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

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): April 25, 2019

**INTERNATIONAL MONEY EXPRESS, INC.**

(Exact name of registrant as specified in charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-37986**  
(Commission  
File Number)

**47-4219082**  
(I.R.S. Employer  
Identification No.)

**9480 South Dixie Highway, Miami, Florida**  
(Address of Principal Executive Offices)

**33156**  
(Zip Code)

Registrant's telephone number, including area code: **(305) 671-8000**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01. Entry in a Material Definitive Agreement.**

On April 29, 2019, International Money Express, Inc., a Delaware corporation (the “Company”), and Continental Stock Transfer & Trust Company (the “Warrant Agent”) entered into Amendment No. 1 (the “Warrant Amendment”) to the Warrant Agreement, dated as of January 19, 2017 (the “Warrant Agreement”), by and between the Company and the Warrant Agent, which governs all of the Company’s publicly traded warrants and privately held warrants (the “Warrants”). The Warrant Amendment amends the Warrant Agreement to permit the Company to require that each Warrant that is outstanding upon the closing of the Offer (as defined below) to be converted into a combination of 0.181 shares of common stock, par value \$0.0001 per share, of the Company (“Common Stock”) and \$1.00 in cash, without interest (the “Conversion Consideration”). The Company has the right to require the exchange of not less than all of the outstanding Warrants at any time while such Warrants are exercisable and prior to their expiration, at the office of the Warrant Agent, upon notice to the registered holders of the outstanding Warrants at least fifteen days prior to the date of exchange fixed by the Company.

The Company intends to exchange all remaining untendered Warrants for the Conversion Consideration in accordance with the terms of the Warrant Agreement, as amended, on or about May 20, 2019.

The foregoing description of the Warrant Amendment is qualified in its entirety by reference to the Warrant Amendment, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

On April 29, 2019, the Company completed the conditions with respect to additional term loans in an aggregate amount of \$12,000,000 (the “Incremental Term Loan”) made by certain lenders under the Credit Agreement, dated as of November 7, 2018, as amended on December 7, 2018, by and among the Company, certain of its domestic subsidiaries, KeyBank National Association as administrative agent and a group of banking institutions as lenders (the “Credit Agreement”). Under the terms of the Credit Agreement, incremental loans may be requested by the Company in an aggregate amount of up to \$30,000,000. The funding of the Incremental Term Loan was subject to compliance with certain conditions set forth in an Increase Joinder No. 1 to Credit Agreement, dated March 25, 2019 (the “Increase Joinder”). The proceeds of the Incremental Term Loan will be used to pay the cash portion of the Exchange Consideration (as defined below) and the Conversion Consideration, to pay expenses associated with the Offer, and for working capital purposes. Pursuant to the terms of the Credit Agreement, the Incremental Term Loan constitutes an increase in the amount of the term loan outstanding under the Credit Agreement to an aggregate of approximately \$100,875,000 and will be subject to the same interest rate and other terms applicable to such outstanding term loan. The Increase Joinder also sets forth the amended repayment dates for the outstanding term loan under the Credit Agreement.

The foregoing description of the Increase Joinder is qualified in its entirety by reference to the Increase Joinder, which is filed as Exhibit 10.2 hereto and is incorporated herein by reference.

**Item 3.03 Material Modifications to Rights of Security Holders.**

To the extent required by Item 3.03 of Form 8-K, the disclosure set forth in Item 1.01 of this Current Report on Form 8-K relating to the Warrant Amendment is incorporated by reference in this Item 3.03.

**Item 5.07 Submission of Matters to a Vote of Security Holders.**

As previously disclosed, in connection with the Company’s offer to each holder of the Warrants to receive a combination of 0.201 shares of its Common Stock and \$1.12 in cash, without interest (the “Exchange Consideration”) in exchange for each Warrant tendered by the holder and exchanged pursuant to the offer (the “Offer”), the Company solicited consents (the “Consent Solicitation”) from holders of the outstanding Warrants to approve the Warrant Amendment.

The Offer and Consent Solicitation expired at 11:59 p.m. Eastern Standard Time on April 25, 2019. A total of 8,916,465 Warrants, or approximately 99.51 % of the 8,959,999 outstanding Warrants, were validly tendered and not withdrawn in the Offer, excluding 4,507 Warrants that were tendered through a notice of guaranteed delivery. Because consents were received from holders of more than 65% of the outstanding Warrants, the Warrant Amendment was approved. The Company currently intends to exchange all remaining untendered Warrants for shares of Common Stock in accordance with the terms of the Warrant Agreement, as amended, on or about May 20, 2019. However, the Company is not required to exchange the Warrants under the Warrant Amendment and there is no assurance that it will do so.

The Company expects to issue an aggregate of 1,792,193 shares of Common Stock and pay approximately \$9,986,440.80 in cash in exchange for the Warrants tendered in the Offer, resulting in a total of 37,974,976 shares of Common Stock outstanding following such issuance (exclusive of any shares of Common Stock that may be issued as part of the Conversion Consideration in the event that the Company exercises its rights under the Warrant Amendment). In conformance with the terms of the Offer, no fractional shares will be issued, and holders of Warrants who would otherwise be entitled to receive a fraction of a share are being paid cash in lieu of that fraction.

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**Item 8.01. Other Events.**

On April 30, 2019, the Company issued a press release announcing the final results of the Offer and the Consent Solicitation. The Company also announced that it intends to exchange all remaining untendered Warrants for shares of Common Stock in accordance with the terms of the Warrant Agreement, as amended, on April 29, 2019.

A copy of the press release is attached as Exhibit 99.1 and is incorporated by reference herein.

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

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">10.1</a>	Amendment No. 1 to Warrant Agreement, dated April 29, 2019, by and between the International Money Express, Inc. and Continental Stock Transfer & Trust Company.
<a href="#">10.2</a>	Increase Joinder No. 1 to Credit Agreement, dated March 25, 2019, by and among International Money Express, Inc., as Holdings, International Money Express Sub 2, LLC, as Intermediate Holdings, Intermex Holdings, Inc., as the Term Borrower, Intermex Wire Transfer, LLC, as the Revolver Borrower, the other guarantors from time to time party thereto, the lenders from time to time party thereto and KeyBank National Association, as the Administrative Agent.
<a href="#">99.1</a>	Press release, dated April 30, 2019, issued by International Money Express, Inc.

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**SIGNATURE**

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

INTERNATIONAL MONEY EXPRESS, INC.

Dated: April 30, 2019

By: /s/ Robert Lisy

Name: Robert Lisy

Title: President and Chief Executive Officer

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## AMENDMENT NO. 1 TO WARRANT AGREEMENT

This Amendment (this "**Amendment**") is made as of April 29, 2019, by and between International Money Express, Inc. (formerly FinTech Acquisition Corp. II), a Delaware corporation (the "**Company**") and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (the "**Warrant Agent**"), and constitutes an amendment to that certain Warrant Agreement, dated as of January 19, 2017 (the "Existing Warrant Agreement"), between the Company and the Warrant Agent. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given to such terms in the Existing Warrant Agreement.

**WHEREAS**, Section 9.8 of the Existing Warrant Agreement provides that the Company and the Warrant Agent may amend, subject to certain conditions provided therein, the Existing Warrant Agreement with written consent of the registered holders of at least sixty-five percent (65%) of the then outstanding Warrants;

**WHEREAS**, the Company desires to amend the Existing Warrant Agreement to provide the Company with the right to require the holders of the Warrants to exchange all of the outstanding Warrants for a combination of 0.181 shares of Common Stock and \$1.00 in cash, without interest, on the terms and subject to the conditions set forth herein; and

**WHEREAS**, in the exchange offer and consent solicitation undertaken by the Company pursuant to the Registration Statement on Form S-4 filed with the Securities and Exchange Commission, the registered holders of more than sixty-five percent (65%) of the then outstanding Warrants consented to and approved this Amendment.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree to amend the Existing Warrant Agreement as set forth herein.

**1. Amendment of Existing Warrant Agreement.** The Existing Warrant Agreement is hereby amended as follows:

**1.1 *Amend Section 2.5.*** Section 2.5 of the Existing Warrant Agreement is hereby amended by deleting the first sentence of Section 2.5.1 in its entirety and by inserting, in lieu thereof, the following:

"The Placement Warrants shall be identical to the Public Warrants, except that so long as they are held by the Sponsor, Cantor, or any of their respective Permitted Transferees (as defined below), the Placement Warrants: (a) may be exercised for cash or on a cashless basis, pursuant to subsection 3.3.1(c) hereof, (b) shall not be redeemable by the Company except pursuant to Section 6A hereof, and (c) may not be transferred, assigned or sold until thirty (30) days after the completion by the Company of an initial Business Combination (as defined below) except to a Permitted Transferee and the period during which the Placement Warrants held by Cantor are exercisable may not be extended (pursuant to the last sentence of Section 3.2 or otherwise) beyond the date that is five years from the effective date of the Registration Statement. For purposes of clarity, notwithstanding the provisions of Section 2.5(b) hereof, Placement Warrants may be subject to a Mandatory Exchange made pursuant to Section 6A hereof."

**1.2 Amend and Restate Section 6.4.** Section 6.4 of the Existing Warrant Agreement is hereby amended by deleting Section 6.4 in its entirety and by insertion, in lieu thereof, the following:

“6.4 Exclusion of Placement Warrants. The Company agrees that the redemption rights provided in this Section 6 (other than those set forth in Section 6A hereof) shall not apply to the Placement Warrants if at the time of the redemption such Placement Warrants continue to be held by the Sponsor, Cantor, or their Permitted Transferees; *provided, however*, that once such Placement Warrants are transferred (other than to Permitted Transferees under subsection 2.5), the Company may redeem the Placement Warrants, provided that the criteria for redemption are met, including the opportunity of the holder of such Placement Warrants to exercise the Placement Warrants prior to redemption pursuant to Section 6.3. Placement Warrants that are transferred to persons other than Permitted Transferees shall, upon such transfer, cease to be Placement Warrants and shall become Public Warrants under this Agreement. For purposes of clarity, the exclusions of this Section 6.4 do not apply to any Mandatory Exchange made pursuant to Section 6A hereof.”

**1.3 Add New Section 6A.** The Existing Warrant Agreement is hereby amended by adding a new Section 6A thereto, as follows:

“6A Mandatory Exchange.

6A.1 Company Election to Exchange. Notwithstanding any other provision in this Agreement to the contrary, all (and not less than all) of the outstanding Warrants may be exchanged, at the option of the Company, at any time while they are exercisable and prior to their expiration, at the office of the Warrant Agent, upon notice to the registered holders of the outstanding Warrants, as described in Section 6A.2 below, for a combination of 0.181 shares of Common Stock and \$1.00 in cash, without interest for each Warrant held by the holder thereof (the “*Consideration*”) (subject to equitable adjustment by the Company in the event of any stock splits, stock dividends, recapitalizations or similar transaction with respect to the Common Stock). In lieu of issuing fractional shares, any holder of Warrants who would otherwise have been entitled to receive fractional shares as Consideration will, after aggregating all such fractional shares of such holder, be paid in cash (without interest) in an amount equal to such fractional part of a share multiplied by \$11.99.

6A.2 Date Fixed for, and Notice of, Exchange. In the event that the Company elects to exchange all of the Warrants, the Company shall fix a date for the exchange (the “*Exchange Date*”). Notice of exchange shall be mailed by first class mail, postage prepaid, by the Company not less than fifteen (15) days prior to the Exchange Date to the registered holders of the Warrants at their last addresses as they shall appear on the registration books. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the registered holder received such notice. The Company will make a public announcement of its election following the mailing of such notice.

6A.3 Exercise After Notice of Exchange. The Warrants may be exercised, for cash at any time after notice of exchange shall have been given by the Company pursuant to Section 6A.2 hereof and prior to the Exchange Date. On and after the Exchange Date, the registered holder of the Warrants shall have no further rights except to receive, upon surrender of the Warrants, the Consideration.”

**2. Miscellaneous Provisions.**

**2.1 Severability.** This Amendment shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Amendment or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Amendment a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

**2.2 Applicable Law.** The validity, interpretation and performance of this Amendment shall be governed in all respects by the laws of the State of New York and without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereby agree that any action, proceeding or claim against it arising out of or relating in any way to this Amendment shall be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. Each of the parties hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum

**2.3 Counterparts.** This Amendment may be executed in any number of counterparts, and by facsimile or portable document format (pdf) transmission, and each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

**2.4 Effect of Headings.** The Section headings herein are for convenience only and are not part of this Amendment and shall not affect the interpretation thereof.

**2.5 Entire Agreement.** The Existing Warrant Agreement, as modified by this Amendment, constitutes the entire understanding of the parties and supersedes all prior agreements, understandings, arrangements, promises and commitments, whether written or oral, express or implied, relating to the subject matter hereof, and all such prior agreements, understandings, arrangements, promises and commitments are hereby canceled and terminated.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be duly executed as of the date first above written.

INTERNATIONAL MONEY EXPRESS, INC.

By: /s/ Tony Lauro II

Name: Tony Lauro II

Title: Chief Financial Officer

CONTINENTAL STOCK TRANSFER & TRUST COMPANY, as Warrant Agent

By: /s/ Isaac J. Kagan

Name: Isaac J. Kagan

Title: Vice President

*[Signature Page to Warrant Agreement Amendment]*

INCREASE JOINDER NO. 1 TO CREDIT AGREEMENT

INCREASE JOINDER NO. 1, dated as of March 25, 2019 (this "Amendment"), to the Credit Agreement, dated as of November 7, 2018 (as amended by Amendment No. 1, dated as of December 7, 2017 and as may be further amended, restated, supplemented or otherwise modified prior to the date hereof), among Intermex Wire Transfer, LLC, a Florida limited liability company (the "Revolver Borrower"), Intermex Holdings, Inc. (the "Term Borrower"), International Money Express, Inc., a Delaware corporation ("Holdings"), International Money Express Sub 2, LLC, a Delaware limited liability company ("Intermediate Holdings"), each Guarantor from time to time party thereto, KeyBank National Association, as Administrative Agent and L/C Issuer and each lender from time to time party thereto (the "Credit Agreement").

WITNESSETH:

**WHEREAS**, the Term Borrower has requested the issuance of Incremental Term Loans, which upon funding shall be in the form of an increase to the Term A Loans outstanding under the Credit Agreement immediately prior to the effectiveness of this Amendment, pursuant to and on the terms set forth in Section 2.14 of the Credit Agreement (the "Increase Joinder No. 1 Incremental Term A Loans");

**WHEREAS**, the Term Borrower, the Administrative Agent and each Lender party hereto (a "Increase Joinder No. 1 Incremental Term A Lender") have agreed to amend certain provisions of the Credit Agreement as provided for herein to effect the incurrence of Increase Joinder No. 1 Incremental Term A Loans to the Credit Agreement pursuant to Section 2.14 thereof; and

**WHEREAS**, each Increase Joinder No. 1 Incremental Term A Lender will make Increase Joinder No. 1 Incremental Term A Loans to the Borrowers on the Increase Joinder No. 1 Funding Date.

**NOW, THEREFORE**, in consideration of the premises made hereunder, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

## ARTICLE I

Defined Terms

Section 1.1. Defined Terms. Terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement unless otherwise defined herein.

## ARTICLE II

Incremental Term Loans

Section 2.1. Incremental Term Commitment.

(a) Subject to the satisfaction (or waiver by the Increase Joinder No. 1 Incremental Term A Lenders) of the conditions set forth in Article V hereof, the Increase Joinder No. 1 Incremental Term A Lenders hereby agree to make Increase Joinder No. 1 Incremental Term A Loans, in the aggregate principal amount set forth opposite its name on Schedule I attached hereto (the "Increase Joinder No. 1 Incremental Term A Commitments"), which shall be added to and constitute a part of the class of Term A Loans existing under the Credit Agreement prior to giving effect to this Amendment (the "Existing Term A Loans").

(b) Each of the parties hereto acknowledges and agrees that this Amendment (including, for the avoidance of doubt, the Increase Joinder No. 1 Incremental Term A Commitments) shall become effective on the date hereof, but the amendments to the Credit Agreement set forth in Article IV hereof shall not become operative until the funding of the Increase Joinder No. 1 Incremental Term A Loans and the satisfaction (or waiver by the Increase Joinder No. 1 Incremental Term A Lenders) of the conditions set forth in Article V hereof.

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ARTICLE III

Incremental Term Loans

Section 3.1. Incremental Term Loans. The Term Borrower confirms and agrees that it has requested an increase in the aggregate amount of the Existing Term A Loans through the establishment of Incremental Term Loans of the same class as the Existing Term A Loans to be made pursuant to the Increase Joinder No. 1 Incremental Term A Commitments in an aggregate principal amount of \$12,000,000 on the Increase Joinder No. 1 Funding Date.

Section 3.2. Agreements of Each Increase Joinder No. 1 Incremental Term A Lender. Each Increase Joinder No. 1 Incremental Term A Lender agrees that (i) effective on and at all times after the Increase Joinder No. 1 Funding Date, such Increase Joinder No. 1 Incremental Term A Lender will be bound by all obligations of a Lender under the Credit Agreement and (ii) on the Increase Joinder No. 1 Funding Date, such Increase Joinder No. 1 Incremental Term A Lender will fund an Increase Joinder No. 1 Incremental Term A Loan in Dollars to the Administrative Agent for the account of the Term Borrower in an amount equal to such Increase Joinder No. 1 Incremental Term A Lender's Increase Joinder No. 1 Incremental Term A Commitment. The Increase Joinder No. 1 Incremental Term A Commitments shall terminate on the Increase Joinder No. 1 Funding Date following the funding of the Increase Joinder No. 1 Incremental Term A Loans to be funded on such date.

Section 3.3. Fungibility of Incremental Term Loans. All Increase Joinder No. 1 Incremental Term A Loans will (x) upon funding, be an increase in the amount of each Borrowing of Term A Loans outstanding immediately prior to the Increase Joinder No. 1 Funding Date, constitute Term A Loans for all purposes of the Credit Agreement and, together with the Existing Term A Loans outstanding prior to the Increase Joinder No. 1 Funding Date, be treated as one class of Term A Loans, (y) constitute Term A Loans for all purposes of the Credit Agreement and (z) be fungible with the Existing Term A Loans outstanding immediately prior to the Increase Joinder No. 1 Funding Date for U.S. federal income tax purposes.

ARTICLE IV

Amendments

Subject to the occurrence of the Increase Joinder No. 1 Funding Date:

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

“Increase Joinder No. 1” means Increase Joinder No. 1 to this Agreement dated as of March 25, 2019.

“Increase Joinder No. 1 Funding Date” means the date of funding of the Increase Joinder No.1 Incremental Term A Loans under the Increase Joinder No. 1.

“Increase Joinder No. 1 Incremental Term A Commitment” means, with respect to each Increase Joinder No. 1 Incremental Term A Lender party hereto, the amount of each Increase Joinder No. 1 Incremental Term A Lender's commitment on the Increase Joinder No. 1 Funding Date in respect of Increase Joinder No. 1 Incremental Term A Loans as set forth on Schedule I to Increase Joinder No. 1. The aggregate amount of the Increase Joinder No. 1 Incremental Term A Commitments is \$12,000,000.

“Increase Joinder No. 1 Incremental Term A Lender” means any Lender with an Increase Joinder No. 1 Incremental Term A Commitment or Increase Joinder No. 1 Incremental Term A Loans.

“Increase Joinder No. 1 Incremental Term A Loans” means the Incremental Term Loans funded pursuant to the Increase Joinder No. 1 Incremental Term A Commitments.

- b) Section 2.01 of the Credit Agreement is hereby amended by adding the following paragraph (c) to such Section:

“(c) Subject to the terms and conditions set forth herein and in Increase Joinder No. 1, each Increase Joinder No. 1 Incremental Term A Lender severally agrees to make a single Increase Joinder No. 1 Incremental Term A Loan to the Term Borrower on the Increase Joinder No. 1 Funding Date in an amount equal to its Increase Joinder No. 1 Incremental Term A Commitment. The Term A Borrowing shall consist of Increase Joinder No. 1 Incremental Term A Loans made simultaneously by each Increase Joinder No. 1 Incremental Term A Lender in an amount equal to its Increase Joinder No. 1 Incremental Term A Commitment. Amounts borrowed under this Section 2.01(c) and repaid or prepaid may not be reborrowed. All Increase Joinder No. 1 Incremental Term A Loans will initially take the form of a pro rata increase in each Term A Borrowing outstanding immediately prior to the funding of each such Increase Joinder No. 1 Incremental Term A Loan.”

c) Section 2.06 of the Credit Agreement is hereby amended by amending and restating clause (a) thereof as follows:

“Term A Loans. The Term Borrower shall repay to the Term A Lenders the aggregate principal amount of all Term A Loans outstanding on the following dates in the respective amounts set forth opposite such dates (which amounts shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.05):

<u>Date</u>	<u>Amount</u>
June 30, 2019	\$ 1,276,898.73
September 30, 2019	\$ 1,276,898.73
December 31, 2019	\$ 1,276,898.73
March 31, 2020	\$ 1,915,348.10
June 30, 2020	\$ 1,915,348.10
September 30, 2020	\$ 1,915,348.10
December 31, 2020	\$ 1,915,348.10
March 31, 2021	\$ 1,915,348.10
June 30, 2021	\$ 1,915,348.10
September 30, 2021	\$ 1,915,348.10
December 31, 2021	\$ 1,915,348.10
March 31, 2022	\$ 2,553,797.47
June 30, 2022	\$ 2,553,797.47
September 30, 2022	\$ 2,553,797.47
December 31, 2022	\$ 2,553,797.47
March 31, 2023	\$ 2,553,797.47
June 30, 2023	\$ 2,553,797.47
September 30, 2023	\$ 2,553,797.47

provided, however, that the (i) final principal repayment installment of the Term A Loans shall be repaid on the Maturity Date for the Term A Facility and in any event shall be in an amount equal to the aggregate principal amount of all Term A Loans outstanding on such date and (ii) if any payment of principal or interest with respect to any of the Loans, or of any fees, falls due on a day which is not a Business Day, then that due date will be the immediately succeeding Business Day.”

d) Section 6.11 of the Credit Agreement is hereby amended by adding the following at the end thereof:

“The Term Borrower shall use the proceeds of the Increase Joinder No. 1 Incremental Term A Loans made on the Increase Joinder No. 1 Funding Date to (i) repurchase warrants for the acquisition of Equity Interests in Holdings and pay for any fees and expenses related thereto, and (ii) pay for fees and expenses related to the Increase Joinder No. 1 Incremental Term A Loans made on such date.”

ARTICLE V

Conditions to Effectiveness

Section 5.1. This Amendment shall become effective when the Administrative Agent (or its counsel) shall have received an

executed counterpart (or written evidence reasonably satisfactory to the Administrative Agent (which may include a facsimile or other electronic transmission) that such party has signed a counterpart) of this Amendment from the Administrative Agent, each Increase Joinder No. 1 Incremental Term A Lender, the Term Borrower, Holdings and each Guarantor; provided that the amendments to the Credit Agreement contemplated by Article IV hereof shall only become effective upon the satisfaction (or waiver by the Increase Joinder No. 1 Incremental Term A Lenders) of the conditions set forth in Section 5.2 hereof and the funding of the Increase Joinder No. 1 Incremental Term A Loans.

Section 5.2. The Increase Joinder No. 1 Incremental Term A Lenders shall be required to fund their Increase Joinder No. 1 Incremental Term A Commitments when the following conditions shall have been satisfied (or waived by the Increase Joinder No. 1 Incremental Term A Lenders) (the “Increase Joinder No. 1 Funding Date”):

- (i) The representations and warranties contained in Article VI hereof shall be true and correct as of the Increase Joinder No. 1 Funding Date.
- (ii) No Default or Event of Default shall have occurred and be continuing or would result from the Term A Borrowing to be made on the Increase Joinder No. 1 Funding Date.
- (iii) On a pro forma basis, the Term Borrower shall be in pro forma compliance with each of the covenants set forth in Section 7.11 of the Credit Agreement as of the end of the latest fiscal quarter for which financial statements have been or are required to be furnished pursuant to subsection (a) or (b) of Section 6.01 of the Credit Agreement prior to the Increase Joinder No. 1 Funding Date.
- (iv) Certificates attesting to the Solvency of each Loan Party before and after giving effect to the incurrence of the Increase Joinder No. 1 Incremental Term A Loans on the Increase Joinder No. 1 Funding Date, from its chief financial officer, substantially in the form of Exhibit H to the Credit Agreement, shall have been delivered to the Administrative Agent.
- (v) (A) Such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents to which such Loan Party is a party or is to be a party and (B) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and that each Loan Party is validly existing and in good standing in its jurisdiction of organization; provided that in lieu of the attachments referred to in clause (A) above, such certificate may certify that since November 7, 2018, there have been no amendments to the charter or other similar organizational document of such Loan Party and/or the by-laws or operating or similar agreement of such Loan Party and the incumbency certificate of the Responsible Officers of such Loan Party.
- (vi) A certificate signed by a Responsible Officer of the Borrowers certifying that the conditions specified in clauses (i), (ii) and (iii) have been satisfied shall have been delivered to the Administrative Agent.
- (vii) A favorable written opinion of (i) Carlton Fields, P.A., counsel to the Loan Parties, (ii) Carlton Fields, P.A. or Bilzin Sumberg Baena Price & Axelrod LLP, special Florida counsel to the Loan Parties and (iii) Samuels, Green & Steel, LLP, special California counsel to the Loan Parties, in each case (A) dated the Increase Joinder No. 1 Funding Date, (B) addressed to the Administrative Agent and the Lenders and (C) in form and substance reasonably satisfactory to the Administrative Agent.
- (viii) The Administrative Agent shall have received, in immediately available funds, payment or reimbursement of all costs, fees, out-of-pocket expenses, compensation and other amounts then due and payable in connection with this Amendment to the Administrative Agent or the Lenders, in each case, to the extent invoiced at least one Business Day prior to the Increase Joinder No. 1 Funding Date, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent.
- (ix) (a) Upon the reasonable written request of any Lender made at least ten days prior to the Increase Joinder No. 1 Funding Date, the Term Borrower shall have provided to such Lender the documentation and other information so requested in connection with applicable “know your customer” and anti-money-laundering rules and regulations, including the PATRIOT Act, in each case at least five days prior to the Increase Joinder No. 1 Funding Date.  
(b) At least five days prior to the Joinder No. 1 Funding Date, to the extent requested in writing by an Increase Joinder No. 1 Incremental Term A Lender and if the Term Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, the Term Borrower shall deliver a Beneficial Ownership Certification to such Increase Joinder No. 1 Incremental Term A Lender.
- (xi) Holdings shall have applied all the proceeds of the Increase Joinder No. 1 Incremental Term A Loans to repurchase warrants for the acquisition of Equity Interests in Holdings and pay related fees and expenses substantially simultaneously with the funding of the Increase Joinder No. 1 Incremental Term A Loans.

Each of the parties hereto acknowledges and agrees that, in the event all of the conditions set forth in this Article V are not satisfied (or waived by the Increase Joinder No. 1 Incremental Term A Lenders) by 5:00 p. m. New York City time on April 30, 2019, the Increase Joinder No. 1 Incremental Term A Commitments shall automatically terminate without any further action by any party hereto and this Amendment shall no longer be effective.

ARTICLE VI

Representation and Warranties

After giving effect to the amendments contained herein, on the Increase Joinder No. 1 Funding Date each Loan Party hereby confirms that: (a) this Amendment has been duly authorized, executed and delivered by each Loan Party party hereto and constitutes the legal, valid and binding obligations of each such Loan Party enforceable against it in accordance with its terms, except as such enforceability may be limited by debtor relief laws and by general principles of equity; (b) the representations and warranties of the Borrowers and each other Loan Party contained in Article V of the Credit Agreement or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, are true and correct, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date and the representations and warranties contained in Sections 5.05(a) and (b) of the Credit Agreement shall be deemed to refer to the most recent financial statements furnished pursuant to Sections 6.01(a) and (b), respectively, of the Credit Agreement; and (c) no Default or Event of Default has occurred and is continuing or would result from the Term A Borrowing to be made on the Increase Joinder No. 1 Funding Date.

ARTICLE VII

Miscellaneous

Section 7.1. Continuing Effect; No Other Amendments or Waivers. This Amendment shall not constitute an amendment or waiver of or consent to any provision of the Credit Agreement and the other Loan Documents except as expressly stated herein and shall not be construed as an amendment, waiver or consent to any action on the part of the Loan Parties that would require an amendment, waiver or consent of the Administrative Agent or the Lenders except as expressly stated herein. Except as otherwise amended hereby, the provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect in accordance with their terms. This Amendment shall constitute a “Loan Document” and an “Increase Joinder” for all purposes of the Credit Agreement and the other Loan Documents.

Section 7.2. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Article V, this Amendment shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic imaging means (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 7.3. GOVERNING LAW. THIS AMENDMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 7.4. Reaffirmation. Each Loan Party hereby expressly acknowledges the terms of this Amendment and reaffirms, as of the date hereof, (i) the covenants and agreements contained in each Loan Document to which it is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Amendment and the transactions contemplated hereby and (ii) its guarantee of the Obligations under the Guaranty, as applicable, and its grant of Liens on the Collateral to secure the Obligations pursuant to the Collateral Documents. The parties hereto acknowledge and agree that the amendment of the Credit Agreement pursuant to this Amendment and all other Loan Documents amended and/or executed and delivered in connection herewith shall not constitute a novation of the Credit Agreement and the other Loan Documents as in effect prior to the Increase Joinder No. 1 Funding Date.

Section 7.5. Effect of Amendment. On and after the Increase Joinder No. 1 Funding Date, each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring the Credit Agreement, and each reference in the Notes and each of the other Loan Documents to “the Credit Agreement,” “thereunder,” “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Amendment.

*[signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized officers, as of the date first above written.

INTERMEX HOLDINGS, INC.,  
as the Term Borrower

By: /s/ Tony Lauro II  
Name: Tony Lauro II  
Title: Chief Financial Officer

INTERMEX WIRE TRANSFER, LLC,  
as the Revolver Borrower

By: /s/ Tony Lauro II  
Name: Tony Lauro II  
Title: Chief Financial Officer

INTERNATIONAL MONEY EXPRESS, INC.  
as Holdings

By: /s/ Tony Lauro II  
Name: Tony Lauro II  
Title: Chief Financial Officer

INTERNATIONAL MONEY EXPRESS SUB 2, LLC  
as a Guarantor

By: /s/ Tony Lauro II  
Name: Tony Lauro II  
Title: Chief Financial Officer

INTERMEX WIRE TRANSFER CORP.  
as a Guarantor

By: /s/ Tony Lauro II  
Name: Tony Lauro II  
Title: Chief Financial Officer

*[Signature Page to Increase Joinder No. 1 to Credit Agreement]*

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INTERMEX WIRE TRANSFER II, LLC  
as a Guarantor

By: /s/ Tony Lauro II  
Name: Tony Lauro II  
Title: Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION,  
as Administrative Agent

By: /s/ David A. Wild  
Name: David A. Wild  
Title: Senior Vice President

KEYBANK NATIONAL ASSOCIATION, as an Increase Joinder No. 1  
Incremental Term A Lender

By: /s/ David A. Wild  
Name: David A. Wild  
Title: Senior Vice President

REGIONS BANK, as an Increase Joinder No. 1 Incremental Term A Lender

By: /s/ Mark Guile  
Name: Mark Guile  
Title: Director

BMO Harris Bank N.A., as an Increase Joinder No. 1 Incremental Term A  
Lender

By: /s/ Christina Boyle  
Name: Christina Boyle  
Title: Managing Director

BANCALLIANCE INC., as an Increase Joinder No. 1 Incremental Term A  
Lender

By: Alliance Partners LLC, its attorney-in-fact

By: /s/ John Gray  
Name: John Gray  
Title: Executive Vice President

Schedule I

**Increase Joinder No. 1 Incremental Term A Commitments**

<b>Increase Joinder No. 1 Incremental Term A Lender</b>	<b>Increase Joinder No. 1 Incremental Term A Commitments</b>
KeyBank National Association	\$ 4,000,000
Regions Bank	\$ 3,000,000
BMO Harris Bank N.A.	\$ 2,500,000
BancAlliance Inc.	\$ 2,500,000
<b>Total</b>	<b>\$ 12,000,000</b>

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**International Money Express, Inc. (IMXI) Announces Completion of Exchange Offer and Plan to Exchange Remaining Outstanding Warrants**

Miami, FL, April 30, 2019 – International Money Express, Inc. (Nasdaq: IMXI) (“Intermex” or the “Company”) today announced the completion and settlement of its previously announced exchange offer (the “Offer”) and consent solicitation (the “Consent Solicitation”) relating to its publicly traded and privately held warrants (the “Warrants”). The Offer expired at 11:59 p.m., Eastern Standard Time, on April 25, 2019 (the “Expiration Time”).

Based on information provided by Continental Stock Transfer & Trust Company, the exchange agent for the Offer, a total of 8,916,465 Warrants were validly tendered and not withdrawn prior to the Expiration Time, representing approximately 99.51% of the total Warrants outstanding, excluding 4,507 Warrants that were tendered through notice of guaranteed delivery. On April 30, 2019, Intermex accepted all such Warrants. Pursuant to the terms of the Offer, Intermex expects to issue an aggregate of 1,792,193 shares of common stock and to make an aggregate payment of \$9,986,440.80 in exchange for the Warrants tendered. In conformance with the terms of the Offer, no fractional shares will be issued, and holders of Warrants who would otherwise be entitled to receive a fraction of a share are being paid cash in lieu of that fraction. Delivery of the shares to be issued and the cash payment in exchange for the Warrants will be made promptly. As a result of the consents received in the Consent Solicitation, the Company also executed an amendment (the “Warrant Amendment”) to the warrant agreement governing its outstanding Warrants, pursuant to which, it will exchange all remaining untendered Warrants on or about May 20, 2019, in accordance with the terms of the Warrant Amendment.

This press release is for informational purposes only and does not constitute an offer to sell, or a solicitation of an offer to buy, the securities described herein, and is also not a solicitation of the related consents. The Offer was made only pursuant to the terms and conditions of the Prospectus/Offer to Exchange and related letter of transmittal.

**About International Money Express, Inc.**

International Money Express, Inc. (NASDAQ: IMXI) was founded in 1994 and is headquartered in Miami, Florida with offices in Puebla, Mexico and Guatemala City, Guatemala. With over 100,000 sending and paying agent locations, we are a leading provider of consumer money remittance services from all 50 states in the United States to 17 countries in Latin America and the Caribbean and four countries in Africa. For more information, please visit [www.intermexusa.com](http://www.intermexusa.com).

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## Safe Harbor Compliance Statement for Forward-Looking Statements

This press release contains “forward-looking statements,” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which reflect our current views with respect to certain events that could have an effect on our future financial performance. These statements relate to expectations concerning matters that are not historical fact and may include the words or phrases such as “will,” “should,” “expects,” “believes,” “anticipates,” “plans,” “intends,” “estimates,” “approximately,” “our planning assumptions,” “future outlook,” and similar expressions. Except for historical information, matters discussed in such statements are forward-looking statements. These forward-looking statements are based largely on information currently available to our management and on our current expectations, assumptions, plans, estimates, judgments and projections about our business and our industry, and are subject to various risks and uncertainties that could cause actual results to differ materially from historical results or those currently anticipated. Although we believe our expectations are based on reasonable estimates and assumptions, we cannot guarantee their accuracy or our future performance, and there are a number of known and unknown risks, uncertainties, contingencies, and other factors (many of which are outside our control) that could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Accordingly, there is no assurance that our expectations will, in fact, occur or that our estimates or assumptions will be correct, and we caution investors and all others not to place undue reliance on such forward-looking statements. Factors that could cause or contribute to such differences include, competition in the markets in which we operate; our ability to maintain agent relationships on terms consistent with those currently in place; our ability to maintain banking relationships necessary for us to conduct our business; credit risks from our agents and the financial institutions with which we do business; bank failures, sustained financial market illiquidity, or illiquidity at our clearing, cash management or custodial financial institutions; new technology or competitors that disrupt the current ecosystem; cyber-attacks or disruptions to our information technology, computer network systems and data centers; our success in developing and introducing new products, services and infrastructure; customer confidence in our brand and in consumer money transfers generally; our ability to maintain compliance with the regulatory requirements of the jurisdictions in which we operate or plan to operate; international political factors or implementation of tariffs, border taxes or restrictions on remittances or transfers of money out of the United States; changes in tax laws and unfavorable outcomes of tax positions we take; political instability, currency restrictions and devaluation in countries in which we operate or plan to operate; weakness in U.S. or international economic conditions; change or disruption in international migration patterns; our ability to protect our brand and intellectual property rights; changes in foreign exchange rates that may impact consumer remittance; our ability to retain key personnel; and other factors described in the “Risk Factors” section in periodic reports we file or furnish to with the Securities and Exchange Commission. All statements other than statements of historical fact included in this press release are forward-looking statements including, but not limited to, expected financial outlook for the year 2019 and all forward-looking statements that are made or attributable to us are expressly qualified in their entirety by this cautionary notice. Any forward-looking statement that we make in this press release speaks only as of the date hereof. We undertake no obligation to update or revise, or to publicly announce any update or revision to, any of the forward-looking statements made herein, whether as a result of new information, future events or otherwise.

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