

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

AMENDMENT NO. 1
TO
FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

PAYA HOLDINGS INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

7389

(Primary Standard Industrial
Classification Code Number)

85-2199433

(I.R.S. Employer
Identification Number)

**303 Perimeter Center North, Suite 600
Atlanta, Georgia 30346
Telephone: (800) 261-0240**

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Copies to:

**Sophia Hudson, P.C., Esq.
Ana Sempertegui, Esq.
Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Tel: (212) 446-4800**

**Derek Dostal, Esq.
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Tel: (212) 450-4000**

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

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 7(a)(2)(B) of the Securities Act.

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross Border Third-Party Tender Offer)

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee⁽⁴⁾
Common stock, par value \$0.001 per share	4,605,885 ⁽¹⁾⁽²⁾	\$ 10.36 ⁽³⁾	\$ 47,716,968.60	\$ 5,205.92 ⁽⁷⁾
Warrants to purchase Common Stock	17,714,945 ⁽⁵⁾	N/A	N/A	N/A ⁽⁶⁾

(1) Represents the maximum number of shares of Common Stock of the registrant that may be issued directly to (i) holders of warrants who tender their warrants pursuant to the Offer (as defined below) and (ii) holders of warrants who do not tender their warrants pursuant to the Offer and, pursuant to the Warrant Amendment (as defined below), if approved, may receive shares of Common Stock of the registrant in the event the registrant exercises its right to convert the warrants into shares of Common Stock.

(2) Pursuant to Rule 416 under the Securities Act (the "Securities Act"), the registrant is also registering an indeterminate number of additional shares of Common Stock issuable by reason of any stock dividend, stock split, recapitalization or other similar transaction.

(3) Estimated pursuant to Rule 457(f)(1) under the Securities Act, and solely for the purpose of calculating the registration fee, the proposed maximum offering price is \$10.36 per share, which is the average of the high and low prices of the Common Stock on August 10, 2021, on the The Nasdaq Capital Market.

(4) Calculated by multiplying the estimated aggregate offering price of the securities being registered by 0.0001091.

(5) Represents the maximum number of warrants that may be amended pursuant to the Warrant Amendment.

(6) No additional registration fee is payable pursuant to Rule 457(g) under the Securities Act.

(7) Previously paid.

The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

Paya Holdings Inc. is filing this Amendment No. 1 to its Registration Statement on Form S-4 (File No. 333-258781) solely for the purpose of filing Exhibit 10.12. Accordingly, this amendment consists only of the facing page, this explanatory note, Part II of the Registration Statement, the signature page to the Registration Statement and the filed exhibits. There are no changes or additions being made to the Prospectus/Offer to Exchange that forms a part of the Registration Statement, and the Prospectus/Offer to Exchange has therefore been omitted.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee or agent to the Registrant. The DGCL provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise. The Registrant's certificate of incorporation provides for indemnification by the Registrant of its directors, officers and employees to the fullest extent permitted by the DGCL. The Registrant has entered into indemnification agreements with each of its current directors and executive officers to provide these directors and executive officers additional contractual assurances regarding the scope of the indemnification set forth in the Registrant's certificate of incorporation and to provide additional procedural protections. There is no pending litigation or proceeding involving a director or executive officer of the Registrant for which indemnification is sought.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for unlawful payments of dividends or unlawful stock purchases, redemptions or other distributions, or (iv) for any transaction from which the director derived an improper personal benefit. The Registrant's certificate of incorporation provides for such limitation of liability.

Item 21. Exhibits and Financial Statement Schedules.

(a) Exhibits

The following exhibits are included in this registration statement on Form S-4:

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of August 3, 2020, by and among GTCR-Ultra Holdings, LLC, GTCR-Ultra Holdings II, LLC, FinTech III Merger Sub Corp., FinTech Acquisition Corp. III, FinTech Acquisition Corp. III Parent Corp., GTCR/Ultra Blocker, Inc., and GTCR Fund XI/C LP (incorporated by reference to Annex A of the definitive Proxy Statement/Prospectus (File No. 001-38744) filed with the SEC on September 23, 2020).
3.1	Amended and Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 of the Form 8-K (File No. 001-39627) filed with the SEC on October 22, 2020).
3.2	Amended and Restated Bylaws of the Company (incorporated by reference to Exhibit 3.2 of the Form 8-K (File No. 001-39627) filed with the SEC on October 22, 2020).
4.1	Specimen Common Stock Certificate (incorporated by reference to Exhibit 4.1 to the Registration Statement on Form S-4 (File No. 333-240410) filed by FinTech Acquisition Corp. III Parent Corp. on September 21, 2020).
4.2	Form of Specimen Warrant Certificate (incorporated by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-1 (File No. 333-254286) filed by the Company on March 15, 2021).
4.3	Warrant Agreement, dated November 15, 2018, among Continental Stock Transfer & Trust Company and FinTech Acquisition Corp. III (incorporated by reference to Exhibit 4.1 of FinTech Acquisition Corp. III's Current Report on Form 8-K (File No. 001-38744) filed by FinTech Acquisition Corp. III on November 21, 2018).
5.1**	Opinion of Kirkland & Ellis LLP
8.1**	Tax Opinion of Kirkland & Ellis LLP
10.1	Employment Agreement, dated October 16, 2020, among the Company, Paya, Inc. and Jeffrey Hack (incorporated by reference to Exhibit 10.8 to the Company's Form 8-K (File No. 001-39627) filed with the SEC on October 22, 2020).
10.2	Employment Agreement, dated October 16, 2020, among the Company, Paya, Inc. and Glenn Renzulli (incorporated by reference to Exhibit 10.9 to the Company's Form 8-K (File No. 001-39627) filed with the SEC on October 22, 2020).
10.3	Form of the Company's Omnibus Incentive Plan (incorporated by reference to Annex B to the definitive Proxy Statement/Prospectus (File No. 333-240410) filed with the SEC on September 23, 2020).
10.4	Credit Agreement, dated June 25, 2021, among Paya Holdings III, LLC, as parent borrower, Paya, Inc., as borrower, Paya Holdings II, LLC, as holdings, Credit Suisse AG, Cayman Islands Branch, as administrative agent, collateral agent and L/C issuer, and the other lenders and L/C issuers party thereto (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K (File No. 001-39627) filed with the SEC on June 28, 2021).

Exhibit No.	Description
10.5	Director Nomination Agreement, dated as of October 16, 2020, by and among the Company, GTCR-Ultra Holdings, LLC, GTCR Fund XI/B LP and GTCR Fund XI/C LP (incorporated by reference to Exhibit 10.3 to the Company's Form 8-K (File No. 001-39627) filed with the SEC on May 26, 2021).
10.6	Form of Director/Officer Indemnification Agreement (incorporated by reference to Exhibit 10.7 to the Company's Form 8-K (File No. 001-39627) filed with the SEC on October 22, 2020).
10.7	Registration Rights Agreement, dated October 16, 2020, by and among FinTech Acquisition Corp. III Parent Corp. and certain stockholders of Parent (incorporated by reference to Exhibit 10.1 to Paya Holdings Inc.'s Form 8-K (File No. 001-39627) filed with the SEC on October 22, 2020).
10.8	Sponsor Support Agreement dated August 3, 2020, by and among FinTech Acquisition Corp. III, GTCR-Ultra Holdings II, LLC, FinTech Acquisition Corp. III Parent Corp., GTCR-Ultra Holdings, LLC and certain stockholders of FinTech Acquisition Corp. III (incorporated by reference to Exhibit 10.1 of FinTech Acquisition Corp. III's Current Report on Form 8-K (File No. 001-38744) filed with the SEC on August 3, 2020).
10.9	Tax Receivable Agreement, dated as of October 16, 2020, by and among FinTech Acquisition Corp. III Parent Corp., GTCR-Ultra Holdings, LLC, GTCR Ultra-Holdings II, LLC, GTCR/Ultra Blocker, Inc., a Delaware corporation and GTCR Fund XI/C LP (incorporated by reference to Exhibit 10.4 to Paya Holdings Inc.'s Form 8-K (File No. 001-39627) filed with the SEC on October 22, 2020).
10.10	Form of PIPE Subscription Agreement (incorporated by reference to Exhibit 10.2 of FinTech Acquisition Corp. III's Current Report on Form 8-K (File No. 001-38744) filed with the SEC on August 3, 2020).
10.11**	Form of Dealer Manager Agreement
10.12*	Amended and Restated Tender and Support Agreement, dated as of August 24, 2021, by and between the Company and Riverview Group LLC
21.1	Subsidiaries of the Registrant (incorporated by reference to Exhibit 21.1 to Paya Holding Inc.'s Form 10-K (File No. 001-39627) filed with the SEC on March 8, 2021).
23.1*	Consent of Independent Registered Public Accounting Firm – Ernst & Young LLP
23.2**	Consent of Kirkland & Ellis LLP (included in Exhibit 5.1)
23.3**	Consent of Kirkland & Ellis LLP (included in Exhibit 8.1)
24.1**	Power of Attorney
99.1**	Form of Letter of Transmittal and Consent
99.2**	Form of Notice of Guaranteed Delivery
99.3**	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees
99.4**	Form of Letter to Clients of Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees

* Filed herewith.

** Previously filed.

Item 22. Undertakings.

- (a) The undersigned Registrant hereby undertakes:
- (1) To file, during any period during which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) to include any prospectus required by section 10(a)(3) of the Securities Act of 1933;
 - (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) (§230.424(b) of this chapter) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
 - (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.
 - (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
 - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
 - (4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.
 - (5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
 - (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
 - (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
 - (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
 - (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.
- (b) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.
- (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on August 24, 2021.

PAYA HOLDINGS INC.

By: /s/ Glenn Renzulli
 Name: Glenn Renzulli
 Title: Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities, in the locations and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
* <u>Jeffrey Hack</u>	Chief Executive Officer and Director (principal executive officer)	August 24, 2021
/s/ Glenn Renzulli <u>Glenn Renzulli</u>	Chief Financial Officer (principal financial and accounting officer)	August 24, 2021
* <u>Eric Bell</u>	Chief Accounting Officer (principal accounting officer)	August 24, 2021
* <u>Aaron D. Cohen</u>	Chair of the Board	August 24, 2021
* <u>Oni Chukwu</u>	Director	August 24, 2021
* <u>Michael J. Gordon</u>	Director	August 24, 2021
* <u>Christine Larsen</u>	Director	August 24, 2021
* <u>Kalen James (KJ) McConnell</u>	Director	August 24, 2021
* <u>Collin E. Roche</u>	Director	August 24, 2021
* <u>Anna May Trala</u>	Director	August 24, 2021
* <u>Stuart Yarbrough</u>	Director	August 24, 2021

* The undersigned, by signing his name hereto, does execute this Amendment No. 1 to the Registration Statement on Form S-4 on behalf of the above-named officers and directors of the Registrant pursuant to the Power of Attorney executed by such officers and/or directors on the signature page to the Registration Statement previously filed on August 13, 2021.

By: /s/ Glenn Renzulli
 Name: Glenn Renzulli
 Title: Attorney-In-Fact

AMENDED AND RESTATED TENDER AND SUPPORT AGREEMENT

AMENDED AND RESTATED TENDER AND SUPPORT AGREEMENT (this “**Agreement**”), dated as of August 24, 2021, by and among Paya Holdings Inc., a Delaware corporation (the “**Company**”), and each of the persons listed on Schedule A hereto (collectively, the “**Public Warrant Holders**,” and each a “**Public Warrant Holder**”).

WITNESSETH:

WHEREAS, the Company and the Public Warrant Holder entered into a Tender and Support Agreement on August 13, 2021 and now desire to amend and restate the same;

WHEREAS, as of the date hereof, each Public Warrant Holder is the beneficial owner of warrants sold as part of the units in the initial public offering (the “**IPO**”) (whether they were purchased in the IPO or thereafter in the open market) of FinTech Acquisition Corp. III (“**FinTech**”) (the “**Public Warrants**”);

WHEREAS, as of the date hereof, there are a total of 17,664,945 Public Warrants outstanding;

WHEREAS, as of the date hereof, there are 50,000 outstanding private placement warrants that were issued pursuant to certain subscription agreements in a private placement transaction in connection with the consummation of the IPO (the “**Private Placement Warrants**,” and together with the Public Warrants, the “**Warrants**”);

WHEREAS, on October 16, 2020, the Company completed its business combination with FinTech, and in connection therewith the Company was renamed Paya Holdings Inc.;

WHEREAS, each Public Warrant entitles its holder to purchase one share of common stock, par value \$0.001 per share (the “**Common Stock**”), of the Company, for a purchase price of \$11.50, subject to certain adjustments;

WHEREAS, on August 13, 2021, the Company initiated an exchange offer (the “**Exchange Offer**”) pursuant to a registration statement on Form S-4 filed with the Securities and Exchange Commission on the same date (as may be amended and supplemented, the “**Registration Statement**”), to offer all Warrant holders, including the Public Warrant Holders, the opportunity to exchange their Warrants for shares of Common Stock, based on an exchange ratio of 0.260 shares of Common Stock per Warrant and subject to other terms and conditions to be disclosed in the Registration Statement, which exchange ratio and other terms and conditions will be the same for the Public Warrants and the Private Placement Warrants;

WHEREAS, concurrent with the Exchange Offer and as part of the Registration Statement, the Company initiated a consent solicitation (the “**Solicitation**”) to solicit the consent of the holders of the Public Warrants to amend, effective upon the completion of the Exchange Offer, the terms of the Warrant Agreement (the “**Warrant Agreement**”), dated November 15, 2018, by and between FinTech and Continental Stock Transfer & Trust Company, as warrant agent (the “**Warrant Amendment**”), which governs all of the Warrants, to permit the Company to require that each Warrant that is outstanding upon the closing of the Exchange Offer be converted into 0.234 shares of Common Stock, which is a ratio of 10% less than the exchange ratio applicable to the Exchange Offer, as more fully described in the Registration Statement; and

WHEREAS, as an inducement to the Company's willingness to initiate and continue the Exchange Offer and the Solicitation, each Public Warrant Holder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

Section 1.01 Agreement to Tender. Each Public Warrant Holder shall validly tender or cause to be tendered to the Company all Public Warrants beneficially owned by such Public Warrant Holder as of August 13, 2021, free and clear of all liens, pursuant to and in accordance with the terms of the Exchange Offer as described in the Registration Statement no later than the scheduled or extended expiration time of the Exchange Offer at a ratio of 0.260 shares of Common Stock per Public Warrant. For the avoidance of doubt, nothing in this Agreement shall restrict the Public Warrant Holder from acquiring additional Warrants subsequent to the date hereof and such additional Warrants shall not be subject to the terms of this Agreement.

Section 1.02 Agreement to Consent. Each Public Warrant Holder shall deliver to the Company its timely consent with respect to the Solicitation with respect to all of such Public Warrant Holder's Public Warrants in accordance with the terms and conditions of the Solicitation as described in the Registration Statement.

Section 1.03 Ownership of Public Warrants. Each Public Warrant Holder represents and warrants to the Company, as of the date hereof and as of the date of tender of such Public Warrant Holder's Public Warrants in accordance with this Agreement, that such Public Warrant Holder is the sole beneficial owner of the number of Public Warrants set forth opposite such Public Warrant Holder's name on Schedule A, and has good and marketable title to such Public Warrants free and clear of any liens, options, rights, or any other encumbrances, limitations or restrictions whatsoever (other than liens imposed under typical prime brokerage agreements and those restrictions imposed by applicable securities laws, this Agreement and the Warrant Agreement). Each Public Warrant Holder shall not transfer any Public Warrants to any person (other than the Company in connection with the Exchange Offer) unless such person acquiring such Public Warrants signs a joinder to this Agreement agreeing to be bound by all terms and conditions of this Agreement.

Section 1.04 Company Covenants. The Company commenced the Exchange Offer and Solicitation on August 13, 2021, and agrees to take all steps necessary to update the Registration Statement as required by applicable laws and regulation, and that the Registration Statement, when declared effective, will comply with all applicable Securities and Exchange Commission requirements.

Section 1.05 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 1.06 Termination. This Agreement shall terminate as to all Public Warrant Holders, upon written notice to all the Public Warrant Holders by the Company, or upon the earlier of (i) the date the Company's board of directors or a committee thereof determines to no longer pursue the Exchange Offer and the Solicitation and (ii) October 30, 2021.

Section 1.07 Public Warrant Holder Obligations Several and Not Joint. The obligations of each Public Warrant Holder hereunder shall be several and not joint, and no Public Warrant Holder shall be liable for any breach of the terms of this Agreement by any other Public Warrant Holder.

Section 1.08 Governing Law. The validity, interpretation, and performance of this Agreement and of the Warrants shall be governed in all respects by the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The Company hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Agreement 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. The Company hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

Section 1.09 Counterparts. This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, if any, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf," "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

COMPANY:

PAYA HOLDINGS INC.

By: /s/ Glenn Renzulli

Name: Glenn Renzulli

Title: Chief Financial Officer

[Signature Page – Amended and Restated Tender and Support Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

HOLDER:

Riverview Group LLC

By: Integrated Holding Group LP, its Managing Member

By: Millennium Management LLC, its General Partner

/s/ Mark Meskin

Name: Mark Meskin

Title: Chief Trading Officer

[Signature Page – Amended and Restated Tender and Support Agreement]

Schedule A

Name of Public Warrant Holder	Number of Public Warrants
Riverview Group LLC	11,157,400

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated March 8, 2021, included in Amendment No. 1 to the Registration Statement (Form S-4 No. 333-258781) and related Prospectus of Paya Holdings Inc. for the registration of 4,605,885 shares of its common stock.

/s/ Ernst & Young LLP

Tysons, Virginia
August 24, 2021