

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the quarterly period ended June 30, 2019

OR  
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 001-37872

**Priority Technology Holdings, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware** **47-4257046**  
\_\_\_\_\_  
(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)

**2001 Westside Parkway**  
**Suite 155**  
**Alpharetta, GA 30004**  
\_\_\_\_\_  
(Address of principal executive offices, including zip code)

**(800) 935-5964**  
\_\_\_\_\_  
(Registrant's phone number, including area code)

Not applicable  
\_\_\_\_\_  
(Former name, former address and former fiscal year, if changed since last report)

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

| Title of each class             | Trading Symbol | Name of each exchange on which registered |
|---------------------------------|----------------|---|
| Common stock, par value \$0.001 | PRTH           | Nasdaq Global Market                      |

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer   
Non-accelerated filer  Smaller reporting company   
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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of August 9, 2019, 67,007,172 shares of common stock, par value \$0.001 per share, were outstanding.

**Priority Technology Holdings, Inc.**  
**Quarterly Report on Form 10-Q**  
**June 30, 2019**

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**PART I. FINANCIAL INFORMATION**  
**ITEM 1. FINANCIAL STATEMENTS**

**Priority Technology Holdings, Inc.**  
**Condensed Consolidated Balance Sheets**  
*Unaudited*

| <i>(in thousands)</i>  | <b>June 30, 2019</b> | <b>December 31, 2018</b> |
|--|----------------------|--------------------------|
| <b>ASSETS</b>  |                      |                          |
| Current Assets:  |                      |                          |
| Cash   | \$ 5,519             | \$ 15,631                |
| Restricted cash  | 21,693               | 18,200                   |
| Accounts receivable, net of allowance for doubtful accounts of \$520 and \$511 | 49,564               | 45,651                   |
| Prepaid expenses and other current assets                                      | 3,700                | 3,642                    |
| Current portion of notes receivable  | 1,115                | 979                      |
| Settlement assets  | 1,291                | 1,042                    |
| <b>Total current assets</b>  | <b>82,882</b>        | <b>85,145</b>            |
| Notes receivable, less current portion   | 3,812                | 852                      |
| Property, equipment, and software, net   | 21,032               | 17,482                   |
| Goodwill   | 109,515              | 109,515                  |
| Intangible assets, net   | 195,884              | 124,637                  |
| Deferred income taxes, net   | 45,470               | 49,692                   |
| Other non-current assets   | 1,719                | 1,295                    |
| <b>Total assets</b>  | <b>\$ 460,314</b>    | <b>\$ 388,618</b>        |
| <b>LIABILITIES AND STOCKHOLDERS' DEFICIT</b>                                   |                      |                          |
| Current liabilities:   |                      |                          |
| Accounts payable and accrued expenses  | \$ 23,509            | \$ 27,638                |
| Accrued residual commissions   | 18,675               | 18,715                   |
| Customer deposits and advance payments   | 3,625                | 3,282                    |
| Borrowings outstanding under revolving credit facility                         | 14,000               | —                        |
| Current portion of long-term debt  | 4,007                | 3,293                    |
| Settlement obligations   | 16,565               | 11,132                   |
| <b>Total current liabilities</b>   | <b>80,381</b>        | <b>64,060</b>            |
| Long-term debt, net of current portion, discounts and debt issuance costs      | 472,503              | 402,095                  |
| Other non-current liabilities  | 8,030                | 7,936                    |
| <b>Total long-term liabilities</b>   | <b>480,533</b>       | <b>410,031</b>           |
| <b>Total liabilities</b>   | <b>560,914</b>       | <b>474,091</b>           |
| Commitments and Contingencies (Notes 9 and 10)                                 |                      |                          |
| Stockholders' deficit:   |                      |                          |
| Common stock   | 67                   | 67                       |
| Additional paid-in capital   | 2,183                | —                        |
| Treasury stock, at cost  | (2,388)              | —                        |
| Accumulated deficit  | (106,116)            | (85,540)                 |
| <b>Total Priority Technology Holdings, Inc. stockholders' deficit</b>          | <b>(106,254)</b>     | <b>(85,473)</b>          |
| Non-controlling interest   | 5,654                | —                        |
| <b>Total stockholders' deficit</b>   | <b>(100,600)</b>     | <b>(85,473)</b>          |
| <b>Total liabilities and stockholders' deficit</b>                             | <b>\$ 460,314</b>    | <b>\$ 388,618</b>        |

See Notes to Unaudited Condensed Consolidated Financial Statements

**Priority Technology Holdings, Inc.**  
**Condensed Consolidated Statements of Operations**  
*Unaudited*

| (in thousands, except per share amounts)           | Quarter Ended<br>June 30, |                   | Six Months Ended<br>June 30, |                   |
|--|---------------------------|-------------------|------------------------------|-------------------|
|  | 2019                      | 2018              | 2019                         | 2018              |
| <b>REVENUE:</b>                                    |                           |                   |                              |                   |
| Merchant card fees                                 | \$ 99,145                 | \$ 96,736         | \$ 190,974                   | \$ 204,746        |
| Outsourced services and other                      | 8,280                     | 8,026             | 16,428                       | 15,612            |
| <b>Total revenue</b>                               | <b>107,425</b>            | <b>104,762</b>    | <b>207,402</b>               | <b>220,358</b>    |
| <b>OPERATING EXPENSES:</b>                         |                           |                   |                              |                   |
| Costs of merchant card fees                        | 72,609                    | 75,587            | 140,480                      | 158,400           |
| Costs of outsourced services and other             | 4,677                     | 4,667             | 9,243                        | 9,043             |
| Salary and employee benefits                       | 10,356                    | 9,442             | 21,255                       | 18,414            |
| Depreciation and amortization                      | 9,761                     | 4,013             | 18,686                       | 7,780             |
| Selling, general and administrative                | 7,586                     | 7,848             | 14,336                       | 15,638            |
| Total operating expenses                           | 104,989                   | 101,557           | 204,000                      | 209,275           |
| <b>Income from operations</b>                      | <b>2,436</b>              | <b>3,205</b>      | <b>3,402</b>                 | <b>11,083</b>     |
| <b>OTHER INCOME (EXPENSES):</b>                    |                           |                   |                              |                   |
| Interest expense                                   | (10,776)                  | (7,630)           | (20,139)                     | (14,559)          |
| Other, net   | 138                       | (1,203)           | 365                          | (5,329)           |
| Total other expenses, net                          | (10,638)                  | (8,833)           | (19,774)                     | (19,888)          |
| Loss before income taxes                           | (8,202)                   | (5,628)           | (16,372)                     | (8,805)           |
| Income tax expense                                 | 5,928                     | —                 | 4,204                        | —                 |
| Net loss   | <u>\$ (14,130)</u>        | <u>\$ (5,628)</u> | <u>\$ (20,576)</u>           | <u>\$ (8,805)</u> |
| <b>Loss per common share:</b>                      |                           |                   |                              |                   |
| Basic and diluted                                  | \$ (0.21)                 | \$ (0.10)         | \$ (0.31)                    | \$ (0.15)         |
| <b>Weighted-average common shares outstanding:</b> |                           |                   |                              |                   |
| Basic and diluted                                  | 67,094                    | 56,568            | 67,161                       | 57,556            |
| <b>PRO FORMA (C-corporation basis):</b>            |                           |                   |                              |                   |
| Pro forma income tax benefit                       | \$                        | (778)             | \$                           | (1,443)           |
| Pro forma net loss                                 | \$                        | (4,850)           | \$                           | (7,362)           |
| Pro forma loss per common share:                   |                           |                   |                              |                   |
| Basic and diluted                                  | \$                        | (0.09)            | \$                           | (0.13)            |

See Notes to Unaudited Condensed Consolidated Financial Statements

**Priority Technology Holdings, Inc.**  
**Condensed Consolidated Statements of Cash Flows**  
*Unaudited*

| <i>(in thousands)</i>  | <b>Six Months Ended June 30,</b> |                 |
|--|----------------------------------|-----------------|
|  | <b>2019</b>                      | <b>2018</b>     |
| <b>Cash flows from operating activities:</b>                                   |                                  |                 |
| Net loss   | \$ (20,576)                      | \$ (8,805)      |
| Adjustment to reconcile net loss to net cash provided by operating activities: |                                  |                 |
| Depreciation and amortization of assets  | 18,686                           | 7,780           |
| Equity-based compensation  | 2,183                            | 795             |
| Amortization of debt issuance costs and discounts                              | 819                              | 655             |
| Equity in loss and impairment of unconsolidated entities                       | 12                               | 853             |
| Provision for deferred income tax  | 4,222                            | —               |
| Change in fair value of warrant liability                                      | —                                | 3,530           |
| Loss on debt extinguishment  | —                                | 541             |
| Payment-in-kind interest   | 2,479                            | 2,407           |
| Other non-cash   | (174)                            | (1)             |
| Change in operating assets and liabilities, net of business combination:       |                                  |                 |
| Accounts receivable  | (3,913)                          | 7,287           |
| Settlement assets and obligations, net   | 5,184                            | 2,583           |
| Prepaid expenses and other current assets                                      | (194)                            | (361)           |
| Notes receivable   | (150)                            | 418             |
| Accounts payable and other accrued liabilities                                 | (4,909)                          | (69)            |
| Customer deposits and advance payments   | 343                              | (1,557)         |
| Other assets and liabilities   | (292)                            | (1,136)         |
| <b>Net cash provided by operating activities</b>                               | <b>3,720</b>                     | <b>14,920</b>   |
| <b>Cash flows from investing activities:</b>                                   |                                  |                 |
| Payments for business acquisitions   | (184)                            | (312)           |
| Additions to property, equipment and software                                  | (5,352)                          | (5,721)         |
| Acquisitions of merchant portfolios and assets                                 | (81,240)                         | (8,225)         |
| Note receivable loan funding   | (3,000)                          | —               |
| <b>Net cash used in investing activities</b>                                   | <b>(89,776)</b>                  | <b>(14,258)</b> |
| <b>Cash flows from financing activities:</b>                                   |                                  |                 |
| Proceeds from issuance of long-term debt, net of issue discount                | 69,650                           | 67,113          |
| Repayment of long-term debt  | (1,825)                          | (1,341)         |
| Debt issuance costs  | —                                | (322)           |
| Borrowings under revolving credit facility                                     | 14,000                           | —               |
| Distributions to members prior to July 25, 2018 recapitalization               | —                                | (6,337)         |
| Redemptions of membership interests prior to July 25, 2018 recapitalization    | —                                | (74,093)        |
| Repurchases of common stock  | (2,388)                          | —               |
| <b>Net cash provided by (used in) financing activities</b>                     | <b>79,437</b>                    | <b>(14,980)</b> |
| Net decrease in cash and restricted cash                                       | (6,619)                          | (14,318)        |
| Cash and restricted cash at beginning of year                                  | 33,831                           | 44,159          |
| Cash and restricted cash at June 30  | \$ 27,212                        | \$ 29,841       |

| <b>Supplemental cash flow information:</b>                                     |    |               |                  |
|--|----|---------------|------------------|
| Cash paid for interest, net of payment-in-kind interest                        | \$ | 16,595        | \$ 11,926        |
| <b>Non-cash investing and financing activities:</b>                            |    |               |                  |
| Purchases of property, equipment and software through accounts payable         | \$ | 1,284         | \$ 701           |
| Intangible assets acquired by issuing non-controlling interest in a subsidiary | \$ | 5,654         | \$ —             |
| <b>Reconciliation of cash and restricted cash:</b>                             |    |               |                  |
| Cash   | \$ | 5,519         | \$ 12,652        |
| Restricted cash  |    | 21,693        | 17,189           |
| Total cash and restricted cash   | \$ | <u>27,212</u> | \$ <u>29,841</u> |

See Notes to Unaudited Condensed Consolidated Financial Statements

**PRIORITY TECHNOLOGY HOLDINGS, INC.**  
**Notes to Condensed Consolidated Financial Statements**  
**For the Quarters and Six Months Ended June 30, 2019 and 2018 and as of June 30, 2019 and December 31, 2018**  
*Unaudited*

**1. NATURE OF BUSINESS AND BASIS OF PRESENTATION**

**Nature of Business**

Priority Technology Holdings, Inc. and its subsidiaries (the "Company") are a leading fintech enterprise with strong core payments technology. The Company is headquartered in Alpharetta, Georgia and operates other facilities in Texas, Tennessee, Arizona, and New York. Operations began in 2005 with a mission to build a merchant-inspired payments platform that would advance the goals of its customers and partners. Today, the Company is a leading provider of merchant acquiring and commercial payment solutions, offering unique product capabilities to small and medium size businesses and enterprises and distribution partners in the United States. The Company operates from a purpose-built business platform that includes tailored customer service offerings and bespoke technology development, allowing the Company to provide end-to-end solutions for payment and payment-adjacent needs.

The Company provides:

- Consumer payments processing solutions for business-to-consumer ("B2C") transactions through independent sales organizations ("ISOs"), financial institutions, independent software vendors ("ISVs"), and other referral partners. The Company's proprietary MX platform for B2C payments provides merchants a fully customizable suite of business management solutions.
- Commercial payments solutions such as automated vendor payments and professionally curated managed services to industry leading financial institutions and networks. The Company's proprietary business-to-business ("B2B") Commercial Payment Exchange (CPX) platform was developed to be a best-in-class solution for buyer/supplier payment enablement.
- Institutional services (also known as Managed Services) solutions that provide audience-specific programs for institutional partners and other third parties looking to leverage the Company's professionally trained and managed call center teams for customer onboarding, assistance, and support, including marketing and direct-sales resources.
- Integrated partner solutions for ISVs and other third-parties that allow them to leverage the Company's core payments engine via robust application program interfaces resources and high-utility embeddable code.
- Consulting and development solutions focused on the increasing demand for integrated payments solutions for transitioning to the digital economy.

The Company provides its services through three reportable segments: (1) Consumer Payments, (2) Commercial Payments (which includes institutional and managed services described above), and (3) Integrated Partners. For additional information about our reportable segments, see Note 15, *Segment Information*.

To provide many of its services, the Company enters into agreements with payment processors which in turn have agreements with multiple card associations. These card associations comprise an alliance aligned with insured financial institutions ("member banks") that work in conjunction with various local, state, territory, and federal government agencies to make the rules and guidelines regarding the use and acceptance of credit and debit cards. Card association rules require that vendors and processors be sponsored by a member bank and register with the card associations. The Company has multiple sponsorship bank agreements and is itself a registered ISO with Visa®. The Company is also a registered member service provider with MasterCard®. The Company's sponsorship agreements allow the capture and processing of electronic data in a format to allow such data to flow through networks for clearing and fund settlement of merchant transactions.

## **Corporate Matters**

On July 25, 2018, MI Acquisitions, Inc. ("MI Acquisitions"), which was formed under the laws of the State of Delaware on April 23, 2015, acquired all of the outstanding member equity interests of Priority Holdings, LLC ("Holdings") in exchange for the issuance of MI Acquisitions' common stock. As a result, Holdings which was previously a privately-owned company, became a wholly-owned subsidiary of MI Acquisitions (the "Business Combination"). Simultaneously, MI Acquisitions changed its name to Priority Technology Holdings, Inc. For financial accounting and reporting purposes under generally accepted accounting principles in the United States ("GAAP"), the acquisition was accounted for as a "reverse merger." Under this method of accounting, MI Acquisitions is treated as the acquired entity whereby Holdings was deemed to have issued common stock for the net assets and equity of MI Acquisitions accompanied by a simultaneous equity recapitalization (the "Recapitalization") of Holdings. Net assets of the Company are stated at historical cost and accordingly the equity and net assets of the Company have not been adjusted to fair value. As of July 25, 2018, the consolidated financial statements of the Company include the combined operations, cash flows, and financial positions of both MI Acquisitions and Holdings. Prior to July 25, 2018, the results of operations, cash flows, and financial position are those of Holdings. The units and corresponding capital amounts and earnings per unit of Holdings prior to July 25, 2018 have been retroactively restated as shares reflecting the exchange ratio established in the Recapitalization.

The Company's common stock is traded on The Nasdaq Global Market under the symbol "PRTH." Certain shares of the Company's common stock are restricted shares, meaning that there are certain regulatory restrictions on the holders' abilities to sell, transfer, pledge or otherwise dispose of shares. Common shares of the Company issued to certain non-affiliates may become unrestricted common shares in the future due to the lapse of certain regulatory restrictions on the holders' ability to sell, transfer, pledge, or dispose of the unregistered shares.

The Company's Chairman and Chief Executive Officer controls a majority of the voting power of the Company's outstanding common stock. As a result, the Company is a "controlled company" within the meaning of corporate governance standards of the Nasdaq Stock Market LLC ("Nasdaq").

## **Basis of Presentation and Consolidation**

The accompanying unaudited condensed consolidated financial statements include those of the Company and its consolidated subsidiaries. All material inter-company accounts and transactions have been eliminated in consolidation. The Company operates on a calendar year ending each December 31 and on four calendar quarters ending on March 31, June 30, September 30, and December 31 of each year.

The unaudited condensed consolidated financial statements have been prepared in accordance with GAAP for interim financial information and the rules and regulations of the SEC.

The accompanying unaudited condensed consolidated financial statements are unaudited; however, in the opinion of management they include all normal and recurring adjustments necessary for a fair presentation of the Company's unaudited condensed consolidated financial statements for the periods presented. The accompanying unaudited condensed consolidated balance sheet and related footnote disclosures as of December 31, 2018 were derived from the Company's audited consolidated financial statements and accompanying footnotes as of and for the year ended December 31, 2018. Results of operations reported for interim periods are not necessarily indicative of results for the entire year.

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reported period. Actual results could differ materially from those estimates.

Prior to July 25, 2018, substantially all of the Company's operations were conducted through pass-through entities for income tax purposes, and as such the Company had no material income tax accounting reflected in its financial statements for financial reporting purposes since substantially all taxable income and deductions were "passed through" to unconsolidated owners. Effective July 25, 2018, the Company is a "C Corp" and reports its income and deductions for income tax purposes. Accordingly, effective July 25, 2018 the consolidated financial statements of the Company now account for income taxes in accordance with Accounting Standards Codification ("ASC") 740, Income Taxes ("ASC 740").

The Company is an "emerging growth company" (EGC), as defined in the Jumpstart Our Business Startups Act of 2012. The Company may remain an EGC until December 31, 2021. However, if the Company's non-convertible debt issued within a rolling three-year period exceeds \$1.0 billion, the Company would cease to be an EGC immediately, or if its revenue for any fiscal year exceed \$1.07 billion, or the market value of its common stock that is held by non-affiliates exceed \$700.0 million on the last day of the second quarter of any given year, the Company would cease to be an EGC as of the beginning of the following year. As an EGC, the Company is not required to comply with the auditor attestation requirements of section 404 of the Sarbanes-Oxley Act of 2002. Additionally, the Company as an EGC may continue to elect to delay the adoption of any new or revised accounting standards that have different effective dates for public and private companies until those standards apply to private companies. As such, the Company's financial statements may not be comparable to companies that comply with public company effective dates.

#### **Comprehensive Income (Loss)**

Comprehensive income (loss) represents the sum of net income (loss) and other amounts that are not included in the unaudited condensed consolidated statement of operations as the amounts have not been realized. For the quarters and six months ended June 30, 2019 and June 30, 2018, there were no differences between the Company's net loss and comprehensive loss. Therefore, no separate Statement of Comprehensive Income (Loss) is included in the consolidated financial statements for the reporting periods.

#### **Cash and Restricted Cash**

Cash includes cash held at financial institutions that is owned by the Company. Restricted cash is held by the Company in financial institutions for the purpose of in-process customer settlements or reserves held per contact terms.

#### **Notes Receivable**

Notes receivable are comprised of a \$3.0 million loan to another entity (see Note 10, *Related Party and Other Transactions*) and advances to ISOs. Substantially all of the notes receivable bear interest and are secured. ISO advances are generally repaid via reductions in future commissions paid to the ISO, thus cash flows from these activities are reported as cash flows from operations.

#### **Reclassifications**

Certain prior period amounts in these unaudited condensed consolidated financial statements have been reclassified to conform to the current period presentation, with no net effect on the Company's stockholders' deficit or net loss for any period.

#### **Accounting Policies**

There have been no material changes to the Company's accounting policies from December 31, 2018 through June 30, 2019, except for the addition of an accounting policy for repurchased stock. Also, see Note 2, *Acquisitions and Contributions of Assets*, for information on the non-controlling interest issued in connection with certain net assets acquired from YapStone, Inc. ("YapStone").

#### **Components of Revenues and Expenses**

##### *Revenues*

Merchant card fees revenue consists mainly of fees for processing electronic payments, including credit, debit and electronic benefit transaction card processing. The fees are generally based on a variable percentage of the dollar amount of each transaction and, in some cases, additional fees for each transaction. In addition, merchant customers may also be charged miscellaneous fees, including statement fees, annual fees, monthly minimum fees, fees for handling chargebacks, gateway fees, and fees for other miscellaneous services. Merchant card fees revenue is attributable primarily to our Consumer Payments segment.

Outsourced services and other revenue consist mainly of cost-plus fees related to B2B services, merchant financing and buyer-initiated payment programs sold on behalf of certain enterprise customers, originated through our in-house sales force, including incentives for meeting sales targets. Outsourced services revenue is attributable primarily to our Commercial Payments reportable segment. Other revenue include revenue from the sales of equipment (primarily point of sale terminals) and processing of automated clearing house ("ACH") transactions.

*Costs of Services*

Costs of Merchant Card Fees

Costs of merchant card fees primarily consist of residual payments to agents and ISOs and other third-party costs directly attributable to payment processing. The residual payments represent commissions paid to agents and ISOs based upon a percentage of the net revenue generated from merchant transactions.

Costs of Outsourced Services and Other Revenue

Costs of outsourced services and other revenue consist of salaries directly related to outsourced services revenue, the cost of equipment (point of sale terminals) sold, and third-party fees and commissions related to the Company's ACH processing activities.

*Selling, General and Administrative ("SG&A")*

SG&A expenses include mainly professional services, advertising, rent, office supplies, software licenses, utilities, state and local franchise and sales taxes, litigation settlements, executive travel, insurance, and expenses related to the Business Combination.

*Interest Expense*

Interest expense consists of interest on outstanding debt and amortization of deferred financing costs and original issue discounts.

*Other, net*

Other, net is composed of interest income, debt modification and extinguishment expenses, changes in fair value of warrant liabilities, and equity in losses and impairment of unconsolidated entities. Interest income consists mainly of interest received pursuant to notes receivable from independent sales agents. Debt modification and extinguishment expenses includes write-offs of unamortized deferred financing costs and original issue discount relating to the extinguished debt. Equity in loss and impairment of unconsolidated entities consists of the Company's share of the income or loss of its equity method investment as well as any impairment charges related to such investments.

**New Accounting Standards Adopted**

The Company did not adopt any new accounting standards during the quarter or six months ended June 30, 2019, except for ASU 2016-01, *Recognition and Measurement of Financial Assets and Financial Liabilities-Subtopic 825-10*, and the policy for repurchased common stock based on existing GAAP.

*ASU 2016-01 and ASU 2018-09*

Under ASU 2016-01, *Recognition and Measurement of Financial Assets and Financial Liabilities*, entities have to measure equity investments (except those accounted for under the equity method, those that result in consolidation of the investee and certain other investments) at fair value and recognize any changes in fair value in net income. However, for equity investments that do not have readily determinable fair values and do not qualify for the existing practical expedient in ASC 820 to estimate fair value using the net asset value per share (or its equivalent) of the investment, the guidance provides a new measurement alternative.

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Entities may choose to measure those investments at cost, less any impairment, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. The Company early adopted the provisions of ASU 2016-01 on April 1, 2019 and applied them to an acquired warrant to purchase equity of another entity, the same entity that borrowed \$3.0 million from the Company during the second quarter of 2019 under a loan and loan commitment agreement. The carrying value, at cost, and fair value of the warrant were not material. See Note 10, *Related Party and Other Transactions*.

The Company was also required to adopt ASU 2018-09, *Codification Improvements*, at the same time it adopted ASU 2016-01. The adoption of ASU 2018-09 had no material effect on the Company's financial position, operations, or cash flows.

### *Repurchased Stock*

Pursuant to the provisions of ASC 505-30, *Treasury Stock*, the Company has elected to apply the cost method when accounting for treasury stock resulting from the repurchase of its common stock. Under the cost method, the gross cost of the shares reacquired is charged to a contra equity account labeled Treasury Stock. The equity accounts that were originally credited for the original shares issuance, common stock and additional paid-in capital, remain intact. See Note 12, *Equity*.

If the treasury shares are ever reissued in the future, proceeds in excess of repurchased cost will be credited to additional paid-in capital. Any deficiency will be charged to retained earnings (accumulated deficit), unless additional paid-in capital from previous treasury stock transactions exists, in which case the deficiency will be charged to that account, with any excess charged to retained earnings (accumulated deficit). If treasury stock is reissued in the future, a cost flow assumption (e.g., FIFO, LIFO, or specific identification) will be adopted to compute excesses and deficiencies upon subsequent share reissuances.

### **Recently Issued Standards Not Yet Adopted**

Prior to July 25, 2018, the Company was defined as a non-public entity for purposes of applying transition guidance related to new or revised accounting standards under GAAP, and as such was typically required to adopt new or revised accounting standards subsequent to the required adoption dates that applied to public companies. Subsequent to July 25, 2018, the Company retains EGC status until no later than December 31, 2021. The Company will maintain the election available to an EGC to use any extended transition period applicable to non-public companies when complying with a new or revised accounting standards. Therefore, as long as the Company retains EGC status, before December 31, 2021 the Company can continue to elect to adopt any new or revised accounting standards on the adoption date (including early adoption) required for a private company.

### *Revenue Recognition (ASC 606, ASU 2014-09)*

In May 2014, the Financial Accounting Standards Board ("FASB") issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which since has been codified and amended in ASC 606, *Revenue from Contracts with Customers*, and supplemented with other ASUs. This guidance clarifies the principles for recognizing revenue and will be applicable to all contracts with customers regardless of industry-specific or transaction-specific fact patterns. Further, the guidance will require improved disclosures as well as additional disclosures to help users of financial statements better understand the nature, amount, timing, and uncertainty of revenue that is recognized. Since its original issuance, the FASB has issued several updates to this guidance. The new standard could change the amount and timing of revenue and costs for certain significant revenue streams, increase areas of judgment and related internal controls requirements, change the presentation of revenue for certain contract arrangements and possibly require changes to the Company's software systems to assist in both internally capturing accounting differences and externally reporting such differences through enhanced disclosure requirements. As an EGC, the standard is effective for the Company's 2019 annual reporting period and for interim periods after 2019. The standard permits the use of either the retrospective or modified retrospective transition method. The Company has not yet selected a transition method and is currently evaluating the effect that the standard may have on its consolidated financial statements and disclosures.

*Leases (ASC 842)*

In February 2016, the FASB issued new lease accounting guidance in ASU No. 2016-02, *Leases-Topic 842*, which has been codified in ASC 842, *Leases*. Under this new guidance, lessees will be required to recognize for all leases (with the exception of short-term leases): 1) a lease liability equal to the lessee's obligation to make lease payments arising from a lease, measured on a discounted basis and 2) a right-of-use asset which will represent the lessee's right to use, or control the use of, a specified asset for the lease term. As an EGC, this standard is effective for the Company's annual reporting period beginning in 2020 and interim reporting periods beginning first quarter of 2021, unless the FASB's recent proposal to delay by a year the required adoption date becomes effective. The adoption of ASC 842 will require the Company to recognize non-current assets and liabilities for right-of-use assets and operating lease liabilities on its consolidated balance sheet, but it is not expected to have a material effect on the Company's results of operations or cash flows. ASC 842 will also require additional footnote disclosures to the Company's consolidated financial statements.

*Credit Losses (ASU 2016-13)*

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, later codified as ASC 326, *Financial Instruments-Credit Losses*. This new guidance will change how entities account for credit impairment for trade and other receivables, as well as for certain financial assets and other instruments. ASU 2016-13 will replace the current "incurred loss" model with an "expected loss" model. Under the "incurred loss" model, a loss (or allowance) is recognized only when an event has occurred (such as a payment delinquency) that causes the entity to believe that a loss is probable (i.e., that it has been "incurred"). Under the "expected loss" model, a loss (or allowance) is recognized upon initial recognition of the asset that reflects all future events that leads to a loss being realized, regardless of whether it is probable that the future event will occur. The "incurred loss" model considers past events and current conditions, while the "expected loss" model includes expectations for the future which have yet to occur. ASU 2018-19, *Codification Improvements to Topic 326, Financial Instruments – Credit Losses*, was issued in November 2018 and excludes operating leases from the new guidance. The standard will require entities to record a cumulative-effect adjustment to the balance sheet as of the beginning of the first reporting period in which the guidance is effective. The Company is currently evaluating the potential impact that ASU 2016-13 may have on the timing of recognizing future provisions for expected losses on the Company's accounts receivable. As an EGC, the ASU is effective for annual periods beginning in 2021 and interim periods within annual periods beginning in 2022, unless the FASB's recent proposal to delay the required adoption date becomes effective.

*Statement of Cash Flows (ASU 2016-15)*

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230)*. This ASU represents a consensus of the FASB's Emerging Issues Task Force on eight separate issues that each impact classifications on the statement of cash flows. In particular, issue number three addresses the classification of contingent consideration payments made after a business combination. Under ASU 2016-15, cash payments made soon after an acquisition's consummation date (i.e., approximately three months or less) will be classified as cash outflows from investing activities. Payments made thereafter will be classified as cash outflows from financing activities up to the amount of the original contingent consideration liability. Payments made in excess of the amount of the original contingent consideration liability will be classified as cash outflows from operating activities. As an EGC, this ASU is effective for the Company for years beginning in 2019 and interim periods within years beginning in 2020. The Company is evaluating the effect this ASU will have on its consolidated statement of cash flows.

*Goodwill Impairment Testing (ASU 2017-04)*

In January 2017, the FASB issued ASU No. 2017-04, *Intangibles-Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*. ASU 2017-04 will eliminate the requirement to calculate the implied fair value of goodwill (i.e., step 2 of the current goodwill impairment test) to measure a goodwill impairment charge. Instead, entities will record an impairment charge based on the excess of a reporting unit's carrying amount over its fair value (i.e., measure the charge based on the current step 1). Any impairment charge will be limited to the amount of goodwill allocated to an impacted reporting unit. ASU 2017-04 will not change the current guidance for completing Step 1 of the goodwill impairment test, and an entity will still be able to perform the current optional qualitative goodwill impairment assessment before determining whether to proceed to Step 1. Upon adoption, the ASU will be applied prospectively. As an EGC, this ASU will be effective for annual and interim impairment tests performed in periods beginning in 2022. The impact that ASU 2017-04 may have on the Company's financial condition or results of operations will depend on the circumstances of any goodwill impairment event that may occur after adoption.

*Share-Based Payments to Non-Employees (ASU 2018-07)*

In June 2018, the FASB issued ASU 2018-07, *Share-based Payments to Non-Employees*, to simplify the accounting for share-based payments to non-employees by aligning it with the accounting for share-based payments to employees, with certain exceptions. As an EGC, the ASU is effective for annual reporting periods beginning in 2020 and interim periods within annual periods beginning in the first quarter of 2021, but not before the Company adopts ASC 606, *Revenue Recognition*. The Company is evaluating the impact this ASU will have on its consolidated financial statements.

*Disclosures for Fair Value Measurements (ASU 2018-13)*

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework — Changes to the Disclosure Requirements for Fair Value Measurement*. This ASU eliminates, adds and modifies certain disclosure requirements for fair value measurements as part of the FASB's disclosure framework project. For all entities, this ASU is effective for annual and interim reporting periods beginning in 2020. Certain amendments must be applied prospectively while others are to be applied on a retrospective basis to all periods presented. As disclosure guidance, the adoption of this ASU will not have an effect on the Company's financial position, results of operations or cash flows.

*Implementation Costs Incurred in Cloud Computing Arrangements (ASU 2018-15)*

In August 2018, the FASB issued ASU 2018-15, *Implementation Costs Incurred in Cloud Computing Arrangements* ("ASU 2018-15"), which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal-use software license). As an EGC, this ASU is effective for the Company for annual reporting periods beginning in 2021, and interim periods within annual periods beginning in 2022. The amendments should be applied either retrospectively or prospectively to all implementation costs incurred after the date of adoption. The Company is evaluating the impact this ASU will have on its consolidated financial statements.

**Concentration of Risk**

The Company's revenue is substantially derived from processing Visa® and MasterCard® bank card transactions. Because the Company is not a member bank, in order to process these bank card transactions, the Company maintains sponsorship agreements with member banks which require, among other things, that the Company abide by the by-laws and regulations of the card associations.

Substantially all of the Company's revenue and receivables are attributable to merchant customer transactions, which are processed by third-party payment processors.

A majority of the Company's cash and restricted cash is held in certain financial institutions, substantially all of which is in excess of federal deposit insurance corporation limits. The Company does not believe it is exposed to any significant credit risk from these transactions.

No one merchant customer accounted for 10% or more of the Company's consolidated revenue for any period presented.

**2. ACQUISITIONS AND CONTRIBUTIONS OF ASSETS**

**YapStone**

In March 2019, the Company, through one of its subsidiaries, Priority Real Estate Technology, LLC ("PRET"), acquired certain assets and assumed certain related liabilities (the "YapStone net assets") from YapStone under an asset purchase and contribution agreement. The purchase price for the YapStone net assets was \$65.0 million in cash plus a non-controlling interest in PRET. The

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fair value of the non-controlling interest was estimated to be approximately \$5.7 million. The total purchase price was assigned to customer relationships, except for \$1.0 million and \$1.2 million which were assigned to a software license agreement and a services agreement, respectively. The \$65.0 million of cash was funded from a draw down of the credit facilities (the "Senior Credit Facility") under a senior credit agreement with a syndicate of lenders (the "Senior Credit Agreement") on a delayed basis as provided for and pursuant to the third amendment thereto executed in December 2018. See Note 7, *Long-Term Debt*.

During the quarter and six months ended June 30, 2019, no earnings of PRET were allocated to the non-controlling interest pursuant to the profit-sharing agreement between the Company and the non-controlling interest.

### **eTab and Cumulus (Related Party)**

In February 2019, a subsidiary of the Company, Priority Hospitality Technology, LLC ("PHOT"), received a contribution of substantially all of the operating assets of eTab, LLC ("eTab") and CUMULUS POS, LLC ("Cumulus") under asset contribution agreements. No material liabilities were assumed by PHOT. These contributed assets were composed substantially of technology-related assets. Prior to these transactions, eTab was 80% owned by the Company's Chairman and Chief Executive Officer. No cash consideration was paid to the contributors of the eTab or Cumulus assets on the date of the transactions. As consideration for these contributed assets, the contributors were issued redeemable preferred equity interests in PHOT. Under these redeemable preferred equity interests, the contributors are eligible to receive up to \$4.5 million of profits earned by PHOT, plus a preferred yield (6% per annum) on any of the \$4.5 million amount that has not been distributed to them. The Company's Chairman and Chief Executive Officer owns 83.3% of the redeemable preferred equity interests in PHOT. Once a total of \$4.5 million plus the preferred yield has been distributed to the holders of the redeemable preferred equity interests, the redeemable preferred equity interests will cease to exist. The Company determined that the contributor's carrying value of the eTab net assets (as a common control transaction under GAAP) was not material. Under the guidance for a common control transaction, the contribution of the eTab net assets did not result in a change of entity or the receipt of a business, therefore the Company's financial statements for prior periods have not been adjusted to reflect the historical results attributable to the eTab net assets. Additionally, no material amount was estimated for the fair value of the contributed Cumulus net assets.

The Company's plans are to leverage and synergize its existing technology, expertise, and business relationships to enable the contributed assets of eTab and Cumulus to become more meaningful in the future.

Pursuant to the limited liability company agreement of PHOT, any material future earnings generated by the eTab and Cumulus assets that are attributable to the holders of the preferred equity interests will be reported by the Company as a form of non-controlling interests ("NCI") classified as mezzanine equity on the Company's consolidated balance sheet until \$4.5 million and the preferred yield have been distributed to the holders of the preferred equity interests. Subsequent changes, if material, in the value of the NCI will be reported as an equity transaction between the Company's consolidated retained earnings (accumulated deficit) and any carrying value of the NCI in mezzanine equity. Such amounts were not material to the Company's results of operations, financial position, or cash flows for the period covering February 1, 2019 (date the assets were contributed to the Company) and June 30, 2019, and therefore no recognition of the NCI has been reflected in the Company's unaudited condensed consolidated financial statements and accompanying footnotes.

### **Residual Portfolio Acquisition**

On March 15, 2019, a subsidiary of the Company paid \$15.2 million cash to acquire certain residual portfolio rights. Of the \$15.2 million, \$5.0 million was funded from a delayed draw down of the Senior Credit Facility as provided for and pursuant to the third amendment thereto executed in December 2018. See Note 7, *Long-Term Debt*. Additionally, a \$10.0 million draw was made against the revolving credit facility under the Senior Credit Facility and cash on hand was used to fund the remaining amount. The purchase price may be subject to an increase of up to \$6.4 million in accordance with the terms of the agreement between the Company and the sellers. Any additional purchase price, if any, will be accounted for when payment to the seller becomes probable and it will be added to the carrying value of the asset.

### 3. SETTLEMENT ASSETS AND OBLIGATIONS

The standards of the card networks restrict non-members, such as the Company, from performing funds settlement or accessing merchant settlement funds. Instead, these funds must be in the possession of the member bank until the merchant is funded. The Company has relationships with member banks to facilitate payment transactions. These agreements allow the Company to route transactions under a member bank's control to process and clear transactions through card networks. Amounts for payment card settlements included in settlement assets and obligations on the Company's consolidated balance sheets represent intermediary balances arising in the settlement process.

#### *Reserves Held For ACH Customers*

For the Company's ACH business component that conducts business as ACH.com, the Company earns revenue by processing ACH transactions for financial institutions and other business customers. Certain customers establish and maintain reserves with the Company to cover potential losses in processing ACH transactions. These reserves are held in bank accounts controlled by the Company. As such, the Company recognizes the cash balances within restricted cash and settlement obligations on its consolidated balance sheets.

#### *Merchant Reserves and Estimated Shortfalls*

Under agreements between the Company and merchants, merchants assume liability for obligations such as chargebacks, customer disputes, and unfilled orders. However, under its risk-based underwriting policy, the Company may require certain merchants to establish and maintain reserves designed to protect the Company from anticipated obligations such as chargebacks, customer disputes, and unfilled orders. A merchant reserve account is funded by the merchant and held by a sponsor bank during the term of the merchant agreement. Unused merchant reserves are returned to the merchant after termination of the merchant agreement or in certain instances upon a reassessment of risks during the term of the merchant agreement. Sponsor banks held merchant reserves of approximately \$99.9 million and \$186.2 million at June 30, 2019 and December 31, 2018, respectively. Since these merchant reserves held at sponsor banks are not assets of the Company and the associated risks are not liabilities of the Company, neither is recognized on the Company's consolidated balance sheets.

In the event the amount in a merchant reserve is insufficient to cover expected or incurred losses, the Company may be liable to cover the shortfall. The Company recognized a liability for estimated shortfalls of approximately \$2.0 million and \$2.0 million at June 30, 2019 and December 31, 2018, respectively. The liabilities are included in the Company's consolidated balance sheet as contra balances against settlement assets.

The Company's settlement assets and obligations at June 30, 2019 and December 31, 2018 were as follows:

| <i>(in thousands)</i>  | <b>As of</b>         |                          |
|--|----------------------|--------------------------|
|  | <b>June 30, 2019</b> | <b>December 31, 2018</b> |
| <b>Settlement Assets:</b>                                    |                      |                          |
| Card settlements due from merchants, net of estimated losses | \$ 1,283             | \$ 988                   |
| Card settlements due from processors                         | 8                    | 54                       |
| <b>Total settlement assets (1)</b>                           | <b>\$ 1,291</b>      | <b>\$ 1,042</b>          |
| <b>Settlement Obligations:</b>                               |                      |                          |
| Card settlements due to merchants                            | \$ 2,258             | \$ 777                   |
| Due to ACH payees (2)  | 14,307               | 10,355                   |
| <b>Total Settlement Obligations</b>                          | <b>\$ 16,565</b>     | <b>\$ 11,132</b>         |

(1) Reported within prepaid expenses and other current assets on the Company's consolidated balance sheet.

(2) Amounts due to ACH payees are held by the Company in restricted cash.

**4. GOODWILL AND INTANGIBLE ASSETS**

The Company records goodwill when an acquisition is made and the purchase price is greater than the fair value assigned to the underlying tangible and intangible assets acquired and the liabilities assumed. The Company's goodwill was allocated to reportable segments as follows:

| <i>(in thousands)</i> | <b>June 30, 2019</b> | <b>December 31, 2018</b> |
|-----------------------|----------------------|--------------------------|
| Consumer Payments     | \$ 106,832           | \$ 106,832               |
| Commercial Payments   | —                    | —                        |
| Integrated Partners   | 2,683                | 2,683                    |
|                       | <u>\$ 109,515</u>    | <u>\$ 109,515</u>        |

There were no changes in the carrying amount of goodwill for the quarter and six months ended June 30, 2019.

The Company's intangible assets primarily include merchant portfolios and other intangible assets such as non-compete agreements, trade names, acquired technology (developed internally by acquired companies prior to acquisition by the Company) and customer relationships. As of June 30, 2019 and December 31, 2018, intangible assets consisted of the following:

| <i>(in thousands)</i>                 | <b>June 30, 2019</b> | <b>December 31, 2018</b> |
|---------------------------------------|----------------------|--------------------------|
| <b>Other intangible assets:</b>       |                      |                          |
| Merchant portfolios                   | \$ 154,750           | \$ 137,576               |
| Non-compete agreements                | 3,390                | 3,390                    |
| Trade names                           | 2,870                | 2,870                    |
| Acquired technology                   | 15,390               | 14,390                   |
| Customer relationships                | 124,660              | 55,940                   |
| Total gross carrying value            | <u>301,060</u>       | <u>214,166</u>           |
| <b>Less accumulated amortization:</b> |                      |                          |
| Merchant portfolios                   | (58,037)             | (48,492)                 |
| Non-compete agreements                | (3,390)              | (3,390)                  |
| Trade names                           | (1,145)              | (1,017)                  |
| Acquired technology                   | (11,474)             | (10,222)                 |
| Customer relationships                | (31,130)             | (26,408)                 |
| Total accumulated amortization        | <u>(105,176)</u>     | <u>(89,529)</u>          |
| <b>Net carrying value</b>             | <u>\$ 195,884</u>    | <u>\$ 124,637</u>        |

See Note 2, *Acquisitions and Contributions of Assets*, for information about additions made during the first six months of 2019.

Amortization expense for finite-lived intangible assets was approximately \$8.2 million and \$15.6 million for the quarter and six months ended June 30, 2019, respectively, and \$2.8 million and \$5.5 million for the quarter and six months ended June 30, 2018, respectively. Amortization expense for future periods could differ due to new intangible asset acquisitions, changes in useful lives of existing intangible assets, and other relevant events or circumstances.

The Company tests goodwill for impairment for each of its reporting units on an annual basis, or when events occur or circumstances indicate the fair value of a reporting unit is below its carrying value. The Company expects to perform its next annual goodwill impairment test as of November 30, 2019 using market data and discounted cash flow analysis. The Company concluded there were no indicators of impairment as of June 30, 2019 or December 31, 2018. As such, there was no accumulated impairment loss as of June 30, 2019 and December 31, 2018.

## 5. PROPERTY, EQUIPMENT AND SOFTWARE

The Company's property, equipment, and software balance primarily consists of furniture, fixtures, and equipment used in the normal course of business, computer software developed for internal use, and leasehold improvements. Computer software represents purchased software and internally developed back office and merchant interfacing systems used to assist the reporting of merchant processing transactions and other related information.

A summary of property, equipment, and software as of June 30, 2019 and December 31, 2018 follows:

| <i>(in thousands)</i>                  | <b>June 30, 2019</b> | <b>December 31, 2018</b> | <b>Useful Life</b> |
|--|----------------------|--------------------------|--------------------|
| Furniture and fixtures                 | \$ 2,329             | \$ 2,254                 | 2-7 years          |
| Equipment                              | 10,169               | 8,164                    | 3-7 years          |
| Computer software                      | 32,251               | 27,804                   | 3-5 years          |
| Leasehold improvements                 | 5,993                | 5,935                    | 5-10 years         |
|  | 50,742               | 44,157                   |                    |
| Less accumulated depreciation          | (29,710)             | (26,675)                 |                    |
| Property, equipment, and software, net | \$ 21,032            | \$ 17,482                |                    |

Depreciation expense for property, equipment, and software expense totaled \$1.6 million and \$1.2 million for the quarter ended June 30, 2019 and June 30, 2018, respectively, and \$3.0 million and \$2.3 million for the six months ended June 30, 2019 and June 30, 2018, respectively.

## 6. ACCOUNTS PAYABLE AND ACCRUED EXPENSES

The Company accrues for certain expenses that have been incurred and not paid, which are classified within accounts payable and accrued expenses in the accompanying consolidated balance sheets.

The components of accounts payable and accrued expenses that exceeded five percent of total current liabilities at either June 30, 2019 or December 31, 2018 consisted of the following:

| <i>(in thousands)</i> | <b>June 30, 2019</b> | <b>December 31, 2018</b> |
|-----------------------|----------------------|--------------------------|
| Accounts payable      | \$ 6,171             | \$ 8,030                 |
| Accrued compensation  | \$ 3,857             | \$ 6,193                 |
| Accrued network fees  | \$ 7,674             | \$ 6,971                 |

## 7. LONG-TERM DEBT

Long-term debt, excluding amounts outstanding on the revolving credit facility, as of June 30, 2019 and December 31, 2018 consisted of the following:

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(in thousands)

|  | June 30, 2019     | December 31, 2018 |
|--|-------------------|-------------------|
| Term Loan - Senior, matures January 3, 2023 and bears interest at LIBOR plus 5.0% at June 30, 2019 and December 31, 2018 (rate of 7.41% at June 30, 2019 and 7.53% at December 31, 2018) | \$ 390,840        | \$ 322,666        |
| Term Loan - Subordinated, matures July 3, 2023 and bears interest at 5.0% plus payment-in-kind interest (rate of 10.5% at June 30, 2019 and December 31, 2018)                           | 92,495            | 90,016            |
| <b>Total</b>   | <b>483,335</b>    | <b>412,682</b>    |
| Less: current portion of long-term debt  | (4,007)           | (3,293)           |
| Less: unamortized debt discounts   | (3,263)           | (3,300)           |
| Less: deferred financing costs   | (3,562)           | (3,994)           |
| <b>Total long-term debt</b>  | <b>\$ 472,503</b> | <b>\$ 402,095</b> |

Substantially all of the Company's assets are pledged as collateral under the Senior Credit Agreement and under a credit and guaranty agreement with Goldman Sachs Specialty Lending Group, L.P. (the "GS Credit Agreement"). However, the Company, as the parent entity, is neither a borrower nor a guarantor of this aforementioned debt. The Company's subsidiaries that are borrowers or guarantors are referred to as the "Borrowers."

The December 2018 modification of the Senior Credit Agreement and the GS Credit Agreement (collectively, the "Third Amendment") included a delayed draw basis amount of \$70.0 million. Until the additional \$70.0 million, net of a \$350,000 discount, was drawn in March 2019, the Borrowers were assessed a fee on the undrawn amounts. This fee amounted to \$0.4 million in the first quarter of 2019.

At June 30, 2019, the Senior Credit Agreement has a maximum borrowing amount of \$422.5 million consisting of a \$397.5 million term loan and a \$25.0 million revolving credit facility. The allowed borrowings amount under the GS Credit Agreement is \$80.0 million, excluding payment-in-kind interest.

The Senior Credit Facility mature on January 3, 2023, with the exception of the revolving credit facility which expires on January 2, 2022. Any amounts outstanding under the revolving credit facility must be paid in full before the maturity date of January 2, 2022. The GS Credit Agreement matures on July 3, 2023.

At June 30, 2019, there was \$14.0 million outstanding on the revolving credit facility; no amount was outstanding as of December 31, 2018. The variable interest rate on the revolving credit facility was 7.4% at June 30, 2019. Undrawn commitment for a letter of credit under the revolving credit facility was approximately \$0.1 million.

As a result of the Third Amendment, borrowings under the Senior Credit Agreement are subject to an applicable margin, or percentage per annum, equal to: (i) with respect to Initial Term Loans, (a) for LIBOR Rate Loans, 5.00% per annum and (b) for Base Rate Loans, 4.00% per annum; and (ii) with respect to Revolving Loans (a) for LIBOR Rate Loans and Letter of Credit fees, 5.00% per annum, (b) for Base Rate Loans, 4.00% per annum, and (c) for unused commitment fees, 0.50% per annum.

Under the Senior Credit Agreement, the Borrowers are required to make quarterly principal payments of approximately \$1.0 million. Additionally, the Borrowers may be obligated to make certain additional mandatory prepayments based on excess cash flow, as defined in the Senior Credit Agreement. No such prepayment was due for the year ended December 31, 2018.

Contractual principal payments for long-term debt, excluding amounts outstanding on the revolving credit agreement, due after June 30, 2019 are as follows:

| <i>(in thousands)</i>                      |                      |
|--|----------------------|
| <b>Twelve-month period ending June 30,</b> | <b>Principal Due</b> |
| 2020                                       | \$ 4,007             |
| 2021                                       | 4,007                |
| 2022                                       | 4,007                |
| 2023                                       | 378,819              |
| 2024                                       | 92,495               |
| <b>Total</b>                               | <b>\$ 483,335</b>    |

For the six months ended June 30, 2019 and June 30, 2018, payment-in-kind (PIK) interest under the GS Credit Agreement added \$2.5 million and \$2.4 million, respectively, to the principal amount of the subordinated debt.

For the quarters ended June 30, 2019 and June 30, 2018, interest expense, including amortization of deferred financing costs and debt discounts, was \$10.8 million and \$7.6 million, respectively, and these amounts for the six months ended June 30, 2019 and June 30, 2018, were \$20.1 million and \$14.6 million, respectively. Deferred financing costs and debt discounts are being amortized using the effective interest method over the remaining term of the respective debt and are recorded as a component of interest expense. Interest expense related to amortization of deferred finance costs and debt discounts was approximately \$0.4 million and \$0.3 million for the quarters ended June 30, 2019 and 2018, respectively, and \$0.8 million and \$0.7 for the six months ended June 30, 2019 and June 30, 2018, respectively.

#### *Covenants*

The Senior Credit Agreement and the GS Credit Agreement, as amended, contain representations and warranties, financial and collateral requirements, mandatory payment events, events of default, and affirmative and negative covenants, including without limitation, covenants that restrict among other things, the ability to create liens, pay dividends or distribute assets from the Company's subsidiaries to the Company, merge or consolidate, dispose of assets, incur additional indebtedness, make certain investments or acquisitions, enter into certain transactions (including with affiliates), and to enter into certain leases. Substantially all of the Borrowers' assets are pledged as collateral under the Senior Credit Agreement and GS Credit Agreement. The Borrowers are also required to comply with certain restrictions on their Total Net Leverage Ratio (as defined in the Senior Credit Agreement and GS Credit Agreement). As of June 30, 2019 and December 31, 2018, the Borrowers were in compliance with the covenants.

## **8. INCOME TAXES**

Prior to July 25, 2018, substantially all of the Company's operations were conducted through pass-through entities for income tax purposes, and as such the Company had no material income tax accounting reflected in its financial statements for financial reporting purposes since substantially all taxable income and deductions were "passed through" to unconsolidated owners. Effective July 25, 2018, the Company is a "C Corp" and reports its income and deductions for income tax purposes. Accordingly, effective July 25, 2018, the consolidated financial statements of the Company reflect the accounting for income taxes in accordance with ASC 740, Income Taxes. The Company's unaudited condensed consolidated financial statements for the quarter and six months ended June 30, 2018 reflect unaudited pro-forma income tax disclosure amounts to illustrate the income tax effects had the Company been subject to federal and state income taxes.

*Valuation Allowance for Deferred Income Tax Assets*

The Company considers all available positive and negative evidence to determine whether sufficient taxable income will be generated in the future to permit realization of the existing deferred tax assets. In accordance with the provisions of ASC 740, *Income Taxes* ("ASC 740"), the Company is required to provide a valuation allowance against deferred tax assets when it is "more likely than not" that some portion or all of the deferred tax assets will not be realized.

Among other provisions, the Tax Cuts and Jobs Act of 2017 amended Internal Revenue Code Section 163(j) to create limitations on the deductibility of business interest expense. Section 163(j) limits the business interest deduction to 30% of adjusted taxable income (ATI). For taxable years through 2021, the calculation of ATI closely aligns with earnings before interest, taxes, depreciation and amortization (EBITDA). Commencing in 2022, the ATI limitation more closely aligns with earnings before interest and taxes (EBIT), without adjusting for depreciation and amortization. Any business interest in excess of the annual limitation is carried forward indefinitely.

With respect to recording a deferred tax benefit for the carryforward of business interest, the Company is required to apply the "more likely than not" threshold for assessing recoverability. Based on management's assessment, the Company recorded a valuation allowance in the second quarter of 2019 of \$7.9 million for the business interest carryover comprised of (i) a discrete provision of \$2.7 million associated with the 2018 business interest deferred tax asset and (ii) a provision of \$5.2 million associated with the 2019 excess business interest. This \$7.9 million provision is included in income tax expense in the Company's unaudited condensed consolidated statements of operations for the quarter and six months ended June 30, 2019.

The Company will continue to evaluate the realizability of the deferred tax assets on a quarterly basis and, as a result, the valuation allowance may change in future periods.

*Uncertain Tax Positions*

The Company recognizes the tax effects of uncertain tax positions only if such positions are more likely than not to be sustained based solely upon its technical merits at the reporting date. The Company refers to the difference between the tax benefit recognized in its financial statements and the tax benefit claimed in the income tax return as an "unrecognized tax benefit." As of June 30 2019, the net amount of our unrecognized tax benefits was not material.

The Company is subject to U.S. federal income tax and income tax in multiple state jurisdictions. Tax periods for 2015 and all years thereafter remain open to examination by the federal and state taxing jurisdictions and tax periods for 2014 and all years thereafter remain open for certain state taxing jurisdictions to which the Company is subject.

**9. COMMITMENTS AND CONTINGENCIES**

*Legal Matters*

The Company is involved in certain legal proceedings and claims, which arise in the ordinary course of business. In the opinion of the Company, based on consultations with inside and outside counsel, the results of any of these ordinary course matters, individually and in the aggregate, are not expected to have a material effect on its results of operations, financial condition, or cash flows.

*Contingent Consideration for Acquisitions*

For information on recognized contingent consideration related to prior business acquisitions, see Note 14 *Fair Value*.

Under GAAP that applies to asset acquisitions that do not meet the definition of a business, the portion of the unpaid purchase price that is contingent on future activities is not initially recorded by the acquirer on the date of acquisition. Rather, the acquirer generally recognizes contingent consideration when it becomes probable and estimable. For the Company's acquisition of certain

merchant portfolio assets from Direct Connect Merchant Services, LLC in December 2018, the purchase price includes cash contingent consideration of up to approximately \$7.3 million, determinable over a period that ends on December 31, 2019. For a separate asset acquisition from another entity that occurred in March 2019 for certain merchant portfolio residual rights (Note 2, *Acquisitions and Contributions of Assets*), the purchase price includes cash contingent consideration of up to \$6.4 million covering a period of time that extends three years from the date of acquisition. Any additional purchase price, if any, will be accounted for when payment to the seller becomes probable and it will be added to the carrying value of the asset.

*Commitment to Lend*

See Note 10, *Related Party and Other Transactions*, for information on a loan commitment extended by the Company to another entity.

**10. RELATED PARTY AND OTHER TRANSACTIONS**

See Note 2, *Acquisitions and Contributions of Assets*, for information about the acquisitions of certain assets and liabilities of eTab and Cumulus.

On May 22, 2019, the Company, through one of its wholly-owned subsidiaries, executed an interest-bearing loan and commitment agreement with another entity. The Company loaned the entity \$3.0 million, with a commitment to loan up to \$10.0 million based on certain growth metrics of the entity and continued compliance by the entity with the terms and covenants of the agreement. The Company's commitment to make additional advances under the loan agreement is dependent upon such advances not conflicting with covenants or restrictions under any of the Company's debt or other applicable agreements. Amounts loaned to this entity by the Company are secured by substantially all of the assets of the entity and by a personal guarantee. The note receivable has an interest rate of 12.0% per annum and is repayable in full in May 2024. The Company also received a warrant to purchase a non-controlling interest in this entity's equity at a fixed amount. The loan agreement also gives the Company certain rights to purchase some or all of this entity's equity in the future, at the entity's then-current fair value. The fair values of the warrant, loan commitment, and purchase right were not material at inception or at June 30, 2019.

**11. RECONCILIATION OF STOCKHOLDERS' EQUITY (DEFICIT) AND NON-CONTROLLING INTEREST**

The following tables provide a reconciliation of the beginning and ending carrying amounts of equity (deficit) attributable to stockholders of the Company, and equity attributable to non-controlling interest for the periods presented:

| <i>(in thousands)</i>                  | Preferred Stock |        | Common Stock |        | Treasury Stock |            | Additional<br>Paid-In<br>Capital | Accumulated<br>(Deficit) | Total Priority<br>Technology<br>Holdings,<br>Inc.<br>Stockholders'<br>(Deficit) | Non-<br>Controlling<br>Interest |
|--|-----------------|--------|--------------|--------|----------------|------------|----------------------------------|--------------------------|---|---------------------------------|
|  | Shares          | Amount | Shares       | Amount | Shares         | Amount     |                                  |                          |   |                                 |
| January 1, 2018                        | —               | \$ —   | 73,110       | \$ 73  | —              | \$ —       | \$ —                             | \$ (90,228)              | \$ (90,155)   | \$ —                            |
| Distribution to members (a)            | —               | —      | —            | —      | —              | —          | (188)                            | (3,836)                  | (4,024)   | —                               |
| Member redemption (a)                  | —               | —      | (12,565)     | (13)   | —              | —          | —                                | (64,890)                 | (64,903)  | —                               |
| Pro-rata adjustment for redemption (a) | —               | —      | (724)        | —      | —              | —          | —                                | —                        | —   | —                               |
| Equity-based compensation              | —               | —      | —            | —      | —              | —          | 188                              | —                        | 188   | —                               |
| Net loss                               | —               | —      | —            | —      | —              | —          | —                                | (3,177)                  | (3,177)   | —                               |
| March 31, 2018                         | —               | —      | 59,821       | 60     | —              | —          | —                                | (162,131)                | (162,071)   | —                               |
| Distribution to members (a)            | —               | —      | —            | —      | —              | —          | (607)                            | (1,707)                  | (2,314)   | —                               |
| Equity-based compensation              | —               | —      | 250          | —      | —              | —          | 607                              | —                        | 607   | —                               |
| Net loss                               | —               | —      | —            | —      | —              | —          | —                                | (5,628)                  | (5,628)   | —                               |
| June 30, 2018                          | —               | \$ —   | 60,071       | \$ 60  | —              | \$ —       | \$ —                             | \$ (169,466)             | \$ (169,406)  | \$ —                            |
| January 1, 2019                        | —               | \$ —   | 67,038       | \$ 67  | —              | \$ —       | \$ —                             | \$ (85,540)              | \$ (85,473)   | \$ —                            |
| Equity-based compensation              | —               | —      | —            | —      | —              | —          | 1,160                            | —                        | 1,160   | —                               |
| Warrant redemptions                    | —               | —      | 420          | (b)    | —              | —          | (b)                              | —                        | —   | —                               |
| Net loss                               | —               | —      | —            | —      | —              | —          | —                                | (6,446)                  | (6,446)   | —                               |
| Issuance of non-controlling interest   | —               | —      | —            | —      | —              | —          | —                                | —                        | —   | 5,654                           |
| March 31, 2019                         | —               | —      | 67,458       | 67     | —              | —          | 1,160                            | (91,986)                 | (90,759)  | 5,654                           |
| Equity-based compensation              | —               | —      | —            | —      | —              | —          | 1,023                            | —                        | 1,023   | —                               |
| Repurchases of common stock            | —               | —      | (451)        | —      | 451            | (2,388)    | —                                | —                        | (2,388)   | —                               |
| Net loss                               | —               | —      | —            | —      | —              | —          | —                                | (14,130)                 | (14,130)  | —                               |
| June 30, 2019                          | —               | \$ —   | 67,007       | \$ 67  | 451            | \$ (2,388) | \$ 2,183                         | \$ (106,116)             | \$ (106,254)  | \$ 5,654                        |

- (a) Before reverse acquisition and recapitalization on July 25, 2018. See "Corporate Matters" in Note 1, *Nature of Business and Basis of Presentation*.
- (b) Par value of the common shares issued in connection with the warrant exchange rounds to less than one thousand dollars (see Note 12, *Equity*).

The Company is authorized to issue 100,000,000 shares of preferred stock with such designations, voting and other rights and preferences as may be determined from time to time by the board of directors. As of June 30, 2019 and December 31, 2018, the Company has not issued any shares of preferred stock.

## 12. EQUITY

### *Repurchases of the Company's Common Stock*

During the second quarter of 2019, the Company repurchased a total of 451,224 shares of its common stock at an average price of \$5.29 per share. Total cash paid by the Company was approximately \$2.4 million. The repurchases were authorized under a December 2018 resolution by the Company's board of directors, which expired during the second quarter of 2019.

### *Warrants for the Company's Common Stock*

In August 2018, the Company was informed by Nasdaq that it intended to delist the Company's outstanding warrants and units due to an insufficient number of round lot holders for the public warrants. The Company subsequently filed a Registration Statement on Form S-4 with the SEC for the purpose of offering holders of the Company's outstanding 5,310,109 public warrants and 421,107 private warrants the opportunity to exchange each warrant for 0.192 shares of the Company's common stock. The exchange offer expired in February 2019 resulting in a portion of the warrants being tendered in exchange for approximately 420,000 shares of the Company's common stock plus cash in lieu of fractional shares. Nasdaq proceeded to delist the remaining outstanding warrants and units, which were comprised of one share of common stock and one warrant, from The Nasdaq Global Market at the open of business on March 6, 2019. The delisting of the remaining outstanding warrants and units had no impact on the Company's financial statements.

### *Earn-Out Consideration*

An additional 9.8 million common shares may be issued under the Company's Earn-Out Incentive Plan. For the first earn-out of up to 4.9 million common shares, consolidated adjusted EBITDA (as defined in the Earn-Out Incentive Plan) of the Company must have been no less than \$82.5 million for the year ended December 31, 2018 and the Company's stock price must trade in excess of \$12.00 for any 20 trading days within any consecutive 30-day trading period at any time on or before December 31, 2019. For the second earn-out of up to 4.9 million common shares, consolidated adjusted EBITDA of the Company must be no less than \$91.5 million for the year ending December 31, 2019 and the Company's stock price must trade in excess of \$14.00 for any 20 trading days within any consecutive 30-day trading period at any time between January 1, 2019 and December 31, 2020. In the event that the first earn-out targets are not met, the entire 9.8 million shares may be issued if the second earn-out targets are met. As of June 30, 2019 and December 31, 2018, none of the 9.8 million shares have been earned. Any unvested shares issued to management or directors under compensation plans will be expensed under the provisions of ASC 718, *Stock Compensation*.

## 13. EQUITY-BASED COMPENSATION PLANS

The Company has three equity-based compensation plans: 2018 Equity Incentive Plan; Earnout Incentive Plan; and 2014 Management Incentive Plan. Total equity-based compensation expense for the quarters ended June 30, 2019 and June 30, 2018 was approximately \$1.0 million and \$0.6 million, respectively, and was \$2.2 million and \$0.8 million for the six months ended June 30, 2019 and June 30, 2018, respectively. This expense is included in Salary and employee benefits in the accompanying unaudited condensed consolidated statements of operations. Expense recognized by plan was as follows:

| <i>(in thousands)</i>          | Quarter Ended June 30, |        | Six Months Ended June 30, |        |
|--------------------------------|------------------------|--------|---------------------------|--------|
|                                | 2019                   | 2018   | 2019                      | 2018   |
| 2018 Equity Incentive Plan     | \$ 841                 | \$ —   | \$ 1,765                  | \$ —   |
| 2014 Management Incentive Plan | 182                    | 607    | 418                       | 795    |
| Earnout Incentive Plan         | —                      | —      | —                         | —      |
| Total                          | \$ 1,023               | \$ 607 | \$ 2,183                  | \$ 795 |

Grants under the 2018 Equity Incentive Plan began to vest in July 2019.

Beginning in 2018, the Company elected to recognize the effects of forfeitures on compensation expense as the forfeitures occur for all plans.

#### 14. FAIR VALUE

The following is a description of the valuation methodology used for the warrants issued to Goldman Sachs Specialty Lending Group, L.P. ("GS") and contingent consideration issued in business combinations, which were recorded and remeasured at fair value at the end of each reporting period.

##### *GS Warrants*

In connection with the GS Credit Agreement, warrants issued by Holdings to GS for the purchase of Holdings' Class A common units (each, a "GS Warrant" and collectively, the "GS Warrants") were issued, canceled, and replaced at various times in 2018 and prior years. During the first quarter of 2018, a GS Warrant for the purchase of 1.8% of Holdings' outstanding Class A common units was replaced by a GS Warrant to purchase of 2.2% of Holdings' Class A common units. This new GS Warrant had a term of 7 years, an exercise price of \$0, and could be exercised at any time prior to expiration date. Since the obligation was based solely on the fact that the 2.2% interest in the equity of Holdings was fixed and known at inception as well as the fact that GS could exercise the GS Warrant with a settlement in cash any time prior to the expiration date of December 31, 2023, the outstanding GS Warrant was required to be recorded as a liability. At June 30, 2018, the outstanding GS Warrant had a fair value of \$12.8 million. A \$3.5 million increase in the fair value of the GS Warrant for the quarter and six months ended June 30, 2018, respectively, is included in Other, net in the accompanying unaudited condensed consolidated statements of operations. The GS Warrant was redeemed in full on July 25, 2018.

The GS Warrants were classified as level 3 in the fair value hierarchy. The fair value of the GS warrants was estimated based on the fair value of Holdings using a weighted-average of values derived from generally accepted valuation techniques, including market approaches, which consider the guideline public company method, the guideline transaction method, the recent funding method, and an income approach, which considered discounted cash flows.

##### *Contingent Consideration Issued in 2018 Business Combinations*

The estimated fair values of contingent consideration related to the Priority Payment Systems Tech Partners and Priority Payment Systems Northeast business acquisitions are based on a weighted payout probability at the measurement date, which falls within Level 3 on the fair value hierarchy. Both of these acquisitions occurred during the third quarter of 2018. At June 30, 2019 and December 31, 2018, the total fair value of the contingent consideration for both acquisitions was approximately \$1.0 million, which was not materially different than the fair values on their original measurement dates.

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The following table shows a reconciliation of the beginning and ending balances for liabilities measured at fair value on a recurring basis using significant unobservable inputs that were classified as Level 3 in the fair value hierarchy for the periods indicated:

| <i>(in thousands)</i>                         | <b>Contingent Consideration</b> |     | <b>Warrant Liability</b> |         |
|---|---------------------------------|-----|--------------------------|---------|
| Balance at January 1, 2018                    | \$                              | —   | \$                       | 8,701   |
| Extinguishment of GS 1.8% warrant liability   |                                 | —   |                          | (8,701) |
| GS 2.2% warrant liability                     |                                 | —   |                          | 12,182  |
| Balance at March 31, 2018                     |                                 | —   |                          | 12,182  |
| Adjustment to fair value included in earnings |                                 | —   |                          | 591     |
| Balance at June 30, 2018                      | \$                              | —   | \$                       | 12,773  |
| Balance at January 1, 2019                    | \$                              | 980 | \$                       | —       |
| Fair value adjustments                        |                                 | —   |                          | —       |
| Balance at March 31, 2019                     |                                 | 980 |                          | —       |
| Fair value adjustments                        |                                 | —   |                          | —       |
| Balance at June 30, 2019                      | \$                              | 980 | \$                       | —       |

There were no transfers among the fair value levels during the quarters or six months ended June 30, 2019 and June 30, 2018.

***Fair Value Disclosures (Level 3 in the fair value hierarchy)******Notes Receivable***

Notes receivable are carried at amortized cost. Substantially all of the Company's notes receivable are secured, and the Company believes that all of its notes receivable are collectible. The fair value of the Company's notes receivable at June 30, 2019 and December 31, 2018 was approximately \$4.9 million and \$1.8 million, respectively.

***Debt Obligations***

The Borrower's outstanding debt obligations (see Note 7, *Long-Term Debt*) are reflected in the Company's consolidated balance sheets at carrying value since the Company did not elect to remeasure debt obligations to fair value at the end of each reporting period. The carrying values of the long-term debt approximate fair value due to mechanisms in the credit agreements that adjust the applicable interest rates.

**15. SEGMENT INFORMATION**

The Company has three reportable segments that are reviewed by the Company's chief operating decision maker ("CODM"), who is the Company's Chief Executive Officer and Chairman. The Consumer Payments operating segment and the Integrated Partners

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operating segments are each reported as separate reportable segments. The Commercial Payments and Institutional Services (sometimes referred to as Managed Services) operating segments are aggregated into one reportable segment, Commercial Payments.

- *Consumer Payments* – represents consumer-related services and offerings including merchant acquiring and transaction processing services including the proprietary MX enterprise suite. Either through acquisition of merchant portfolios or through resellers, the Company becomes a party or enters into contracts with a merchant and a sponsor bank. Pursuant to the contracts, for each card transaction, the sponsor bank collects payment from the credit, debit or other payment card issuing bank, net of interchange fees due to the issuing bank, pays credit card association (e.g., Visa, MasterCard) assessments and pays the transaction fee due to the Company for the suite of processing and related services it provides to merchants, with the remainder going to the merchant.
- *Commercial Payments* – represents services provided to certain enterprise customers, including outsourced sales force to those customers and accounts payable automation services to commercial customers.
- *Integrated Partners* – represents payment adjacent services that are provided primarily to the health care and residential real estate industries.

Corporate includes costs of corporate functions and shared services not allocated to our reportable segments. During the fourth quarter of 2018, the Company adjusted its methodology of allocating certain corporate overhead costs to its reportable segments. All prior periods presented have been adjusted to reflect the current allocation methodology.

Prior to second quarter of 2019, the Integrated Partners operating segment was aggregated with the Commercial Payments and Institutional Services operating segments and reported as one aggregated reportable segment. In the second quarter of 2019, the Integrated Partners operating segment is no longer aggregated with the Commercial Payments and Institutional Services operating segments. All comparative periods have been adjusted to reflect the current three reportable segments.

Information on reportable segments and reconciliations to consolidated revenue, consolidated income from operations, and consolidated depreciation and amortization are as follows for the periods presented:

| <i>(in thousands)</i>                      | Quarter Ended June 30, |                   | Six Months Ended June 30, |                   |
|--|------------------------|-------------------|---------------------------|-------------------|
|  | 2019                   | 2018              | 2019                      | 2018              |
| <b>Revenue:</b>                            |                        |                   |                           |                   |
| Consumer Payments                          | \$ 92,249              | \$ 97,732         | \$ 182,071                | \$ 206,713        |
| Commercial Payments                        | 7,099                  | 6,883             | 14,075                    | 13,498            |
| Integrated Partners                        | 8,077                  | 147               | 11,256                    | 147               |
| Consolidated Revenue                       | <u>\$ 107,425</u>      | <u>\$ 104,762</u> | <u>\$ 207,402</u>         | <u>\$ 220,358</u> |
| <b>Income (loss) from operations:</b>      |                        |                   |                           |                   |
| Consumer Payments                          | \$ 7,363               | \$ 10,346         | \$ 15,082                 | \$ 25,561         |
| Commercial Payments                        | (282)                  | (377)             | (733)                     | (704)             |
| Integrated Partners                        | 572                    | (202)             | 339                       | (202)             |
| Corporate                                  | (5,217)                | (6,562)           | (11,286)                  | (13,572)          |
| Consolidated income from operations        | <u>\$ 2,436</u>        | <u>\$ 3,205</u>   | <u>\$ 3,402</u>           | <u>\$ 11,083</u>  |
| <b>Depreciation and amortization:</b>      |                        |                   |                           |                   |
| Consumer Payments                          | \$ 8,105               | \$ 3,646          | \$ 15,913                 | \$ 7,082          |
| Commercial Payments                        | 81                     | 144               | 179                       | 284               |
| Integrated Partners                        | 1,096                  | —                 | 1,787                     | —                 |
| Corporate                                  | 479                    | 223               | 807                       | 414               |
| Consolidated depreciation and amortization | <u>\$ 9,761</u>        | <u>\$ 4,013</u>   | <u>\$ 18,686</u>          | <u>\$ 7,780</u>   |

A reconciliation of total income from operations of reportable segments to the Company's net loss is provided in the following table:

| <i>(in thousands)</i>                               | Quarter Ended June 30, |                   | Six Months Ended June 30 |                   |
|---|------------------------|-------------------|--------------------------|-------------------|
|   | 2019                   | 2018              | 2019                     | 2018              |
| Total income from operations of reportable segments | \$ 7,653               | \$ 9,767          | \$ 14,688                | \$ 24,655         |
| Corporate   | (5,217)                | (6,562)           | (11,286)                 | (13,572)          |
| Interest expense                                    | (10,776)               | (7,630)           | (20,139)                 | (14,559)          |
| Plus (less) other, net                              | 138                    | (1,203)           | 365                      | (5,329)           |
| Income tax expense                                  | (5,928)                | —                 | (4,204)                  | —                 |
| Net loss  | <u>\$ (14,130)</u>     | <u>\$ (5,628)</u> | <u>\$ (20,576)</u>       | <u>\$ (8,805)</u> |

The Company was not significantly reliant upon any single customer for the quarter and six months ended June 30, 2019 and June 30, 2018. Substantially all revenue is generated in the United States.

## 16. LOSS PER SHARE

The following tables set forth the computation of the Company's loss per share:

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| <i>(in thousands except per share amounts)</i>  | Quarter Ended June 30, |                  | Six Months Ended June 30, |                  |
|---|------------------------|------------------|---------------------------|------------------|
|   | 2019                   | 2018             | 2019                      | 2018             |
| Numerator:                                      |                        |                  |                           |                  |
| Net loss  | \$ (14,130)            | \$ (5,628)       | \$ (20,576)               | \$ (8,805)       |
| Less: Distributions to participating securities | —                      | —                | —                         | (45)             |
| Net loss attributable to common stockholders    | \$ (14,130)            | \$ (5,628)       | \$ (20,576)               | \$ (8,850)       |
| Denominator:                                    |                        |                  |                           |                  |
| Weighted-average shares outstanding             | 67,094                 | 56,568           | 67,161                    | 57,556           |
| <b>Basic and diluted loss per share</b>         | <b>\$ (0.21)</b>       | <b>\$ (0.10)</b> | <b>\$ (0.31)</b>          | <b>\$ (0.15)</b> |

The following potential common share equivalents at the end of the period were excluded from diluted loss per share since the Company had a net loss for the periods indicated:

| <i>(in thousands)</i>  | Quarter Ended June 30, |       | Six Months Ended June 30, |       |
|--|------------------------|-------|---------------------------|-------|
|  | 2019                   | 2018  | 2019                      | 2018  |
| Warrants on Class A Common Units                             | —                      | 1,244 | —                         | 1,244 |
| Equity units issued under the 2014 Management Incentive Plan | (a)                    | 266   | (a)                       | 266   |
| Restricted stock awards                                      | 238                    | —     | 238                       | —     |
| Stock options  | 2,047                  | —     | 2,047                     | —     |
| Earnout incentive awards                                     | 95                     | —     | 95                        | —     |

(a) At June 30, 2019, a total of 3,046,611 shares of issued and outstanding common stock of the Company are held in beneficial ownership for eligible participants of the 2014 Management Incentive Plan. These shares are included in basic and diluted loss per share calculations for the quarter and six months ended June 30, 2019.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our audited consolidated financial statements and related notes for the years ended December 31, 2018, 2017 and 2016 and the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations," included in the Company's Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission on March 29, 2019 (the "Annual Report").*

### Cautionary Note Regarding Forward-Looking Statements

Some of the statements made in this Quarterly Report on Form 10-Q constitute forward-looking statements within the meaning of the federal securities laws. Such forward-looking statements include, but are not limited to, statements regarding our or our management's expectations, hopes, beliefs, intentions or strategies regarding the future. In addition, any statements that refer to projections, forecasts or other characterizations of future events or circumstances, such as statements about our future financial performance, including any underlying assumptions, are forward-looking statements. The words "anticipate," "believe," "continue," "could," "estimate," "expect," "future," "goal," "intend," "likely," "may," "might," "plan," "possible," "potential," "predict," "project," "seek," "should," "would," "will," "approximately," "shall" and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements contained in this Quarterly Report on Form 10-Q include, but are not limited to, statements about:

- competition in the payment processing industry;
- the use of distribution partners;
- any unauthorized disclosures of merchant or cardholder data, whether through breach of our computer systems, computer viruses, or otherwise;
- any breakdowns in our processing systems;
- government regulation, including regulation of consumer information;
- the use of third-party vendors;
- any changes in card association and debit network fees or products;
- any failure to comply with the rules established by payment networks or standards established by third-party processor;
- any proposed acquisitions or any risks associated with completed acquisitions; and
- other risks and uncertainties set forth in the "Item 1A - Risk Factors" included in the Annual Report.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this Quarterly Report on Form 10-Q.

The forward-looking statements contained in this Quarterly Report on Form 10-Q are based on our current expectations and beliefs concerning future developments and their potential effects on us. You should not place undue reliance on these forward-looking statements in deciding whether to invest in our securities. We cannot assure you that future developments affecting us will be those that we have anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond our control) or other assumptions that may cause our actual results or performance to be materially different from those expressed or implied by these forward-looking statements. Should one or more of these risks or uncertainties materialize, or should any of our assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Quarterly Report on Form 10-Q, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely upon these statements.

You should read this Quarterly Report on Form 10-Q with the understanding that our actual future results, levels of activity, performance and achievements may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements.

Forward-looking statements speak only as of the date they were made. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

**Terms Used in this Quarterly Report on Form 10-Q**

As used in this Quarterly Report on Form 10-Q, unless the context otherwise requires, references to the terms "Company," "we," "us" and "our" refer to Priority Technology Holdings, Inc. and its consolidated subsidiaries.

## Results of Operations

This section includes a summary of our results of operations for the periods presented followed by a detailed discussion of our results for the quarter ended June 30, 2019 (or second quarter of 2019) compared to the quarter ended June 30, 2018 (or second quarter of 2018), and the six-month period ended June 30, 2019 (or first half of 2019) compared to the six-month period ended June 30, 2018 (or first half of 2018). We have derived this data, except key indicators for merchant bankcard processing dollar values and transaction volumes, from our unaudited condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q and our audited consolidated financial statements included in the Annual Report.

Our revenue for the quarter and six months ended June 30, 2019 has been negatively affected by the closure of high-margin accounts with certain subscription-billing e-commerce merchants. The closure of merchants in this channel was due to industry-wide changes for enhanced card association compliance. This revenue, which is entirely within our Consumer Payments reportable segment, was \$1.7 million and \$14.4 million for the quarters ended June 30, 2019 and June 30, 2018, respectively, and \$5.6 million and \$46.0 million for the first six months of 2019 and 2018, respectively. Our income from operations associated with these merchants was \$0.7 million and \$4.2 million for the quarters ended June 30, 2019 and June 30, 2018, respectively, and \$2.3 million and \$14.2 million for the first six months of 2019 and 2018, respectively.

In addition to the impact of the closures of certain merchants described above, our income from operations for the quarter and six months ended June 30, 2019 has been negatively affected by certain expenses largely associated with our July 25, 2018 business combination (the "Business Combination"), conversion to a public company, certain legal matters, and in the second quarter of 2019, expenses associated with temporary transition services from YapStone related to the March 2019 asset acquisition. These expenses were approximately \$1.6 million and \$3.4 million for the quarters ended June 30, 2019 and June 30, 2018, respectively, and \$2.8 million and \$6.8 million for the first six months of 2019 and 2018, respectively.

**Quarter Ended June 30, 2019 compared to Quarter Ended June 30, 2018**

|  | Quarter Ended June 30,        |                   |                   |                |
|--|-------------------------------|-------------------|-------------------|----------------|
|  | 2019                          | 2018              | Change            | % Change       |
|  | <i>(dollars in thousands)</i> |                   |                   |                |
| <b>REVENUE:</b>                        |                               |                   |                   |                |
| Merchant card fees                     | \$ 99,145                     | \$ 96,736         | \$ 2,409          | 2.5 %          |
| Outsourced services and other          | 8,280                         | 8,026             | 254               | 3.2 %          |
| <b>Total revenue</b>                   | <b>107,425</b>                | <b>104,762</b>    | <b>2,663</b>      | <b>2.5 %</b>   |
| <b>OPERATING EXPENSES:</b>             |                               |                   |                   |                |
| Costs of merchant card fees            | 72,609                        | 75,587            | (2,978)           | (3.9)%         |
| Costs of outsourced services and other | 4,677                         | 4,667             | 10                | 0.2 %          |
| Salary and employee benefits           | 10,356                        | 9,442             | 914               | 9.7 %          |
| Depreciation and amortization          | 9,761                         | 4,013             | 5,748             | 143.2 %        |
| Selling, general and administrative    | 7,586                         | 7,848             | (262)             | (3.3)%         |
| <b>Total operating expenses</b>        | <b>104,989</b>                | <b>101,557</b>    | <b>3,432</b>      | <b>3.4 %</b>   |
| <b>Income from operations</b>          | <b>2,436</b>                  | <b>3,205</b>      | <b>(769)</b>      | <b>(24.0)%</b> |
| <b>OTHER INCOME (EXPENSES):</b>        |                               |                   |                   |                |
| Interest expense                       | (10,776)                      | (7,630)           | (3,146)           | 41.2 %         |
| Other, net                             | 138                           | (1,203)           | 1,341             | (111.5)%       |
| <b>Total other expenses, net</b>       | <b>(10,638)</b>               | <b>(8,833)</b>    | <b>(1,805)</b>    | <b>20.4 %</b>  |
| <b>Loss before income taxes</b>        | <b>(8,202)</b>                | <b>(5,628)</b>    | <b>(2,574)</b>    | <b>45.7 %</b>  |
| Income tax expense                     | 5,928                         | —                 | 5,928             | nm             |
| <b>Net loss</b>                        | <b>\$ (14,130)</b>            | <b>\$ (5,628)</b> | <b>\$ (8,502)</b> | <b>151.1 %</b> |

**Six Months Ended June 30, 2019 compared to Six Months Ended June 30, 2018**

|  | <b>Six Months Ended June 30,</b> |                   | <b>Change</b>      | <b>% Change</b> |
|--|----------------------------------|-------------------|--------------------|-----------------|
|  | <b>2019</b>                      | <b>2018</b>       |                    |                 |
|  | <i>(dollars in thousands)</i>    |                   |                    |                 |
| <b>REVENUE:</b>                        |                                  |                   |                    |                 |
| Merchant card fees                     | \$ 190,974                       | \$ 204,746        | \$ (13,772)        | (6.7)%          |
| Outsourced services and other          | 16,428                           | 15,612            | 816                | 5.2 %           |
| <b>Total revenue</b>                   | <b>207,402</b>                   | <b>220,358</b>    | <b>(12,956)</b>    | <b>(5.9)%</b>   |
| <b>OPERATING EXPENSES:</b>             |                                  |                   |                    |                 |
| Costs of merchant card fees            | 140,480                          | 158,400           | (17,920)           | (11.3)%         |
| Costs of outsourced services and other | 9,243                            | 9,043             | 200                | 2.2 %           |
| Salary and employee benefits           | 21,255                           | 18,414            | 2,841              | 15.4 %          |
| Depreciation and amortization          | 18,686                           | 7,780             | 10,906             | 140.2 %         |
| Selling, general and administrative    | 14,336                           | 15,638            | (1,302)            | (8.3)%          |
| Total operating expenses               | 204,000                          | 209,275           | (5,275)            | (2.5)%          |
| <b>Income from operations</b>          | <b>3,402</b>                     | <b>11,083</b>     | <b>(7,681)</b>     | <b>(69.3)%</b>  |
| <b>OTHER INCOME (EXPENSES):</b>        |                                  |                   |                    |                 |
| Interest expense                       | (20,139)                         | (14,559)          | (5,580)            | 38.3 %          |
| Other, net                             | 365                              | (5,329)           | 5,694              | nm              |
| Total other expenses, net              | (19,774)                         | (19,888)          | 114                | (0.6)%          |
| <b>Loss before income taxes</b>        | <b>(16,372)</b>                  | <b>(8,805)</b>    | <b>(7,567)</b>     | <b>85.9 %</b>   |
| Income tax expense                     | 4,204                            | —                 | 4,204              | nm              |
| <b>Net loss</b>                        | <b>\$ (20,576)</b>               | <b>\$ (8,805)</b> | <b>\$ (11,771)</b> | <b>133.7 %</b>  |

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The following table shows our reportable segments' financial performance data and selected performance measures for the second quarter of 2019 compared to the second quarter of 2018:

| <i>(in thousands)</i>                                | Quarter Ended June 30, |              | Change       | % Change |
|--|------------------------|--------------|--------------|----------|
|  | 2019                   | 2018         |              |          |
| <b>Consumer Payments:</b>                            |                        |              |              |          |
| Revenue  | \$ 92,249              | \$ 97,732    | \$ (5,483)   | (5.6)%   |
| Operating expenses                                   | 84,886                 | 87,386       | (2,500)      | (2.9)%   |
| Income from operations                               | \$ 7,363               | \$ 10,346    | \$ (2,983)   | (28.8)%  |
| Operating margin                                     | 8.0 %                  | 10.6 %       |              |          |
| Depreciation and amortization                        | \$ 8,105               | \$ 3,646     | \$ 4,459     | 122.3 %  |
| Key Indicators:                                      |                        |              |              |          |
| Merchant bankcard processing dollar value            | \$ 10,774,149          | \$ 9,820,496 | \$ 953,653   | 9.7 %    |
| Merchant bankcard transaction volume                 | 130,146                | 120,020      | 10,126       | 8.4 %    |
| <b>Commercial Payments:</b>                          |                        |              |              |          |
| Revenue  | \$ 7,099               | \$ 6,883     | \$ 216       | 3.1 %    |
| Operating expenses                                   | 7,381                  | 7,260        | 121          | 1.7 %    |
| Loss from operations                                 | \$ (282)               | \$ (377)     | \$ 95        | (25.2)%  |
| Operating margin                                     | (4.0)%                 | (5.5)%       |              |          |
| Depreciation and amortization                        | \$ 81                  | \$ 144       | \$ (63)      | (43.8)%  |
| Key Indicators:                                      |                        |              |              |          |
| Merchant bankcard processing dollar value            | \$ 74,528              | \$ 61,867    | \$ 12,661    | 20.5 %   |
| Merchant bankcard transaction volume                 | 29                     | 30           | (1)          | (3.3)%   |
| <b>Integrated Partners:</b>                          |                        |              |              |          |
| Revenues   | \$ 8,077               | \$ 147       | \$ 7,930     | nm       |
| Operating expenses                                   | 7,505                  | 349          | 7,156        | nm       |
| Income (loss) from operations                        | \$ 572                 | \$ (202)     | \$ 774       | nm       |
| Operating margin                                     | 7.1 %                  | (137.4)%     |              |          |
| Depreciation and amortization                        | \$ 1,096               | \$ —         | \$ 1,096     | nm       |
| Key Indicators:                                      |                        |              |              |          |
| Merchant bankcard processing dollar value            | \$ 106,162             | \$ —         | \$ 106,162   | nm       |
| Merchant bankcard transaction volume                 | 363                    | —            | 363          | nm       |
| <b>Income from operations of reportable segments</b> | \$ 7,653               | \$ 9,767     | \$ (2,114)   | (21.6)%  |
| Less: Corporate expenses                             | (5,217)                | (6,562)      | 1,345        | (20.5)%  |
| <b>Consolidated income from operations</b>           | \$ 2,436               | \$ 3,205     | \$ (769)     | (24.0)%  |
| Corporate depreciation and amortization              | \$ 479                 | \$ 223       | \$ 256       | 114.8 %  |
| Key indicators:                                      |                        |              |              |          |
| Merchant bankcard processing dollar value            | \$ 10,954,839          | \$ 9,882,363 | \$ 1,072,476 | 10.9 %   |
| Merchant bankcard transaction volume                 | 130,538                | 120,050      | 10,488       | 8.7 %    |

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The following table shows our reportable segments' financial performance data and selected performance measures for the first half of 2019 compared to the first half of 2018:

| <i>(in thousands)</i>                                | Six Months Ended June 30, |               |              |          |
|--|---------------------------|---------------|--------------|----------|
|  | 2019                      | 2018          | Change       | % Change |
| <b>Consumer Payments:</b>                            |                           |               |              |          |
| Revenue  | \$ 182,071                | \$ 206,713    | \$ (24,642)  | (11.9)%  |
| Operating expenses                                   | 166,989                   | 181,152       | (14,163)     | (7.8)%   |
| Income from operations                               | \$ 15,082                 | \$ 25,561     | \$ (10,479)  | (41.0)%  |
| Operating margin                                     | 8.3 %                     | 12.4 %        |              |          |
| Depreciation and amortization                        | \$ 15,913                 | \$ 7,082      | \$ 8,831     | 124.7 %  |
| <b>Key Indicators:</b>                               |                           |               |              |          |
| Merchant bankcard processing dollar value            | \$ 20,984,904             | \$ 18,904,723 | \$ 2,080,181 | 11.0 %   |
| Merchant bankcard transaction volume                 | 251,030                   | 230,425       | 20,605       | 8.9 %    |
| <b>Commercial Payments:</b>                          |                           |               |              |          |
| Revenue  | \$ 14,075                 | \$ 13,498     | \$ 577       | 4.3 %    |
| Operating expenses                                   | 14,808                    | 14,202        | 606          | 4.3 %    |
| Loss from operations                                 | \$ (733)                  | \$ (704)      | \$ (29)      | 4.1 %    |
| Operating margin                                     | (5.2)%                    | (5.2)%        |              |          |
| Depreciation and amortization                        | \$ 179                    | \$ 284        | \$ (105)     | (37.0)%  |
| <b>Key Indicators:</b>                               |                           |               |              |          |
| Merchant bankcard processing dollar value            | \$ 144,426                | \$ 117,403    | \$ 27,023    | 23.0 %   |
| Merchant bankcard transaction volume                 | 58                        | 56            | 2            | 3.6 %    |
| <b>Integrated Partners:</b>                          |                           |               |              |          |
| Revenues   | \$ 11,256                 | \$ 147        | \$ 11,109    | nm       |
| Operating expenses                                   | 10,917                    | 349           | 10,568       | nm       |
| Income (loss) from operations                        | \$ 339                    | \$ (202)      | \$ 541       | nm       |
| Operating margin                                     | 3.0 %                     | (137.4)%      |              |          |
| Depreciation and amortization                        | \$ 1,787                  | \$ —          | \$ 1,787     | nm       |
| <b>Key Indicators:</b>                               |                           |               |              |          |
| Merchant bankcard processing dollar value            | \$ 140,147                | \$ —          | \$ 140,147   | nm       |
| Merchant bankcard transaction volume                 | 492                       | —             | 492          | nm       |
| <b>Income from operations of reportable segments</b> | \$ 14,688                 | \$ 24,655     | \$ (9,967)   | (40.4)%  |
| Less: Corporate expenses                             | (11,286)                  | (13,572)      | 2,286        | (16.8)%  |
| <b>Consolidated income from operations</b>           | \$ 3,402                  | \$ 11,083     | \$ (7,681)   | (69.3)%  |
| Corporate depreciation and amortization              | \$ 807                    | \$ 414        | \$ 393       | 94.9 %   |
| <b>Key indicators:</b>                               |                           |               |              |          |
| Merchant bankcard processing dollar value            | \$ 21,269,477             | \$ 19,022,126 | \$ 2,247,351 | 11.8 %   |
| Merchant bankcard transaction volume                 | 251,580                   | 230,481       | 21,099       | 9.2 %    |

**Revenue**

*Second Quarter of 2019 compared to Second Quarter of 2018*

For the second quarter of 2019, our consolidated revenue increased by \$2.7 million, or 2.5%, from the second quarter of 2018 to \$107.4 million. This increase was driven by a \$7.9 million increase in revenue from our Integrated Partners segment, driven by the YapStone, Inc. ("YapStone") asset acquisition that occurred in March 2019. This increase in revenue for Integrated Partners was partially offset by a \$5.5 million decrease, or 5.6%, in revenue in our Consumer Payments segment. Revenue in our Commercial Payments segment increased by \$0.2 million, or 3.1%. Consolidated merchant bankcard processing dollar value and merchant bankcard transactions increased 10.9% and 8.7%, respectively.

The decrease in second quarter of 2019 revenue in our Consumer Payments segment was due to a decrease of \$12.7 million from certain subscription-billing e-commerce merchants. Excluding this impact, revenue grew \$7.2 million, or 8.7%, driven by growth in bankcard processing dollar value and merchant bankcard transactions of 9.7% and 8.4%, respectively. The higher merchant bankcard processing dollar value and transaction volume for the second quarter of 2019 were mainly due to the continuation of strong consumer spending trends in 2019 and positive net onboarding of new merchants. Additionally, the average dollar amount per bankcard transaction (calculated by dividing bankcard processing volume by the associated number of transactions processed) of \$82.79 increased 1.2% for the second quarter of 2019 from \$81.82 for the second quarter of 2018.

Commercial Payments revenue for the second quarter of 2019 increased by \$0.2 million, or 3.1%. Revenue from CPX accounts payable automated solutions of \$1.8 million in the second quarter of 2019 increased 58.5% compared to the 2018 second quarter. Revenue from curated managed services programs of \$5.3 million in the second quarter of 2019 declined by \$0.5 million compared with the 2018 second quarter. The managed services decline was largely driven by lower incentive revenue in the second quarter of 2019.

Revenue in our Integrated Partners reportable segment, previously aggregated with our Commercial Payments reportable segment, was \$8.1 million for the second quarter of 2019. A substantial portion of this segment's activities started after second quarter of 2018 through several business and asset acquisitions. Priority Real Estate Technology ("PRET") comprised \$7.6 million of this reportable segment's revenue in the second quarter of 2019. PRET is comprised primarily of the assets acquired from YapStone in March 2019 and the net assets acquired from RadPad Holdings, Inc. in July 2018. Revenue from Priority PayRight Health Solutions and Priority Hospitality Technology, which commenced operations in April 2018 and February 2019, respectively, comprised the remainder of this reportable segment's revenue.

*First Half of 2019 compared to First Half of 2018*

For the first half of 2019, our consolidated revenue declined by \$13.0 million, or 5.9%, from \$220.4 million to \$207.4 million. This decline reflects a decrease of \$24.6 million in our Consumer Payments segment, partially offset by increases in our Integrated Partners segment and Commercial Payments segment of \$11.1 million and \$0.6 million, respectively. Consolidated merchant bankcard processing dollar value and merchant bankcard transactions increased 11.8% and 9.2%, respectively.

The decrease in the first half of 2019 revenue in our Consumer Payments segment was due to a decrease of \$40.5 million from certain subscription-billing e-commerce merchants. Excluding this impact, revenue grew by \$15.8 million, or 9.8%, driven by growth in bankcard processing dollar value and merchant bankcard transactions of 11.0% and 8.9%, respectively. The higher merchant bankcard processing dollar value and transaction volume for the first half of 2019 were mainly due to the continuation of strong consumer spending trends in 2019 and positive net onboarding of new merchants. Additionally, the average dollar amount per bankcard transaction (calculated by dividing bankcard processing volume by the associated number of transactions processed) of \$83.60 increased 1.9% for the first half of 2019 from \$82.04 for the first half of 2018.

Commercial Payments segment revenue for the first half of 2019 increased by \$0.6 million, or 4.3%, compared to the first half of 2018. This growth was driven by our CPX accounts payable automated solutions services, which grew \$1.2 million, or 57.2%. Revenue from our curated managed services programs declined by \$0.6 million compared to the first half of 2018, driven by lower incentive revenue in the first half of 2019.

Revenue in our Integrated Partners reportable segment, previously aggregated with our Commercial Payments reportable segment, was \$11.3 million for the first half of 2019. A substantial portion of this segment's activities started after the second quarter of 2018 through several business and asset acquisitions. Priority Real Estate Technology comprised \$10.3 million of this reportable segment's revenue in the first half of 2019. PRET is comprised primarily of the assets acquired from YapStone in March 2019 and the net assets acquired from RadPad Holdings, Inc. in July 2018. Revenue from Priority PayRight Health Solutions and Priority Hospitality Technology, which commenced operations in April 2018 and February 2019, respectively, comprised the remainder of this reportable segment's revenue.

### ***Operating expenses***

#### *Second Quarter of 2019 compared to Second Quarter of 2018*

Our consolidated operating expenses increased \$3.4 million, or 3.4%, from \$101.6 million for the second quarter of 2018 to \$105.0 million for the second quarter of 2019. This overall increase was driven by a \$5.7 million increase in depreciation and amortization expense related primarily to acquired merchant portfolios and intangible assets related to business combinations and asset acquisitions made after the second quarter of 2018, and internally developed software related to the MX Connect and CPX platforms. This increase was partially offset by a \$3.0 million, or 3.9%, decrease in the cost of merchant fees. This decrease in cost of merchant fees was related to the corresponding decrease in revenue from our Consumer Payments segment and by lower costs attributable to the acquisitions of residual portfolio commission rights, partially offset by growth in processing volume. Costs of merchant card fees, as a percentage of merchant card fee revenue, dropped by 490 basis points for second quarter of 2019 compared to the second quarter of 2018.

Our consolidated selling, general, and administrative ("SG&A") expenses decreased overall by \$0.3 million, or 3.3%, for the second quarter of 2019 compared to the second quarter of 2018, driven by a \$2.6 million decrease in certain expenses in Corporate largely associated with our 2018 Business Combination, conversion to a public company, and certain legal matters. This decrease was partially offset by \$0.7 million of expenses for temporary transition services related to integration of the March 2019 acquisition of the YapStone assets.

Consolidated salary and employee benefits increased \$0.9 million, or 9.7%, for the second quarter of 2019 compared to the second quarter of 2018. This increase was related to additional headcount in corporate and operations functions and from business acquisitions made after the second quarter of 2018, plus an increase of \$0.4 million in non-cash equity-based compensation for the second quarter of 2019.

#### *First Half of 2019 compared to First Half of 2018*

Our consolidated operating expenses decreased \$5.3 million, or 2.5%, from \$209.3 million for the first half of 2018 to \$204.0 million for the first half of 2019. This overall decrease was primarily the result of a \$17.9 million, 11.3%, decrease in the cost of merchant fees related to the corresponding decrease in merchant card fees revenue and by lower costs attributable to the acquisitions of residual portfolio commission rights. Costs of merchant card fees, as a percentage of merchant card fee revenue, dropped by 380 basis points for first half of 2019 compared to the first half of 2018. This overall decrease for the first half of 2019 was partially offset by a \$10.9 million increase in depreciation and amortization expense for acquired merchant portfolios and intangible assets related to business combinations and asset acquisitions made after the first half of 2018, and by internally developed software related to the MX Connect and CPX platforms.

Our consolidated SG&A expenses decreased by \$1.3 million, or 8.3%, for the first half of 2019 compared to the first half of 2018, driven by a \$4.7 million decrease in certain expenses in Corporate largely associated with our 2018 Business Combination, conversion to a public company, and certain legal matters. This decrease was partially offset by \$0.7 million of expenses for temporary transition services related to integration of the March 2019 acquisition of the YapStone assets.

Consolidated salary and employee benefits increased by \$2.8 million, or 15.4%, for the first half of 2019 compared to the first half of 2018. This increase was related to additional headcount in corporate and operations functions and from business acquisitions made after the first half of 2018, plus an increase of \$1.4 million in non-cash equity-based compensation for the first half of 2019.

**Income from operations**

*Second Quarter of 2019 compared to Second Quarter of 2018*

Consolidated income from operations decreased \$0.8 million, or 24.0%, for the second quarter of 2019 compared to the second quarter of 2018. Our consolidated operating margin for the second quarter of 2019 was 2.3% compared to 3.1% for the second quarter of 2018. This margin decrease was driven by the loss of certain subscription-billing e-commerce merchants and the increases in operating expenses as previously discussed.

Our Consumer Payments reportable segment contributed \$7.4 million in income from operations for the second quarter of 2019, a decrease of \$3.0 million, or 28.8%, from \$10.3 million for the second quarter of 2018. This decrease largely reflected the loss of certain subscription-billing e-commerce merchants, which contributed \$0.7 million and \$4.2 million of income from operations in second quarters of 2019 and 2018, respectively, partially offset by income resulting from the growth in merchant bankcard processing dollar value and transaction volume. The decrease in this segment's income from operations was also impacted by an increase of \$4.5 million in depreciation and amortization expense for merchant portfolios acquired primarily after the second quarter of 2018.

Our Commercial Payments reportable segment incurred a \$0.3 million loss from operations for the second quarter of 2019, similar to the \$0.4 million loss from operations for the second quarter of 2018.

Our Integrated Partners reportable segment, previously aggregated with our Commercial Payments reportable segment, contributed \$0.6 million in income from operations for the second quarter of 2019 compared to a loss from operations of \$0.2 million in the second quarter of 2018. The growth in 2019 is largely attributable to the YapStone assets acquired in late first quarter of 2019. Operating results for second quarter included depreciation and amortization expense of \$1.1 million primarily related to the YapStone assets acquired. Other operating expenses in the second quarter of 2019 included \$0.7 million for transition services related to the acquired YapStone assets.

Corporate expenses were 5.2 million for the second quarter of 2019, a decrease of \$1.3 million from expenses of \$6.6 million for the second quarter of 2018. Included in these amounts are certain expenses largely related to the Business Combination, conversion to a public company, and certain legal matters of \$0.8 million and \$3.4 million for the second quarters of 2019 and 2018, respectively. This decrease was partially offset by increases in accounting and tax services and other SG&A expenses.

*First Half of 2019 compared to First Half of 2018*

Consolidated income from operations decreased by \$7.7 million, or 69.3%, from \$11.1 million for the first half of 2018 to \$3.4 million for the first half of 2019. Our consolidated operating margin for the first half of 2019 was 1.6% compared to 5.0% for the first half of 2018. This overall margin decrease was driven by the loss of certain subscription-billing e-commerce merchant, partially offset by the overall decrease in consolidated operating expenses, as previously discussed.

Our Consumer Payments reportable segment contributed \$15.1 million in income from operations for the first half of 2019, a decrease of \$10.5 million, or 41.0%, from the \$25.6 million for the first half of 2018. This decrease largely reflected the loss of certain subscription-billing e-commerce merchants, which contributed \$2.3 million and \$14.2 of income from operations in first half of 2019 and 2018, respectively, partially offset by income resulting from the growth in merchant bankcard processing dollar value and transaction volume. The decrease in this segment's income from operations was also impacted by an increase of \$8.8 million in depreciation and amortization expense for merchant portfolios acquired primarily after the first half of 2018.

Our Commercial Payments reportable segment incurred a loss from operations of approximately \$0.7 million for both the first half of 2019 and 2018.

Our Integrated Partners reportable segment, previously aggregated with our Commercial Payments reportable segment, contributed \$0.3 million in income from operations for the first half of 2019 compared to a loss of \$0.2 million in the first half of 2018. The growth in 2019 is largely attributable to the YapStone assets acquired in late first quarter of 2019. Operating results for first half of 2019 included depreciation and amortization expense of \$1.8 million primarily related to the YapStone assets acquired. Other

operating expenses in the second quarter of 2019 included \$0.7 million for transition services related to the acquired YapStone assets.

Corporate expenses were \$11.3 million for the first half of 2019, a decrease of \$2.3 million from expenses of \$13.6 million for the first half of 2018. Included in these amounts are certain expenses largely related to the Business Combination, conversion to a public company, and certain legal matters of \$2.0 million and \$6.8 million for the first half of 2019 and 2018, respectively. This decrease was partially offset by increases in accounting and tax services and other SG&A expenses.

#### ***Interest expense***

Interest expense, which includes the amortization of deferred debt issuance costs and discount, increased by \$3.1 million, or 41.2%, to \$10.8 million in the second quarter of 2019 from \$7.6 million in the second quarter of 2018. For the first half of 2019, interest expense increased by \$5.6 million, or 38.3%, to \$20.1 million from \$14.6 million from the first half of 2018. These increases in 2019 were primarily due to higher outstanding borrowings in 2019 driven by acquisition financing.

#### ***Other, net***

Other, net resulted in income of \$0.1 million in the second quarter of 2019 compared to an expense of \$1.2 million for the second quarter of 2018. Second quarter of 2018 included a \$0.8 charge related to the Company's share of losses in a former equity-method investee and a \$0.6 million of expense primarily related to write off of loan costs related to extinguished debt.

Other, net resulted in income of \$0.4 million in the first half of 2019 compared to an expense of \$5.3 million for the first half of 2018. The first half of 2018 included a charge of \$3.5 related to the change in fair value of the former Goldman Sachs warrant, a \$0.9 charge related to the Company's share of loss and impairment in a former equity-method investee, and a \$0.5 million expense to write off loan costs related to extinguished debt.

#### ***Income taxes***

We assess all available positive and negative evidence to estimate whether sufficient taxable income will be generated in the future to permit use of the existing deferred tax assets. ASC 740, *Income Taxes* ("ASC 740"), requires that all sources of future taxable income be considered in making this determination. The Tax Cuts and Jobs Act of 2017 amended section 163(j) of the Internal Revenue Code Section 163(j), as amended, limits the business interest deduction to 30% of adjusted taxable income (ATI). For taxable years through 2021, the calculation of ATI closely aligns with earnings before interest, taxes, depreciation and amortization (EBITDA). Commencing in 2022, the ATI limitation more closely aligns with earnings before interest and taxes (EBIT), without adjusting for depreciation and amortization. Any business interest in excess of the annual limitation is carried forward indefinitely.

With respect to recording a deferred tax benefit for the carryforward of business interest, GAAP applies a "more likely than not" threshold for assessing recoverability. On the basis of our assessment, as of June 30, 2019, we increased our valuation allowance by \$7.9 million for our business interest carryover comprised of (i) a discrete provision of \$2.7 million associated with our 2018 business interest deferred tax asset and (ii) a provision of \$5.2 million associated with our 2019 excess business interest, which is reflected in the 2019 effective tax rate. This \$7.9 million provision is included in income tax expense on our unaudited condensed consolidated statements of operations for the quarter and six months ended June 30, 2019.

We will continue to evaluate the realizability of the net deferred tax asset on a quarterly basis and, as a result, the valuation allowance may change in future periods.

We compute our interim period income tax expense (benefit) by using a forecasted estimated annual effective tax rate ("EAETR") and adjust for any discrete items arising during the interim period. The EAETR for 2019 of 9.4% includes income tax benefit on pre-tax losses, offset by a tax provision related to establishment of a valuation allowance for deferred income tax on the 2019 portion of the Section 163(j) limitation.

Prior to July 25, 2018, substantially all of our operations were conducted through pass-through entities for income tax purposes, and as such we had no material income tax accounting reflected in our financial statements for financial reporting purposes since substantially all taxable income and deductions were "passed through" to our unconsolidated owners. Effective July 25, 2018, we became a "C Corp" in connection with our Business Combination and recapitalization events. Accordingly, effective July 25, 2018, our financial statements reflect the accounting for income taxes. Our financial statements for the quarter and six months ended June 30, 2018 reflect unaudited pro-forma income tax disclosure amounts to illustrate the income tax effects had we been subject to federal and state income taxes then.

#### **Certain Non-GAAP Measures**

We periodically review the following key non-GAAP measures to evaluate our business and trends, measure our performance, prepare financial projections and make strategic decisions.

Consolidated EBITDA, which represents consolidated earnings (loss) before interest, income tax, and depreciation and amortization, is reconciled to net loss calculated under GAAP.

Consolidated Adjusted EBITDA starts with Consolidated EBITDA and further adjusts for certain non-cash, non-recurring or non-core expenses including: 1) non-cash equity-based compensation; 2) debt modification and extinguishment costs and warrant fair value changes; 3) certain legal expenses; 4) certain professional, accounting and consulting fees; and 5) temporary transition services related to acquisitions.

In addition, the financial covenants under the debt agreements of the Company's subsidiaries (the "Borrowers") and our Earnout Incentive Plan pursuant to the Business Combination are based on a non-GAAP measure referred to as Consolidated Earnout Adjusted EBITDA. The calculation of Consolidated Earnout Adjusted EBITDA starts with Consolidated Adjusted EBITDA and further adjusts for the pro-forma impact of acquisitions and residual streams and run rate adjustments for certain contracted savings on an annualized basis, other consulting and professional fees, and other tax expenses and other adjustments, which are not included as adjustments to Consolidated Adjusted EBITDA.

We believe these non-GAAP measures illustrate the underlying financial and business trends relating to our results of operations and comparability between current and prior periods. We also use these non-GAAP measures to establish and monitor operational goals.

These non-GAAP measures are not in accordance with, or an alternative to, GAAP and should be considered in addition to, and not as a substitute or superior to, the other measures of financial performance prepared in accordance with GAAP. Using only the non-GAAP financial measures, particularly Consolidated Adjusted EBITDA, to analyze our performance would have material limitations because their calculations are based on subjective determination regarding the nature and classification of events and circumstances that investors may find significant. We compensate for these limitations by presenting both the GAAP and non-GAAP measures of our operating results. Although other companies may report measures entitled "Adjusted EBITDA" or similar in nature, numerous methods may exist for calculating a company's Adjusted EBITDA or similar measures. As a result, the methods we use to calculate Consolidated Adjusted EBITDA may differ from the methods used by other companies to calculate their non-GAAP measures.

The non-GAAP reconciliations of Consolidated EBITDA, Consolidated Adjusted EBITDA, and Consolidated Earnout Adjusted EBITDA to consolidated net loss, the most directly comparable financial measures calculated and presented in accordance with GAAP, are shown in the table below:

| <i>(in thousands)</i>  | Quarter Ended June 30, |                  | Six Months Ended June 30, |                  |
|--|------------------------|------------------|---------------------------|------------------|
|  | 2019                   | 2018             | 2019                      | 2018             |
| <b>Consolidated net loss (GAAP)</b>  | \$ (14,130)            | \$ (5,628)       | \$ (20,576)               | \$ (8,805)       |
| Add: Interest expense (1)  | 10,776                 | 7,630            | 20,139                    | 14,559           |
| Add: Depreciation and amortization   | 9,761                  | 4,013            | 18,686                    | 7,780            |
| Add: Income tax expense  | 5,928                  | —                | 4,204                     | —                |
| <b>Consolidated EBITDA (non-GAAP)</b>                                      | <b>12,335</b>          | <b>6,015</b>     | <b>22,453</b>             | <b>13,534</b>    |
| Further adjusted by:   |                        |                  |                           |                  |
| Add: Non-cash equity-based compensation                                    | 1,023                  | 607              | 2,183                     | 795              |
| Add: Debt modification/extinguishment costs and warrant fair value changes | —                      | 590              | —                         | 4,853            |
| Add: Certain legal expenses (2)  | 371                    | 2,006            | 885                       | 3,182            |
| Add: Professional, accounting and consulting fees (3)                      | 459                    | 1,427            | 1,130                     | 3,581            |
| Add: Transition services for acquisition (4)                               | 747                    | —                | 747                       | —                |
| <b>Consolidated Adjusted EBITDA (non-GAAP)</b>                             | <b>14,935</b>          | <b>10,645</b>    | <b>\$ 27,398</b>          | <b>\$ 25,945</b> |
| Further adjusted by:   |                        |                  |                           |                  |
| Add: Pro-forma impact of acquisitions (5)                                  | 45                     | 2,014            | 3,175                     | 4,353            |
| Add: Other professional and consulting fees                                | 357                    | 225              | 752                       | 624              |
| Add: Contracted revenue and savings  | —                      | 302              | —                         | 698              |
| Add: Other tax expenses and other adjustments                              | 5                      | 1,026            | (164)                     | 1,229            |
| <b>Consolidated Earnout Adjusted EBITDA (non-GAAP) (6)</b>                 | <b>\$ 15,342</b>       | <b>\$ 14,212</b> | <b>\$ 31,161</b>          | <b>\$ 32,849</b> |

(1) Interest expense includes amortization of debt issuance costs and issue discounts.

(2) Legal expenses related to business and asset acquisition activity and settlement negotiation and other litigation expenses, as well as legal settlements.

(3) Primarily transaction-related, capital markets and accounting advisory services.

(4) Temporary transition services from YapStone related to the integration of the March 2019 asset acquisition.

(5) Each reporting period's year-to-date amounts are updated to reflect the pro forma impact of acquisitions as though they had taken place on January 1 of the year in which the acquisition occurred.

(6) Reflects definition in debt agreements entered into in connection with the January 2017 debt financing. Subsequent to the Business Combination, the Earnout Adjusted EBITDA of the Borrowers under the credit agreements excludes expenses of the Company's consolidated parent entity, which is neither a borrower nor a guarantor under the credit agreements. Earnout Adjusted EBITDA of the Borrowers was approximately \$18.9 million and \$38.4 million for the quarter and six months ended June 30, 2019, respectively.

## **Financial Condition**

Compared to our consolidated balance sheet as of December 31, 2018, the following key changes have occurred as of June 30, 2019.

### *Cash*

Cash decreased by \$10.1 million. For an explanation of the key drivers of this change, see the subsequent section, *Liquidity and Capital Resources*.

### *Intangible Assets*

Intangible assets increased during the first half of 2019 by \$71.2 million due to asset acquisitions, partially offset by amortization. For additional information, see Note 2, *Acquisitions and Contributions of Assets*, to the unaudited condensed consolidated financial statements in Part I, Item 1 of this Quarterly Report on Form 10-Q.

### *Long-Term Debt*

Long-term debt, excluding amounts outstanding under the revolving credit facility, increased by a net \$70.7 million during the first half of 2019. This increase was driven by borrowings to acquire certain intangible assets. See Note 7, *Long-Term Debt*, to the unaudited condensed consolidated financial statements in Part I, Item 1 of this Quarterly Report on Form 10-Q for information on credit facilities, available credit, and covenants.

### *Stockholders' Deficit*

The deficit equity position attributable to the stockholders of the Company increased by \$20.8 million, from a deficit of \$85.5 million at December 31, 2018 to a deficit of \$106.3 million at June 30, 2019. The primary driver of this change was the net loss of \$20.6 million for the first half of 2019 and repurchased common stock at cost of \$2.4 million, partially offset by a \$2.2 million credit to additional paid-in capital for equity-based compensation. See Note 11, *Equity Reconciliation*, to the unaudited condensed consolidated financial statements in Part I, Item 1 of this Quarterly Report on Form 10-Q.

## **Liquidity and Capital Resources**

Liquidity and capital resource management is a process focused on providing the funding we need to meet our short-term and long-term cash and working capital needs. We have used our funding sources to build our merchant portfolio, technology solutions, and to make acquisitions with the expectation that such investments will generate cash flows sufficient to cover our working capital needs and other anticipated needs, including for our acquisition strategy. We anticipate that cash on hand, funds generated from operations and available borrowings under our revolving credit agreement are sufficient to meet our working capital requirements for at least the next twelve months.

Our principal uses of cash are to fund business operations, administrative costs, and debt service.

Our working capital, defined as current assets less current liabilities, was \$2.5 million at June 30, 2019 and \$21.1 million at December 31, 2018. As of June 30, 2019, we had cash totaling \$5.5 million compared to \$15.6 million at December 31, 2018. These balances do not include restricted cash, which reflects cash accounts holding customer settlement funds of \$21.7 million at June 30, 2019 and \$18.2 million at December 31, 2018.

At June 30, 2019, we had availability of approximately \$11.0 million under our revolving credit facility.

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The following tables and narrative reflect our changes in cash flows for the comparative quarterly periods.

| <i>(dollars in thousands)</i>            | <b>Six Months Ended June 30,</b> |             |
|--|----------------------------------|-------------|
|  | <b>2019</b>                      | <b>2018</b> |
| Net cash provided by (used in):          |                                  |             |
| Operating activities                     | \$ 3,720                         | \$ 14,920   |
| Investing activities                     | (89,776)                         | (14,258)    |
| Financing activities                     | 79,437                           | (14,980)    |
| Net decrease in cash and restricted cash | \$ (6,619)                       | \$ (14,318) |

#### *Cash Provided By Operating Activities*

Net cash provided by operating activities in the first half of 2019 was \$3.7 million compared to net cash provided of \$14.9 million for the first half of 2018. The \$11.2 million decrease for the first half of 2019 was principally the result of changes in working capital related to accounts receivable and account payable during 2019 and an increase in cash interest payments of \$4.7 million.

#### *Cash Used In Investing Activities*

Net cash used in investing activities was \$89.8 million and \$14.3 million for the first half of 2019 and 2018, respectively. Cash used in investing activities for the first half of 2019 included \$17.4 million used to acquire merchant portfolios and \$63.8 million used to acquire certain assets from YapStone. Cash used to acquire property, equipment, and software amounted to \$5.4 million and \$5.7 million for the first half of 2019 and 2018, respectively.

#### *Cash Provided By (Used In) Financing Activities*

Net cash provided by financing activities was \$79.4 million for the first half of 2019 compared to net cash used in financing activities of \$15.0 million in the first half of 2018. The amount for the first half of 2019 included a \$69.7 million, net of issue discount, delayed draw under the credit facility under the senior credit agreement with a syndicate of lenders (the "Senior Credit Agreement") that was used to acquire certain assets from YapStone. Additionally, a \$14.0 million draw under the revolving credit feature of our Senior Credit Agreement was used to partially fund a portfolio acquisition. Cash flow used in financing activities for the first half of 2018 was primarily driven by equity redemptions and distributions totaling \$80.4 million, partially offset by proceeds from the issuance of long-term debt of \$67.1 million. The equity redemptions and distributions involved Priority Holdings, LLC before the Company's recapitalization on July 25, 2018.

#### **Off-Balance Sheet Arrangements**

See Note 9, *Commitments and Contingencies*, to our unaudited condensed consolidated financial statements in Part I, Item 1 of this Quarterly Report on Form 10-Q for information about contingent consideration related to asset acquisitions.

See Note 10, *Related Party and Other Transactions*, to our unaudited condensed consolidated financial statements in Part I, Item 1 of this Quarterly Report on Form 10-Q for information on a loan commitment made by us to another entity.

We have not entered into any other transactions with third parties or unconsolidated entities whereby we have financial guarantees, subordinated retained interest, derivative instruments, or other contingent arrangements that expose us to material continuing risks, contingent liabilities or other obligations.

#### **Commitments and Contractual Obligations**

There have been no significant changes to our contractual obligations and commitments compared to those disclosed in "Management's Discussion and Analysis of Financial Condition and Results of Operations of Priority" included in the Annual Report, except for additional borrowings under our existing Senior Credit Agreement consisting of \$70.0 million of term debt and \$14.0 million under our revolving credit facility. For an updated schedule of debt repayments, see Note 7, *Long-Term Debt*, to the unaudited condensed consolidated financial statements contained in Part 1, Item 1 of this Quarterly Report on Form 10-Q.

#### **Related Party Transactions**

See Note 2, *Acquisitions and Contributions of Assets*, to the unaudited condensed consolidated financial statements contained in Part I, Item 1 of this Quarterly Report on Form 10-Q.

#### **Critical Accounting Policies and Estimates**

Our unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles for interim periods, which often require the judgment of management in the selection and application of certain accounting principles and methods. Our critical accounting policies and estimates are discussed in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Annual Report. There have been no material changes to these critical accounting policies and estimates as of June 30, 2019.

#### **Effect of New Accounting Pronouncements and Recently Issued Accounting Pronouncements Not Yet Adopted**

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board or other standards setting bodies that may affect our current and/or future financial statements. See Note 1, *Nature of Business and Basis of Presentation*, to our unaudited condensed consolidated financial statements included in Part 1, Item 1 of this Quarterly Report on Form 10-Q for a discussion of recently issued accounting pronouncements not yet adopted.

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

*Interest rate risk*

The credit facility under the Senior Credit Agreement bears interest at a rate based on LIBOR plus a fixed margin that changes periodically. As of June 30, 2019, the Company's subsidiaries that are borrowers or guarantors had \$390.8 million in outstanding borrowings under the senior credit facility. The applicable LIBOR rate stood at 2.41% at June 30, 2019 and the fixed margin stood at 5%, for an interest rate of 7.41%.

A hypothetical 1.0% increase or decrease in the applicable LIBOR rate on the outstanding indebtedness under the senior secured credit facility for the first half of 2019 would have increased or decreased interest expense by approximately \$1.9 million. Per annum, a 1% hypothetical increase or decrease in the applicable LIBOR on this debt rate would increase annual interest expense by approximately \$3.9 million.

We currently do not hedge against interest rate risk.

## ITEM 4. CONTROLS AND PROCEDURES

### Evaluation of Disclosure Controls and Procedures

The term "disclosure controls and procedures" is defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Our management, including our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered by this Quarterly Report on Form 10-Q, our disclosure controls and procedures were not effective at a reasonable assurance level because of the material weaknesses in internal control over financial reporting described below, which are in the process of being remediated.

Management necessarily applies its judgment in assessing the costs and benefits of such controls and procedures, which, by their nature, can provide only reasonable assurance regarding management's control objectives. The Company's management, including the Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures can prevent all possible errors or fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. There are inherent limitations in all control systems, including the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple errors or mistakes. Additionally, controls can be circumvented by the individual acts of one or more persons. The design of any system of controls is based in part upon certain assumptions about the likelihood of future events, and, while our disclosure controls and procedures are designed to be effective under circumstances where they should reasonably be expected to operate effectively, there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Because of the inherent limitations in any control system, misstatements due to possible errors or fraud may occur and not be detected.

### Changes in Internal Control over Financial Reporting

As disclosed in Item 9A in the Annual Report, we previously identified material weaknesses in internal control over financial reporting related to (1) lack of sufficient accounting and financial reporting resources and (2) deficiencies in certain aspects of our financial statement review and close processes. In order to continue to remediate the material weaknesses described above, during the quarter ended June 30, 2019, we undertook or were engaged in the following measures or activities to address the material weaknesses in internal control over financial reporting:

- recruiting and hiring additional qualified financial reporting personnel;
- utilizing outside consultants to assist us with certain financial accounting and reporting matters;
- and
- implementing additional policies and procedures to enhance internal control and provide timely reconciliation and review of the Company's accounting policies and procedures.

As we continue to evaluate and improve our internal control over financial reporting, additional measures to remediate the material weaknesses or modifications to certain of the remediation procedures described above may be necessary.

Management is committed to improving our internal control processes and meets with the Audit Committee on a regular basis to monitor the status of remediation activities. Management believes that the measures described above should remediate the material weakness identified and strengthen our internal control over financial reporting.

Except as set forth above, we have identified no changes in our internal control over financial reporting that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**PART II. OTHER INFORMATION****ITEM 1. LEGAL PROCEEDINGS**

We are involved in certain legal proceedings and claims which occur in the normal course of our business. We are not currently a party to any legal proceedings that we believe would have a material adverse effect on our financial position, results of operations, or cash flows.

**ITEM 1A. RISK FACTORS**

As of June 30, 2019, there have been no material changes to the risk factors previously disclosed in the Annual Report.

**ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

No equity securities of the Company were sold during the period covered by this Quarterly Report on Form 10-Q that were not registered under the Securities Act.

The following table summarizes share repurchase activity by the Company for the three months ended June 30, 2019:

| <b>Period</b>     | <b>Total Number of Shares Purchased</b> | <b>Average Price Paid Per Share</b> | <b>Total Number of Shares Purchased as Part of Publicly Announced Program (a)</b> | <b>Maximum Number (or approximate dollar value) of Shares that may yet be Purchased Under Such Program</b> |
|-------------------|---|-------------------------------------|---|--|
| <b>April 2019</b> | 429,601                                 | \$5.28                              | 429,601   | —  |
| <b>May 2019</b>   | 15,697                                  | \$5.62                              | 15,697  | —  |
| <b>June 2019</b>  | 5,926                                   | \$5.40                              | 5,926   | —  |
| <b>TOTAL</b>      | <b>451,224</b>                          |                                     | <b>451,224</b>  |  |

(a) On December 19, 2018, the Company announced that the Board of Directors approved a stock repurchase program authorizing the repurchase of up to \$5.0 million of the Company's common stock, which expired June 30, 2019. Repurchases were permitted to commence or be suspended at any time without notice. The program did not obligate the Company to purchase a specified number of shares of common stock during the period or at all and was subject to modification or suspension at any time at the Company's discretion. No additional repurchases of our common stock were made prior to the expiration of the program.

**ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

N/A

**ITEM 4. MINE SAFETY DISCLOSURES**

N/A

**ITEM 5. OTHER INFORMATION**

N/A

ITEM 6. EXHIBITS

| <u>Exhibit</u>       |    | <u>Description</u>  |
|----------------------|----|---|
| <a href="#">10.1</a> | *  | <a href="#">Fourth Amendment to the Credit and Guaranty Agreement, among Priority Payment Systems Holdings LLC, as the Borrower Representative, and SunTrust Bank as administrative.</a>  |
| <a href="#">10.2</a> | *  | <a href="#">Fourth Amendment to the Credit and Guaranty Agreement, by and among Priority Holdings LLC, the Guarantors, the Lenders, and Goldman Sachs Specialty Group, L.P. as administrative agent.</a>  |
| <a href="#">10.3</a> | *  | <a href="#">Fifth Amendment to the Credit and Guaranty Agreement, among Pipeline Cynergy Holdings, LLC, Priority Institutional Partner Services, LLC, Priority Payment Systems Holdings LLC, Priority Holdings, LLC, the other Guarantors, and SunTrust Bank as administrative agent.</a> |
| <a href="#">10.4</a> | *  | <a href="#">Fifth Amendment to the Credit and Guaranty Agreement, by and among Priority Holdings LLC, the Guarantors, the Lenders, and Goldman Sachs Specialty Group, L.P. as administrative agent.</a>   |
| <a href="#">31.1</a> | *  | <a href="#">Certification of Chief Executive Officer pursuant to Rule 13a-14 and Rule 15d-14(a), promulgated under the Securities and Exchange Act of 1934, as amended.</a>   |
| <a href="#">31.2</a> | *  | <a href="#">Certification of Chief Financial Officer pursuant to Rule 13a-14 and Rule 15d-14(a), promulgated under the Securities and Exchange Act of 1934, as amended.</a>   |
| <a href="#">32</a>   | ** | <a href="#">Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>  |
| 101.INS              | *  | XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.   |
| 101.SCH              | *  | XBRL Taxonomy Extension Schema Document   |
| 101.CAL              | *  | XBRL Taxonomy Extension Calculation Linkbase Document   |
| 101.DEF              | *  | XBRL Taxonomy Extension Definition Linkbase Document  |
| 101.LAB              | *  | XBRL Taxonomy Extension Label Linkbase Document   |
| 101.PRE              | *  | XBRL Taxonomy Extension Presentation Linkbase Document  |
| 104                  | *  | Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)  |

\* Filed herewith

\*\* Furnished herewith

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on their behalf by the undersigned, thereunto duly authorized.

PRIORITY TECHNOLOGY HOLDINGS, INC.

August 14, 2019

/s/ Thomas C. Priore  
Thomas C. Priore  
*Chief Executive Officer and Chairman*  
*(Principal Executive Officer)*

August 14, 2019

/s/ Michael Vollkommer  
Michael Vollkommer  
*Chief Financial Officer*  
*(Principal Financial and Accounting Officer)*

## FOURTH AMENDMENT TO THE CREDIT AND GUARANTY AGREEMENT

FOURTH AMENDMENT TO THE CREDIT AND GUARANTY AGREEMENT, dated as of February 15, 2019 (this “*Fourth Amendment*”), among PRIORITY PAYMENT SYSTEMS HOLDINGS LLC, a Georgia limited liability company (“*PPSH*” or the “*Borrower Representative*”) and SUNTRUST BANK, as administrative agent under the Credit Agreement referred to below (in such capacity, including any of its permitted successors and assigns, the “*Administrative Agent*”). All capitalized terms used herein (including in this preamble) and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement referred to below.

PRELIMINARY STATEMENTS

WHEREAS, the Borrowers have entered into that certain Credit and Guaranty Agreement, dated as of January 3, 2017, among the Borrowers, Holdings, the other Guarantors party thereto from time to time, the lenders party thereto from time to time (collectively, the “*Lenders*” and each individually, a “*Lender*”), and SunTrust Bank, as Administrative Agent, an Issuing Bank, Swing Line Lender and Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time to, but not including, the date hereof, the “*Credit Agreement*”); and

WHEREAS, the Administrative Agent and the Borrower Representative have jointly identified a defect of an immaterial nature in the Credit Agreement and, as a consequence thereof, the Administrative Agent and the Borrower Representative wish to amend the Credit Agreement as provided in Section 2 hereof and without any further action or consent of any other party to the Credit Agreement, as permitted by Section 10.05(e) of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by each party hereto, it is agreed that:

SECTION 1. Rules of Construction. The rules of construction specified in Section 1.03 of the Credit Agreement shall apply to this Fourth Amendment, including the terms defined in the preamble and recitals hereto.

SECTION 1. Technical Amendment to the Credit Agreement. Section 5.01 of the Credit Agreement is hereby amended by inserting the following new paragraph immediately after clause (o) thereof:

“Notwithstanding the foregoing, the obligations in Section 5.01(b) and (c) may be satisfied with respect to financial information of Holdings and its Subsidiaries by furnishing (I) the applicable financial statement of Holdings (or any direct or indirect parent of Holdings) or (II) Holdings’ (or any direct or indirect parent thereof), as applicable, Form 10-K or 10-Q, as applicable, filed with the SEC; provided that, with respect to clauses (I) and (II), (i) to the extent such information relates to a parent of Holdings, such information is accompanied by consolidating information (which may be set forth in footnotes to the financial information) that explains in reasonable detail the differences between the information relating to such parent and its Subsidiaries, on the one hand, and the information relating to Holdings and its Subsidiaries on a standalone basis, on the other hand and (ii) to the extent such information is in lieu of information required to be provided under Section 5.01(c), such materials are accompanied by a report and opinion of RSM US LLP or any other independent certified public accounting firm of nationally recognized standing

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reasonably satisfactory to the Administrative Agent (such consent not to be unreasonably withheld, delayed or conditioned), which report shall be unqualified as to “going concern” and scope of audit (other than any qualification or exception that is solely with respect to, or resulting solely from, (A) an upcoming maturity date of any of the Obligations or (B) any potential inability to satisfy a financial maintenance covenant on a future date or in a future period), and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of Holdings (or such parent entity) and its Subsidiaries as at the dates indicated and the results of their operations and their Cash flows for the periods indicated in conformity with GAAP applied on a basis consistent with prior years (except as otherwise disclosed in such financial statements) and that the examination by such accountants in connection with such consolidated financial statements have been made in accordance with generally accepted auditing standards.”

SECTION 2. Condition of Effectiveness of this Fourth Amendment. After the execution of this Fourth Amendment by the parties hereto, this Fourth Amendment shall become effective without any further action or consent of any other party to any Credit Document if the same is not objected to in writing by the Requisite Lenders within five (5) Business Days following receipt of notice hereof (such date, the “**Fourth Amendment Effective Date**”), subject to the following conditions:

(a) The Administrative Agent shall have received a fully executed copy of the fourth amendment to the Subordinated Credit Agreement (the “**Subordinated Credit Agreement Amendment**”), in form and substance reasonably satisfactory to the Administrative Agent.

(b) The effectiveness of the Subordinated Credit Agreement Amendment shall have occurred or shall occur concurrently with the effectiveness of this Amendment.

SECTION 3. Representations and Warranties. In order to induce the Administrative Agent to enter into this Fourth Amendment, each Credit Party represents and warrants to the Administrative Agent on and as of the date hereof, that:

(a) each Credit Party hereto has all requisite power and authority to execute, deliver and perform its obligations under this Fourth Amendment and the Credit Agreement, in each case, to which it is a party to and to carry out the transactions contemplated hereby;

(b) the execution, delivery and performance of this Fourth Amendment have been duly authorized by all necessary action on the part of each Credit Party that is a party hereto; and

(c) this Fourth Amendment has been duly executed and delivered by each Credit Party that is a party hereto and is the legally valid and binding obligation of such Credit Party, enforceable against such Credit Party in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors’ rights generally or by equitable principles relating to enforceability.

SECTION 4. Reference to and Effect on the Credit Agreement and the other Credit Documents.

(a) On and after the Fourth Amendment Effective Date, (a) each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement, as amended by this Fourth Amendment and (b) all references in each of the Credit Documents referring to the Credit Agreement shall be deemed to be a reference to the Credit Agreement, as amended by this Fourth Amendment.

(b) The Credit Agreement and each of the other Credit Documents, as specifically amended by this Fourth Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations of the Credit Parties, as amended by this Fourth Amendment.

(c) The execution, delivery and effectiveness of this Fourth Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Credit Documents, nor constitute a waiver of any provision of any of the Credit Documents.

(d) On and after the effectiveness of this Fourth Amendment, this Fourth Amendment shall constitute a "Credit Document" for all purposes of the Credit Agreement and the other Credit Documents.

SECTION Miscellaneous Provisions.

5.

a. Ratification. This Fourth Amendment is limited to the matters specified herein and shall not constitute a modification, acceptance or waiver of any other provision of the Credit Agreement or any other Credit Document. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement or any other Credit Document or instruments securing the same, which shall remain in full force and effect as modified hereby or by instruments executed concurrently herewith.

b. Governing Law; Submission to Jurisdiction, Waiver of Jury Trial, Etc. **THIS FOURTH AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.** Sections 10.15 and 10.16 of the Credit Agreement are incorporated by reference herein as if such Sections appeared herein, *mutatis mutandis*.

c. Severability. Section 10.11 of the Credit Agreement is incorporated by reference herein as if such Section appeared herein, *mutatis mutandis*.

d. Counterparts; Headings. This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Fourth Amendment shall be effective as delivery of an original executed counterpart of this Fourth Amendment. The Administrative Agent may also require that signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of this Fourth Amendment or signature delivered by telecopier, .pdf or other electronic imaging means. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Fourth Amendment.

e. Costs and Expenses. The Borrowers hereby agree to pay and reimburse the Administrative Agent and the Lead Arranger for their respective reasonable and documented out-of-pocket expenses in connection with the negotiation, preparation, syndication and execution and delivery of this Fourth Amendment, including without limitation, the reasonable fees, charges and disbursements of one counsel for the Administrative Agent and the Lead Arranger, all in accordance with Section 10.02 of the Credit Agreement.

[Remainder of page intentionally blank]

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

**PRIORITY PAYMENT SYSTEMS  
HOLDINGS LLC, as the Borrower Representative**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: CEO

*[Signature Page to Priority Payments – Fourth Amendment to Credit Agreement]*

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**SUNTRUST BANK**, as Administrative Agent

By: /s/ LOCKSLEY RANDLE  
Name: Locksley Randle  
Title: Vice President

*[Signature Page to Priority Payments – Fourth Amendment to Credit Agreement]*

FOURTH AMENDMENT TO  
CREDIT AND GUARANTY AGREEMENT

This FOURTH AMENDMENT TO CREDIT AND GUARANTY AGREEMENT (this “Amendment”), dated as of February 15, 2019 is made by and among PRIORITY HOLDINGS LLC, a Delaware limited liability company (“Borrower”), the other Credit Parties party hereto as Guarantors, the Lenders party hereto and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as administrative agent under the Credit Agreement referred to below (in such capacity, the “Administrative Agent”). All capitalized terms used herein (including in this preamble) and not otherwise defined herein shall have the respective meanings provided to such terms in the Credit Agreement referred to below.

PRELIMINARY STATEMENTS

WHEREAS, Borrower has entered into that certain Credit and Guaranty Agreement, dated as of January 3, 2017, among Borrower, the other Credit Parties party thereto from time to time as Guarantors, the Lenders party thereto from time to time and Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent and Lead Arranger (as the same has been and may be further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, and as amended hereby, the “Credit Agreement”);

WHEREAS, Borrower has requested that the Administrative Agent and Requisite Lenders agree to certain amendments to the Credit Agreement, as more fully set forth herein;

WHEREAS, the Administrative Agent and Requisite Lenders are willing to agree to such amendments, subject to and in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by each party hereto, it is agreed that:

SECTION 1. RULES OF CONSTRUCTION. The rules of construction specified in Section 1.03 of the Credit Agreement shall apply to this Amendment, including the terms defined in the preamble and Preliminary Statements hereto.

SECTION 2. AMENDMENT TO CREDIT AGREEMENT. Subject to the satisfaction (or waiver in writing by Requisite Lenders and the Administrative Agent) of the conditions set forth in Section 5 hereof, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, Section 5.01 of the Credit Agreement is hereby amended by inserting the following new paragraph immediately after clause (l) thereof:

Notwithstanding the foregoing, the obligations in Section 5.01(b) and (c) may be satisfied with respect to financial information of Borrower and its Subsidiaries by furnishing (l) the applicable financial statement of Borrower (or any direct or indirect parent of Borrower) or

(II) Borrower's (or any direct or indirect parent thereof), as applicable, Form 10-K or 10-Q, as applicable, filed with the Securities and Exchange Commission; provided that, with respect to clauses (I) and (II), (i) to the extent such information relates to a parent of Borrower, such information is accompanied by consolidating information (which may be set forth in footnotes to the financial information) that explains in reasonable detail the differences between the information relating to such parent and its Subsidiaries, on the one hand, and the information relating to Borrower and its Subsidiaries on a standalone basis, on the other hand and (ii) to the extent such information is in lieu of information required to be provided under Section 5.01(c), such materials are accompanied by a report and opinion of RSM US LLP or any other independent certified public accounting firm of nationally recognized standing reasonably satisfactory to the Administrative Agent, which report shall be unqualified as to "going concern" and scope of audit (other than any qualification or exception that is solely with respect to, or resulting solely from, (A) an upcoming maturity date of any of the Obligations or (B) any potential inability to satisfy a financial maintenance covenant on a future date or in a future period), and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of Borrower (or such parent entity) and its Subsidiaries as at the dates indicated and the results of their operations and their Cash flows for the periods indicated in conformity with GAAP applied on a basis consistent with prior years (except as otherwise disclosed in such financial statements) and that the examination by such accountants in connection with such consolidated financial statements have been made in accordance with generally accepted auditing standards.

SECTION 3. REFERENCE TO AND EFFECT ON THE CREDIT AGREEMENT. On and after the date hereof, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof" or text of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Amendment. On and after the effectiveness of this Amendment, this Amendment shall for all purposes constitute a "Credit Document" under and as defined in the Credit Agreement and the other Credit Documents.

SECTION 4. REPRESENTATIONS & WARRANTIES; ACKNOWLEDGEMENTS. In order to induce each Lender party hereto and the Administrative Agent to enter into this Amendment, each Credit Party:

(a) represents and warrants to each Lender and the Administrative Agent on and as of the date hereof, that:

(i) Each Credit Party hereto has all requisite power and authority to execute, deliver and perform its obligations under this Amendment and the Credit Agreement, in each case, to which it is a party and to carry out the transactions contemplated thereby.

(ii) The execution, delivery and performance of this Amendment have been duly authorized by all necessary action on the part of each Credit Party that is a party thereto.

(iii) This Amendment has been duly executed and delivered by each Credit Party that is a party hereto and is the legally valid and binding obligation of such Credit Party,

enforceable against such Credit Party in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(iv) Each of the representations and warranties set forth in the Credit Agreement and in the other Credit Documents is true and correct in all material respects on and as of the date hereof with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date; *provided, however*, that, any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(b) acknowledges and agrees for the benefit of each Lender and the Administrative Agent on and as of the date hereof, that:

(i) no right of offset, recoupment, defense, counterclaim, claim, cause of action or objection exists in favor of such Credit Party against Administrative Agent or any Lender arising out of or with respect to (x) the Obligations, this Amendment or the other Credit Documents, (y) any other documents now or heretofore evidencing, securing or in any way relating to the foregoing, or (z) the administration or funding of the Loans;

(ii) (x) Administrative Agent's and Requisite Lenders' agreement to agree to the amendments contained herein does not and shall not create (nor shall any Credit Party rely upon the existence of or claim or assert that there exists) any obligation of Administrative Agent or any Lender to consider or agree to any further waiver, consent or amendment with respect to any Credit Document, and (y) in the event that Administrative Agent or any Lender subsequently agrees to consider any further waiver, consent or amendment with respect to any Credit Document, neither this Amendment nor any other conduct of Administrative Agent or any Lender shall be of any force and effect on Administrative Agent's or any Lender's consideration or decision with respect thereto.

SECTION 5. CONDITIONS PRECEDENT. The effectiveness of this Amendment is subject to the following conditions:

(a) The Administrative Agent shall have received a duly authorized, executed and delivered counterpart of the signature page to this Amendment (whether the same or different counterparts) from each Credit Party named on the signature pages hereto, the Administrative Agent and the Requisite Lenders.

(b) The Administrative Agent shall have received a fully-executed copy of the fourth amendment to the Senior Credit Agreement (the "Senior Credit Agreement Amendment"), in form and substance reasonably satisfactory to the Administrative Agent.

(c) The effectiveness of the Senior Credit Agreement Amendment shall have occurred or shall occur concurrently with the effectiveness of this Amendment.

(d) The Borrower shall have paid all reasonable and documented out-of-pocket fees and expenses (including the reasonable and documented legal fees and expenses of Hunton Andrews Kurth LLP, counsel to Administrative Agent) required to be paid or reimbursed by Borrower under this Amendment and the Credit Agreement; provided, that an invoice for all such fees and expenses shall be received by Borrower at least one (1) Business Day prior to the date hereof

(e) Both immediately before and after giving effect to this Amendment, (i) no Default or Event of Default shall have occurred or be continuing or result therefrom and (ii) the representations and warranties contained in Section 4 of this Amendment shall be true and correct.

SECTION 6. REAFFIRMATION. To induce the Lenders party hereto and Administrative Agent to enter into this Amendment, each of the Credit Parties hereby acknowledges and reaffirms its obligations under each Credit Document to which it is a party, in each case, as amended, restated, supplemented or otherwise modified prior to or as of the date hereof. Each Credit Party acknowledges and agrees that (a) each of the Credit Documents to which it is a party or otherwise bound shall continue in full force and effect, that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment and (b) there are no rights of set-off or counterclaim, nor any defenses of any kind, whether legal, equitable or otherwise, that would enable such Credit Party to avoid or delay timely performance of its obligations under the Credit Documents.

SECTION 7. MISCELLANEOUS PROVISIONS.

(a) Ratification. This Amendment is limited to the matters specified herein and shall not constitute a modification, acceptance or waiver of any other provision of the Credit Agreement or any other Credit Document. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement or any other Credit Document or instruments securing the same, which shall remain in full force and effect as modified hereby or by instruments executed concurrently herewith.

(b) Governing Law; Submission to Jurisdiction, Etc. Sections 10.14, 10.15 and 10.16 of the Credit Agreement are incorporated by reference herein as if such Sections appeared herein, *mutatis mutandis*.

(c) Severability. Section 10.11 of the Credit Agreement is incorporated by reference herein as if such Section appeared herein, *mutatis mutandis*.

(d) Counterparts; Headings. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Amendment shall be effective as delivery of an original executed counterpart of this Amendment. The Administrative Agent may also require that signatures delivered by

telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of this Amendment or signature delivered by telecopier, .pdf or other electronic imaging means. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Amendment.

(e) Costs and Expenses. The Borrower hereby agrees to pay and reimburse the Administrative Agent and the Lead Arranger for their respective reasonable and documented out-of-pocket expenses in connection with the negotiation, preparation, syndication and execution and delivery of this Amendment, including the reasonable fees, charges and disbursements of one counsel for the Administrative Agent and the Lead Arranger, all in accordance with Section 10.02 of the Credit Agreement.

[Remainder of page intentionally blank]

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

BORROWER: **PRIORITY HOLDINGS, LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: CEO

GUARANTORS: **PIPELINE CYNERGY HOLDINGS,  
LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: CEO

**PRIORITY INSTITUTIONAL PARTNER SERVICES LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: CEO

**PRIORITY PAYMENT SYSTEMS HOLDINGS LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: CEO

**PRIORITY PAYMENT SYSTEMS LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: CEO

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**FINCOR SYSTEMS LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: CEO

**PIPELINE CYNERGY INC.**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: CEO

**CYNERGY HOLDINGS, LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: CEO

**CYNERGY DATA, LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: CEO

**PRIORITY PAYMENT EXPRESS SYSTEMS LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: CEO

**PRIORITY INTEGRATED PARTNER HOLDINGS, LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: CEO

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**PRIORITY PAYRIGHT HEALTH SOLUTIONS, LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: CEO

**ROSCO ALPHA DELTA, LLC**

By: /s/ COPLEY BROER  
Name: Copley Broer  
Title: Manager

**PRIORITY REAL ESTATE TECHNOLOGY, LLC**

By: /s/ COPLEY BROER  
Name: Copley Broer  
Title: President

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ADMINISTRATIVE AGENT:

**GOLDMAN SACHS SPECIALTY LENDING GROUP,  
L.P.**

By: /s/ JUSTIN BETZER  
Name: Justin Betzer  
Title: Senior Vice President

LENDERS:

**GOLDMAN SACHS SPECIALTY LENDING HOLDINGS,  
INC.**

By: /s/ JUSTIN BETZER  
Name: Justin Betzer  
Title: Senior Vice President

FIFTH AMENDMENT TO THE CREDIT AND GUARANTY AGREEMENT

FIFTH AMENDMENT TO THE CREDIT AND GUARANTY AGREEMENT (this “Fifth Amendment”), dated as of April 12, 2019, among PIPELINE CYNERGY HOLDINGS, LLC, a Delaware limited liability company (“PCH”), PRIORITY INSTITUTIONAL PARTNER SERVICES, LLC, a Delaware limited liability company (“Priority Institutional”), PRIORITY PAYMENT SYSTEMS HOLDINGS LLC, a Georgia limited liability company (“PPSH” or the “Borrower Representative”, and, together with PCH and Priority Institutional, the “Borrowers, and each individually, a “Borrower”), PRIORITY HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), as a Guarantor, the other Guarantors party hereto, each of the Lenders party hereto and SUNTRUST BANK, as administrative agent under the Credit Agreement referred to below (in such capacity, the “Administrative Agent”). All capitalized terms used herein (including in this preamble) and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement referred to below.

PRELIMINARY STATEMENTS

WHEREAS, the Borrowers have entered into that certain Credit and Guaranty Agreement, dated as of January 3, 2017, among the Borrowers, Holdings, the other Guarantors party thereto from time to time, the lenders party thereto from time to time (collectively, the “Lenders” and each individually, a “Lender”), SunTrust Bank, as Administrative Agent, an Issuing Bank, Swing Line Lender and Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time to, but not including, the date hereof, the “Credit Agreement”);

WHEREAS, pursuant to Section 10.05(a) of the Credit Agreement, the parties hereto have agreed, subject to the satisfaction of the conditions precedent to effectiveness set forth in Section 5 hereof, to amend certain terms of the Credit Agreement as hereinafter provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by each party hereto, it is agreed that:

SECTION 1. RULES OF CONSTRUCTION. The rules of construction specified in Section 1.03 of the Credit Agreement shall apply to this Fifth Amendment, including the terms defined in the preamble and recitals hereto.

SECTION 2. AMENDMENTS TO CREDIT AGREEMENT. Subject to the satisfaction (or waiver in writing by each Requisite Lender and the Administrative Agent) of the conditions set forth in Section 5 hereof, in accordance with Section 10.05 of the Credit Agreement, the Credit Agreement is hereby amended as follows:

(a) Section 1.01 of the Credit Agreement is hereby amended by adding in the appropriate alphabetical order the following new definitions:

“***Fifth Amendment***” means that Fifth Amendment to the Credit and Guaranty Agreement, dated as of April 12, 2019, among the Borrowers, Holdings, the other Guarantors party thereto, each Lender party thereto and the Administrative Agent.

“***Fifth Amendment Effective Date***” has the meaning specified in the Fifth Amendment.

(b) Section 1.01 of the Credit Agreement is hereby amended by (i) replacing clause (c) to the definition of “***Available Amount***” in its entirety with the following:

“(c) an amount determined on a cumulative basis equal to the net proceeds from the issuance of, and any Cash contributed in respect of, Holdings’ (or any direct or indirect parent of Holdings) or any Borrower’s Permitted Stock Issuance after the Closing Date and, with respect to any Permitted Stock Issuance of Holdings (or any direct or indirect parent of Holdings), which net proceeds and Cash are in turn contributed to any Borrower in Cash in respect of such Borrower’s common equity (other than (i) any Specified Equity Contributions, (ii) Disqualified Capital Stock, (iii) any Permitted Stock Issuances pursuant to the definitions of “Consolidated Capital Expenditures” and “Permitted Joint Venture Investment”, Section 6.07(m) and Section 6.07(s) or (iv) any amount previously applied for a purpose other than a Permitted Available Amount Usage); plus”;

(ii) replacing the definition of “***Change of Control***” in its entirety with the following:

““***Change of Control***” means, at any time, (a) the Permitted Holders shall cease to own (directly or indirectly), or to have the power to vote or direct the voting of, directly or indirectly, Capital Stock of Holdings representing more than 35% of the voting power of the total outstanding Capital Stock of Holdings;

(b) any Person or “group” (within the meaning of Rules 13(d) and 14(d) under the Exchange Act), other than one (1) or more Permitted Holders, is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this clause (b), such Person or group shall be deemed to have “beneficial ownership” of all securities that such Person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of Capital Stock of Holdings representing more than the total Capital Stock of Holdings then held by the Permitted

Holders (collectively);

(c) Holdings shall cease to beneficially own, directly or indirectly, 100% on a fully diluted basis of the economic and voting interests in the Capital Stock of each Borrower, except as otherwise provided in Section 6.09; or

(d) “change of control” (or similar event) shall occur in any document pertaining to the Subordinated Credit Agreement, any Incremental Equivalent Debt, any Permitted Pari Passu Secured Refinancing Debt, any Indebtedness incurred pursuant to Section 6.01(u) and (x) or, in each case, any Permitted Refinancing thereof and, in each case, is in an aggregate outstanding principal amount in excess of \$15,000,000.” and

(iii) replacing the definition of “*Permitted Acquisition*” in its entirety with the following:

““Permitted Acquisition” means any transaction or series of related transactions by any Borrower or their respective Restricted Subsidiaries for (a) the direct or indirect acquisition of all or substantially all of the property of any Person, or of any line of business or division of any Person; (b) the acquisition of at least a majority (including by merger or consolidation) of the Capital Stock (other than director qualifying shares) of any Person that becomes a Restricted Subsidiary of any Borrower after giving effect to such transaction; or (c) a merger or consolidation or any other combination with any Person (so long as a Credit Party, to the extent such Credit Party is a party to such transaction, is the surviving entity); provided that each of the following conditions shall be met or waived by the Requisite Lenders:

- (i) before and after giving Pro Forma Effect to the consummation of such acquisition, no Default or Event of Default exists;
- (ii) immediately after giving effect to such transaction and to the incurrence of any Indebtedness in connection therewith, Holdings shall be in compliance with the Financial Covenant as of the most recent Test Period (assuming that such transaction and all other Permitted Acquisitions consummated since the first day of the relevant Test Period ending on or prior to the date of such transaction, had occurred on the first day of such relevant Test Period);
- (iii) the business to be acquired has positive Consolidated Adjusted EBITDA (calculated on a Pro Forma Basis) for the most recent 12-month period for which financial statements are available (the “Positive EBITDA Condition”); provided that the Positive EBITDA Condition shall not apply if either (x) the Total Net Leverage Ratio, calculated on a Pro Forma Basis after giving effect to such Permitted Acquisition and any incurrence of Indebtedness in connection therewith, does not exceed 4.50:1.00 for the most recently ended Test Period or (y) the aggregate Cash consideration (excluding such portion of the purchase price consisting of Capital Stock of Holdings (or any direct or indirect parent of Holdings) or contingent earn-out obligations) for all such Permitted Acquisitions that do not satisfy the Positive EBITDA Condition shall not exceed the greater of (1) \$20,000,000 and (2) 25% of Consolidated Adjusted EBITDA determined at the time of the consummation of such Permitted Acquisition (calculated on a Pro Forma Basis) as of the last day of the most recently ended Test Period;
- (iv) such acquisition is consensual (not “hostile”) and has been approved by the board of directors (or equivalent governing body) of the Person to be acquired;
- (v) no later than three (3) Business Days prior to the proposed closing date of such acquisition the Borrower Representative, (A) shall have delivered to the Administrative Agent promptly upon the finalization thereof copies of substantially final Permitted Acquisition Documents, and (B) in respect of any Permitted Acquisition involving aggregate Cash consideration (excluding such portion of the purchase price consisting of Capital Stock of Holdings (or any direct or indirect parent of Holdings) or contingent earn-out obligations) in excess of the greater of (1) \$5,000,000 and (2) 7% of Consolidated Adjusted EBITDA (calculated on a Pro Forma Basis) for the most recently ended Test Period, shall have delivered to, or made available for inspection by, the Administrative Agent substantially complete Permitted Acquisition Diligence Information;
- (vi) any such newly created or directly acquired Restricted Subsidiary (or assets acquired by a Borrower or any Restricted Subsidiary) shall either (y) to the extent required by Section 5.10, become a Credit Party (or Collateral) and comply with the requirements of Section 5.10 or (z) if such Restricted Subsidiary does not become a Credit Party (or its assets do not become Collateral) and comply with the requirements of Section 5.10, the aggregate purchase price paid in connection with such purchase or acquisition and all other such purchases or acquisitions described in this clause (z), together with Investments pursuant to Section 6.07(d)(iii), shall not exceed the greater of (1) \$20,000,000 and (2) 50.0% of Consolidated Adjusted EBITDA determined at the time of the consummation of such Permitted Acquisition (calculated on a Pro Forma Basis) as of the last day of the most recently ended Test Period; and
- (vii) any such newly acquired Restricted Subsidiary’s line of business or property shall comply with the requirements of Section 6.13.

For purposes of greater certainty, (i) the purchase by any Credit Party of portfolios of Merchant Accounts shall be included as an acquisition subject to the requirements of the immediately preceding sentence and (ii) with respect to any Limited Condition Transaction that the Borrowers intend to use the proceeds of any Delayed Draw Term Loan to fund, (x) the conditions set forth in clauses (i) (other than with respect to the condition that no Default or Event of Default under Section 8.01(a), (f) or (g) has occurred and is continuing which shall be tested on the date of consummation of such Limited Condition Transaction) and (ii)

shall be tested on the applicable LCT Test Date pursuant to Section 1.08(f) and (y) with respect to clause (vi), the extent that any security interest in any Collateral is not or cannot be provided and/or perfected (if applicable) on the date of consummation of any Limited Condition Transaction (other than (a) any security interest in any Collateral which may be perfected (if applicable) by (I) the filing of a financing statement under the UCC or (II) the delivery to the Collateral Agent (or its designee) of certificated equity interests with respect to certificated securities (and related stock powers or other similar transfer instruments) and (b) delivery of intellectual property security agreements to be filed in the United States Patent and Trademark Office or the United States Copyright Office) after your use of commercially reasonable efforts to do so without undue burden or expense, then the perfection of a security interest in such Collateral shall not constitute a condition precedent to the funding of the Delayed Draw Term Loan, but instead shall be required to be delivered and/or perfected pursuant to the arrangements and timing provisions set forth in Section 5.10 (or such later date as may be reasonably agreed between the Administrative Agent and the Borrowers).”

(iv) replacing the definition of “*Permitted Stock Issuances*” in its entirety with the following:

“Permitted Stock Issuances” means any sale, transfer, issuance or other disposition of any Capital Stock by Holdings (or any direct or indirect parent of Holdings) or any Restricted Subsidiary in accordance with its Organizational Documents, other than Disqualified Capital Stock, in each case, to the extent not resulting in a Change of Control.”.

(c) Section 6.05(a) of the Credit Agreement is hereby amended by replacing clauses (iv) and (v) thereof in their entirety as follows:

“(iv) each Borrower and its Restricted Subsidiaries may make Restricted Payments to Holdings (or any direct or indirect parent of Holdings) (1) to the extent necessary to permit Holdings (or any direct or indirect parent of Holdings) to pay reasonable and customary general administrative costs and expenses and out-of-pocket legal, accounting and filing and other general corporate overhead costs of Holdings (or any direct or indirect parent of Holdings) (including, without limitation, reasonable and customary salaries and benefits of officers and employees of Holdings (or any direct or indirect parent of Holdings)) and to pay franchise taxes and other fees required to maintain its organizational existence of Holdings or any direct or indirect parent of Holdings actually incurred by Holdings or such direct or indirect parent of Holdings, which are reasonable and customary and incurred in the ordinary course of business and attributable to the ownership or operations of the Borrowers and its Restricted Subsidiaries (and Unrestricted Subsidiaries, to the extent (x) of Cash received from the applicable Unrestricted Subsidiary for payment thereof by Holdings (or any direct or indirect parent of Holdings) or any Restricted Subsidiary or (y) the applicable payment is treated by Holdings or its applicable Restricted Subsidiary as an Investment in such Unrestricted Subsidiary and is permitted under Section 6.07), (2) to the extent necessary to permit Holdings (or any direct or indirect parent of Holdings), without duplication of any Permitted Tax Payments, to discharge the consolidated tax liabilities of Holdings (or any direct or indirect parent of Holdings) and its Subsidiaries when and as due, to the extent such liabilities are attributable to the income of Holdings (or any direct or indirect parent of Holdings) and its Restricted Subsidiaries (and Unrestricted Subsidiaries, to the extent of Cash received from the applicable Unrestricted Subsidiary for payment of its share of such tax liability by any Borrower or any Restricted Subsidiary), (3) so long as no Default or Event of Default shall have occurred and be continuing or would immediately thereafter result therefrom, to the extent necessary to permit Holdings (or any direct or indirect parent of Holdings) to pay directors’ fees (other than pursuant to the TCP Director Agreement), expenses and any reasonable and customary indemnification claims made by directors or officers of Holdings (or any direct or indirect parent of Holdings) attributable to the ownership or operations of the Borrowers and its Restricted Subsidiaries, in each case, so long as Holdings (or any direct or indirect parent of Holdings) applies the amount of any such Restricted Payment for such purpose (but, in each case, excluding, for the avoidance of doubt, the portion of any such amount, if any, that is attributable to the ownership or operations of any Subsidiary of Holdings (or any direct or indirect parent of Holdings) other than the Borrowers and/or their respective Subsidiaries) and (4) to the extent necessary to permit Holdings (or any direct or indirect parent of Holdings) to make payments permitted pursuant to Sections 6.12(h) and (i);

(v) so long as no Event of Default shall have occurred and be continuing or shall be caused thereby, any Borrower and its Restricted Subsidiaries may make Restricted Payments or otherwise transfer funds to Holdings (or any direct or indirect parent of Holdings) utilized for the repurchase, redemption or other acquisition or retirement for value of any Capital Stock of Holdings (or any direct or indirect parent of Holdings) held by any current or former officer, director, employee or consultant of Holdings (or any direct or indirect parent of Holdings), such Borrower or any of its Restricted Subsidiaries, or his or her estate, spouse, former spouse, family member or Affiliate of the foregoing (or for the payment of principal or interest on any Indebtedness issued in connection with such repurchase, redemption or other acquisition) in each case, pursuant to any equity subscription agreement, stock option agreement, shareholders’ agreement or other agreement or benefit plan of any kind; provided that the aggregate price paid for all such repurchased, redeemed, acquired or retired Capital Stock in any Fiscal Year may not exceed the greater of (x) \$6,000,000 and (y) 12.5% of Consolidated Adjusted EBITDA determined at the time of incurrence of such repurchase, redemption, acquisition or retirement of Capital Stock (calculated on a Pro Forma Basis) as of the last day of the most recently ended Test Period;”.

(d) Section 6.07 of the Credit Agreement is hereby amended by replacing clause (s) thereof in its entirety as follows:

“(s) additional Investments may be made from time to time to the extent made with proceeds of Permitted Stock Issuances of Holdings (or any direct or indirect parent of Holdings), which proceeds or Investments in turn are contributed (as common equity) to a Borrower;”.

(e) Section 6.08 of the Credit Agreement is hereby amended by replacing clause (a)(ii) thereof in its entirety as follows:

“(ii) Notwithstanding anything herein to the contrary, to the extent that (a) the then outstanding principal amount of

Indebtedness under the Subordinated Credit Agreement is converted into (or exchanged for) Capital Stock (other than Disqualified Capital Stock) of Holdings (or any direct or indirect parent of Holdings), any Borrower and/or any Restricted Subsidiary and/or (b) the Subordinated Term Loans are repaid or prepaid, in full, in cash (other than in connection with a Permitted Refinancing thereof), then, in either case, the levels for the Financial Covenant set forth in the table above shall be revised to (1) take into account the aggregate principal amount of Consolidated Total Debt outstanding on the date of such payment, exchange or conversion (after giving effect to such prepayment, exchange and/or conversion) and (2) reflect a cushion to Consolidated Adjusted EBITDA similar to the cushion then in effect immediately prior to such prepayment, exchange and/or conversion with respect to the levels set forth in clause (i) above on the date of such prepayment, exchange and/or conversion. Borrower Representative and Administrative Agent may effect the provisions of this Section 6.08(a)(ii), without the consent of any other Credit Party, Agent or Lender, with such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of Administrative Agent and the Borrower Representative. This Section 6.08(a)(ii) shall supersede any provisions in Section 10.05 to the contrary.”

(f) Section 6.08 of the Credit Agreement is hereby amended by replacing clause (b) thereof in its entirety as follows:

“(b) Equity Cure Right. Notwithstanding anything to the contrary contained in Section 8.01, solely for the purpose of determining whether an Event of Default has occurred under the Total Net Leverage Ratio set forth in Section 6.08(a)(i) (as may be modified by Section 6.08(a)(ii)) as of the last day of any Fiscal Quarter, for the period commencing after the last day of the applicable Fiscal Quarter until the tenth (10) Business Day after the date on which financial statements for such Fiscal Quarter are required to be delivered pursuant to Section 5.01(b) (or in the case of the fourth Fiscal Quarter, the financial statements delivered pursuant to Section 5.01(c)) (the “Cure Deadline”), Holdings (or any direct or indirect parent of Holdings) shall have the right to contribute Cash proceeds from a Permitted Stock Issuance to the capital of the Borrowers prior to the Cure Deadline and apply the amount of the proceeds so contributed to increase Consolidated Adjusted EBITDA for such Fiscal Quarter solely for the purposes of determining compliance with such Financial Covenant at the end of such Fiscal Quarter and any subsequent period that includes such Fiscal Quarter (any such equity contribution so included in the calculation of Consolidated Adjusted EBITDA, a “Specified Equity Contribution”); provided that (a) the Specified Equity Contribution is actually received by a Borrower after the last day of the applicable Fiscal Quarter and no later than the Cure Deadline, (b) in each consecutive four (4) Fiscal Quarter period there will be at least two (2) consecutive Fiscal Quarters in which no Specified Equity Contribution is made, (c) the amount of any Specified Equity Contribution will be no greater than the amount required to cause Holdings to be in compliance with the Financial Covenant, (d) all Specified Equity Contributions will be disregarded for purposes of the calculation of Consolidated Adjusted EBITDA for all other purposes, including calculating basket levels, financial ratio based conditions, pricing and other items governed by reference to Consolidated Adjusted EBITDA, (e) there shall be no more than five (5) Specified Equity Contributions made in the aggregate after the Closing Date and (f) any Specified Equity Contribution shall be required to be applied in accordance with Section 2.14(b) to prepay any then outstanding principal amount of Term Loans; provided, that any Loans so prepaid shall be deemed outstanding for purposes of determining compliance with the Financial Covenant for the current Fiscal Quarter and the next three (3) Fiscal Quarters thereafter, and the cash proceeds from such Specified Equity Contribution shall not be included for cash netting purposes in the determination of Consolidated Total Debt or any financial ratio. Upon the making of any Specified Equity Contribution in accordance with the previous sentence, the Financial Covenant shall be recalculated giving effect to the following adjustments on a Pro Forma Basis: (A) Consolidated Adjusted EBITDA for such Fiscal Quarter shall be increased with respect to such applicable Fiscal Quarter (solely for the purposes of determining compliance with such covenants at the end of such Fiscal Quarter and any subsequent period that includes such Fiscal Quarter), by an amount equal to the Specified Equity Contribution; and (B) if, after giving effect to the foregoing recalculations, Holdings shall then be in compliance with the requirements of the Financial Covenant, Holdings shall be deemed to have satisfied the requirements of the Financial Covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of the Financial Covenant that had occurred shall be deemed cured for purposes of this Agreement. Notwithstanding anything herein to the contrary, upon receipt by Administrative Agent of a notice from the Borrower Representative prior to the Cure Deadline of its intent to cure such Event of Default (“Notice of Intent to Cure”), through the Cure Deadline (i) no Default or Event of Default shall be deemed to have occurred on the basis of any failure to comply with the Financial Covenant unless such failure is not cured pursuant to the Notice of Intent to Cure on or prior to the Cure Deadline and (ii) no Borrower shall be permitted to borrow Revolving Loans or Swing Line Loans and new Letters of Credit shall not be issued unless and until the Specified Equity Contribution is made or all existing Events of Default are waived or cured or otherwise agreed by the Requisite Revolving Credit Lenders. No Specified Equity Contribution shall have been previously applied to (i) increase Available Amount, (ii) make any Consolidated Capital Expenditures or (iii) make an Investment pursuant to Section 6.07(m) or (s).”

(g) Section 10.06 of the Credit Agreement is hereby amended by replacing clause (i)(ii) thereof in its entirety as follows:

“(ii) Notwithstanding anything to the contrary herein, each Affiliated Lender, in its capacity as a Term Lender, in its sole and absolute discretion, may make one or more capital contributions or assignments of Term Loans that it acquires in accordance with this Section 10.06(ii) or otherwise directly or indirectly to Holdings or any Borrower solely in exchange for Permitted Stock Issuances of Holdings (or any direct or indirect parent of Holdings) upon written notice to Administrative Agent. Immediately upon Holdings’ or any Borrower’s acquisition of Term Loans from an Affiliated Lender, such Term Loans and all rights and obligations as a Lender related thereto shall for all purposes (including under

this Agreement, the other Credit Documents and otherwise) be deemed to be irrevocably prepaid, terminated, extinguished, cancelled and of no further force and effect and neither any Borrower nor Holdings shall obtain or otherwise have any rights as a Lender hereunder or under the other Credit Documents by virtue of such capital contribution or assignment; provided that, upon such prepayment, termination, extinguishment and cancellation, the aggregate outstanding principal amount of the relevant Class of Term Loans shall be deemed reduced, as of the date of such contribution, by the full par value of the aggregate principal amount of Term Loans so contributed and cancelled, and each principal repayment installment with respect to such Class of Term Loans pursuant to Section 2.11 shall be reduced on a pro rata basis by the full par value of the aggregate principal amount of any applicable Term Loans so contributed and cancelled.”.

SECTION 3. REFERENCE TO AND EFFECT ON THE CREDIT AGREEMENT. On and after the Fifth Amendment Effective Date, each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or text of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Fifth Amendment. On and after the effectiveness of this Fifth Amendment, this Fifth Amendment shall for all purposes constitute a “Credit Document” under and as defined in the Credit Agreement and the other Credit Documents.

SECTION 4. REPRESENTATIONS & WARRANTIES; ACKNOWLEDGMENTS. In order to induce each Requisite Lender and the Administrative Agent to enter into this Fifth Amendment, each Credit Party hereby:

(a) represents and warrants to each Requisite Lender and the Administrative Agent on and as of the Fifth Amendment Effective Date, that:

- (i) each Credit Party party hereto has all requisite power and authority to execute, deliver and perform its obligations under this Fifth Amendment and the Credit Agreement (as amended by the Fifth Amendment), in each case, to which it is a party and to carry out the transactions contemplated thereby;
- (ii) the execution, delivery and performance of this Fifth Amendment has been duly authorized by all necessary action on the part of each Credit Party that is a party thereto;
- (iii) this Fifth Amendment has been duly executed and delivered by each Credit Party that is a party thereto and is the legally valid and binding obligation of such Credit Party, enforceable against such Credit Party in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors’ rights generally or by equitable principles relating to enforceability; and
- (iv) each of the representations and warranties set forth in the Credit Agreement and in the other Credit Documents is true and correct in all material respects on and as of the Fifth Amendment Effective Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date; *provided, however*, that, any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates;

(b) acknowledges and agrees for the benefit of each Lender and the Administrative Agent on and as of the Fifth Amendment Effective Date, that:

- (i) no right of offset, recoupment, defense, counterclaim, claim, cause of action or objection exists in favor of such Credit Party against the Administrative Agent or Lender arising out of or with respect to (x) the Obligations, this Fifth Amendment or the other Credit Documents, (y) any other documents now or heretofore evidencing, securing or in any way relating to the foregoing, or (z) the administration or funding of the Loans; and
- (ii) (x) the Administrative Agent’s and the Lender’s agreement to make the amendments contained herein does not and shall not create (nor shall any Credit Party rely upon the existence of or claim or assert that there exists) any obligation of the Administrative Agent or any Lender to consider or agree to any further waiver, consent or amendment with respect to any Credit Document, and (y) in the event that the Administrative Agent or any Lender subsequently agrees to consider any further waiver, consent or amendment with respect to any Credit Document, neither this Fifth Amendment nor any other conduct of the Administrative Agent or any Lender shall be of any force and effect on the Administrative Agent’s or any Lender’s consideration or decision with respect thereto.

SECTION 5. CONDITIONS PRECEDENT. This Fifth Amendment shall become effective as of the first date (the “Fifth Amendment Effective Date”) when each of the conditions set forth in this Section 5 shall have been satisfied:

- (i) The Administrative Agent shall have received a duly authorized, executed and delivered counterpart of the signature page to this Fifth Amendment (whether the same or different counterparts) from each Credit Party named on the signature pages hereto, the Administrative Agent and the Requisite Lenders.
- (ii) The Administrative Agent shall have received a certificate of the Borrower Representative, dated as of the Fifth Amendment Effective Date, executed by a Senior Officer of the Borrower Representative certifying that the conditions set forth in this Section 5 have been satisfied.

- (iii) The Administrative Agent shall have received a copy of the amendment to the Subordinated Credit Agreement (the “Subordinated Credit Agreement Amendment”), in form and substance reasonably satisfactory to the Administrative Agent.
- (iv) The effectiveness of the Subordinated Credit Agreement Amendment shall have occurred or shall occur concurrently with the Fifth Amendment Effective Date.
- (v) Both immediately before and after giving effect to this Fifth Amendment, (a) no Default or Event of Default shall have occurred or be continuing or result therefrom and (b) the representations and warranties contained in Section 4 of this Fifth Amendment shall be true and correct.
- (vi) Contemporaneous with the Fifth Amendment Effective Date, all fees and other amounts due and payable to them on or prior to the Fifth Amendment Effective Date, and to the extent invoiced, reimbursement or payment of all reasonable and documented out-of-pocket fees and expenses (including the reasonable and documented legal fees and expenses of White & Case LLP, counsel to Administrative Agent) required to be reimbursed or paid by the Borrowers under this Fifth Amendment and the Credit Agreement; provided that an invoice for all such fees shall be received by the Borrower Representative at least one (1) Business Day prior to the Fifth Amendment Effective Date.

#### SECTION 6. REAFFIRMATION.

(a) To induce the Lenders party hereto and Administrative Agent to enter into this Fifth Amendment, each of the Credit Parties hereby acknowledges and reaffirms its obligations under each Credit Document to which it is a party, including, without limitation, any grant, pledge or collateral assignment of a lien or security interest, as applicable, contained therein, in each case, as amended, restated, supplemented or otherwise modified prior to or as of the date hereof. Each Borrower acknowledges and agrees that each of the Credit Documents to which it is a party or otherwise bound shall continue in full force and effect, that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Fifth Amendment.

(b) In furtherance of the foregoing Section 6(a), each Credit Party, in its capacity as a Guarantor under any Guaranty to which it is a party (in such capacity, each a “Reaffirming Loan Guarantor”), reaffirms its guarantee of the Guaranteed Obligations under the terms and conditions of such Guaranty and agrees that such Guaranty remains in full force and effect to the extent set forth in such Guaranty and after giving effect to this Fifth Amendment. Each Reaffirming Loan Guarantor hereby confirms that it consents to the terms of this Fifth Amendment and the Credit Agreement. Each Reaffirming Loan Guarantor hereby (i) confirms that each Credit Document to which it is a party or is otherwise bound will continue to guarantee to the fullest extent possible in accordance with the Credit Documents, the payment and performance of the Guaranteed Obligations, including, without limitation, the payment and performance of all such applicable Guaranteed Obligations that are joint and several obligations of each Guarantor now or hereafter existing; (ii) acknowledges and agrees that its Guaranty and each of the Credit Documents to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Fifth Amendment; and (iii) acknowledges, agrees and warrants for the benefit of the Administrative Agent, the Collateral Agent and each Secured Party that there are no rights of set-off or counterclaim, nor any defenses of any kind, whether legal, equitable or otherwise, that would enable such Reaffirming Loan Guarantor to avoid or delay timely performance of its obligations under the Credit Documents.

(c) In furtherance of the foregoing Section 6(a), each of the Credit Parties that is party to any Collateral Document, in its capacity as a Grantor (as defined in such Collateral Document) under such Collateral Document (in such capacity, each a “Reaffirming Grantor”), hereby acknowledges that it has reviewed and consents to the terms and conditions of this Fifth Amendment and the transactions contemplated hereby. In addition, each Reaffirming Grantor reaffirms the security interests granted by such Reaffirming Grantor under the terms and conditions of the Security Agreement and each other Credit Document (in each case, to the extent a party thereto) to secure the Obligations and agrees that such security interests remain in full force and effect. Each Reaffirming Grantor hereby (i) confirms that each Collateral Document to which it is a party or is otherwise bound and all Collateral encumbered thereby will continue to secure, to the fullest extent possible in accordance with the Collateral Documents, the payment and performance of the Obligations, as the case may be, including, without limitation, the payment and performance of all such applicable Obligations that are joint and several obligations of each Guarantor and Grantor now or hereafter existing, (ii) confirms its respective grant to the Collateral Agent for the benefit of the Secured Parties of the security interest in and continuing Lien on all of such Grantor’s right, title and interest in, to and under all Collateral, in each case, whether now owned or existing or hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all applicable Obligations (including all such Obligations as amended, reaffirmed and/or increased pursuant to this Fifth Amendment), subject to the terms contained in the applicable Credit Documents, and (iii) confirms its respective pledges, grants of security interests and other obligations, as applicable, under and subject to the terms of each of the Collateral Documents to which it is a party.

(d) Each Guarantor acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Fifth Amendment, such Guarantor is not required by the terms of the Credit Agreement or any other Credit Document to consent to this Fifth Amendment and (ii) nothing in the Credit Agreement, this Fifth Amendment or any other Credit Document shall be deemed to require the consent of such Guarantor to any future amendment, consent or waiver of the terms of the Credit Agreement.

#### SECTION 7. MISCELLANEOUS PROVISIONS.

(a) Ratification. This Fifth Amendment is limited to the matters specified herein and shall not constitute a modification, acceptance or waiver of any other provision of the Credit Agreement or any other Credit Document. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement or any other Credit Document or instruments

securing the same, which shall remain in full force and effect as modified hereby or by instruments executed concurrently herewith.

(b) Governing Law; Submission to Jurisdiction, Etc. This Fifth Amendment shall be governed by, and construed in accordance with, the law of the State of New York. Sections 10.15 and 10.16 of the Credit Agreement are incorporated by reference herein as if such Sections appeared herein, *mutatis mutandis*.

(c) Severability. Section 10.11 of the Credit Agreement is incorporated by reference herein as if such Section appeared herein, *mutatis mutandis*.

(d) Counterparts; Headings. This Fifth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Fifth Amendment shall be effective as delivery of an original executed counterpart of this Fifth Amendment. The Administrative Agent may also require that signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of this Fifth Amendment or signature delivered by telecopier, .pdf or other electronic imaging means. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Fifth Amendment.

(e) Costs and Expenses. The Borrowers hereby agree to pay and reimburse the Administrative Agent and the Lead Arranger for their respective reasonable and documented out-of-pocket expenses in connection with the negotiation, preparation, syndication and execution and delivery of this Fifth Amendment, including without limitation, the reasonable fees, charges and disbursements of one counsel for the Administrative Agent and the Lead Arranger, all in accordance with Section 10.02 of the Credit Agreement.

[Remainder of page intentionally blank]

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

**PIPELINE CYNERGY HOLDINGS, LLC, as a Borrower**

By: /s/ Thomas C. Priore

Name: Thomas C. Priore

Title: Chairman & CEO

**PRIORITY INSTITUTIONAL PARTNER SERVICES LLC, as a Borrower**

By: /s/ Thomas C. Priore

Name: Thomas C. Priore

Title: Chairman & CEO

**PRIORITY PAYMENT SYSTEM HOLDINGS, as a Borrower**

By: /s/ Thomas C. Priore

Name: Thomas C. Priore

Title: Chairman & CEO

**PRIORITY HOLDINGS, LLC, as Holdings and a Guarantor**

By: /s/ Thomas C. Priore

Name: Thomas C. Priore

Title: Chairman & CEO

**PRIORITY PAYMENT SYSTEMS LLC, as a Guarantor**

By: /s/ Thomas C. Priore  
Name: Thomas C. Priore  
Title: Chairman & CEO

**FINCOR SYSTEMS, LLC**, as a Guarantor

By: /s/ Thomas C. Priore  
Name: Thomas C. Priore  
Title: Chairman & CEO

**PIPELINE CYNERGY INC.**, as a Guarantor

By: /s/ Thomas C. Priore  
Name: Thomas C. Priore  
Title: Chairman & CEO

**CYNERGY HOLDINGS, LLC**, as a Guarantor

By: /s/ Thomas C. Priore  
Name: Thomas C. Priore  
Title: Chairman & CEO

**CYNERGY DATA, LLC**, as a Guarantor

By: /s/ Thomas C. Priore  
Name: Thomas C. Priore  
Title: Chairman & CEO

**PRIORITY PAYMENT EXPRESS SYSTEMS LLC**, as a Guarantor

By: /s/ Thomas C. Priore  
Name: Thomas C. Priore  
Title: Chairman & CEO

**ROSCO ALPHA DELTA, LLC**, as a Guarantor

By: /s/ Thomas C. Priore  
Name: Thomas C. Priore  
Title: Chairman & CEO

**PRIORITY REAL ESTATE TECHNOLOGY, LLC**, as a Guarantor

By: /s/ Thomas C. Priore  
Name: Thomas C. Priore  
Title: Chairman & CEO

**PRIORITY INTEGRATED PARTNER HOLDINGS, LLC**, as a  
Guarantor

By: /s/ Thomas C. Priore  
Name: Thomas C. Priore  
Title: Chairman & CEO

**PRIORITY PAYRIGHT HEALTH SOLUTIONS, LLC**, as a  
Guarantor

By: /s/ Thomas C. Priore  
Name: Thomas C. Priore  
Title: Chairman & CEO

**SUNTRUST BANK**, as the Administrative Agent and a Lender

By: /s/ Locksley Randle  
Name: Locksley Randle  
Title: Vice President

SIGNATURE PAGE TO THE FIFTH AMENDMENT TO THE CREDIT AND GUARANTY AGREEMENT, DATED AS OF THE DATE FIFTH WRITTEN ABOVE, AMONG, *INTER ALIOS*, PIPELINE CYNERGY HOLDINGS, LLC, AS A BORROWER, PRIORITY INSTITUTIONAL PARTNER SERVICES, LLC, AS A BORROWER, PRIORITY PAYMENT SYSTEM HOLDINGS LLC, AS A BORROWER, PRIORITY HOLDINGS LLC, AS HOLDINGS AND A GUARANTOR, EACH OTHER GUARANTOR PARTY THERETO, EACH LENDER PARTY THERETO AND SUNTRUST BANK, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT

IVY HILL MIDDLE MARKET CREDIT FUND IV, LTD.  
By: Ivy Hill Asset Management, L.P., as Portfolio Manager

By: /s/ Kevin Braddish  
Name: Kevin Braddish  
Title: Authorized Signatory

IVY HILL MIDDLE MARKET CREDIT FUND V, LTD.  
By: Ivy Hill Asset Management, L.P., as Asset Manager

By: /s/ Kevin Braddish  
Name: Kevin Braddish  
Title: Authorized Signatory

IVY HILL MIDDLE MARKET CREDIT FUND VII, LTD.  
By: Ivy Hill Asset Management, L.P., as Collateral Manager

By: /s/ Kevin Braddish  
Name: Kevin Braddish  
Title: Authorized Signatory

IVY HILL MIDDLE MARKET CREDIT FUND VIII, LTD.

By: Ivy Hill Asset Management, L.P., as Asset Manager

By: /s/ Kevin Braddish  
Name: Kevin Braddish  
Title: Authorized Signatory

IVY HILL MIDDLE MARKET CREDIT FUND IX, LTD.

By: Ivy Hill Asset Management, L.P., as Asset Manager

By: /s/ Kevin Braddish  
Name: Kevin Braddish  
Title: Authorized Signatory

IVY HILL MIDDLE MARKET CREDIT FUND X, LTD.

By: Ivy Hill Asset Management, L.P., as Asset Manager

By: /s/ Kevin Braddish  
Name: Kevin Braddish  
Title: Authorized Signatory

IVY HILL MIDDLE MARKET CREDIT FUND XII, LTD.

By: Ivy Hill Asset Management, L.P., as Asset Manager

By: /s/ Kevin Braddish  
Name: Kevin Braddish  
Title: Authorized Signatory

IVY HILL MIDDLE MARKET CREDIT FUND XIV, LTD.

By: Ivy Hill Asset Management, L.P., as Asset Manager

By: /s/ Kevin Braddish  
Name: Kevin Braddish  
Title: Authorized Signatory

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FEDERAL INSURANCE COMPANY

By: Ivy Hill Asset Management, L.P., as investment manager

By: /s/ Kevin Braddish  
Name: Kevin Braddish  
Title: Authorized Signatory

PDS

PRIVATE DEBT STRATEGIES FUND III, L.P.  
By: Ivy Hill Asset Management, L.P., as Manager

By: /s/ Kevin Braddish  
Name: Kevin Braddish  
Title: Authorized Signatory

SIGNATURE PAGE TO THE FIFTH AMENDMENT TO THE CREDIT AND GUARANTY AGREEMENT, DATED AS OF THE DATE FIFTH WRITTEN ABOVE, AMONG, *INTER ALIOS*, PIPELINE CYNERGY HOLDINGS, LLC, AS A BORROWER, PRIORITY INSTITUTIONAL PARTNER SERVICES, LLC, AS A BORROWER, PRIORITY PAYMENT SYSTEM HOLDINGS LLC, AS A BORROWER, PRIORITY HOLDINGS LLC, AS HOLDINGS AND A GUARANTOR, EACH OTHER GUARANTOR PARTY THERETO, EACH LENDER PARTY THERETO AND SUNTRUST BANK, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT

Citizens Bank, N.A., as a Lender

By: /s/ Andrew J. Meara  
Name: Andrew J. Meara  
Title: Senior Vice President

SIGNATURE PAGE TO THE FIFTH AMENDMENT TO THE CREDIT AND GUARANTY AGREEMENT, DATED AS OF THE DATE FIFTH WRITTEN ABOVE, AMONG, *INTER ALIOS*, PIPELINE CYNERGY HOLDINGS, LLC, AS A BORROWER, PRIORITY INSTITUTIONAL PARTNER SERVICES, LLC, AS A BORROWER, PRIORITY PAYMENT SYSTEM HOLDINGS LLC, AS A BORROWER, PRIORITY HOLDINGS LLC, AS HOLDINGS AND A GUARANTOR, EACH OTHER GUARANTOR PARTY THERETO, EACH LENDER PARTY THERETO AND SUNTRUST BANK, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT

**Venture 31 CLO, Limited,**  
as a Lender  
By: its investment advisor  
MJX Venture Management III LLC

By: /s/ John Calaba  
Name: John Calaba  
Title: Managing Director

By:  
Name:  
Title:































By:           /s/ Connie Bailey-Blake

Name: Connie Bailey-Blake

Title: Vice President

By:

Name:

Title:

SIGNATURE PAGE TO THE FIFTH AMENDMENT TO THE CREDIT AND GUARANTY AGREEMENT, DATED AS OF THE DATE FIFTH WRITTEN ABOVE, AMONG, *INTER ALIOS*, PIPELINE CYNERGY HOLDINGS, LLC, AS A BORROWER, PRIORITY INSTITUTIONAL PARTNER SERVICES, LLC, AS A BORROWER, PRIORITY PAYMENT SYSTEM HOLDINGS LLC, AS A BORROWER, PRIORITY HOLDINGS LLC, AS HOLDINGS AND A GUARANTOR, EACH OTHER GUARANTOR PARTY THERETO, EACH LENDER PARTY THERETO AND SUNTRUST BANK, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT

ABPCI Direct Lending Fund CLO I Ltd

By: AB Private Credit Investors LLC,  
Its Collateral Manager

By:           /s/ Kevin Alexander

Name: Kevin Alexander

Title: Managing Director

ABPCI Direct Lending Fund CLO II Ltd

By: AB Private Credit Investors LLC,  
Its Collateral Manager

By:           /s/ Kevin Alexander

Name: Kevin Alexander

Title: Managing Director

ABPCI Direct Lending Fund CLO IV Ltd

By: AB Private Credit Investors LLC,  
Its Collateral Manager

By:           /s/ Kevin Alexander

Name: Kevin Alexander

Title: Managing Director

ABPCI Direct Lending Funding III LLC

By: AB Private Credit Investors LLC,  
Its Collateral Manager

By: /s/ Kevin Alexander

Name: Kevin Alexander

Title: Managing Director

ABPCI Direct Lending Funding IV LLC

By: AB Private Credit Investors LLC,

Its Collateral Manager

By: /s/ Kevin Alexander

Name: Kevin Alexander

Title: Managing Director

ADDINGTON SQUARE FUNDING I, L.P., as a Lender

By: AB Private Credit Investors LLC, its Advisor

By: /s/ Kevin Alexander

Name: Kevin Alexander

Title: Managing Director

ADDINGTON SQUARE FUNDING II, L.P., as a Lender

By: AB Private Credit Investors LLC, its Advisor

By: /s/ Kevin Alexander

Name: Kevin Alexander

Title: Managing Director

AXA Equitable Life Insurance Company

By: /s/ Kevin Alexander

Name: Kevin Alexander

Title: Investment Officer

SIGNATURE PAGE TO THE FIFTH AMENDMENT TO THE CREDIT AND GUARANTY AGREEMENT, DATED AS OF THE DATE FIFTH WRITTEN ABOVE, AMONG, *INTER ALIOS*, PIPELINE CYNERGY HOLDINGS, LLC, AS A BORROWER, PRIORITY INSTITUTIONAL PARTNER SERVICES, LLC, AS A BORROWER, PRIORITY PAYMENT SYSTEM HOLDINGS LLC, AS A BORROWER, PRIORITY HOLDINGS LLC, AS HOLDINGS AND A GUARANTOR, EACH OTHER GUARANTOR PARTY THERETO, EACH LENDER PARTY THERETO AND SUNTRUST BANK, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT

**BARINGS MIDDLE MARKET CLO LTD. 2017-I**, as a Lender

By: Barings LLC, as Collateral Manager

By: /s/ Scott Chappell

Name: Scott Chappell

Title: Managing Director

**BARINGS MIDDLE MARKET CLO LTD. 2018-I**, as a Lender

By: Barings LLC, as Collateral Manager

By: /s/ Scott Chappell

Name: Scott Chappell

Title: Managing Director

**NAPLF (CAYMAN) SENIOR FUNDING I LLC**,

as a Lender

By: Barings LLC, as Servicer

By: /s/ Scott Chappell

Name: Scott Chappell

Title: Managing Director

**NAPLF (CAYMAN)-A SENIOR FUNDING I LLC**, as a Lender

By: Barings LLC, as Servicer

By: /s/ Scott Chappell

Name: Scott Chappell

Title: Managing Director

**NAPLF SENIOR FUNDING I LLC**, as a Lender

By: Barings LLC, as Servicer

By: /s/ Scott Chappell

Name: Scott Chappell

Title: Managing Director

FIFTH AMENDMENT TO  
CREDIT AND GUARANTY AGREEMENT

This FIFTH AMENDMENT TO CREDIT AND GUARANTY AGREEMENT (this “Fifth Amendment”), dated as of April 12, 2019 is made by and among PRIORITY HOLDINGS LLC, a Delaware limited liability company (“Borrower”), the other Credit Parties party hereto as Guarantors, the Lenders party hereto and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as administrative agent under the Credit Agreement referred to below (in such capacity, the “Administrative Agent”). All capitalized terms used herein (including in this preamble) and not otherwise defined herein shall have the respective meanings provided to such terms in the Credit Agreement referred to below.

PRELIMINARY STATEMENTS

WHEREAS, Borrower has entered into that certain Credit and Guaranty Agreement, dated as of January 3, 2017, among Borrower, the other Credit Parties party thereto from time to time as Guarantors, the Lenders party thereto from time to time and Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent and Lead Arranger (as the same has been and may be further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, and as amended hereby, the “Credit Agreement”);

WHEREAS, Borrower has requested that the Administrative Agent and Requisite Lenders agree to certain amendments to the Credit Agreement, as more fully set forth herein;

WHEREAS, the Administrative Agent and Requisite Lenders are willing to agree to such amendments, subject to and in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by each party hereto, it is agreed that:

SECTION 1. RULES OF CONSTRUCTION. The rules of construction specified in Section 1.03 of the Credit Agreement shall apply to this Fifth Amendment, including the terms defined in the preamble and Preliminary Statements hereto.

SECTION 2. AMENDMENTS TO CREDIT AGREEMENT. Subject to the satisfaction (or waiver in writing by Requisite Lenders and the Administrative Agent) of the conditions set forth in Section 5 hereof, and in reliance on the representations, warranties, covenants and agreements contained in this Fifth Amendment, the Credit Agreement is hereby amended as follows:

(a) Section 1.01 of the Credit Agreement is hereby amended by (i) replacing clause (b) to the definition of “**Available Amount**” in its entirety with the following:

“(b) an amount determined on a cumulative basis equal to the net proceeds from any, and any Cash contributed in respect of, Permitted Stock Issuances after the Closing Date (other than (i) any Specified Equity Contributions, (ii) Disqualified Capital Stock, (iii) any Permitted Stock Issuances pursuant to the definitions of “Consolidated Capital Expenditures” and “Permitted Joint Venture Investment”, Section 6.07(m) and Section 6.07(s) or (iv) any amount previously applied for a purpose other than a Permitted Available Amount Usage); plus”

(ii) replacing the definition of “**Change of Control**” in its entirety with the following:

““Change of Control” means, at any time, (a) the Permitted Holders shall cease to own (directly or indirectly), or to have the power to vote or direct the voting of, directly or indirectly, Capital Stock of Borrower representing more than 35% of the voting power of the total outstanding Capital Stock of Borrower;

(b) any Person or “group” (within the meaning of Rules 13(d) and 14(d) under the Exchange Act), other than one (1) or more Permitted Holders, is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this clause (b), such Person or group shall be deemed to have “beneficial ownership” of all securities that such Person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of Capital Stock of Borrower representing more than the total Capital Stock of Borrower then held by the Permitted Holders (collectively);

(c) except as permitted under Section 6.09, Borrower shall cease to beneficially own, directly or indirectly, 100% on a fully diluted basis of the economic and voting interests in the Capital Stock of each “Borrower” (as defined in the Senior Credit Agreement); or

(d) a “change of control” (or similar event) shall occur in any Senior Credit Document or any document governing any Subordinated Indebtedness, in each case, with an aggregate outstanding principal amount in excess of \$17,250,000.”

(iii) replacing the definition of “*Parent*” in its entirety with the following:

““Parent” means any entity that directly or indirectly owns 100% of the Capital Stock of Borrower.”

(i) replacing the definition of “*Permitted Acquisition*” in its entirety with the following:

““Permitted Acquisition” means any transaction or series of related transactions by any Restricted Subsidiary of Borrower for (a) the direct or indirect acquisition of all or substantially all of the property of any Person, or of any line of business or division of any Person; (b) the acquisition of at least a majority (including by merger or consolidation) of the Capital Stock (other than director qualifying shares) of any Person that becomes a Restricted Subsidiary of Borrower after giving effect to such transaction; or (c) a merger or consolidation or any other combination with any Person (so long as a Credit Party, to the extent such Credit Party is a party to such transaction, is the surviving entity); provided that each of the following conditions shall be met or waived by the Requisite Lenders:

- (i) before and after giving Pro Forma Effect to the consummation of such acquisition, no Default or Event of Default exists;
- (ii) immediately after giving effect to such transaction and to the incurrence of any Indebtedness in connection therewith, Borrower shall be in compliance with the Financial Covenant as of the most recent Test Period (assuming that such transaction and all other Permitted Acquisitions consummated since the first day of the relevant Test Period ending on or prior to the date of such transaction, had occurred on the first day of such relevant Test Period);
- (iii) the business to be acquired has positive Consolidated Adjusted EBITDA (calculated on a Pro Forma Basis) for the most recent 12-month period for which financial statements are available (the “Positive EBITDA Condition”); provided that the Positive EBITDA Condition shall not apply if either (x) the Total Net Leverage Ratio, calculated on a Pro Forma Basis after giving effect to such Permitted Acquisition and any incurrence of Indebtedness in connection therewith, does not exceed 4.50:1.00 for the most recently ended Test Period or (y) the aggregate Cash consideration (excluding such portion of the purchase price consisting of Capital Stock of Borrower (or any Parent) or contingent earn-out obligations) for all such Permitted Acquisitions that do not satisfy the Positive EBITDA Condition shall not exceed the greater of (1) \$23,000,000 and (2) 28.75% of Consolidated Adjusted EBITDA determined at the time of the consummation of such Permitted Acquisition (calculated on a Pro Forma Basis) as of the last day of the most recently ended Test Period;
- (iv) such acquisition is consensual (not “hostile”) and has been approved by the board of directors (or equivalent governing body) of the Person to be acquired;
- (v) no later than three (3) Business Days prior to the proposed closing date of such acquisition the Borrower, (A) shall have delivered to the Administrative Agent promptly upon the finalization thereof copies of substantially final Permitted Acquisition Documents, and (B) in respect of any Permitted Acquisition involving aggregate Cash consideration (excluding such portion of the purchase price consisting of Capital Stock of Borrower (or any Parent) or contingent earn-out obligations) in excess of the greater of (1) \$5,750,000 and (2) 8% of Consolidated Adjusted EBITDA (calculated on a Pro Forma Basis) for the most recently ended Test Period, shall have delivered to, or made available for inspection by, the Administrative Agent substantially complete Permitted Acquisition Diligence Information;
- (vi) any such newly created or directly acquired Restricted Subsidiary (or assets acquired by any Restricted Subsidiary) shall either (y) to the extent required by Section 5.10, become a Credit Party (or Collateral) and comply with the requirements of Section 5.10 or (z) if such Restricted Subsidiary does not become a Credit Party (or its assets do not become Collateral) and comply with the requirements of Section 5.10, the aggregate purchase price paid in connection with such purchase or acquisition and all other such purchases or acquisitions described in this clause (z), together with Investments pursuant to Section 6.07(d)(iii), shall not exceed the greater of (1) \$23,000,000 and (2) 57.5% of Consolidated Adjusted EBITDA determined at the time of the consummation of such Permitted Acquisition (calculated on a Pro Forma Basis) as of the last day of the most recently ended Test Period; and
- (vii) any such newly acquired Restricted Subsidiary’s line of business or property shall comply with the requirements of Section 6.13.

For purposes of greater certainty, (i) the purchase by any Credit Party of portfolios of Merchant Accounts shall be included as an acquisition subject to the requirements of the immediately preceding sentence and (ii) with respect to any Limited Condition Transaction that the Borrower or any of its Subsidiaries intends to fund (in whole or in part) with the proceeds of any Loans or Senior Indebtedness, Section 1.08(f) shall apply in determining whether such Limited Condition Transaction constitutes a Permitted Acquisition.”

(v) replacing the definition of “*Permitted Stock Issuances*” in its entirety with the following:

“*Permitted Stock Issuances*” means any sale, transfer, issuance or other disposition of any Capital Stock by Borrower (or any Parent) or any Restricted Subsidiary in accordance with its Organizational Documents, other than Disqualified Capital Stock, in each case, to the extent not resulting in a Change of Control. For purposes of clarification, any issuance of Capital Stock of Borrower pursuant to the Warrant shall be a “Permitted Stock Issuance”.

(c) Section 6.05(a) of the Credit Agreement is hereby amended by replacing clauses (iv) and (v) thereof in their entirety as follows:

“(iv) Borrower may make Restricted Payments to any Parent (1) to the extent necessary to permit such Parent to pay (A) reasonable and customary general administrative costs and expenses and out-of-pocket legal, accounting and filing and other general corporate overhead costs of such Parent (including, without limitation, reasonable and customary salaries and benefits of officers and employees of such Parent) and (B) franchise taxes and other fees required to maintain such Parent’s organizational existence, in any case under this clause (1), that are actually incurred by such Parent and are reasonable and customary and incurred in the ordinary course of business and attributable to the ownership or operations of Borrower and its Restricted Subsidiaries (and Unrestricted Subsidiaries, to the extent (x) of Cash received from the applicable Unrestricted Subsidiary for payment thereof by Borrower or any Restricted Subsidiary or (y) the applicable payment is treated by Borrower or its applicable Restricted Subsidiary as an Investment in such Unrestricted Subsidiary and is permitted under Section 6.07), (2) to the extent necessary to permit such Parent, without duplication of any Permitted Tax Payments, to discharge its consolidated tax liabilities when and as due, to the extent such liabilities are attributable to the income of Borrower (or any Parent) and its Restricted Subsidiaries (and Unrestricted Subsidiaries, to the extent of Cash received from the applicable Unrestricted Subsidiary for payment of its share of such tax liability by Borrower or any Restricted Subsidiary) and (3) so long as no Default or Event of Default shall have occurred and be continuing or would immediately thereafter result therefrom, to the extent necessary to permit such Parent to pay directors’ fees (other than pursuant to the TCP Director Agreement), expenses and any reasonable and customary indemnification claims made by directors or officers of such Parent attributable to the ownership or operations of Borrower and its Restricted Subsidiaries, in each case, so long as such Parent applies the amount of any such Restricted Payment for such purpose (but, in each case, excluding, for the avoidance of doubt, the portion of any such amount, if any, that is attributable to the ownership or operations of any Subsidiary of any Parent other than Borrower and its Subsidiaries);

(v) so long as no Event of Default shall have occurred and be continuing or shall be caused thereby, Borrower and its Restricted Subsidiaries may make Restricted Payments or otherwise, to the extent not otherwise prohibited by this Agreement, transfer funds to any Parent to be utilized for the repurchase, redemption or other acquisition or retirement for value of any Capital Stock of Borrower (or any Parent) held by any current or former officer, director, employee or consultant of Borrower (or any Parent), or any of its Restricted Subsidiaries, or his or her estate, spouse, former spouse, family member or Affiliate of the foregoing (or for the payment of principal or interest on any Indebtedness issued in connection with such repurchase, redemption or other acquisition) in each case, pursuant to any equity subscription agreement, stock option agreement, shareholders’ agreement or other agreement or benefit plan of any kind; provided that the aggregate price paid for all such repurchased, redeemed, acquired or retired Capital Stock in any Fiscal Year may not exceed the greater of (x) \$6,000,000 and (y) 12.5% of Consolidated Adjusted EBITDA determined at the time of incurrence of such repurchase, redemption, acquisition or retirement of Capital Stock (calculated on a Pro Forma Basis) as of the last day of the most recently ended Test Period;”

(d) Section 6.07 of the Credit Agreement is hereby amended by replacing clause (s) thereof in its entirety as follows:

“(s) additional Investments may be made from time to time to the extent made with proceeds of Permitted Stock Issuances of Borrower (or any Parent), which proceeds or Investments in turn are contributed (as common equity) to a Credit Party;”

(e) Section 6.08 of the Credit Agreement is hereby amended by replacing clause (a)(ii) thereof in its entirety as follows:

“(ii) Notwithstanding anything herein to the contrary, to the extent that (a) the then outstanding principal amount of Indebtedness under the Senior Credit Agreement is converted into (or exchanged for) Capital Stock (other than Disqualified Capital Stock) of Borrower (or any Parent) and/or any Restricted Subsidiary and/or (b) the Senior Indebtedness is repaid or prepaid, in full, in cash (other than in connection with a Permitted Refinancing thereof), then, in either case, the levels for the Financial Covenant set forth in the table above shall be revised to (1) take into account the aggregate principal amount of Consolidated Total Debt outstanding on the date of such payment, exchange or conversion (after giving effect to such prepayment, exchange and/or conversion) and (2) reflect a cushion to Consolidated Adjusted EBITDA similar to the cushion then in effect immediately prior to such prepayment, exchange and/or conversion with respect to the levels set forth in clause (i) above on the date of such prepayment, exchange and/or conversion. Borrower and Administrative Agent may effect the provisions of this Section 6.08(a)(ii), without the consent of any other Credit Party, Agent or Lender, with such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of Administrative Agent and the Borrower. This Section 6.08(a)(ii) shall supersede any provisions in Section 10.05 to the contrary.”

(f) Section 6.08 of the Credit Agreement is hereby amended by replacing clause (b) thereof in its entirety as follows:

“(b) Equity Cure Right. Notwithstanding anything to the contrary contained in Section 8.01, solely for the purpose of determining whether an Event of Default has occurred under the Total Net Leverage Ratio set forth in Section 6.08(a) as of the last day of any Fiscal Quarter, for the period commencing after the last day of the applicable Fiscal Quarter until the tenth (10) Business Day after the date on which financial statements for such Fiscal Quarter are required to be delivered pursuant to Section 5.01(b) (or in

the case of the fourth Fiscal Quarter, the financial statements delivered pursuant to Section 5.01(c) (the “Cure Deadline”), Borrower (or any Parent) shall have the right to contribute Cash proceeds from a Permitted Stock Issuance to the capital of the Credit Parties prior to the Cure Deadline and apply the amount of the proceeds so contributed to increase Consolidated Adjusted EBITDA for such Fiscal Quarter solely for the purposes of determining compliance with such Financial Covenant at the end of such Fiscal Quarter and any subsequent period that includes such Fiscal Quarter (any such equity contribution so included in the calculation of Consolidated Adjusted EBITDA, a “Specified Equity Contribution”); provided that (a) the Specified Equity Contribution is actually received by Borrower after the last day of the applicable Fiscal Quarter and no later than the Cure Deadline, (b) in each consecutive four (4) Fiscal Quarter period there will be at least two (2) consecutive Fiscal Quarters in which no Specified Equity Contribution is made, (c) the amount of any Specified Equity Contribution will be no greater than the amount required to cause Borrower to be in compliance with the Financial Covenant, (d) all Specified Equity Contributions will be disregarded for purposes of the calculation of Consolidated Adjusted EBITDA for all other purposes, including calculating basket levels, financial ratio based conditions, pricing and other items governed by reference to Consolidated Adjusted EBITDA, (e) there shall be no more than five (5) Specified Equity Contributions made in the aggregate after the Closing Date and (f) any Specified Equity Contribution shall be required to be applied to prepay any then outstanding principal amount of Term Loans or, subject to the Senior Subordination Agreement, the Senior Indebtedness; provided, that any loans so prepaid shall be deemed outstanding for purposes of determining compliance with the Financial Covenant for the current Fiscal Quarter and the next three (3) Fiscal Quarters thereafter, and the cash proceeds from such Specified Equity Contribution shall not be included for cash netting purposes in the determination of Consolidated Total Debt or any financial ratio. Upon the making of any Specified Equity Contribution in accordance with the previous sentence, the Financial Covenant shall be recalculated giving effect to the following adjustments on a Pro Forma Basis: (A) Consolidated Adjusted EBITDA for such Fiscal Quarter shall be increased with respect to such applicable Fiscal Quarter (solely for the purposes of determining compliance with such covenants at the end of such Fiscal Quarter and any subsequent period that includes such Fiscal Quarter), by an amount equal to the Specified Equity Contribution; and (B) if, after giving effect to the foregoing recalculations, Borrower shall then be in compliance with the requirements of the Financial Covenant, Borrower shall be deemed to have satisfied the requirements of the Financial Covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of the Financial Covenant that had occurred shall be deemed cured for purposes of this Agreement. Notwithstanding anything herein to the contrary, upon receipt by Administrative Agent of a notice from the Borrower prior to the Cure Deadline of its intent to cure such Event of Default (“Notice of Intent to Cure”), through the Cure Deadline no Default or Event of Default shall be deemed to have occurred on the basis of any failure to comply with the Financial Covenant unless such failure is not cured pursuant to the Notice of Intent to Cure on or prior to the Cure Deadline. No Specified Equity Contribution shall be applied to (i) increase the Available Amount, (ii) make any Consolidated Capital Expenditures or (iii) make an Investment pursuant to Section 6.07(m) or (s).”.

(g) Section 10.06 of the Credit Agreement is hereby amended by replacing clause (i)(ii) thereof in its entirety as follows:

“(ii) Notwithstanding anything to the contrary herein, each Affiliated Lender, in its capacity as a Lender, in its sole and absolute discretion, may make one or more capital contributions or assignments of Term Loans that it acquires in accordance with this Section 10.06(ii) or otherwise directly or indirectly to Borrower solely in exchange for Permitted Stock Issuances of Borrower (or any Parent) upon written notice to Administrative Agent. Immediately upon Borrower’s acquisition of Term Loans from an Affiliated Lender, such Term Loans and all rights and obligations as a Lender related thereto shall for all purposes (including under this Agreement, the other Credit Documents and otherwise) be deemed to be irrevocably prepaid, terminated, extinguished, cancelled and of no further force and effect and the Borrower shall neither obtain nor have any rights as a Lender hereunder or under the other Credit Documents by virtue of such capital contribution or assignment; provided that, upon such prepayment, termination, extinguishment and cancellation, the aggregate outstanding principal amount of the Term Loans shall be deemed reduced, as of the date of such contribution, by the full par value of the aggregate principal amount of Term Loans so contributed and cancelled, and each principal repayment installment with respect to the Term Loans pursuant to Section 2.11 shall be reduced on a pro rata basis by the full par value of the aggregate principal amount of the Term Loans so contributed and cancelled.”.

SECTION 3. REFERENCE TO AND EFFECT ON THE CREDIT AGREEMENT. On and after the date hereof, each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or text of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Fifth Amendment. On and after the effectiveness of this Fifth Amendment, this Fifth Amendment shall for all purposes constitute a “Credit Document” under and as defined in the Credit Agreement and the other Credit Documents.

SECTION 4. REPRESENTATIONS & WARRANTIES; ACKNOWLEDGEMENTS. In order to induce each Lender party hereto and the Administrative Agent to enter into this Fifth Amendment, each Credit Party:

(a) represents and warrants to each Lender and the Administrative Agent on and as of the Fifth Amendment Effective Date, that:

(i) Each Credit Party hereto has all requisite power and authority to execute, deliver and perform its obligations under this Fifth Amendment and the Credit Agreement, in each case, to which it is a party and to carry out the transactions contemplated thereby.

(ii) The execution, delivery and performance of this Fifth Amendment have been duly authorized by all necessary action on the part of each Credit Party that is a party thereto.

(iii) This Fifth Amendment has been duly executed and delivered by each Credit Party that is a party hereto and is the legally valid and binding obligation of such Credit Party, enforceable against such Credit Party in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(iv) Each of the representations and warranties set forth in the Credit Agreement and in the other Credit Documents is true and correct in all material respects on and as of the Fifth Amendment Effective Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date; *provided, however*, that, any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(b) acknowledges and agrees for the benefit of each Lender and the Administrative Agent on and as of the Fifth Amendment Effective Date, that:

(i) no right of offset, recoupment, defense, counterclaim, claim, cause of action or objection exists in favor of such Credit Party against Administrative Agent or any Lender arising out of or with respect to (x) the Obligations, this Fifth Amendment or the other Credit Documents, (y) any other documents now or heretofore evidencing, securing or in any way relating to the foregoing, or (z) the administration or funding of the Loans;

(ii) (x) Administrative Agent's and Requisite Lenders' agreement to agree to the amendments contained herein does not and shall not create (nor shall any Credit Party rely upon the existence of or claim or assert that there exists) any obligation of Administrative Agent or any Lender to consider or agree to any further waiver, consent or amendment with respect to any Credit Document, and (y) in the event that Administrative Agent or any Lender subsequently agrees to consider any further waiver, consent or amendment with respect to any Credit Document, neither this Fifth Amendment nor any other conduct of Administrative Agent or any Lender shall be of any force and effect on Administrative Agent's or any Lender's consideration or decision with respect thereto.

SECTION 5. CONDITIONS PRECEDENT. This Fifth Amendment shall become effective as of the first date (the "Fifth Amendment Effective Date") when each of the conditions set forth in this Section 4 shall have been satisfied:

(a) The Administrative Agent shall have received a duly authorized, executed and delivered counterpart of the signature page to this Fifth Amendment (whether the same or different counterparts) from each Credit Party named on the signature pages hereto, the Administrative Agent and the Requisite Lenders.

(b) The Administrative Agent shall have received a fully-executed copy of the Fifth Amendment to the Senior Credit Agreement (the "Senior Credit Agreement Amendment"), in form and substance reasonably satisfactory to the Administrative Agent.

(c) The effectiveness of the Senior Credit Agreement Amendment shall have occurred or shall occur concurrently with the effectiveness of this Fifth Amendment.

(d) The Borrower shall have paid all reasonable and documented out-of-pocket fees and expenses (including the reasonable and documented legal fees and expenses of Hunton Andrews Kurth LLP, counsel to Administrative Agent) required to be paid or reimbursed by Borrower under this Fifth Amendment and the Credit Agreement; provided, that an invoice for all such fees and expenses shall be received by Borrower at least one (1) Business Day prior to the Fifth Amendment Effective Date.

(e) Both immediately before and after giving effect to this Fifth Amendment, (i) no Default or Event of Default shall have occurred or be continuing or result therefrom and (ii) the representations and warranties contained in Section 4 of this Fifth Amendment shall be true and correct.

SECTION 6. REAFFIRMATION. To induce the Lenders party hereto and Administrative Agent to enter into this Fifth Amendment, each of the Credit Parties hereby acknowledges and reaffirms its obligations under each Credit Document to which it is a party, in each case, as amended, restated, supplemented or otherwise modified prior to or as of the date hereof. Each Credit Party acknowledges and agrees that (a) each of the Credit Documents to which it is a party or otherwise bound shall continue in full force and effect, that all of its obligations

thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Fifth Amendment and (b) there are no rights of set-off or counterclaim, nor any defenses of any kind, whether legal, equitable or otherwise, that would enable such Credit Party to avoid or delay timely performance of its obligations under the Credit Documents.

SECTION 7. MISCELLANEOUS PROVISIONS.

(a) Ratification. This Fifth Amendment is limited to the matters specified herein and shall not constitute a modification, acceptance or waiver of any other provision of the Credit Agreement or any other Credit Document. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement or any other Credit Document or instruments securing the same, which shall remain in full force and effect as modified hereby or by instruments executed concurrently herewith.

(b) Governing Law; Submission to Jurisdiction, Etc. Sections 10.14, 10.15 and 10.16 of the Credit Agreement are incorporated by reference herein as if such Sections appeared herein, *mutatis mutandis*.

(c) Severability. Section 10.11 of the Credit Agreement is incorporated by reference herein as if such Section appeared herein, *mutatis mutandis*.

(d) Counterparts; Headings. This Fifth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Fifth Amendment shall be effective as delivery of an original executed counterpart of this Fifth Amendment. The Administrative Agent may also require that signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of this Fifth Amendment or signature delivered by telecopier, .pdf or other electronic imaging means. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Fifth Amendment.

(e) Costs and Expenses. The Borrower hereby agrees to pay and reimburse the Administrative Agent and the Lead Arranger for their respective reasonable and documented out-of-pocket expenses in connection with the negotiation, preparation, syndication and execution and delivery of this Fifth Amendment, including the reasonable fees, charges and disbursements of one counsel for the Administrative Agent and the Lead Arranger, all in accordance with Section 10.02 of the Credit Agreement.

[Remainder of page intentionally blank]

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

BORROWER: **PRIORITY HOLDINGS, LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: Chairman and CEO

GUARANTORS: **PIPELINE CYNERGY HOLDINGS, LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: Chairman and CEO

**PRIORITY INSTITUTIONAL PARTNER SERVICES LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: Chairman and CEO

**PRIORITY PAYMENT SYSTEMS HOLDINGS LLC**

By: /s/ THOMAS C. PRIORE  
Name: Thomas C. Priore  
Title: Chairman and CEO

**PRIORITY PAYMENT SYSTEMS LLC**

By: /s/ THOMAS C. PRIORE

Name: Thomas C. Priore

Title: Chairman and CEO

**FINCOR SYSTEMS LLC**

By: /s/ THOMAS C. PRIORE

Name: Thomas C. Priore

Title: Chairman and CEO

**PIPELINE CYNERGY INC.**

By: /s/ THOMAS C. PRIORE

Name: Thomas C. Priore

Title: Chairman and CEO

**CYNERGY HOLDINGS, LLC**

By: /s/ THOMAS C. PRIORE

Name: Thomas C. Priore

Title: Chairman and CEO

**CYNERGY DATA, LLC**

By: /s/ THOMAS C. PRIORE

Name: Thomas C. Priore

Title: Chairman and CEO

**PRIORITY PAYMENT EXPRESS SYSTEMS LLC**

By: /s/ THOMAS C. PRIORE

Name: Thomas C. Priore

Title: Chairman and CEO

**PRIORITY INTEGRATED PARTNER HOLDINGS, LLC**

By: /s/ THOMAS C. PRIORE

Name: Thomas C. Priore

Title: Chairman and CEO

**PRIORITY PAYRIGHT HEALTH SOLUTIONS, LLC**

By: /s/ THOMAS C. PRIORE

Name: Thomas C. Priore

Title: Chairman and CEO

**ROSCO ALPHA DELTA, LLC**

By: /s/ THOMAS C. PRIORE

Name: Thomas C. Priore

Title: Chairman and CEO

**PRIORITY REAL ESTATE TECHNOLOGY, LLC**

By: /s/ THOMAS C. PRIORE

Name: Thomas C. Priore

Title: Chairman and CEO

ADMINISTRATIVE AGENT:

**GOLDMAN SACHS SPECIALTY LENDING GROUP,  
L.P.**

By: /s/ JUSTIN BETZEN

Name: Justin Betzen

Title: Senior Vice President

LENDERS:

**GOLDMAN SACHS SPECIALTY LENDING HOLDINGS,  
INC.**

By: /s/ JUSTIN BETZEN

Name: Justin Betzen

Title: Senior Vice President

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO  
EXCHANGE ACT RULE 13a-14(a) AS ADOPTED PURSUANT TO  
SECTION 303 OF THE SARBANES-OXLEY ACT OF 2002**

I, Thomas C. Priore, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Priority Technology Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 14, 2019

/s/ Thomas C. Priore

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Thomas C. Priore  
*Chief Executive Officer and Chairman*  
*(Principal Executive Officer)*

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO  
EXCHANGE ACT RULE 13a-14(a) AS ADOPTED PURSUANT TO  
SECTION 303 OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael Vollkommer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Priority Technology Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 14, 2019

/s/ Michael Vollkommer

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Michael Vollkommer  
Chief Financial Officer  
(Principal Financial and Accounting Officer)

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE  
SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Priority Technology Holdings, Inc. (the "Company") for the quarter ended June 30, 2019 as filed with the Securities and Exchange Commission (the "Report"), each of the undersigned, on the dates indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Act of 1934;  
and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

August 14, 2019

/s/ THOMAS C. PRIORE

Thomas C. Priore  
*Chief Executive Officer and Chairman*  
*(Principal Executive Officer)*

August 14, 2019

/s/ MICHAEL VOLLKOMMER

Michael Vollkommer  
*Chief Financial Officer*  
*(Principal Financial and Accounting Officer)*

The foregoing certifications are being furnished solely pursuant to 18 U.S.C. § 1350 and are not being filed as part of the Report on Form 10-Q or as a separate disclosure document.