
Section 1: 8-K (8-K)

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): June 2, 2018

Triumph Bancorp, Inc.
(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

001-36722
(Commission File No.)

20-0477066
(I.R.S. Employer Identification No.)

12700 Park Central Drive, Suite 1700
Dallas, Texas
(Address of principal executive offices)

75251
(Zip Code)

(214) 365-6900
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

- 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-2b)
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4c)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2).

Emerging growth company

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

Item 8.01. Other Events.

On June 2, 2018, Advance Business Capital LLC (“Purchaser”), a Delaware limited liability company and an indirect wholly owned subsidiary of Triumph Bancorp, Inc., a Texas corporation (the “Company”), completed its previously announced transaction to acquire substantially all of the operating assets of, and assume certain liabilities associated with, Interstate Capital Corporation’s (“ICC”) accounts receivable factoring business and other related financial services for a premium of approximately \$35.5 million in cash pursuant to the terms of the Asset Purchase Agreement (the “Purchase Agreement”), by and among the Company (solely for purposes of certain specified sections of the Purchase Agreement), Purchaser, ICC, and certain affiliates and shareholders of ICC (together with ICC, the “Sellers”). Pursuant to and subject to the terms of the Purchase Agreement, an additional earnout of up to \$22 million may be payable to the Sellers on the 30-month anniversary of the closing.

In connection with the closing of the transaction contemplated in the Purchase Agreement, the Company (solely for purposes of certain specified sections of the Purchase Agreement), Purchaser and Sellers entered into a closing letter agreement (the “Closing Letter Agreement”).

The descriptions of the Asset Purchase Agreement and the Closing Letter Agreement contained in this Item 8.01 do not purport to be complete and are qualified in their entirety by reference to the Asset Purchase Agreement, a copy of which was filed as Exhibit 2.3 to the Company's Current Report on 8-K filed on April 9, 2018, and is incorporated in this Current Report on Form 8-K by reference, and the Closing Letter Agreement, a copy of which is filed as Exhibit 2.2 to this Current Report on Form 8-K.

On June 4, 2018, the Company issued a press release announcing the completion of the acquisition. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
2.1	<u>Asset Purchase Agreement, dated as of April 9, 2018, by and among Triumph Bancorp, Inc., Advance Business Capital LLC, Interstate Capital Corp and certain affiliates and shareholders of ICC incorporated by reference to Exhibit 2.3 to Form 8-K filed with the SEC on April 9, 2018*</u>
2.2	<u>Closing Letter Agreement, dated as of June 2, 2018, as an amendment to Asset Purchase Agreement, dated as of April 9, 2018, by and among Triumph Bancorp, Inc., Advance Business Capital LLC, Interstate Capital Corporation, and certain affiliates and shareholders of ICC*</u>
99.1	<u>Press release, dated June 4, 2018</u>

*The schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K and will be provided to the SEC upon request.

EXHIBIT INDEX

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*The schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K and will be provided to the SEC upon request.

SIGNATURE

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

TRIUMPH BANCORP, INC.

By: /s/ Adam D. Nelson

Name: Adam D. Nelson

Title: Executive Vice President and General Counsel

Date: June 4, 2018

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Section 2: EX-2.2 (EX-2.2)

Exhibit 2.2

Execution Version

**Advance Business Capital LLC
c/o Triumph Bancorp, Inc.
12700 Park Central Drive
Suite 1700
Dallas, Texas 75251**

June 2, 2018

Interstate Capital Corporation
BidPay, Inc.
Check Freight Brokers, LLC
Interstate Business Capital
Factoring Company Guide, LLC
Clifford R. Eisenberg
Anthony B. Furman
Louis Cohen
Ernest Eisenberg
American Finance and Investment Co., Inc.
AFIC II, Inc.
c/o American Finance and Investment Co., Inc.
2211 E. Missouri, Suite 200
El Paso, Texas 79903

Attention: Clifford R. Eisenberg

Gentlemen:

Reference is made to that certain that certain Asset Purchase Agreement, dated as of April 9, 2018 (the "Agreement"), by and among Advance Business Capital LLC, a Delaware limited liability company ("Purchaser"), Triumph Bancorp, Inc., a Texas corporation ("Purchaser Parent"), Interstate Capital Corporation, a New Mexico corporation ("ICC"), BidPay, Inc., a Texas corporation ("Bidpay"), Check Freight Brokers, LLC, a Texas limited liability company ("Check Freight"), Interstate Business Capital, a California Corporation ("IBC"), Factoring Company Guide, LLC, a Texas limited liability company ("Factoring Company Guide," and together with, ICC, Bidpay, Check Freight, IBC and, in their capacities as transferors of assets under the Agreement, the Individual Sellers, "Sellers"), Clifford R. Eisenberg, Anthony B. Furman, Louis Cohen, Ernest Eisenberg, American Finance and Investment Co., Inc., a Texas corporation ("AFIC") and AFIC II, Inc., a Texas corporation

("AFIC II"). Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Agreement.

The purpose of this letter agreement is to set forth our mutual understanding with respect to certain matters in connection with the consummation of the transactions contemplated by the Agreement. The Parties to this letter agreement hereby acknowledge and agree, for and in consideration of the mutual agreements herein contained, the benefits to be derived by each Party, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as follows:

1. **Amendment to Exhibit A to the Agreement.** “Exhibit A – Earnout Index Calculation Methodology” to the Agreement is hereby deleted in its entirety and replaced by “Exhibit A – Earnout Index Calculation Methodology” set forth on Annex A attached hereto.
2. **Estimated Closing Statement.** The Estimated Closing Statement shall be as set forth on Annex B attached hereto.
3. **Amendments to Schedules to the Agreement.** “Schedule 2.2(a)(viii) – Canadian Bank Accounts,” “Schedule 2.2(a)(ix) – Transferred Bank Accounts” and “Schedule 2.3(a)(iii) – Excluded Personal Property” to the Agreement are hereby deleted in their entirety and replaced by Schedule 2.2(a)(viii) – Canadian Bank Accounts,” “Schedule 2.2(a)(ix) – Transferred Bank Accounts” and “Schedule 2.3(a)(iii) – Excluded Personal Property” set forth on Annex C attached hereto.
4. **Amendment to Attachment 4.17(1) of the Seller Disclosure Schedules.** Pursuant to and in accordance with Section 8.1 (a) of the Agreement, “Attachment 4.17(1) of the Seller Disclosure Schedule – Employee Census as of April 1, 2018” is hereby deleted in its entirety and replaced by “Attachment 4.17(1) of the Seller Disclosure Schedule – Employee Census as of May 30, 2018” set forth on Annex D attached hereto.
5. **Amendment to Section 2.4(a) of the Agreement.** Section 2.4(a) of the Agreement is hereby amended to replace the “; and” with “;” and to add new subsections (iv) and (v):

“(iv) all liabilities arising out of the unapplied cash balances reflected on the Closing Statement; provided that in no event shall such liabilities, individually or in the aggregate, exceed the amount of unapplied cash balances reflected on the Closing Statement; and

(v) all liabilities arising out of the non-factored funds reflected on the Closing Statement; provided that in no event shall such liabilities, individually or in the aggregate, exceed the amount of non-factored funds reflected on the Closing Statement.”

6. **Amendment to Section 2.5(a)(iii) of the Agreement.** Section 2.5(a)(iii) of the Agreement is hereby amended and restated in its entirety as follows:

“all liabilities arising out of any unapplied cash balances or non-factored funds prior to or as of the Closing Date to the extent not assumed by Purchaser pursuant to Sections 2.4(a)(iv) and (v);”
7. **Amendment to Section 3.4(a) of the Agreement.** Section 3.4(a) of the Agreement is hereby amended and restated in its entirety as follows:

“For purposes of this Agreement, “At Risk Client Balances” means, as of the Closing Date, up to \$2,300,000 (measured on the basis of net funds employed) of any accounts determined by Purchaser to be doubtful accounts as identified in writing by Purchaser to Sellers within five (5) Business Days after the receipt of the Closing Data Tape.”
8. **Other Excluded Liabilities.** For the avoidance of doubt, all liabilities related to or arising out of Section 4.7(g)(1) of the Seller Disclosure Schedule is an “Excluded Liability” under the Agreement.
9. **Closing.** Subject to the satisfaction or waiver of the conditions to Closing set forth in Article IX of the Agreement, each Party hereby agrees that the Closing shall occur on June 2, 2018, effective as of 12:01 a.m. Mountain time on such date. Each Party hereby further acknowledges and agrees that (i) Sellers shall pay the Total Closing Bonus Payments no later than June 4, 2018; (ii) Sellers shall provide to Purchaser payoff letters in form and substance reasonably satisfactory to Purchaser evidencing repayment of all Funded Indebtedness under the ICC Chase Credit Facility and the AFIC Chase Credit Facility secured by any Acquired Assets and the termination of all Liens on any assets securing any such Funded Indebtedness no later than June 4, 2018; (iii) with respect to the transaction expenses for the Total Closing Bonus Payments and Investment Advisor only, Sellers shall deliver evidence reasonably satisfactory to Purchaser of the payment of such transaction expenses by Sellers no later than June 4, 2018; and (iv) Purchaser shall deliver to Sellers and the administrative agent under the ICC Chase Credit Facility the cash payments required by Section 3.1(b) of the Agreement no later than June 4, 2018. For purposes of this letter agreement, the “AFIC Chase Credit Facility” means all obligations of AFIC for borrowed money including all obligations evidenced by bonds, debentures, notes, mortgages (including chattel mortgages) or other similar instruments payable to JPMorgan Chase Bank.

10. **Specified Client Matter; Specified Client Holdback.** All liabilities related to or arising out of the Specified Client fraud claim are “Excluded Liabilities” under the Agreement. For purposes of the Agreement, (i) “Specified Client” means the client set forth on Annex E attached hereto and (ii) “At Risk Balances – Special” means an amount equal to \$467,814.61 (the “Specified Client Holdback Amount”) deducted from the Base Purchase Price as a result of the Specified Client fraud claim. Subject to this paragraph and Article XI of the Agreement, in the event Purchaser or any of its Affiliates receives a recovery of some or all of the funds sought to be recovered from SunTrust Bank in connection with the Specified Client fraud claim after the Closing up to the amount deducted from the Base Purchase Price as “At Risk Balances – Special” in the Sample Closing Statement, Purchaser agrees to promptly remit (or cause to be promptly remitted) such funds to Sellers to an account designated by Sellers. For the avoidance of doubt, in the event Sellers receive any such recovery directly after the Closing up to the amount deducted from the Base Purchase Price as “At Risk Balances – Special” in the Sample Closing Statement, Sellers shall not be required to remit such funds to Purchaser; provided that (i) Sellers shall promptly notify Purchaser of this fact and (ii) Purchaser shall thereafter have no obligation to remit any Specified Client Holdback Amount up to the amount of such recovery received by Sellers to Sellers. Subject to the following sentence, the procedures set forth in Article XI shall apply to the Specified Client fraud claims. If, prior to SunTrust Bank’s resolution of the Specified Client fraud claim (i.e., its return of funds or determination that it is unable or unwilling to return funds), (i) Specified Client requests that Purchaser remit to Specified Client all or any portion of the Specified Client Holdback Amount and (ii) the Parties, after good faith discussions and consultations, cannot come to a resolution regarding whether to remit such funds to Specified Client, Purchaser shall have the option, at its sole discretion, to either (A) remit the Specified Client Holdback Amount to Specified Client or (B) commence an interpleader action to determine the entitlement to the Specified Client Holdback Amount as between Sellers and Specified Client.

Except as expressly set forth above, all of the terms and conditions of the Agreement shall remain in effect without modification. The provisions of Article XII of the Agreement are incorporated herein by reference and shall be deemed applicable to this letter agreement *mutatis mutandis*.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

ADVANCE BUSINESS CAPITAL LLC

By: /s/ Blaine Waugh

Name: Blaine Waugh

Title: Senior Vice President – Business Development

TRIUMPH BANCORP, INC.

(solely for purposes of Section 12.15 of the Agreement)

By: /s/ Adam Nelson

Name: Adam Nelson

Title: Executive Vice President and General Counsel

Acknowledged and agreed to as of
the date first written above:

INTERSTATE CAPITAL CORPORATION

By: /s/ Clifford R.

Eisenberg

Name: Clifford R. Eisenberg

Title: CEO

BIDPAY, INC.

By: /s/ Clifford R.

Eisenberg

Name: Clifford R. Eisenberg

Title: Director

CHECK FREIGHT BROKERS, LLC

By: /s/ Clifford R.

Eisenberg

Name: Clifford R. Eisenberg

Title: CEO of Interstate Capital Corporation

FACTORING COMPANY GUIDE, LLC

By: /s/ Anthony B. Furman

Name: Anthony Furman

Title: Manager

CLIFFORD R. EISENBERG

By: /s/ Clifford R.

Eisenberg

ANTHONY B. FURMAN

By: /s/ Anthony B. Furman

LOUIS COHEN

By: /s/ Louis Cohen

ERNEST EISENBERG

By: /s/ Ernest Eisenberg

AMERICAN FINANCE AND INVESTMENT CO., INC.

By: /s/ Clifford R.

Eisenberg

Name: Clifford R. Eisenberg

Title: Director

AFIC II, INC.

By: /s/ Clifford R.

Eisenberg

Name: Clifford R. Eisenberg

Title: President

INTERSTATE BUSINESS CAPITAL

By: /s/ Anthony B. Furman

Name: Anthony Furman

Title: Director

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Section 3: EX-99.1 (EX-99.1)

Exhibit 99.1

TRIUMPH BUSINESS CAPITAL COMPLETES ACQUISITION OF THE TRANSPORTATION FACTORING ASSETS OF INTERSTATE CAPITAL CORPORATION

DALLAS, June 4, 2018 (GLOBE NEWSWIRE) -- Triumph Bancorp, Inc. (NASDAQ: TBK) ("Triumph Bancorp") today announced the closing of the acquisition of the transportation factoring assets of Interstate Capital Corporation by Advance Business Capital d/b/a Triumph Business Capital ("Triumph Business Capital").

Triumph Business Capital is a wholly owned subsidiary of TBK Bank, SSB, which is a wholly owned subsidiary of Triumph Bancorp.

The assets acquired include all of the accounts receivable and transportation factoring assets and operations of Interstate Capital Corporation and certain of its affiliates. Following the closing, the acquired operations will continue to be conducted under the Interstate

Capital brand name.

Triumph initially announced its agreement to acquire the transportation factoring assets of Interstate Capital Corporation on April 9, 2018.

ABOUT TRIUMPH BANCORP, INC.

Triumph Bancorp, Inc. (NASDAQ: TBK) is a financial holding company headquartered in Dallas, Texas, with a diversified line of community banking and commercial finance activities. Our bank subsidiary, TBK Bank, SSB, is a Texas-state savings bank offering commercial and consumer banking products focused on meeting client needs in Texas, Colorado, Kansas, Iowa and Illinois. We also serve a national client base through our Triumph Commercial Finance division, which offers factoring, equipment lending, asset based lending, and premium finance solutions for independent insurance agents. We offer discount factoring through Advance Business Capital LLC, d/b/a Triumph Business Capital and insurance through Triumph Insurance Group, Inc.

FORWARD-LOOKING STATEMENTS

This press release may contain forward-looking statements. Any statements about our expectations, beliefs, plans, predictions, forecasts, objectives, assumptions, or future events or performance are not historical facts and may be forward-looking. You can identify forward-looking statements by the use of forward-looking terminology such as "believes," "expects," "could," "may," "will," "should," "seeks," "likely," "intends," "plans," "pro forma," "projects," "estimates," or "anticipates," or the negative of these

words and phrases or similar words or phrases that are predictions of or indicate future events or trends and that do not relate solely to historical matters. You can also identify forward-looking statements by discussions of strategy, plans or intentions. Forward-looking statements involve numerous risks and uncertainties, and you should not rely on them as predictions of future events. Forward-looking statements depend on assumptions, data, or methods that may be incorrect or imprecise, and we may not be able to realize them. We do not guarantee that the transactions and events described will happen as described (or that they will happen at all). The following factors, among others, could cause actual results and future events to differ materially from those set forth or contemplated in the forward-looking statements: risks relating to our ability to consummate the pending acquisitions of First Bancorp of Durango, Inc. and Southern Colorado Corp., and our recently completed acquisition of the operating assets of Interstate Capital Corporation and certain of its affiliates, including the possibility that the expected benefits related to the acquisitions may not materialize as expected; of the pending acquisitions not being timely completed, if completed at all; that prior to the completion of the pending acquisitions, the targets' businesses could experience disruptions due to transaction-related uncertainty or other factors making it more difficult to maintain relationships with employees, customers, other business partners or governmental entities, difficulty retaining key employees; and of the parties' being unable to successfully implement integration strategies or to achieve expected synergies and operating efficiencies within our management's expected timeframes or at all; business and economic conditions generally and in the bank and non-bank financial services industries, nationally and within our local market area; our ability to mitigate our risk exposures; our ability to maintain our historical earnings trends; risks related to the integration of acquired businesses (including our pending acquisitions of First Bancorp of Durango, Inc. and Southern Colorado Corp., our recently completed acquisition of the operating assets of Interstate Capital Corporation and certain of its affiliates, and our prior acquisitions of Valley Bancorp, Inc. and nine branches from Independent Bank in Colorado) and any future acquisitions; our ability to successfully identify and address the risks associated with our recent, pending and possible future acquisitions, and the risks that our prior and planned future acquisitions make it more difficult for investors to evaluate our business, financial condition and results of operations, and impairs our ability to accurately forecast our future performance; changes in management personnel; interest rate risk; concentration of our factoring services in the transportation industry; credit risk associated with our loan portfolio; lack of seasoning in our loan portfolio; deteriorating asset quality and higher loan charge-offs; time and effort necessary to resolve nonperforming assets; inaccuracy of the assumptions and estimates we make in establishing reserves for probable loan losses and other estimates; lack of liquidity; fluctuations in the fair value and liquidity of the securities we hold for sale; impairment of investment securities, goodwill, other intangible assets, or deferred tax assets; our risk management strategies; environmental liability associated with our lending activities; increased competition in the bank and non-bank financial services industries, nationally, regionally, or locally, which may adversely affect pricing and terms; the accuracy of our financial statements and related disclosures; material weaknesses in our internal control over financial reporting; system failures or failures to prevent breaches of our network security; the institution and

outcome of litigation and other legal proceedings against us or to which we become subject; changes in carry-forwards of net operating losses; changes in federal tax law or policy; the impact of recent and future legislative and regulatory changes, including changes in banking, securities, and tax laws and regulations, such as the Dodd-Frank Wall Street Reform and Consumer Protection Act and their application by our regulators; governmental monetary and fiscal policies; changes in the scope and cost of the Federal Deposit Insurance Corporation insurance and other coverages; failure to receive regulatory approval for future acquisitions; and increases in our capital requirements.

While forward-looking statements reflect our good-faith beliefs, they are not guarantees of future performance. All forward-looking statements are necessarily only estimates of future results. Accordingly, actual results may differ materially from those expressed in or contemplated by the particular forward-looking statement, and, therefore, you are cautioned not to place undue reliance on such statements. Any forward-looking statement is qualified in its entirety by reference to the matters discussed in this press release. Further, any forward-looking statement speaks only as of the date on which it is made, and we undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events or circumstances, except as required by applicable law. For a further discussion of these and other factors that could impact our future results, performance, or transactions, see the section entitled "Risk Factors" in the most recent Annual Report on Form 10-K filed by us with the Securities and Exchange Commission.

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Triumph Investor Relations:

Luke Wyse

Senior Vice President, Finance & Investor Relations

lwyse@tbkbank.com | 214-365-6936

Triumph Media Contact:

Amanda Tavackoli

Senior Vice President, Marketing & Communication

atavackoli@tbkbank.com | 214-365-6930

Source: Triumph Bancorp, Inc.

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