, the Parties will substitute for any invalid or unenforceable provision a suitable and equitable provision that carries out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

11.10 Amendment; Waiver.

(a) This Agreement may be amended by the Parties at any time by execution of an instrument in writing signed on behalf of each of the Parties. Any extension or waiver by any Party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such Party; provided, that, for the avoidance of doubt, if the condition precedent set forth in Section 7.3(c) has not been satisfied on the Closing Date, the Company may elect to partially waive (in an instrument in writing signed by the Company) the condition precedent set forth in Section 7.3(c) and elect to receive (i) Cash Consideration in an amount less than the Required Cash Amount and (ii) Estimated Equity Consideration (and, following the determination thereof in accordance with the provisions of Section 2.5, Equity Consideration) in lieu thereof in accordance with the terms of this Agreement; provided, further, that any such partial waiver shall only affect the relative portions of Merger Consideration payable in cash or Surviving Company Membership Units, and shall not be construed in any way to reduce the Merger Consideration payable to the Company Equity Holders.

(b) Notwithstanding anything to the contrary set forth in Section 11.10(a), none of this Section 11.10(b), the last sentence of Section 8.2 (Effect of Termination), the proviso to Section 11.3 (Successors and Assigns), the last sentence of Section 11.6 (Governing Law), Section 11.7(c) (Submission to Jurisdiction; Waiver of Jury Trial) or the proviso to Section 11.11 (Absence of Third Party Beneficiary Rights) may be amended, restated, supplemented or modified in any manner materially adverse to any Debt Financing Source without the consent of such Debt Financing Source (not to be unreasonably withheld, conditioned or delayed).

11.11 Absence of Third Party Beneficiary Rights. Except for Section 6.4 and ARTICLE IX, no provision of this Agreement is intended, nor will be interpreted, to provide or to create any third party beneficiary rights or any other rights of any kind in any client, customer, Affiliate, stockholder, officer, director, employee or partner of any Party or any other Person, other than the Parties; provided, that the Debt Financing Sources shall be third-party beneficiaries to this proviso to Section 11.11, the last sentence of Section 8.2 (Effect of Termination), the proviso to Section 11.3 (Successors and Assigns), the last sentence of Section 11.6 (Governing Law), Section 11.7(c) (Submission to Jurisdiction; Waiver of Jury Trial) and, Section 11.10(b) (Amendment; Waiver).

11.12 Mutual Drafting. This Agreement is the mutual product of the Parties, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of each of the Parties, and shall not be construed for or against any Party.

11.13 Further Representations. Each Party acknowledges and represents that it has been represented by its own legal counsel in connection with the Transactions, with the opportunity to seek advice as to its legal rights from such counsel. Each Party further represents that it is being independently advised as to the tax consequences of the Transactions and is not relying on any representation or statements made by any other Party as to such tax consequences.

11.14 Waiver of Conflicts.

(a) The Parties agree, on their own behalf and on behalf their respective directors, officers, managers, employees and Affiliates, that, following the Closing, Simpson Thacher & Bartlett LLP and/or Troutman Sanders LLP may serve as counsel to the Company Equity Holders and their Affiliates in connection with any matters related to this Agreement and the Transactions, including any litigation, claim or obligation arising out of or relating to this Agreement or the Transactions notwithstanding any representation by Simpson Thacher & Bartlett LLP and/or Troutman Sanders LLP prior to the Closing Date of the Company. The Parties hereby (i) waive any claim they have or may have that Simpson Thacher & Bartlett LLP and/or Troutman Sanders LLP has a conflict of interest or is otherwise prohibited from engaging in such representation and (ii) agree that, in the event that a dispute arises either before or after the Closing between Parent (or the Surviving Pubco), Merger Sub or the Company (or the Surviving Company), on the one hand, and any of the Company Equity Holders or any of their respective Affiliates, on the other hand, Simpson Thacher & Bartlett LLP and/or Troutman Sanders LLP may represent the Company Equity Holders or any of their respective Affiliates in such dispute even though the interests of such Person(s) may be directly adverse to Parent (or the Surviving Pubco), Merger Sub or the Company (or the Surviving Company) and even though Simpson Thacher & Bartlett LLP and/or Troutman Sanders LLP may have represented the Company in a matter substantially related to such dispute. The Parties also further agree that, as to all communications prior to the Closing among Simpson Thacher & Bartlett LLP and/or Troutman Sanders LLP and the Company, the Company Equity Holders or the Company Equity Holders' Affiliates and Representatives, that relate in any way to the Transactions, the attorney-client privilege and the expectation of client confidence belong to the Company Equity Holders and may be controlled by the Company Equity Holders and shall not pass to or be claimed by Parent (or the Surviving Pubco), Merger Sub or the Company (or the Surviving Company). Notwithstanding the foregoing, in the event that a dispute arises between Parent (or the Surviving Pubco), Merger Sub or the Company (or the Surviving Company), on the one hand, and a third party other than a Party to this Agreement (or any Affiliate or Representative thereof) after the Closing, the Surviving Company may assert the attorney-client privilege to prevent disclosure of confidential communications by Simpson Thacher & Bartlett LLP and/or Troutman Sanders LLP to such third party; provided, however, that the Surviving Company may not waive such privilege without the prior written consent of the Company Securityholder Representative.

(b) The Parties agree, on their own behalf and on behalf their respective directors, officers, managers, employees and Affiliates, that, following the Closing, Ellenoff Grossman & Schole LLP may serve as counsel to the Parent Sponsor and its Affiliates in connection with any matters related to this Agreement and the Transactions, including any litigation, claim or obligation arising out of or relating to this Agreement or the Transactions notwithstanding any representation by Ellenoff Grossman & Schole LLP prior to the Closing Date of Parent. The Parties hereby (i) waive any claim they have or may have that Ellenoff Grossman & Schole LLP has a conflict of interest or is otherwise prohibited from engaging in such representation and (ii) agree that, in the event that a dispute arises either before or after the Closing between Parent (or the Surviving Pubco), Merger Sub or the Company (or the Surviving Company), on the one hand, and Parent Sponsor or any of its Affiliates, on the other hand, Ellenoff Grossman & Schole LLP may represent the Parent Sponsor or any of its Affiliates in such dispute even though the interests of such Person(s) may be directly adverse to Parent (or the Surviving Pubco), Merger Sub or the Company (or the Surviving Company) and even though Ellenoff Grossman & Schole LLP may have represented the Company in a matter substantially related to such dispute. The Parties also further agree that, as to all communications prior to the Closing among Ellenoff Grossman & Schole LLP and Parent, the Parent Sponsor or the Parent Sponsor's Affiliates and Representatives, that relate in any way to the Transactions, the attorney-client privilege and the expectation of client confidence belong to the Parent Sponsor and may be controlled by the Parent Sponsor and shall not pass to or be claimed by Parent (or the Surviving Pubco), Merger Sub or the Company (or the Surviving Company). Notwithstanding the foregoing, in the event that a dispute arises between Parent (or the Surviving Pubco), Merger Sub or the Company (or the Surviving Company), on the one hand, and a third party other than a Party to this Agreement (or any Affiliate or Representative thereof) after the Closing, the Surviving Pubco may assert the attorney-client privilege to prevent disclosure of confidential communications by Ellenoff Grossman & Schole LLP to such third party; provided, however, that the Surviving Pubco may not waive such privilege without the prior written consent of the Parent Sponsor.

11.15 Public Disclosure. Except as otherwise provided herein (including with respect to the Announcement 8-K, the Completion 8-K, the Signing Press Release and the Closing Press Release) or as required by applicable Law, none of the Parties shall make any disclosure or permit any of their respective Affiliates to make any disclosure (whether or not in response to an inquiry) of the subject matter of this Agreement unless previously approved by Parent, the Company and, after the Closing, the Company Securityholder Representative in writing, which approval shall not be unreasonably conditioned, withheld or delayed. No Company Equity Holder shall, and each Company Equity Holder shall cause each of its Affiliates not to, at any time, divulge, disclose or communicate to others in any manner whatsoever, information or statements which disparage or are intended to disparage Parent, the Acquired Companies or any of their respective Affiliates and their respective business reputations; provided, however, that (i) any such Party may disclose such terms to its accountants and advisors who have a "need-to-know" solely for the purpose of providing services related to the Transactions to such party, and (ii) any Institutional Equity Holder may disclose any information relating to the Transactions to any investor or limited partner of such Institutional Equity Holder to the extent such disclosure is made in the ordinary course of such Institutional Equity Holder's reporting or review procedure or in connection with such Institutional Equity Holder's ordinary course fundraising, marketing, information or reporting activities.

11.16 Currency. Whenever any payment hereunder is to be paid in "cash", payment shall be made in the legal tender of the United States and the method for payment shall be by wire transfer of immediately available funds. In the event there is any need to convert U.S. dollars into any foreign currency, or vice versa, for any purpose under this Agreement, the exchange rate shall be that published by the Wall Street Journal on the date an obligation is paid (or if the Wall Street Journal is not published on such date, the first date thereafter on which the Wall Street Journal is published).

11.17 No Recourse.

(a) Notwithstanding anything that may be expressed or implied in this Agreement or any Transaction Document, except with respect to Excluded Company Matters, by its acceptance of the benefits of this Agreement, Parent and Merger Sub each covenants, agrees and acknowledges that no Persons other than the Company have any liabilities, obligations, commitments (whether known or unknown or whether contingent or otherwise) hereunder and thereunder, and that, notwithstanding that the Company Equity Holders or their respective managing members or general partners may be partnerships or limited liability companies, none of Parent or Merger Sub has any right of recovery under this Agreement or any Transaction Document, or any claim based on such liabilities, obligations, commitments against, and no personal liability shall attach to, the former, current or future equity holders, controlling Persons, directors, officers, employees, agents, Affiliates, members, managers or general or limited partners of any of the Company or any former, current or future stockholder, controlling Person, director, officer, employee, general or limited partner, member, manager, Affiliate or agent of any of the foregoing (collectively, but not including the Company, a "Company Non-Recourse Party"), through the Company or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of the Company against any Company Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or Law, or otherwise. Without limiting the foregoing, other than with respect to any Excluded Company Matters, no claim will be brought or maintained by Parent, Merger Sub or any of their respective former, current or future general or limited partners, stockholders, direct or indirect equity holders, controlling Persons, managers, members, directors, officers, employees, Affiliates, affiliated (or commonly advised) funds, representatives, agents or any of their respective assignees or successors or any former, current or future general or limited partner, stockholder, direct or indirect equity holder, equity financing source, controlling Person, manager, member, director, officer, employee, Affiliate, affiliated (or commonly advised) fund, representative, agent, assignee or successor of any of the foregoing against any Company Non-Recourse Party that is not otherwise expressly identified as a Party to this Agreement, and no recourse will be brought or granted against any of them, by virtue of or based upon any alleged misrepresentation or inaccuracy in or breach or nonperformance of any of the representations, warranties, covenants or agreements of any Party hereto set forth or contained in this Agreement, any exhibit or schedule hereto, any other document contemplated hereby or any certificate, opinion, agreement or other document of the Company or any other Person delivered hereunder.

(b) Notwithstanding anything that may be expressed or implied in this Agreement or any Transaction Document, except with respect to Excluded Parent Matters, by its acceptance of the benefits of this Agreement (and with respect to each Company Equity Holder, in accordance with the Letter of Transmittal delivered by such Company Equity Holder in accordance with the requirements of this Agreement), the Company, the Company Securityholder Representative and each Company Equity Holder each covenants, agrees and acknowledges that no Persons other than Parent and Merger Sub have any liabilities, obligations, commitments (whether known or unknown or whether contingent or otherwise) hereunder and thereunder, and that, notwithstanding that the Parent Sponsor or its managing member or general partners may be partnerships or limited liability companies, none of the Company, the Company Securityholder Representative or the Company Equity Holders has any right of recovery under this Agreement or any Transaction Document, or any claim based on such liabilities, obligations, commitments against, and no personal liability shall attach to, the former, current or future equity holders, controlling Persons, directors, officers, employees, agents, Affiliates, members, managers or general or limited partners of any of Parent or Merger Sub or any former, current or future stockholder, controlling Person, director, officer, employee, general or limited partner, member, manager, Affiliate or agent of any of the foregoing (collectively, but not including Parent or Merger Sub, a "Parent Non-Recourse Party"), through Parent or Merger Sub or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of Parent or Merger Sub (or their respective successors) against any Parent Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or Law, or otherwise. Without limiting the foregoing, other than with respect to any Excluded Parent Matters, no claim will be brought or maintained by the Company, the Company Securityholder Representative, the Company Equity Holders or any of their respective former, current or future general or limited partners, stockholders, direct or indirect equity holders, controlling Persons, managers, members, directors, officers, employees, Affiliates, affiliated (or commonly advised) funds, representatives, agents or any of their respective assignees or successors or any former, current or future general or limited partner, stockholder, direct or indirect equity holder, equity financing source, controlling Person, manager, member, director, officer, employee, Affiliate, affiliated (or commonly advised) fund, representative, agent, assignee or successor of any of the foregoing against any Parent Non-Recourse Party that is not otherwise expressly identified as a Party to this Agreement, and no recourse will be brought or granted against any of them, by virtue of or based upon any alleged misrepresentation or inaccuracy in or breach or nonperformance of any of the representations, warranties, covenants or agreements of any Party hereto set forth or contained in this Agreement, any exhibit or schedule hereto, any other document contemplated hereby or any certificate, opinion, agreement or other document of the Company or any other Person delivered hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement 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 Signature Page to Follow*]

[Company and Securityholder Representative Signature Page to Agreement and Plan of Merger]

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

[Parent and Merger Sub Signature Page to Agreement and Plan of Merger]

Annex A

Within fifteen (15) calendar days after the consummation of the Closing, the Surviving Pubco will file with the SEC (at the Surviving Pubco's sole cost and expense) a registration statement (the "Registration Statement") registering the resale of the Surviving Pubco Class A Shares purchased by the investor in the Additional Equity Financing (the "Shares"), and Surviving Pubco shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof. Surviving Pubco will cause such Registration Statement or another registration statement (which may be a "shelf" registration statement) to remain effective until the earlier of (i) two years from the issuance of the Shares, or (ii) on the first date on which the investor can sell all of its Shares (or securities received in exchange therefor) under Rule 144 of the Securities Act without limitation as to the manner of sale or the amount of such securities that may be sold. The investor will disclose its beneficial ownership, as determined in accordance with Rule 13d-3 of the Exchange Act, of Surviving Pubco's securities to Surviving Pubco upon request to assist Surviving Pubco in making the determination described above. Surviving Pubco's obligations to include the Shares in the Registration Statement are contingent upon the investor furnishing in writing to Surviving Pubco such information regarding the investor, the securities of Surviving Pubco held by the investor and the intended method of disposition of the Shares as shall be reasonably requested by Surviving Pubco to effect the registration of the Shares, and shall execute such documents in connection with such registration as Surviving Pubco may reasonably request that are customary of a selling stockholder in similar situations. Surviving Pubco may suspend the use of any such registration statement if it determines in the opinion of counsel for Surviving Pubco that in order for the registration statement to not contain a material misstatement or omission, an amendment thereto would be needed to include information that would at that time not otherwise be required in a current, quarterly, or annual report under the Exchange Act; provided, that, Surviving Pubco shall use commercially reasonable efforts to make such registration statement available for the sale by the investor of such securities as soon as practicable thereafter.

Exhibit 10.1

EXCHANGE AGREEMENT

EXCHANGE AGREEMENT (this "Agreement"), dated as of [●], 2019, among Repay Holdings Corporation, a Delaware corporation, Hawk Parent Holdings, LLC, a Delaware limited liability company, and the holders, other than the Corporation, of LLC Units (as defined herein) from time to time party hereto.

WHEREAS, the parties hereto desire to provide for the exchange of LLC Units for shares of Class A Common Stock (as defined herein), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

SECTION 1.1. Definitions

The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

"Cash Amount" means the amount of cash equal to the Cash Amount Per Share multiplied by the number of LLC Units transferred in connection with the applicable Exchange multiplied by the Exchange Rate.

"Cash Amount Per Share" means the amount of cash per share of Class A Common Stock equal to the Value of such share of Class A Common Stock.

"Class A Common Stock" means the Class A common stock, par value $0.01 per share, of the Corporation.

"Class V Common Stock" means the Class V common stock, par value $0.01 per share, of the Corporation.

"Code" means the Internal Revenue Code of 1986, as amended.

"Corporation" means Repay Holdings Corporation, a Delaware Corporation, and any successor thereto.

"Exchange" has the meaning set forth in Section 2.1(a) of this Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Rate" means, at any time, the number of shares of Class A Common Stock for which an LLC Unit is entitled to be exchanged at such time. On the date of this Agreement, the Exchange Rate shall be 1 for 1, subject to adjustment pursuant to Section 2.2 hereof.

"Hawk Parent Holdings LLC" means Hawk Parent Holdings LLC, a Delaware limited liability company, and any successor thereto.

"Hawk Parent Holdings LLC Agreement" means the Second Amended and Restated Limited Liability Company Agreement of Hawk Parent Holdings LLC, dated on or about the date hereof, as such agreement may be amended from time to time.

"LLC Unit" means (i) each Class A Unit (as such term is defined in the Hawk Parent Holdings LLC Agreement) issued as of the date hereof and (ii) each Class A Unit or other interest in Hawk Parent Holdings LLC that may be issued by Hawk Parent Holdings LLC in the future that is designated by the Corporation as an "LLC Unit".

"LLC Unitholder" means each holder of one or more LLC Units that may from time to time be a party to this Agreement.

"Permitted Transferee" has the meaning given to such term in Section 3.1 of this Agreement.

"Publicly Traded" means listed or admitted to trading on the New York Stock Exchange or another national securities exchange or designated for quotation on the NASDAQ National Market, or any successor to any of the foregoing.

"Unvested Units" has the meaning given to such term in the Hawk Parent Holdings LLC Agreement.

"Value" means, with respect to any outstanding share of Class A Common Stock that is Publicly Traded, the volume weighted average price per share on the date of receipt of the applicable written election of Exchange. If the shares of Class A Common Stock are not Publicly Traded, the Value of a share of Class A Common Stock means the amount that a holder of a share of Class A Common Stock would receive if each of the assets of the Corporation were to be sold for its fair market value on the date of delivery of the applicable written election of Exchange, the Corporation were to pay all of its outstanding liabilities, and the remaining proceeds were to be distributed to the holders of the Corporation's equity. Such Value shall be determined by the Corporation, acting in good faith and based upon a commercially reasonable estimate of the amount that would be realized by the Corporation if each asset of the Corporation (and each asset of each partnership, limited liability company, trust, joint venture or other entity in which the Corporation owns a direct or indirect interest) were sold to an unrelated purchaser in an arms' length transaction where neither the purchaser nor the seller were under economic compulsion to enter into the transaction (without regard to any discount in value as a result of the Corporation's minority interest in any property or any illiquidity of the Corporation's interest in any property).

ARTICLE II

SECTION 2.1. Exchange of LLC Units for Class A Common Stock.

(a) From and after the six-month anniversary of the date of the consummation of the transactions described in the Corporation's Registration Statement on Form S-4 (File No. [●]), each LLC Unitholder shall be entitled at any time and from time to time, upon the terms and subject to the conditions hereof, to surrender LLC Units (other than Unvested Units) to Hawk Parent Holdings LLC in exchange for the delivery to the exchanging LLC Unitholder of, in the sole and absolute discretion of the Corporation, either (i) a number of shares of Class A Common Stock that is equal to the product of the number of LLC Units surrendered multiplied by the Exchange Rate or (ii) pursuant to Section 2.4, the Cash Amount (such exchange, an "Exchange"); provided, that any such Exchange is for a minimum of the lesser of 5,000 LLC Units (which minimum shall be equitably adjusted in accordance with any adjustments to the Exchange Rate) or all of the LLC Units (other than Unvested Units) held by such LLC Unitholder.

(b) An LLC Unitholder shall exercise its right to make an Exchange as set forth in Section 2.1(a) above by delivering to the Corporation and to Hawk Parent Holdings LLC a written election of exchange in respect of the LLC Units to be exchanged substantially in the form of Exhibit A hereto and any certificates, if any, representing LLC Units, duly executed by such holder or such holder's duly authorized attorney, in each case delivered during normal business hours at the principal executive offices of the Corporation and of Hawk Parent Holdings LLC. As promptly as practicable following the delivery of such a written election of exchange (and the concurrent consummation of the transfer of LLC Units from such LLC Unitholder to the Corporation, for the account of Hawk Parent Holdings LLC, in connection therewith), Hawk Parent Holdings LLC shall deliver or cause to be delivered at the offices of the then-acting registrar and transfer agent of the Class A Common Stock or, if there is no then-acting registrar and transfer agent of the Class A Common Stock, at the principal executive offices of the Corporation, the number of shares of Class A Common Stock deliverable upon such Exchange, registered in the name of the relevant exchanging LLC Unitholder or its designee, or the Cash Amount, as applicable. Notwithstanding the foregoing, if the Class A Common Stock is settled through the facilities of The Depository Trust Company, and the exchanging LLC Unitholder is permitted to hold shares of Class A Common Stock through The Depository Trust Company, Hawk Parent Holdings LLC will, subject to Section 2.1(c) hereof, upon the written instruction of an exchanging LLC Unitholder, use its reasonable best efforts to deliver or cause to be delivered the shares of Class A Common Stock deliverable to such exchanging LLC Unitholder, through the facilities of The Depository Trust Company, to the account of the participant of The Depository Trust Company designated by such exchanging LLC Unitholder. The Corporation, including in its capacity as the Managing Member of Hawk Parent Holdings LLC, shall take such actions as may be required to ensure the performance by Hawk Parent Holdings LLC of its obligations under this Section 2(b) and the foregoing Section 2(a), including the issuance and sale of shares of Class A Common Stock to or for the account of Hawk Parent Holdings LLC in exchange for the delivery to the Corporation of a number of LLC Units that is equal to the number of LLC Units surrendered by an exchanging LLC Unitholder. Any LLC Unitholder that surrenders all of the LLC Units held by such LLC Unitholder to the Corporation, for the account of Hawk Parent Holdings LLC, pursuant to this Section 2.1(b) shall concurrently surrender all shares of Class V Common Stock held by such LLC Unitholder (including any fractions thereof) to the Corporation for no consideration.

(c) Hawk Parent Holdings LLC and each exchanging LLC Unitholder shall bear its own expenses in connection with the consummation of any Exchange, whether or not any such Exchange is ultimately consummated, except that Hawk Parent Holdings LLC shall bear any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, any Exchange; provided, however, that if any shares of Class A Common Stock are to be delivered in a name other than that of the LLC Unitholder that requested the Exchange, then such LLC Unitholder and/or the person in whose name such shares are to be delivered shall pay to Hawk Parent Holdings LLC the amount of any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, such Exchange or shall establish to the reasonable satisfaction of Hawk Parent Holdings LLC that such tax has been paid or is not payable.

(d) Notwithstanding anything to the contrary herein, to the extent the Corporation or Hawk Parent Holdings LLC shall determine that LLC Units do not meet the requirements of Treasury Regulation section 1.7704-1(h), the Corporation or Hawk Parent Holdings LLC may impose such restrictions on Exchange as the Corporation or Hawk Parent Holdings LLC may determine to be necessary or advisable so that Hawk Parent Holdings LLC is not treated as a "publicly traded partnership" under Section 7704 of the Code; provided, that each LLC Unitholder shall be entitled at any time to exchange LLC Units for Class A Common Stock, provided that the aggregate number of LLC Units surrendered by such LLC Unitholder in any such Exchange is greater than 2% of the then-outstanding LLC Units (provided that such Exchange constitutes part of a "block transfer" within the meaning of Treasury Regulation Section 1.7704-1(e)(2)). Notwithstanding anything to the contrary herein, no Exchange shall be permitted (and, if attempted, shall be void *ab initio*) if, in the good faith determination of the Corporation or of Hawk Parent Holdings LLC, such an Exchange would pose a material risk that Hawk Parent Holdings LLC would be a "publicly traded partnership" under Section 7704 of the Code.

(e) For the avoidance of doubt, and notwithstanding anything to the contrary herein, an LLC Unitholder shall not be entitled to effect an Exchange to the extent the Corporation determines that such Exchange (i) would be prohibited by law or regulation (including, without limitation, the unavailability of any requisite registration statement filed under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or any exemption from the registration requirements thereunder) or (ii) would not be permitted under any other agreements with the Corporation or its subsidiaries to which such LLC Unitholder may be party (including, without limitation, the Hawk Parent Holdings LLC Agreement) or any written policies of the Corporation related to unlawful or inappropriate trading applicable to its directors, officers or other personnel.

(f) The Corporation may adopt reasonable procedures for the implementation of the exchange provisions set forth in this Article II, including, without limitation, procedures for the giving of notice of an election of exchange.

SECTION 2.2. Adjustment. The Exchange Rate shall be adjusted accordingly if there is: (a) any subdivision (by any unit split, unit distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse unit split, reclassification, reorganization, recapitalization or otherwise) of the LLC Units that is not accompanied by an identical subdivision or combination of the Class A Common Stock or (b) any subdivision (by any stock split, stock dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock split, reclassification, reorganization, recapitalization or otherwise) of the Class A Common Stock that is not accompanied by an identical subdivision or combination of the LLC Units. If there is any reclassification, reorganization, recapitalization or other similar transaction in which the Class A Common Stock are converted or changed into another security, securities or other property, then upon any subsequent Exchange, an exchanging LLC Unitholder shall be entitled to receive the amount of such security, securities or other property that such exchanging LLC Unitholder would have received if such Exchange had occurred immediately prior to the effective time of such reclassification, reorganization, recapitalization or other similar transaction, taking into account any adjustment as a result of any subdivision (by any split, distribution or dividend, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse split, reclassification, recapitalization or otherwise) of such security, securities or other property that occurs after the effective time of such reclassification, reorganization, recapitalization or other similar transaction. Except as may be required in the immediately preceding sentence, no adjustments in respect of distributions shall be made upon the exchange of any LLC Unit.

SECTION 2.3. Class A Common Stock to be Issued.

(a) The Corporation shall at all times reserve and keep available out of its authorized but unissued Class A Common Stock, solely for the purpose of issuance upon an Exchange, such number of shares of Class A Common Stock as may be deliverable upon any such Exchange; provided, that nothing contained herein shall be construed to preclude Hawk Parent Holdings LLC from satisfying its obligations in respect of the Exchange of the LLC Units by delivery of shares of Class A Common Stock which are held in the treasury of the Corporation or are held by Hawk Parent Holdings LLC or any of their subsidiaries or by delivery of purchased shares of Class A Common Stock (which may or may not be held in the treasury of the Corporation or held by any subsidiary thereof), or by delivery of the Cash Amount. The Corporation and Hawk Parent Holdings LLC covenant that all Class A Common Stock issued upon an Exchange will, upon issuance, be validly issued, fully paid and non-assessable.

(b) The Corporation and Hawk Parent Holdings LLC shall at all times ensure that the execution and delivery of this Agreement by each of the Corporation and Hawk Parent Holdings LLC and the consummation by each of the Corporation and Hawk Parent Holdings LLC of the transactions contemplated hereby (including without limitation, the issuance of the Class A Common Stock) have been duly authorized by all necessary corporate or limited liability company action, as the case may be, on the part of the Corporation and Hawk Parent Holdings LLC, including, but not limited to, all actions necessary to ensure that the acquisition of shares of Class A Common Stock pursuant to the transactions contemplated hereby, to the fullest extent of the Corporation's board of directors' power and authority and to the extent permitted by law, shall not be subject to any "moratorium," "control share acquisition," "business combination," "fair price" or other form of anti-takeover laws and regulations of any jurisdiction that may purport to be applicable to this Agreement or the transactions contemplated hereby.

(c) The Corporation and Hawk Parent Holdings LLC covenant and agree that, to the extent that a registration statement under the Securities Act is effective and available for shares of Class A Common Stock to be delivered with respect to any Exchange, shares that have been registered under the Securities Act shall be delivered in respect of such Exchange. In the event that any Exchange in accordance with this Agreement is to be effected at a time when any required registration has not become effective or otherwise is unavailable, upon the request and with the reasonable cooperation of the LLC Unitholder requesting such Exchange, the Corporation and Hawk Parent Holdings LLC shall use commercially reasonable efforts to promptly facilitate such Exchange pursuant to any reasonably available exemption from such registration requirements. The Corporation and Hawk Parent Holdings LLC shall use commercially reasonable efforts to list the Class A Common Stock required to be delivered upon exchange prior to such delivery upon each national securities exchange or inter-dealer quotation system upon which the outstanding Class A Common Stock may be listed or traded at the time of such delivery.

SECTION 2.4. Exchange for Cash Amount. Notwithstanding anything to the contrary in this Article II, by delivery of an written election of Exchange pursuant to Section 2.1(a), the applicable holder shall be deemed to have offered to sell its shares of Class A Common Stock described in the written election of Exchange to the Corporation, and the Corporation may, in its sole and absolute discretion, by means of delivery of a notice to such effect on the day immediately following the delivery of such written election of Exchange, elect to purchase directly and acquire such shares of Class A Common Stock by paying to such holder the Cash Amount, whereupon the Corporation shall acquire the shares of Class A Common Stock offered for Exchange by such holder. As promptly as practicable following the delivery of notice, the Corporation shall deposit or cause to be deposited the Cash Amount in the account of such exchanging holder specified in its written election of Exchange. In the event that the Corporation does not deliver such notice of such election to pay the Cash Amount on the day immediately following the delivery of such written election of Exchange, it shall be deemed to have elected to settle the Exchange with shares of Class A Common Stock.

ARTICLE III

SECTION 3.1. Additional LLC Unitholders. To the extent an LLC Unitholder validly transfers any or all of such holder's LLC Units to another person in a transaction in accordance with, and not in contravention of, the Hawk Parent Holdings LLC Agreement or any other agreement or agreements with the Corporation or any of its subsidiaries to which a transferring LLC Unitholder may be party, then such transferee (each, a "Permitted Transferee") shall have the right to execute and deliver a joinder to this Agreement, substantially in the form of Exhibit B hereto, whereupon such Permitted Transferee shall become an LLC Unitholder hereunder. To the extent Hawk Parent Holdings LLC issues LLC Units in the future, Hawk Parent Holdings LLC shall be entitled, in its sole discretion, to make any holder of such LLC Units an LLC Unitholder hereunder through such holder's execution and delivery of a joinder to this Agreement, substantially in the form of Exhibit B hereto.

SECTION 3.2. Addresses and Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax, by electronic mail (delivery receipt requested) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be as specified in a notice given in accordance with this Section 3.2):

(a) If to the Corporation, to:

Repay Holdings Corporation
c/o Repay Holdings, LLC
3 West Paces Ferry Road, Suite 200
Atlanta, Georgia 30305
Attention: John A. Morris, CEO
Phone: (404) 504-7474
Email: jmorris@repayonline.com

(b) If to Hawk Parent Holdings LLC, to:

c/o Repay Holdings, LLC
3 West Paces Ferry Road, Suite 200
Atlanta, Georgia 30305
Attention: John A. Morris, CEO
Phone: (404) 504-7474
Email: jmorris@repayonline.com

(c) If to any LLC Unitholder, to the address and other contact information set forth in the records of Hawk Parent Holdings LLC from time to time.

SECTION 3.3. Further Action. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

SECTION 3.4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, executors, administrators, heirs, legal representatives and assigns.

SECTION 3.5. Severability. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 3.6. Amendment. The provisions of this Agreement may be amended only by the affirmative vote or written consent of each of (i) the Corporation, (ii) Hawk Parent Holdings LLC and (iii) LLC Unitholders holding at least a majority of the then outstanding LLC Units (excluding LLC Units held by the Corporation); provided that no amendment may materially, disproportionately and adversely affect the rights of an LLC Unitholder (other than the Corporation and its subsidiaries) without the consent of such LLC Unitholder (or, if there is more than one such LLC Unitholder that is so affected, without the consent of a majority in interest of such affected LLC Unitholders (other than the Corporation and its subsidiaries) in accordance with their holdings of LLC Units).

SECTION 3.7. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

SECTION 3.8. Submission to Jurisdiction; Waiver of Jury Trial.

(a) Any and all disputes which cannot be settled amicably with respect to this Agreement, including any action (at law or in equity), claim, litigation, suit, arbitration, hearing, audit, review, inquiry, proceeding, investigation or ancillary claims of any party, arising out of, relating to or in connection with the validity, negotiation, execution, interpretation, performance or non-performance of this Agreement or any matter arising out of or in connection with this Agreement and the rights and obligations arising hereunder or thereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder or thereunder brought by a party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Chancery Court, or if such court shall not have jurisdiction, any federal court located in the State of Delaware, or, if neither of such courts shall have jurisdiction, any other Delaware state court. Each of the parties hereby irrevocably submits with regard to any such dispute for itself and in respect of its property, generally and unconditionally, to the sole and exclusive personal jurisdiction of the aforesaid courts and agrees that it will not bring any dispute relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the aforesaid courts. Each party irrevocably consents to service of process in any dispute in any of the aforesaid courts by the mailing of copies thereof by registered or certified mail, postage prepaid, or by recognized overnight delivery service, to such party at such party's address referred to in Section 3.2. Each party hereby irrevocably and unconditionally waives, and agrees not to assert as a defense, counterclaim or otherwise, in any action brought by any party with respect to this Agreement (i) any claim that it is not personally subject to the jurisdiction of the aforesaid courts for any reason other than the failure to serve process in accordance with this Section 3.8; (ii) any claim that it or its property is exempt or immune from the jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); or (iii) any objection which such party may now or hereafter have (A) to the laying of venue of any of the aforesaid actions arising out of or in connection with this Agreement brought in the courts referred to above; (B) that such action brought in any such court has been brought in an inconvenient forum and (C) that this Agreement, or the subject matter hereof or thereof, may not be enforced in or by such courts.

(b) To the extent that any party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself, or to such party's property, each such party hereby irrevocably waives such immunity in respect of such party's obligations with respect to this Agreement.

(C) EACH PARTY ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY AGREEING TO THE CHOICE OF DELAWARE LAW TO GOVERN THIS AGREEMENT AND TO THE JURISDICTION OF DELAWARE COURTS IN CONNECTION WITH PROCEEDINGS BROUGHT HEREUNDER. THE PARTIES INTEND THIS TO BE AN EFFECTIVE CHOICE OF DELAWARE LAW AND AN EFFECTIVE CONSENT TO JURISDICTION AND SERVICE OF PROCESS UNDER 6 DEL. C. § 2708.

(D) EACH PARTY, FOR ITSELF AND ITS AFFILIATES, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE ACTIONS OF THE PARTIES OR THEIR RESPECTIVE AFFILIATES PURSUANT TO THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF.

(i) The parties hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter may have to personal jurisdiction or to the laying of venue of any such ancillary suit, action or proceeding brought in any court referred to in this Section 3.8(c) and such parties agree not to plead or claim the same.

SECTION 3.9. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or by e-mail delivery of a ".pdf" format data file) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopy, by e-mail delivery of a ".pdf" format data file or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 3.9.

SECTION 3.10. Tax Treatment. This Agreement shall be treated as part of the partnership agreement of Hawk Parent Holdings LLC as described in Section 761(c) of the Code and Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c) of the Treasury Regulations promulgated thereunder. As required by the Code and the Treasury Regulations, the parties shall report any Exchange consummated hereunder as a taxable sale of the LLC Units by an LLC Unitholder to the Corporation, and no party shall take a contrary position on any income tax return, amendment thereof or communication with a taxing authority unless an alternate position is permitted under the Code and Treasury Regulations and the Corporation consents in writing, such consent not to be unreasonably withheld, conditioned, or delayed. Further, in connection with any Exchange consummated hereunder, Hawk Parent Holdings LLC and/or the Corporation shall provide the exchanging LLC Unitholder with all reasonably necessary information to enable the exchanging LLC Unitholder to file its income Tax returns for the taxable year that includes the Exchange, including information with respect to Code Section 751 assets (including relevant information regarding "unrealized receivables" or "inventory items") and Section 743(b) basis adjustments as soon as practicable and in all events within 60 days following the close of such taxable year (and use commercially reasonable efforts to provide estimates of such information within 90 days of the applicable Exchanges).

SECTION 3.11. Withholding. The Corporation and Hawk Parent Holdings LLC shall be entitled to deduct and withhold from any payment made to a LLC Unitholder pursuant to any Exchange consummated under this Agreement all Taxes that each of the Corporation and Hawk Parent Holdings LLC is required to deduct and withhold with respect to such payment under the Code (or any other provision of applicable law), including, without limitation, Section 1446(f) of the Code. Hawk Parent Holdings LLC may at its sole discretion reduce the Class A Common Stock issued to a LLC Unitholder in an Exchange in an amount that corresponds to the amount of the required withholding described in the immediately preceding sentence and all such amounts shall be treated as having been paid to such LLC Unitholder.

SECTION 3.11. Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to specific performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

SECTION 3.12. Independent Nature of LLC Unitholders' Rights and Obligations. The obligations of each LLC Unitholder hereunder are several and not joint with the obligations of any other LLC Unitholder, and no LLC Unitholder shall be responsible in any way for the performance of the obligations of any other LLC Unitholder hereunder. The decision of each LLC Unitholder to enter into to this Agreement has been made by such LLC Unitholder independently of any other LLC Unitholder. Nothing contained herein, and no action taken by any LLC Unitholder pursuant hereto, shall be deemed to constitute the LLC Unitholders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the LLC Unitholders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated hereby. The Corporation acknowledges that the LLC Unitholders are not acting in concert or as a group, and the Corporation will not assert any such claim, with respect to such obligations or the transactions contemplated hereby.

SECTION 3.13. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware, without regards to its principles of conflicts of laws.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, all as of the date first set forth above.

REPAY HOLDINGS CORPORATION

By: _____
Name: [●]
Title: [●]

HAWK PARENT HOLDINGS LLC

By: _____
Name: [●]
Title: [●]

LLC UNITHOLDERS

By: _____
Name: [●]
Title: [●]

EXHIBIT A

FORM OF
ELECTION OF EXCHANGE

Repay Holdings Corporation
c/o Repay Holdings, LLC
3 West Paces Ferry Road, Suite 200
Atlanta, Georgia 30305
Attention: John A. Morris, CEO

Hawk Parent Holdings LLC
c/o Repay Holdings, LLC
3 West Paces Ferry Road, Suite 200
Atlanta, Georgia 30305
Attention: John A. Morris, CEO

Reference is hereby made to the Exchange Agreement, dated as of [●], 2019 (the "Exchange Agreement"), among Repay Holdings Corporation, a Delaware corporation, Hawk Parent Holdings LLC, a Delaware limited liability company, and the holders of LLC Units (as defined herein) from time to time party thereto. Capitalized terms used but not defined herein shall have the meanings given to them in the Exchange Agreement.

The undersigned LLC Unitholder hereby transfers to the Corporation, for the account of Hawk Parent Holdings LLC, the number of LLC Units set forth below in exchange for shares of Class A Common Stock to be issued in its name as set forth below, as set forth in the Exchange Agreement.

Legal Name of LLC Unitholder: _____

Address: _____

Number of LLC Units to be exchanged: _____

Account information for deposit of Cash Amount, if applicable:

Bank Name: _____

ABA No.: _____

Account No.: _____

Account Name: _____

The undersigned hereby represents and warrants that (i) the undersigned has full legal capacity to execute and deliver this Election of Exchange and to perform the undersigned's obligations hereunder; (ii) this Election of Exchange has been duly executed and delivered by the undersigned and is the legal, valid and binding obligation of the undersigned enforceable against it in accordance with the terms hereof, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and the availability of equitable remedies; (iii) the LLC Units subject to this Election of Exchange are being transferred to the Corporation free and clear of any pledge, lien, security interest, encumbrance, equities or claim; and (iv) no consent, approval, authorization, order, registration or qualification of any third party or with any court or governmental agency or body having jurisdiction over the undersigned or the LLC Units subject to this Election of Exchange is required to be obtained by the undersigned for the transfer of such LLC Units to the Corporation.

The undersigned hereby irrevocably constitutes and appoints any officer of the Corporation or of Hawk Parent Holdings LLC as the attorney of the undersigned, with full power of substitution and resubstitution in the premises, to do any and all things and to take any and all actions that may be necessary to transfer to the Corporation, for the account of Hawk Parent Holdings LLC, the LLC Units subject to this Election of Exchange and to deliver to the undersigned the shares of Class A Common Stock to be delivered in exchange therefor.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Election of Exchange to be executed and delivered by the undersigned or by its duly authorized attorney.

Name: _____

Dated: _____

EXHIBIT B

FORM OF
JOINDER AGREEMENT

This Joinder Agreement ("Joinder Agreement") is a joinder to the Exchange Agreement, dated as of [●], 2019 (the "Exchange Agreement"), among Repay Holdings Corporation, a Delaware corporation (the "Corporation"), Hawk Parent Holdings LLC, a Delaware limited liability company, and each of the LLC Unitholders from time to time party thereto. Capitalized terms used but not defined in this Joinder Agreement shall have their meanings given to them in the Exchange Agreement. This Joinder Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware. In the event of any conflict between this Joinder Agreement and the Exchange Agreement, the terms of this Joinder Agreement shall control.

The undersigned hereby joins and enters into the Exchange Agreement having acquired LLC Units in Hawk Parent Holdings LLC. By signing and returning this Joinder Agreement to the Corporation, the undersigned accepts and agrees to be bound by and subject to all of the terms and conditions of and agreements of an LLC Unitholder contained in the Exchange Agreement, with all attendant rights, duties and obligations of an LLC Unitholder thereunder. The parties to the Exchange Agreement shall treat the execution and delivery hereof by the undersigned as the execution and delivery of the Exchange Agreement by the undersigned and, upon receipt of this Joinder Agreement by the Corporation and by Hawk Parent Holdings LLC, the signature of the undersigned set forth below shall constitute a counterpart signature to the signature page of the Exchange Agreement.

Name: _____

Address for Notices:

_____

_____

_____

Attention: _____

With copies to:

_____

_____

_____

_____

Exhibit 10.2

TAX RECEIVABLE AGREEMENT

among

REPAY HOLDINGS CORPORATION

and

THE PERSONS NAMED HEREIN

Dated as of ___, 2019

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TAX RECEIVABLE AGREEMENT

This TAX RECEIVABLE AGREEMENT (this "Agreement"), dated as of ____, 2019, is hereby entered into by and among Repay Holdings Corporation, a Delaware corporation (the "Corporate Taxpayer"), and each of the other persons from time to time party hereto (the "TRA Parties").

RECITALS

WHEREAS, the TRA Parties directly or indirectly hold limited liability company units (the "Units") in Hawk Parent Holdings LLC, a Delaware limited liability company ("OpCo"), which is classified as a partnership for United States federal income tax purposes;

WHEREAS, the Corporate Taxpayer is the managing member of OpCo, and holds and will hold, directly and/or indirectly, Units;

WHEREAS, the Units held by the TRA Parties may be exchanged for Class A common stock (the "Class A Shares") of the Corporate Taxpayer, subject to the provisions of the LLC Agreement (as defined below) and the Exchange Agreement, dated as of _____, 2019, among the Corporate Taxpayer and the holders of Units from time to time party thereto, as amended from time to time;

WHEREAS, OpCo and each of its direct and indirect subsidiaries treated as a partnership for United States federal income tax purposes currently have and will have in effect an election under Section 754 of the United States Internal Revenue Code of 1986, as amended (the "Code"), for each Taxable Year (as defined below) in which a taxable acquisition (including a deemed taxable acquisition under Section 707(a) of the Code) of Units by the Corporate Taxpayer from the TRA Parties for Class A Shares or other consideration (an "Exchange") occurs;

WHEREAS, the income, gain, loss, expense and other Tax (as defined below) items of the Corporate Taxpayer may be affected by the Basis Adjustments (as defined below) and the Imputed Interest (as defined below);

WHEREAS, the parties to this Agreement desire to make certain arrangements with respect to the effect of the Basis Adjustments and Imputed Interest on the liability for Taxes of the Corporate Taxpayer;

WHEREAS, Exchanges by the TRA Parties and payments in respect of Tax savings related to such Exchanges will result in Tax savings for the Corporate Taxpayer;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the terms set forth in this Article I shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

"Agreed Rate" means LIBOR plus 100 basis points.

"Basis Adjustment" means the adjustment to the tax basis of a Reference Asset under Sections 732, 734(b) and 1012 of the Code (in situations where, as a result of one or more Exchanges, OpCo becomes an entity that is disregarded as separate from its owner for United States federal income tax purposes) or under Sections 734(b), 743(b) and 754 of the Code (in situations where, following an Exchange, OpCo remains in existence as an entity treated as a partnership for United States federal income tax purposes) and, in each case, comparable sections of state and local tax laws, as a result of an Exchange and the payments made pursuant to this Agreement. For the avoidance of doubt, the amount of any Basis Adjustment resulting from an Exchange of one or more Units shall be determined without regard to any Pre-Exchange Transfer of such Units and as if any such Pre-Exchange Transfer had not occurred.

A "Beneficial Owner" of a security is a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, such security and/or (ii) investment power, which includes the power to dispose of, or to direct the disposition of, such security. The terms "Beneficially Own" and "Beneficial Ownership" shall have correlative meanings.

"Board" means the Board of Directors of the Corporate Taxpayer.

"Business Day" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the State of New York shall not be regarded as a Business Day.

"Change of Control" means the occurrence of any of the following events:

(i) any Person or any group of Persons acting together which would constitute a "group" for purposes of Section 13(d) of the Exchange Act or any successor provisions thereto (excluding (a) a corporation or other entity owned, directly or indirectly, by the stockholders of the Corporate Taxpayer in substantially the same proportions as their ownership of stock of the Corporate Taxpayer or (b) a group of Persons in which one or more of the Permitted Investors or Affiliates of Permitted Investors directly or indirectly hold Beneficial Ownership of securities representing more than 50% of the total voting power held by such group) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Corporate Taxpayer representing more than 50% of the combined voting power of the Corporate Taxpayer's then outstanding voting securities; or

(ii) the following individuals cease for any reason to constitute a majority of the number of directors of the Corporate Taxpayer then serving: individuals who, on the Closing Date, constitute the Board and any new director whose appointment or election by the Board or nomination for election by the Corporate Taxpayer's shareholders was approved or recommended by a vote of at least two-thirds of the directors then still in office who either were directors on the Closing Date or whose appointment, election or nomination for election was previously so approved or recommended by the directors referred to in this clause (ii); or

(iii) there is consummated a merger or consolidation of the Corporate Taxpayer with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, either (x) the board of directors immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (y) the voting securities of the Corporate Taxpayer immediately prior to such merger or consolidation do not continue to represent or are not converted into more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof; or

(iv) the shareholders of the Corporate Taxpayer approve a plan of complete liquidation or dissolution of the Corporate Taxpayer or there is consummated an agreement or series of related agreements for the sale, lease or other disposition, directly or indirectly, by the Corporate Taxpayer of all or substantially all of the assets of the Corporate Taxpayer and its Subsidiaries, taken as a whole, other than such sale or other disposition by the Corporate Taxpayer of all or substantially all of the assets of the Corporate Taxpayer and its Subsidiaries, taken as a whole, to an entity at least 50% of the combined voting power of the voting securities of which are owned by shareholders of the Corporate Taxpayer in substantially the same proportions as their ownership of the Corporate Taxpayer immediately prior to such sale.

Notwithstanding the foregoing, except with respect to clause (ii) and clause (iii)(x) above, a "Change of Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the shares of the Corporate Taxpayer immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in, and own substantially all of the shares of, an entity which owns all or substantially all of the assets of the Corporate Taxpayer immediately following such transaction or series of transactions.

"Closing Date" means the date of the consummation of the transactions contemplated by the Merger Agreement.

"Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Corporate Taxpayer Return" means the federal and/or state and/or local Tax Return, as applicable, of the Corporate Taxpayer filed with respect to Taxes of any Taxable Year.

"Cumulative Net Realized Tax Benefit" for a Taxable Year means the cumulative amount of Realized Tax Benefits for all Taxable Years of the Corporate Taxpayer, up to and including such Taxable Year, net of the cumulative amount of Realized Tax Detriments for the same period. The Realized Tax Benefit and Realized Tax Detriment for each Taxable Year shall be determined based on the most recent Tax Benefit Schedules or Amended Schedules, if any, in existence at the time of such determination.

"Default Rate" means the LIBOR plus 500 basis points.

"Determination" shall have the meaning ascribed to such term in Section 1313(a) of the Code or similar provision of state, foreign or local tax law, as applicable, or any other event (including the execution of IRS Form 870-AD) that finally and conclusively establishes the amount of any liability for Tax.

"Early Termination Date" means the date of an Early Termination Notice for purposes of determining the Early Termination Payment.

"Early Termination Rate" means the LIBOR plus 100 basis points.

"Exchange" is defined in the Recitals of this Agreement. For the avoidance of doubt, distribution of cash to the members of OpCo on or around the Closing Date (including the delivery of the Cash Consideration (as defined in the Merger Agreement) to the members of OpCo on the Closing Date), which will be treated for U.S. federal income tax purposes, in whole or in part, as a deemed sale of partnership interests in OpCo to the Corporate Taxpayer pursuant to Section 707(a) of the Code shall be treated as Exchanges.

"Exchange Date" means the date of any Exchange.

"Exchange Notice" shall have the meaning set forth in the LLC Agreement.

"Hypothetical Tax Liability" means, with respect to any Taxable Year, the liability for Taxes of (i) the Corporate Taxpayer and (ii) without duplication, OpCo, but only with respect to Taxes imposed on OpCo and allocable to the Corporate Taxpayer or to the other members of the consolidated group of which the Corporate Taxpayer is the parent, in each case using the same methods, elections, conventions and similar practices used on the relevant Corporate Taxpayer Return, but (a) using the Non-Stepped Up Tax Basis as reflected on the Exchange Basis Schedule including amendments thereto for the Taxable Year and (b) excluding any deduction attributable to Imputed Interest for the Taxable Year. For the avoidance of doubt, Hypothetical Tax Liability shall be determined without taking into account the carryover or carryback of any Tax item (or portions thereof) that is attributable to the Basis Adjustment or Imputed Interest, as applicable.

"Imputed Interest" in respect of a TRA Party shall mean any interest imputed under Section 1272, 1274 or 483 or other provision of the Code and any similar provision of state and local tax law with respect to the Corporate Taxpayer's payment obligations in respect of such TRA Party under this Agreement.

"IRS" means the United States Internal Revenue Service.

"LIBOR" means during any period, an interest rate per annum equal to the one-year LIBOR reported, on the date two calendar days prior to the first day of such period, on the Telerate Page 3750 (or if such screen shall cease to be publicly available, as reported on Reuters Screen page "LIBOR01" or by any other publicly available source of such market rate) for London interbank offered rates for United States dollar deposits for such period. Notwithstanding the foregoing sentence: (i) if the Corporate Taxpayer reasonably determines, in good faith consultation with the TRA Party Representative, on or prior to the relevant date of determination that the relevant London interbank offered rate for U.S. dollar deposits has been discontinued or such rate has ceased to be published permanently or indefinitely, then "LIBOR" for the relevant interest period shall be deemed to refer to a substitute or successor rate that the Corporate Taxpayer reasonably determines, in good faith consultation with the TRA Party Representative, after consulting an investment bank of national standing in the United States and other reasonable sources, to be (a) the industry-accepted successor rate to the relevant London interbank offered rate for U.S. dollar deposits or (b) if no such industry-accepted successor rate exists, the most comparable substitute or successor rate to the relevant London interbank offered rate for U.S. dollar deposits; and (ii) if the Corporate Taxpayer has determined a substitute or successor rate in accordance with the foregoing, the Corporate Taxpayer may reasonably determine, in good faith consultation with the TRA Party Representative, after consulting an investment bank of national standing in the United States and other reasonable sources, any relevant methodology for calculating such substitute or successor rate, including any adjustment factor it reasonably determines, in good faith consultation with the TRA Party, is needed to make such substitute or successor rate comparable to the relevant London interbank offered rate for U.S. dollar deposits, in a manner that is consistent with industry-accepted practices for such substitute or successor rate. In the event that the TRA Party Representative disagrees with any determination by the Corporate Taxpayer set forth in this paragraph, and such disagreement is not resolved within thirty (30) days of submission by the TRA Party Representative of notice of such disagreement to the Corporate Taxpayer, such disagreement shall be deemed a "Reconciliation Dispute," and shall be subject to the Reconciliation Procedures set forth in Section 7.9 hereof.

"LLC Agreement" means, with respect to OpCo, the Second Amended and Restated Limited Liability Company Agreement of OpCo, dated on or about the date hereof, as amended from time to time.

"Market Value" shall mean the closing price of the Class A Shares on the applicable Exchange Date on the national securities exchange or interdealer quotation system on which such Class A Shares are then traded or listed, as reported by the *Wall Street Journal*; provided, that if the closing price is not reported by the *Wall Street Journal* for the applicable Exchange Date, then the Market Value shall mean the closing price of the Class A Shares on the Business Day immediately preceding such Exchange Date on the national securities exchange or interdealer quotation system on which such Class A Shares are then traded or listed, as reported by the *Wall Street Journal*; provided, further, that if the Class A Shares are not then listed on a national securities exchange or interdealer quotation system, "Market Value" shall mean the cash consideration paid for Class A Shares, or the fair market value of the other property delivered for Class A Shares, as determined by the Board in good faith.

"Non-Stepped Up Tax Basis" means, with respect to any Reference Asset at any time, the Tax basis that such asset would have had at such time if no Basis Adjustments had been made.

"Merger Agreement" means that certain Agreement and Plan of Merger, dated as of January 21, 2019, by and among the Corporate Taxpayer (formerly known as Thunder Bridge Acquisition, Ltd.), TB Acquisition Merger Sub LLC, Hawk Parent Holdings LLC and, solely in its capacity as the Company Securityholder Representative, CC Payment Holdings, L.L.C.

"Payment Date" means any date on which a payment is required to be made pursuant to this Agreement.

"Permitted Investors" means investment funds managed by Corsair Capital LLC or any Affiliate thereof.

"Person" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity.

"Pre-Exchange Transfer" means any transfer (including upon the death of a Member) or distribution in respect of one or more Units (a) that occurs prior to an Exchange of such Units, and (b) to which Section 743(b) or 734(b) of the Code applies.

"Realized Tax Benefit" means, for a Taxable Year, the excess, if any, of the Hypothetical Tax Liability over the actual liability for Taxes of (a) the Corporate Taxpayer and (b) without duplication, OpCo, but only with respect to Taxes imposed on OpCo and allocable to the Corporate Taxpayer or to the other members of the consolidated group of which the Corporate Taxpayer is the parent for such Taxable Year. If all or a portion of the actual liability for such Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination.

"Realized Tax Detriment" means, for a Taxable Year, the excess, if any, of the actual liability over the Hypothetical Tax Liability for Taxes of (a) the Corporate Taxpayer and (b) without duplication, OpCo, but only with respect to Taxes imposed on OpCo and allocable to the Corporate Taxpayer or to the other members of the consolidated group of which the Corporate Taxpayer is the parent for such Taxable Year. If all or a portion of the actual liability for such Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Detriment unless and until there has been a Determination.

"Reference Asset" means an asset that is held by OpCo, or by any of its direct or indirect Subsidiaries treated as a partnership or disregarded entity (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded entities) for purposes of the applicable Tax, at the time of an Exchange. A Reference Asset also includes any asset that is "substituted basis property" under Section 7701(a)(42) of the Code with respect to a Reference Asset.

"Schedule" means any of the following: (a) an Exchange Basis Schedule, (b) a Tax Benefit Schedule, or (c) the Early Termination Schedule.

"Subsidiaries" means, with respect to any Person, as of any date of determination, any other Person as to which such Person, owns, directly or indirectly, or otherwise controls more than 50% of the voting power or other similar interests or the sole general partner interest or managing member or similar interest of such Person.

"Subsidiary Stock" means any stock or other equity interest in any subsidiary entity of OpCo that is treated as a corporation for United States federal income tax purposes.

"Tax Return" means any return, declaration, report or similar statement required to be filed with respect to Taxes (including any attached schedules), including any information return, claim for refund, amended return and declaration of estimated Tax.

"Taxable Year" means a taxable year of the Corporate Taxpayer as defined in Section 441(b) of the Code or comparable section of state or local tax law, as applicable (and, therefore, for the avoidance of doubt, may include a period of less than 12 months for which a Tax Return is made), ending on or after the Closing Date.

"Taxes" means any and all United States federal, state, local and foreign taxes, assessments or similar charges that are based on or measured with respect to net income or profits, and any interest related to such Tax.

"Taxing Authority" shall mean any domestic, federal, national, state, county or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental body exercising any taxing authority or any other authority exercising Tax regulatory authority.

"TRA Party Representative" means, initially, CC Payment Holdings, L.L.C., or, if CC Payment Holdings, L.L.C. becomes unable to perform the TRA Party Representative's responsibilities hereunder or resigns from such position, either (x) a replacement TRA Party Representative selected by CC Payment Holdings, L.L.C., or (y) if CC Payment Holdings, L.L.C. has not selected a substitute TRA Party Representative at or prior to the time of such inability or resignation, that TRA Party or committee of TRA Parties determined by a plurality vote of the TRA Parties ratably in accordance with their right to receive Early Termination Payments hereunder if all TRA Parties had fully Exchanged their Units for Class A Shares or other consideration and the Corporate Taxpayer had exercised its right of early termination on the date of the most recent Exchange.

"Treasury Regulations" means the final, temporary and proposed regulations under the Code promulgated from time to time (including corresponding provisions and succeeding provisions) as in effect for the relevant taxable period.

"Valuation Assumptions" shall mean, as of an Early Termination Date, the assumptions that in each Taxable Year ending on or after such Early Termination Date, (a) the Corporate Taxpayer will have taxable income sufficient to fully utilize (i) the deductions arising from the Basis Adjustments and the Imputed Interest during such Taxable Year or future Taxable Years (including, for the avoidance of doubt, Basis Adjustments and Imputed Interest that would result from future Tax Benefit Payments that would be paid in accordance with the Valuation Assumptions) in which such deductions would become available and (ii) any loss carryovers generated by deductions arising from Basis Adjustments or Imputed Interest that are available as of the date of such Early Termination Date, (b) the United States federal, state and local income tax rates that will be in effect for each such Taxable Year will be those specified for each such Taxable Year by the Code and other law as in effect on the Early Termination Date, except to the extent any change to such tax rates for such Taxable Year has already been enacted into law, (c) any non-amortizable assets (other than any Subsidiary Stock) will be disposed of on the fifteenth anniversary of the applicable Basis Adjustment and any short-term investments will be disposed of 12 months following the Early Termination Date; provided that, in the event of a Change of Control, such non-amortizable assets shall be deemed disposed of at the time of sale of the relevant asset (if earlier than such fifteenth anniversary), (d) any Subsidiary Stock will never be disposed of and (e) if, at the Early Termination Date, there are Units that have not been Exchanged, then each such Unit is Exchanged for the Market Value of the Class A Shares and the amount of cash that would be transferred if the Exchange occurred on the Early Termination Date.

Term	**Section**
Agreement	Recitals
Amended Schedule	Section 2.3
Class A Shares	Recitals
Code	Recitals
Corporate Taxpayer	Recitals
Dispute	Section 7.8(a)
Early Termination Effective Date	Section 4.2
Early Termination Notice	Section 4.2
Early Termination Schedule	Section 4.2
Early Termination Payment	Section 4.3(b)
Exchange Basis Schedule	Section 2.1
Expert	Section 7.9
Material Objection Notice	Section 4.2
Objection Notice	Section 2.3(a)
Reconciliation Dispute	Section 7.9
Reconciliation Procedures	Section 2.3(a)
Senior Obligations	Section 5.1
Tax Benefit Payment	Section 3.1(b)
Tax Benefit Schedule	Section 2.2
TRA Party	Recitals
Units	Recitals

ARTICLE II

DETERMINATION OF CERTAIN REALIZED TAX BENEFIT

Section 2.1 Basis Adjustment. Within ninety (90) calendar days after the filing of the United States federal income tax return of the Corporate Taxpayer for each Taxable Year in which an Exchange has been effected by any TRA Party, the Corporate Taxpayer shall deliver to each such TRA Party a schedule (the "Exchange Basis Schedule") that shows, in reasonable detail necessary to perform the calculations required by this Agreement, (a) the Non-Stepped Up Tax Basis of the Reference Assets in respect of such TRA Party as of each applicable Exchange Date, (b) the Basis Adjustment with respect to the Reference Assets in respect of such TRA Party as a result of the Exchanges effected in such Taxable Year by such TRA Party, calculated in the aggregate, (c) the period (or periods) over which the Reference Assets in respect of such TRA Party are amortizable and/or depreciable and (d) the period (or periods) over which each Basis Adjustment in respect of such TRA Party is amortizable and/or depreciable.

Section 2.2 Tax Benefit Schedule.

(a) Tax Benefit Schedule. Within ninety (90) calendar days after the filing of the United States federal income tax return of the Corporate Taxpayer for each Taxable Year in which there is a Realized Tax Benefit or Realized Tax Detriment in respect of any TRA Party, the Corporate Taxpayer shall provide to each such TRA Party a schedule showing, in reasonable detail, the calculation of the Tax Benefit Payment in respect of such TRA Party for such Taxable Year (a "Tax Benefit Schedule"). Each Tax Benefit Schedule will become final as provided in Section 2.3(a) and may be amended as provided in Section 2.3(b) (subject to the procedures set forth in Section 2.3(b)).

(b) Applicable Principles. Subject to Section 3.3(a), the Realized Tax Benefit or Realized Tax Detriment for each Taxable Year is intended to measure the decrease or increase in the actual liability for Taxes of the Corporate Taxpayer for such Taxable Year attributable to the Basis Adjustments and Imputed Interest, determined using a "with and without" methodology. For the avoidance of doubt, the actual liability for Taxes will take into account the deduction of the portion of the Tax Benefit Payment that must be accounted for as interest under the Code based upon the characterization of Tax Benefit Payments as additional consideration payable by the Corporate Taxpayer for the Units acquired in an Exchange. Carryovers or carrybacks of any Tax item attributable to the Basis Adjustments and Imputed Interest shall be considered to be subject to the rules of the Code and the Treasury Regulations or the appropriate provisions of U.S. state and local income and franchise tax law, as applicable, governing the use, limitation and expiration of carryovers or carrybacks of the relevant type. If a carryover or carryback of any Tax item includes a portion that is attributable to the Basis Adjustment or Imputed Interest and another portion that is not, such portions shall be considered to be used in accordance with the "with and without" methodology. The parties agree that (i) all Tax Benefit Payments attributable to the Basis Adjustments (other than amounts accounted for as interest under the Code) will be treated as subsequent upward purchase price adjustments that have the effect of creating additional Basis Adjustments to Reference Assets for the Corporate Taxpayer in the year of payment, and (ii) as a result, such additional Basis Adjustments will be incorporated into the current year calculation and into future year calculations, as appropriate.

Section 2.3 Procedures, Amendments.

(a) Procedure. Every time the Corporate Taxpayer delivers to a TRA Party an applicable Schedule under this Agreement, including any Amended Schedule delivered pursuant to Section 2.3(b), and any Early Termination Schedule or amended Early Termination Schedule, the Corporate Taxpayer shall also (x) deliver to such TRA Party supporting schedules, valuation reports, if any, and work papers, as determined by the Corporate Taxpayer or requested by such TRA Party, providing reasonable detail regarding the preparation of the Schedule and (y) allow such TRA Party reasonable access at no cost to the appropriate representatives at the Corporate Taxpayer, as determined by the Corporate Taxpayer or requested by such TRA Party, in connection with the review of such Schedule. Without limiting the generality of the preceding sentence, the Corporate Taxpayer shall ensure that each Tax Benefit Schedule delivered to a TRA Party, together with any supporting schedules and work papers, provides a reasonably detailed presentation of the calculation of the actual liability of the Corporate Taxpayer for Taxes, the Hypothetical Tax Liability in respect of such TRA Party, and identifies any material assumptions or operating procedures or principles that were used for purposes of such calculations. An applicable Schedule or amendment thereto shall become final and binding on all parties thirty (30) calendar days from the date on which all relevant TRA Parties are treated as having received the applicable Schedule or amendment thereto under Section 7.1 unless the TRA Party Representative (i) within thirty (30) calendar days from such date provides the Corporate Taxpayer with notice of an objection to such Schedule ("Objection Notice") or (ii) provides a written waiver of such right of any Objection Notice within the period described in clause (i) above, in which case such Schedule or amendment thereto shall become binding on the date such waiver is received by the Corporate Taxpayer. If the Corporate Taxpayer and the TRA Party Representative, for any reason, are unable to successfully resolve the issues raised in the Objection Notice within thirty (30) calendar days after receipt by the Corporate Taxpayer of an Objection Notice, the Corporate Taxpayer and the TRA Party Representative shall employ the reconciliation procedures as described in Section 7.9 of this Agreement (the "Reconciliation Procedures").

(b) Amended Schedule. The applicable Schedule for any Taxable Year may be amended from time to time by the Corporate Taxpayer (i) in connection with a Determination affecting such Schedule, (ii) to correct inaccuracies in the Schedule identified as a result of the receipt of additional factual information relating to a Taxable Year after the date the Schedule was provided to a TRA Party, (iii) to comply with the Expert's determination under the Reconciliation Procedures, (iv) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to a carryback or carryforward of a loss or other Tax item to such Taxable Year, (v) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to an amended Tax Return filed for such Taxable Year, or (vi) to adjust an applicable Exchange Basis Schedule to take into account payments made pursuant to this Agreement (any such Schedule, an "Amended Schedule"). The Corporate Taxpayer shall provide an Amended Schedule to each TRA Party within thirty (30) calendar days of the occurrence of an event referenced in clauses (i) through (vi) of the preceding sentence.

ARTICLE III

TAX BENEFIT PAYMENTS

Section 3.1 Payments.

(a) Payments. Within five (5) calendar days after a Tax Benefit Schedule delivered to a TRA Party becomes final in accordance with Section 2.3(a), the Corporate Taxpayer shall pay such TRA Party for such Taxable Year the Tax Benefit Payment determined pursuant to Section 3.1(b). Each such Tax Benefit Payment shall be made by wire transfer of immediately available funds to the bank account previously designated by such TRA Party to the Corporate Taxpayer or as otherwise agreed by the Corporate Taxpayer and such TRA Party. For the avoidance of doubt, no Tax Benefit Payment shall be made in respect of estimated tax payments, including federal estimated income tax payments. Notwithstanding anything herein to the contrary, at the election of a TRA Party specified in the Exchange Notice for the applicable Exchange, the aggregate Tax Benefit Payments in respect of such Exchange (other than amounts accounted for as interest under the Code) shall not exceed, as specified by a TRA Party, 50% of the fair market value of the Class A Shares received on such Exchange.

(b) A "Tax Benefit Payment" in respect of a TRA Party for a Taxable Year means an amount, not less than zero, equal to the sum of the portion of the Net Tax Benefit that is allocable to such TRA Party and the Interest Amount with respect thereto. For the avoidance of doubt, for Tax purposes, the Interest Amount shall not be treated as interest but instead shall be treated as additional consideration for the acquisition of Units in Exchanges, unless otherwise required by law. Subject to Section 3.3(a), the "Net Tax Benefit" for a Taxable Year shall be an amount equal to the excess, if any, of the Cumulative Net Realized Tax Benefit as of the end of such Taxable Year, over the total amount of payments previously made under this Section 3.1 (excluding payments attributable to Interest Amounts); provided that, for the avoidance of doubt, no such recipient shall be required to return any portion of any previously made Tax Benefit Payment. The "Interest Amount" shall equal the interest on the Net Tax Benefit calculated at the Agreed Rate from the due date (without extensions) for filing the Corporate Taxpayer Return with respect to Taxes for such Taxable Year until the payment date under Section 3.1(a). The Net Tax Benefit and the Interest Amount shall be determined separately with respect to each Exchange, on a Unit by Unit basis by reference to the resulting Basis Adjustment to the Corporate Taxpayer. Notwithstanding the foregoing, for each Taxable Year ending on or after the date of a Change of Control that occurs after the Closing Date, all Tax Benefit Payments, whether paid with respect to the Units that were Exchanged (i) prior to the date of such Change of Control or (ii) on or after the date of such Change of Control, shall be calculated by utilizing Valuation Assumptions (a), (c) and (d), substituting in each case the terms "the closing date of a Change of Control" for an "Early Termination Date."

Section 3.2 No Duplicative Payments. It is intended that the provisions of this Agreement will not result in duplicative payment of any amount (including interest) required under this Agreement. The provisions of this Agreement shall be construed in the appropriate manner to ensure such intentions are realized.

Section 3.3 Pro Rata Payments; Coordination of Benefits With Other Tax Receivable Agreements.

(a) Notwithstanding anything in Section 3.1 to the contrary, to the extent that the aggregate Tax benefit of the Corporate Taxpayer with respect to the Basis Adjustments or Imputed Interest, as such terms are defined in this Agreement, is limited in a particular Taxable Year because the Corporate Taxpayer does not have sufficient taxable income, the Net Tax Benefit for the Corporate Taxpayer shall be allocated among all TRA Parties eligible for payments under this Agreement in proportion to the respective amounts of Net Tax Benefit that would have been allocated to each such TRA Party if the Corporate Taxpayer had sufficient taxable income so that there were no such limitation.

(b) If for any reason (including as contemplated by Section 3.3(a)) the Corporate Taxpayer does not fully satisfy its payment obligations to make all Tax Benefit Payments due under this Agreement in respect of a particular Taxable Year, then the Corporate Taxpayer and the TRA Parties agree that no Tax Benefit Payment shall be made in respect of any subsequent Taxable Year until all Tax Benefit Payments in respect of prior Taxable Years have been made in full.

(c) Any Tax Benefit Payment or Early Termination Payment required to be made by the Corporate Taxpayer to the TRA Parties under this Agreement shall rank senior in right of payment to any principal, interest or other amounts due and payable in respect of any similar agreement ("Other Tax Receivable Obligations"). The effect of any other similar agreement shall not be taken into account in respect of any calculations made hereunder.

ARTICLE IV

TERMINATION

Section 4.1 Early Termination and Breach of Agreement.

(a) The Corporate Taxpayer may terminate this Agreement with respect to all amounts payable to the TRA Parties and with respect to all of the Units held by the TRA Parties at any time by paying to each TRA Party the Early Termination Payment in respect of such TRA Party; provided, however, that this Agreement shall only terminate upon the receipt of the Early Termination Payment by all TRA Parties; provided further that the Corporate Taxpayer may withdraw any notice to execute its termination rights under this Section 4.1(a) prior to the time at which any Early Termination Payment has been paid. Upon payment of the Early Termination Payment by the Corporate Taxpayer, none of the TRA Parties or the Corporate Taxpayer shall have any further payment obligations under this Agreement, other than for any (i) Tax Benefit Payment due and payable that remains outstanding as of the date the Early Termination Notice is delivered and (ii) Tax Benefit Payment due for the Taxable Year ending with or including the date of the Early Termination Notice (except to the extent that the amount described in clause (ii) is included in the Early Termination Payment). If an Exchange occurs after the Corporate Taxpayer makes all of the required Early Termination Payments, the Corporate Taxpayer shall have no obligations under this Agreement with respect to such Exchange.

(b) In the event that the Corporate Taxpayer (1) breaches any of its material obligations under this Agreement, whether as a result of failure to make any payment when due, failure to honor any other material obligation required hereunder or (2)(A) the Corporate Taxpayer commences any case, proceeding or other action (i) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts or (ii) seeking an appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or it shall make a general assignment for the benefit of creditors or (B) there shall be commenced against the Corporate Taxpayer any case, proceeding or other action of the nature referred to in clause (A) above that remains undismissed or undischarged for a period of sixty (60) days, all obligations hereunder shall be accelerated and such obligations shall be calculated as if an Early Termination Notice had been delivered on the date of such breach and shall include, but not be limited to, (i) the Early Termination Payments calculated as if an Early Termination Notice had been delivered on the date of a breach, (ii) any Tax Benefit Payment in respect of a TRA Party agreed to by the Corporate Taxpayer and such TRA Party as due and payable but unpaid as of the date of a breach, and (iii) any Tax Benefit Payment in respect of any TRA Party due for the Taxable Year ending with or including the date of a breach; provided, that procedures similar to the procedures of Section 4.2 shall apply with respect to the determination of the amount payable by the Corporate Taxpayer pursuant to this sentence. Notwithstanding the foregoing, in the event that the Corporate Taxpayer breaches this Agreement, each TRA Party shall be entitled to elect to receive the amounts set forth in clauses (i), (ii) and (iii) above or to seek specific performance of the terms hereof. The parties agree that the failure to make any payment due pursuant to this Agreement within three months of the date such payment is due shall be deemed to be a breach of a material obligation under this Agreement for all purposes of this Agreement, and that it will not be considered to be a breach of a material obligation under this Agreement to make a payment due pursuant to this Agreement within three months of the date such payment is due. Notwithstanding anything in this Agreement to the contrary, it shall not be a breach of this Agreement if the Corporate Taxpayer fails to make any Tax Benefit Payment when due to the extent that the Corporate Taxpayer has insufficient funds to make such payment in the Corporate Taxpayer's sole judgment exercised in good faith; provided that the interest provisions of Section 5.2 shall apply to such late payment.

(c) In the event of a Change of Control, then all obligations hereunder with respect to any Exchanges occurring prior to such Change of Control shall be accelerated and such obligations shall be calculated as if an Early Termination Notice had been delivered on the date of such Change of Control and shall include (1) the Early Termination Payments calculated with respect to such prior Exchanges as if the Early Termination Date is the date of such Change of Control, (2) any Tax Benefit Payment due and payable and that remains unpaid as of the date of such Change of Control, and (3) any Tax Benefit Payment in respect of any TRA Party due for the Taxable Year ending with or including the date of such Change of Control. In the event of a Change of Control, any Early Termination Payment described in the preceding sentence shall be calculated utilizing Valuation Assumptions (1), (2), (3) and (4), substituting in each case the terms "date of a Change of Control" for an "Early Termination Date." Any Exchanges with respect to which a payment has been made under this Section 4.1(c) shall be excluded in calculating any future Tax Benefit Payments, or Early Termination Payments, and this Agreement shall have no further application to such Exchanges.

Section 4.2 Early Termination Notice. If the Corporate Taxpayer chooses to exercise its right of early termination under Section 4.1 above, the Corporate Taxpayer shall deliver to each TRA Party a notice ("Early Termination Notice") and a schedule (the "Early Termination Schedule") specifying the Corporate Taxpayer's intention to exercise such right and showing in reasonable detail the calculation of the Early Termination Payment(s) due for each TRA Party. Each Early Termination Schedule shall become final and binding on all parties thirty (30) calendar days from the first date on which all TRA Parties are treated as having received such Schedule or amendment thereto under Section 7.1 unless, prior to such thirtieth calendar day, the TRA Party Representative (a) provides the Corporate Taxpayer with notice of a material objection to such Schedule made in good faith ("Material Objection Notice") or (b) provides a written waiver of such right of a Material Objection Notice, in which case such Schedule will become binding on the date the waiver is received by the Corporate Taxpayer (the "Early Termination Effective Date"). If the Corporate Taxpayer and the TRA Party Representative, for any reason, are unable to successfully resolve the issues raised in such notice within thirty (30) calendar days after receipt by the Corporate Taxpayer of the Material Objection Notice, the Corporate Taxpayer and the TRA Party Representative shall employ the Reconciliation Procedures in which case such Schedule shall become binding ten (10) calendar days after the conclusion of the Reconciliation Procedures.

Section 4.3 Payment upon Early Termination.

(a) Within three (3) calendar days after the Early Termination Effective Date, the Corporate Taxpayer shall pay to each TRA Party an amount equal to the Early Termination Payment in respect of such TRA Party. Such payment shall be made by wire transfer of immediately available funds to a bank account or accounts designated by each TRA Party or as otherwise agreed by the Corporate Taxpayer and such TRA Party.

(b) "Early Termination Payment" in respect of a TRA Party shall equal the present value, discounted at the Early Termination Rate as of the applicable Early Termination Effective Date, of all Tax Benefit Payments in respect of such TRA Party that would be required to be paid by the Corporate Taxpayer beginning from the Early Termination Date and assuming that (i) the Valuation Assumptions in respect of such TRA Party are applied (ii) for each Taxable Year, the Tax Benefit Payment is paid ninety-five (95) calendar days after the due date, assuming an extension, of the U.S. federal income tax return of the Corporate Taxpayer and (iii) for purposes of calculating the Early Termination Rate, LIBOR shall be LIBOR as of the date of the Early Termination Notice.

Section 4.4 Scheduled Termination. No Tax Benefit Payment shall accrue, or shall become due or payable with respect to any Exchange, after the 40th anniversary (the "Scheduled Termination Date") of the effective date of such Exchange. For avoidance of doubt, this Agreement shall continue to be in effect in periods after the Scheduled Termination Date with respect to Tax Benefit Payments that arise on or before such date, or any adjustment thereto, and shall terminate upon such time as all Tax Benefit Payments due and payable hereunder have been paid and the Determinations have been made with respect to all such payments.

ARTICLE V

SUBORDINATION AND LATE PAYMENTS

Section 5.1 Subordination. Notwithstanding any other provision of this Agreement to the contrary, any Tax Benefit Payment or Early Termination Payment required to be made by the Corporate Taxpayer to the TRA Parties under this Agreement shall rank subordinate and junior in right of payment to any principal, interest or other amounts due and payable in respect of any obligations in respect of indebtedness for borrowed money of the Corporate Taxpayer and its Subsidiaries ("Senior Obligations"), shall rank senior in right of payment to any principal, interest or other amounts due and payable in respect of any Other Tax Receivable Obligation, and shall rank *pari passu* with all current or future unsecured obligations of the Corporate Taxpayer that are not Senior Obligations or Other Tax Receivable Obligations. To the extent that any payment under this Agreement is not permitted to be made at the time payment is due as a result of this Section 5.1 and the terms of agreements governing Senior Obligations, such payment obligation nevertheless shall accrue for the benefit of TRA Parties and the Corporate Taxpayer shall make such payments at the first opportunity that such payments are permitted to be made in accordance with the terms of the Senior Obligations.

Section 5.2 Late Payments by the Corporate Taxpayer. The amount of all or any portion of any Tax Benefit Payment or Early Termination Payment not made to the TRA Parties when due under the terms of this Agreement shall be payable together with any interest thereon, computed at the Default Rate and commencing from the date on which such Tax Benefit Payment or Early Termination Payment was due and payable.

ARTICLE VI

NO DISPUTES; CONSISTENCY; COOPERATION

Section 6.1 Participation in the Corporate Taxpayer's and OpCo's Tax Matters. Except as otherwise provided herein, the Corporate Taxpayer shall have full responsibility for, and sole discretion over, all Tax matters concerning the Corporate Taxpayer and OpCo, including the preparation, filing or amending of any Tax Return and defending, contesting or settling any issue pertaining to Taxes. Notwithstanding the foregoing, the Corporate Taxpayer shall notify the TRA Party Representative of, and keep the TRA Party Representative reasonably informed with respect to, the portion of any audit of the Corporate Taxpayer and OpCo by a Taxing Authority the outcome of which is reasonably expected to affect the rights and obligations of a TRA Party under this Agreement, and shall provide to the TRA Party Representative reasonable opportunity to provide information and other input to the Corporate Taxpayer, OpCo and their respective advisors concerning the conduct of any such portion of such audit; provided, however, that the Corporate Taxpayer and OpCo shall not be required to take any action that is inconsistent with any provision of the LLC Agreement.

Section 6.2 Consistency. The Corporate Taxpayer and the TRA Parties agree to report and cause to be reported for all purposes, including federal, state and local Tax purposes and financial reporting purposes, all Tax-related items (including the Basis Adjustments and each Tax Benefit Payment) in a manner consistent with that specified by the Corporate Taxpayer in any Schedule required to be provided by or on behalf of the Corporate Taxpayer under this Agreement unless otherwise required by law.

Section 6.3 Cooperation. Each of the TRA Parties shall (a) furnish to the Corporate Taxpayer in a timely manner such information, documents and other materials as the Corporate Taxpayer may reasonably request for purposes of making any determination or computation necessary or appropriate under this Agreement, preparing any Tax Return or contesting or defending any audit, examination or controversy with any Taxing Authority, (b) make itself available to the Corporate Taxpayer and its representatives to provide explanations of documents and materials and such other information as the Corporate Taxpayer or its representatives may reasonably request in connection with any of the matters described in clause (a) above, and (c) reasonably cooperate in connection with any such matter, and the Corporate Taxpayer shall reimburse each such TRA Party for any reasonable third-party costs and expenses incurred pursuant to this Section.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given and received (a) on the date of delivery if delivered personally, or by facsimile or email with confirmation of transmission by the transmitting equipment or (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to the Corporate Taxpayer, to:

Repay Holdings Corporation
3 West Paces Ferry Road, Suite 200
Atlanta, Georgia 30305

Attention: John A. Morris, CEO
Telephone: (404) 504-7474
Email: jmorris@repayonline.com

with a copy (which shall not constitute notice to the Corporate Taxpayer) to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017

Attention: Maripat Alpuche
Telephone: (212) 455-3971
Email: malpuche@stblaw.com

If to the TRA Parties, to:

[●]

The address, fax number and email address set forth in the records of OpCo.

Any party may change its address, fax number or email by giving the other party written notice of its new address, fax number or email in the manner set forth above.

Section 7.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 7.3 Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, without regard to the conflicts of laws principles thereof that would mandate the application of the laws of another jurisdiction.

Section 7.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 7.6 Successors; Assignment; Amendments; Waivers.

(a) Each TRA Party may assign any of its rights under this Agreement to any Person as long as such transferee has executed and delivered, or, in connection with such transfer, executes and delivers, a joinder to this Agreement, in form and substance reasonably satisfactory to the Corporate Taxpayer, agreeing to become a TRA Party for all purposes of this Agreement, except as otherwise provided in such joinder.

(b) No provision of this Agreement may be amended unless such amendment is approved in writing by the Corporate Taxpayer and by the TRA Party Representative and no provision of this Agreement may be waived unless such waiver is in writing and signed by the party against whom the waiver is to be effective (or, in the case of a waiver by all TRA Parties, signed by the TRA Party Representative); provided that no such amendment or waiver shall be effective if such amendment or waiver will have a disproportionate and adverse effect on the payments certain TRA Parties will or may receive under this Agreement unless such amendment or waiver is consented in writing by the TRA Parties disproportionately and adversely affected who would be entitled to receive at least majority of the total amount of the Early Termination Payments payable to all TRA Parties disproportionately and adversely affected hereunder if the Corporate Taxpayer had exercised its right of early termination on the date of the most recent Exchange prior to such amendment or waiver (excluding, for purposes of this sentence, all payments made to any TRA Party pursuant to this Agreement since the date of such most recent Exchange).

(c) All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives. The Corporate Taxpayer shall require and cause any direct or indirect successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Corporate Taxpayer, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporate Taxpayer would be required to perform if no such succession had taken place.

Section 7.7 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 7.8 Resolution of Disputes.

(a) Any and all disputes which are not governed by Section 7.9 and cannot be settled amicably, including any ancillary claims of any party, arising out of, relating to or in connection with the validity, negotiation, execution, interpretation, performance or nonperformance of this Agreement (including the validity, scope and enforceability of this arbitration provision) (each a "Dispute") shall be finally settled by arbitration conducted by a single arbitrator in New York in accordance with the then-existing Rules of the American Arbitration Association. If the parties to the Dispute fail to agree on the selection of an arbitrator within ten (10) calendar days of the receipt of the request for arbitration, the American Arbitration Association shall make the appointment. The arbitrator shall be a lawyer admitted to the practice of law in the State of New York and shall conduct the proceedings in the English language. Performance under this Agreement shall continue if reasonably possible during any arbitration proceedings.

(b) Notwithstanding the provisions of paragraph (a) of this Section 7.8, any party hereto may bring an action or special proceeding in any court of competent jurisdiction for the purpose of compelling a party to arbitrate, seeking temporary or preliminary relief in aid of an arbitration hereunder, and/or enforcing an arbitration award and, for the purposes of this paragraph (b), each party hereto (i) expressly consents to the application of paragraph (c) of this Section 7.8 to any such action or proceeding and (ii) agrees that proof shall not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate.

(c) (i) EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF COURTS LOCATED IN NEW YORK, NEW YORK FOR THE PURPOSE OF ANY JUDICIAL PROCEEDING BROUGHT IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION 7.8, OR ANY JUDICIAL PROCEEDING ANCILLARY TO AN ARBITRATION OR CONTEMPLATED ARBITRATION ARISING OUT OF OR RELATING TO OR CONCERNING THIS AGREEMENT. Such ancillary judicial proceedings include any suit, action or proceeding to compel arbitration, to obtain temporary or preliminary judicial relief in aid of arbitration, or to confirm an arbitration award. The parties acknowledge that the fora designated by this paragraph (c) have a reasonable relation to this Agreement, and to the parties' relationship with one another.

(ii) The parties hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter may have to personal jurisdiction or to the laying of venue of any such ancillary suit, action or proceeding brought in any court referred to in the preceding paragraph of this Section 7.8 and such parties agree not to plead or claim the same.

Section 7.9 Reconciliation. In the event that the Corporate Taxpayer and the TRA Party Representative are unable to resolve a disagreement with respect to the matters (x) governed by Sections 2.3 and 4.2 or (y) described in the definition of "LIBOR" within the relevant period designated in this Agreement ("Reconciliation Dispute"), the Reconciliation Dispute shall be submitted for determination to a nationally recognized expert (the "Expert") in the particular area of disagreement mutually acceptable to both parties. The Expert shall be a partner or principal in a nationally recognized accounting or law firm, and unless the Corporate Taxpayer and the TRA Party Representative agree otherwise, the Expert shall not, and the firm that employs the Expert shall not, have any material relationship with the Corporate Taxpayer or the TRA Party Representative or other actual or potential conflict of interest. If the Corporate Taxpayer and the TRA Party Representative are unable to agree on an Expert within fifteen (15) calendar days of receipt by the respondent(s) of written notice of a Reconciliation Dispute, the Expert shall be appointed by the International Chamber of Commerce Centre for Expertise. The Expert shall resolve any matter relating to the Exchange Basis Schedule or an amendment thereto or the Early Termination Schedule or an amendment thereto within thirty (30) calendar days and shall resolve any matter relating to a Tax Benefit Schedule or an amendment thereto within fifteen (15) calendar days or as soon thereafter as is reasonably practicable, in each case after the matter has been submitted to the Expert for resolution. Notwithstanding the preceding sentence, if the matter is not resolved before any payment that is the subject of a disagreement would be due (in the absence of such disagreement) or any Tax Return reflecting the subject of a disagreement is due, the undisputed amount shall be paid on the date prescribed by this Agreement and such Tax Return may be filed as prepared by the Corporate Taxpayer, subject to adjustment or amendment upon resolution. The costs and expenses relating to the engagement of such Expert or amending any Tax Return shall be borne by the Corporate Taxpayer except as provided in the next sentence. The Corporate Taxpayer and the TRA Party Representative shall bear their own costs and expenses of such proceeding, unless (i) the Expert adopts the TRA Party Representative's position, in which case the Corporate Taxpayer shall reimburse the TRA Party Representative for any reasonable out-of-pocket costs and expenses in such proceeding, or (ii) the Expert adopts the Corporate Taxpayer's position, in which case the TRA Party Representative shall reimburse the Corporate Taxpayer for any reasonable out-of-pocket costs and expenses in such proceeding. Any dispute as to whether a dispute is a Reconciliation Dispute within the meaning of this Section 7.9 shall be decided by the Expert. The Expert shall finally determine any Reconciliation Dispute and the determinations of the Expert pursuant to this Section 7.9 shall be binding on the Corporate Taxpayer and each of the TRA Parties and may be entered and enforced in any court having jurisdiction.

Section 7.10 Withholding. The Corporate Taxpayer shall be entitled to deduct and withhold from any payment payable pursuant to this Agreement such amounts as the Corporate Taxpayer is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign tax law. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority by the Corporate Taxpayer, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such withholding was made. Each TRA Party shall promptly provide the Corporate Taxpayer with any applicable tax forms and certifications reasonably requested by the Corporate Taxpayer in connection with determining whether any such deductions and withholdings are required under the Code or any provision of state, local or foreign tax law.

Section 7.11 Admission of the Corporate Taxpayer into a Consolidated Group; Transfers of Corporate Assets.

(a) If the Corporate Taxpayer is or becomes a member of an affiliated or consolidated group of corporations that files a consolidated income tax return pursuant to Sections 1501 et seq. of the Code or any corresponding provisions of state or local law, then: (i) the provisions of this Agreement shall be applied with respect to the group as a whole; and (ii) Tax Benefit Payments, Early Termination Payments and other applicable items hereunder shall be computed with reference to the consolidated taxable income of the group as a whole.

(b) If any entity that is obligated to make a Tax Benefit Payment or Early Termination Payment hereunder transfers one or more assets to a corporation (or a Person classified as a corporation for United States federal income tax purposes) with which such entity does not file a consolidated tax return pursuant to Section 1501 of the Code, such entity, for purposes of calculating the amount of any Tax Benefit Payment or Early Termination Payment (e.g., calculating the gross income of the entity and determining the Realized Tax Benefit of such entity) due hereunder, shall be treated as having disposed of such asset in a fully taxable transaction on the date of such transfer. The consideration deemed to be received by such entity shall be equal to the gross fair market value of the transferred asset. For purposes of this Section 7.11(b), a transfer of a partnership interest shall be treated as a transfer of the transferring partner's share of each of the assets and liabilities of that partnership allocated to such partner. If any member of a group described in Section 7.11(a) that is obligated to make a Tax Benefit Payment or Early Termination Payment hereunder deconsolidates from the group (or the Corporate Taxpayer deconsolidated from the group), then the Corporate Taxpayer shall cause such member (or the parent of the consolidated group in a case where the Corporate Taxpayer deconsolidates from the group) to assume the obligation to make Tax Benefit Payments in a manner consistent with the terms of its Agreement as the member actually realizes such Tax Benefits. If a member of a group described in Section 7.11(a) assumes an obligation to make Tax Benefit Payments hereunder, then the initial obligor is relieved of the obligation assumed

Section 7.12 Confidentiality.

(a) Each TRA Party and each of their assignees acknowledges and agrees that the information of the Corporate Taxpayer is confidential and, except in the course of performing any duties as necessary for the Corporate Taxpayer and its Affiliates, as required by law or legal process or to enforce the terms of this Agreement, such person shall keep and retain in confidence in accordance with this Agreement, and not disclose to any Person, any confidential matters acquired pursuant to this Agreement of the Corporate Taxpayer and its Affiliates and successors, concerning OpCo and its Affiliates and successors or the Members, learned by the TRA Party heretofore or hereafter. This Section 7.12 shall not apply to (i) any information that has been made publicly available by the Corporate Taxpayer or any of its Affiliates, becomes public knowledge (except as a result of an act of the TRA Party in violation of this Agreement) or is generally known to the business community, (ii) the disclosure of information to the extent necessary for the TRA Party to assert its rights hereunder or defend itself in connection with any action or proceeding arising out of, or relating to, this Agreement, (iii) any information that was in the possession of, or becomes available to, the TRA Party from a source other than the Corporate Taxpayer, its Affiliates or its or their respective representatives (provided that such source is not known by the TRA Party to be bound by a legal, contractual or fiduciary confidentiality obligation not to disclose such information) and (iv) the disclosure of information to the extent necessary for the TRA Party to prepare and file its Tax Returns, to respond to any inquiries regarding the same from any governmental or taxing authority or to prosecute or defend any action, proceeding or audit by any governmental or taxing authority with respect to such returns. Notwithstanding anything to the contrary herein, each TRA Party and each of their assignees (and each employee, representative or other agent of the TRA Party or its assignees, as applicable) may disclose to any and all Persons the tax treatment and tax structure of the Corporate Taxpayer, OpCo and their Affiliates, and any of their transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the TRA Party relating to such tax treatment and tax structure.

(b) If a TRA Party or an assignee commits a breach, or threatens to commit a breach, of any of the provisions of this Section 7.12, the Corporate Taxpayer shall have the right and remedy to seek to have the provisions of this Section 7.12 specifically enforced by injunctive relief or otherwise by any court of competent jurisdiction without the need to post any bond or other security. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

Section 7.13 Change in Law. Notwithstanding anything herein to the contrary, if, in connection with an actual or proposed change in law, a TRA Party reasonably believes that the existence of this Agreement could cause income (other than income arising from receipt of a payment under this Agreement) recognized by the TRA Party upon any Exchange by such TRA Party to be treated as ordinary income rather than capital gain (or otherwise taxed at ordinary income rates) for United States federal income tax purposes or would have other material adverse tax consequences to such TRA Party, then at the election of such TRA Party and to the extent specified by such TRA Party, this Agreement (i) shall cease to have further effect with respect to such TRA Party, (ii) shall not apply to an Exchange by such TRA Party occurring after a date specified by such TRA Party, or (iii) shall otherwise be amended in a manner determined by such TRA Party; provided that such amendment shall not result in an increase in payments under this Agreement at any time as compared to the amounts and times of payments that would have been due in the absence of such amendment.

Section 7.14 LLC Agreement. This Agreement shall be treated as part of the partnership agreement of OpCo as described in Section 761(c) of the Code and Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c) of the Treasury Regulations.

Section 7.15 Independent Nature of TRA Parties' Rights and Obligations. The obligations of each TRA Party hereunder are several and not joint with the obligations of any other TRA Party, and no TRA Party shall be responsible in any way for the performance of the obligations of any other TRA Party hereunder. The decision of each TRA Party to enter into this Agreement has been made by such TRA Party independently of any other TRA Party. Nothing contained herein, and no action taken by any TRA Party pursuant hereto, shall be deemed to constitute the TRA Parties as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the TRA Parties are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated hereby and the Corporate Taxpayer acknowledges that the TRA Parties are not acting in concert or as a group, and the Corporate Taxpayer will not assert any such claim, with respect to such obligations or the transactions contemplated hereby.

Section 7.16 TRA Party Representative.

(a) Without further action of any of the Corporate Taxpayer, the TRA Party Representative or any TRA Party, and as partial consideration in respect of the benefits conferred by this Agreement, the TRA Party Representative is hereby irrevocably constituted and appointed as the TRA Party Representative, with full power of substitution, to take any and all actions and make any decisions required or permitted to be taken by the TRA Party Representative under this Agreement.

(b) If at any time the TRA Party Representative shall incur out of pocket expenses in connection with the exercise of its duties hereunder, upon written notice to the Corporate Taxpayer from the TRA Party Representative of documented costs and expenses (including fees and disbursements of counsel and accountants) incurred by the TRA Party Representative in connection with the performance of its rights or obligations under this Agreement and the taking of any and all actions in connection therewith, the Corporate Taxpayer shall reduce the future payments (if any) due to the TRA Parties hereunder pro rata by the amount of such expenses which it shall instead remit directly to the TRA Party Representative. In connection with the performance of its rights and obligations under this Agreement and the taking of any and all actions in connection therewith, the TRA Party Representative shall not be required to expend any of its own funds (though, for the avoidance of doubt but without limiting the provisions of this Section 7.16(b), it may do so at any time and from time to time in its sole discretion).

(c) The TRA Party Representative shall not be liable to any TRA Party for any act of the TRA Party Representative arising out of or in connection with the acceptance or administration of its duties under this Agreement, except to the extent any liability, loss, damage, penalty, fine, cost or expense is actually incurred by such TRA Party as a proximate result of the bad faith or willful misconduct of the TRA Party Representative (it being understood that any act done or omitted pursuant to the advice of legal counsel shall be conclusive evidence of such good faith judgment). The TRA Party Representative shall not be liable for, and shall be indemnified by the TRA Parties (on a several but not joint basis) for, any liability, loss, damage, penalty or fine incurred by the TRA Party Representative (and any cost or expense incurred by the TRA Party Representative in connection therewith and herewith and not previously reimbursed pursuant to subsection (b) above) arising out of or in connection with the acceptance or administration of its duties under this Agreement, and such liability, loss, damage, penalty, fine, cost or expense shall be treated as an expense subject to reimbursement pursuant to the provisions of subsection (b) above, except to the extent that any such liability, loss, damage, penalty, fine, cost or expense is the proximate result of the bad faith or willful misconduct of the TRA Party Representative (it being understood that any act done or omitted pursuant to the advice of legal counsel shall be conclusive evidence of such good faith judgment); provided, however, in no event shall any TRA Party be obligated to indemnify the TRA Party Representative hereunder for any liability, loss, damage, penalty, fine, cost or expense to the extent (and only to the extent) that the aggregate amount of all liabilities, losses, damages, penalties, fines, costs and expenses indemnified by such TRA Party hereunder is or would be in excess of the aggregate payments under this Agreement actually remitted to such TRA Party.

(d) Subject to Section 7.6(b), a decision, act, consent or instruction of the TRA Party Representative shall constitute a decision of all TRA Parties and shall be final, binding and conclusive upon each TRA Party, and the Corporate Taxpayer may rely upon any decision, act, consent or instruction of the TRA Party Representative as being the decision, act, consent or instruction of each TRA Party. The Corporate Taxpayer is hereby relieved from any liability to any person for any acts done by the Corporate Taxpayer in accordance with any such decision, act, consent or instruction of the TRA Party Representative.

[*The remainder of this page is intentionally blank*]

IN WITNESS WHEREOF, the Corporate Taxpayer, the TRA Party Representative and each TRA Party have duly executed this Agreement as of the date first written above.

REPAY HOLDINGS CORPORATION

By: _____
Name:
Title:

CC PAYMENT HOLDINGS, L.L.C.

By: _____
Name: _____
Title: _____

TRA PARTIES

Name:

Name:

Name:

Name:

Name:

Exhibit 10.3

PARENT SPONSOR DIRECTOR SUPPORT AGREEMENT

This Parent Sponsor Director Support Agreement (this "Agreement") is being executed and delivered as of January 21, 2019, by the individual named on the signature page hereto (the "Restricted Party"), in favor of, and for the benefit of Thunder Bridge Acquisition Ltd., a Cayman Islands exempted company (together with its successors, including the resulting Delaware corporation after the consummation of the Domestication (as defined below), "Parent"), Hawk Parent Holdings LLC, a Delaware limited liability company (together with its successors, including the surviving limited liability company in the Merger (as defined below), the "Company"), and each of Parent's and the Company's present and future successors and direct and indirect Subsidiaries (collectively with Parent and the Company, the "Covered Parties;" provided, however, any Subsidiary of Parent or the Company shall be deemed a Covered Party solely during the period for which such Person is a Subsidiary of Parent or the Company). Each capitalized term used and not otherwise defined herein has the meaning ascribed to such term in the Merger Agreement (as defined below).

Recitals

WHEREAS**,** pursuant to and subject to the terms and conditions of that certain Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), by and among Parent, TB Acquisition Merger Sub LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent ("Merger Sub"), the Company, and, solely in its capacity as the Company Securityholder Representative thereunder, CC Payment Holdings, L.L.C., a Delaware limited liability company (the "Company Securityholder Representative"), among other matters, (i) Parent will domesticate as a Delaware corporation in accordance with the applicable provisions of the Companies Law (2018 Revision) of the Cayman Islands and the General Corporation Law of the State of Delaware, and (ii) Merger Sub will merge with and into the Company (the "Merger"), with the Company continuing as the surviving limited liability company and a subsidiary of Parent;

WHEREAS, the Company and its subsidiaries (collectively, the "Acquired Companies") are engaged in the business of providing electronic payment processing services to merchants in any or all of the payday lending, installment lending, buy-here, pay-here auto lending, collections, debt recovery and accounts receivable management industries (the "Business");

WHEREAS, Parent and the Company wish to protect their interests by restricting the activities of the Restricted Party which might compete with or harm the goodwill of the Covered Parties; and

WHEREAS, the Restricted Party is entering into this Agreement in order to induce Parent and the Company to enter into the Merger Agreement and consummate the transactions contemplated thereby, pursuant to which the Restricted Party will directly or indirectly receive a material benefit.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Restricted Party hereby covenants and agrees as follows:

1. NONCOMPETITION. During the period (the "Restricted Period") from the consummation of the transactions contemplated by the Merger Agreement (the "Closing") and continuing until the six (6) month anniversary of the date on which the Restricted Party is no longer an employee or director of the Covered Parties, the Restricted Party shall not, directly or indirectly, engage or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, or be employed by, any business (other than a Covered Party) that is primarily engaged in the Business (a "Competitive Enterprise"); provided, that the Restricted Party may (a) purchase or otherwise acquire, as a passive investment, up to (but not more than) five percent (5%) of any class of securities of any Competitive Enterprise that are listed on a national securities exchange or traded on a national market system (but without otherwise participating in the activities of such enterprise) or (b) acquire, invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, or be employed by, any business that provides electronic payment processing services so long as (I) the revenues or gross profits derived by such business from merchants in the payday lending, installment lending, buy-here, pay-here auto lending, collections, debt recovery and accounts receivable management industries (the "Covered Industries") do not exceed fifteen percent (15%) of the total revenue or total gross profits, respectively, of such business during any twelve-month period during the Restricted Period and (II) the Restricted Party is not directly involved, in any material respect, in any such activities with respect to the Covered Industries.

2. NON-SOLICITATION OF PERSONNEL. During the Restricted Period, the Restricted Party shall not, directly or indirectly, whether for the Restricted Party's own account or for the account of any other Person (other than on behalf a Covered Party in the good faith performance of the Restricted Party's duties on behalf of the Covered Parties):

(a) solicit, employ, or otherwise engage as an employee, independent contractor or otherwise, any Person who was an employee or independent contractor of any Covered Party as of the date of the relevant act prohibited by this Section 2 or during the six (6) month period prior thereto ("Covered Personnel") or in any manner induce or attempt to induce any such Covered Personnel to terminate its employment or service with any of the Covered Parties; or

(b) interfere with the relationship of any of the Covered Parties with any Covered Personnel.

Notwithstanding the foregoing, the Restricted Party shall not be prohibited from (i) placing any advertisements for positions to the public generally that are not targeted at any Covered Personnel or (ii) the solicitation, employment or engagement of any Covered Personnel (A) whose employment or engagement was terminated by the Covered Parties due to a job elimination or reduction in force prior to commencement of employment or engagement discussions, (B) whose employment or engagement with the Covered Parties was terminated for any reason other than as set forth in clause (A) at least six (6) months prior to the commencement of employment or engagement discussions or (C) considered to be clerical or non-managerial general administrative staff (for the avoidance of doubt, excluding any sales, business development or product development, product support or product improvement personnel).

3. Non-Solicitation of Customers and Suppliers. During the Restricted Period, the Restricted Party shall not, directly or indirectly, whether for the Restricted Party's own account or for the account of any other Person (other than on behalf a Covered Party in the good faith performance of the Restricted Party's duties on behalf of the Covered Parties):

(a) solicit, induce, encourage or otherwise knowingly cause (or attempt to do any of the foregoing) any Covered Customer (as defined below) to (i) cease being, or not become, a customer or merchant of any Covered Party with respect to the Business or (ii) reduce the amount of business of such Covered Customer with any Covered Party, or otherwise alter such business relationship in a manner adverse to any Covered Party, in either case, with respect to or relating to the Business;

(b) interfere with or disrupt (or attempt to interfere with or disrupt) the contractual relationship between any Covered Party and any Covered Customer or divert any business with any Covered Customer relating to the Business from a Covered Party; or

(c) interfere with or disrupt (or attempt to interfere with or disrupt) the contractual relationship between any Covered Party and any Person that was a vendor, supplier, distributor, agent or other service provider of a Covered Party as of the date of the relevant act prohibited by this Section 3(c) or during the six (6) month period prior thereto, in any case, for a purpose competitive with a Covered Party as it relates to the Business.

For purposes of this Agreement, a "Covered Customer" means any Person who is or was an actual customer or merchant of a Covered Party (or prospective customer or merchant with whom a Covered Party actively marketed or made or took specific action to make a proposal) as of the date of the relevant act prohibited by this Section 3 or during the six (6) month period prior thereto.

4. Confidentiality. The Restricted Party will not, and will cause its Representatives to not, disclose or use at any time, any Confidential Information of which the Restricted Party or such Representative, as applicable, is or becomes aware, whether or not such information is developed by the Restricted Party or any of its Representatives, except to the extent that such disclosure or use is directly related to and required by the Restricted Party's or its Representatives' performance in good faith of duties assigned to the Restricted Party or its Representatives by a Covered Party. The Restricted Party and its Representatives will take all appropriate steps to safeguard Confidential Information in its possession and to protect it against disclosure, misuse, espionage, loss and theft. Nothing herein shall be construed to prevent disclosure of Confidential Information (a) to the extent necessary in connection with the defense of any Action involving the Restricted Party or its Representatives (provided, that the Restricted Party or such Representative, as applicable, shall use its commercially reasonable efforts to ensure that confidential treatment is afforded to such Confidential Information) or (b) to prohibit or impede the Restricted Party from communicating, cooperating or filing a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a "Governmental Entity") with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise making disclosures to any Governmental Entity, in each case under such clause (b), that are protected under the whistleblower provisions of any such law or regulation, provided that in each case such communications and disclosures are consistent with applicable law. The Restricted Party understands and acknowledges that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Restricted Party understands and acknowledges further that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order. The obligations in this Section 4 will not (x) prohibit the Restricted Party from disclosing Confidential Information to its Representatives who have a reasonable need to know such information in connection with their role as a Representative of the Restricted Party or (y) apply to any Confidential Information which is required to be disclosed by the Restricted Party or its Representatives pursuant to any law, rule, regulation, order of any administrative body or court of competent jurisdiction or other legal process; provided that (i) to the extent permitted by applicable law, the applicable Covered Party is given reasonable prior written notice, (ii) to the extent permitted by applicable law, the Restricted Party cooperates (and causes its Representatives to cooperate) with any reasonable request of any Covered Party to seek to prevent or narrow such disclosure and (iii) if after compliance with clauses (i) and (ii) such disclosure is still required, the Restricted Party and its Representatives only disclose such portion of the Confidential Information that is expressly required by such legal process, as such requirement may be subsequently narrowed. Notwithstanding the foregoing, under no circumstance will the Restricted Party or any of its Representatives be authorized to disclose any information covered by attorney-client privilege or attorney work product of any Covered Party or any of their respective controlled Affiliates without prior written consent of the Company's (or following the Closing, Surviving Pubco's) General Counsel or other officer designated by the Company (or, following the Closing, the Surviving Pubco).

For purposes of this Agreement the term "Confidential Information" shall mean all material and information that is not generally known to the public (but for purposes of clarity, Confidential Information shall never exclude any such information that becomes known to the public because of the Restricted Party's or its Representatives' unauthorized disclosure) obtained by the Restricted Party prior to the end of the Restricted Period and relating to the business, affairs and assets of any Covered Party or a controlled Affiliate thereof, regardless of whether such material and information is maintained in physical, electronic, or other form, including without limitation any of the following with respect to any of the Covered Parties or their respective controlled Affiliates (A) business, operating or strategic plans, (B) products or services, (C) fees, costs and pricing structures, (D) designs, (E) analyses, (F) drawings, photographs and reports, (G) computer software, including operating systems, applications and program listings, (H) flow charts, manuals and documentation, (I) databases, (J) accounting and business methods, (K) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (L) customers and clients and customer or client lists, (M) other copyrightable works, (N) all production methods, processes, technology and trade secrets, and (O) all similar and related information in whatever form. Confidential Information also includes information disclosed to any Covered Party by third parties to the extent that a Covered Party has an obligation of confidentiality in connection therewith. Confidential Information will not include any information that has been published in a form generally available to the public (except as a result of the Restricted Party's or its Representatives' unauthorized disclosure) prior to the date the Restricted Party proposes to disclose or use such information. Confidential Information will not be deemed to have been published or otherwise disclosed merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

5. Remedies. The period of time applicable to any covenant in this Agreement for the Restricted Party shall be extended by the duration of any breach or violation by the Restricted Party of such covenant. The expiration of the Restricted Period will not relieve the Restricted Party of any obligation or liability arising from any breach by the Restricted Party of this Agreement during the Restricted Period. The Restricted Party acknowledges and agrees that the covenants contained in this Agreement are reasonable and necessary to protect the business and interests of the Covered Parties and their Affiliates and that any breach of these covenants would cause substantial irreparable injury. Accordingly, the Restricted Party agrees that a remedy at law for any breach of the foregoing covenants would be inadequate and that the Covered Parties and their Affiliates, in addition to any other remedies available, shall be entitled to obtain preliminary and permanent injunctive relief to secure specific performance of such covenants and to prevent a breach or contemplated breach of such covenants without the necessity of proving actual damage or posting a bond or other security. The Restricted Party will be responsible for any breach or violation of this Agreement by its Representatives. In the event of any Action under this Agreement between the Restricted Party and a Covered Party, the non-prevailing party in such Action will pay its own expenses and the reasonable out-of-pocket expenses, including reasonable attorneys' fees and costs, incurred by the other party.

6. Severability. Each provision of this Agreement is separable from every other provision of this Agreement. If any provision of this Agreement is found or held to be invalid, illegal or unenforceable, in whole or in part, by a court of competent jurisdiction, then (i) such provision will be deemed amended to conform to applicable laws so as to be valid, legal and enforceable to the fullest possible extent, (ii) the invalidity, illegality or unenforceability of such provision will not affect the validity, legality or enforceability of such provision under any other circumstances or in any other jurisdiction, and (iii) the invalidity, illegality or unenforceability of such provision will not affect the validity, legality or enforceability of the remainder of such provision or the validity, legality or enforceability of any other provision of this Agreement. Without limiting the foregoing, if any covenant of the Restricted Party in this Agreement is held to be unreasonable, arbitrary, or against public policy, such covenant shall be considered to be divisible with respect to scope, time and geographic area, and such lesser scope, time or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, shall be effective, binding and enforceable against the Restricted Party. The Restricted Party agrees that the covenants set forth in this Agreement shall be deemed to be a series of separate covenants for each month within the applicable Restricted Period and separate covenants for each country within the world.

7. Governing Law; Submission to Jurisdiction; Waiver of Jury. Section 11.6 and Section 11.7 of the Merger Agreement are incorporated herein by reference, *mutatis mutandis*.

8. Waiver. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Any extension or waiver in favor of the Restricted Party of any provision hereto shall be valid only if set forth in an instrument in writing signed by Parent and the Company; and provided, that any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

9. Headings; Interpretation; Counterparts. The provisions of Sections 10.3 and 11.4 of the Merger Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

10. Successors and Assigns; Third Party Beneficiaries. This Agreement will be binding upon the Restricted Party and its successors and permitted assigns, and will inure to the benefit of the Covered Parties and their respective successors and permitted assigns. The Restricted Party agrees that its obligations under this Agreement are personal and will not be assigned or delegated by the Restricted Party without the consent of the Parent and the Company. The Covered Parties may not assign or delegate their rights or obligations under this Agreement without the prior written consent of the Restricted Party (provided, that the Restricted Party will not unreasonably withhold, delay or condition its consent to an assignment of all of the Parent's or the Company's rights under this Agreement to any Person which acquires, in one or more transactions, at least a majority of the equity securities (whether by equity sale, merger or otherwise) of the Parent or the Company or all or substantially all of the assets of the Parent and its Subsidiaries or the Company and its Subsidiaries, in either case, taken as a whole). Any purported assignment or delegation in violation hereof shall be null and void ab initio. Each of the Covered Parties are express third party beneficiaries of this Agreement and will be considered parties under and for purposes of this Agreement.

11. Amendments. This Agreement may only be amended or modified by an instrument in writing signed by each of the Restricted Party, Parent and the Company.

12. Effectiveness. This Agreement shall become effective at the Closing. In the event of a termination of the Merger Agreement prior to the Closing, this Agreement shall automatically terminate (without the requirement of any action by any party hereto) and be of no further force or effect.

[*Remainder of page intentionally left blank*]

In Witness Whereof, the Restricted Party has duly executed and delivered this Agreement as of the date first above written.

[●]

{Signature Page to Parent Sponsor Director Support Agreement}

Exhibit 10.4

COMPANY SPONSOR SUPPORT AGREEMENT

This Company Sponsor Support Agreement (this "Agreement") is being executed and delivered as of January 21, 2019, by the individual named on the signature page hereto (the "Restricted Party"), in favor of, and for the benefit of Thunder Bridge Acquisition Ltd., a Cayman Islands exempted company (together with its successors, including the resulting Delaware corporation after the consummation of the Domestication (as defined below), "Parent"), Hawk Parent Holdings LLC, a Delaware limited liability company (together with its successors, including the surviving limited liability company in the Merger (as defined below), the "Company"), and each of Parent's and the Company's present and future successors and direct and indirect Subsidiaries (collectively with Parent and the Company, the "Covered Parties;" provided, however, any Subsidiary of Parent or the Company shall be deemed a Covered Party solely during the period for which such Person is a Subsidiary of Parent or the Company). Each capitalized term used and not otherwise defined herein has the meaning ascribed to such term in the Merger Agreement (as defined below).

Recitals

WHEREAS**,** pursuant to and subject to the terms and conditions of that certain Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), by and among Parent, TB Acquisition Merger Sub LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent ("Merger Sub"), the Company, and, solely in its capacity as the Company Securityholder Representative thereunder, CC Payment Holdings, L.L.C., a Delaware limited liability company (the "Company Securityholder Representative"), among other matters, (i) Parent will domesticate as a Delaware corporation in accordance with the applicable provisions of the Companies Law (2018 Revision) of the Cayman Islands and the General Corporation Law of the State of Delaware, and (ii) Merger Sub will merge with and into the Company (the "Merger"), with the Company continuing as the surviving limited liability company and a subsidiary of Parent;

WHEREAS, the Company and its subsidiaries (collectively, the "Acquired Companies") are engaged in the business of providing electronic payment processing services to merchants in any or all of the payday lending, installment lending, buy-here, pay-here auto lending, collections, debt recovery and accounts receivable management industries (the "Business");

WHEREAS, Parent and the Company wish to protect their interests by restricting the activities of the Restricted Party which might compete with or harm the goodwill of the Covered Parties; and

WHEREAS, the Restricted Party is entering into this Agreement in order to induce Parent and the Company to enter into the Merger Agreement and consummate the transactions contemplated thereby, pursuant to which the Restricted Party will directly or indirectly receive a material benefit.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Restricted Party hereby covenants and agrees as follows:

1. NON-SOLICITATION OF PERSONNEL. During the period from the consummation of the transactions contemplated by the Merger Agreement (the "Closing") and continuing until the second (2^{nd}) anniversary of the date of the Closing (the "Restricted Period"), the Restricted Party shall not, directly or indirectly, whether for the Restricted Party's own account or for the account of any other Person:

(a) solicit, employ, or otherwise engage as an employee, independent contractor or otherwise, any Person who was an employee or independent contractor of any Acquired Company as of the Closing or during the six (6) month period prior to the Closing (any such Persons, "Covered Personnel") or in any manner induce or attempt to induce any such Covered Personnel to terminate its employment or service with any of the Covered Parties; or

(b) interfere with the relationship of any of the Covered Parties with any Covered Personnel.

Notwithstanding the foregoing, the Restricted Party shall not be prohibited from (i) placing any advertisements for positions to the public generally that are not targeted at any Covered Personnel or (ii) the solicitation, employment or engagement of any Covered Personnel (A) whose employment or engagement was terminated by the Covered Parties due to a job elimination or reduction in force prior to commencement of employment or engagement discussions, (B) whose employment or engagement with the Covered Parties was terminated for any reason other than as set forth in clause (A) at least six (6) months prior to the commencement of employment or engagement discussions or (C) considered to be clerical or non-managerial general administrative staff (for the avoidance of doubt, excluding any sales, business development or product development, product support or product improvement personnel).

2. NON-SOLICITATION OF CUSTOMERS AND SUPPLIERS. During the Restricted Period, the Restricted Party shall not, directly or indirectly, whether for the Restricted Party's own account or for the account of any other Person:

(a) solicit, induce, encourage or otherwise knowingly cause (or attempt to do any of the foregoing) any Covered Customer (as defined below) to (i) cease being, or not become, a customer or merchant of any Covered Party with respect to the Business or (ii) reduce the amount of business of such Covered Customer with any Covered Party, or otherwise alter such business relationship in a manner adverse to any Covered Party, in either case, with respect to or relating to the Business;

(b) interfere with or disrupt (or attempt to interfere with or disrupt) the contractual relationship between any Covered Party and any Covered Customer or divert any business with any Covered Customer relating to the Business from a Covered Party; or

(c) interfere with or disrupt (or attempt to interfere with or disrupt) the contractual relationship between any Covered Party and any Person that was a vendor, supplier, distributor, agent or other service provider of a Covered Party as of the Closing or during the six (6) month period prior to the Closing, in any case, for a purpose competitive with a Covered Party as it relates to the Business.

For purposes of this Agreement, a "Covered Customer" means any Person who is or was an actual customer or merchant of an Acquired Company (or prospective customer or merchant with whom an Acquired Company actively marketed or made or took specific action to make a proposal) as of the Closing or during the six (6) month period prior to the Closing.

3. Restriction on Sale of Securities. The Restricted Party hereby agrees and covenants that, it will not, during the period from the date of the Closing and ending six (6) months following the date of the Closing (the "Lock-Up Period"), (i) offer, lend, pledge, hypothecate, encumber, donate, assign, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of, directly or indirectly, any limited liability company interests of the Surviving Company or any equity interests of Surviving Pubco (including Surviving Pubco Class A Shares) received or retained as consideration under the Merger Agreement, including securities held in escrow or otherwise issued or delivered after the Closing pursuant to the Merger Agreement (collectively, the "Restricted Securities") or file any registration statement under the Securities Act with respect to the Restricted Securities, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, the economic consequence of ownership of the Restricted Securities, or (iii) publicly disclose the intention to do any of the foregoing, whether any such transaction described in clauses (i), (ii) or (iii) above is to be settled by delivery of Restricted Securities in cash or otherwise (any of the foregoing described in clauses (i), (ii) or (iii), a "Prohibited Transfer"). If any Prohibited Transfer is made or attempted contrary to the provisions of this Agreement, such purported Prohibited Transfer shall be null and void ab initio, and Parent and the Company shall refuse to recognize any such purported transferee of the Restricted Securities as one of its equity holders for any purpose. In order to enforce this Section 3, Parent and the Company may impose stop-transfer instructions with respect to the Restricted Securities of the Restricted Party until the end of the Lock-Up Period, as well as include customary legends on any certificates for any of the Restricted Securities reflecting the restrictions under this Section 3.

4. Confidentiality. The Restricted Party will not, and will cause its Representatives to not, disclose or use at any time, any Confidential Information of which the Restricted Party or such Representative, as applicable, is or becomes aware, whether or not such information is developed by the Restricted Party or any of its Representatives, except to the extent that such disclosure or use is directly related to and required by the Restricted Party's or its Representatives' performance in good faith of duties assigned to the Restricted Party or its Representatives by a Covered Party. The Restricted Party and its Representatives will take all appropriate steps to safeguard Confidential Information in its possession and to protect it against disclosure, misuse, espionage, loss and theft. Nothing herein shall be construed to prevent disclosure of Confidential Information to the extent necessary in connection with the defense of any Action involving the Restricted Party or its Representatives (provided, that the Restricted Party or such Representative, as applicable, shall use its commercially reasonable efforts to ensure that confidential treatment is afforded to such Confidential Information). The obligations in this Section 4 will not (x) prohibit the Restricted Party from disclosing Confidential Information to its Representatives who have a reasonable need to know such information in connection with their role as a Representative of the Restricted Party or (y) apply to any Confidential Information which is required to be disclosed by the Restricted Party or its Representatives pursuant to any law, rule, regulation, order of any administrative body or court of competent jurisdiction or other legal process; provided that (i) to the extent permitted by applicable law, the applicable Covered Party is given reasonable prior written notice, (ii) to the extent permitted by applicable law, the Restricted Party cooperates (and causes its Representatives to cooperate) with any reasonable request of any Covered Party to seek to prevent or narrow such disclosure and (iii) if after compliance with clauses (i) and (ii) such disclosure is still required, the Restricted Party and its Representatives only disclose such portion of the Confidential Information that is expressly required by such legal process, as such requirement may be subsequently narrowed. Notwithstanding the foregoing, under no circumstance will the Restricted Party or any of its Representatives be authorized to disclose any information covered by attorney-client privilege or attorney work product of any Covered Party or any of their respective controlled Affiliates without prior written consent of the Company's (or following the Closing, Surviving Pubco's) General Counsel or other officer designated by the Company (or, following the Closing, the Surviving Pubco).

For purposes of this Agreement the term "Confidential Information" shall mean all material and information that is not generally known to the public (but for purposes of clarity, Confidential Information shall never exclude any such information that becomes known to the public because of the Restricted Party's or its Representatives' unauthorized disclosure) obtained by the Restricted Party prior to the end of the Restricted Period and relating to the business, affairs and assets of any Covered Party or a controlled Affiliate thereof, regardless of whether such material and information is maintained in physical, electronic, or other form, including without limitation any of the following with respect to any of the Covered Parties or their respective controlled Affiliates (A) business, operating or strategic plans, (B) products or services, (C) fees, costs and pricing structures, (D) designs, (E) analyses, (F) drawings, photographs and reports, (G) computer software, including operating systems, applications and program listings, (H) flow charts, manuals and documentation, (I) databases, (J) accounting and business methods, (K) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (L) customers and clients and customer or client lists, (M) other copyrightable works, (N) all production methods, processes, technology and trade secrets, and (O) all similar and related information in whatever form. Confidential Information also includes information disclosed to any Covered Party by third parties to the extent that a Covered Party has an obligation of confidentiality in connection therewith. Confidential Information will not include any information that has been published in a form generally available to the public (except as a result of the Restricted Party's or its Representatives' unauthorized disclosure) prior to the date the Restricted Party proposes to disclose or use such information. Confidential Information will not be deemed to have been published or otherwise disclosed merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

5. VOTING.

(a) Prior to the date on which this Agreement is terminated in accordance with its terms (the "Voting Period"), at each meeting of the Company Equity Holders, and in each written consent or resolutions of any of the Company Equity Holders in which the Restricted Party is entitled to vote or consent, the Restricted Party hereby unconditionally and irrevocably agrees to be present for such meeting and vote (in person or by proxy), or consent to any action by written consent or resolution with respect to, as applicable, any limited liability company or other equity interests of the Company which the Restricted Party beneficially owns, holds or over which the Restricted Party otherwise has voting power (the "Units") (i) in favor of, and adopt, the Merger Agreement, the Transaction Documents, the Merger and the other Transactions in accordance with the DLLCA and the Company's Organizational Documents, (ii) in favor of the other matters set forth in the Merger Agreement to the extent required for the Company to carry out its obligations thereunder, and (iii) vote the Units in opposition to: (A) any Acquisition Proposal and any and all other proposals (x) that could reasonably be expected to delay or impair the ability of the Company to consummate the Merger or any of the other Transactions or (y) which are in competition with or materially inconsistent with the Merger Agreement or the Transaction Documents or (B) any other action or proposal involving the Company or any of its Subsidiaries that is intended, or would reasonably be expected, to prevent, impede, interfere with, delay, postpone or adversely affect in any material respect the Transactions or would reasonably be expected to result in any of the conditions to the Company's obligations under the Merger Agreement not being fulfilled.

(b) The Restricted Party agrees not to deposit, and to cause its Affiliates not to deposit, any Units owned by the Restricted Party or the Restricted Party's Affiliates in a voting trust or subject any Units to any arrangement or agreement with respect to the voting of such Units, unless specifically requested to do so by the Company and Parent in connection with the Merger Agreement, the Transaction Documents or the Transactions.

(c) The Restricted Party agrees, except as contemplated by the Merger Agreement or the Transaction Documents, not to make, or in any manner participate in, directly or indirectly, a "solicitation" of "proxies" or consents (as such terms are used in the rules of the SEC) or powers of attorney or similar rights to vote, or seek to advise or influence any Person with respect to the voting of, any limited liability company or other equity interests of the Company in connection with any vote or other action with respect to the Transactions, other than to recommend that the Company Equity Holders vote in favor of the adoption of the Merger Agreement, the Transaction Documents and the Transactions and any other proposal the approval of which is a condition to the obligations of the parties under the Merger Agreement (and any actions required in furtherance thereof and otherwise as expressly provided in this Section 5).

(d) The Restricted Party agrees to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to the Merger Agreement, the Transaction Documents, the Merger or any of the other Transactions.

(e) The Restricted Party agrees that during the Voting Period it shall not, and shall cause its Affiliates not to, without Parent's and the Company's prior written consent, (A) make or attempt to make any Prohibited Transfer (but for purposes of this Section 5(e), including Units within the term "Restricted Securities" in the definition of "Prohibited Transfer"), except to an Affiliate who agrees to be bound by this Section 5; (B) grant any proxies or powers of attorney with respect to any or all of the Units; or (C) take any action with the intent to prevent, impede, interfere with or adversely affect the Restricted Party's ability to perform its obligations under this Section 5. The Company hereby agrees to reasonably cooperate with Parent in enforcing the transfer restrictions set forth in this Section 5.

(f) The Restricted Party hereby represents and warrants to Parent and the Company that as of the date hereof, the Restricted Party has beneficial ownership over the type and number of the Units set forth under the Restricted Party's name on the signature page hereto, is the lawful owner of such Units, has the sole power to vote or cause to be voted such Units, and has good and valid title to such Units, free and clear of any and all pledges, mortgages, encumbrances, charges, proxies, voting agreements, liens, adverse claims, options, security interests and demands, other than those imposed by this Agreement, applicable securities Laws or the Company's Organizational Documents, as in effect on the date hereof.

(g) In the event of any equity dividend or distribution, or any change in the equity interests of the Company by reason of any equity dividend or distribution, equity split, recapitalization, combination, conversion, exchange of equity interests or the like, the term "Units" shall be deemed to refer to and include the Units as well as all such equity dividends and distributions and any securities into which or for which any or all of the Units may be changed or exchanged or which are received in such transaction. The Restricted Party agrees during the Voting Period to notify Parent promptly in writing of the number and type of any additional Units acquired by the Restricted Party, if any, after the date hereof.

(h) During the Voting Period, the Restricted Party agrees to provide to Parent, the Company and their respective Representatives any information regarding the Restricted Party or the Units that is reasonably requested by Parent, the Company or their respective Representatives and required in order for the Company to comply with Sections 5.10 and 5.11 of the Merger Agreement. The Restricted Party agrees to be bound by Section 11.15 of the Merger Agreement as if it were a party thereto. To the extent required by applicable Law, the Restricted Party hereby authorizes the Company and Parent to publish and disclose in any announcement or disclosure required by the SEC, Nasdaq or the Registration Statement (including all documents and schedules filed with the SEC in connection with the foregoing), the Restricted Party's identity and ownership of the Units and the nature of the Restricted Party's commitments and agreements under this Agreement, the Merger Agreement and any other Transaction Documents; provided that such disclosure is made in compliance with the provisions of the Merger Agreement, including, without limitation, Sections 5.3, 5.10, 5.11 and 11.15 thereof.

6. Remedies. The period of time applicable to any covenant in this Agreement for the Restricted Party shall be extended by the duration of any breach or violation by the Restricted Party of such covenant. The expiration of the Restricted Period will not relieve the Restricted Party of any obligation or liability arising from any breach by the Restricted Party of this Agreement during the Restricted Period. The Restricted Party acknowledges and agrees that the covenants contained in this Agreement are reasonable and necessary to protect the business and interests of the Covered Parties and their Affiliates and that any breach of these covenants would cause substantial irreparable injury. Accordingly, the Restricted Party agrees that a remedy at law for any breach of the foregoing covenants would be inadequate and that the Covered Parties and their Affiliates, in addition to any other remedies available, shall be entitled to obtain preliminary and permanent injunctive relief to secure specific performance of such covenants and to prevent a breach or contemplated breach of such covenants without the necessity of proving actual damage or posting a bond or other security. The Restricted Party will be responsible for any breach or violation of this Agreement by its Representatives. In the event of any Action under this Agreement between the Restricted Party and a Covered Party, the non-prevailing party in such Action will pay its own expenses and the reasonable out-of-pocket expenses, including reasonable attorneys' fees and costs, incurred by the other party.

7. Severability. Each provision of this Agreement is separable from every other provision of this Agreement. If any provision of this Agreement is found or held to be invalid, illegal or unenforceable, in whole or in part, by a court of competent jurisdiction, then (i) such provision will be deemed amended to conform to applicable laws so as to be valid, legal and enforceable to the fullest possible extent, (ii) the invalidity, illegality or unenforceability of such provision will not affect the validity, legality or enforceability of such provision under any other circumstances or in any other jurisdiction, and (iii) the invalidity, illegality or unenforceability of such provision will not affect the validity, legality or enforceability of the remainder of such provision or the validity, legality or enforceability of any other provision of this Agreement. Without limiting the foregoing, if any covenant of the Restricted Party in this Agreement is held to be unreasonable, arbitrary, or against public policy, such covenant shall be considered to be divisible with respect to scope, time and geographic area, and such lesser scope, time or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, shall be effective, binding and enforceable against the Restricted Party. The Restricted Party agrees that the covenants set forth in this Agreement shall be deemed to be a series of separate covenants for each month within the applicable Restricted Period and separate covenants for each country within the world.

8. Governing Law; Submission to Jurisdiction; Waiver of Jury. Section 11.6 and Section 11.7 of the Merger Agreement are incorporated herein by reference, *mutatis mutandis*.

9. Waiver. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Any extension or waiver in favor of the Restricted Party of any provision hereto shall be valid only if set forth in an instrument in writing signed by Parent and the Company; and provided, that any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10. Headings; Interpretation; Counterparts. The provisions of Sections 10.3 and 11.4 of the Merger Agreement are hereby incorporated herein by reference, *mutatis mutandis*. For purposes of Section 4 of this Agreement, under no circumstances shall any "portfolio company" (as such term is customarily used in the private equity industry) of any fund affiliated with the Restricted Party be considered a "Representative" of the Restricted Party or any of its Representatives so long as they do not receive any Confidential Information and the Restricted Party and its other Representatives do not use Confidential Information on their behalf.

11. Waiver Against Trust. The provisions of Section 9.2 of the Merger Agreement are hereby incorporated herein by reference, *mutatis mutandis*, with any reference to the Company thereunder instead referring to the Restricted Party and any reference to the "Agreement" thereunder instead referring to this Agreement.

12. Successors and Assigns; Third Party Beneficiaries. This Agreement will be binding upon the Restricted Party and its successors and permitted assigns, and will inure to the benefit of the Covered Parties and their respective successors and permitted assigns. The Restricted Party agrees that its obligations under this Agreement are personal and will not be assigned or delegated by the Restricted Party without the consent of the Parent and the Company. The Covered Parties may not assign or delegate their rights or obligations under this Agreement without the prior written consent of the Restricted Party (provided, that the Restricted Party will not unreasonably withhold, delay or condition its consent to an assignment of all of the Parent's or the Company's rights under this Agreement to any Person which acquires, in one or more transactions, at least a majority of the equity securities (whether by equity sale, merger or otherwise) of the Parent or the Company or all or substantially all of the assets of the Parent and its Subsidiaries or the Company and its Subsidiaries, in either case, taken as a whole). Any purported assignment or delegation in violation hereof shall be null and void ab initio. Each of the Covered Parties are express third party beneficiaries of this Agreement and will be considered parties under and for purposes of this Agreement.

13. Amendments. This Agreement may only be amended or modified by an instrument in writing signed by each of the Restricted Party, Parent and the Company.

14. Effectiveness.

(a) Section 5 of this Agreement shall become effective as of the date hereof. Section 5 of this Agreement shall automatically terminate (without the requirement of any action by any party hereto) and be of no further force or effect upon the earliest to occur of (i) the Closing and (ii) the date of the termination of the Merger Agreement prior to the Closing.

(b) Except as set forth in Section 14(a), this Agreement shall become effective at the Closing. In the event of a termination of the Merger Agreement prior to the Closing, this Agreement shall automatically terminate (without the requirement of any action by any party hereto) and be of no further force or effect.

[*Remainder of page intentionally left blank*]

In Witness Whereof, the Restricted Party has duly executed and delivered this Agreement as of the date first above written.

CC Payment Holdings, L.L.C.

By: /s/ D.T. Ignacio Jayanti
Name: D.T. Ignacio Jayanti
Title: Managing Partner

Number and Type of Units:

75,051.34925 Class A-1 Units

[Signature Page to Company Sponsor Support Agreement]

Exhibit 10.5

CORSAIR DIRECTOR SUPPORT AGREEMENT

This Corsair Director Support Agreement (this "Agreement") is being executed and delivered as of January 21, 2019, by the individual named on the signature page hereto (the "Restricted Party"), in favor of, and for the benefit of Thunder Bridge Acquisition Ltd., a Cayman Islands exempted company (together with its successors, including the resulting Delaware corporation after the consummation of the Domestication (as defined below), "Parent"), Hawk Parent Holdings LLC, a Delaware limited liability company (together with its successors, including the surviving limited liability company in the Merger (as defined below), the "Company"), and each of Parent's and the Company's present and future successors and direct and indirect Subsidiaries (collectively with Parent and the Company, the "Covered Parties;" provided, however, any Subsidiary of Parent or the Company shall be deemed a Covered Party solely during the period for which such Person is a Subsidiary of Parent or the Company). Each capitalized term used and not otherwise defined herein has the meaning ascribed to such term in the Merger Agreement (as defined below).

Recitals

WHEREAS**,** pursuant to and subject to the terms and conditions of that certain Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), by and among Parent, TB Acquisition Merger Sub LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent ("Merger Sub"), the Company, and, solely in its capacity as the Company Securityholder Representative thereunder, CC Payment Holdings, L.L.C., a Delaware limited liability company (the "Company Securityholder Representative"), among other matters, (i) Parent will domesticate as a Delaware corporation in accordance with the applicable provisions of the Companies Law (2018 Revision) of the Cayman Islands and the General Corporation Law of the State of Delaware, and (ii) Merger Sub will merge with and into the Company (the "Merger"), with the Company continuing as the surviving limited liability company and a subsidiary of Parent;

WHEREAS, the Company and its subsidiaries (collectively, the "Acquired Companies") are engaged in the business of providing electronic payment processing services to merchants in any or all of the payday lending, installment lending, buy-here, pay-here auto lending, collections, debt recovery and accounts receivable management industries (the "Business");

WHEREAS, Parent and the Company wish to protect their interests by restricting the activities of the Restricted Party which might compete with or harm the goodwill of the Covered Parties; and

WHEREAS, the Restricted Party is entering into this Agreement in order to induce Parent and the Company to enter into the Merger Agreement and consummate the transactions contemplated thereby, pursuant to which the Restricted Party will directly or indirectly receive a material benefit.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Restricted Party hereby covenants and agrees as follows:

1. NONCOMPETITION.

(a) During the period (the "Restricted Period") from the consummation of the transactions contemplated by the Merger Agreement (the "Closing") and continuing until the earlier of (x) the six (6) month anniversary of the date on which the Restricted Party is no longer an employee or director of the Covered Parties or (y) in the event that the Restricted Party's departure as an employee or director of the Covered Parties is a result of his or her no longer being an employee, director, member, partner, or Affiliate of Corsair Capital LLC or its Subsidiaries or Affiliates (collectively, "Corsair"), the three (3) month anniversary of the date on which the Restricted Party is no longer an employee or director of the Covered Parties, the Restricted Party shall not, directly or indirectly, engage or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, or be employed by, any business (other than a Covered Party) that is primarily engaged in the Business (a "Competitive Enterprise"); provided, that the Restricted Party may (a) purchase or otherwise acquire, as a passive investment, up to (but not more than) five percent (5%) of any class of securities of any Competitive Enterprise that is listed on a national securities exchange or traded on a national market system (but without otherwise participating in the activities of such enterprise) or (b) acquire, invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, or be employed by, any business that provides electronic payment processing services so long as (I) the revenues or gross profits derived by such business from merchants in the payday lending, installment lending, buy-here, pay-here auto lending, collections, debt recovery and accounts receivable management industries (the "Covered Industries") do not exceed fifteen percent (15%) of the total revenue or total gross profits, respectively, of such business during any twelve-month period during the Restricted Period and (II) the Restricted Party is not directly involved, in any material respect, in any such activities with respect to the Covered Industries.

(b) Notwithstanding anything to the contrary in this Agreement, the ownership, management, operation, financing, or control of any "portfolio company" (as such term is customarily used in the private equity industry) (a "Portfolio Company") that is considered to be a Competitive Enterprise for purposes of this Agreement by (x) any investment fund affiliated with the Restricted Party (including Corsair) or (y) by any Person affiliated with the Restricted Party acting as a sponsor, investment advisor, manager or general of such affiliated investment fund (any person described in clauses (x) or (y), an "Investment Group"), will not be a breach of this Section 1, so long as the Restricted Party does not act as a representative of an Investment Group referred to in clauses (x) or (y) as a party directly engaged in the oversight, management or control of such Portfolio Company.

2. NON-SOLICITATION OF PERSONNEL. During the Restricted Period, the Restricted Party shall not, directly or indirectly, whether for the Restricted Party's own account or for the account of any other Person (other than on behalf a Covered Party in the good faith performance of the Restricted Party's duties on behalf of the Covered Parties):

(a) solicit, employ, or otherwise engage as an employee, independent contractor or otherwise, any Person who was an employee or independent contractor of any Covered Party as of the date of the relevant act prohibited by this Section 2 or during the six (6) month period prior thereto ("Covered Personnel") or in any manner induce or attempt to induce any such Covered Personnel to terminate its employment or service with any of the Covered Parties; or

(b) interfere with the relationship of any of the Covered Parties with any Covered Personnel.

Notwithstanding the foregoing, the Restricted Party shall not be prohibited from (i) placing any advertisements for positions to the public generally that are not targeted at any Covered Personnel or (ii) the solicitation, employment or engagement of any Covered Personnel (A) whose employment or engagement was terminated by the Covered Parties due to a job elimination or reduction in force prior to commencement of employment or engagement discussions, (B) whose employment or engagement with the Covered Parties was terminated for any reason other than as set forth in clause (A) at least six (6) months prior to the commencement of employment or engagement discussions or (C) considered to be clerical or non-managerial general administrative staff (for the avoidance of doubt, excluding any sales, business development or product development, product support or product improvement personnel). Notwithstanding the foregoing, the Restricted Party shall have no obligations under this Section 2 for any actions taken by Corsair or any other Investment Group or any of their respective Portfolio Companies as long as he does not directly take such action or direct others to take such action.

3. Non-Solicitation of Customers and Suppliers. During the Restricted Period, the Restricted Party shall not, directly or indirectly, whether for the Restricted Party's own account or for the account of any other Person (other than on behalf a Covered Party in the good faith performance of the Restricted Party's duties on behalf of the Covered Parties):

(a) solicit, induce, encourage or otherwise knowingly cause (or attempt to do any of the foregoing) any Covered Customer (as defined below) to (i) cease being, or not become, a customer or merchant of any Covered Party with respect to the Business or (ii) reduce the amount of business of such Covered Customer with any Covered Party, or otherwise alter such business relationship in a manner adverse to any Covered Party, in either case, with respect to or relating to the Business;

(b) interfere with or disrupt (or attempt to interfere with or disrupt) the contractual relationship between any Covered Party and any Covered Customer or divert any business with any Covered Customer relating to the Business from a Covered Party; or

(c) interfere with or disrupt (or attempt to interfere with or disrupt) the contractual relationship between any Covered Party and any Person that was a vendor, supplier, distributor, agent or other service provider of a Covered Party as of the date of the relevant act prohibited by this Section 3(c) or during the six (6) month period prior thereto, in any case, for a purpose competitive with a Covered Party as it relates to the Business.

For purposes of this Agreement, a "Covered Customer" means any Person who is or was an actual customer or merchant of a Covered Party (or prospective customer or merchant with whom a Covered Party actively marketed or made or took specific action to make a proposal) as of the date of the relevant act prohibited by this Section 3 or during the six (6) month period prior thereto. Notwithstanding the foregoing, the Restricted Party shall have no obligations under this Section 3 for any actions taken by Corsair or any other Investment Group or any of their respective Portfolio Companies as long as he does not directly take such action or direct others to take such action.

4. Confidentiality. The Restricted Party will not, and will cause its Representatives to not, disclose or use at any time, any Confidential Information of which the Restricted Party or such Representative, as applicable, is or becomes aware, whether or not such information is developed by the Restricted Party or any of its Representatives, except to the extent that such disclosure or use is directly related to and required by the Restricted Party's or its Representatives' performance in good faith of duties assigned to the Restricted Party or its Representatives by a Covered Party. The Restricted Party and its Representatives will take all appropriate steps to safeguard Confidential Information in its possession and to protect it against disclosure, misuse, espionage, loss and theft. Nothing herein shall be construed to prevent disclosure of Confidential Information (a) to the extent necessary in connection with the defense of any Action involving the Restricted Party or its Representatives (provided, that the Restricted Party or such Representative, as applicable, shall use its commercially reasonable efforts to ensure that confidential treatment is afforded to such Confidential Information) or (b) to prohibit or impede the Restricted Party from communicating, cooperating or filing a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a "Governmental Entity") with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise making disclosures to any Governmental Entity, in each case under such clause (b), that are protected under the whistleblower provisions of any such law or regulation, provided that in each case such communications and disclosures are consistent with applicable law. The Restricted Party understands and acknowledges that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Restricted Party understands and acknowledges further that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order. The obligations in this Section 4 will not (x) prohibit the Restricted Party from disclosing Confidential Information to its Representatives who have a reasonable need to know such information in connection with their role as a Representative of the Restricted Party or (y) apply to any Confidential Information which is required to be disclosed by the Restricted Party or its Representatives pursuant to any law, rule, regulation, order of any administrative body or court of competent jurisdiction or other legal process; provided that (i) to the extent permitted by applicable law, the applicable Covered Party is given reasonable prior written notice, (ii) to the extent permitted by applicable law, the Restricted Party cooperates (and causes its Representatives to cooperate) with any reasonable request of any Covered Party to seek to prevent or narrow such disclosure and (iii) if after compliance with clauses (i) and (ii) such disclosure is still required, the Restricted Party and its Representatives only disclose such portion of the Confidential Information that is expressly required by such legal process, as such requirement may be subsequently narrowed. Notwithstanding the foregoing, under no circumstance will the Restricted Party or any of its Representatives be authorized to disclose any information covered by attorney-client privilege or attorney work product of any Covered Party or any of their respective controlled Affiliates without prior written consent of the Company's (or following the Closing, Surviving Pubco's) General Counsel or other officer designated by the Company (or, following the Closing, the Surviving Pubco).

For purposes of this Agreement the term "Confidential Information" shall mean all material and information that is not generally known to the public (but for purposes of clarity, Confidential Information shall never exclude any such information that becomes known to the public because of the Restricted Party's or its Representatives' unauthorized disclosure) obtained by the Restricted Party prior to the end of the Restricted Period and relating to the business, affairs and assets of any Covered Party or a controlled Affiliate thereof, regardless of whether such material and information is maintained in physical, electronic, or other form, including without limitation any of the following with respect to any of the Covered Parties or their respective controlled Affiliates (A) business, operating or strategic plans, (B) products or services, (C) fees, costs and pricing structures, (D) designs, (E) analyses, (F) drawings, photographs and reports, (G) computer software, including operating systems, applications and program listings, (H) flow charts, manuals and documentation, (I) databases, (J) accounting and business methods, (K) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (L) customers and clients and customer or client lists, (M) other copyrightable works, (N) all production methods, processes, technology and trade secrets, and (O) all similar and related information in whatever form. Confidential Information also includes information disclosed to any Covered Party by third parties to the extent that a Covered Party has an obligation of confidentiality in connection therewith. Confidential Information will not include any information that has been published in a form generally available to the public (except as a result of the Restricted Party's or its Representatives' unauthorized disclosure) prior to the date the Restricted Party proposes to disclose or use such information. Confidential Information will not be deemed to have been published or otherwise disclosed merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

5. Remedies. The period of time applicable to any covenant in this Agreement for the Restricted Party shall be extended by the duration of any breach or violation by the Restricted Party of such covenant. The expiration of the Restricted Period will not relieve the Restricted Party of any obligation or liability arising from any breach by the Restricted Party of this Agreement during the Restricted Period. The Restricted Party acknowledges and agrees that the covenants contained in this Agreement are reasonable and necessary to protect the business and interests of the Covered Parties and their Affiliates and that any breach of these covenants would cause substantial irreparable injury. Accordingly, the Restricted Party agrees that a remedy at law for any breach of the foregoing covenants would be inadequate and that the Covered Parties and their Affiliates, in addition to any other remedies available, shall be entitled to obtain preliminary and permanent injunctive relief to secure specific performance of such covenants and to prevent a breach or contemplated breach of such covenants without the necessity of proving actual damage or posting a bond or other security. Except as expressly provided in this Agreement, the Restricted Party will be responsible for any breach or violation of this Agreement by its Representatives. In the event of any Action under this Agreement between the Restricted Party and a Covered Party, the non-prevailing party in such Action will pay its own expenses and the reasonable out-of-pocket expenses, including reasonable attorneys' fees and costs, incurred by the other party.

6. Severability. Each provision of this Agreement is separable from every other provision of this Agreement. If any provision of this Agreement is found or held to be invalid, illegal or unenforceable, in whole or in part, by a court of competent jurisdiction, then (i) such provision will be deemed amended to conform to applicable laws so as to be valid, legal and enforceable to the fullest possible extent, (ii) the invalidity, illegality or unenforceability of such provision will not affect the validity, legality or enforceability of such provision under any other circumstances or in any other jurisdiction, and (iii) the invalidity, illegality or unenforceability of such provision will not affect the validity, legality or enforceability of the remainder of such provision or the validity, legality or enforceability of any other provision of this Agreement. Without limiting the foregoing, if any covenant of the Restricted Party in this Agreement is held to be unreasonable, arbitrary, or against public policy, such covenant shall be considered to be divisible with respect to scope, time and geographic area, and such lesser scope, time or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, shall be effective, binding and enforceable against the Restricted Party. The Restricted Party agrees that the covenants set forth in this Agreement shall be deemed to be a series of separate covenants for each month within the applicable Restricted Period and separate covenants for each country within the world.

7. Governing Law; Submission to Jurisdiction; Waiver of Jury. Section 11.6 and Section 11.7 of the Merger Agreement are incorporated herein by reference, *mutatis mutandis*.

8. Waiver. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Any extension or waiver in favor of the Restricted Party of any provision hereto shall be valid only if set forth in an instrument in writing signed by Parent and the Company; and provided, that any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

9. Headings; Interpretation; Counterparts. The provisions of Sections 10.3 and 11.4 of the Merger Agreement are hereby incorporated herein by reference, *mutatis mutandis*. For the avoidance of doubt, under no circumstances shall any Portfolio Company of any Investment Group or any Representative thereof be considered a "Representative" of the Restricted Party or any of its Representatives so long as such Portfolio Company does not receive any Confidential Information from or on behalf of the Restricted Party and the Restricted Party does not use Confidential Information on such Portfolio Company's behalf. Additionally, notwithstanding anything to the contrary contained in this Agreement, the Restricted Party shall not have any liability under this Agreement with respect to Corsair or its Representatives as a "Representative" of the Restricted Party under this Agreement except for any actions directly taken by the Restricted Party or for which he directs others to take.

10. Successors and Assigns; Third Party Beneficiaries. This Agreement will be binding upon the Restricted Party and its successors and permitted assigns, and will inure to the benefit of the Covered Parties and their respective successors and permitted assigns. The Restricted Party agrees that its obligations under this Agreement are personal and will not be assigned or delegated by the Restricted Party without the consent of the Parent and the Company. The Covered Parties may not assign or delegate their rights or obligations under this Agreement without the prior written consent of the Restricted Party (provided, that the Restricted Party will not unreasonably withhold, delay or condition its consent to an assignment of all of the Parent's or the Company's rights under this Agreement to any Person which acquires, in one or more transactions, at least a majority of the equity securities (whether by equity sale, merger or otherwise) of the Parent or the Company or all or substantially all of the assets of the Parent and its Subsidiaries or the Company and its Subsidiaries, in either case, taken as a whole). Any purported assignment or delegation in violation hereof shall be null and void ab initio. Each of the Covered Parties are express third party beneficiaries of this Agreement and will be considered parties under and for purposes of this Agreement.

11. Amendments. This Agreement may only be amended or modified by an instrument in writing signed by each of the Restricted Party, Parent and the Company.

12. Effectiveness. This Agreement shall become effective at the Closing. In the event of a termination of the Merger Agreement prior to the Closing, this Agreement shall automatically terminate (without the requirement of any action by any party hereto) and be of no further force or effect.

[*Remainder of page intentionally left blank*]

In Witness Whereof, the Restricted Party has duly executed and delivered this Agreement as of the date first above written.

[●]

Exhibit 10.6

COMPANY EQUITY HOLDER SUPPORT AGREEMENT

This Company Equity Holder Support Agreement (this "Agreement") is being executed and delivered as of January 21, 2019, by the individual named on the signature page hereto and one or more Affiliates of such individual named on the signature page hereto (collectively, the "Restricted Party") and, solely for purposes of Section 12 hereof, Hawk Buyer Holdings, LLC (the "2016 Buyer"), in favor of, and for the benefit of Thunder Bridge Acquisition Ltd., a Cayman Islands exempted company (together with its successors, including the resulting Delaware corporation after the consummation of the Domestication (as defined below), "Parent"), Hawk Parent Holdings LLC, a Delaware limited liability company (together with its successors, including the surviving limited liability company in the Merger (as defined below), the "Company"), and each of Parent's and the Company's present and future successors and direct and indirect Subsidiaries (collectively with Parent and the Company, the "Covered Parties;" provided, however, any Subsidiary of Parent or the Company shall be deemed a Covered Party solely during the period for which such Person is a Subsidiary of Parent or the Company). Each capitalized term used and not otherwise defined herein has the meaning ascribed to such term in the Merger Agreement (as defined below).

Recitals

WHEREAS**,** pursuant to and subject to the terms and conditions of that certain Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), by and among Parent, TB Acquisition Merger Sub LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent ("Merger Sub"), the Company, and, solely in its capacity as the Company Securityholder Representative thereunder, CC Payment Holdings, L.L.C., a Delaware limited liability company (the "Company Securityholder Representative"), among other matters, (i) Parent will domesticate as a Delaware corporation in accordance with the applicable provisions of the Companies Law (2018 Revision) of the Cayman Islands and the General Corporation Law of the State of Delaware, and (ii) Merger Sub will merge with and into the Company (the "Merger"), with the Company continuing as the surviving limited liability company and a subsidiary of Parent;

WHEREAS, the Company and its subsidiaries (collectively, the "Acquired Companies") are engaged in the business of providing electronic payment processing services to merchants in any or all of the payday lending, installment lending, buy-here, pay-here auto lending, collections, debt recovery and accounts receivable management industries (the "Business");

WHEREAS, the Restricted Party has obtained and developed substantial relationships with customers, merchants, vendors, employees and other business relations of the Acquired Companies which are a significant part of the value of the Acquired Companies and will be a recipient of a significant amount of the consideration payable by Parent in connection with the transactions contemplated by the Merger Agreement, and as such, will benefit from the Merger Agreement and the transactions contemplated thereby;

WHEREAS, Parent and the Company wish to protect their interests by restricting the activities of the Restricted Party which might compete with or harm the goodwill of the Covered Parties; and

WHEREAS, the Restricted Party is entering into this Agreement in order to induce Parent and the Company to enter into the Merger Agreement and consummate the transactions contemplated thereby, pursuant to which the Restricted Party will directly or indirectly receive a material benefit.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Restricted Party hereby covenants and agrees as follows:

1. NONCOMPETITION. During the period (the "Restricted Period") from the consummation of the transactions contemplated by the Merger Agreement (the "Closing") and continuing until the second (2^{nd}) anniversary of the date of the Closing, the Restricted Party shall not, directly or indirectly, engage or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, or be employed by, any business (other than a Covered Party) that is primarily engaged in the Business (a "Competitive Enterprise"); provided, that the Restricted Party may (a) purchase or otherwise acquire, as a passive investment, up to (but not more than) five percent (5%) of any class of securities of any Competitive Enterprise that are listed on a national securities exchange or traded on a national market system (but without otherwise participating in the activities of such enterprise) or (b) acquire, invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, or be employed by, any business that provides electronic payment processing services so long as (I) the revenues or gross profits derived by such business from merchants in the payday lending, installment lending, buy-here, pay-here auto lending, collections, debt recovery and accounts receivable management industries (the "Covered Industries") do not exceed fifteen percent (15%) of the total revenue or total gross profits, respectively, of such business during any twelve-month period during the Restricted Period and (II) the Restricted Party is not directly involved, in any material respect, in any such activities with respect to the Covered Industries.

2. NON-SOLICITATION OF PERSONNEL. During the Restricted Period, the Restricted Party shall not, directly or indirectly, whether for the Restricted Party's own account or for the account of any other Person (other than on behalf a Covered Party in the good faith performance of the Restricted Party's duties on behalf of the Covered Parties):

(a) solicit, employ, or otherwise engage as an employee, independent contractor or otherwise, any Person who was an employee or independent contractor of (i) any Acquired Company as of the Closing or during the six (6) month period prior to the Closing or (ii) any Covered Party as of the date of the relevant act prohibited by this Section 2 or during the six (6) month period prior thereto (any of the foregoing Persons described in clauses (i) or (ii), "Covered Personnel") or in any manner induce or attempt to induce any such Covered Personnel to terminate its employment or service with any of the Covered Parties; or

(b) interfere with the relationship of any of the Covered Parties with any Covered Personnel.

Notwithstanding the foregoing, the Restricted Party shall not be prohibited from (i) placing any advertisements for positions to the public generally that are not targeted at any Covered Personnel or (ii) the solicitation, employment or engagement of any Covered Personnel (A) whose employment or engagement was terminated by the Covered Parties due to a job elimination or reduction in force prior to commencement of employment or engagement discussions, (B) whose employment or engagement with the Covered Parties was terminated for any reason other than as set forth in clause (A) at least six (6) months prior to the commencement of employment or engagement discussions or (C) considered to be clerical or non-managerial general administrative staff (for the avoidance of doubt, excluding any sales, business development or product development, product support or product improvement personnel).

3. Non-Solicitation of Customers and Suppliers. During the Restricted Period, the Restricted Party shall not, directly or indirectly, whether for the Restricted Party's own account or for the account of any other Person (other than on behalf a Covered Party in the good faith performance of the Restricted Party's duties on behalf of the Covered Parties):

(a) solicit, induce, encourage or otherwise knowingly cause (or attempt to do any of the foregoing) any Covered Customer (as defined below) to (i) cease being, or not become, a customer or merchant of any Covered Party with respect to the Business or (ii) reduce the amount of business of such Covered Customer with any Covered Party, or otherwise alter such business relationship in a manner adverse to any Covered Party, in either case, with respect to or relating to the Business;

(b) interfere with or disrupt (or attempt to interfere with or disrupt) the contractual relationship between any Covered Party and any Covered Customer or divert any business with any Covered Customer relating to the Business from a Covered Party; or

(c) interfere with or disrupt (or attempt to interfere with or disrupt) the contractual relationship between any Covered Party and any Person that was a vendor, supplier, distributor, agent or other service provider of (i) an Acquired Company as of the Closing or during the six (6) month period prior to the Closing or (ii) a Covered Party as of the date of the relevant act prohibited by this Section 3(c) or during the six (6) month period prior thereto, in any case, for a purpose competitive with a Covered Party as it relates to the Business.

For purposes of this Agreement, a "Covered Customer" means any Person who is or was an actual customer or merchant of (A) an Acquired Company (or prospective customer or merchant with whom an Acquired Company actively marketed or made or took specific action to make a proposal) as of the Closing or during the six (6) month period prior to the Closing or (B) a Covered Party (or prospective customer or merchant with whom a Covered Party actively marketed or made or took specific action to make a proposal) as of the date of the relevant act prohibited by this Section 3 or during the six (6) month period prior thereto.

4. Restriction on Sale of Securities. The Restricted Party hereby agrees and covenants that, it will not, during the period from the date of the Closing and ending six (6) months following the date of the Closing (the "Lock-Up Period"), (i) offer, lend, pledge, hypothecate, encumber, donate, assign, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of, directly or indirectly, any limited liability company interests of the Surviving Company or any equity interests of Surviving Pubco (including Surviving Pubco Class A Shares) received or retained as consideration under the Merger Agreement, including securities held in escrow or otherwise issued or delivered after the Closing pursuant to the Merger Agreement (collectively, the "Restricted Securities") or file any registration statement under the Securities Act with respect to the Restricted Securities, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, the economic consequence of ownership of the Restricted Securities, or (iii) publicly disclose the intention to do any of the foregoing, whether any such transaction described in clauses (i), (ii) or (iii) above is to be settled by delivery of Restricted Securities in cash or otherwise (any of the foregoing described in clauses (i), (ii) or (iii), a "Prohibited Transfer"). If any Prohibited Transfer is made or attempted contrary to the provisions of this Agreement, such purported Prohibited Transfer shall be null and void ab initio, and Parent and the Company shall refuse to recognize any such purported transferee of the Restricted Securities as one of its equity holders for any purpose. In order to enforce this Section 4, Parent and the Company may impose stop-transfer instructions with respect to the Restricted Securities of the Restricted Party until the end of the Lock-Up Period, as well as include customary legends on any certificates for any of the Restricted Securities reflecting the restrictions under this Section 4.

5. Confidentiality. The Restricted Party will not, and will cause its Representatives to not, disclose or use at any time, either during the Restricted Party's employment or service or at any time thereafter, any Confidential Information of which the Restricted Party or such Representative, as applicable, is or becomes aware, whether or not such information is developed by the Restricted Party or any of its Representatives, except to the extent that such disclosure or use is directly related to and required by the Restricted Party's or its Representatives' performance in good faith of duties assigned to the Restricted Party or its Representatives by a Covered Party. The Restricted Party and its Representatives will take all appropriate steps to safeguard Confidential Information in its possession and to protect it against disclosure, misuse, espionage, loss and theft. Nothing herein shall be construed to prevent disclosure of Confidential Information (a) to the extent necessary in connection with the defense of any Action involving the Restricted Party or its Representatives (provided, that the Restricted Party or such Representative, as applicable, shall use its commercially reasonable efforts to ensure that confidential treatment is afforded to such Confidential Information) or (b) to prohibit or impede the Restricted Party from communicating, cooperating or filing a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a "Governmental Entity") with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise making disclosures to any Governmental Entity, in each case under such clause (b), that are protected under the whistleblower provisions of any such law or regulation, provided that in each case such communications and disclosures are consistent with applicable law. The Restricted Party understands and acknowledges that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Restricted Party understands and acknowledges further that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order. The obligations in this Section 5 will not (x) prohibit the Restricted Party from disclosing Confidential Information to its Representatives who have a reasonable need to know such information in connection with their role as a Representative of the Restricted Party or (y) apply to any Confidential Information which is required to be disclosed by the Restricted Party or its Representatives pursuant to any law, rule, regulation, order of any administrative body or court of competent jurisdiction or other legal process; provided that (i) to the extent permitted by applicable law, the applicable Covered Party is given reasonable prior written notice, (ii) to the extent permitted by applicable law, the Restricted Party cooperates (and causes its Representatives to cooperate) with any reasonable request of any Covered Party to seek to prevent or narrow such disclosure and (iii) if after compliance with clauses (i) and (ii) such disclosure is still required, the Restricted Party and its Representatives only disclose such portion of the Confidential Information that is expressly required by such legal process, as such requirement may be subsequently narrowed. Notwithstanding the foregoing, under no circumstance will the Restricted Party or any of its Representatives be authorized to disclose any information covered by attorney-client privilege or attorney work product of any Covered Party or any of their respective controlled Affiliates without prior written consent of the Company's (or following the Closing, Surviving Pubco's) General Counsel or other officer designated by the Company (or, following the Closing, the Surviving Pubco).

For purposes of this Agreement the term "Confidential Information" shall mean all material and information that is not generally known to the public (but for purposes of clarity, Confidential Information shall never exclude any such information that becomes known to the public because of the Restricted Party's or its Representatives' unauthorized disclosure) obtained by the Restricted Party prior to the end of the Restricted Period and relating to the business, affairs and assets of any Covered Party or a controlled Affiliate thereof, regardless of whether such material and information is maintained in physical, electronic, or other form, including without limitation any of the following with respect to any of the Covered Parties or their respective controlled Affiliates (A) business, operating or strategic plans, (B) products or services, (C) fees, costs and pricing structures, (D) designs, (E) analyses, (F) drawings, photographs and reports, (G) computer software, including operating systems, applications and program listings, (H) flow charts, manuals and documentation, (I) databases, (J) accounting and business methods, (K) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (L) customers and clients and customer or client lists, (M) other copyrightable works, (N) all production methods, processes, technology and trade secrets, and (O) all similar and related information in whatever form. Confidential Information also includes information disclosed to any Covered Party by third parties to the extent that a Covered Party has an obligation of confidentiality in connection therewith. Confidential Information will not include any information that has been published in a form generally available to the public (except as a result of the Restricted Party's or its Representatives' unauthorized disclosure) prior to the date the Restricted Party proposes to disclose or use such information. Confidential Information will not be deemed to have been published or otherwise disclosed merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

6. VOTING.

(a) Prior to the date on which this Agreement is terminated in accordance with its terms (the "Voting Period"), at each meeting of the Company Equity Holders, and in each written consent or resolutions of any of the Company Equity Holders in which the Restricted Party is entitled to vote or consent, the Restricted Party hereby unconditionally and irrevocably agrees to be present for such meeting and vote (in person or by proxy), or consent to any action by written consent or resolution with respect to, as applicable, any limited liability company or other equity interests of the Company which the Restricted Party beneficially owns, holds or over which the Restricted Party otherwise has voting power (the "Units") (i) in favor of, and adopt, the Merger Agreement, the Transaction Documents, the Merger and the other Transactions in accordance with the DLLCA and the Company's Organizational Documents, (ii) in favor of the other matters set forth in the Merger Agreement to the extent required for the Company to carry out its obligations thereunder, and (iii) vote the Units in opposition to: (A) any Acquisition Proposal and any and all other proposals (x) that could reasonably be expected to delay or impair the ability of the Company to consummate the Merger or any of the other Transactions or (y) which are in competition with or materially inconsistent with the Merger Agreement or the Transaction Documents or (B) any other action or proposal involving the Company or any of its Subsidiaries that is intended, or would reasonably be expected, to prevent, impede, interfere with, delay, postpone or adversely affect in any material respect the Transactions or would reasonably be expected to result in any of the conditions to the Company's obligations under the Merger Agreement not being fulfilled.

(b) The Restricted Party agrees not to deposit, and to cause its Affiliates not to deposit, any Units owned by the Restricted Party or the Restricted Party's Affiliates in a voting trust or subject any Units to any arrangement or agreement with respect to the voting of such Units, unless specifically requested to do so by the Company and Parent in connection with the Merger Agreement, the Transaction Documents or the Transactions.

(c) The Restricted Party agrees, except as contemplated by the Merger Agreement or the Transaction Documents, not to make, or in any manner participate in, directly or indirectly, a "solicitation" of "proxies" or consents (as such terms are used in the rules of the SEC) or powers of attorney or similar rights to vote, or seek to advise or influence any Person with respect to the voting of, any limited liability company or other equity interests of the Company in connection with any vote or other action with respect to the Transactions, other than to recommend that the Company Equity Holders vote in favor of the adoption of the Merger Agreement, the Transaction Documents and the Transactions and any other proposal the approval of which is a condition to the obligations of the parties under the Merger Agreement (and any actions required in furtherance thereof and otherwise as expressly provided in this Section 6).

(d) The Restricted Party agrees to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to the Merger Agreement, the Transaction Documents, the Merger or any of the other Transactions.

(e) The Restricted Party agrees that during the Voting Period it shall not, and shall cause its Affiliates not to, without Parent's and the Company's prior written consent, (A) make or attempt to make any Prohibited Transfer (but for purposes of this Section 6(e), including Units within the term "Restricted Securities" in the definition of "Prohibited Transfer"), except (i) to an Affiliate who agrees in writing to be bound by this Section 6 or (ii) for the transfer of up to 1,218.65612 Class A-2 units to an organization exempt from federal income tax under Section 501(c)(3) of the Code who agrees in writing to be bound by this Section 6 during the Voting Period; (B) grant any proxies or powers of attorney with respect to any or all of the Units; or (C) take any action with the intent to prevent, impede, interfere with or adversely affect the Restricted Party's ability to perform its obligations under this Section 6. The Company hereby agrees to reasonably cooperate with Parent in enforcing the transfer restrictions set forth in this Section 6.

(f) The Restricted Party hereby represents and warrants to Parent and the Company that as of the date hereof, the Restricted Party has beneficial ownership over the type and number of the Units set forth under the Restricted Party's name on the signature page hereto, is the lawful owner of such Units, has the sole power to vote or cause to be voted such Units, and has good and valid title to such Units, free and clear of any and all pledges, mortgages, encumbrances, charges, proxies, voting agreements, liens, adverse claims, options, security interests and demands, other than those imposed by this Agreement, applicable securities Laws or the Company's Organizational Documents, as in effect on the date hereof.

(g) In the event of any equity dividend or distribution, or any change in the equity interests of the Company by reason of any equity dividend or distribution, equity split, recapitalization, combination, conversion, exchange of equity interests or the like, the term "Units" shall be deemed to refer to and include the Units as well as all such equity dividends and distributions and any securities into which or for which any or all of the Units may be changed or exchanged or which are received in such transaction. The Restricted Party agrees during the Voting Period to notify Parent promptly in writing of the number and type of any additional Units acquired by the Restricted Party, if any, after the date hereof.

(h) During the Voting Period, the Restricted Party agrees to provide to Parent, the Company and their respective Representatives any information regarding the Restricted Party or the Units that is reasonably requested by Parent, the Company or their respective Representatives and required in order for the Company to comply with Sections 5.10 and 5.11 of the Merger Agreement. The Restricted Party agrees to be bound by Section 11.15 of the Merger Agreement as if it were a party thereto. To the extent required by applicable Law, the Restricted Party hereby authorizes the Company and Parent to publish and disclose in any announcement or disclosure required by the SEC, Nasdaq or the Registration Statement (including all documents and schedules filed with the SEC in connection with the foregoing), the Restricted Party's identity and ownership of the Units and the nature of the Restricted Party's commitments and agreements under this Agreement, the Merger Agreement and any other Transaction Documents; provided that such disclosure is made in compliance with the provisions of the Merger Agreement, including, without limitation, Sections 5.3, 5.10, 5.11 and 11.15 thereof.

7. Remedies. The period of time applicable to any covenant in this Agreement for the Restricted Party shall be extended by the duration of any breach or violation by the Restricted Party of such covenant. The expiration of the Restricted Period will not relieve the Restricted Party of any obligation or liability arising from any breach by the Restricted Party of this Agreement during the Restricted Period. The Restricted Party acknowledges and agrees that the covenants contained in this Agreement are reasonable and necessary to protect the business and interests of the Covered Parties and their Affiliates and that any breach of these covenants would cause substantial irreparable injury. Accordingly, the Restricted Party agrees that a remedy at law for any breach of the foregoing covenants would be inadequate and that the Covered Parties and their Affiliates, in addition to any other remedies available, shall be entitled to obtain preliminary and permanent injunctive relief to secure specific performance of such covenants and to prevent a breach or contemplated breach of such covenants without the necessity of proving actual damage or posting a bond or other security. The Restricted Party will be responsible for any breach or violation of this Agreement by its Representatives. In the event of any Action under this Agreement between the Restricted Party and a Covered Party, the non-prevailing party in such Action will pay its own expenses and the reasonable out-of-pocket expenses, including reasonable attorneys' fees and costs, incurred by the other party.

8. Severability. Each provision of this Agreement is separable from every other provision of this Agreement. If any provision of this Agreement is found or held to be invalid, illegal or unenforceable, in whole or in part, by a court of competent jurisdiction, then (i) such provision will be deemed amended to conform to applicable laws so as to be valid, legal and enforceable to the fullest possible extent, (ii) the invalidity, illegality or unenforceability of such provision will not affect the validity, legality or enforceability of such provision under any other circumstances or in any other jurisdiction, and (iii) the invalidity, illegality or unenforceability of such provision will not affect the validity, legality or enforceability of the remainder of such provision or the validity, legality or enforceability of any other provision of this Agreement. Without limiting the foregoing, if any covenant of the Restricted Party in this Agreement is held to be unreasonable, arbitrary, or against public policy, such covenant shall be considered to be divisible with respect to scope, time and geographic area, and such lesser scope, time or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, shall be effective, binding and enforceable against the Restricted Party. The Restricted Party agrees that the covenants set forth in this Agreement shall be deemed to be a series of separate covenants for each month within the applicable Restricted Period and separate covenants for each country within the world.

9. Governing Law; Submission to Jurisdiction; Waiver of Jury. Section 11.6 and Section 11.7 of the Merger Agreement are incorporated herein by reference, *mutatis mutandis*.

10. Waiver. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Any extension or waiver in favor of the Restricted Party of any provision hereto shall be valid only if set forth in an instrument in writing signed by Parent and the Company; and provided, that any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

11. Headings; Interpretation; Counterparts. The provisions of Sections 10.3 and 11.4 of the Merger Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

12. Replacement Of Prior Agreement. The 2016 Buyer and the Restricted Party hereby acknowledge and agree that this Agreement, upon effectiveness in accordance with Section 16(b) below, shall supersede and replace the Restricted Covenant Agreement dated as of July 22, 2016, by the Restricted Party, in favor of, and for the benefit of the 2016 Buyer.

13. Waiver Against Trust. The provisions of Section 9.2 of the Merger Agreement are hereby incorporated herein by reference, *mutatis mutandis*, with any reference to the Company thereunder instead referring to the Restricted Party and any reference to the "Agreement" thereunder instead referring to this Agreement.

14. Successors and Assigns; Third Party Beneficiaries. This Agreement will be binding upon the Restricted Party and its successors and permitted assigns, and will inure to the benefit of the Covered Parties and their respective successors and permitted assigns. The Restricted Party agrees that its obligations under this Agreement are personal and will not be assigned or delegated by the Restricted Party without the consent of the Parent and the Company. The Covered Parties may not assign or delegate their rights or obligations under this Agreement without the prior written consent of the Restricted Party (provided, that the Restricted Party will not unreasonably withhold, delay or condition its consent to an assignment of all of the Parent's or the Company's rights under this Agreement to any Person which acquires, in one or more transactions, at least a majority of the equity securities (whether by equity sale, merger or otherwise) of the Parent or the Company or all or substantially all of the assets of the Parent and its Subsidiaries or the Company and its Subsidiaries, in either case, taken as a whole). Any purported assignment or delegation in violation hereof shall be null and void ab initio. Each of the Covered Parties are express third party beneficiaries of this Agreement and will be considered parties under and for purposes of this Agreement.

15. Amendments. This Agreement may only be amended or modified by an instrument in writing signed by each of the Restricted Party, Parent and the Company.

16. Effectiveness.

(a) Section 6 of this Agreement shall become effective as of the date hereof. Section 6 of this Agreement shall automatically terminate (without the requirement of any action by any party hereto) and be of no further force or effect upon the earliest to occur of (i) the Closing and (ii) the date of the termination of the Merger Agreement prior to the Closing.

(b) Except as set forth in Section 16(a), this Agreement shall become effective at the Closing. In the event of a termination of the Merger Agreement prior to the Closing, this Agreement shall automatically terminate (without the requirement of any action by any party hereto) and be of no further force or effect.

[*Remainder of page intentionally left blank*]

In Witness Whereof, the Restricted Party has duly executed and delivered this Agreement as of the date first above written.

[●]

Number and Type of Units:

[●]

By:
Name:
Title:

Number and Type of Units:

Agreed and Acknowledged effective as of the date first written above (solely for purposes of Section 12):

HAWK BUYER HOLDINGS, LLC

By:
Name:
Title:

[Signature Page to Company Equity Holder Support Agreement]

Exhibit 10.7

Thunder Bridge Acquisition LLC
9912 Georgetown Pike, Suite D203
Great Falls, Virginia 22066

January 21, 2019

Thunder Bridge Acquisition, Ltd.
9912 Georgetown Pike, Suite D203
Great Falls, Virginia 22066
Attention: Chief Executive Officer

Re: Sponsor Earnout Letter

Ladies and Gentlemen:

Reference is hereby made to that certain Agreement and Plan of Merger, dated as of January 21, 2019 (as amended, the "***Merger Agreement***") by and among Thunder Bridge Acquisition Ltd., a Cayman Islands exempted company (including any successor entity thereto, including upon the Domestication (as defined in the Merger Agreement), "***Parent***"), TB Acquisition Merger Sub LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent ("***Merger Sub***"), Hawk Parent Holdings LLC, a Delaware limited liability company (including the successor entity in its merger with Merger Sub pursuant to the Merger Agreement, the "***Company***") and, solely in its capacity as the Company Securityholder Representative, CC Payment Holdings, L.L.C., a Delaware limited liability company. Any capitalized term used but not defined herein will have the meanings ascribed thereto in the Merger Agreement.

In connection with the Merger Agreement, and pursuant to the authority of the undersigned Managing Member of Thunder Bridge Acquisition LLC, a Delaware limited liability company ("***Sponsor***"), under the Organizational Documents of Sponsor to enter into arrangements with respect to Founder Shares (as defined below) to facilitate the initial business combination of Parent, Sponsor agrees to enter into this letter agreement (this "***Agreement***") with Parent and the Company relating to the 6,450,000 Class B ordinary shares, par value $0.0001 per share, of Parent (including the Surviving Pubco Class A Shares into which such shares are converted pursuant to the Domestication in accordance with the Merger Agreement, "***Founder Shares***") initially purchased by Sponsor in a private placement prior to Parent's initial public offering, which shares are currently held by Sponsor.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sponsor, the Company and Parent hereby agree as follows:

1. Sponsor hereby agrees that prior to the Closing it shall enter into an Escrow Agreement with Surviving Pubco and Continental Stock Transfer and Trust, as escrow agent (the "***Escrow Agent***"), in substantially the form attached as Exhibit A hereto (the "***Sponsor Escrow Agreement***"), and upon and subject to the Closing, Sponsor shall (i) deliver to the Surviving Pubco 400,000 of the Founder Shares (subject to equitable adjustment for stock splits, stock dividends, reorganizations, combinations, recapitalizations and similar transactions affecting the Surviving Pubco Class A Shares or Successor Shares (as defined below) after the date of this Agreement) for cancellation by the Surviving Pubco and (ii) deposit 3,900,000 of the Founder Shares (subject to equitable adjustment for stock splits, stock dividends, reorganizations, combinations, recapitalizations and similar transactions affecting the Surviving Pubco Class A Shares or Successor Shares after the date of this Agreement) (together with any equity securities paid as dividends or distributions with respect to such shares or into which such shares are exchanged or converted, and in each case only to the extent held in the Sponsor Escrow Account, the "***Sponsor Escrow Shares***") into a segregated escrow account (the "***Sponsor Escrow Account***") with the Escrow Agent, to be held, along with any other dividends, distributions or other income on the Sponsor Escrow Shares ("***Escrow Earnings***"), in the Sponsor Escrow Account and disbursed in accordance with the terms of this Agreement and the Sponsor Escrow Agreement.

2. Sponsor shall not sell, transfer, or otherwise dispose of, or hypothecate or otherwise grant any interest in or to, the Sponsor Escrow Shares. Except as otherwise set forth in this Agreement, all of the Sponsor Escrow Shares, together with any Escrow Earnings, shall be retained in the Sponsor Escrow Account unless and until a Stock Price Trigger (as defined below) or Triggering Event (as defined below) has occurred. In the event that, as of the date that is seven (7) years following the Closing Date (the "***Termination Date***", and the period from the Closing Date until and including the Termination Date, the "***Contingent Period***"), neither the Second Stock Price Trigger nor any Triggering Event has occurred, Sponsor will forfeit the remaining Sponsor Escrow Shares and any remaining Escrow Earnings in the Sponsor Escrow Account, and the Escrow Agent shall deliver such Sponsor Escrow Shares and such Escrow Earnings to the Surviving Company (with any Sponsor Escrow Shares to be delivered to Surviving Pubco in certificated or book entry form for cancellation by Surviving Pubco). Surviving Pubco and Sponsor shall give joint written instructions to the Escrow Agent to release the applicable Sponsor Escrow Shares promptly (but in any event within five (5) Business Days) after the occurrence of a Stock Price Trigger or Triggering Event; provided, that Surviving Pubco shall notify Sponsor in writing at least three (3) Business Days in advance of and provide written instructions to the Escrow Agent to release one hundred percent (100%) of the Sponsor Escrow Shares upon the occurrence of a Triggering Event described in Sections 6(a), 6(b) or 6(c).

3. Until and unless the Sponsor Escrow Shares are forfeited, other than as expressly set forth in this Agreement or the Sponsor Escrow Agreement, Sponsor shall have full ownership rights to the Sponsor Escrow Shares, including, without limitation, the right to vote the Sponsor Escrow Shares, except that any Escrow Earnings shall be retained in the Sponsor Escrow Account, to be held in accordance with the terms of this Agreement and the Sponsor Escrow Agreement.

4. Fifty percent (50%) of the Sponsor Escrow Shares shall vest, no longer be subject to forfeiture and be released from the Sponsor Escrow Account if the closing price of Surviving Pubco Class A Shares or any equity security that is the successor to Surviving Pubco Class A Shares ("***Successor Shares***") on the principal exchange on which such securities are then listed or quoted shall have been at or above $11.50 (in each case, subject to equitable adjustment for stock splits, stock dividends, reorganizations, combinations, recapitalizations and similar transactions affecting the Surviving Pubco Class A Shares or Successor Shares after the date of this Agreement) for twenty (20) trading days (which need not be consecutive) over a thirty (30) trading day period at any time during the Contingent Period (the "***First Stock Price Trigger***").

5. One hundred percent (100%) of the Sponsor Escrow Shares shall vest, no longer be subject to forfeiture and be released from the Sponsor Escrow Account if the closing price of Surviving Pubco Class A Shares or any Successor Shares on the principal exchange on which such securities are then listed or quoted shall have been at or above $12.50 (in each case, subject to equitable adjustment for stock splits, stock dividends, reorganizations, combinations, recapitalizations and similar transactions affecting the Surviving Pubco Class A Shares or Successor Shares after the date of this Agreement) for twenty (20) trading days (which need not be consecutive) over a thirty (30) trading day period at any time during the Contingent Period (the "***Second Stock Price Trigger***" and together with the First Stock Price Trigger, the "***Stock Price Triggers***").

6. One hundred percent (100%) of the Sponsor Escrow Shares shall vest, no longer be subject to forfeiture and be released from the Sponsor Escrow Account upon the first of any of the following to occur (a "***Triggering Event***"):

   (a) if Surviving Pubco shall engage in a "going private" transaction pursuant to Rule 13e-3 under the Securities Exchange Act 1934, as amended (the "***Exchange Act***") or otherwise cease to be subject to reporting obligations under Sections 13 or 15(d) of the Exchange Act;

   (b) if Surviving Pubco Class A Shares or Successor Shares shall cease to be listed on a national securities exchange, other than for the failure to satisfy:

      (i) any applicable minimum listing requirements, including minimum round lot holder requirements, of such national securities exchange, unless such failure is caused by an action or omission of Surviving Pubco or its Subsidiaries taken after the Closing with the primary intent of causing, or which would otherwise reasonably be expected to cause, the Surviving Pubco to violate such applicable minimum listing requirements; or

      (ii) a minimum price per share requirement of such national securities exchange;

   (c) if any of the following shall occur:

      (i) there is consummated a merger or consolidation of the Surviving Pubco with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, either (x) the Surviving Pubco board of directors immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (y) the voting securities of the Surviving Pubco immediately prior to such merger or consolidation do not continue to represent or are not converted into more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof; or

      (ii) the shareholders of the Surviving Pubco approve a plan of complete liquidation or dissolution of the Surviving Pubco or there is consummated an agreement or series of related agreements for the sale, lease or other disposition, directly or indirectly, by the Surviving Pubco of all or substantially all of the asset of Surviving Pubco and its Subsidiaries, taken as a whole, other than such sale or other disposition by the Surviving Pubco of all or substantially all of the assets of the Surviving Pubco and its Subsidiaries, taken as a whole, to an entity at least 50% of the combined voting power of the voting securities of which are owned by shareholders of the Surviving Pubco in substantially the same proportions as their ownership of the Surviving Pubco immediately prior to such sale; or

      (iii) any Person or any group of Persons acting together which would constitute a "group" for purposes of Section 13(d) of the Exchange Act or any successor provisions thereto (excluding a corporation or other entity owned, directly or indirectly, by the stockholders of the Surviving Pubco in substantially the same proportions as their ownership of stock of the Surviving Pubco) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Surviving Pubco representing more than 50% of the combined voting power of the Surviving Pubco's then outstanding voting securities.

7. Sponsor hereby agrees that in the event that the sum of (i) the Parent Transaction Expenses, plus (ii) the Parent Indebtedness, in each case as of immediately prior to the Effective Time, as finally determined pursuant to Section 15 hereof and as set forth in the Final Parent Expense Statement (the "***Parent Expenses***") is greater than $20,000,000 (the "***Parent Expense Cap***"), then within three (3) Business Days following the determination thereof, Sponsor will forfeit a number of Sponsor Escrow Shares equal in value to the amount by which the Parent Expenses exceed the Parent Expense Cap, with each Sponsor Escrow Share valued for such purposes at the Redemption Price. For the avoidance of doubt, the forfeited Sponsor Escrow Shares shall be allocated evenly between the Sponsor Escrow Shares subject to each of the Stock Price Triggers.

8. Notwithstanding anything to the contrary herein, at or prior to the Closing, Sponsor may transfer any Founder Shares to any third-party investor who provides equity or debt financing for the transactions contemplated by the Merger Agreement without the consent of Surviving Pubco (subject to compliance with the provisions of the letter agreement, dated as of June 18, 2018 by and among Parent, Sponsor and the directors and officers of Parent named therein (the "***Insider Letter***")); provided that (i) any Founder Shares so transferred shall continue to be subject to the terms and conditions of the Insider Letter and, unless otherwise agreed in writing by the Company and Sponsor, the terms and conditions of this Agreement (other than Sections 7, 13 and 14) and the Sponsor Escrow Agreement, (ii) the transferee of such shares shall sign a joinder to this Agreement agreeing to be bound by the obligations applicable to Sponsor and the Founder Shares in this Agreement (other than Sections 7, 13 and 14), in form and substance reasonably acceptable to the Company, and (iii) prior to the Closing, Sponsor may not transfer in excess of 2,150,000 Founder Shares in the aggregate without the prior written consent of the Company.

9. Within ten (10) days following the Closing, Sponsor shall distribute to its members any securities of Parent that it owns in accordance with its Organizational Documents, subject to the terms of this Agreement and the Sponsor Escrow Agreement (the "***Liquidation***").

10. This Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof; provided, that for the avoidance of doubt, nothing herein shall affect the terms and conditions of the Insider Letter. This Agreement may not be changed, amended, modified or waived as to any particular provision, except by a written instrument executed by both parties hereto.

11. Subject to Section 8 above, neither party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other party; provided, that in the event of the Liquidation, Sponsor may, without obtaining the consent of any other party hereto, transfer Sponsor's rights to the Sponsor Escrow Shares and any Escrow Earnings and its rights and obligations under this Agreement and the Sponsor Escrow Agreement to its members so long as such members agree in writing to be bound by the terms of this Agreement and the Sponsor Escrow Agreement that apply to Sponsor hereunder and thereunder; provided, further, that upon any such Liquidation, all of the rights of Sponsor hereunder (other than the rights to receive the Sponsor Escrow Shares and any Escrow Earnings upon their release from the Sponsor Escrow Account in accordance with this Agreement and the Sponsor Escrow Agreement, which rights shall be belong to the Sponsor's members in accordance with such liquidation) shall automatically be assigned to Gary A. Simanson, solely in his capacity as representative of the Sponsor members in order to ensure continued enforcement of the escrow arrangements on behalf and for the benefit of the Sponsor members, without any further action by any party hereto or any other Person. Any purported assignment in violation of this Section 11 shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Agreement shall be binding on the undersigned parties and their respective successors and permitted assigns.

12. This Agreement shall be construed, interpreted and enforced in a manner consistent with the provisions of the Merger Agreement. The provisions set forth in Sections 10.3, 11.4, 11.6, 11.7(a), 11.8, 11.9, 11.11, 11.12 and 11.13, of the Merger Agreement, as in effect as of the date hereof, are hereby incorporated by reference into, and shall be deemed to apply to, this Agreement as if all references to the "Agreement" in such sections were instead references to this Agreement.

13. Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be in writing and shall be sent in the same manner as provided in Section 11.1 of the Merger Agreement. Notices to Sponsor shall be sent to the following address: Thunder Bridge Acquisition LLC, 9912 Georgetown Pike, Suite D203, Great Falls, Virginia 22066, Attention: Gary Simanson, Telephone: (202) 431-0507, Email: gsimanson@thunderbridge.us; with a copy (which shall not constitute notice) to Ellenoff Grossman & Schole LLP, 1345 Avenue of the Americas, 11th Floor, New York, New York 10105, Attention: Douglas Ellenoff, Esq. and Matthew A. Gray, Esq., Telephone: (212) 370-1300, Email: ellenoff@egsllp.com and mgray@egsllp.com (or such other address as shall be specified in a notice given in accordance with this Section 13 and Section 11.1 of the Merger Agreement).

14. For purposes of this Agreement:

(a) "***Parent Transaction Expenses***" means, to the extent payable by the Surviving Pubco, any of its Subsidiaries or any of the Acquired Companies at or after the Closing (and not paid before the Closing), all costs and expenses incurred by or on behalf of Parent or any of its Subsidiaries at or prior to the Closing in connection with the negotiation, preparation, execution and performance of the Merger Agreement, the Transaction Documents and consummation of the Transactions and any related agreements in connection with the Transactions, including, without limitation, all fees and out of pocket expenses due all attorneys, accountants and financial advisors of Parent or any of its Subsidiaries, and any success fees due or otherwise earned upon the Closing. For the avoidance of doubt, the Surviving Pubco Transaction Expenses shall (i) exclude (A) any Transaction Expenses or other costs or expenses incurred by the Company or any of its Subsidiaries or (B) any Parent Indebtedness, and (ii) include the costs and expenses payable to Chapman and Cutler LLP, Ellenoff Grossman & Schole LLP, Grant Thornton and Morgan Stanley; and

(b) "***Parent Indebtedness***" means, without duplication, the aggregate amount of (i) the Surviving Pubco Indebtedness, (ii) any other indebtedness or obligation of the Surviving Pubco or any of its Subsidiaries reflected or required to be reflected as a liability on a consolidated balance sheet in accordance with GAAP (including any current liabilities of the Surviving Pubco or any of its Subsidiaries), and (iii) all obligations described in the foregoing clause (ii) of any other Person which is guaranteed by the Surviving Pubco or any of its Subsidiaries (as surety or otherwise) or which is secured by any of the assets of the Surviving Pubco or any of its Subsidiaries. For the avoidance of doubt, the Surviving Pubco Indebtedness shall (A) exclude (w) any obligations of the Surviving Pubco or any of its Subsidiaries under any performance bond or letter of credit to the extent undrawn, uncalled and unclaimed, (x) any intercompany Liability of the Surviving Pubco or any of its Subsidiaries, (y) any Unpaid Company Indebtedness (including any amounts that are not satisfied at the Closing) and (z) any Debt Financing, and (B) include the deferred underwriting fee payable to the Parent's underwriters in connection with the IPO.

15. Parent Expenses shall be determined as follows:

(a) No less than three (3) Business Days prior to the Closing Date, Parent shall prepare and deliver to the Company a statement (the "***Estimated Parent Expenses Statement***"), duly executed by an officer of Parent, setting forth Parent's good faith estimate of the Surviving Pubco Transaction Expenses and the Surviving Pubco Indebtedness as of immediately prior to the Effective Time. The Estimated Parent Expenses Statement (i) shall be derived in good faith and (ii) shall be prepared on a consolidated basis in accordance with GAAP. Promptly after delivering the Estimated Parent Expenses Statement to the Company, Parent will meet with the Company (which meeting may be telephonic) to review and discuss the Estimated Parent Expenses Statement, and Parent will consider in good faith the Company's comments to the Estimated Parent Expenses Statement, and, to the extent mutually agreed upon by the Company, Parent and Sponsor, each acting reasonably and in good faith, make any appropriate adjustments to the Estimated Parent Expenses Statement prior to the Closing, which adjusted Estimated Parent Expenses Statement shall thereafter become the Estimated Parent Expenses Statement for all purposes of this Agreement; provided, however, that if the Company, Parent and Sponsor are unable to reach mutual agreement on any such adjustments, the Estimated Parent Expenses Statement delivered by Parent shall be the Estimated Parent Expenses Statement for all purposes of this Agreement.

(b) Within seventy-five (75) calendar days after the Closing Date, the Surviving Pubco shall prepare and deliver to Sponsor a statement (the "***Closing Parent Expenses Statement***"), duly executed by an officer of the Surviving Pubco, setting forth the Surviving Pubco's determination of the Surviving Pubco Transaction Expenses and the Surviving Pubco Indebtedness as of immediately prior to the Effective Time. The Closing Adjustment Statement (i) shall be derived in good faith and (ii) shall be prepared on a consolidated basis in accordance with GAAP. The Closing Parent Expenses Statement, as proposed by the Surviving Pubco pursuant to this Section 15(b), shall be deemed for purposes of this Section 15 to be the "***Final Parent Expenses Statement***", the Surviving Pubco Transaction Expenses and the Surviving Pubco Indebtedness reflected thereon shall be deemed for purposes of this Agreement to be the Parent Expenses and each shall be final and binding on all parties hereto, unless Sponsor timely delivers to the Surviving Pubco an Objection Notice in accordance with Section 15(c). The Surviving Pubco shall, and shall cause the Surviving Company to, provide to Sponsor reasonable access to the Acquired Companies' Books and Records as Sponsor may reasonably request in connection with its review of the Closing Parent Expenses Statement and shall cause the personnel of the Acquired Companies to reasonably cooperate with Sponsor in connection with its review of the Closing Adjustment Statement.

(c) In the event that Sponsor disputes the Closing Parent Expenses Statement delivered by the Surviving Pubco pursuant to Section 15(b) or the amount of the Surviving Pubco Transaction Expenses or Surviving Pubco Indebtedness reflected thereon, Sponsor shall notify the Surviving Pubco in writing (the "***Sponsor Objection Notice***") of such dispute, within thirty (30) calendar days after delivery of the Closing Parent Expenses Statement pursuant to Section 15(b). Any such Sponsor Objection Notice shall specify those items or amounts as to which Sponsor disagrees and shall describe in reasonable detail the basis for such dispute. The Surviving Pubco and Sponsor shall use commercially reasonable efforts to resolve such differences regarding the determination of the disputed items or amounts for a period of thirty (30) calendar days after the Surviving Pubco's receipt of the Sponsor Objection Notice. If the Surviving Pubco and Sponsor reach a final resolution on the Closing Adjustment Statement within thirty (30) calendar days after the Surviving Pubco's receipt of the Sponsor Objection Notice (or within any additional period as mutually agreed to between the Surviving Pubco and Sponsor), then the Closing Parent Expenses Statement agreed upon by the Surviving Pubco and Sponsor shall be deemed for purposes of this Agreement to be the "***Final Parent Expenses Statement***", the Surviving Pubco Transaction Expenses and the Surviving Pubco Indebtedness reflected thereon shall be deemed for purposes of this Agreement to be the Parent Expenses and each shall be final and binding on all parties hereto.

(d) If at the conclusion of such thirty- (30-) day period Sponsor and the Surviving Pubco have not reached an agreement on any objections with respect to the Closing Parent Expenses Statement, then upon the written request of either Sponsor or the Surviving Pubco, Sponsor and the Surviving Pubco will refer the dispute to the Neutral Accountant for final resolution of the dispute in accordance with the dispute resolution procedures set forth in Section 2.5(d), (e), (f) and (i) of the Merger Agreement (with any reference therein to (i) the Company Securityholder Representative instead referring to Sponsor, (ii) the Objection Statement instead referring to the Sponsor Objection Statement, (iii) the Closing Adjustment Statement instead referring to the Closing Parent Expenses Statement, (iv) the Final Closing Adjustment Statement instead referring to the Final Parent Expenses Statement, and (v) the Closing Adjustment Items instead referring the Parent Expenses).

(e) The Parties hereby acknowledge and agree that after the Closing, the Post-Closing Directors other than the Excluded Directors (collectively, the "***Non-Parent Directors***") are authorized and shall have the sole right to act and make or provide any determinations, consents, agreements, settlements or notices on behalf of the Surviving Pubco under this Agreement and to enforce the Surviving Pubco's rights and remedies under this Agreement, in each case with respect to any adjustments under this Section 15 (and related provisions under the Sponsor Escrow Agreement). For purposes hereof, the "***Excluded Directors***" shall mean, collectively, Gary Simanson, Peter J. Kight, Bob A. Hartheimer and Maryann Goebel (or if any such individual is a Withdrawing Director, the replacement for such individual prior to the Closing).

16. Each of the parties hereto represents and warrants that (i) it has the power and authority, or capacity, as the case may be, to enter into this Agreement and to carry out its obligations hereunder, (ii) except in the case of a natural person, the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly and validly authorized by all corporate or limited liability company action on its part and (iii) this Agreement has been duly and validly executed and delivered by each of the parties hereto and constitutes, a legal, valid and binding obligation of each such party enforceable in accordance with its terms, except as such enforceability may be limited by the Enforcement Exceptions. The Managing Member of the Sponsor represents and warrants that it has the power and authority pursuant to the Organizational Documents of the Sponsor to enter into this Agreement, and agrees to take such actions in accordance with such Organizational Documents as may be necessary or advisable to cause the Sponsor to comply with its obligations hereunder.

17. This Agreement shall terminate at such time, if any, as the Merger Agreement is terminated in accordance with its terms prior to the Closing, and upon such termination this Agreement shall be null and void and of no effect whatsoever, and the parties hereto shall have no obligations under this Agreement.

{Remainder of Page Left Blank; Signature Page Follows}

Please indicate your agreement to the foregoing by signing in the space provided below.

THUNDER BRIDGE ACQUISITION LLC

By: /s/ Gary A. Simanson
Name: Gary A. Simanson
Title: Managing Member

Accepted and agreed, effective as of the date first set forth above:

THUNDER BRIDGE ACQUISITION, LTD

By: /s/ Gary A. Simanson
Name: Gary A. Simanson
Title: Chief Executive Officer

HAWK PARENT HOLDINGS LLC

By: /s/ John A. Morris
Name: John A. Morris
Title: Chief Executive Officer

{Signature Page to Sponsor Earnout Letter}

Agreed and acknowledged, effective as of the date first set forth above:

/s/ Gary A. Simanson

Gary A. Simanson, Managing Member

{Signature Page to Sponsor Earnout Letter}

Exhibit A
Form of Sponsor Escrow Agreement

See attachment.

Exhibit 99.1

REPAY to Merge with Thunder Bridge Acquisition, Ltd.

Atlanta, GA and Great Falls, VA – January 22, 2019 – Repay Holdings, LLC, a leading provider of vertically-integrated payment solutions, together with its parent, Hawk Parent Holdings, LLC (together, "REPAY"), and Thunder Bridge Acquisition, Ltd. (NASDAQ: TBRG) ("Thunder Bridge"), a special purpose acquisition company, today announced that they have entered into a definitive merger agreement. Under the terms of the agreement, Thunder Bridge will acquire REPAY and the combined company (the "Company") will continue as a publicly-listed company with an implied enterprise value at closing of approximately $653 million, based on current assumptions.

Upon the close of the transaction, the Company intends to change its name to Repay Holdings Corporation and is expected to continue to trade on The Nasdaq Stock Market under a new ticker symbol. REPAY'S management team, led by John Morris, Co-Founder and Chief Executive Officer, Shaler Alias, Co-Founder and President, and Tim Murphy, Chief Financial Officer, will continue to lead the Company. REPAY's existing majority equity holder, Corsair Capital, a leading private equity investor in the financial services industry, is expected to remain the Company's largest stockholder.

REPAY processed approximately $7 billion of payment volume in 2018 across diverse verticals, such as personal loans, automotive loans and receivables management. Management believes these verticals are underserved and accordingly provide significant growth opportunities over the next several years. The Company serves more than 3,000 clients via a proprietary, omni-channel payment platform that reduces complexity for merchants and enhances the consumer experience. In addition to highly-recurring revenue, REPAY has achieved strong Adjusted EBITDA growth over the last three years through market expansion, increased penetration of existing customers, new client wins and strategic acquisitions.

Gary Simanson, President and CEO of Thunder Bridge, said, "REPAY has achieved impressive growth while also delivering high levels of profitability in an exciting and underpenetrated area of the payments sector. John Morris and his team have developed a technology platform that is well-positioned with over 50 software integration partnerships to service customers with a footprint representing more than 11,000 locations across the country. We are looking forward to partnering with REPAY's management team and Corsair in the next stage of the Company's development."

"We are very excited to continue to execute on REPAY's growth plan as a public company and greatly appreciate Corsair's continued involvement and partnership," said John Morris, co-founder and CEO of REPAY. "We have developed a compelling tech-enabled value proposition that allows our merchants to expand the scope and depth of their services to meet the evolving needs of their customers. As a publicly-listed company, we will have access to capital to further support our acquisition strategy and invest in technology while continuing to develop software integration partners. We remain focused on delivering the highest levels of service to our merchants as we strengthen our leading position in the industry."

James Kirk, Managing Director of Corsair Capital, commented, "We are proud of all REPAY has achieved since Corsair's investment in 2016, and we look forward to continuing to support the Company's development of value-added payment solutions. With over $500 billion of total payment volume, including over $200 billion of debit payment volume, projected next year across REPAY'S existing verticals and the ongoing evaluation of a pipeline of potential acquisition targets, we believe there are significant growth opportunities for the business in the future."

“The payments industry is one of the most dynamic segments of the financial services space, and REPAY has established itself as an integrated player and early-mover in an important and underserved sector of the market,” added Jeremy Schein, Managing Director of Corsair Capital. “Given REPAY’s growth and history of pioneering innovative payment solutions, we see compelling opportunities ahead and look forward to our continued partnership with the REPAY management team.”

Transaction Summary

The transaction reflects an implied enterprise value at closing of $653 million, based on current assumptions. The cash component of the purchase price to be paid to the equity holders of REPAY is expected to be funded by Thunder Bridge’s cash in trust and debt financing, for which a commitment has been obtained. The balance of the consideration payable to the existing REPAY equity holders will consist of equity interests of the surviving subsidiary which will be exchangeable into shares of common stock of the Company at the option of such equity holders. Existing REPAY equity holders have the potential to receive an earnout of additional equity interests of the surviving subsidiary if certain stock price targets are met as set forth in the definitive merger agreement. Corsair Capital and the REPAY management team will remain investors by rolling over significant equity into the combined company.

Pursuant to the merger agreement, Thunder Bridge will domesticate from a Cayman Islands exempted company to a Delaware corporation and a subsidiary of Thunder Bridge will merge with and into Hawk Parent Holdings, LLC, with Hawk Parent Holdings, LLC continuing as the surviving entity and a subsidiary of Thunder Bridge. The corporate name of Thunder Bridge will change to Repay Holdings Corporation.

The transactions have been unanimously approved by the boards of both REPAY and Thunder Bridge. Completion of the transactions is subject to approval by the stockholders of Thunder Bridge and certain other conditions. The transactions are expected to close in the second quarter of 2019.

Additional information about the business combination will be provided in a Current Report on Form 8-K that will contain an investor presentation to be filed with the Securities and Exchange Commission (“SEC”) and available at www.sec.gov. In addition, Thunder Bridge intends to file a registration statement on Form S-4 with the SEC, which will include a proxy statement/prospectus of Thunder Bridge, and will file other documents regarding the proposed transaction with the SEC.

Advisors

Morgan Stanley, Cantor Fitzgerald, and CLSA acted as capital markets advisors and Ellenoff Grossman & Schole LLP acted as legal counsel to Thunder Bridge. Financial Technology Partners served as strategic and financial advisor, Credit Suisse as capital markets advisor, and Simpson Thacher & Bartlett LLP and Troutman Sanders as legal counsel to REPAY in this transaction.

Investor Call and Webcast Details

Investors may listen to a conference call regarding the proposed transaction at 10:00 AM EST today, January 22, 2019. The call may be accessed by dialing (866) 547-1509 toll-free in the U.S. or (920) 663-6208 internationally and participants should provide Conference ID number 2463704.

A webcast of the call, along with the investor presentation, can be accessed at: https://event.on24.com/wcc/r/1921454-1/571C6A1A13AF2967EE4E121BE4A317A9

The call will be available for replay at 2:45 PM EST today until midnight on January 30, 2019 by dialing (800) 585-8367 toll-free in the U.S. or (404) 537-3406 internationally.

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 (reflecting the underwriters' exercise of their over-allotment option in full), 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.

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 Corsair Capital

Corsair Capital, LLC, which includes a highly regarded global private equity platform, is a leading global investor in the financial services industry. Corsair Capital invests across a range of geographies and cycles, and in substantially all of the subsectors of the financial services industry, including payments, insurance, asset management, depository institutions, and specialty finance across North America and Western Europe.

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 REPAY and the Company, 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, 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; and 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.

ADDITIONAL INFORMATION AND WHERE TO FIND IT

For additional information on the proposed transaction, see Thunder Bridge's Current Report on Form 8-K, which will be filed concurrently. In connection with the proposed transaction, Thunder Bridge intends to file a registration statement on Form S-4 with the SEC, which will include a proxy statement/prospectus of Thunder Bridge, and will file other documents regarding the proposed transaction with the SEC. This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. **Before making any voting or investment decision, investors and stockholders of Thunder Bridge are urged to carefully read the entire registration statement and proxy statement/prospectus, when they become available, 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 the proposed transaction.** 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 stockholders of Thunder Bridge in favor of the approval of the business combination. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the stockholders of Thunder Bridge in connection with the proposed business combination will be set forth in the registration statement on Form S-4 that includes a proxy statement/prospectus, when it becomes available. Information regarding Thunder Bridge's directors and executive officers are set forth in Thunder Bridge's Registration Statement on Form S-1, including amendments thereto, and other reports which are filed with the SEC. Free copies of these documents may be obtained as described in the preceding paragraph.

NON-GAAP FINANCIAL MEASURES

REPAY uses certain non-GAAP financial measures such as Adjusted EBITDA to evaluate its business, measure its performance and make strategic decisions. Adjusted EBITDA is a non-GAAP financial measure that represents net income prior to interest expense and depreciation and amortization, as adjusted to add back certain non-cash charges and account for non-recurring items, such as other expenses, non-cash gain from the change in fair value of contingent consideration, transaction expenses, share-based compensation charges, and other charges. Adjusted EBITDA should not be considered as substitutes for financial measures calculated in accordance with GAAP but instead considered alongside such measures calculated in accordance with GAAP. Other companies in the industry may calculate it differently from how REPAY calculates it, reducing its overall usefulness. This communication does not provide a reconciliation of any forward-looking, estimated non-GAAP financial measure to the most directly comparable GAAP financial measure because calculating the components would involve numerous estimates and judgments that are unduly burdensome to prepare and may imply a degree of precision that would be confusing or potentially misleading to investors.

CONTACTS

REPAY/Corsair Capital
Sard Verbinnen & Co
David Millar / Danya Al-Qattan, 212-687-8080

Thunder Bridge Ltd.
Gary A. Simanson, 202-431-0507

Exhibit 99.2

REPAY®

Realtime Electronic Payments

Investor Presentation

January 2019

Disclaimer

This presentation (the "Presentation") contemplates the purchase by Thunder Bridge Acquisition, Ltd. ("Thunder Bridge") of Hawk Parent Holdings LLC ("REPAY" or the "Company") by which REPAY will become a subsidiary of Thunder Bridge (the "Transaction").

No Offer or Solicitation
This Presentation is for informational purposes only and is neither an offer to sell or purchase, nor a solicitation of an offer to sell, buy or subscribe for any securities, nor is it a solicitation of any vote in any jurisdiction pursuant to the proposed Transaction or otherwise, nor shall there be any sale, issuance or transfer or securities in any jurisdiction in contravention of applicable law.

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 REPAY and the Company, 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, the inability to consummate the contemplated debt financing, the failure c 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; and 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, cost savings 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. Annualized, pro forma, projected and estimated numbers are used for illustrative purpose only, are not forecasts and may not reflect actual results.

Use of Projections
This Presentation contains financial forecasts with respect to, among other things, REPAY's revenue, net revenue, gross profit, annual transaction volume, Adjusted EBITDA, Adjusted EBITDA net margin and certain ratios and other metrics derived therefrom for the fiscal years 2019 and 2020. These forecasts also include certain statements about the Transaction, including anticipated enterprise value and post-closing equity value. These unaudited financial projections have been provided by REPAY's management, and REPAY's independent auditors have not audited, reviewed, compiled, or performed any procedures with respect to the unaudited financial projections for the purpose of their inclusion in this Presentation and, accordingly, do not express an opinion or provide any other form of assurance with respect thereto for the purpose of this Presentation. These unaudited financial projections should not be relied upon as being necessarily indicative of future results. The inclusion of the unaudited financial projections in this Presentation is not an admission or representation by REPAY or Thunder Bridge that such information is material. The assumptions and estimates underlying the unaudited financial projections are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the unaudited financial projections. There can be no assurance that the prospective results are indicative of the future performance of Thunder Bridge or REPAY or that actual results will not differ materially from those presented in the unaudited financial projections. Inclusion of the unaudited financial projections in this Presentation should not be regarded as a representation by any person that the results contained in the unaudited financial projections will be achieved.

Industry and Market Data
The information contained herein also includes information provided by third parties, such as market research firms. In particular, REPAY has commissioned an independent research report from Stax Inc. ("Stax") for market and industry information to be used by REPAY. None of Thunder Bridge, Thunder Bridge Acquisition, LLC, the sponsor of Thunder Bridge, REPAY, Corsair Capital LLC ("Corsair"), and their respective affiliates and any third parties that provide information to Thunder Bridge or REPAY, such as market research firms, guarantee the accuracy, completeness, timeliness or availability of any information. None of Thunder Bridge, REPAY, Corsair and their respective affiliates and any third parties that provide information to Thunder Bridge or REPAY, such as market research firms, such as Stax, are responsible for any errors or omissions (negligent or otherwise), regardless of the cause, or the results obtained from the use of such content. None of Thunder Bridge, REPAY, Corsair and their respective affiliates give any express or implied warranties, including. but not limited to, any warranties of merchantability or fitness for a particular purpose or use, and they expressly disclaim any responsibility or liability for direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees or losses (including lost income or profits and opportunity costs) in connection with the use of the information herein.

Non-GAAP Financial Measures
This Presentation includes certain non-GAAP financial measures that REPAY reviews to evaluate its business, measure its performance and make strategic decisions. REPAY believes that such non-GAAP financial measures provide useful information to investors and others in understanding and evaluating its operating results in the same manner as management. Net revenue is a non-GAAP financial measure that represents revenue less interchange and network fees. Adjusted EBITDA is a non-GAAP financial measure that represents net income prior to interest expense and depreciation and amortization, as adjusted to add back certain non-cash charges and account for non-recurring items, such as other expenses, non-cash gain from the change in fair value of contingent consideration, transaction expenses, share-based compensation charges, and other charges. Net revenue, Adjusted EBITDA and any other ratio or metrics derived therefrom are financial measures not calculated in accordance with GAAP and should not be considered as substitutes for revenue, net income, operating profit, or any other operating performance measure calculated in accordance with GAAP. Using these non-GAAP financial measures to analyze REPAY's business would have material limitations because their calculations are based on the subjective determination of management regarding the nature and classification of events and circumstances that investors may find significant. In addition, although other companies in its industry may report measures titled Adjusted EBITDA or similar measures, such non-GAAP financial measures may be calculated differently from how REPAY calculates its non-GAAP financial measures, which reduces their overall usefulness as comparative measures. Because of these limitations, you should consider Adjusted EBITDA alongside other financial performance measures, including net income and other financial results presented in accordance with GAAP.

This Presentation includes forecasted 2019 Adjusted EBITDA and ranges of forecasted 2020 Adjusted EBITDA for REPAY. This Presentation does not provide a reconciliation of this forward-looking, non-GAAP financial measure to the most directly comparable GAAP financial measure because calculating the components would involve numerous estimates and judgments that are unduly burdensome to prepare and may imply a degree of precision that would be confusing or potentially misleading to investors. In addition, this Presentation includes preliminary financial information relating to REPAY's financial results for the December 31, 2018 year based on the information currently available to REPAY. The financial closing procedures for the three months and the year ended December 31, 2018 have not yet been completed by REPAY, and actual results for the year ended December 31, 2018 may, upon the completion of its closing procedures, final adjustments and other developments prior to the time that such financial results are finalized, differ from the preliminary financial information provided in this Presentation. As a result, this Presentation also does not provide a detailed reconciliation of 2019 Adjusted EBITDA to the most directly comparable GAAP financial measure because it would be unduly burdensome to prepare.

Additional Information and Where to Find It
For additional information on the proposed transaction, see Thunder Bridge's Current Report on Form 8-K, filed as of January 22, 2019. In connection with the proposed transaction, Thunder Bridge intends to file a registration statement on Form S-4 with the SEC, which will include a proxy statement/prospectus of Thunder Bridge, and will file other documents regarding the proposed transaction with the SEC. This presentation does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. Before making any voting or investment decision, investors and stockholders of Thunder Bridge are urged to carefully read the entire registration statement and proxy statement/prospectus, when they become available, 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 the proposed transaction. 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 stockholders of Thunder Bridge in favor of the approval of the business combination. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the stockholders of Thunder Bridge in connection with the proposed business combination will be set forth in the registration statement on Form S-4 that includes a proxy statement/prospectus, when it becomes available. Information regarding Thunder Bridge's directors and executive officers are set forth in Thunder Bridge's Registration Statement on Form S-1, including amendments thereto, and other reports which are filed with the SEC. Free copies of these documents may be obtained as described in the preceding paragraph.

Table of Contents

REPAY
Realtime Electronic Payments

I. Introduction & Transaction Overview

REPAY
Realtime Electronic Payments

Attendees

John Morris

CEO & Co-Founder

- As CEO, John Morris oversees the strategic direction of REPAY, including overall market strategy, new product development, sales and marketing, acquisitions and financial oversight
- Prior to REPAY, Mr. Morris served as the EVP of Sales and Marketing for Payliance after its acquisition of Security Check Atlanta, where he served as President
- Mr. Morris also previously served as Director of Corporate Finance for Bass Hotels and Resorts, where he worked on various capital projects and M&A
- Mr. Morris holds a Master of Accountancy (MAcc) and a BBA in Accounting from the University of Georgia

Tim Murphy

CFO

- As CFO, Tim Murphy is responsible for all financial operations of the Company, including financial planning, accounting, tax, treasury, reporting and corporate development
- Prior to REPAY, Mr. Murphy served as Director of Corporate Development for Amaya Gaming Group, a globally diversified gaming company with a strategy focused on growth through acquisitions
- Mr. Murphy was also an investment banker at Credit Suisse in NYC, where he focused on financial institutions and FinTech companies
- Mr. Murphy earned an AB in Business Economics from Brown University and an MBA in Corporate Finance from the University of North Carolina at Chapel Hill

REPAY®

Realtime Electronic Payments

A leading, omni-channel payment technology provider modernizing three diverse and underserved verticals – personal loans, automotive loans and receivables management – representing a market projected to grow to **~$535 billion of annual total payment volume by 2020(1)** of which **~$225 billion is 2020 projected annual debit payment volume**

Proprietary, integrated payment technology platform **reduces complexity** for merchants and **enhances the consumer experience**

~$7bn+	27%	67%	45%	98%	0.19%
Annual Payment Volume(2)	**Historical Net Revenue CAGR(2)(3)**	**Gross Margin(4)**	**Adjusted EBITDA Net Margin(2)(5)**	**Volume Retention(6)**	**Low Chargeback Rates(7)**

1) Source: Stax – REPAY Market Sizing Report, commissioned by REPAY; Stax prepared surveys, secondary research, and analysis. January 2018.
2) Source: Management estimate for 2018B.
3) CAGR is from 2016A – 2018B; Net Revenue CAGR is based on Net Revenue, defined as Total Revenue less Interchange and Network Fees.
4) Gross Margin is calculated as 2018E Gross Profit / Net Revenue.
5) Adjusted EBITDA Net Margin calculated as 2018B Adjusted EBITDA / Net Revenue. See "Income Statement" on slide 34.
6) Volume retention for YTD period as of September 2018 calculated as 1 – (Lost Volume / Total Volume Processed in Prior Year Period); "Lost Volume" represents volume realized in prior year YTD period from merchants that have since ended their relationship with REPAY.
7) Source: Management data on volume processed through a primary processor, representing approximately 80% of total volume. Chargeback rate is YTD as of September 2018. Chargebacks, represented as a % of volume, are debited from the merchant's account when the end consumer disputes a transaction with the merchant.

Proposed Transaction Overview

Transaction Structure[1]	• Thunder Bridge Acquisition, Ltd. expects to enter into a definitive agreement to acquire REPAY • Pro forma corporate structure will be an UP-C corporation
Valuation	• Transaction valued at an implied enterprise value of $653.3 mm[2] at a 14.8x multiple on 2019E Adjusted EBITDA of $44.0 mm[3] and 12.3x on the midpoint of the 2020E Adjusted EBITDA range of $52 - $54 mm[3]
Cap Structure / PF Leverage	• Transaction to be funded through a combination of Thunder Bridge common stock, cash held in the Thunder Bridge trust account and newly raised debt of $170.4 mm[2] • Pro forma net leverage of 4.1x based on estimated LTM Mar-19 Adjusted EBITDA of $37.1mm
PF Ownership	• Equity holders of REPAY expected to hold 44% of the outstanding equity interests of the combined company at closing
Listing	• Thunder Bridge will become a Delaware corporation and as the post-closing company ("Pubco") will adopt REPAY's name and is expected to continue to be listed on the NASDAQ

REPAY
Realtime Electronic Payments

1) See "Transaction Summary" on slide 31 and "Proposed Capitalization and Ownership" on slide 32.
2) See "Proposed Capitalization and Ownership" on slide 32 for calculation.
3) See "Income Statement" on slide 34.

II. REPAY Overview

REPAY
Realtime Electronic Payments

REPAY's Business Strengths and Strategies

REPAY

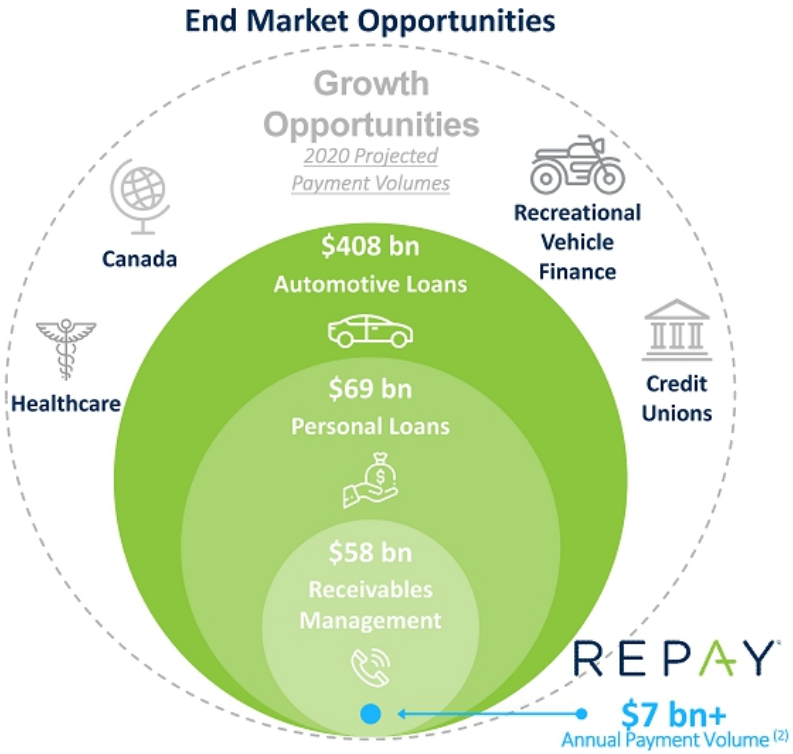
A Leading, Omni-Channel Payment Technology Provider

1. **Capitalizing on the Large, Underserved Market Opportunities in Existing and New Verticals**
2. **Card and Debit Payments Underpenetrated in Existing Verticals**
3. **REPAY Has Built a Leading Platform Based on Vertical Expertise**
4. **Next-Generation Technology Supported by Robust Infrastructure**
5. **Key Software Integrations Supplement REPAY's Differentiated Sales Strategy**
6. **Attractive and Diverse Client Base**
7. **Demonstrated Ability to Acquire and Integrate Businesses**
8. **Multiple Growth Opportunities**
9. **Successful Leadership Team with Deep Industry Expertise**

Capitalizing on the Large, Underserved Market Opportunities in Existing and New Verticals

REPAY's three existing verticals represent ~$535bn[1] of projected annual total payment volume by 2020, of which ~$225 billion is projected annual debit payment volume

Upside for increased penetration in existing and adjacent verticals



REPAY's existing key end markets have been underserved by payment technology and service providers due to unique market dynamics

- Historically, the market predominantly utilized cash, check and ACH payments
- Market where credit card payments are typically not permitted
- Consumers want convenience of paying with debit, but their merchants frequently do not have the capability
- Requires technology to process ongoing / recurring payments

REPAY Realtime Electronic Payments

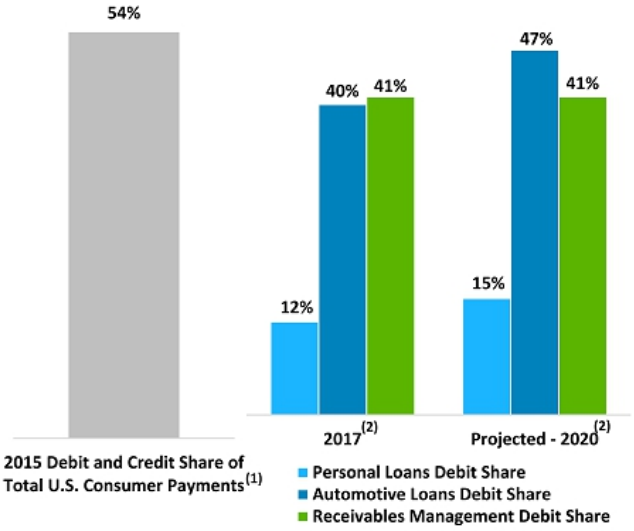
1) Source: Stax – REPAY Market Sizing Report; Based on Stax web survey, secondary research, and analysis. January 2018.
2) Source: Management estimate for 2018B.

Card and Debit Payments Underpenetrated in Existing Verticals

REPAY's verticals, Personal Loans, Automotive Loans and Receivables Management, are underpenetrated and lag other retail markets in migrating to card payments

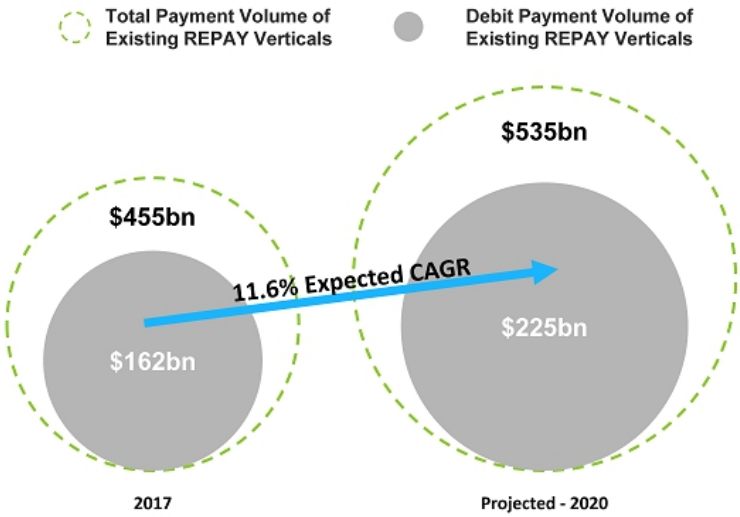
Card Payment Penetration

Significant Opportunity from Untapped Adoption of Card Payments



Debit Market Volume Growth

Debit payment volume is expected to grow at 11.6% CAGR between 2017 and 2020(2)



REPAY
Realtime Electronic Payments

Note: Credit generally not accepted as payment option in REPAY's existing end markets.

1) Source: The Nilson Report – December 2016. Represents debit and credit as a percentage of all U.S. consumer payment systems, including various forms of paper, card, and electronic payment methods.
2) Source: Stax – REPAY Market Sizing Report. January 2018. 11.6% growth rate represents CAGR from 2017 – 2020.

REPAY Has Built a Leading Platform Based on Vertical Expertise

Attractive value proposition to both merchants and end consumers drives strong client growth and penetration

Merchants in Existing and New Verticals

Existing Verticals

New Verticals

- Accelerated payment cycle (ability to lend more / faster) through debit card processing
- 24 / 7 payment acceptance through "always open" omni-channel offering
- Direct software integrations into loan and deal management systems reduces operational complexity for merchant
- Improved regulatory compliance through fewer ACH returns

REPAY

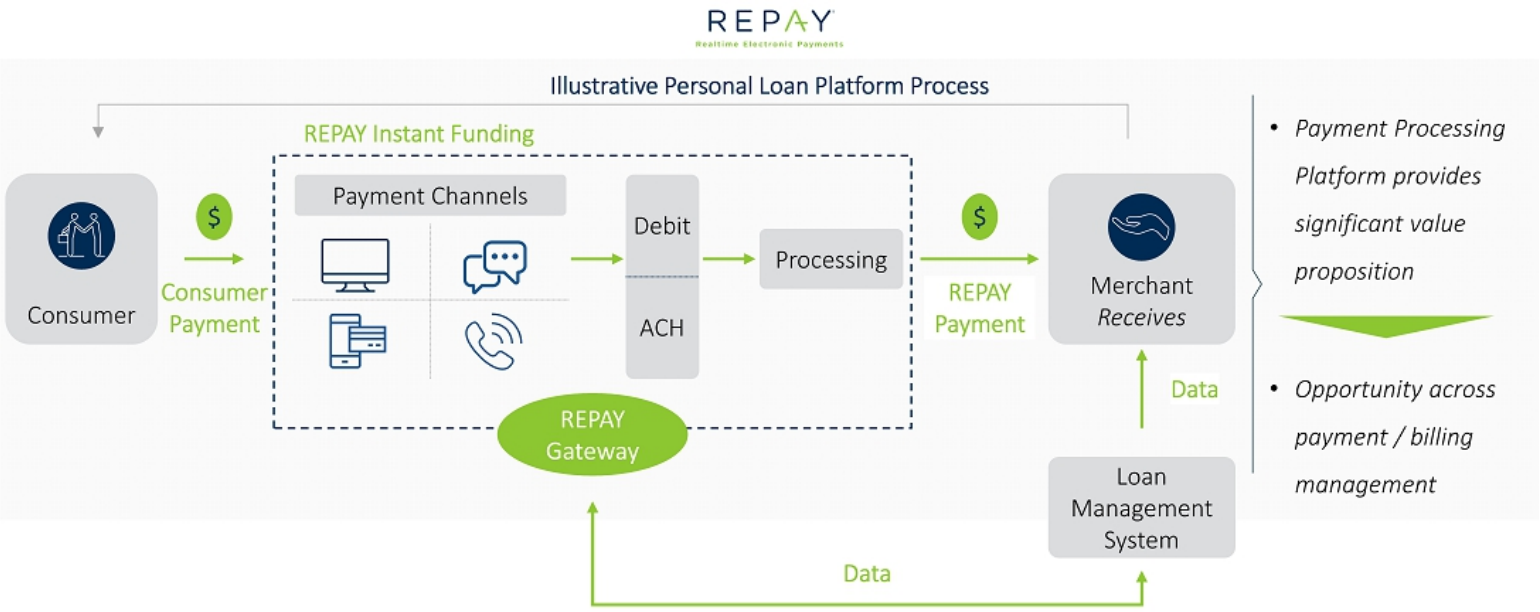
Pay Anywhere, Any Way, Any Time

Consumers

- Self-service capabilities through ability to pay anywhere, any way and any time, 24 / 7
- Option to make real-time payments through use of debit transactions
- Immediate feedback that payment has been processed
- Omni-channel payment methods (e.g. Web, Mobile, IVR, Text)
- Fewer ancillary charges (e.g. NSF fees) through automatic recurring online debit card payments

REPAY Has Built a Leading Platform Based on Vertical Expertise (cont.)

REPAY's model empowers both merchants and consumers, enabling it to become **a leading and trusted payment brand**



REPAY Has Built a Leading Platform Based on Vertical Expertise (cont.)

REPAY's omni-channel payment and electronic billing management platform significantly reduces complexity for merchants and enhances the consumer experience

Web

REPAY has 3 different web-based solutions, depending on whether merchants are interested in a Virtual Terminal, Online Customer Portal, or a Hosted Payment Page customized to their brand

Mobile App

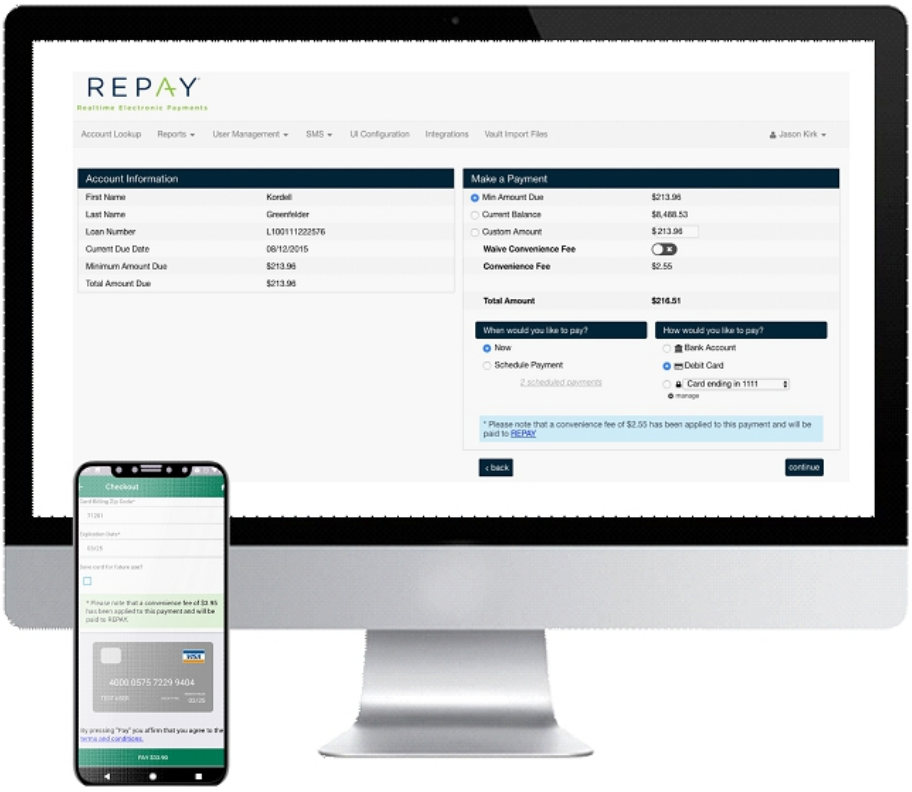
REPAY's White-label, customizable mobile app gives consumers the flexibility of paying on-the-go and the convenience of reviewing their complete payment history in the palm of their hands

Text

Text-to-pay lets REPAY's customers directly communicate with consumers through payment reminders and allows consumers to authorize payment with a simple text

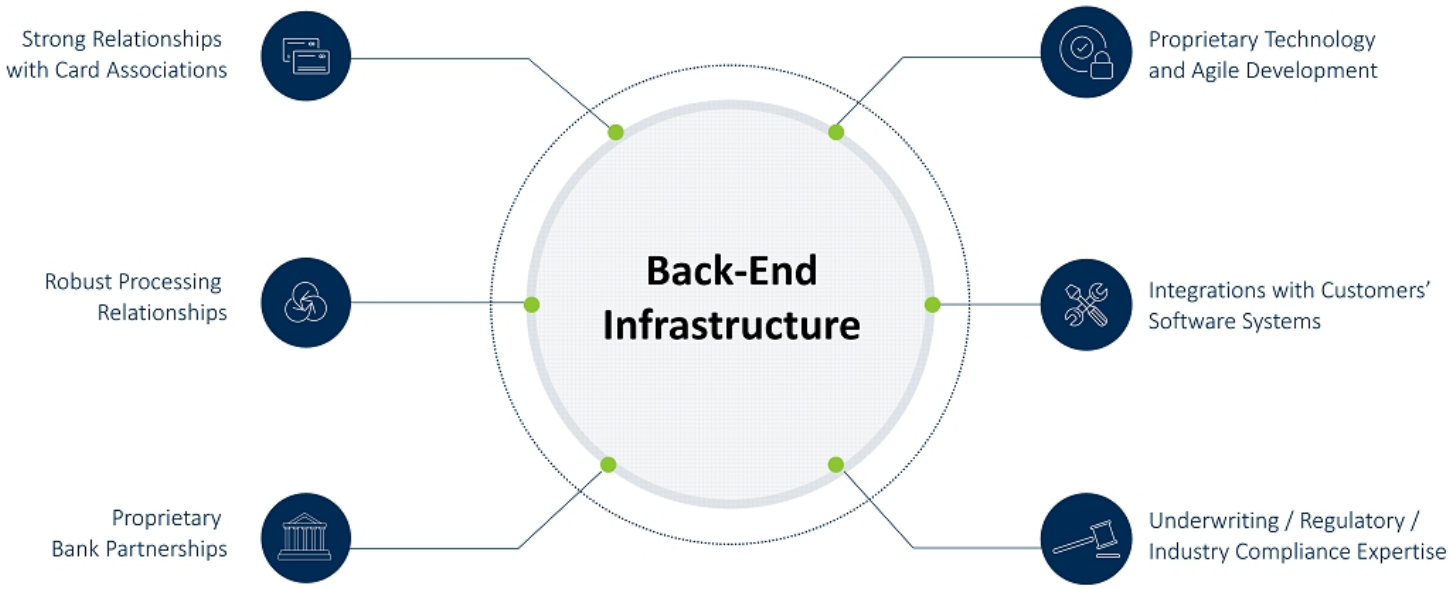
IVR

IVR, or pay-by-phone, offers consumers the convenience of making payments via a 1-800-number anytime, streamlining the collections process and improving customer experience



Next-Generation Technology Supported by Robust Infrastructure

Back-End Infrastructure

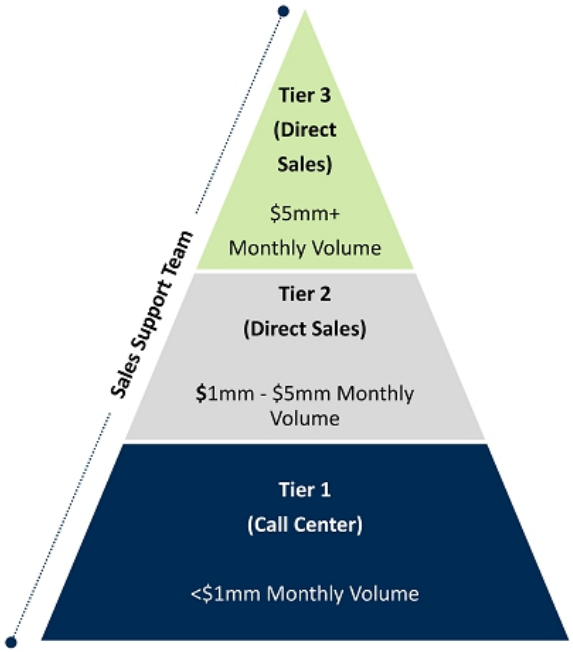


Key Software Integrations Supplement REPAY's Differentiated Sales Strategy

REPAY leverages a vertically tiered sales strategy supplemented by software integrations to drive new merchant acquisitions

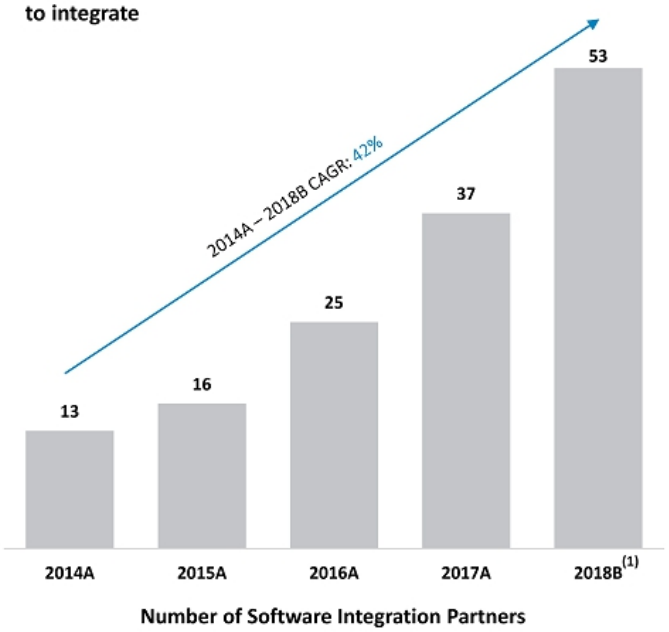
Sales Strategy / Distribution Model

- **Direct sales model that is structured by vertical and by production tier**
- **Sales Support Team increases sales and supports onboarding process**



Software Integrations

- **Successfully integrated with many of the top software providers**
  - Software integrations enable the direct salesforce to more easily access new merchant opportunities and respond to inbound leads
- **Robust pipeline of other software vendors currently in discussions to integrate**



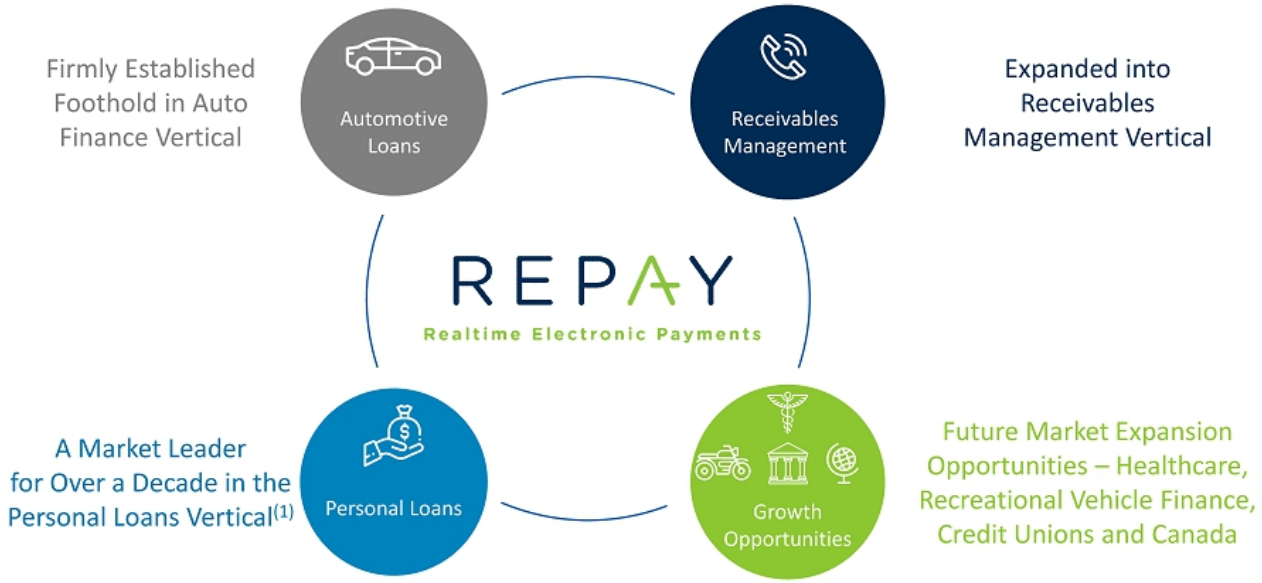
REPAY
Realtime Electronic Payments

1) Source: Management estimate for 2018B.

Attractive and Diverse Client Base

REPAY's platform provides significant value to merchants offering lending solutions across industry verticals

REPAY has successfully executed on its M&A strategy of identifying attractive opportunities in new verticals and entering them through acquisitions (e.g. Auto and Receivables Management)

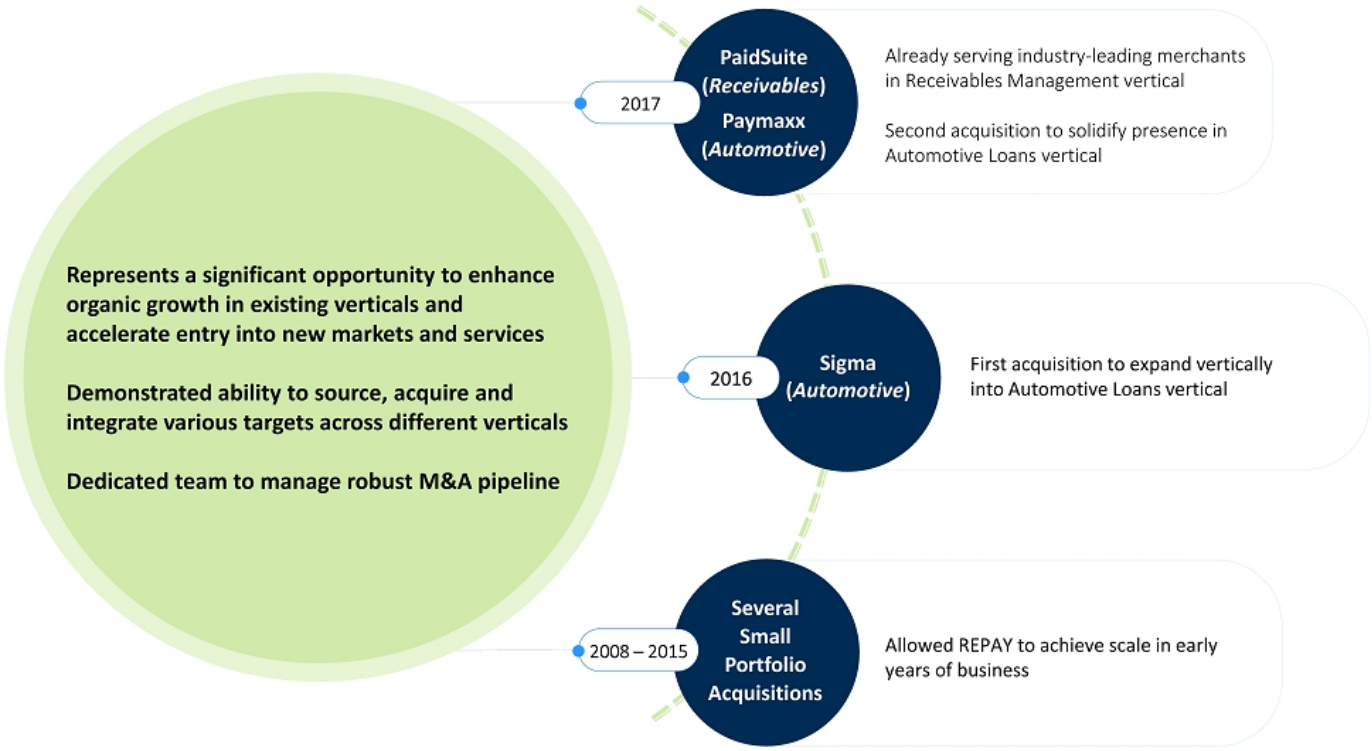


- ✓ 3,300+ merchants(2)
- ✓ 11,000+ merchant locations(1)
- ✓ 98% volume retention(3)
- ✓ $2.9 mm annual payment volume per card merchant(4)
- ✓ ~4-year average tenure for top 10 merchants(5)

1) Source: Management estimate.
2) Source: Management estimate as of September 2018. Merchant counts reflects all clients contributing to revenue in September 2018.
3) Volume retention for YTD period as of September 2018 calculated as 1 – (Lost Volume / Total Volume Processed in Prior Year Period); "Lost Volume" represents volume realized in prior year YTD period from merchants that have since ended their relationship with REPAY.
4) Source: Management estimate as of September 2018. Volume per card merchant represents annualized YTD September card volume / average number of existing card volume clients in the period.
5) Source: Management estimate as of September 2018. Contracts often have 3 year term with 3 year renewals. During nine months ended September 30, 2018, top 10 clients generated approximately 29% of revenue.

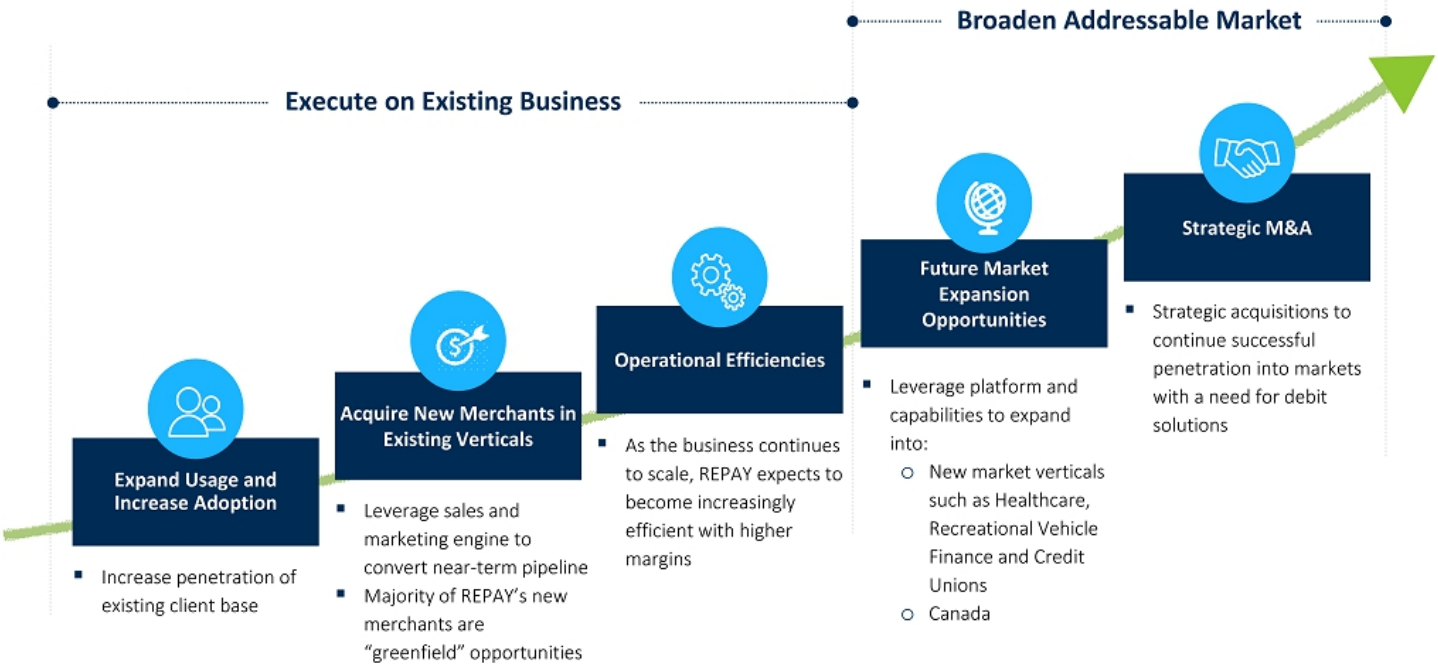
Demonstrated Ability to Acquire and Integrate Businesses

REPAY's proven acquisition strategy illustrates the value of the platform across verticals



Multiple Growth Opportunities

REPAY's leading platform and attractive market opportunity position it to build on its record of robust growth and profitability



Successful leadership Team With Deep Industry Expertise

REPAY's leadership team has significant payment expertise and a track-record of success with high-growth technology platforms

John Morris

CEO & Co-Founder

Shaler Alias

President & Co-Founder

Tim Murphy

CFO

Jason Kirk

CTO

Susan Perlmutter

CRO

Mike Jackson

COO

Kristen Merrill

VP of Finance

Jake Moore

Head of Corporate Development

III. REPAY Financial Overview

REPAY
Realtime Electronic Payments

Financial Highlights

REPAY's model has enabled it to establish a highly attractive financial profile

~$7bn+	**98%**	**0.19%**
Annual Payment Volume[1]	**Impressive Volume Retention[2]**	**High Quality Volume with Low Chargeback Rates[3]**
27%	**67%**	**45%**
Historical Net Revenue CAGR[4]	**Gross Margin[5]**	**Adjusted EBITDA Net Margin[6]**

Source: Management estimates.

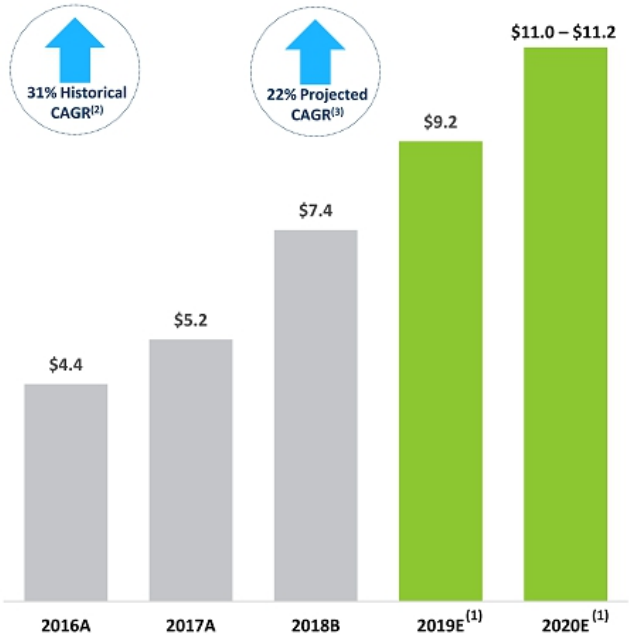
1) Source: Management estimate for 2018B. Predominantly represents debit transaction volume.
2) Volume retention for YTD period as of September 2018 calculated as 1 – (Lost Volume / Total Volume Processed in Prior Year Period); "Lost Volume" represents volume realized in prior year YTD period from merchants that have since ended their relationship with REPAY.
3) Source: Management data on volume processed through a primary processor, representing approximately 80% of total volume. Chargeback rate is YTD as of September 2018. Chargebacks, represented as a % of volume, are debited from the merchant's account when the end consumer disputes a transaction with the merchant.
4) CAGR is from 2016A – 2018B; Revenue CAGR is based on Net Revenue.
5) Gross Margin is calculated as 2018E Gross Profit / Net Revenue.
6) Adjusted EBITDA Net Margin calculated as 2018E Adjusted EBITDA / Net Revenue. See "Income Statement" on slide 34.

REPAY
Realtime Electronic Payments

History of Strong and Continued Payment Volume Growth

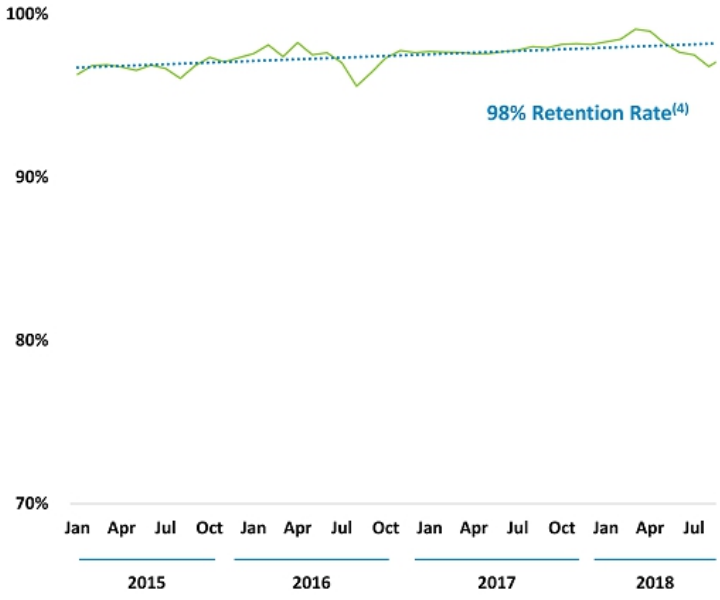
Total Payment Volume ($ in bn)

REPAY has generated strong, consistent volume growth, resulting in $7.4 bn in annual payment processing volume expected for 2018



Volume Retention

REPAY's integrated payments platform leads to strong same-store sales performance and high retention rates that Management believes significantly outperform traditional agent sales models



1) Source: Management estimates.
2) CAGR is from 2016A – 2018B.
3) CAGR is from 2018B – 2020E.
4) Volume retention for YTD period as of September 2018 calculated as 1 – (Lost Volume / Total Volume Processed in Prior Year Period); "Lost Volume" represents volume realized in prior year YTD period from merchants that have since ended their relationship with REPAY.

REPAY
Realtime Electronic Payments

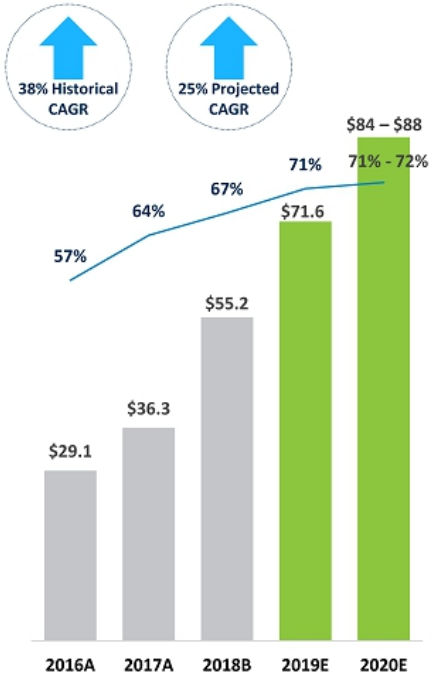
Historical and Forecasted Financials

Net Revenue[1] / Gross Revenue ($ in mm)

REPAY's revenue growth has been strong, resulting in a 27% CAGR from 2016A – 2018B

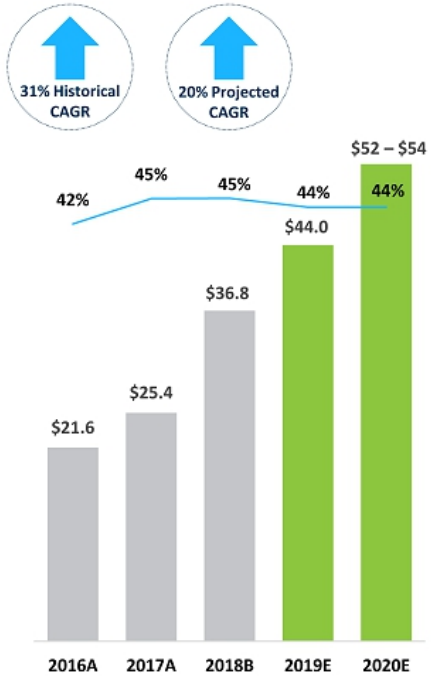
Gross Profit[3]/ Gross Margin ($ in mm)

Gross margins are improving due to a decrease in processing costs



Adjusted EBITDA[4] ($ in mm) / Adjusted EBITDA Net Margin[5]

Highly scalable platform will drive operating leverage over the long-term



Source: Management estimates for 2018 to 2020.
Note: Historical CAGR is from 2016A – 2018B. Projected CAGR is from 2018B – 2020E.

1) Net Revenue is defined as Total Revenue less Interchange and Network Fees.
2) Revenue CAGR is calculated using Net Revenue.
3) Gross Profit is defined as Net Revenue less other costs of services, which include commissions to software integration partners and other third party processing costs, such as front and back-end processing costs and sponsor bank fees.
4) See "Adjusted EBITDA Reconciliation" on slide 35.
5) Adjusted EBITDA Net Margin calculated as Adj. EBITDA / Net Revenue. See "Income Statement" on slide 34 and "Adjusted EBITDA Reconciliation" on slide 35.

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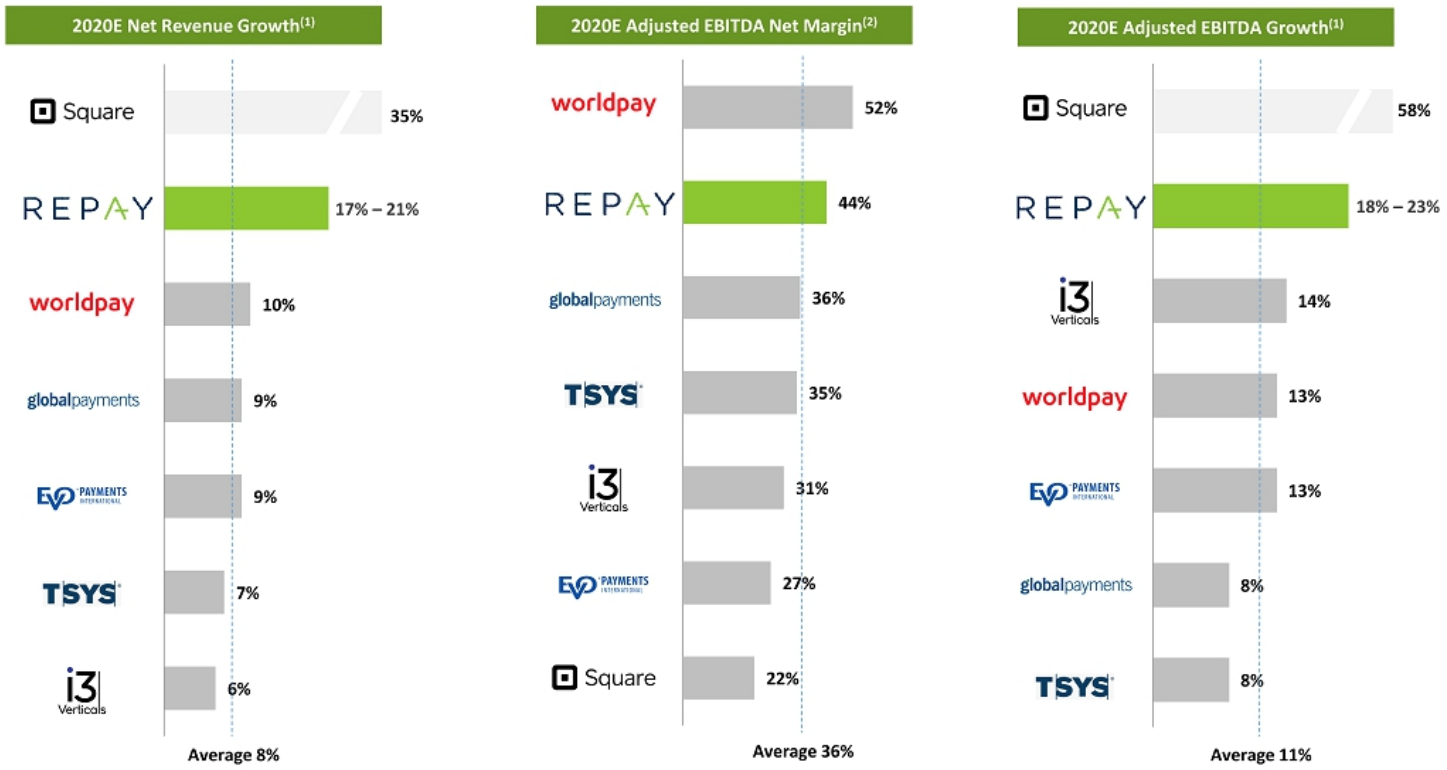
Operational Benchmarking



Source: Capital IQ as of 1/18/2019, modified to reflect certain publicly available information.
Note: Average metric is the mean of the peer group, excluding Square.
Note: First Data was omitted from the list of peers because of its announced merger with Fiserv on 1/16/2019.
Note: Although other companies in the industry may disclose Net Revenue, Adjusted EBITDA or similar non-GAAP figures, such non-GAAP financial measures may be calculated differently from how REPAY calculates its non-GAAP financial measures. You should consider how such differences may reduce usefulness of such measurements.
1) REPAY 2020E Net Revenue and Adjusted EBITDA is derived from Management estimates.
2) Adjusted EBITDA Net Margin calculated as Adjusted EBITDA / Net Revenue. See "Income Statement" on slide 34 for REPAY financials.

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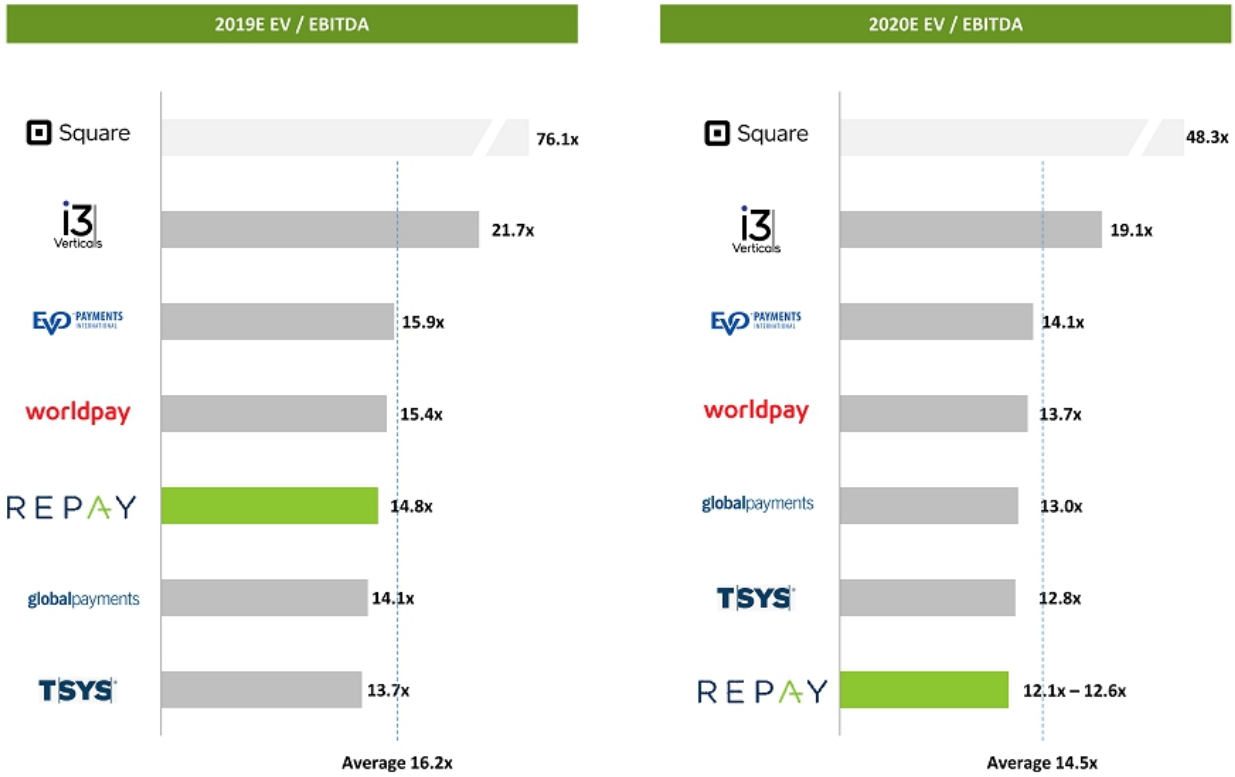
Valuation Benchmarking



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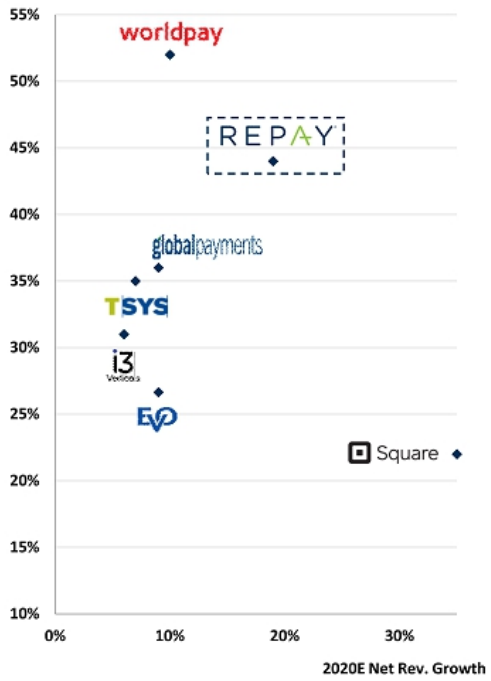
Source: Capital IQ as of 1/18/2019, modified to reflect certain publicly available information.
Note: Average metric is the mean of the peer group, excluding Square.
Note: First Data was omitted from the list of peers because of its announced merger with Fiserv on 1/16/2019.
Note: Although other companies in the industry may disclose Adjusted EBITDA or similar non-GAAP figures, such non-GAAP financial measures may be calculated differently from how REPAY calculates its non-GAAP financial measures. You should consider how such differences may reduce usefulness of such measurements.

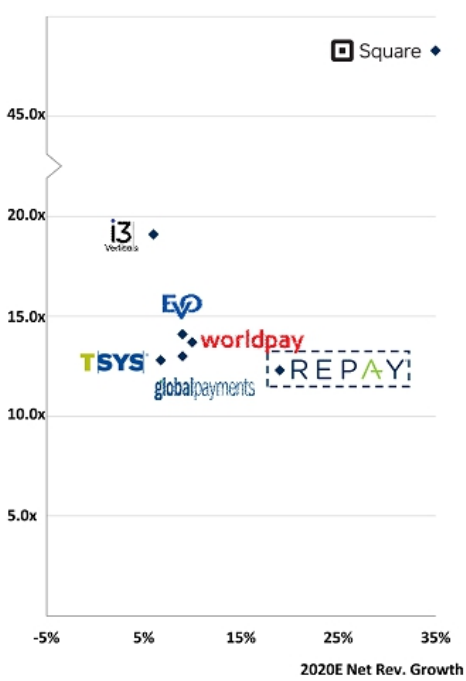
Valuation Benchmarking (cont.)

Adjusted EBITDA Net Margin[1] vs. Net Rev. Growth



Faster Growing and Higher Margins

EV / Adjusted EBITDA[1] vs. Net Rev. Growth



Faster Growing at an Attractive Multiple

EV / Adjusted EBITDA vs. Adjusted EBITDA Net Margin

Higher Margins at an Attractive Multiple

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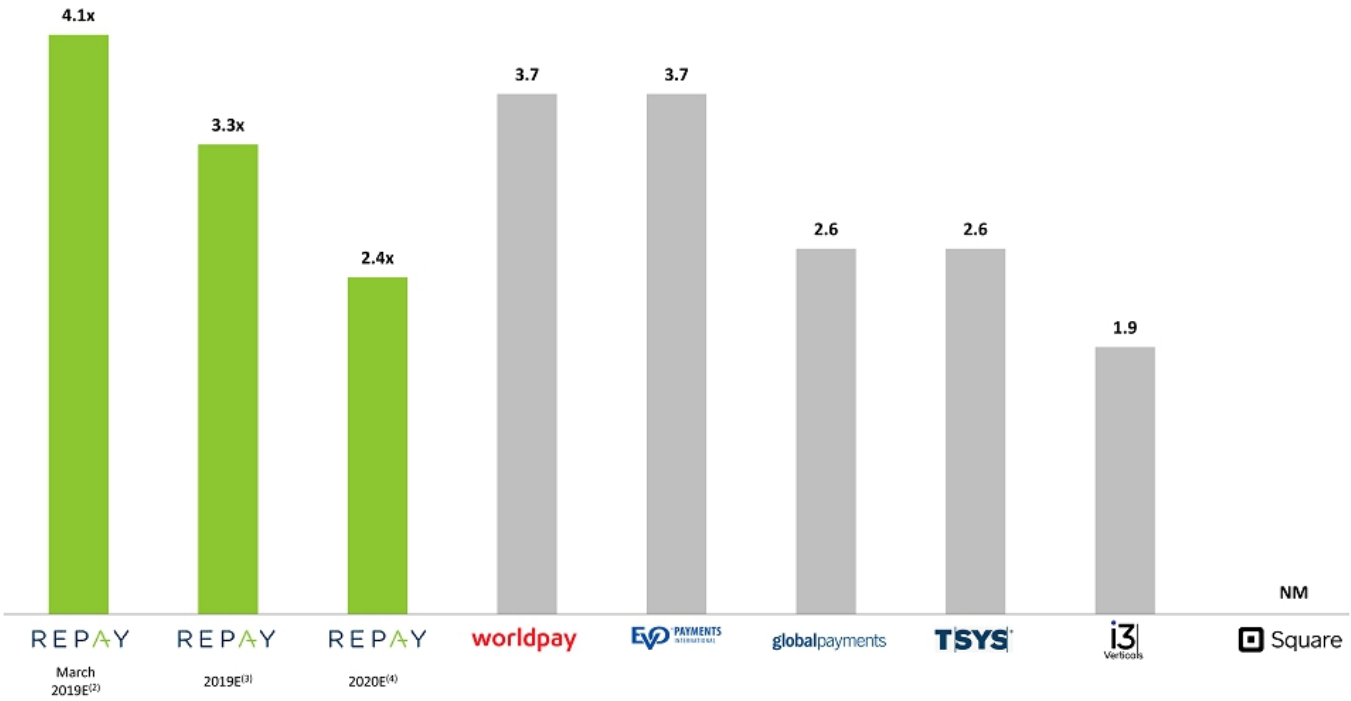
Source: Capital IQ as of 1/18/2019, modified to reflect certain publicly available information.
Source: REPAY 2020E midpoint of projection range was used for Net Revenue and Adjusted EBITDA. Range was derived from Management estimates.
Note: First Data was omitted from the list of peers because of its announced merger with Fiserv on 1/16/2019.
Note: Although other companies in the industry may disclose Net Revenue, Adjusted EBITDA or similar non-GAAP figures, such non-GAAP financial measures may be calculated differently from how REPAY calculates its non-GAAP financial measures. You should consider how such differences may reduce usefulness of such measurements.
1) See "Income Statement" on slide 34.

Leverage Benchmarking

LTM Net Debt / Adjusted EBITDA[1]



Source: Capital IQ as of 1/18/2019, modified to reflect certain publicly available information.
Note: First Data was omitted from the list of peers because of its announced merger with Fiserv on 1/16/2019.
Note: Although other companies in the industry may disclose Adjusted EBITDA or similar non-GAAP figures, such non-GAAP financial measures may be calculated differently from how REPAY calculates its non-GAAP financial measures. You should consider how such differences may reduce usefulness of such measurements.

1) Leverage Ratio calculated as 2018B Net Debt / Adjusted EBITDA for all companies other than REPAY. I3 Vertical's leverage ratio is pro forma for recent acquisitions.
2) Leverage Ratio calculated as Mar-19 Net Debt / LTM Mar-19 Adjusted EBITDA. See "Proposed Capitalization and Ownership" on slide 32.
3) Leverage Ratio calculated as FY 2019E Net Debt / FY 2019E Adjusted EBITDA.
4) Leverage Ratio calculated as FY 2020E Net Debt / midpoint of FY 2020 Adjusted EBITDA range of $52 - $54.

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Investment Thesis

Investment Highlights

- ✓ Low volume attrition and low risk portfolio[1]
- ✓ Differentiated platform
- ✓ Deeply integrated with customer base
- ✓ Recurring transaction / volume based revenue
- ✓ 27% net revenue CAGR from 2016 –2018B
- ✓ Adj. EBITDA margin of 44%[2]
- ✓ 31% Adj. EBITDA CAGR from 2016 – 2018B
- ✓ Strong cash flow conversion of 87%[3]

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1) Low Chargeback rates of 0.19% based on Management data of volume processed through a primary processor, representing approximately 80% of total volume. Chargeback rate is YTD as of September 2018. Chargebacks, represented as a % of volume, are debited from the merchant's account when the end consumer disputes a transaction with the merchant.
2) Adjusted EBITDA Net Margin calculated as 2019E Adjusted EBITDA / Net Revenue. See "Income Statement" on slide 34.
3) 2018B Cash Flow Conversion calculated as Adjusted EBITDA – Capex / Adjusted EBITDA. Capex includes PP&E, new software development and new 3rd party software assets. Other companies may calculate capex and related measures differently and you should consider how that reduces the usefulness of this metric. Cash Flow Conversion expected to be 80% in 2019E. Capex was approximately 4% of total revenue in 2018 and is expected to be 6% of total revenue in 2019. Working Capital was at $4.0 million on September 30, 2018.

Appendix

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Transaction Summary

Transaction	▪ Thunder Bridge Acquisition, Ltd. expects to enter into a definitive agreement to acquire REPAY ▪ The transaction is intended to utilize an up-C structure and is expected to close Q2 2019 ▪ Thunder Bridge will become a Delaware corporation and as the post-closing company ("Pubco") will adopt REPAY's name and is expected to continue to be listed on the NASDAQ
Valuation, Ownership and Capital Structure	▪ Transaction valued at an implied enterprise value of $653.3m[1] at a 14.8x multiple on 2019E Adjusted EBITDA of $44.0mm[2] and 12.3x on the midpoint of the 2020E Adjusted EBITDA range of $52 - $54 mm[2] ▪ Transaction is expected to be funded through a combination of Thunder Bridge common stock, cash held in the Thunder Bridge trust account and newly raised debt of $170.4 mm[1] ▪ Pro forma net leverage of 4.1x based on estimated LTM Mar-19 Adjusted EBITDA of $37.1mm[3] ▪ Equity holders of REPAY expected to hold 44% of the outstanding equity interests of the combined company at closing[1]
Post-Transaction Management and Board	▪ REPAY's management will continue to operate the business post-transaction ▪ 9-member Board of Directors, expected to include John Morris (CEO, REPAY), Shaler Alias (President, REPAY), Jeremy Schein (Managing Director, Corsair), James Kirk (Managing Director, Corsair), Bill Jacobs (former SVP, MasterCard), Peter Kight (Founder of CheckFree), Gary Simanson (former CEO, First Avenue National Bank and Managing Director, First Capital Group), Bob Hartheimer (former Managing Director, Promontory), and Maryann Goebel (former CIO, Fiserv)
Earn-Out of Additional Shares by Existing REPAY Equity Holders and Escrowed Shares by Thunder Bridge Sponsor[4]	<u>Existing REPAY Equity Holders</u> ▪ Up to 7,500,000 additional LLC Units of REPAY, as a subsidiary of Pubco (the "LLC Units") exchangeable for Class A Shares of Pubco (the "Class A Shares") in aggregate ○ Within one year of the closing date, 50% earnout units awarded if VWAP of Class A Shares >= $12.50 on any 20 trading days during any 30 trading day period ○ Within two years of the closing date, 100% earnout units awarded if VWAP of Class A Shares >= $14.00 on any 20 trading days during any 30 trading day period <u>Thunder Bridge Sponsor</u> ▪ Sponsor owns 6,050,000 Class A Shares[4][5] ▪ At the closing, Sponsor's Class A Shares will be divided into 3 tranches: ○ Tranche One will consist of 2,150,000 shares (~36% of Sponsor's shares) and will remain with Sponsor and will not be subject to forfeiture ○ Tranches Two and Three, each consisting of 1,950,000 shares (each ~32% of Sponsor's shares), will remain in the name of Sponsor and Sponsor will retain voting power of such shares, but will be put into escrow and be subject to forfeiture if, within 7 years of the closing date the stock price has not reached $11.50 (Tranche Two) and $12.50 (Tranche Three) on any 20 trading days during any 30 trading day period[6] ▪ Escrowed shares will be immediately released (i) upon a change of control of the combined public company (ii) upon consummating a going private transaction or (ii) certain other events resulting in a delisting of Pubco shares.

1) See "Proposed Capitalization and Ownership" on slide 32 for calculation. Additional financing may be required to complete the Transaction, including the issuance of additional equity securities.
2) See "Income Statement" on slide 34.
3) Source: Management estimate.
4) Terms of the merger are subject to the execution of a definitive merger agreement. Presentation on this page represents current expectations relating to transaction structure and is subject to further discussions in its entirety.
5) Assumes cancellation of 400,000 Sponsor shares at closing in respect of certain transaction expenses.
6) The number of Class A Shares held in escrow in Tranches Two and Three will be reduced (pro rata) to the extent Thunder Bridge's expenses at closing exceed $20 mm (calculated at the redemption price.

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Proposed Capitalization and Ownership

Proposed Sources	
Rollover Equity	$ 220.9
SPAC Cash[1][2]	263.0
New Debt Raised[3]	170.4
Total Proposed Sources	**$ 654.2**

Proposed Uses	
Stock Consideration ($10.00 / share)[5]	$ 220.9
Cash Consideration to Seller[2][5]	300.0
Repayment of Existing REPAY Debt	79.1
Cash to Balance Sheet[4]	17.5
Estimated Transaction Costs	36.7
Total Proposed Uses	**$ 654.2**

Proposed Pro Forma Capitalization at Closing	
Share Price	$ 10.00
Total Shares Outstanding[2][7][9]	50.0
Equity Value	**$ 500.4**
Debt at Close[3]	170.4
Cash at Close[4]	(17.5)
Enterprise Value	**$ 653.3**
REPAY 2020E Adjusted EBITDA Range[6]	$52 - $54
REPAY EV / 2020E Adjusted EBITDA Multiple	12.1x - 12.6 x
REPAY 2019E Adjusted EBITDA[6]	$ 44.0
REPAY EV / 2019E Adjusted EBITDA Multiple	14.8 x
REPAY Estimated LTM Mar-19 Adjusted EBITDA	$ 37.1
Net Debt / Estimated LTM Mar-19 Adjusted EBITDA	4.1 x

Illustrative Proposed Equity Capitalization Summary[7]

	At Closing - No Earn-Out	
Party	Class A Shares	% Ownership
Existing REPAY Shareholders[5]	22,085,492	44.1%
SPAC Public Shareholders[2][8]	25,800,000	51.6%
SPAC Sponsor Shareholders[9][10]	2,150,000	4.3%
Total[7]	**50,035,492**	**100.0%**

Note: Presentation on this page represents current expectations relating to transaction structure and is subject to further discussions in its entirety. Merger consideration is $600 million subject to adjustment for REPAY debt, excess transaction expenses, working capital adjustments, employee transaction bonuses, cash and certain contingent obligations. The presentation on this slide reflects an adjustment only for REPAY debt and does not reflect any other assumed adjustments. The adjustments will be estimated at closing. Of the equity portion of the merger consideration, 60,000 LLC Units (described in footnotes) will be held in escrow for surrender in the event of downward post-closing true-up adjustments to the merger consideration and up to 60,000 additional LLC Units available for delivery to cover upward purchase price adjustments.

1) SPAC cash includes the amount held in trust and estimated accrued interest.
2) Assumes no redemptions by Thunder Bridge's existing public shareholders. Actual results in connection with the merger may differ. Additional financing may be required to complete the transaction, including the issuance of additional equity securities.
3) Projected debt balance at close.
4) Projected cash balance as close.
5) Existing REPAY shareholders will own LLC units of REPAY, as a subsidiary of Pubco, exchangeable for Class A Shares of Pubco. Assumes existing REPAY equity holders receive $300 mm in cash consideration. If Thunder Bridge fails to deliver the required $300 mm cash consideration, REPAY can waive the closing condition and instead receive additional LLC Units at a value of $10.00 per LLC Unit in lieu of any cash shortfall. Up to 7,500,000 additional LLC units exchangeable for Class A Shares will be delivered if earn-out conditions are satisfied. See "Transaction Summary" on slide 31.
6) See "Income Statement" on slide 34.
7) Excludes (i) the exercise of 34,630,000 warrants outstanding, exercisable at $11.50 per Class A Share and (ii) Management Incentive Pool of 10% fully diluted. Does not reflect Monroe Capital's forward purchase option to purchase 5,000,000 units of Thunder Bridge that consists of one share and one warrant, at a purchase price of $10.00, as described further in SEC filings by Thunder Bridge. Percentages are estimates only, and such estimates are based on the assumption that each of the LLC Units will convert into Class A Common Stock of the Pubco.
8) Excludes the exercise of 25,800,000 warrants outstanding, exercisable at $11.50 per Class A Share.
9) At closing, SPAC Sponsor owns 2,150,000 shares that are not subject to forfeiture, while an aggregate of 3,900,000 shares in the name of the SPAC Sponsor are held in escrow subject to forfeiture. These amounts assume cancellation of 400,000 Sponsor shares at closing in respect of certain transaction expenses. See "Transaction Summary" on slide 31.
10) Excludes the exercise of 8,830,000 warrants outstanding, exercisable at $11.50 per Class A Share.

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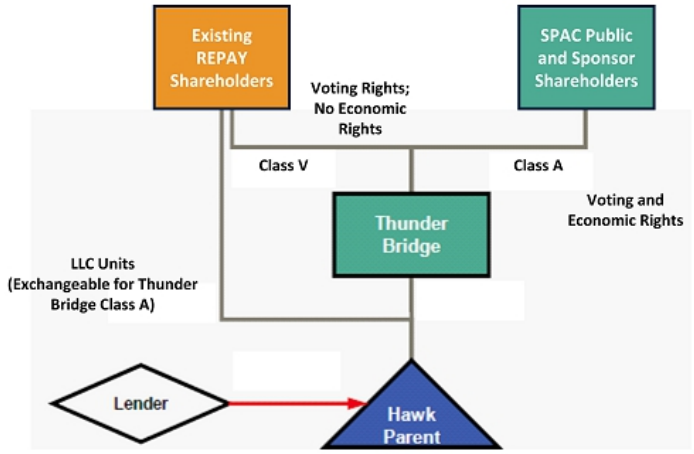
Post-transaction Structure



Income Statement – Historical and Forecasted

($ in mm)	2016A	2017A	2018B	2019E	2020E
Payment Volume	$4,354	$5,248	$7,443	$9,219	$11,000 - $11,200
YoY Growth	*86%*	*21%*	*42%*	*24%*	*19 - 22%*
Total Revenue	**$82.3**	**$94.0**	**$130.5**	**$159.2**	**$188 - $192**
YoY Growth	*66%*	*14%*	*39%*	*22%*	*18 - 21%*
Interchange and Network Fees	31.0	36.9	48.0	58.5	
Non-GAAP Net Revenue[1]	**$51.3**	**$57.1**	**$82.4**	**$100.7**	**$118 - $122**
YoY Growth	*na*	*11%*	*44%*	*22%*	*17 - 21%*
Other Costs of Services	22.2	20.7	27.2	29.1	
Gross Profit[2]	**$29.1**	**$36.3**	**$55.2**	**$71.6**	**$84 - $88**
% Margin	*57%*	*64%*	*67%*	*71%*	*71 - 72%*
YoY Growth	*na*	*25%*	*52%*	*30%*	*17 - 23%*
SG&A[3]	23.6	13.7	27.6	27.7	
Depreciation and amortization	3.7	7.5			
Interest Expense	2.3	5.7			
Net Income	**($0.5)**	**$9.4**			
Adjusted EBITDA[4]	**$21.6**	**$25.4**	**$36.8**	**$44.0**	**$52 - $54**
% Margin	*42%*	*45%*	*45%*	*44%*	*44%*
YoY Growth	*na*	*18%*	*45%*	*20%*	*18 - 23%*

Source: Management estimates for 2018 through 2020.

Note: This Presentation includes forecasted 2019 Adjusted EBITDA and ranges of forecasted 2020 Adjusted EBITDA for REPAY. This Presentation does not provide a reconciliation of this forward-looking non-GAAP financial measure to the most directly comparable GAAP financial measure because calculating the components would involve numerous estimates and judgments that are unduly burdensome to prepare and may imply a degree of precision that would be confusing or potentially misleading to investors. In addition, this Presentation includes preliminary financial information relating to REPAY's financial results for the year ended December 31, 2018 based on the information currently available to REPAY. The financial closing procedures for the three months and the year ended December 31, 2018 have not yet been completed by REPAY, and as a result, actual results for the year ended December 31, 2018 may, upon the completion of its closing procedures, final adjustments and other developments prior to the time that such financial results are finalized, differ from the preliminary financial information provided in this Presentation.

1) Net Revenue is defined as Total Revenue less Interchange and Network Fees.
2) Gross Profit is defined as Net Revenue less other costs of services, which include commissions to software integration partners and other third party processing costs, such as front and back-end processing costs and sponsor bank fees.
3) These expenses primarily consist of compensation increases from headcount growth and in 2016, commission buyouts relating to certain sales employees.
4) See "Adjusted EBITDA Reconciliation" on slide 35.

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Adjusted EBITDA Reconciliation – Historical

Adjusted EBITDA Reconciliation		
($ in millions)	**2016A**	**2017A**
Net Income (Loss)	**($0.5)**	**$9.4**
Interest Expense	2.3	5.7
Depreciation and Amortization	3.7	7.5
EBITDA[1]	**$5.5**	**$22.6**
Other Expenses[2]	0.0	1.2
Non-Cash Change in FV Contingent Consideration[3]	-	(2.1)
Transaction Expenses[4]	15.3	1.4
Share-based Compensation Expense[5]	0.1	0.6
Other Non-recurring Charges[6]	0.6	1.7
Adjusted EBITDA[7]	**$21.6**	**$25.4**

Note: This Presentation includes forecasted 2019 Adjusted EBITDA and ranges of forecasted 2020 Adjusted EBITDA for REPAY. This Presentation does not provide a reconciliation of this forward-looking non-GAAP financial measure to the most directly comparable GAAP financial measure because calculating the components would involve numerous estimates and judgments that are unduly burdensome to prepare and may imply a degree of precision that would be confusing or potentially misleading to investors. In addition, this Presentation includes preliminary financial information relating to REPAY's financial results for the year ended December 31, 2018 based on the information currently available to REPAY. The financial closing procedures for the three months and the year ended December 31, 2018 have not yet been completed by REPAY, and actual results for the year ended December 31, 2018 may, upon the completion of its closing procedures, final adjustments and other developments prior to the time that such financial results are finalized, differ from the preliminary financial information provided in this Presentation. As a result, this Presentation also does not provide a detailed reconciliation of 2018 Adjusted EBITDA to the most directly comparable GAAP financial measure because it would be unduly burdensome to prepare.

1) REPAY is not a taxable entity so there are no taxes to add back in calculating EBITDA. For presentation purposes, a specified tax rate was assumed for future periods.
2) Primarily consists of debt issuance costs relating to REPAY's credit agreement, and repayment penalties relating to its prior debt.
3) Reflects the changes in Management's estimates of future cash consideration to be paid in connection with prior acquisitions from the amount estimated as of the later of the most recent balance sheet date forming the beginning of the income statement period.
4) Transaction expenses are the professional service fees and other costs in connection with the acquisition of REPAY by Hawk Parent Holdings LLC in September 2016, financing transactions, and the acquisitions by REPAY of Sigma, PaidSuite, and Paymaxx Pro.
5) Represents compensation expense associated with equity compensation plans.
6) Other non-recurring items, such as costs associated with one-time strategic initiatives and sponsor management fees, which will terminate upon the closing the Transaction.
7) Adjusted EBITDA is a non-GAAP financial measure that represents net income prior to interest expense, and depreciation and amortization, as adjusted to add back non-cash charges and account for non-recurring items, including other expenses, non-cash gain from the change in fair value of contingent consideration, transaction expenses, share-based compensation charges, and other charges.

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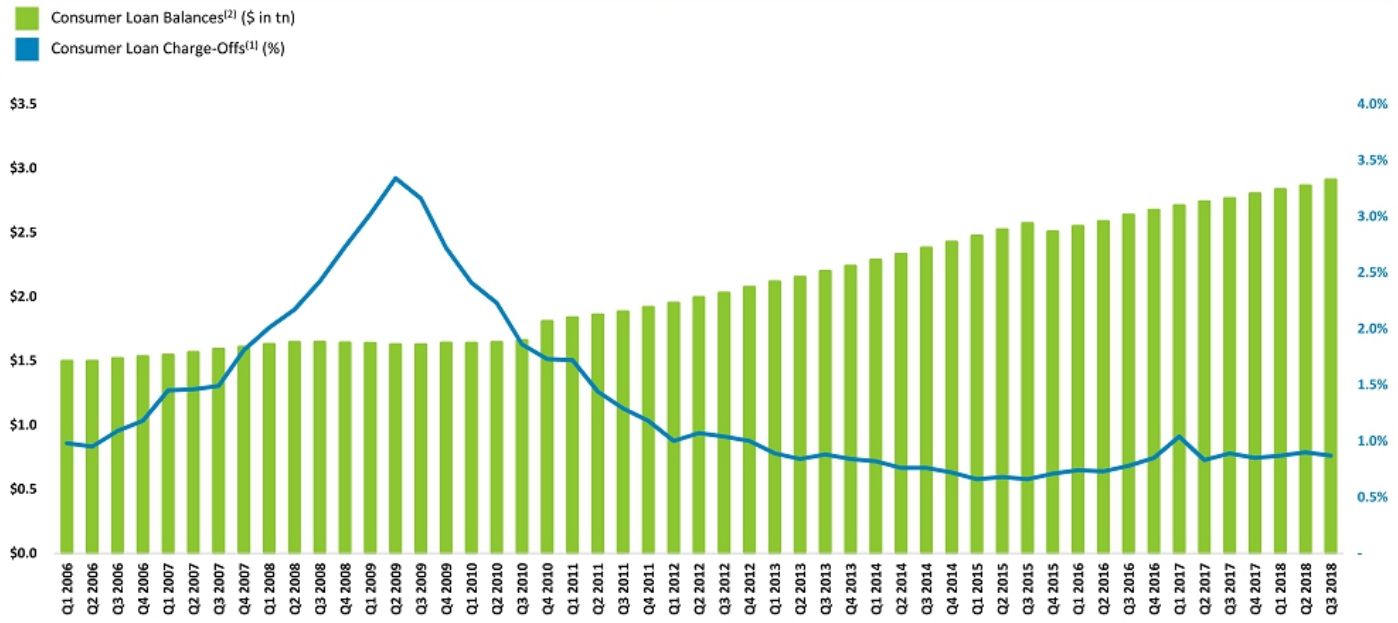
Personal Loan Market is Stable

Although elevated charge-offs during the recession stemmed from the growth in the personal consumer loan balances, the overall balance of personal consumer loans remained relatively stable as demand for credit remained strong during the downturn

Personal Consumer Loan Charge-Offs[1] / Consumer Loan Balances[2]



Source: Federal Reserve website (https://www.federalreserve.gov/releases/g19/HIST/cc_hist_sa_levels.html) for Consumer Loan Balances and (https://www.federalreserve.gov/releases/chargeoff/chgallsa.htm) for Consumer Loan Charge-Offs.

1) Charge-Off Rates from consumer loans of U.S.-chartered commercial banks, excluding mortgage and credit card. Seasonally adjusted for period Q1 2006 – Q3 2018. Charge-offs, defined as the value of loans removed from the books and charged against loss reserves, are measured net of recoveries as a percentage of average loans and annualized.

2) Consumer Loan Balances are based on nonrevolving consumer credit owned and securitized, outstanding.

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Comparables Benchmarking

Company Name	Enterprise Value ($ mm)	Multiples: EV / Revenue CY 19E	EV / Revenue CY 20E	EV / EBITDA CY 19E	EV / EBITDA CY 20E	Operating Statistics: Net Revenue CY 19E	Net Revenue CY 20E	% Growth CY 19E	% Growth CY 20E	EBITDA CY 19E	EBITDA CY 20E	% Growth CY 19E	% Growth CY 20E	Margins: EBITDA CY 19E	EBITDA CY 20E	Leverage Ratio CY 18E
REPAY	$ 653	6.5 x	5.4x - 5.5x	14.8 x	12.1x - 12.6x	$101	$118 - $122	22%	17% - 21%	$44	$52 - $54	20%	18% - 23%	44%	44%	4.1 x
worldpay	$ 33,446	7.8 x	7.1 x	15.4 x	13.7 x	$4,282	$4,695	9%	10%	$2,167	$2,448	15%	13%	51%	52%	3.7 x
globalpayments	$ 22,858	5.2 x	4.7 x	14.1 x	13.0 x	$4,431	$4,828	12%	9%	$1,625	$1,754	14%	8%	37%	36%	2.6 x
TSYS	$ 19,592	4.8 x	4.5 x	13.7 x	12.8 x	$4,081	$4,380	7%	7%	$1,425	$1,534	5%	8%	35%	35%	2.6 x
EVO PAYMENTS INTERNATIONAL	$ 2,613	4.2 x	3.9 x	15.9 x	14.1 x	$616	$675	9%	9%	$164	$185	14%	13%	27%	27%	3.7 x
i3 Verticals	$ 792	6.2 x	5.9 x	21.7 x	19.1 x	$127	$135	13%	6%	$36	$41	15%	14%	29%	31%	1.9 x
Mean		5.6 x	5.2 x	16.2 x	14.5 x	$2,708	$2,943	10%	8%	$1,083	$1,193	13%	11%	35%	36%	2.9x
Square	$ 32,025	14.2 x	10.6 x	76.1 x	48.3 x	$2,251	$3,029	43%	35%	$421	$664	65%	58%	19%	22%	nm

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Source: Capital IQ as of 1/18/2019, modified to reflect certain publicly available information.
Note: First Data was omitted from the list of peers because of its announced merger with Fiserv on 1/16/2019.
Note: REPAY's Leverage Ratio calculated as Mar-19 Net Debt / LTM Mar-19 Adjusted EBITDA. See "Proposed Capitalization and Ownership" on slide 32.

Thunder Bridge Management

Peter Kight

Executive Chairman, Thunder Bridge

- Peter Kight was the Founder, Chairman, and CEO of CheckFree until selling to Fiserv in December 2007
- After the merger, Peter served as the Vice-Chairman for three years and then resided on Fiserv's Board of Directors until 2012
- Mr. Kight also served as Managing Partner and Senior Advisor at Comvest Partners
- Mr. Kight is a member of the Board of Directors at a number of companies, including Huntington Bancshares Incorporated and Blackbaud Inc.

Gary Simanson

Chief Executive Officer, Thunder Bridge

- In addition to serving as CEO of Thunder Bridge, Gary Simanson serves as the Managing Director at First Capital Group, an investment banking advisory firm
- Mr. Simanson also served in a number of leadership roles in the banking industry, including CEO of First Avenue National Bank, Senior Advisor to the Chairman of Alpine Capital Bank, and Founder, Vice Chairman and CSO of Community Bankers Trust
- Mr. Simanson also was an Associate General Counsel at Union Planters Corp and began his career as a practicing attorney in New York at Milbank, Tweed, Hadley & McCloy
- Mr. Simanson received his MBA from George Washington University and his J.D. from Vanderbilt University

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Exhibit 99.3

Thunder Bridge Acquisition, Ltd.
9912 Georgetown Pike
Suite D203
Great Falls, Virginia 22066

January 21, 2019

Monroe Capital LLC
311 South Wacker Drive, 64th FL
Chicago, IL 60606

RE: Letter Agreement regarding Contingent Forward Purchase Contract

Ladies and Gentlemen:

This letter agreement (the "**Letter Agreement**") is entered into in connection with the contingent forward purchase contract (the "**Purchase Contract**") by and among Monroe Capital LLC, a Delaware limited liability company ("**Monroe**"), Thunder Bridge Acquisition, Ltd., a Cayman Islands exempted company (together with any successor entity thereto, including without limitation upon the Domestication (as defined below), the "**Company**"), and Thunder Bridge Acquisition LLC, a Delaware limited liability company ("**Sponsor**" and, together with the Monroe and the Company, the "**Parties**" and each, a "**Party**"), dated as of April 19, 2018. Capitalized terms use but not defied herein shall have the meanings ascribed to such terms in the Purchase Contract.

Background

A. Subject to the terms and conditions of the Purchase Contract, including the requirement that Monroe provide written consent to the applicable Business Combination for purposes of the Purchase Contract, Monroe has agreed to purchase, and Company has agreed to sell (the "**Unit Purchase**"), 5,000,000 units of the Company upon the consummation of such Business Combination, with each unit consisting of one Class A Ordinary Share of the Company and one warrant to purchase an additional Class A share of the Company at an exercise price of $11.50 (collectively, the "**Securities**"), for an aggregate purchase price of $50,000,000.

B. Additionally, pursuant to Section 6.17 of the Purchase Contract, in the event that Monroe provides the written consent to the Business Combination referred to above, the Company shall grant to Monroe a right of First Refusal (the "**ROFR**") with respect to fifty-one percent (51%) of any issuances of debt (the "**Debt**") by the Company in connection with such Business Combination and the right to be lead agent and arranger with respect to such debt.

C. The Company intends to enter into an agreement and plan of merger (as the same may be amended, waived, supplemented or otherwise modified from time to time, the "**Merger Agreement**"), with Hawk Parent Holdings LLC ("**Repay**"), TB Acquisition Merger Sub LLC, a wholly-owned subsidiary of the Company ("**Merger Sub**"), and CC Payment Holdings, L.L.C., as the Repay securityholder representative, pursuant to which, among other matters, (i) the Company will domesticate into a Delaware corporation in accordance with applicable law (the "**Domestication**"), and (ii) Merger Sub will merge with and into Repay with Repay continuing as the surviving entity and a subsidiary of the Company (the transactions to be effected pursuant to the Merger Agreement and the Transaction Documents (as defined therein) referred to therein (in each case as such Transaction Documents may be amended, waived, supplemented or otherwise modified by the parties thereto), collectively, the "**Repay Business Combination**").

In consideration of the foregoing, the Parties hereby agree as follows, to be effective immediately prior to the Company's execution and delivery of the Merger Agreement without any further action by Monroe or the Company:

1. **Business Combination**. The Parties acknowledge that, if consummated, the Repay Business Combination will constitute the "Business Combination" for purposes of the Purchase Contract.

2. **Consent**. Pursuant to Section 3.3.4 of the Purchase Contract, Monroe hereby irrevocably consents to the Repay Business Combination.

3. **No Unit Purchase**. The Parties hereby agree that, notwithstanding the execution of the Merger Agreement and the Transaction Documents and the pursuit or completion of the Repay Business Combination, neither Monroe nor the Company will effect or seek to effect the Unit Purchase as contemplated by the Purchase Contract.

4. **Monroe Waiver**. Pursuant to Section 6.5 of the Purchase Contract, Monroe hereby fully and irrevocably waives:

(a) all of Monroe's rights to purchase, or to require the Company to sell, the Securities in the Unit Purchase under Section 1 of the Purchase Contract, in connection with the Repay Business Combination;

(b) Monroe's right to exercise the ROFR over the Debt under Section 6.17 of the Purchase Contract, and any other rights in connection with the Debt; and

(c) any obligations, commitments or liabilities of any kind, direct or indirect, express or implied, of the Company to Monroe under the Purchase Contract.

5. **Company Waiver**. The Company hereby fully and irrevocably (a) waives all of Company's rights to sell, or to require Monroe to purchase, the Securities in the Unit Purchase under Section 1 of the Purchase Contract, in connection with the Repay Business Combination, and (b) acknowledges and agrees that Monroe shall not have, and is fully released and discharged of, any obligations, commitments or liabilities of any kind, direct or indirect, express or implied, to the Company under the Purchase Contract, other than the obligations set forth in Section 7 thereof.

6. **Confidentiality**. Attached as Exhibit A hereto is a copy of the Non-Disclosure Agreement, dated as of July 8, 2018 (the "**NDA**"), by and between Repay Holdings, LLC and the Company. Monroe hereby agrees to be bound by, and subject to, all of the terms and conditions of the NDA applicable to the Company's Associates who receive Confidential Information thereunder (as such terms are defined in the NDA), including without limitation the restrictions set forth therein on the use or disclosure of the Confidential Information (as such term is defined in the NDA). For purposes of clarification, Monroe shall not be subject to Section 7 of such NDA.

7. **Public Statements**. Monroe agrees that it shall not, without the prior written consent of the Company, make any public statement regarding this Letter Agreement or the matters referred to herein, except if (i) in the judgement of counsel for Monroe, such announcement or other communication is required by applicable law, regulation, or request from a governmental entity (including the rules of any applicable securities exchange), in which case Monroe will use reasonable efforts to the extent reasonably practicable to consult with the Company regarding the content thereof (it being understood that such consultation shall not impact Monroe's ultimate discretion to make such communications that such counsel concludes are required by law) or (ii) such public statement is in connection with any claim brought by the Company or any third party against Monroe related to this Letter Agreement or the subject matter thereof.

8. **Supremacy; Reinstatement.** In the event of any conflict between the terms of this Letter Agreement and the Purchase Contract, the terms of this Letter Agreement shall govern and supersede such inconsistent terms. In the event that the Merger Agreement is terminated without the Closing (as defined in the Merger Agreement) having occurred thereunder, the terms of Sections 1 through 5 of this Letter Agreement shall cease to apply to any new Business Combination which the Company may pursue other than the Repay Business Combination.

9. **Amendment**. The terms and provisions of this Letter Agreement may be modified or amended only by written agreement executed by all Parties hereto, and any of the provisions hereof may be waived by a Party only in a writing executed by such Party.

10. **Assignment**. The rights and obligations under this Letter Agreement may not be assigned by any Party hereto without the prior written consent of the other Parties.

11. **Benefit**. This Letter Agreement shall be binding on the Parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each Party hereto. Nothing in this Letter Agreement shall be construed to create any rights or obligations except among the Parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Letter Agreement.

12. **Governing Law**. This Letter Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of New York applicable to contracts wholly performed within the borders of such state, without giving effect to the conflict of law principles thereof.

13. **Miscellaneous**. This Letter Agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party and delivered to the other Parties, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or any other form of electronic delivery, 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 signature page were an original thereof. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Letter Agreement shall be unreasonable or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it reasonable and enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Letter Agreement shall nevertheless remain in full force and effect.

[Signature Pages Follow]

If the foregoing accurately sets forth our understanding and agreement, please sign the enclosed copy of this Letter Agreement and return it to us.

Very truly yours,

THUNDER BRIDGE ACQUISITION, LTD.

By: /s/ Gary A. Simanson
Name: Gary A. Simanson
Title: Chief Executive Officer

[Signature Page to Letter Agreement]

Accepted and Agreed as of the date first written above:

MONROE CAPITAL LLC,
A Delaware limited liability company

By: /s/ Theodore L. Koenig
Name: Theodore L. Koenig
Title: President and CEO

[Signature Page to Letter Agreement]

Agreed and acknowledged as of the date first written above:

Thunder Bridge Acquisition LLC

By: /s/ Gary A. Simanson
Name: Gary A. Simanson
Title: Managing Member

[Signature Page to Letter Agreement]

Exhibit A
NDA

See attachment.