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): **May 29, 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. ☐

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

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

Item 1.01. Entry into a Material Definitive Agreement.

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

Director Replacement Notice

On May 29, 2019, pursuant to the provisions of Section 5.14 of the Merger Agreement, Thunder Bridge designated Paul R. Garcia as a replacement director for Gary A. Simanson to serve on the Board of Directors of Thunder Bridge immediately after the Closing (the "**Post-Closing Board**").

Parent Sponsor Stockholders Agreement

In connection with the replacement of Gary A. Simanson with Paul R. Garcia on the Post-Closing Board, the parties to the Merger Agreement have agreed to replace the form of stockholders agreement that Thunderbridge and Mr. Simanson were expected to execute in connection with the Closing with a new stockholders agreement (as may be amended, including to the extent required by the Nasdaq Stock Market, the "**Parent Sponsor Stockholders Agreement**") with Thunder Bridge's sponsor, Thunder Bridge Acquisition, LLC (the "**Sponsor**").

Under the Parent Sponsor Stockholders Agreement, so long as the Sponsor (or any subsequent Stockholder party thereto, as described below, the "**Stockholder**") and its permitted transferees collectively beneficially own at least 5% of the Class A common stock of the post-Closing company, Peter J. Kight (or in the event of his death or incapacity, Robert H. Hartheimer) (the "**Stockholder Designator**") will be able to designate an individual (the "**Stockholder Designee**") to be nominated to serve as a Class I director on the Post-Closing Board; provided, that such Stockholder Designee must be eligible to serve as a director, qualify as "independent" and be qualified to serve on the audit committee of the Post-Closing Board, in each case under applicable Nasdaq rules (or any other market upon which shares of Class A common stock are then traded), and be willing to serve on the audit committee. Thunder Bridge will also agree to use its best efforts to cause the Stockholder Designee to be elected to the Post-Closing Board. So long as Mr. Garcia is willing to serve on the Post-Closing Board and meets the requirements to serve as the Stockholder Designee as described above, the Stockholder Designator will continue to designate Mr. Garcia as the Stockholder Designee. Additionally, any change in the size of the Post-Closing Board requires the consent of the Stockholder Designator. The Stockholder Designee will be entitled to receive compensation consistent with the compensation received by other non-employee directors, including any fees and equity awards, and will be entitled to the same rights and privileges applicable to all other members of the Post-Closing Board, including indemnification and exculpation rights and director and officer insurance.

Upon the distribution by the Sponsor to its members of the securities of Thunder Bridge that it owns, the Stockholder Designator at that time will automatically become the Stockholder for purposes of the Parent Sponsor Stockholders Agreement. For purposes of the Parent Sponsor Stockholders Agreement, the Stockholder's permitted transferees will include:

- so long as the Stockholder is the Sponsor, (i) certain of the Sponsor's affiliates and (ii) any of the Sponsor's members as of the Closing (the "**Sponsor Members**") and certain of such members' respective affiliates (the "**Related Parties**"); and

- upon the Stockholder Designator becoming the Stockholder, (i) certain of the Stockholder Designator's affiliates and (ii) any Sponsor Members and Related Parties that have entered into a voting agreement with the Stockholder Designator or otherwise filed a form with the SEC indicating that they are part of a "group" with the Stockholder Designator for purposes of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

Thunder Bridge will also agree to provide the Stockholder with certain information and access rights to the books and records of Thunder Bridge and its subsidiaries, as well as delivery of certain financial and operating reports and other reports and information that it otherwise prepares. The Stockholder will also be subject to certain confidentiality obligations.

The Parent Sponsor Stockholders Agreement will terminate upon the earliest to occur of: (i) the Stockholder and its permitted transferees collectively beneficially owning less than 5% of the outstanding Class A common stock of Thunder Bridge; (ii) the written request of the Stockholder to the Company to terminate the Parent Sponsor Stockholders Agreement; (iii) five (5) years after the Closing; (iv) the later of (A) 100% of the founder shares that the Sponsor agreed to place in escrow and subject to forfeiture after the Closing pursuant to the Sponsor Earnout Letter vesting and no longer being subject to forfeiture in accordance with the terms of the Sponsor Earnout Letter and (B) the expiration of the lock-up period that the Sponsor agreed to in connection with Thunder Bridge's initial public offering; and (v) the death or incapacity of both Peter J. Kight and Robert H. Hartheimer. Thunder Bridge will agree in the Parent Sponsor Stockholders Agreement that the charter of Thunder Bridge's nominating and corporate governance committee will provide that in the event that the Parent Sponsor Stockholders Agreement is terminated due to the death or incapacity of both Peter J. Kight and Robert H. Hartheimer, (i) Mr. Garcia will continue to be nominated for the Post-Closing Board as a Class I director so long as he is willing to serve and otherwise meets the qualifications for the Stockholder Designee described above and (ii) if Mr. Garcia is no longer willing to serve or fails to meet the qualifications for the Stockholder Designee described above, the committee will nominate an independent director for such Class I director position who otherwise meets the qualifications for the Stockholder Designee described above and who is not an affiliate of CC Payment Holdings, L.L.C. or an officer, director, manager, employee, partner, member or stockholder of CC Payment Holdings, L.L.C. or its affiliate.

The foregoing description of the Parent Sponsor Stockholders Agreement is not complete and is qualified in its entirety by reference to the full text of the form of Parent Sponsor Stockholders Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Garcia Support Agreement

Mr. Garcia entered into a Parent Sponsor Director Support Agreement (the "**Garcia Support Agreement**") in favor of Thunder Bridge and Repay and their present and future successors and subsidiaries (collectively, the "**Covered Parties**"), which Garcia Support Agreement is in substantially the same form as the Parent Sponsor Director Support Agreement that was entered into by Mr. Simanson on January 21, 2019.

In the Garcia Support Agreement, Mr. Garcia has agreed for the restricted period described below, subject to specified exceptions and conditions in the Garcia Support Agreement, 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. Mr. Garcia also agreed in the Garcia Support Agreement to certain non-solicitation and non-interference obligations during the restricted period and customary confidentiality requirements. The restricted period lasts from the Closing until the six-month anniversary of when Mr. Garcia is no longer an employee or director of the Covered Parties.

In addition, Thunder Bridge, Repay and Mr. Simanson agreed to terminate the Parent Sponsor Director Support Agreement that Mr. Simanson previously entered into on January 21, 2019.

The foregoing description of the Garcia Support Agreement is not complete and is qualified in its entirety by reference to the full text of the Garcia Support Agreement, a copy of which is filed as Exhibit 10.2 hereto and is incorporated herein by reference.

Sponsor Earnout Letter Second Amendment

Thunder Bridge, Repay and the Sponsor have agreed to amend the letter agreement, dated as of January 21, 2019 (as amended on May 9, 2019, the "**Sponsor Earnout Letter**"), among Thunder Bridge, the Sponsor and Repay (such amendment, the "**Sponsor Earnout Letter Second Amendment**"), to remove the requirement that the Sponsor liquidate within 10 days following the Closing and to otherwise accommodate Mr. Garcia's replacement of Mr. Simanson on the Post-Closing Board for certain limited purposes thereunder.

The foregoing description of the Sponsor Earnout Letter Second Amendment is not complete and is qualified in its entirety by reference to the full text of the Sponsor Earnout Letter Second Amendment, a copy of which is filed as Exhibit 10.3 hereto and is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On May 29, 2019, Thunder Bridge issued a press release announcing the designation of Paul R. Garcia to the Post-Closing Board upon the consummation of the previously announced business combination between Thunder Bridge and Repay. The press release is attached hereto as Exhibit 99.1.

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

IMPORTANT INFORMATION ABOUT THE TRANSACTION AND WHERE TO FIND IT

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

PARTICIPANTS IN THE SOLICITATION

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

FORWARD-LOOKING STATEMENTS

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

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

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

NO OFFER OR SOLICITATION

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

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Number	Description
10.1	Form of Parent Sponsor Stockholders Agreement by and among Thunder Bridge and the Sponsor
10.2	Parent Sponsor Director Support Agreement, dated as of May 29, 2019, by Paul R. Garcia in favor of Thunder Bridge and Repay
10.3	Second Amendment to Sponsor Letter Agreement, dated as of May 29, 2019, by and among Thunder Bridge, the Sponsor and Repay
99.1	Press Release, dated May 29, 2019

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THUNDER BRIDGE ACQUISITION, LTD.

Dated: May 29, 2019

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

Exhibit 10.1

STOCKHOLDERS AGREEMENT

DATED AS OF [●], 2019

AMONG

REPAY HOLDINGS CORPORATION

AND

THUNDER BRIDGE ACQUISITION LLC

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STOCKHOLDERS AGREEMENT

This Stockholders Agreement is entered into as of [●], 2019 by and among Repay Holdings Corporation, a Delaware corporation and the successor to Parent (as defined below) (together with Parent to the extent applicable, the "Company"), and Thunder Bridge Acquisition LLC, a Delaware limited liability company (the "Stockholder").

RECITALS:

WHEREAS, 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 (together with the successor thereto upon the consummation of the Merger (as defined below), "Opco") and, solely in its capacity as the Company Securityholder Representative thereunder, CC Payment Holdings, L.L.C., a Delaware limited liability company, have entered into that certain Agreement and Plan of Merger, dated as of January 21, 2019 (as amended, the "Merger Agreement"), pursuant to which Merger Sub will merge with and into Opco (the "Merger") with Opco being the surviving limited liability company; and

WHEREAS, in connection with the Merger, the Company and the Stockholder wish to set forth certain understandings between such parties, including with respect to certain governance matters.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I.
INTRODUCTORY MATTERS

1.1 Defined Terms. In addition to the terms defined elsewhere herein, the following terms have the following meanings when used herein with initial capital letters:

"Affiliate" has the meaning set forth in Rule 12b-2 promulgated under the Exchange Act, as in effect on the date hereof.

"Agreement" means this Stockholders Agreement, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof.

"Beneficially Own" has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

"Board" means the Board of Directors of the Company.

"Business Day" means a day other than a Saturday, Sunday, federal or New York State holiday or other day on which commercial banks in New York City are authorized or required by law to close.

"Class I Director" has the meaning set forth in the Organizational Documents of the Company.

"Class II Director" has the meaning set forth in the Organizational Documents of the Company.

"Class III Director" has the meaning set forth in the Organizational Documents of the Company.

"Common Stock" means the shares of Class A Common Stock, par value $0.0001 per share, of the Company, and any equity securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation or similar transaction. For the avoidance of doubt, for purposes of determining whether a Person Beneficially Owns Common Stock of the Company under this Agreement, such Person's ownership will include any limited liability company units of Opco which such Person can exchange into shares of Common Stock pursuant to the Second Amended and Restated Limited Liability Company Agreement of Opco and the Exchange Agreement (as defined in the Merger Agreement).

"Company" has the meaning set forth in the Preamble.

"Confidential Information" means any information concerning the Company or its Subsidiaries that is furnished after the date of this Agreement by or on behalf of the Company or its designated representatives to the Stockholder or its designated representatives, together with any notes, analyses, reports, models, compilations, studies, documents, records or extracts thereof containing, based upon or derived from such information, in whole or in part; provided, however, that Confidential Information does not include information:

(i) that is or has become publicly available other than as a result of a disclosure by the Stockholder or its designated representatives in violation of this Agreement;

(ii) that was already known to the Stockholder or its designated representatives or was in the possession of the Stockholder or its designated representatives, in either case without an obligation of confidentiality to the Company or its Affiliate, prior to its being furnished by or on behalf of the Company or its designated representatives;

(iii) that is received by the Stockholder or its designated representatives from a source other than the Company or its designated representatives; provided, that the source of such information was not actually known by such Stockholder or designated representative to be bound by a confidentiality agreement with, or other contractual obligation of confidentiality to, the Company or its Affiliate;

(iv) that was independently developed or acquired by the Stockholder or its designated representatives or on its or their behalf, in any case, without the violation of the terms of this Agreement or the use of or reference to any Confidential Information; or

(v) that the Stockholder or its designated representatives is required, in the good faith determination of the Stockholder or such designated representative, to disclose by applicable law, regulation or legal process; provided, that the Stockholder or such designated representative (A) to the extent permitted by applicable law, notifies the Company reasonably in advance of any such disclosure, (B) reasonably cooperates (at the Company's sole expense) with the Company in any reasonable efforts taken by the Company to prevent or limit such disclosure and (C) otherwise takes reasonable steps to minimize the extent of any such required disclosure; provided, further, that the requirements of the foregoing proviso shall not be required where disclosure is made in connection with a routine audit or examination by a regulatory or self-regulatory authority, bank examiner or auditor and such audit or examination does not specifically reference the Company or this Agreement.

"Control" (including its correlative meanings, "Controlled by" and "under common Control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a Person.

"Director" means any director of the Company from time to time.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Immediate Family" means, with respect to an individual, the spouse, domestic partner designated in good faith by such individual, lineal descendants or antecedents of such individual, mother-in-law, father-in-law, son-in-law, daughter-in-law, adopted or step child or grandchild.

"Information" has the meaning set forth in Section 3.1 hereof.

"Initial Board" means the Board of Directors of the Company immediately following the consummation of the transactions contemplated by the Merger Agreement.

"Insider Letter" means that certain letter agreement, dated as of June 18, 2018, by and among Parent, Parent Sponsor and certain other signatories thereto.

"Kight" means Peter J. Kight.

"Law" means any statute, law, regulation, ordinance, rule, injunction, order, decree, governmental approval, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority.

"Liquidation" means the distribution by Parent Sponsor to its members of the securities of the Company that it owns in accordance with its Organizational Documents and the Parent Sponsor Letter (as defined in the Merger Agreement).

"Merger" has the meaning set forth in the Recitals.

"Merger Agreement" has the meaning set forth in the Recitals.

"Merger Sub" has the meaning set forth in the Recitals.

"NewCo has the meaning set forth in Section 4.2 hereof.

"Non-Recourse Party" has the meaning set forth in Section 5.14 hereof.

"Opco" has the meaning set forth in the Recitals.

"Organizational Documents" means: (1) the articles or certificate of incorporation and the bylaws of a corporation; (2) the partnership agreement and any statement of partnership of a general partnership; (3) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (4) the limited liability company agreement, operating agreement and the certificate of organization of a limited liability company, (5) the trust agreement and any documents that govern the formation of a trust; (6) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (7) any amendment to any of the foregoing.

"Parent" has the meaning set forth in the Recitals.

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

"Parent Sponsor Letter" means that certain letter agreement, dated as of January 21, 2019, as amended, by and among Parent, Parent Sponsor and Opco.

"Parent Sponsor Member" means any member of Parent Sponsor as of the date of this Agreement.

"Permitted Transferee" means, with respect to the Stockholder: (i) for so long as the Stockholder is Parent Sponsor, (A) a Parent Sponsor Member or any Related Party or (B) an Affiliate of the Stockholder, so long as either (x) such Affiliate is wholly owned by the Stockholder, (y) such Affiliate directly or indirectly wholly owns the Stockholder, or (z) the Stockholder and the transferee both have the same ultimate owners; or (ii) for so long as the Stockholder is the Stockholder Designator, (A) a trust or other Affiliate entity of the Stockholder Designator that is controlled by the Stockholder Designator, and the beneficiaries of which are comprised solely of the Stockholder Designator and the members of the Immediate Family of the Stockholder Designator, provided, that any transfer of interests to such Permitted Transferee under this clause (ii)(A) is for bona fide inheritance or estate planning purposes, or (B) a Parent Sponsor Member or any Related Party that has entered into a voting agreement with the Stockholder Designator or otherwise filed a form with the SEC indicating that it is part of a "group" with the Stockholder Designator for purposes of the Exchange Act.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or other form of business organization, whether or not regarded as a legal entity under applicable Law, or any Governmental Authority or any department, agency or political subdivision thereof.

"Related Party" means, (i) with respect to any Parent Sponsor Member that is a natural person, a trust or other Affiliate entity of such Parent Sponsor Member that is controlled by such Parent Sponsor Member and the beneficiaries of which are comprised solely of such Parent Sponsor Member and the members of the Immediate Family of such Parent Sponsor Member or (ii) with respect to any Parent Sponsor Member, an Affiliate of such Parent Sponsor Member so long as either (x) such Affiliate is wholly owned by such Parent Sponsor Member, (y) such Affiliate directly or indirectly wholly owns such Parent Sponsor Member or (z) such Parent Sponsor Member and the transferee both have the same ultimate owners.

"Stockholder" has the meaning set forth in the Preamble.

"Stockholder Designator" has the meaning set forth in Section 2.4.

"Stockholder Designee" has the meaning set forth in Section 2.1(c).

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which: (i) if a corporation, 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, representatives or trustees thereof is at the time owned or Controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or any combination thereof; or (ii) if a limited liability company, partnership, association or other business entity, a majority of the total voting power of stock (or equivalent ownership interest) of the limited liability company, partnership, association or other business entity is at the time owned or Controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or any combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall (a) be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or (b) Control the managing member, managing director or other governing body or general partner of such limited liability company, partnership, association or other business entity.

"Total Number of Directors" means the total number of directors comprising the Board from time to time.

1.2 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Unless the context otherwise requires: (a) "or" is disjunctive but not exclusive, (b) words in the singular include the plural, and in the plural include the singular, (c) the words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified, and (d) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

ARTICLE II.
CORPORATE GOVERNANCE MATTERS

2.1 Election of Directors.

(a) The Stockholder and the Company agree that the Initial Board as of the consummation of the transactions contemplated by the Merger Agreement will consist of the following nine (9) individuals: Jeremy Schein; Paul R. Garcia; Shaler Alias; Richard E. Thornburgh; Robert H. Hartheimer; Maryann Goebel; William Jacobs; John Morris; and Peter J. Kight, or such replacement Directors as are designated pursuant to the Merger Agreement.

(b) For as long as the Stockholder and its Permitted Transferees Beneficially Own at least five percent (5%) the outstanding Common Stock, the Stockholder Designator shall have the right, but not the obligation, to designate, and the individuals nominated for election as Directors by, or at the direction of, the Board or a duly-authorized committee thereof shall include, the Stockholder Designee (as defined below), who shall be a Class I Director. The rights of the Stockholder Designator set forth in this Section 2.1(b) shall at all times be subject to the requirement that the Stockholder Designee shall (1), in each case under applicable rules of the Nasdaq Stock Market or any other market upon which the shares of Common Stock are then listed, (i) be eligible to serve as a Director, (ii) qualify as an independent director and (iii) be eligible to serve on the audit committee of the Company and (2) be willing to serve on the audit committee of the Company.

(c) If at any time Paul R. Garcia is no longer the Stockholder Designee in accordance herewith, and the Stockholder Designator has not designated an individual that the Stockholder Designator is then entitled to designate pursuant to Section 2.1(b) hereof as the Stockholder Designee, the Stockholder Designator shall have the right, at any time and from time to time, to designate such individual which it is entitled to so designate as the Stockholder Designee, in which case, any individual nominated by or at the direction of the Board or any duly-authorized committee thereof for election as a Director to fill any vacancy on the Board shall include such designee, and the Company shall use its best efforts to (x) effect the election of such designee, whether by increasing the size of the Board or otherwise, and (y) cause the election of such designee to fill any such newly-created vacancies or to fill any other existing vacancies. Paul R. Garcia, for so long as he serves as a Director and otherwise qualifies to serve as the Stockholder Designee pursuant to the requirements herein, and each such subsequent individual whom the Stockholder Designator shall actually designate pursuant to Section 2.1(b) and who is thereafter elected and qualified to serve as a Director shall be referred to herein as the "Stockholder Designee". For so long as Paul R. Garcia is willing and, in each case under applicable rules of the Nasdaq Stock Market or any other market upon which the shares of Common Stock are then listed, (i) eligible to serve as a Director, (ii) qualifies as an independent director and (iii) is eligible to serve on the audit committee of the Company, the Stockholder Designator shall continue to designate Paul R. Garcia (and no other person) as the Stockholder Designee; provided, however, that notwithstanding the foregoing, the Stockholder Designator may designate a person other than Paul R. Garcia as the Stockholder Designee with the prior written consent of the Company.

(d) Directors are subject to removal pursuant to the applicable provisions of the Organizational Documents of the Company; provided, however, for as long as this Agreement remains in effect, subject to applicable Law, the Stockholder Designee may only be removed with the consent of the Stockholder Designator.

(e) In the event that a vacancy is created at any time by death, retirement, removal, disqualification, resignation or other cause with respect to the Stockholder Designee, any individual nominated by or at the direction of the Board or any duly-authorized committee thereof to fill such vacancy shall be, and the Company shall use its best efforts to cause such vacancy to be filled, as soon as possible by, a new designee of the Stockholder Designator, and the Company shall take or cause to be taken, to the fullest extent permitted by law, at any time and from time to time, all actions necessary to accomplish the same.

(f) The Company shall, to the fullest extent permitted by law, include the Stockholder Designee in the slate of nominees recommended by the Board at any meeting of stockholders called for the purpose of electing directors (or consent in lieu of meeting), and use its best efforts to cause the election of the Stockholder Designee to the Board, including nominating the Stockholder Designee to be elected as a Director as provided herein, recommending the Stockholder Designee's election and soliciting proxies or consents in favor thereof. In the event that the Stockholder Designee shall fail to be elected to the Board at any meeting of stockholders called for the purpose of electing directors (or consent in lieu of meeting), the Company shall use its best efforts to cause the Stockholder Designee (or a new designee of the Stockholder Designator) to be elected to the Board, as soon as possible, and the Company shall take or cause to be taken, to the fullest extent permitted by law, at any time and from time to time, all actions necessary to accomplish the same.

(g) In addition to any vote or consent of the Board or the stockholders of the Company required by applicable Law or the Organizational Documents of the Company, and notwithstanding anything to the contrary in this Agreement, for so long as this Agreement is in effect, any action by the Board to increase or decrease the Total Number of Directors (other than any increase in the Total Number of Directors in connection with the election of one or more Directors elected exclusively by the holders of one or more classes or series of the Company's shares other than Common Stock) shall require the prior written consent of the Stockholder Designator.

2.2 Compensation. Except to the extent the Stockholder Designator may otherwise notify the Company, the Stockholder Designee shall be entitled to compensation consistent with the compensation received by other non-employee Directors, including any fees and equity awards.

2.3 Other Rights of the Stockholder Designee. Except as provided in Section 2.2, the Stockholder Designee, while serving on the Board, shall be entitled to the same rights and privileges applicable to all other members of the Board generally or to which all such members of the Board are entitled. In furtherance of the foregoing, the Company shall indemnify, exculpate, and reimburse fees and expenses of the Stockholder Designee (including by entering into an indemnification agreement in a form substantially similar to the Company's form director indemnification agreement) and provide the Stockholder Designee with director and officer insurance to the same extent it indemnifies, exculpates, reimburses and provides insurance for the other members of the Board pursuant to the Organizational Documents of the Company, applicable law or otherwise.

2.4 Stockholder Designator. The Stockholder hereby irrevocably agrees that Kight shall be the Stockholder Designator; provided, however, that in the event of the death or incapacity of Kight, the Stockholder Designator shall automatically become Robert H. Hartheimer; and provided, further, that in the event of the death or incapacity of both Robert H. Hartheimer and Kight, this Agreement shall terminate in accordance with the provisions of Section 5.1(a)(v) hereof, but subject to the provisions of Section 5.1(b) hereof. Kight, or such other person then serving as the Stockholder Designator at any time under this Agreement in accordance with this Section 2.4 shall be referred to herein as the "Stockholder Designator".

ARTICLE III.
INFORMATION

3.1 Books and Records; Access. The Company shall, and shall cause its Subsidiaries to, keep proper books, records and accounts, in which full and correct entries shall be made of all financial transactions and the assets and business of the Company and each of its Subsidiaries in accordance with generally accepted accounting principles. The Company shall, and shall cause its Subsidiaries to, (a) permit the Stockholder and its designated representatives (or other designees), at reasonable times and upon reasonable prior notice to the Company, to review the books and records of the Company or any of such Subsidiaries and to discuss the affairs, finances and condition of the Company or any of such Subsidiaries with the officers of the Company or any such Subsidiary and (b) provide the Stockholder all information of a type, at such times and in such manner as is consistent with the Company's past practice or that is otherwise reasonably requested by the Stockholder from time to time (all such information so furnished pursuant to this Section 3.1, the "Information"). Subject to Section 3.4, the Stockholder (and any party receiving Information from the Stockholder) who shall receive Information shall maintain the confidentiality of such Information. Notwithstanding the foregoing, the Company shall not be required to disclose any privileged Information of the Company so long as the Company has used commercially reasonable efforts to enter into an arrangement pursuant to which it may provide such information to the Stockholder without the loss of any such privilege.

3.2 Certain Reports. The Company shall deliver or cause to be delivered to the Stockholder, at its request:

(a) to the extent otherwise prepared by the Company, operating and capital expenditure budgets and periodic information packages relating to the operations and cash flows of the Company and its Subsidiaries; and

(b) to the extent otherwise prepared by the Company, such other reports and information as may be reasonably requested by the Stockholder; provided, however, that the Company shall not be required to disclose any privileged information of the Company so long as the Company has used commercially reasonable efforts to enter into an arrangement pursuant to which it may provide such information to the Stockholder without the loss of any such privilege.

3.3 Confidentiality. The Stockholder agrees that it will, and will direct its designated representatives to, keep confidential and not disclose any Confidential Information; provided, however, that the Stockholder and its designated representatives may disclose Confidential Information to the Stockholder Designee and to (a) their and their Affiliates' respective attorneys, accountants, consultants, insurers, financing sources and other advisors in connection with the Stockholder's investment in the Company, (b) any Person, including a prospective purchaser of Common Stock, as long as such Person has agreed, in writing, to customary confidentiality restrictions with respect to such Confidential Information, (c) any of the Stockholder's or its respective Affiliates' partners, members, stockholders, directors, officers, employees or agents who reasonably need to know such information in the ordinary course of business (the Persons referenced in clauses (a), (b) and (c), the Stockholder's "designated representatives") or (d) as the Company may otherwise consent in writing; provided, further, however, that (i) each designated representative be under an obligation of confidentiality to either the Company or the Stockholder with respect to such Confidential Information and (ii) the Stockholder agrees to be responsible for any breaches of this Section 3.3 by the Stockholder's designated representatives.

3.4 Information Sharing. Each party hereto acknowledges and agrees that the Stockholder Designee may share any information concerning the Company and its Subsidiaries received by them from or on behalf of the Company or its designated representatives with the Stockholder and its designated representatives (subject to the Stockholder's obligation to maintain the confidentiality of Confidential Information in accordance with Section 3.3).

ARTICLE IV.
ADDITIONAL COVENANTS

4.1 Pledges. Upon the request of the Stockholder that it wishes to pledge, hypothecate or grant security interests in any or all of the Common Stock held by it, including to banks or financial institutions as collateral or security for loans, advances or extensions of credit, the Company agrees to reasonably cooperate with the Stockholder in taking any action reasonably necessary to consummate any such pledge, hypothecation or grant, including without limitation, delivery of letter agreements to lenders in form and substance reasonably satisfactory to such lenders (which may include agreements by the Company in respect of the exercise of remedies by such lenders) and instructing the transfer agent to transfer any such Common Stock subject to the pledge, hypothecation or grant into the facilities of The Depository Trust Company without restricted legends; provided, in each case, that the Stockholder is not otherwise restricted from pledging, hypothecating or granting a security interest in such Common Stock under the terms of the Parent Sponsor Director Support Agreements (as defined in the Merger Agreement) or any other agreement with the Company or applicable securities Law.

4.2 Spin-Offs or Split-Offs. In the event that the Company effects the separation of any portion of its business into one or more entities (each, a "NewCo"), whether existing or newly formed, including without limitation by way of spin-off, split-off, carve-out, demerger, recapitalization, reorganization or similar transaction, and the Stockholder will receive equity interests in any such NewCo as part of such separation, the Company shall cause any such NewCo to enter into a Stockholders agreement with the Stockholder that provides the Stockholder with rights vis-á-vis such NewCo that are substantially identical to those set forth in this Agreement.

ARTICLE V.
GENERAL PROVISIONS

5.1 Termination.

(a) This Agreement shall terminate on the earlier to occur of (i) such time as the Stockholder and its Permitted Transferees Beneficially Own less than 5% of the outstanding Common Stock, (ii) the delivery of a written notice by the Stockholder to the Company requesting that this Agreement terminate, (iii) the date that is five (5) years from the date hereof, (iv) the later of (A) the vesting of 100% of the Sponsor Escrow Shares (as defined in the Parent Sponsor Letter) in accordance with the terms of the Parent Sponsor Letter and (B) the expiration of the Founder Shares Lock-Up Period (as defined in the Insider Letter) and (v) upon the death or incapacity of both of Kight and Robert H. Hartheimer.

(b) From the date hereof until the earlier of:

(i) such time that this Agreement has been terminated pursuant to clauses (i) through (iv) of Section 5.1(a); or

(ii) the occurrence of any of the events that would have caused the termination of this Agreement under clauses (i), (iii) or (iv) of Section 5.1(a) after this Agreement has been terminated pursuant to clause (v) of Section 5.1(a);

the Company shall cause the charter of its nominating and corporate governance committee to provide that in the event of a termination of this Agreement pursuant to clause (v) of Section 5.1(a), until any of the events that would have caused the termination of this Agreement under clauses (i), (iii) or (iv) of Section 5.1(a) have occurred, (A) for so long as Paul R. Garcia is willing and eligible to serve in accordance with the terms of Section 2.1(b) hereof, the nominating and governance committee of the Board shall continue to include Paul R. Garcia among its nominees for Directors for the Class I Director seat held by Paul R. Garcia on the Initial Board and (B) if Paul R. Garcia is no longer willing or eligible to serve in accordance with the terms of Section 2.1(b) hereof, the nominating and governance committee of the Board will nominate an independent director in such Class I Director seat who otherwise satisfies the requirements applicable to the Stockholder Designee under the last sentence of Section 2.1(b) hereof; provided, that without limiting their eligibility to serve as Directors pursuant to any other agreement or otherwise with respect to any other board seat, no Affiliate of the Company Sponsor (as defined in the Merger Agreement) nor any officer, director, manager, employee, partner, member or stockholder of the Company Sponsor or any Affiliate thereof will be nominated in lieu of Paul R. Garcia or any successor Director to Paul R. Garcia. This Section 5.1(b) (and any provisions related to the enforcement or interpretation thereof) will survive any termination of this Agreement and shall be enforceable by any Permitted Transferee as an express third party beneficiary.

5.2 Notices. Any notice, designation, request, request for consent or consent provided for in this Agreement shall be in writing and shall be either personally delivered, sent by facsimile or sent by reputable overnight courier service (charges prepaid) to the Company at the address set forth below and to any other recipient at the address indicated on the Company's records, or at such address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. Notices and other such documents will be deemed to have been given or made hereunder when delivered personally or sent by facsimile (receipt confirmed) and one (1) Business Day after deposit with a reputable overnight courier service.

The Company's address is:

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

The Stockholder's address is:

Thunder Bridge Acquisition LLC
9912 Georgetown Pike, Suite D203
Great Falls, Virginia 22066
Attention: Gary A. Simanson
Peter J. Kight
Phone: (202) 431-0507 (phone)

Email: gsimanson@thunderbridge.us
pkight@thunderbridge.us

5.3 Amendment; Waiver. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the Company and the other parties hereto. Neither the failure nor delay on the part of any party hereto to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

5.4 Further Assurances. The parties hereto will sign such further documents, cause such meetings to be held, resolutions passed, exercise their votes and do and perform and cause to be done such further acts and things necessary, proper or advisable in order to give full effect to this Agreement and every provision hereof. To the fullest extent permitted by law, the Company shall not directly or indirectly take any action that is intended to, or would reasonably be expected to result in, the Stockholder being deprived of the rights contemplated by this Agreement.

5.5 Assignment. This Agreement may not be assigned without the express prior written consent of the other party hereto, and any attempted assignment, without such consent, will be null and void; provided, however, that, upon the Liquidation of Parent Sponsor, the rights of Parent Sponsor under this Agreement shall automatically be assigned to the Stockholder Designator without further action by any party hereto or any other Person, and the Stockholder Designator shall be considered the "Stockholder" for all purposes hereunder; provided, further, that, for the avoidance of doubt, if upon such automatic assignment this Agreement would have been terminated under clause (i) of Section 5.1(a), then instead of such assignment this Agreement shall automatically terminate upon such Liquidation. This Agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

5.6 Third Parties. Except for the rights of the Stockholder Designator as expressly set forth in this Agreement, including Sections 2.4 and 5.5 hereof, and subject to Section 5.1(b), this Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary hereto.

5.7 Governing Law. THIS AGREEMENT AND ITS ENFORCEMENT AND ANY CONTROVERSY ARISING OUT OF OR RELATING TO THE MAKING OR PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5.8 Jurisdiction; Waiver of Jury Trial. Each party hereto hereby (i) agrees that any action, directly or indirectly, arising out of, under or relating to this Agreement shall exclusively be brought in and shall exclusively be heard and determined by either the Supreme Court of the State of New York sitting in Manhattan or the United States District Court for the Southern District of New York, and (ii) solely in connection with the action(s) contemplated by subsection (i) hereof, (A) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the courts identified in subsection (i) hereof, (B) irrevocably and unconditionally waives any objection to the laying of venue in any of the courts identified in clause (i) of this Section 5.8, (C) irrevocably and unconditionally waives and agrees not to plead or claim that any of the courts identified in such clause (i) is an inconvenient forum or does not have personal jurisdiction over any party hereto, and (D) agrees that mailing of process or other papers in connection with any such action in the manner provided herein or in such other manner as may be permitted by applicable law shall be valid and sufficient service thereof. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM OR ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES CONTEMPLATED HEREBY.

5.9 Specific Performance. Each party hereto acknowledges and agrees that in the event of any breach of this Agreement by any of them, the other parties hereto would be irreparably harmed and could not be made whole by monetary damages. Each party accordingly agrees to waive the defense in any action for specific performance that a remedy at law would be adequate and agrees that the parties, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to specific performance of this Agreement without the posting of a bond.

5.10 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. There are no agreements, representations, warranties, covenants or understandings with respect to the subject matter hereof or thereof other than those expressly set forth herein and therein. This Agreement supersedes all other prior agreements and understandings between the parties with respect to such subject matter. Notwithstanding the foregoing, nothing herein shall affect the rights and obligations of the Company or the Stockholder or its Affiliates under any other agreements with respect to confidentiality and non-use of information, which the parties express agree shall not be superseded by the terms of this Agreement.

5.11 Severability. If any provision of this Agreement, or the application of such provision to any Person or circumstance or in any jurisdiction, shall be held to be invalid or unenforceable to any extent, (i) the remainder of this Agreement shall not be affected thereby, and each other provision hereof shall be valid and enforceable to the fullest extent permitted by law, (ii) as to such Person or circumstance or in such jurisdiction such provision shall be reformed to be valid and enforceable to the fullest extent permitted by law, and (iii) the application of such provision to other Persons or circumstances or in other jurisdictions shall not be affected thereby.

5.12 Table of Contents, Headings and Captions. The table of contents, headings, subheadings and captions contained in this Agreement are included for convenience of reference only, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

5.13 Counterparts. This Agreement and any amendment hereto may be signed in any number of separate counterparts (including by facsimile, pdf or other electronic document transmission), each of which shall be deemed an original, but all of which taken together shall constitute one Agreement (or amendment, as applicable).

5.14 No Recourse. This Agreement may only be enforced against, and any claims or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, the transactions contemplated hereby or the subject matter hereof may only be made against, the parties hereto and no past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, stockholder, agent, attorney or representative of any party hereto or any past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, stockholder, agent, attorney or representative of any of the foregoing (each, a "Non-Recourse Party") shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMPANY

Repay Holdings Corporation,
a Delaware corporation

By: _____
Name:
Title:

STOCKHOLDER

Thunder Bridge Acquisition LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[Signature Page to Parent Sponsor Stockholders Agreement]

Exhibit 10.2

PARENT SPONSOR DIRECTOR SUPPORT AGREEMENT

This Parent Sponsor Director Support Agreement (this "Agreement") is being executed and delivered as of May 29, 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 January 21, 2019 (as amended, 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.

/s/ Paul R. Garcia

Paul R. Garcia

{Signature Page to Parent Sponsor Director Support Agreement}

Exhibit 10.3

SECOND AMENDMENT TO SPONSOR EARNOUT LETTER

May 29, 2019

This Second Amendment (this "Second Amendment") to the Sponsor Earnout Letter (as defined below) is made and entered into as of the date first written above by and among Thunder Bridge Acquisition, Ltd., a Cayman Islands exempted company ("Parent"), Thunder Bridge Acquisition LLC, a Delaware limited liability company ("Sponsor"), and Hawk Parent Holdings LLC, a Delaware limited liability company (the "Company"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sponsor Earnout Letter (and to the extent not defined therein, the Merger Agreement).

WHEREAS, Parent, Sponsor and the Company (collectively, the "Parties") have entered into that certain letter agreement, dated as of January 21, 2019 (as amended, including by the Amendment to Sponsor Earnout Letter, dated as of May 9, 2019, and this Second Amendment, the "Sponsor Earnout Letter"); and

WHEREAS, the parties to the Merger Agreement are entering into a Director Replacement Notice and Agreement on or about the date hereof (the "Director Replacement Agreement"), and in connection with the Director Replacement Agreement, the Parties now desire to amend the Sponsor Earnout Letter on the terms and conditions set forth herein.

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

1. Amendments to Sponsor Earnout Letter.

(a) Section 9 of the Sponsor Earnout Letter is hereby deleted in its entirety and replaced with the following: "At any time following the Closing, Sponsor shall be permitted 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***")."

(b) Section 15(e) of the Sponsor Earnout Letter is hereby amended to delete Gary Simanson as an Excluded Director and replace him with Paul R. Garcia.

2. Miscellaneous. The provisions of Section 13 and Section 14 of the Sponsor Earnout Letter shall apply *mutatis* mutandis to this Second Amendment. Any reference to the Sponsor Earnout Letter in the Sponsor Earnout Letter or any other agreement, document, instrument or certificate entered into or issued in connection therewith shall hereinafter mean the Sponsor Earnout Letter, as amended by this Second Amendment (or as the Sponsor Earnout Letter may be further amended or modified after the date hereof in accordance with the terms thereof).

[*Signature Pages Follow*]

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

COMPANY:

HAWK PARENT HOLDINGS LLC

By: /s/ John A. Morris
Name: John A. Morris
Title: Chief Executive Officer

PARENT:

THUNDER BRIDGE ACQUISITION, LTD.

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

SPONSOR:

THUNDER BRIDGE ACQUISITION LLC

By: /s/ Gary A. Simanson
Name: Gary A. Simanson
Title: President

[Signature Page to Second Amendment to Sponsor Earnout Letter]

Exhibit 99.1

Thunder Bridge Acquisition, Ltd. Announces the Designation of Paul R. Garcia as Nominee to the Board of Directors of Repay Holdings Corporation upon Consummation of Business Combination

Great Falls, VA – May 29, 2019 – Thunder Bridge Acquisition, Ltd. (NASDAQ: TBRG, TBRGU and TBRGW) ("Thunder Bridge") today announced that it has designated Paul R. Garcia as a nominee to serve on the Board of Directors of Repay Holdings Corporation (the successor entity to Thunder Bridge) upon consummation of Thunder Bridge's pending business combination (the "Business Combination") with Hawk Parent Holdings, LLC, the parent company of Repay Holdings, LLC (together, "REPAY").

Mr. Garcia, a pioneer in the financial services industry, became chief executive officer of National Data Corporation's ("NDC") eCommerce line of business in June 1999, which changed its name to Global Payments, Inc. (NYSE: GPN) in 2000 and was spun off from NDC in 2001. During Mr. Garcia's14-year tenure as chief executive officer, Global Payments' annual revenues increased from $350 million to $2.4 billion and its current market capitalization is approximately $24 billion.

Mr. Garcia has served on a number of Boards of Directors, including the Global, U.S. and Latin American Boards of MasterCard International, West Corporation, Dun & Bradstreet Corporation, and the Electronic Transaction Association ("ETA"). Currently, Mr. Garcia is a Director of SunTrust Banks, Inc. (NYSE:STI) and Payment Alliance International. He is also a Director of the Commerce Club of Atlanta.

Mr. Garcia was honored as 2004 Ernst & Young Entrepreneur of the Year® in Financial Services for Georgia, Alabama, and Tennessee, and named one of the best CEOs in America five times by *Institutional Investor*. Mr. Garcia was also recognized by the Electronic Transactions Association as the recipient of the 2008-2009 Distinguished Payments Professional Award and became one of the first inductees to the ETA Hall of Fame in 2018. He was recognized by the Technology Association of Georgia as the recipient of the 2012 Lifetime Achievement Award.

Gary A. Simanson, President and Chief Executive Officer of Thunder Bridge, commented, "We are extremely honored that Mr. Garcia has agreed to join Repay Holdings Corporation's Board of Directors upon consummation of the Business Combination. Paul has been, and continues to be, one of the most influential leaders in the financial services and payments industries. We could not be more pleased to have his experience and guidance on the Board of Directors upon completion of the Business Combination to assist the combined company as it pursues growth opportunities in a fast-growing sector of the payments industry."

Pete Kight, Executive Chairman of Thunder Bridge, stated, "I have known Paul Garcia for many years and believe he will bring to the Board of Directors a level of knowledge and experience that is uniquely valuable in the industry. The addition of Paul to the Board of Directors, combined with the seasoned management team of REPAY and the recently-announced private placement transaction with Neuberger Berman Investment Advisors, LLC, Baron Funds and BlackRock, further builds upon REPAY's goal of being a world-class leader in payments."

Mr. Garcia will be nominated to the Board of Directors in place of Mr. Simanson and, along with the other Board nominees, Mr. Garcia's nomination will be presented for approval to Thunder Bridge's shareholders at the upcoming extraordinary general meeting of shareholders to be held to consider and approve the Business Combination.

About Thunder Bridge Acquisition, Ltd.

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

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.

Important Information About the Transaction and Where to Find Additional Information

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

Participants in the Solicitation

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

Forward-Looking Statements

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

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

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

No Offer or Solicitation

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

Contact information:
Thunder Bridge Investor Relations
202.431.0507