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): August 9, 2017 (August 9, 2017)

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

Delaware	001-35462	26-4532998
(State of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

8500 Governor's Hill Drive
Symmes Township, Ohio 45249
(Address of principal executive offices, including zip code)

(513) 900-5250
(Registrant's telephone number, including area code)

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 (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 1.01 Entry into a Material Definitive Agreement.

On August 9, 2017, Vantiv, Inc., a Delaware corporation ("Vantiv") issued an announcement (the "Rule 2.7 Announcement") pursuant to Rule 2.7 of the United Kingdom City Code on Takeovers and Mergers disclosing the terms of a recommended offer (the "Offer") by Vantiv to acquire the entire issued and to be issued shares of Worldpay Group plc, a public limited company registered in England and Wales ("Worldpay"), in a cash and stock transaction (the "Business Combination"). In connection with the Business Combination, (i) Vantiv, Vantiv UK Limited, a private limited company registered in England and Wales and a wholly owned subsidiary of Vantiv ("Vantiv UK"), and Worldpay entered into a Co-operation Agreement (the "Co-operation Agreement"), (ii) Vantiv, LLC, a Delaware limited liability company and a wholly owned subsidiary of Vantiv ("Vantiv LLC"), has entered into certain agreements (the "Financing Documents") to amend that certain Amended and Restated Loan Agreement, dated as of October 14, 2016 (as further amended on August 7, 2017, the "Original Loan Agreement"), by and among Vantiv LLC, as borrower, the various lenders from time to time party thereto (the "Lenders"), JPMorgan Chase Bank, N.A., as administrative agent for the lenders and the other agents party thereto, pursuant to which, subject to the conditions set forth therein, certain lenders have committed to provide an additional $3.085 billion in incremental term loan facilities and a revolving credit facility under the Original Loan Agreement for the benefit of Vantiv LLC and certain of its subsidiaries, (iii) Vantiv LLC has entered into that certain Bridge Commitment Letter, dated August 9, 2017 and that certain Bridge Fee Letter, dated August 9, 2017 with the lenders or agents party thereto (the "Bridge Lenders"), under which certain lenders have committed to make available to Vantiv LLC a new unsecured bridge loan facility in an amount up to $1.13 billion subject to the satisfaction of the conditions set forth therein and (iv) Vantiv LLC has entered into that certain Backstop Commitment Letter, dated August 9, 2017 and that certain Backstop Fee Letter, dated August 9, 2017 with Morgan Stanley Senior Funding, Inc. and the other commitment parties party thereto, under which certain lenders and agents are willing to make available to Vantiv LLC new backstop loan facilities, subject to the terms and conditions set forth therein.

Rule 2.7 Announcement

Pursuant to the Offer, for each Worldpay share, Worldpay shareholders will receive 55 pence in cash and 0.0672 of a new share of Class A common stock of Vantiv ("Vantiv Stock") by means of a court-sanctioned scheme of arrangement (the "Scheme") between Worldpay and Worldpay shareholders under the UK Companies Act of 2006, as amended (the "Companies Act"). The transaction values each Worldpay share at 397 pence based on Vantiv's closing share price of $65.06 as of 5:00 p.m. on August 8, 2017, and an exchange rate of U.S. $1.2967:£1 on that date, representing an enterprise value of Worldpay of $12.0 billion. Vantiv and Worldpay shareholders would be expected to own approximately 57% and 43%, respectively, of all outstanding shares of Vantiv Stock upon closing of the Business Combination.

In addition, Worldpay shareholders would also be entitled to receive an interim dividend of 0.8 pence per share of Worldpay, which would be paid to Worldpay shareholders on September 29, 2017, and a special dividend of 4.2 pence per Worldpay ordinary share, which would be conditional on completion of the Business Combination and would be paid to Worldpay shareholders on the register of members of Worldpay at the scheme record time. Vantiv would also seek a secondary standard listing on the Main Market of the London Stock Exchange in relation to the new shares of Vantiv Stock following completion of the Business Combination. The Business Combination would also include a mix and match facility allowing Worldpay shareholders to elect, subject to offsetting elections, to vary the proportions in which they receive shares of Vantiv Stock and cash in respect of their holdings in Worldpay shares.

Following completion of the Business Combination, Cincinnati, Ohio will be the global and corporate headquarters of the combined company, and London, UK will be the combined company's international headquarters.

Effective upon completion of the Business Combination, the combined company will amend its governance documents to adopt the "Worldpay" name.

Upon completion of the Business Combination, Charles Drucker will be the Executive Chairman and Co-Chief Executive Officer of the combined company, and reporting to Mr. Drucker will be Co-Chief Executive Officer Philip Jansen and Chief Financial Officer Stephanie Ferris. Additional members of the Combined Company's executive team reporting to Mr. Drucker and Mr. Jansen will be announced at a later date. Also upon completion of the Business Combination, Sir Michael Rake, Worldpay's current Chairman, will be the Lead Director of the combined company's board of directors, and Jeffrey Stiefler, Vantiv's current Chairman, will continue to serve as an independent director on the combined company's board. At the effective time of the Business Combination, the board of directors of the combined company will consist of eight persons currently serving on the Vantiv board of directors (including Messrs. Drucker and Stiefler) and five persons currently serving on the Worldpay board of directors (including Mr. Jansen and Sir Michael Rake).

The Business Combination will be subject to conditions and certain further terms, including, among other things: (i) the approval of the Scheme by a majority in number of Worldpay shareholders also representing not less than 75% in value of the Worldpay shareholders, in each case present at the Worldpay shareholders' meeting; (ii) the sanction of the Scheme by the High Court of Justice in England and Wales; (iii) the Scheme becoming effective no later than March 31, 2018; (iv) the issuance of the new shares of Vantiv Stock to Worldpay shareholders in connection with the Business Combination being duly approved by the affirmative vote of the majority of the votes cast at the Vantiv stockholders meeting; and (v) the receipt of certain required antitrust, regulatory and other approvals. The conditions to the Business Combination are set out in full in the Rule 2.7 Announcement. It is expected that, subject to the satisfaction or waiver of all relevant conditions, the Business Combination will be completed in the first quarter 2018.

Vantiv reserves the right, subject to the prior consent of the U.K. Panel on Takeovers and Mergers (the "Panel") and the Co-operation Agreement, to elect to implement the Business Combination by way of a takeover offer (as such term is defined in the Companies Act).

Co-operation Agreement

On August 9, 2017, Vantiv, Vantiv UK, and Worldpay entered into the Co-operation Agreement, pursuant to which the parties agreed to jointly determine the strategy for obtaining the regulatory and other clearances necessary for, and satisfying the regulatory conditions to the Business Combination (the "Clearances").

The parties agree to provide each other with such information and assistance as each may reasonably require for the purposes of obtaining all Clearances and making any submission, filing or notification to any regulatory authority.

Pursuant to the Co-operation Agreement, Vantiv is required to use all reasonable endeavors in order to obtain the Clearances as soon as reasonably practicable. However, neither Vantiv nor Vantiv UK is required to agree to any undertaking, commitment and/or assurance as a condition of obtaining any Clearance or divest, sell or otherwise dispose of any of its existing assets or businesses.

The Co-operation Agreement addresses certain other matters, as set forth therein.

Financing Documents

On October 14, 2016, Vantiv LLC entered into the Original Loan Agreement by and among Vantiv LLC and the lenders thereunder, effected pursuant to an amendment and restatement agreement, dated as of October 14, 2016, by and among Vantiv LLC, Vantiv Holding, LLC, a majority-owned subsidiary of Vantiv ("Vantiv Holding"), certain other

subsidiaries of Vantiv LLC, as guarantors, JPMorgan Chase Bank, N.A. as the administrative agent (the "Administrative Agent") and the other lenders party thereto, which governs Vantiv LLC's existing $2.4 billion term A loans, $761 million term B loans and $650 million revolving credit facility. The Original Loan Agreement was further amended on August 7, 2017 to provide Vantiv LLC with commitments to fund an additional $1.270 billion seven-year term B loans, the proceeds of which will be used as described in the 8-K filed on August 7, 2017 (the Original Loan Agreement, as so amended, the "Existing Loan Agreement").

On August 9, 2017, Vantiv LLC executed an amendment, dated August 9, 2017 (the "Incremental Amendment"), to the Existing Loan Agreement (as amended by the Incremental Amendment, the "Loan Agreement") with various financial institutions and their affiliates. The Incremental Amendment provides Vantiv LLC with commitments to fund $1.605 billion of additional five-year term A loans, $1.129 billion of additional seven-year term B loans, and $350.0 million of additional revolving credit commitments. The proceeds of the commitments provided under the Incremental Amendment will be used to, among other things, provide the cash consideration for the Business Combination, to refinance existing debt of Worldpay, to pay fees and expenses in connection with the foregoing and for working capital and general corporate purposes. The obligations of the lenders party to the Incremental Amendment to provide the increased debt financing contemplated thereunder are subject to the consummation of the Business Combination and the customary "certain funds" conditions.

Borrowings under the Incremental Agreement will be subject to customary "certain funds" provisions consistent with the United Kingdom City Code on Takeovers and Mergers. Such provisions apply until the date that is the earlier of (i) March 31, 2018 or (ii) the date on which the scheme or offer under the United Kingdom City Code on Takeovers and Mergers with respect to the Business Combination has lapsed or been terminated or withdrawn (the "Certain Funds Period"). During the Certain Funds Period, if certain material events of default under the Loan Agreement occur, the commitments under the Incremental Amendment may be terminated.

Borrowings under the Loan Agreement will bear interest at a rate per annum equal to, at Vantiv LLC's option, (i) the 1-week, 1, 2, 3 or 6 month, or, subject to availability, 12 month LIBOR rate plus a margin or (ii) a base rate plus a margin. With respect to its term A loans and its revolving credit loans, the margin added to LIBOR or the base rate will depend on Vantiv LLC's leverage ratio from time to time.

The Loan Agreement contains customary representations and warranties, events of default and covenants for a transaction of this type, including, among other things, covenants that restrict the ability of Vantiv LLC and its subsidiaries to incur certain additional indebtedness, create or prevent certain liens on assets, engage in certain mergers or consolidations, engage in asset dispositions, declare or pay dividends and make equity redemptions or restrict the ability of its subsidiaries to do so, make loans and investments, enter into transactions with affiliates, enter into sale-leaseback transactions or make voluntary payments, amendments or modifications to subordinate or junior indebtedness. The Loan Agreement also requires Vantiv LLC to maintain for the benefit of the holders of the term A loans and revolving credit commitments only, a maximum leverage ratio of 5.50 to 1.00 prior to December 31, 2017, 4.75 to 1.00 on and after December 31, 2017 and 4.25 to 1.00 on and after December 31, 2018, and a minimum interest coverage ratio of 4.00 to 1.00 at all times.

If an event of default under the Loan Agreement occurs, the commitments under the Loan Agreement may be terminated and the principal amount outstanding thereunder, together with all accrued unpaid interest and other amounts owed thereunder, may be declared immediately due and payable, subject to limitations with regard to the rights of the holders of the term B loans in the event of a violation of the financial covenants described above.

In addition, on August 9, 2017, Vantiv LLC, Morgan Stanley Senior Funding, Inc. and/or an affiliate thereof ("Morgan Stanley"), as administrative agent for the Bridge Lenders, Credit Suisse AG (acting through such of its affiliates or branches as it deems appropriate, "CS"), Credit Suisse Securities (USA) LLC ("CS Securities" and, together with CS and their respective affiliates, "Credit Suisse") and The Bank of Tokyo-Mitsubishi UFJ, Ltd., a member of MUFG, a global financial group ("MUFG") entered into a Bridge Commitment Letter and that certain Bridge Fee Letter (together, the "Bridge Documents"), pursuant to which, subject to the satisfaction of the conditions set forth therein, the lenders thereunder (the "Bridge Lenders") agreed to provide an up to $1.13 billion bridge term loan facility for the benefit of Vantiv LLC and certain of its subsidiaries.

Pursuant to the Bridge Documents, to the extent funded, the bridge loans that will be made available will mature on the first anniversary of the initial funding thereof, which such initial funding will not occur until the closing of the Business Combination. If any bridge loans are not repaid on the maturity date (the "Rollover Date"), such bridge loans will be automatically converted into rollover senior unsecured term loans which mature on the seventh anniversary of the Rollover Date. At any time on or after the Rollover Date, Bridge Lenders may elect to exchange rollover senior unsecured term loans for exchange notes of Vantiv LLC.

Vantiv LLC will use the proceeds from the bridge loan to repay or redeem existing third party debt of Worldpay and pay transaction fees and expenses in connection with the Business Combination. Prior to the one-year maturity date thereof, the bridge term loans will bear interest at a rate per annum equal to, at Vantiv LLC's option, the 1, 2, 3 or 6 month LIBOR rate, in each case, plus an increasing margin, and subject to a fixed rate interest cap. Any rollover unsecured term loans and exchange notes will bear interest at such fixed rate interest cap.

The credit agreements documenting the bridge loans and rollover senior unsecured term loans will each contain customary representations and warranties, events of default and covenants for transactions of this type. The indenture governing the exchange notes will contain customary events of default and covenants for transactions of this type.

Each lender under the Loan Agreement and each Bridge Lender and their affiliates have engaged, and may in the future engage, in commercial banking, investment banking or financial advisory transactions with Vantiv LLC and its affiliates in the ordinary course of business, including as underwriters in connection with certain outstanding debt securities of Vantiv LLC. Such lenders, Bridge Lenders and their affiliates have received customary compensation and expenses for these commercial banking, investment banking or financial advisory transactions.

JPMorgan Chase Bank, N.A. is administrative agent and collateral agent under the Loan Agreement.

In addition, on August 9, 2017, Vantiv LLC, MSSF, Credit Suisse, and The Bank of Tokyo-Mitsubishi UFJ, Ltd., a member of MUFG, a global financial group ("MUFG"; and, together with MSSF and Credit Suisse, the "Backstop Lenders") entered into the Backstop Commitment Letter and that certain Backstop Fee Letter (collectively, the "Backstop Commitment Documents"), pursuant to which, subject to the conditions set forth therein, the Backstop Lenders agreed severally, and not jointly, to provide an up to $1.0 billion revolving credit facility, an up to $4.10 billion term A loan facility, and an up to $3.2 billion term B loan facility for the benefit of Vantiv LLC and certain of its subsidiaries. Pursuant to the terms of the Backstop Commitment Documents, the Backstop Lenders committed to (i) enter into a backstop credit agreement (the "Backstop Credit Agreement") in the event that the Loan Agreement is not otherwise amended to effect certain changes thereto (the "Required Amendment"), and (ii) to make the committed amounts available under the Backstop Credit Agreement.

The commitments of the Backstop Lenders to enter into the Backstop Credit Agreement and provide the commitments thereunder expire upon the earliest of (i) the date of the consummation of Business Combination with or without the funding of any loans under the Backstop Credit Agreement, (ii) the date on which the incremental term loans under the Incremental Amendment are funded, (iii) the date of effectiveness of the Required Amendment, (iv) the valid termination of the Business Combination and (v) 11:59 p.m., New York City time, on March 31, 2018.

Other than with respect to certain economic terms described in the Backstop Commitment Documents, the terms of the Backstop Credit Agreement shall be no less favorable to Vantiv LLC than the terms in the Loan Agreement. Vantiv LLC will pay certain customary fees and expenses as described in the Backstop Commitment Documents.

The foregoing summaries of the Business Combination, the Rule 2.7 Announcement, the Co-operation Agreement, the Incremental Amendment, the Bridge Documents, the Backstop Commitment Documents, and the Business Combination contemplated thereby do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Rule 2.7 Announcement, which is attached as Exhibit 2.1 to this Current Report on Form 8-K, the full text of the Co-operation Agreement, which is attached as Exhibit 2.2 to this Current Report on Form 8-K, and the full text of the Incremental Amendment, the Bridge Commitment Letter, and the Backstop Commitment Letter, which are attached as Exhibits 10.1, 10.2 and 10.3, respectively, to this Current Report on Form 8-K, and each of these exhibits is incorporated herein by reference.

Item 2.02 Results of Operations and Financial Condition.

On August 9, 2017, Vantiv issued a press release announcing its financial results for the second quarter ended June 30, 2017. A copy of the press release is furnished as Exhibit 99.1 to this current report and is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On August 9, 2017, Vantiv and Vantiv UK entered into the Financing Documents as described under Item 1.01 above. The description of the Financing Documents set forth in Item 1.01 above is hereby incorporated by reference.

Item 8.01. Other Events.

On August 9, 2017, Vantiv issued a press release announcing the Rule 2.7 Announcement. The press release, filed as Exhibit 99.2 to this Current Report on Form 8-K, is incorporated herein by reference. In addition, on August 9, 2017, Vantiv issued an investor presentation in connection with the Business Combination. A copy of the investor presentation is furnished as Exhibit 99.3 to this current report and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
2.1	Rule 2.7 Announcement dated August 9, 2017
2.2	Co-operation Agreement, dated August 9, 2017, by and among Vantiv, Vantiv UK and Worldpay
10.1	Incremental Amendment, dated as of August 9, 2017, by and among Vantiv LLC and certain financial institutions party thereto as lenders
10.2	Bridge Commitment Letter, dated as of August 9, 2017, by and among Vantiv LLC and financial institutions party thereto as lenders
10.3	Backstop Commitment Letter, dated as of August 9, 2017, by and among Vantiv LLC financial institutions party thereto as lenders
99.1	Press Release, dated August 9, 2017, announcing earnings for second quarter ended June 30, 2017
99.2	Press Release, dated August 9, 2017, announcing Rule 2.7 Announcement
99.3	Investor Presentation dated August 9, 2017

Cautionary Statement Regarding Forward-Looking Statements

This current report contains forward-looking statements that are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in this current report are forward-looking statements including any statements regarding guidance and statements of a general economic or industry specific nature. Forward-looking statements give Vantiv's current expectations and projections relating to Vantiv's financial condition, results of operations, guidance, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "anticipate," "estimate," "expect," "project," "plan," "intend," "believe," "will," "may," "should," "can have," "likely" and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events.

The forward-looking statements contained in this current report are based on assumptions that Vantiv has made in light of its industry experience and its perceptions of historical trends, current conditions, expected future developments and other factors Vantiv believes are appropriate under the circumstances. As you review and consider information presented herein, you should understand that these statements are not guarantees of future performance or results. They depend upon future events and are subject to risks, uncertainties (many of which are beyond Vantiv's control) and assumptions. Although Vantiv believes that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect Vantiv's actual future performance or results and cause them to differ materially from those anticipated in the forward-looking statements. Certain of these factors and other risks are discussed in Vantiv's filings with the U.S. Securities and Exchange Commission (the "SEC") and include, but are not limited to: (i) Vantiv's ability to adapt to developments and change in Vantiv's industry; (ii) competition; (iii) unauthorized disclosure of data or security breaches; (iv) systems failures or interruptions; (v) Vantiv's ability to expand its market share or enter new markets; (vi) Vantiv's ability to identify and complete acquisitions, joint ventures and partnerships; (vii) failure to comply with applicable requirements of Visa, MasterCard or other payment networks or changes in those requirements; (viii) Vantiv's ability to pass along fee increases; (ix) termination of sponsorship or clearing services; (x) loss of clients or referral partners; (xi) reductions in overall consumer, business and government spending; (xii) fraud by merchants or others; (xiii) a decline in the use of credit, debit or prepaid cards; (xiv) consolidation in the banking and retail industries; (xv) the effects of governmental regulation or changes in laws; (xvi) outcomes of future litigation or investigations; (xvii) uncertainties as to the timing of the Business Combination; (xviii) uncertainties as to whether the Business Combination will be completed; (xix) the possibility that stockholders or other third parties will file lawsuits challenging the Business Combination; (xx) potential operating costs, customer loss and business disruption occurring prior to completion of the Business Combination or if the Business Combination is not completed; (xxi) the effect of the announcement of the Business Combination on Vantiv's business relationships, operating results and business generally; (xxii) the failure to satisfy conditions to completion of the Business Combination, including the receipt of all required regulatory approvals; and (xxiii) difficulty in retaining certain key employees as a result of the Business Combination. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect, Vantiv's actual results may vary in material respects from those projected in these forward-looking statements. More information on potential factors that could affect Vantiv's financial results and performance is included from time to time in the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of Vantiv's periodic reports filed with the SEC, including Vantiv's most recently filed Annual Report on Form 10-K and its subsequent filings with the SEC.

Any forward-looking statement made by Vantiv in this current report speaks only as of the date of this current report. Factors or events that could cause Vantiv's actual results to differ may emerge from time to time, and it is not possible for Vantiv to predict all of them. Vantiv undertakes no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

Additional Information

This current report may be deemed to be solicitation material in respect of the Business Combination, including the issuance of shares of Vantiv Stock in respect of the Business Combination. In connection with the foregoing proposed issuance of Vantiv Stock, Vantiv expects to file a proxy statement on Schedule 14A with the SEC. To the extent Vantiv effects the Business Combination as a Scheme of Arrangement under United Kingdom law, the issuance of Vantiv Stock in the Business Combination would not be expected to require registration under the Securities Act, pursuant to an exemption provided by Section 3(a)(10) under the Securities Act. In the event that Vantiv determines to conduct the Business Combination pursuant to an offer or otherwise in a manner that is not exempt from the registration requirements of the Securities Act, it will file a registration statement with the SEC containing a prospectus with respect to Vantiv Stock that would be issued in the Business Combination. INVESTORS AND STOCKHOLDERS ARE URGED TO READ THE PROXY STATEMENT (INCLUDING THE SCHEME DOCUMENT) AND OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED WITH THE SEC CAREFULLY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT VANTIV, THE BUSINESS COMBINATION AND RELATED MATTERS. Investors and stockholders will be able to obtain free copies of the proxy statement (including the Scheme Document) and other documents filed by Vantiv with the SEC at the SEC's website at http://www.sec.gov. In addition, investors and stockholders will be able to obtain free copies of the proxy statement (including the Scheme Document) and other documents filed by Vantiv with the SEC at http://investors.vantiv.com/.

Participants in the Solicitation

Vantiv and its directors, officers and employees may be considered participants in the solicitation of proxies from Vantiv's stockholders in respect of the Business Combination. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of Vantiv's stockholders in connection with the Business Combination, including names, affiliations and a description of their direct or indirect interests, by security holdings or otherwise, will be set forth in the proxy statement and other relevant materials to be filed with the SEC. Information concerning the interests of Vantiv's participants in the solicitation, which may, in some cases, be different than those of Vantiv's stockholders generally, is set forth in the materials filed by Vantiv with the SEC, including in the proxy statement for Vantiv's 2017 Annual Meeting of Stockholders, which was filed with the SEC on March 15, 2017, as supplemented by other Vantiv filings with the SEC, and will be set forth in the proxy statement relating to the Business Combination when it becomes available.

No Profit Forecast

Nothing contained herein shall be deemed to be a forecast, projection or estimate of the future financial performance of Vantiv, Worldpay or the combined business of Vantiv and Worldpay following completion of the Business Combination, unless otherwise stated.

Disclosure Requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in one per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day (as defined in the Code) following the commencement of the Offer Period and, if

appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day (as defined in the Code) following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in one per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day (as defined in the Code) following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4). Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the Offer Period commenced and when any offeror was first identified. If you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure, you should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129.

In accordance with the Code, normal United Kingdom market practice and Rule 14e-5(b) of the U.S. Exchange Act, Barclays and its affiliates will continue to act as exempt principal trader in Worldpay securities on the London Stock Exchange. These purchases and activities by exempt principal traders which are required to be made public in the United Kingdom pursuant to the Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at http://www.londonstockexchange.com. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

SIGNATURES

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.

VANTIV, INC.

Dated: August 9, 2017

By: /s/ NELSON F. GREENE

Name: Nelson F. Greene

Title: Chief Legal and Corporate Services Officer and Secretary

EXHIBIT INDEX

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Exhibit 2.1

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF SUCH JURISDICTION

For immediate release

9 August 2017

RECOMMENDED MERGER

OF

WORLDPAY GROUP PLC ("WORLDPAY")

WITH

VANTIV, INC. ("VANTIV")

Summary

- The boards of directors of Vantiv and Worldpay are pleased to announce that they have reached agreement on the terms of a recommended merger of Worldpay with Vantiv and Vantiv UK Limited (a subsidiary of Vantiv) ("Bidco") in the form of a recommended offer for the entire issued and to be issued ordinary share capital of Worldpay by Vantiv and Bidco (the "Merger"). The Merger is to be effected by means of a court-sanctioned scheme of arrangement under Part 26 of the Companies Act (the "Scheme"). Under the terms of the Merger, Worldpay Shareholders will be entitled to receive:

for each Worldpay Share held	**55 pence in cash**
	and
	0.0672 of a New Vantiv Share

- In addition to the consideration payable in connection with the Merger, Worldpay Shareholders will also be entitled to receive:
    - the interim dividend of 0.8 pence per Worldpay Share announced by Worldpay today, which will be paid to Worldpay Shareholders on the register of members of Worldpay at 6.00 p.m. on 29 September 2017; and

- a special dividend of 4.2 pence per Worldpay Share, which is conditional on completion of the Merger and will be paid to Worldpay Shareholders on the register of members of Worldpay at the Scheme Record Time,

together the "Dividends".

- Based on Vantiv's closing share price of US$65.06, the exchange rate of US$1.2967:£1, in each case at 5.00 p.m. BST on 8 August 2017 (being the last practicable date prior to this Announcement):
  - the terms of the Merger (including the Dividends) value each Worldpay Share at 397 pence per share and Worldpay's entire issued and to be issued ordinary share capital at approximately £8.0 billion;
  - the terms of the Merger (excluding the Dividends) represent a premium of:
    - approximately 22.7 per cent. to the Closing Price per Worldpay Share of 320 pence on 3 July 2017 (being the last Business Day before the commencement of the Offer Period);
    - approximately 24.6 per cent. to the Closing Price per Worldpay Share of 315 pence on 30 June 2017 (being the last Business Day prior to broad sector consolidation speculation);
    - approximately 33.9 per cent. to the six-month volume weighted average price of 293 pence per Worldpay Share on 3 July 2017 (being the last Business Day before the commencement of the Offer Period); and
    - approximately 63.4 per cent. to the IPO price of 240 pence per Worldpay Share;
  - the terms of the Merger imply an enterprise value of Worldpay of approximately £9.3 billion (US$12.0 billion); and
  - the Combined Company will have a pro forma enterprise value of approximately £22.2 billion (US$28.8 billion).
- Upon completion of the Merger (assuming the Fifth Third Transaction completes), Worldpay Shareholders will own approximately 43 per cent., and Vantiv Shareholders will own approximately 57 per cent., of the Combined Company (on a fully diluted basis).
- Vantiv will seek a secondary standard listing on the Main Market of the London Stock Exchange in relation to the New Vantiv Shares following completion of the Merger. In addition, the New Vantiv Shares will be authorised for primary listing on the New York Stock Exchange subject to official notice of issuance.

- The Merger will include a Mix and Match Facility, as described in further detail in Section 15 of this Announcement.

Summary Strategic and Financial Rationale

- The payments landscape is evolving rapidly. Merchants and consumers are continuously looking for new and innovative solutions to enable commerce as payments move into the digital world. The Combined Company will be a leading global omni-commerce payments provider and its enhanced capabilities will position it to better and more quickly address those merchants' evolving needs and to realise improved commercial outcomes for its clients by:
  - delivering a wider range of products and services to merchants on a global basis;
  - accelerating the rate of innovation by leveraging its industry-leading, efficient and highly scalable technology to accelerate the rate of product innovation;
  - deploying advanced analytics capabilities and value-added services combined with deep market knowledge and industry vertical expertise;
  - operating in more countries and in more currencies; and
  - offering acceptance across the broadest range of channels (in store, online, or over a mobile device).
- The Combined Company will be well-positioned to offer more innovative and flexible technology and payment solutions to merchants in a large and fast growing market, creating a strategic omni-commerce partner for merchants of all sizes across industries.

Creating a leading global payment provider to power omni-commerce

- Consumers continue to expect and demand more from merchants. The global consumer has become accustomed to transacting across the channels and in the geographies of their choosing in a way that is seamless, simple and secure.
- Merchants therefore require a payments provider that is able to provide a comprehensive omni-commerce solution that can deliver a unified consumer experience on a global basis as well as the tools to help them manage and grow their businesses.
- By combining our respective strengths in integrated payments, eCommerce and traditional merchant offerings, the Combined Company will be able to enable commerce through a unified and global product suite that is in-store, online, mobile, multi-currency, and spanning geographies.

Unique combination of scale and global presence

- The Combined Company will become a leading international eCommerce payment provider, a leading U.S. payment provider and a leading U.K. and European payment

provider, processing approximately US$1.5 trillion in payment volume and 40 billion transactions through more than 300 payment methods in 146 countries and 126 currencies, with a combined net revenue of over US$3.2 billion (on a pro forma basis, assuming the Merger had completed on 31 December 2016).

- This will allow the Combined Company to deliver local expertise on a global basis by transferring solutions across geographies to better serve clients in similar vertical markets. Importantly, the Combined Company will be a leading payment provider with expertise in and outside of the U.S., positioning it to serve the complex needs of businesses globally.
- The Combined Company will benefit from enhanced economies of scale, leveraging its combined operations, technology infrastructure and data and analytics capabilities to deliver services that are cost efficient and provide superior value to clients.

Ability to capitalise on strategic and high-growth verticals

- Completion of the Merger will bring together two complementary partners to create a market leader in payment technology, positioned to capitalise on strategic and high-growth verticals in the most attractive global markets.
- The Merger will create a leading global eCommerce provider by adding Worldpay's leading global eCommerce capabilities to Vantiv's existing U.S. eCommerce capabilities.
- The Merger will also enable the Combined Company to export Vantiv's integrated payments technological know-how and capabilities to Worldpay's global merchant base.
- The Merger will enhance the ability of the Combined Company to strengthen and extend its capabilities into attractive and high growth vertical markets such as B2B, digital and healthcare payments, taking advantage of the secular growth driven by increasing card adoption. For example, the Combined Company will be able to faster deploy Vantiv's B2B enterprise payment capabilities into their largely untapped and combined customer base.
- The Merger will also provide the ability for the Combined Company to extend its capabilities into new and high-growth emerging markets.

Integrated technology platforms built for innovation and to manage complexity

- The Combined Company will have complementary technology assets that will provide a strong, integrated foundation for innovation and growth, enabled by Vantiv's agile and scalable U.S. platform and Worldpay's flexible, next generation global platform.
- The Merger will enhance the ability of the Combined Company to serve domestic and global markets, and the Combined Company is also expected to benefit from a reduction in capital expenditure by harmonising Vantiv's and Worldpay's U.S. technology platforms.

- These U.S. and global technology platforms will be developed, secured and optimised by one of the industry's largest pools of engineering and technology talent.

Powerful business model and financial profile

- The Combined Company will benefit from an attractive business model and financial profile, the hallmarks of which are recurring revenue, scalability and significant operating margins.
- On a pro forma basis, assuming the Merger had completed on 31 December 2016, the Combined Company would have US$1.5 billion of adjusted EBITDA, an EBITDA margin of 48 per cent. and free cash flow generation of over US$1.0 billion with 78 per cent. free cash flow conversion. The Merger is expected to be modestly dilutive to Vantiv's pro forma adjusted net income per share in 2018, and accretive to Vantiv's pro forma adjusted net income per share in 2019 and thereafter.
- When coupled with an industry-leading margin profile and operating scale efficiencies, the Combined Company will be able to realise margin expansion opportunities and generate high levels of free cash flow and create ample flexibility for it to deploy capital strategically and drive value for shareholders, including pursuing acquisition opportunities that will extend the Combined Company's capabilities into new markets and segments.
- It is expected that the Combined Company, with its strong credit profile and attractive cash flow, will seek to reduce leverage on a consistent basis over the medium term, including a target of de-levering to a 4.0x debt to EBITDA leverage ratio over the next 12-18 months.

Cost synergies will deliver significant value creation

- Vantiv believes that the Merger will generate synergies that could not be achieved independently of the Merger and which will lead to substantial value creation for all shareholders.
- Vantiv anticipates that the Merger will result in annual recurring pre-tax cost synergies of approximately US$200 million. The synergies are expected to be fully realised by the end of the third year following completion of the Merger.
- The Combined Company is expected to incur one-off restructuring and integration costs of approximately US$330 million. The majority of these costs will be incurred by the end of the second year following completion of the Merger.

Capitalise on our respective strengths to drive revenue opportunities

- Completion of the Merger will position the Combined Company to drive revenue opportunities to capitalise on prospects in high growth and attractive market segments, although these cannot be quantified for reporting under the Code at this time.

- The Combined Company will pursue revenue opportunities in the following areas:
  - Adding Worldpay's leading global eCommerce capabilities to Vantiv's existing U.S. eCommerce capabilities. This will establish a leading global eCommerce platform with cross-selling opportunities.
  - Transferring Vantiv's integrated payments technological know-how and capabilities to Worldpay's global merchant base.
  - Strengthening and extending capabilities into new and attractive vertical markets through, for example, faster deployment of Vantiv's B2B enterprise payment capabilities.

The Combined Company

- Following completion of the Merger, Cincinnati, Ohio will become the Combined Company's global and corporate headquarters and London, U.K. will become its international headquarters. The Combined Company will be named "Worldpay".
- In order to ensure a successful and smooth integration, the Combined Company will be led by Charles Drucker as Executive Chairman and Co-CEO. Reporting to Mr. Drucker will be Philip Jansen as Co-CEO and Stephanie Ferris as CFO. Additional members of the Combined Company's executive team reporting to Mr. Drucker and Mr. Jansen will be announced at a later date.
- The board of the Combined Company will consist of five Worldpay directors and eight Vantiv directors. Sir Michael Rake will be the lead director of the board of the Combined Company and Jeffrey Stiefler will continue to serve on the board of the Combined Company in a non-executive position.

Recommendations

- The Vantiv Directors have approved the Merger and intend to recommend that Vantiv Shareholders vote in favour of the issuance of New Vantiv Shares in connection with the Merger.
- **The Worldpay Directors, who have been so advised by Goldman Sachs as to the financial terms of the Merger, consider the terms of the Merger to be fair and reasonable. In providing its advice to the Worldpay Directors, Goldman Sachs has taken into account the commercial assessments of the Worldpay Directors.**
- **Barclays has also provided financial and corporate broking advice to the Worldpay Directors in relation to the Merger.**
- **The Worldpay Directors intend to recommend unanimously that Worldpay Shareholders vote or procure votes in favour of the resolutions relating to the Scheme at the Meetings or in the event that the Merger is implemented by way of a**

Takeover Offer, Worldpay Shareholders accept or procure acceptance of the Takeover Offer, as the Worldpay Directors have each irrevocably undertaken to do in respect of their entire beneficial holdings of 21,056,283 Worldpay Shares, in aggregate, representing approximately 1.05 per cent. of the issued ordinary share capital of Worldpay.

General

- It is intended that the Merger will be implemented by means of the Scheme, further details of which are contained in the full text of this Announcement and will be set out in the Scheme Document. However, Vantiv reserves the right, with the consent of the Panel and Worldpay (or, in certain circumstances, without the consent of Worldpay), in each case subject to the terms of the Co-operation Agreement, to implement the Merger by way of a Takeover Offer.
- The Merger will be subject to the Conditions and certain further terms set out in Appendix I, including, among other things: (i) the approval of Worldpay Shareholders at the Court Meeting and the passing of the resolutions relating to the Scheme by Worldpay Shareholders at the General Meeting, (ii) the sanction of the Scheme by the Court, (iii) the Scheme becoming Effective no later than the Long Stop Date, (iv) the issuance of the New Vantiv Shares in connection with the Merger being duly approved by the affirmative vote of the majority of the votes cast at the Vantiv Shareholders' Meeting, and (v) the receipt of certain required antitrust, regulatory and other approvals. In order to become Effective, the Scheme must be approved by a majority in number representing not less than 75 per cent. in value of the Worldpay Shareholders (or the relevant class or classes thereof, if applicable) in each case present, entitled to vote and voting, either in person or by proxy, at the Court Meeting and at any separate class meeting which may be required by the Court or at any adjournment of such meeting.
- Vantiv reserves the right to reduce the consideration payable in respect of each Worldpay Share under the terms of the Merger to the extent that the Dividends exceed 5 pence per Worldpay Share in aggregate. If any dividend or other distribution is announced, declared, made, payable or paid in respect of the Worldpay Shares on or after the date of this Announcement and prior to the Effective Date, other than the Dividends, Vantiv reserves the right to reduce the consideration payable in respect of each Worldpay Share by the amount of all or part of any such dividend or other distribution.
- Further details of the Merger will be contained in the Scheme Document which is intended to be posted to Worldpay Shareholders along with notices of the Court Meeting and General Meeting and the Forms of Proxy as soon as practicable and at or around the same time as the mailing of the Vantiv Proxy Statement. Subject to certain restrictions relating to persons resident in Restricted Jurisdictions, the Scheme Document will also be made available on Vantiv's website www.vantiv.com and Worldpay's website www.worldpay.com.
- The Scheme is expected to become Effective in early 2018, subject to the satisfaction or waiver of the Conditions set out in Appendix I.

- No offer is being made by Vantiv and/or Bidco for any or all of the non-voting redeemable contingent value right shares with a par value of £1.8475 each in the capital of Worldpay.
- Commenting on the Merger, Charles Drucker, President and Chief Executive Officer of Vantiv, said:

  "This is a powerful combination that is strategically compelling for both companies. It joins two highly complementary businesses, and will allow us to achieve even more together than either organisation could accomplish on its own. Our business will have multiple opportunities to enhance its leading growth profile, driven by our global eCommerce capabilities, the strength of our people and their consistent focus on execution. Our combined company will have unparalleled scale, a comprehensive suite of solutions, and the worldwide reach to make us the payments industry global partner of choice."

- Commenting on the Merger, Philip Jansen, Chief Executive Officer of Worldpay, said:

  "This is a merger of two world class payment companies, which will create a global omni-commerce leader, with substantial opportunities to capitalise on the rapid evolution of payments. The growth of eCommerce and the way consumers expect to transact is increasing complexity for businesses around the world. Our unique combination of scale, innovation, technology and global presence will mean that we can offer more payment solutions to businesses, whether large or small, global or local, enabling them to meet consumers' increasing demands and helping them prosper."

This summary should be read in conjunction with, and is subject to, the full text of this Announcement (including its appendices).

The Merger will be subject to the Conditions set out in Appendix I, and to the full terms and conditions which will be set out in the Scheme Document. Appendix II contains the bases and sources of certain information used in this Announcement. Appendix III contains details of the irrevocable undertakings received in relation to the Merger that are referred to in this Announcement. Appendix IV contains details and bases of belief of the anticipated quantified financial benefits of the Merger and of the related reports from Vantiv's reporting accountants, Deloitte, and its financial advisers, Morgan Stanley and Credit Suisse. Appendix V contains the Vantiv Profit Forecast, and the assumptions, basis of preparation and the Vantiv Directors' confirmation relating thereto. Appendix VI contains definitions of certain terms used in this Announcement.

For the purposes of Rule 28 of the Code, the Quantified Financial Benefits Statement contained in this Announcement is the responsibility of Vantiv and the Vantiv Directors. Each of Deloitte, Morgan Stanley and Credit Suisse has given and not withdrawn its consent to the publication of its respective report in this Announcement in the form and context in which it is included.

Investor Calls

Joint investor conference calls regarding the Merger and Vantiv's and Worldpay's respective earnings results will take place on 9 August 2017, at the following times:

- Conference Call 1 - 9:00 a.m. BST / 4:00 a.m. EDT
  United Kingdom (Local): 020 3059 8125
  United States (Local): +1 724 928 9460
  United States (Toll Free): +1 855 442 0877
  All other locations: + 44 20 3059 8125
  Reference Conference Code: U.K. Analyst Call
- Conference Call 2 - 1:00 p.m. BST / 8:00 a.m. EDT
  United Kingdom (Local): 020 3059 8125
  United States (Local): +1 724 928 9460
  United States (Toll Free): +1 855 442 0877
  Reference Conference Code: U.S. Analyst Call

Live webcasts of the conference calls, including presentation, can be found in the investor relations sections of Vantiv's and Worldpay's respective websites.

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Important notices relating to financial advisors

Morgan Stanley, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, is acting exclusively as financial adviser to Vantiv and Bidco and no one else in connection with the Merger. In connection with such matters, Morgan Stanley, its affiliates and their respective directors, officers, employees and agents will not regard any other person as their client, nor will they be responsible to anyone other than Vantiv and Bidco for providing the protections afforded to clients of Morgan Stanley nor for providing advice in connection with the Merger, the contents of this Announcement or any matter referred to herein.

Credit Suisse, which is authorised by the PRA and regulated by the FCA and the PRA in the United Kingdom, is acting as financial adviser exclusively for Vantiv and Bidco and no one else in connection with the matters set out in this Announcement and will not be responsible to any person other than Vantiv and Bidco for providing the protections afforded to clients of Credit Suisse, nor for providing advice in relation to the content of this Announcement or any matter referred to herein. Neither Credit Suisse nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Credit Suisse in connection with this Announcement, any statement contained herein or otherwise.

Goldman Sachs, which is authorised by the Prudential Regulation Authority and regulated by the FCA and the Prudential Regulation Authority in the U.K. is acting exclusively for Worldpay and no one else in connection with the Merger or any other matter referred to in this Announcement and will not be responsible to anyone other than Worldpay for providing the protections afforded to clients of Goldman Sachs, or for providing advice in relation to the Merger or any other matters referred to in this Announcement.

Barclays, which is authorised by the Prudential Regulation Authority and regulated in the United Kingdom by the Financial Conduct Authority and the Prudential Regulation Authority, is acting exclusively for Worldpay and no one else in connection with the Merger or any other matter referred to in this Announcement and will not be responsible to anyone other than Worldpay for providing the protections afforded to clients of Barclays nor for providing advice in relation to the Merger or any other matter referred to in this Announcement.

Further Information

This Announcement is for information purposes only and is not intended to and does not constitute, or form any part of, an offer to sell or an invitation to purchase or subscribe for any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the Merger or otherwise. The Merger will be made solely by the Scheme Document (or in the event that the Merger is to be implemented by means of a Takeover Offer, the offer document), which will contain the full terms and conditions of the Merger, including details of how to vote in respect of the Scheme. Any voting decision or response in relation to the Merger should be made solely on the basis of the Scheme Document.

This Announcement does not constitute a prospectus or a prospectus equivalent document.

This Announcement has been prepared for the purpose of complying with English law and the Code and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside England.

Overseas Shareholders

The release, publication or distribution of this Announcement in jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom (including Restricted Jurisdictions) should inform themselves about, and observe, any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the United Kingdom or who are subject to the laws of another jurisdiction to vote their Worldpay Shares in respect of the Scheme at the Court Meeting, or to execute and deliver Forms of Proxy appointing another to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located or to which they are subject. Any failure to comply with applicable legal or regulatory requirements of any jurisdiction may constitute a violation of securities laws in that jurisdiction. This Announcement has been prepared for the purpose of complying with English law and the Code and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside England.

Copies of this Announcement and any formal documentation relating to the Merger are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction or any jurisdiction where to do so would constitute a violation of the laws of such jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of acceptance of the Merger.

If the Merger is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Takeover Offer may not be made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Merger will not be capable of acceptance by any such use, means, instrumentality or facilities or from within any Restricted Jurisdiction.

Further details in relation to Worldpay Shareholders in overseas jurisdictions will be contained in the Scheme Document.

Notice to U.S. investors in Worldpay

The Merger relates to the shares of an English company and is being made by means of a scheme of arrangement provided for under Part 26 of the Companies Act. The Merger, implemented by way of a scheme of arrangement is not subject to the tender offer rules or

the proxy solicitation rules under the U.S. Exchange Act, as amended. Accordingly, the Merger is subject to the disclosure requirements and practices applicable to a scheme of arrangement involving a target company in England listed on the London Stock Exchange, which differ from the disclosure requirements of U.S. tender offer and proxy solicitation rules. If, in the future, Vantiv exercises its right to implement the Merger by way of a Takeover Offer and determines to extend the Takeover Offer into the U.S., the Merger will be made in compliance with applicable U.S. laws and regulations.

The New Vantiv Shares to be issued pursuant to the Merger have not been registered under the U.S. Securities Act, and may not be offered or sold in the U.S. absent registration or an applicable exemption from the registration requirements of the U.S. Securities Act. The New Vantiv Shares to be issued pursuant to the Merger will be issued pursuant to the exemption from registration provided by Section 3(a)(10) under the U.S. Securities Act. If, in the future, Vantiv exercises its right to implement the Merger by way of a Takeover Offer or otherwise in a manner that is not exempt from the registration requirements of the U.S. Securities Act, it will file a registration statement with the SEC that will contain a prospectus with respect to the issuance of New Vantiv Shares. In this event, Worldpay Shareholders are urged to read these documents and any other relevant documents filed with the SEC, as well as any amendments or supplements to those documents, because they will contain important information, and such documents will be available free of charge at the SEC's website at www.sec.gov or by directing a request to Vantiv's contact for enquiries identified above.

Neither the SEC nor any U.S. state securities commission has approved or disapproved of the New Vantiv Shares to be issued in connection with the Merger, or determined if this Announcement is accurate or complete. Any representation to the contrary is a criminal offence in the U.S.

Worldpay is incorporated under the laws of England and Wales. In addition, some of its officers and directors reside outside the U.S., and some or all of its assets are or may be located in jurisdictions outside the U.S. Therefore, investors may have difficulty effecting service of process within the U.S. upon those persons or recovering against Worldpay or its officers or directors on judgments of U.S. courts, including judgments based upon the civil liability provisions of the U.S. federal securities laws. It may not be possible to sue Worldpay or its officers or directors in a non-US court for violations of the U.S. securities laws.

Notice to U.S. investors in Vantiv

This Announcement may be deemed to be solicitation material in respect of the Merger, including the issuance of the New Vantiv Shares in respect of the Merger. In connection with the foregoing proposed issuance of the New Vantiv Shares, Vantiv expects to file a proxy statement on Schedule 14A with the SEC. To the extent Vantiv effects the Merger as a scheme of arrangement under United Kingdom law, the issuance of the New Vantiv Shares in the Merger would not be expected to require registration under the Securities Act, pursuant to an exemption provided by Section 3(a)(10) under the Securities Act. In the event that Vantiv determines to conduct the Merger pursuant to an offer or otherwise

in a manner that is not exempt from the registration requirements of the Securities Act, it will file a registration statement with the SEC containing a prospectus with respect to the New Vantiv Shares that would be issued in the Merger. INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE PROXY STATEMENT (INCLUDING THE SCHEME DOCUMENT) AND OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED WITH THE SEC CAREFULLY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT VANTIV, THE MERGER AND RELATED MATTERS. Investors and security holders will be able to obtain free copies of the proxy statement (including the Scheme Document) and other documents filed by Vantiv with the SEC at the SEC's website at http://www.sec.gov. In addition, investors and security holders will be able to obtain free copies of the proxy statement (including the Scheme Document) and other documents filed by Vantiv with the SEC at http://investors.vantiv.com/.

Participants in the solicitation

Vantiv and its directors, officers and employees may be considered participants in the solicitation of proxies from the Vantiv Shareholders in respect of the Merger. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the Vantiv Shareholders in connection with the Merger, including names, affiliations and a description of their direct or indirect interests, by security holdings or otherwise, will be set forth in the proxy statement and other relevant materials to be filed with the SEC. Information concerning the interests of Vantiv's participants in the solicitation, which may, in some cases, be different than those of the Vantiv Shareholders generally, is set forth in the materials filed by Vantiv with the SEC, including in the proxy statement for Vantiv's 2017 Annual Meeting of Stockholders, which was filed with the SEC on March 15, 2017, as supplemented by other Vantiv filings with the SEC, and will be set forth in the proxy statement relating to the Merger when it becomes available.

Forward Looking Statements

This Announcement contains forward-looking statements that are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in this Announcement are forward-looking statements including any statements regarding guidance and statements of a general economic or industry specific nature. Forward-looking statements give Vantiv's, Worldpay's and the Combined Company's current expectations and projections relating to their respective financial conditions, results of operations, guidance, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "anticipate," "estimate," "expect," "project," "plan," "intend," "believe," "will," "may," "should," "can have," "likely" and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events.

The forward-looking statements contained in this Announcement are based on assumptions that Vantiv and/or Worldpay has made in light of its industry experience and its perceptions of historical trends, current conditions, expected future developments and other factors Vantiv and/or Worldpay believes are appropriate under the circumstances. As you review and consider information presented herein, you should understand that these statements are not guarantees of future performance or results. They depend upon future events and are subject to risks, uncertainties (many of which are beyond Vantiv's or Worldpay's control) and assumptions. Although Vantiv and/or Worldpay believes that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect the Combined Company's actual future performance or results and cause them to differ materially from those anticipated in the forward-looking statements. Certain of these factors and other risks are discussed in Vantiv's filings with the U.S. Securities and Exchange Commission (the "SEC") and include, but are not limited to: (i) the Combined Company's ability to adapt to developments and change in the Combined Company's industry; (ii) competition; (iii) unauthorized disclosure of data or security breaches; (iv) systems failures or interruptions; (v) the Combined Company's ability to expand its market share or enter new markets; (vi) the Combined Company's ability to identify and complete acquisitions, joint ventures and partnerships; (vii) failure to comply with applicable requirements of Visa, MasterCard or other payment networks or changes in those requirements; (viii) the Combined Company's ability to pass along fee increases; (ix) termination of sponsorship or clearing services; (x) loss of clients or referral partners; (xi) reductions in overall consumer, business and government spending; (xii) fraud by merchants or others; (xiii) a decline in the use of credit, debit or prepaid cards; (xiv) consolidation in the banking and retail industries; (xv) the effects of governmental regulation or changes in laws; (xvi) outcomes of future litigation or investigations; (xvii) uncertainties as to the timing of the Merger; (xviii) uncertainties as to whether the Merger will be completed; (xix) the possibility that shareholders or other third parties will file lawsuits challenging the Merger; (xx) potential operating costs, customer loss and business disruption occurring prior to completion of the Merger or if the Merger is not completed; (xxi) the effect of the announcement of the Merger on the Combined Company's business relationships, operating results and business generally; (xxii) the failure to satisfy conditions to completion of the Merger, including the receipt of all required regulatory approvals; and (xxiii) difficulty in retaining certain key employees as a result of the Merger. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect, Vantiv's actual results may vary in material respects from those projected in these forward-looking statements. More information on potential factors that could affect the Combined Company's financial results and performance is included from time to time in the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of Vantiv's periodic reports filed with the SEC, including Vantiv's most recently filed Annual Report on Form 10-K and its subsequent filings with the SEC.

Any forward-looking statement made by Vantiv and/or Worldpay in this current report speaks only as of the date of this current report. Factors or events that could cause actual results to differ may emerge from time to time, and it is not possible for Vantiv and/or Worldpay to predict all of them. Neither Vantiv nor Worldpay undertakes any obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

No profit forecasts or estimates

The Vantiv Profit Forecast is a profit forecast for the purposes of Rule 28 of the Code. The Vantiv Profit Forecast, the assumptions and basis of preparation on which the Vantiv Profit Forecast is based and the Vantiv Directors' confirmation, as required by Rule 28.1 of the Code, are set out in Appendix V.

Other than in respect of the Vantiv Profit Forecast, no statement in this Announcement is intended as a profit forecast or estimate for any period and no statement in this Announcement should be interpreted to mean that earnings or earnings per ordinary share, for Vantiv or Worldpay, respectively for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per ordinary share for Vantiv or Worldpay, respectively.

Quantified Financial Benefits Statement

Statements of estimated cost savings and synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the cost savings and synergies referred to in the Quantified Financial Benefits Statement may not be achieved, may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. No statement in the Quantified Financial Benefits Statement, or this Announcement generally, should be construed as a profit forecast (other than the Vantiv Profit Forecast) or interpreted to mean that the Combined Company's earnings in the first full year following the Effective Date of the Scheme, or in any subsequent period, would necessarily match or be greater than or be less than those of Worldpay and/or Vantiv for the relevant preceding financial period or any other period. For the purposes of Rule 28 of the Code, the Quantified Financial Benefits Statement contained in this Announcement is the responsibility of Vantiv and the Vantiv Directors.

Publication on website

A copy of this Announcement and the documents required to be published pursuant to Rule 26.1 and Rule 26.2 of the Code will be made available (subject to certain restrictions relating to persons resident in Restricted Jurisdictions), on Worldpay's website at www.worldpay.com and on Vantiv's website at www.vantiv.com by no later than 12 noon London time on 10 August 2017.

Neither the contents of these websites nor the content of any other website accessible from hyperlinks on such websites is incorporated into, or forms part of, this Announcement.

Requesting hard copy documents

In accordance with Rule 30.3 of the Code, a person so entitled may request a copy of this Announcement (and any information incorporated into it by reference to another source) in hard copy form free of charge. A person may also request that all future documents, announcements and information sent to that person in relation to the Merger should be in hard copy form. For persons who have received a copy of this Announcement in electronic form or via a website notification, a hard copy of this Announcement will not be sent unless so requested from either Worldpay by contacting Worldpay on +44 20 3664 5777 or Vantiv by contacting Danielle Pointing at Morgan Stanley on +44 20 7425 9523, as appropriate.

Information relating to Worldpay Shareholders

Please be aware that addresses, electronic addresses and certain other information provided by Worldpay Shareholders, persons with information rights and other relevant persons for the receipt of communications from Worldpay may be provided to Vantiv during the Offer Period as required under Section 4 of Appendix 4 of the Code to comply with Rule 2.11(c) of the Code.

Rounding

Certain figures included in this Announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

Disclosure Requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in one per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day (as defined in the Code) following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day (as defined in the Code) following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in one per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant

securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day (as defined in the Code) following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the Offer Period commenced and when any offeror was first identified. If you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure, you should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129.

In accordance with the Code, normal United Kingdom market practice and Rule 14e-5(b) of the U.S. Exchange Act, Barclays and its affiliates will continue to act as exempt principal trader in Worldpay securities on the London Stock Exchange. These purchases and activities by exempt principal traders which are required to be made public in the United Kingdom pursuant to the Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF SUCH JURISDICTION

For immediate release

9 August 2017

RECOMMENDED MERGER

OF

WORLDPAY GROUP PLC ("WORLDPAY")

WITH

VANTIV, INC. ("VANTIV")

1. Introduction

The boards of directors of Vantiv and Worldpay are pleased to announce that they have reached agreement on the terms of a recommended merger of Worldpay with Vantiv and Vantiv UK Limited (a subsidiary of Vantiv) ("Bidco") in the form of a recommended offer for the entire issued and to be issued ordinary share capital of Worldpay by Vantiv and Bidco (the "Merger"). The Merger is to be effected by means of a court-sanctioned scheme of arrangement under Part 26 of the Companies Act (the "Scheme").

2. The Merger

Under the terms of the Merger, which will be subject to satisfaction (or waiver) of the Conditions and certain further terms set out in Appendix I and to the full terms and conditions which will be set out in the Scheme Document, Worldpay Shareholders will be entitled to receive:

for each Worldpay Share held	**55 pence in cash**
	and
	0.0672 of a New Vantiv Share

In addition, Worldpay Shareholders will also be entitled to receive:

- the interim dividend of 0.8 pence per Worldpay Share announced by Worldpay today, which will be paid to Worldpay Shareholders on the register of members of Worldpay at 6.00 p.m. on 29 September 2017; and
- a special dividend of 4.2 pence per Worldpay Share, which is conditional on completion of the Merger and will be paid to Worldpay Shareholders on the register of members of Worldpay at the Scheme Record Time, together (the "Dividends").

Vantiv reserves the right to reduce the consideration payable in respect of each Worldpay Share under the terms of the Merger to the extent that the Dividends exceed 5 pence per Worldpay Share in aggregate. If any dividend or other distribution is announced, declared, made, payable or paid in respect of the Worldpay Shares on or after the date of this Announcement and prior to the Effective Date, other than the Dividends, Vantiv reserves the right to reduce the consideration payable in respect of each Worldpay Share by the amount of all or part of any such dividend or other distribution.

Based on Vantiv's closing share price of US$65.06, the exchange rate of US$1.2967:£1, in each case at 5.00 p.m. BST on 8 August 2017 (being the last practicable date prior to this Announcement and a fully diluted share capital of 199.7 million Vantiv Shares):

- the terms of the Merger (including the Dividends) value each Worldpay Share at 397 pence per share and Worldpay's entire issued and to be issued ordinary share capital at approximately £8.0 billion;
- the terms of the Merger (excluding the Dividends) represent a premium of:
    - approximately 22.7 per cent. to the Closing Price per Worldpay Share of 320 pence on 3 July 2017 (being the last Business Day before the commencement of the Offer Period);
    - approximately 24.6 per cent. to the Closing Price per Worldpay Share of 315 pence on 30 June 2017 (being the last Business Day prior to broad sector consolidation speculation);
    - approximately 33.9 per cent. to the six-month volume weighted average price of 293 pence per Worldpay Share on 3 July 2017 (being the last Business Day before the commencement of the Offer Period); and
    - approximately 63.4 per cent. to the IPO price of 240 pence per Worldpay Share;
- the terms of the Merger imply an enterprise value of Worldpay of approximately £9.3 billion (US$12.0 billion); and
- the Combined Company will have a pro forma enterprise value of approximately £22.2 billion (US$28.8 billion).

Upon completion of the Merger (assuming the Fifth Third Transaction completes), Worldpay Shareholders will own approximately 43 per cent., and Vantiv Shareholders will own approximately 57 per cent., of the Combined Company on a fully diluted basis.

The Merger will be subject to the Conditions and certain further terms set out in Appendix I, including, among other things: (i) the approval of Worldpay Shareholders at the Court Meeting and the passing of the resolutions relating to the Scheme by Worldpay Shareholders at the General Meeting, (ii) the sanction of the Scheme by the Court, (iii) the Scheme becoming Effective no later than the Long Stop Date, (iv) the issuance of the New Vantiv Shares in connection with the Merger being duly approved by the affirmative vote of the majority of the votes cast at the Vantiv Shareholders' Meeting, and (v) the receipt of certain required antitrust, regulatory and other approvals.

The Worldpay Shares will be acquired by Vantiv and/or Bidco with full title guarantee, fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third party rights or interests whatsoever and together with all rights existing at the date of this Announcement or thereafter attaching thereto, including (without limitation) the right to receive and retain, in full, all dividends and other distributions (if any) declared, made or paid or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made on or after the date of this Announcement in respect of the Worldpay Shares, other than the Dividends. It is expected that Vantiv will acquire approximately 87 per cent., and Bidco will acquire approximately 13 per cent., of the Worldpay Shares.

The New Vantiv Shares will be issued credited as fully paid and will rank pari passu in all respects with the existing Vantiv Shares, save that they will not participate in any dividend payable by Vantiv with reference to a record date prior to the Effective Date.

The Merger will include a Mix and Match Facility, which will allow Worldpay Shareholders to elect, subject to offsetting elections, to vary the proportions in which they receive New Vantiv Shares and cash in respect of their holdings in Worldpay Shares. However, the total number of New Vantiv Shares to be issued and the maximum aggregate amount of cash to be paid under the Merger will not be varied as a result of elections under the Mix and Match Facility. Please refer to Section 15 of this Announcement for further details.

No offer is being made by Vantiv and/or Bidco for any or all of the Worldpay CVRs.

3. Background to and reasons for the Merger

The boards of Vantiv and Worldpay believe the Merger represents a compelling opportunity for both businesses to accelerate their successful and complementary growth strategies significantly, and in turn create substantial value for shareholders and stakeholders.

The payments landscape is evolving rapidly. Merchants and consumers are continuously looking for new and innovative solutions to enable commerce as payments move into the digital world. The ubiquity of the internet has increasingly driven commerce to be conducted online, with the decreasing costs of technology creating the opportunity for merchants to deploy eCommerce and mobile commerce solutions. In addition, commerce is continuing to evolve into a global activity as merchants utilise these online methods to connect with consumers in geographic markets outside their own.

Creating a leading global payment provider to power omni-commerce

The boards of Vantiv and Worldpay recognise the attractive opportunity which exists for the Merger to bring together global scale, integrated technology, and diverse distribution to create a market leader in payment technology to power omni-commerce:

- The Combined Company creates one of the world's largest and most capable payments business with global reach and unparalleled ability to help businesses prosper in the fast changing and complex digital economy.
- The combination of Worldpay and Vantiv into the Combined Company creates a strategic partner for merchants of all sizes across industries and geographies and will offer acceptance across a broad range of channels.
- By combining respective strengths in eCommerce, integrated payments, and traditional merchant offerings, the Combined Company will be able to create more revenue opportunities by enabling commerce through a unified and global product suite – that is, in-store, online, mobile, multi-currency, and spanning geographies.

Addressing merchant and consumer needs in an evolving payments landscape

Technology and the internet continue to transform global commerce:

- Consumers now expect to transact in all channels seamlessly, securely and simply. Meeting these expectations presents merchants with significant challenges.
- The rapid growth of eCommerce and its progressively international nature is increasing complexity for merchants everywhere. From complying with local and international regulations, to minimising costs inherent in cross-border trade, to integrating businesses that operate both offline in brick-and-mortar and online in eCommerce, merchants require solutions that help them manage complexity.
- The constant evolution of technology via new form factors and device types, coupled with increasing interconnectedness and continuous new threats to security, requires that merchants adopt nimble, secure and future-proof payment solutions.

These rapidly changing consumer expectations and technology developments are difficult for merchants to address with existing payment solutions and are difficult for traditional payment processors to support.

As such, merchants require a payments provider that is able to provide a comprehensive omni-commerce solution that can deliver a unified consumer experience and can simultaneously provide them with the tools to help them analyse, manage, and grow their businesses.

The Combined Company will be able to partner more effectively with merchants to provide global, end-to-end payment solutions that increase efficiency, reduce risk and eliminate complexity across geographies, payments channels and market verticals.

Unique combination of scale and global presence

The Merger will create a leading global integrated payment technology provider and will enable the Combined Company to take advantage of strategic and innovative opportunities to provide differentiated and diversified solutions to address clients' needs:

- The Combined Company will become a leading international eCommerce payment provider, a leading U.S. payment provider and a leading U.K. and European payment provider, processing approximately US$1.5 trillion in payment volume and 40 billion transactions through more than 300 payment methods in 146 countries and 126 currencies with combined net revenue of over US$3.2 billion (on a pro forma basis, assuming the Merger had completed on 31 December 2016).
- This will allow the Combined Company to deliver local expertise on a global basis by transferring solutions across geographies to better serve clients in similar vertical markets. Critically, the Combined Company will be a scale player with leading market shares in both the U.S. and outside of the U.S., which will enable it to holistically serve the complex needs of businesses globally. The Combined Company will also be able to bring economies of scale to benefit clients with shared geographies, end-markets or technology needs.
- The Combined Company itself will benefit from enhanced economies of scale as well, leveraging its combined operations, technology infrastructure and data and analytics capabilities to deliver services that are cost efficient and provide enhanced value to clients.

Ability to capitalise on strategic and high-growth verticals

Completion of the Merger will bring together two complementary partners to create a market leader in payment technology positioned to capitalise on strategic and high-growth verticals in the most attractive global markets. The Combined Company will be able to:

- Create a leading global eCommerce provider by adding Worldpay's leading global eCommerce capabilities to Vantiv's existing U.S. eCommerce capabilities.
- Enable the Combined Company to export Vantiv's integrated payments technological know-how and capabilities to Worldpay's global merchant base. This will allow the Combined Company to penetrate Worldpay's deep SMB customer base in the U.K., and expand further internationally. In addition, the Combined Company will continue to leverage Vantiv's existing integrated payments capability in the U.S. and increase its SMB customer base in the U.S.

- Enhance the ability of the Combined Company to strengthen and extend its capabilities into attractive and high growth vertical markets such as B2B, digital and healthcare payments, taking advantage of the secular growth driven by increasing card adoption. For example, the Combined Company will be able to faster deploy Vantiv's B2B enterprise payment capabilities into their largely untapped and combined customer base.
- The Merger also provides the ability for the Combined Company to extend its capabilities into new and high-growth emerging markets.

Advanced technology built to drive innovation at scale

The Combined Company will offer integrated technology platforms, enabling Vantiv's agile and scalable U.S. platform and Worldpay's flexible, next-generation global platform to serve domestic and global markets with fast-to-market innovations and lowest cost processing.

The Combined Company will have the ability to:

- Offer comprehensive and differentiated payment solutions with significant strategic and operational benefits. These platforms are configurable for almost any geography, currency, region or combination, and are built to seamlessly accommodate alternative payments and support a fully omni-commerce transaction environment.
- Leverage the Combined Company's deep knowledge in technology and commerce to offer solutions that reduce complexity for both high growth segment merchants and traditional merchants, regardless of size or channel.
- Enhance the ability of the Combined Company to innovate with fast-to-market developments and proven record of M&A integration to develop industry-leading solutions to meet emerging new client needs as the payment landscape continues to evolve.
- Access the widest set of distribution channels, ranging from large merchants and financial institutions to small and medium business and eCommerce merchants of all sizes. The Merger will solidify the Combined Company's presence in high-growth channels (including integrated payments, eCommerce and merchant bank), with 37 per cent. of the Combined Company focused on these fast growing and highly profitable market segments. This will enable the Combined Company to reach clients with highly complementary strategies in a manner that is cost-effective and efficient regardless of size, type or industry vertical.
- Benefit from a reduction in capital expenditure by harmonising Vantiv's and Worldpay's U.S. technology platforms.

The U.S. and global technology platforms will be developed, secured and optimised by one of the industry's largest pools of engineering and technology talent. Whether a local, small merchant requires an integrated payment solution to help manage their business, or a multi-national enterprise would like to connect and transact with consumers online or cross-border, the Combined Company's comprehensive suite of solutions will enable them to do so seamlessly.

Powerful business model and financial profile

The Combined Company will benefit from an attractive business model and financial profile, the hallmarks of which are recurring revenue, scalability and significant operating margins. The Combined Company will:

- Have a strong, diverse and loyal customer base with limited client concentration. This will allow the Combined Company to continue to benefit from a highly visible and recurring revenue model.
- On a pro forma basis assuming the Merger had completed on 31 December 2016, the Combined Company would have US$1.5 billion of adjusted EBITDA, an EBITDA margin of 48 per cent. and free cash flow generation of over US$1.0 billion with 78 per cent. free cash flow conversion. The Merger is expected to be modestly dilutive to the Combined Company's pro forma adjusted net income per share in 2018, and accretive to the Combined Company's pro forma adjusted net income per share in 2019 and thereafter.
- When coupled with an industry-leading margin profile and operating scale efficiencies, the Combined Company will be able to realise margin expansion opportunities through scalable technology and significant operating leverage and deliver continued earnings growth. In addition, this will allow the Combined Company to generate high levels of free cash flow and create ample flexibility for the Combined Company to strategically deploy capital and drive value for shareholders, including pursuing acquisition opportunities that will extend the Combined Company's capabilities into new markets and segments.
- On a pro forma basis assuming the Merger had completed as at 30 June 2017 and taking into account the financing arrangements entered into by Vantiv LLC in connection with the Merger and the Fifth Third Transaction and the expected approximately US$200 million annual recurring pre-tax cost synergies as set out in Section 4 of this Announcement, the Combined Company's gross and net leverage, calculated as debt/EBITDA, would be 4.9x and 4.6x respectively. It is expected that the Combined Company, with its strong credit profile and attractive cash flow, will look to reduce leverage on a consistent basis over the medium term, including a target of de-levering to a 4.0x debt to EBITDA leverage ratio over the next 12-18 months.

Delivering significant value creation through cost synergies

- Given the complementary nature of operations, the Vantiv Directors, having reviewed and analysed the potential benefits of the Merger, based on their experience of operating in the sector and taking into account the factors Vantiv can influence, believe that the Combined Company, comprising both Vantiv and Worldpay in their entirety, will be able to achieve annual recurring pre-tax cost synergies of approximately US$200 million by the end of the third year following completion of the Merger.

- The majority of these cost synergies will be generated by harmonising the Combined Company's U.S. platforms and streamlining corporate costs.
- The Combined Company is expected to incur one-off restructuring and integration costs of approximately US$330 million. The majority of these costs will be incurred by the end of the second year following completion of the Merger.
- Further details on the expected cost synergies are set out in Section 4 of this Announcement.

Potential through revenue opportunities and ability to innovate

The Vantiv Directors also believe that the Merger will position the Combined Company to drive revenue opportunities to capitalise on prospects in high growth and attractive market segments, although these cannot be quantified for reporting under the Code at this time.

The Combined Company' will pursue revenue opportunities in the following areas:

- Adding Worldpay's leading global eCommerce capabilities to Vantiv's existing U.S. eCommerce capabilities. This will establish a leading global eCommerce platform with cross-selling opportunities.
- Transferring Vantiv's integrated payments technological know-how and capabilities to Worldpay's global merchant base.
- Strengthening and extending capabilities into new and attractive vertical markets through, for example, faster deployment of Vantiv's B2B enterprise payment capabilities.

4. Financial benefits of the Merger

Vantiv believes that the Merger will generate synergies that could not be achieved independently of the Merger and will lead to substantial value creation for all shareholders.

Vantiv anticipates that the Merger will result in annual recurring pre-tax cost synergies of approximately US$200 million. The synergies are expected to be fully realised by the end of the third year following completion of the Merger.

The expected sources of the identified cost synergies are as follows:

- approximately 63 per cent. from savings in operations, technology, selling, general & administrative expenditure in the U.S. through consolidation of the Combined Company's U.S. businesses;
- approximately 22 per cent. from savings in general & administrative expenditure through consolidation of the Combined Company's corporate functions; and

- approximately 15 per cent. from savings in technology, operations, selling, general & administrative expenditure through consolidation of the Combined Company's eCommerce businesses and operations and technology functions.

The Combined Company is expected to incur one-off restructuring and integration costs of approximately US$330 million. The majority of these costs will be incurred by the end of the second year following completion of the Merger. Aside from the integration costs, no material dis-synergies are expected in connection with the Merger. The expected synergies will accrue as a direct result of the Merger and would not be achieved on a standalone basis.

The paragraphs above relating to expected cost synergies constitute the "Quantified Financial Benefits Statement" for purposes of Rule 28 of the Code.

Given the strong strategic, cultural and operational fit of the two companies, Vantiv believes that the quantified cost synergies are readily achievable.

Vantiv expects to achieve the quantified cost synergies while maintaining appropriate investment levels in sales and technology to meet the Combined Company's growth targets and other objectives.

In addition to the quantified cost synergies set out in this Section 4, Vantiv believes that there will be revenue opportunities that the Combined Company could pursue which have not been quantified at this time as set out in Section 3 of this Announcement.

There are various alternative means by which Vantiv could achieve the aforementioned quantified synergies and no decisions have yet been taken as to how Vantiv will implement any synergy plans. Initial synergy planning has begun in relation to the Merger, but more detailed analysis will need to be undertaken. Any such synergy plans are subject to engagement with all appropriate stakeholders in due course.

Appendix IV sets out further detail on the Quantified Financial Benefits Statement, including the bases of belief and principal assumptions, and the reports under the Code by Deloitte, Vantiv's reporting accountant, and by Morgan Stanley and Credit Suisse, Vantiv's financial advisers. References in this Announcement to the Quantified Financial Benefits Statement should be read in conjunction with Appendix IV.

5. Recommendation

The Worldpay Directors, who have been so advised by Goldman Sachs as to the financial terms of the Merger, consider the terms of the Merger to be fair and reasonable. In providing its advice to the Worldpay Directors, Goldman Sachs has taken into account the commercial assessments of the Worldpay Directors. Barclays has also provided financial and corporate broking advice to the Worldpay Directors in relation to the Merger.

Accordingly, the Worldpay Directors intend unanimously to recommend that Worldpay Shareholders vote in favour of the resolutions relating to the Scheme at the Meetings (or in the event that the Merger is implemented by way of a Takeover Offer, to accept or procure acceptance of such Takeover Offer), as they have each irrevocably committed to do in respect of their entire holdings of 21,056,283 Worldpay Shares, representing approximately 1.05 per cent. of Worldpay's issued ordinary share capital.

6. Background to and reasons for the recommendation

Worldpay has transformed itself since its separation from RBS in 2010, establishing a clear strategic direction as an innovative payments technology company, and investing over £1 billion for long-term growth. Worldpay today is a leading global payments provider.

Worldpay has created significant value for shareholders since listing on the London Stock Exchange on 13 October 2015, delivering a total shareholder return of approximately 67 per cent. (based on the value of the Merger) vs. a shareholder return of approximately 24 per cent. for the FTSE 100 in the period to 3 July 2017.

Worldpay Board's Assessment of the Evolving and Consolidating Global Payment Industry

The global payments landscape continues to evolve and in recent years, there has been a significant level of consolidation activity in the payments sector. Consolidation has been driven by the need to meet the requirements of customers through providing a breadth of products, product development and innovation and the benefits of scale.

Since the IPO, the board of directors of Worldpay has regularly reviewed the payments landscape to identify potential opportunities. This assessment has included analysis of both acquisition opportunities and mergers with companies of a similar size to Worldpay. As part of this assessment, there has been a focus on identifying potential transactions that would strengthen and develop Worldpay's U.S. business.

The board of directors of Worldpay, together with its financial adviser Goldman Sachs, has conducted a detailed review of potential opportunities. The Worldpay board of directors' work identified a number of possible merger partners which were evaluated against a number of factors including strategic rationale, value creation, synergy potential, cultural fit, anti-trust and regulatory considerations as well as transaction structure. The possible merger partners are listed outside the U.K. and so in each case the relevant transaction structure would be likely to involve Worldpay Shareholders receiving consideration in shares listed outside the U.K. Following the Worldpay board of directors' review, preliminary discussions were held with a number of potential merger partners and dialogue between advisers was established. In some cases, more detailed discussions were held but to date no more compelling proposal than that from Vantiv has been received. As a result of this review and discussions held, the board of directors of Worldpay has a good degree of visibility on the range of potential opportunities available to Worldpay.

In addition, Worldpay has participated in a number of sale processes over the last two years which have been conducted as competitive auctions. As a result of the relative scarcity of high quality assets, valuation multiples paid by the successful bidders have been on an increasing trend. In each of these processes, the board of directors of Worldpay has always placed shareholder value creation as a priority in determining the price it has been willing to pay for available assets.

Discussions with Worldpay and Vantiv

Discussions between Worldpay and Vantiv have been held at various times starting from before the IPO in October 2015. Worldpay and Vantiv have recognised for some time the strong strategic rationale, financial benefits and cultural fit that exists between the two companies.

Detailed discussions between Worldpay and Vantiv were held in January and February 2016 with the two companies engaging in mutual due diligence, although agreement on the terms of a transaction could not be reached at that time.

However, both Worldpay and Vantiv continued to believe in the strategic rationale for merging and consequently the two management teams remained in contact.

Subsequently in June 2017, Vantiv made a proposal to Worldpay for a merger of the two companies. There followed a period of negotiation during which Vantiv improved the terms of its proposal. During this period, rumours appeared in the media which triggered the requirement for the announcement on 4 July 2017.

As a result of this speculation, both Worldpay and Vantiv recognised the need to provide the market with an overview of the nature and key terms of the transaction under discussion. Therefore, following further negotiation during 4 July 2017, an announcement was released on 5 July 2017 setting out the key commercial terms which had been agreed in principle.

Since 5 July 2017, Worldpay and Vantiv have carried out mutual due diligence. Detailed work has been conducted on the combined business case including identifying cost synergies and potential revenue opportunities as well as the detailed terms of the possible transaction, including the secondary listing on the London Stock Exchange.

Strategic and Financial Benefits of the Merger with Vantiv

The board of directors of Worldpay believes that the Merger has a compelling strategic logic through:

- the creation of a truly global payments provider;
- significantly increased scale to continue to invest in innovation and a larger platform to further participate in M&A; and
- annual recurring pre-tax cost synergies of approximately US$200 million, expected to be fully realised by the end of the third year following completion of the Merger.

In particular the Merger addresses a historical area of weakness in Worldpay's U.S. business and provides a platform to expand Worldpay's leading e-commerce business into the U.S. and to transfer Vantiv's integrated technological know-how and capabilities to Worldpay's global merchant base.

The terms of the Merger provide Worldpay Shareholders with approximately 43 per cent. of the Combined Company (assuming the Fifth Third Transaction completes) as well as 55 pence per

Worldpay Share in cash plus dividends totalling 5 pence per Worldpay Share in aggregate. Based on the Vantiv closing share price on 8 August 2017, the terms of the offer value each Worldpay Share at 397 pence. Excluding the Dividends, this represents a premium of 22.7 per cent. to the unaffected share price, 33.9 per cent. to the 6-month volume-weighted average price and 63.4 per cent. to the IPO price of 240 pence per share. In addition, the offer value represents a multiple of 18.6x LTM EBITDA for Worldpay (including the Dividends).

The transaction structure allows Worldpay Shareholders to continue to benefit from Worldpay's growth profile as well as sharing in the cost synergy benefits and revenue opportunities anticipated to arise from the combination. The board of directors of Worldpay has been very focused on ensuring that as many Worldpay Shareholders as possible are able to participate in the long-term benefits of the Merger and has listened closely to the feedback it has received from Worldpay Shareholders. Following a review of potential structuring options, the Combined Company will have a secondary listing on the London Stock Exchange following completion of the Merger. The U.K. will remain a very important part of the Combined Company and maintaining a listing on the London Stock Exchange reflects that.

In keeping with the Merger structure, Worldpay will have five board seats on the board of the Combined Company and Philip Jansen will be Co-CEO. Sir Michael Rake will be the lead director of the board of the Combined Company. In addition, Worldpay will have a number of senior management positions in the Combined Company. The Combined Company will retain London as its international headquarters.

Board Recommendation

The board of directors of Worldpay believes the Merger provides attractive value to Worldpay Shareholders through the premium offered, the cash and dividends components of the consideration and the opportunity for Worldpay Shareholders to participate in future value creation through their aggregate shareholding of approximately 43 per cent. in the Combined Company (assuming the Fifth Third Transaction completes).

Following careful consideration of the above factors, the board of directors of Worldpay unanimously intends to recommend that Worldpay Shareholders vote in favour of the Merger, as those Worldpay Directors with beneficial holdings have each irrevocably undertaken to do, in respect of their entire respective beneficial holdings of Worldpay Shares.

7. Irrevocable undertakings

Vantiv has received irrevocable undertakings to vote or procure votes in favour of the Scheme at the Court Meeting and the resolutions to be passed at the General Meeting (or in the event that the Merger is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) from the Worldpay Directors, in respect of 21,056,283 Worldpay Shares, in aggregate, representing approximately 1.05 per cent. of the issued ordinary share capital of Worldpay.

Further details of these irrevocable undertakings are set out in Appendix III.

8. Information on Vantiv and Bidco

Vantiv

Vantiv is a leading payment processor differentiated by an integrated technology platform, breadth of distribution and superior cost structure. According to the Nilson Report, Vantiv is the largest merchant acquirer and the largest PIN debit acquirer by number of transactions in the U.S. Vantiv's integrated technology platform is differentiated from its competitors' multiple platform architectures. It enables Vantiv to provide efficiently a comprehensive suite of services to merchants and financial institutions of all sizes as well as to innovate, develop and deploy new services, while generating significant economies of scale. Vantiv's broad and varied distribution includes multiple sales channels, such as its direct and indirect sales forces and referral partner relationships, which provide it with a growing and diverse client base of merchants and financial institutions. Vantiv believes this combination of attributes provides it with competitive advantages that generate strong growth and profitability by enabling it to efficiently manage, update and maintain its technology, to utilise technology integration and value-added services to expand its new sales and distribution and to realise significant operating leverage.

Vantiv offers a broad suite of payment processing services that enable its clients to meet their payment processing needs through a single provider, including in omni-commerce environments that span point-of-sale, eCommerce and mobile devices. Vantiv enables merchants of all sizes to accept and process credit, debit and prepaid payments and provides them supporting value-added services, such as security solutions and fraud management, information solutions, and interchange management. Vantiv also provides mission critical payment services to financial institutions, such as card issuer processing, payment network processing, fraud protection, card production, prepaid program management, ATM driving and network gateway and switching services that utilise its proprietary Jeanie PIN debit payment network.

Vantiv's merchant client base includes merchant locations across the U.S. In 2016, Vantiv processed approximately 21.0 billion transactions for these merchants. Vantiv's merchant client base has low client concentration and is heavily weighted in non-discretionary everyday spend categories, such as grocery and pharmacy, and includes large U.S. retailers, including 11 of the top 25 U.S. retailers by revenue in 2016. Vantiv provides a comprehensive suite of payment processing services to its merchant services clients. It authorises, clears, settles and provides reporting for electronic payment transactions. Vantiv's financial institution client base is also generally well diversified and includes regional banks, community banks, credit unions and regional PIN debit networks. In 2016, Vantiv processed approximately 4 billion transactions for these financial institutions, focusing on small to mid-sized institutions with less than US$15 billion in assets. Smaller financial institutions generally do not have the scale or infrastructure typical of large institutions and are more likely to outsource their payment processing needs. Vantiv provides integrated card issuer processing, payment network processing and value-added services to its financial institutions clients.

Vantiv originally was organised and operated as a business unit of Fifth Third. In June 2009, private equity investors acquired control of Vantiv, and Fifth Third retained a substantial minority equity interest in Vantiv. In March 2012, Vantiv completed its initial public offering and became a listed company in the U.S. Fifth Third currently owns a 17.7 per cent. voting and economic interest in Vantiv, and this ownership is held through Class B units in Vantiv Holding, LLC, a subsidiary of Vantiv ("Vantiv Holding"), and Class B shares (voting only) in Vantiv.

After completion of the Fifth Third Transaction described in Section 17 of this Announcement, Fifth Third will own an 8.6 per cent. voting and economic interest in Vantiv. Each of these Class B units/shares together generally may be exchanged by Fifth Third for one Class A share of Vantiv. Vantiv's Amended and Restated Certificate of Incorporation entitles Fifth Third to elect one director to Vantiv's board for so long as Fifth Third's percentage voting equity interest exceeds 9.09 per cent.

On the date of this Announcement, Vantiv has published its results for the second quarter of 2017 (the "Vantiv Q2 Results"). Vantiv has made the following statements in the Vantiv Q2 Results which constitute a profit forecast under Rule 28 of the Code:

"On a GAAP basis, net income per diluted share attributable to Vantiv, Inc. is expected to be $1.31 - $1.36 for the full-year 2017. Pro forma adjusted net income per share is expected to be $3.31 - $3.36 for the full-year 2017.

On a GAAP basis, net income per diluted share attributable to Vantiv, Inc. is expected to be $0.41 - $0.43 for the third quarter of 2017. Pro forma adjusted net income per share is expected to be $0.88 - $0.90 for the third quarter of 2017."

Pursuant to Rule 28.1(c) of the Code, the Vantiv Profit Forecast is set out in full in Appendix V, together with the assumptions, basis of preparation and the Vantiv Directors' confirmation relating thereto.

Bidco

Bidco is a newly incorporated English private limited company, and an indirect subsidiary of Vantiv. Bidco has been formed at the direction of Vantiv for the purposes of implementing the Merger together with Vantiv. Bidco has not traded since its date of incorporation, nor has it entered into any obligations other than in connection with the Merger.

9. Information on Worldpay

Worldpay has a long history of working closely with merchants to help them prosper and of driving innovation in the global payments market over the last 30 years. Prior to Advent and Bain Capital's acquisition of Worldpay in 2010, Worldpay was a non-core asset within RBS and was not considered a strategic focus of the bank and was therefore not managed for growth or to address emerging industry opportunities as technology and customer demand changed the market.

Since separating from RBS at the end of 2010, and through and after its subsequent initial public offering in October 2015, Worldpay has pursued a consistent strategy which has created a platform for growth, initially focused on existing clients inherited at the time of the separation from RBS, and in time growing into new market segments and with entirely independent customer relationships.

Worldpay has transformed itself since its separation from RBS in 2010, establishing itself as a standalone business, both in establishing its own technology capability and an independent business infrastructure to support its growth. Worldpay has established a clear strategic direction as an innovative payments technology company, and invested over £1 billion for long-term growth.

Worldpay is a leader in global payments. The Wider Worldpay Group provides a broad range of technology-led solutions to its merchant clients to allow them to accept payments of almost any type, across multiple payment channels, nearly anywhere in the world. Worldpay is one of the few global businesses able to offer functionality in most aspects of payment acceptance, whether in-store, online or on a mobile device, by providing access to a global payments network through an agile, integrated, secure, reliable and highly scalable proprietary global payments platform.

Worldpay deploys this platform to optimise business outcomes for its clients, including by providing for acceptance of a greater number of payment types and opening access to new geographic markets enabling its clients to reduce the chances of losing a potential sale allowing them to get a single view of key customer data, and increasing transaction acceptance while protecting against fraud. Worldpay can also leverage the data gained as a result of its core payment solutions to offer payment analytics and insights on peers and industry benchmarking and additional functionality to its clients, allowing them to, for example, run loyalty schemes, guide their consumers to preferred payment types and improve their performance.

Worldpay serves a diverse set of merchants across a variety of end-markets, sizes and geographies. On an average day, it processes over 40 million transactions worldwide (including mobile, online and in-store), offering over 300 payment methods in 126 transaction currencies across 146 countries, while supporting approximately 400,000 clients, including large enterprises, domestic corporates and small and medium sized businesses. Globally, Worldpay also partners with innovative and fast-growing eCommerce businesses including many of the world's most renowned and dynamic online brands.

Worldpay serves its clients through its three operating divisions:

- **Global eCom** — Global eCom provides a wide range of online and mobile multi-currency payment acceptance, validation and settlement services for its customer book of large and fast growing internet-led multinationals. The vast majority of Global eCom's approximately 1,374 clients sit within five priority industry verticals: Digital Content, Global Retail, Airlines, Regulated Gambling and Travel. Global eCom accounted for 46 per cent. of the Worldpay Group's business unit contribution in 2016.

- **WPUK** — WPUK has the number one market share in the U.K., accounting for approximately 39 per cent. of the U.K. merchant market as measured by estimated volume of transactions in 2016. It provides a strong proposition of in-store, phone, online and mobile payment acceptance solutions for approximately 300,000 U.K. and Ireland-based clients, from SMBs to large corporates (including Tesco, Asda and Next). WPUK accounted for 42 per cent. of the Worldpay Group's business unit contribution in 2016.

- **WPUS** — WPUS provides in-store, online and mobile payment acceptance solutions for U.S.-based clients, with a focus on developing omni-commerce and integrated payment solutions for its approximately 100,000 SMB clients and vertical-specific solutions for its approximately 15,000 enterprise clients in the grocery, petroleum, restaurant and retail industries. WPUS accounted for 17 per cent. of the Worldpay Group's business unit contribution in 2016.

In 2016, Worldpay's net revenue was £1,124.2 million and underlying EBITDA was £467.6 million. In the six months ended 30 June 2017, the Worldpay Group's net revenue was £600.5 million and underlying EBITDA was £247.5 million.

The average number of Worldpay employees in the year ended 31 December 2016 was 5,095, including 1,378 in technology, 1,335 in WPUS, 1,432 in WPUK and 476 in Global eCom.

10. Dividend policy

Vantiv has not declared or paid any cash dividends on Vantiv Shares since its initial public offering, and Vantiv does not intend to do so in the foreseeable future. Vantiv currently intends to retain its future earnings, if any, to repay indebtedness and to support its general corporate purposes. Vantiv is a holding company that does not conduct any business operations of its own. As a result, Vantiv's ability to pay cash dividends on Vantiv Shares, if any, is dependent upon cash dividends and distributions and other transfers from group entities. The amounts available to Vantiv to pay cash dividends are also restricted by its subsidiaries' debt agreements, and, to the extent that Vantiv requires additional funding, the sources of such additional funding may prohibit the payment of a dividend. As a result, appreciation in the price of Vantiv Shares, if any, will be the only source of gain on an investment in Vantiv Shares.

11. Worldpay Share Schemes

It is intended that appropriate proposals will be made in due course to participants in the Worldpay Share Schemes. Details of the proposals will be set out in the Scheme Document and in separate letters to be sent to the participants in the Worldpay Share Schemes.

12. Financing

Vantiv LLC has entered into an amendment to its existing credit facilities, pursuant to which each of Morgan Stanley, Credit Suisse and The Bank of Tokyo-Mitsubishi UFJ, Ltd. have severally and not jointly provided term loan commitments of US$1.6 billion in the aggregate to Vantiv in connection with the financing of the cash consideration payable to Worldpay Shareholders under the terms of the Merger and to refinance certain existing indebtedness of Worldpay. Such term commitments are subject to limited "certain funds" conditions precedent which are usual and customary for financings of this type.

Each of Morgan Stanley and Credit Suisse, in its capacity as financial adviser to Vantiv, is satisfied that sufficient financial resources are available to Vantiv and Bidco to enable them together to satisfy in full the cash consideration payable to Worldpay Shareholders under the terms of the Merger.

Further information on the financing of the Merger will be set out in the Scheme Document.

13. Management and employees

Vantiv has high regard for the skills and experience of the existing management and employees of the Worldpay Group. Vantiv confirms their existing employment rights, including pension rights, will be observed.

Following completion of the Merger, Cincinnati, Ohio will become the Combined Company's global and corporate headquarters and London, U.K. will become its international headquarters. The Combined Company will be named "Worldpay".

In order to ensure a successful and smooth integration, the Combined Company will be led by Charles Drucker as Executive Chairman and Co-CEO. Reporting to Mr. Drucker will be Philip Jansen as Co-CEO and Stephanie Ferris as CFO. For a period of two years following the Effective Date, the removal of either Co-CEO will require the approval of at least 75 per cent. of the board of directors of the Combined Company, unless they voluntarily resign or such removal is for cause. Additional members of the Combined Company's executive team reporting to Mr. Drucker and Mr. Jansen will be announced at a later date.

The board of the Combined Company will consist of five Worldpay directors and eight Vantiv directors. Sir Michael Rake will be the lead director of the board of the Combined Company and Jeffrey Stiefler will continue to serve on the board of the Combined Company in a non-executive position.

14. Secondary Listing of New Vantiv Shares

Vantiv will seek a secondary standard listing in London in relation to the New Vantiv Shares. Applications will therefore be made to the UK Listing Authority and to the London Stock Exchange for the New Vantiv Shares to be admitted to the standard listing segment of the Official List of the UK Listing Authority and to trading on the Main Market of the London Stock Exchange. It is expected that admission will become effective and that dealings for normal settlement in the New Vantiv Shares will commence on the London Stock Exchange at 8.00 a.m. on the first Business Day following the Effective Date.

15. Mix and Match Facility

Worldpay Shareholders (other than certain persons in Restricted Jurisdictions) will be entitled to elect, subject to availability, to vary the proportions in which they receive New Vantiv Shares and cash in respect of their holdings in Worldpay Shares. However, the total number of New Vantiv Shares to be issued and the maximum aggregate amount of cash to be paid under the Merger will not be varied as a result of elections under the Mix and Match Facility.

Satisfaction of elections made by Worldpay Shareholders under the Mix and Match Facility will therefore depend on the extent to which other Worldpay Shareholders make offsetting elections. To the extent that elections cannot be satisfied in full, they will be scaled down on a pro -rata basis. As a result, Worldpay Shareholders who make an election under the Mix and Match Facility will not necessarily know the exact number of New Vantiv Shares or the amount of cash they will receive until settlement of the consideration due to them under the Merger.

The Mix and Match Facility will not affect the entitlement of any Worldpay Shareholder who does not make an election under the Mix and Match Facility.

Further details in relation to the Mix and Match Facility (including the action to take in order to make a valid election, the deadline for making elections, and the basis on which entitlement to receive cash may be exchanged for an entitlement to additional New Vantiv Shares) for Worldpay Shareholders will be contained in the Scheme Document.

16. Tax

The Merger will be effected by Vantiv and Bidco acquiring all of the issued and to be issued ordinary shares in the share capital of Worldpay. Vantiv will remain U.S. domiciled for tax purposes. U.S. and U.K. tax consequences of the Merger to Worldpay Shareholders will be described in the Scheme Document.

Both Vantiv and Worldpay have considered alternative structures for the Merger but on balance it was deemed that the alternatives available could result in adverse tax consequences for certain Vantiv Shareholders, could trigger certain change of control rights and might not offer significant value enhancement for the Combined Company over the current structure proposed for the Merger.

17. Merger-related arrangements

Confidentiality Agreement

Vantiv and Worldpay have entered into the Confidentiality Agreement, pursuant to which each of Vantiv and Worldpay has undertaken to keep certain information relating to the Merger and to the other party confidential and not to disclose such information to third parties, except to certain permitted disclosees for the purposes of evaluating the Merger or if required by applicable laws or regulations. The confidentiality obligations of each party under the Confidentiality Agreement continue for two years after the date of the Confidentiality Agreement. The agreement also contains provisions pursuant to which each party has agreed not to solicit certain employees, suppliers and customers of the other party, subject to customary carve-outs, for a period of eighteen months.

Co-operation Agreement

Vantiv, Bidco and Worldpay entered into the Co-operation Agreement on 9 August 2017, pursuant to which, among other things, Vantiv, Bidco and Worldpay have agreed to provide such information and assistance as the other party may reasonably require for the purposes of obtaining all regulatory clearances and authorisations, making any submission, filings or notifications to any regulatory authority and for the preparation of the Scheme Document, and the Vantiv Proxy Statement and the Vantiv Prospectus.

The Co-operation Agreement will terminate if: (i) agreed in writing between Vantiv and Worldpay, (ii) upon the service of written notice by Vantiv or Worldpay if: (a) the Worldpay Directors withdraw their recommendation of the Merger or if the Scheme Document does not include the Worldpay Recommendation, or if the Merger is to be implemented by way of a Takeover Offer and the offer document does not include such recommendation, (b) Worldpay makes an announcement before the publication of the Scheme Document that it will not convene the Court Meeting or the General Meeting or that it intends not to post the Scheme Document

(otherwise than as a result of the Merger being implemented by way of a Takeover Offer), (c) the Effective Date has not occurred on or prior to the Long Stop Date, (iii) a competing transaction completes, becomes effective or unconditional in all respects, (iv) upon service of written notice by Vantiv if a competing transaction is announced and such competing transaction is recommended by the Worldpay Directors, (v) upon service of written notice by Worldpay to Vantiv if the Proxy Statement does not include the Vantiv Recommendation or a Vantiv Adverse Recommendation Announcement is made, or (vi) if any Condition has been invoked, with the consent of the Panel, and the Scheme has been withdrawn, or if the Merger is to be implemented by way of a Takeover Offer, the Takeover Offer lapses.

Vantiv has agreed to use all reasonable endeavours to secure satisfaction of all regulatory clearances and authorisations as soon as reasonably practicable following the date of this Announcement.

The Co-operation Agreement records Vantiv's and Worldpay's intention to implement the Merger by way of a Scheme, subject to the ability of Vantiv to implement the Merger by way of a Takeover Offer in the circumstances described in the Co-operation Agreement and summarised in this Announcement.

The Co-operation Agreement contains provisions in relation to the Worldpay Share Schemes. Details of these arrangements will be set out in the Scheme Document.

Fifth Third Transaction Agreement

At Vantiv's request, in order to facilitate the completion of the Merger and to minimise any effect that Fifth Third's equity ownership position in Vantiv could have on the Combined Company's growth or expansion following completion of the Merger, Vantiv entered into a transaction agreement with Fifth Third on 7 August 2017, pursuant to which Fifth Third has agreed to exercise its right to exchange 19,790,000 Class B units in Vantiv Holding for 19,790,000 Vantiv Shares and immediately thereafter, Vantiv will purchase those newly issued Vantiv Shares (the "Fifth Third Transaction") directly from Fifth Third at a price of US$64.04 per share (the closing share price of Vantiv Shares on the New York Stock Exchange on 4 August 2017). The repurchased Vantiv Shares will be cancelled and no longer outstanding following the completion of the Fifth Third Transaction. The Fifth Third Transaction is expected to close on the date of this Announcement. As a result of the Fifth Third Transaction, Fifth Third will beneficially own approximately 8.6 per cent. of the total equity interests in Vantiv and Vantiv Holding and if the Merger is completed, Fifth Third will beneficially own no more than 4.9 per cent. of the total equity interests in Vantiv and Vantiv Holding following such completion.

18. Structure of the Merger

It is intended that the Merger will be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act. The Scheme is an arrangement between Worldpay and the Scheme Shareholders and is subject to the approval of the Court. The procedure involves, among other things, an application by Worldpay to the Court to sanction the Scheme, in consideration for which Scheme Shareholders will receive cash and New Vantiv

Shares on the basis described in Section 2 of this Announcement. The purpose of the Scheme is to provide for Vantiv and Bidco to become the owners of the entire issued and to be issued ordinary share capital of Worldpay.

Upon the Scheme becoming Effective: (i) it will be binding on all Worldpay Shareholders, irrespective of whether or not they attended or voted at the Court Meeting and the General Meeting (and if they attended and voted, whether or not they voted in favour); and (ii) share certificates in respect of Worldpay Shares will cease to be of value and should be destroyed and entitlements to Worldpay Shares held within the CREST system will be cancelled. The consideration payable under the Scheme will be despatched to Scheme Shareholders by Vantiv no later than 14 days after the Effective Date.

Any Worldpay Shares issued before the Scheme Record Time will be subject to the terms of the Scheme. The Special Resolution to be proposed at the General Meeting will, amongst other matters, provide that the Articles be amended to incorporate provisions requiring any Worldpay shares issued after the Scheme Record Time (other than to Vantiv and/or Bidco) to be automatically transferred to Vantiv and/or Bidco on the same terms as the Merger (other than terms as to timings, formalities and the ability to make an election under the Mix and Match Facility). The provisions of the Articles (as amended) will avoid any person (other than Vantiv and/or Bidco) holding ordinary shares in the capital of Worldpay after the Effective Date.

The Merger is subject to a number of Conditions and certain further terms set out in Appendix I and to the full terms and conditions to be set out in the Scheme Document, including, amongst other things, the:

a) Scheme becoming Effective by the Long Stop Date, failing which the Scheme will lapse;

b) approval of the Scheme by a majority in number of the Scheme Shareholders, representing not less than 75 per cent. in value of the Scheme Shares held by those Scheme Shareholders, present and voting, either in person or by proxy, at the Court Meeting or at any adjournment thereof on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document in due course (or such later date as may be agreed between Vantiv and Worldpay and the Court may allow);

c) passing of the resolutions relating to the Scheme by the requisite majority at the General Meeting to be held on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document in due course (or such later date as may be agreed between Vantiv and Worldpay and the Court may allow); and

d) sanction of the Scheme on or before the 22nd day after the expected date of the Court Hearing to be set out in the Scheme Document in due course (or such later date as may be agreed between Vantiv and Worldpay and the Court may allow) and the delivery of an office copy of the Court Order to the Registrar.

The Scheme will lapse if the Scheme or Takeover Offer or any matter arising from or relating to the Merger becomes subject to a CMA Phase 2 Reference before the date of the Court Meeting.

The Merger is conditional, amongst other things, on all necessary notifications and filings having been made and all applicable waiting periods (including any extensions thereof) under the HSR Act and the rules and regulations made thereunder having expired, lapsed or been terminated as appropriate in each case in respect of the Merger. The Merger is also conditional on the FCA having approved (or being treated as having approved) the acquisition of control over the relevant authorised person within the Worldpay Group which would result from the Merger, and the FCA having given notice in writing (without indicating any objection or concern) that it has updated its records in respect of any member of the Wider Worldpay Group which is an authorised payment institution (as that term is defined in Regulation 2(1) of the PSRs), as more particularly described in Conditions (c) and (d), respectively, of Part A of Appendix I. The Merger is also conditional on the Dutch Central Bank having granted a positive decision with respect to the integrity (*betrouwbaarheid*) of each person who will become a co-policymaker of Worldpay B.V. and any other relevant person within the Wider Worldpay Group in connection with the proposed implementation of the Merger as more particularly described in Condition (e).

It is expected that the Scheme Document, containing further information about the Merger and notices of the Court Meeting and General Meeting, together with Forms of Proxy, will be posted to Worldpay Shareholders and (for information only) to participants of the Worldpay Share Schemes as soon as practicable and at or around the same time as the mailing of the Vantiv Proxy Statement. Subject to the satisfaction or waiver of all relevant conditions, including the Conditions, and certain further terms set out in Appendix I and to be set out in the Scheme Document, and subject to the approval and availability of the Court (which is subject to change), it is expected that the Scheme will become Effective in early 2018.

19. Scheme timetable/further information

A full anticipated timetable will be set out in the Scheme Document which will be posted as soon as practicable and at or around the same time as the mailing of the Vantiv Proxy Statement. Subject to certain restrictions relating to persons resident in Restricted Jurisdictions, the Scheme Document will also be made available on Vantiv's website at www.vantiv.com and Worldpay's website at www.worldpay.com.

20. Right to switch to a Takeover Offer

Subject to obtaining the consent of the Panel, Vantiv reserves the right to elect to implement the Merger by way of a Takeover Offer as an alternative to the Scheme, if: (i) Worldpay provides its written consent (an "Agreed Switch"), (ii) in the event that (a) the Meetings are not held on or before the 22nd day after their respective expected dates as set out in the Scheme Document (or such later date as may be agreed in writing between the parties with the consent of the Panel and the approval of the Court (if such approval is required)), or (b) the Court Hearing is not held on or before the 22nd day after the expected date as set out in the Scheme Document (or such later date as may be agreed in writing between the parties with the consent of the Panel and the approval of the Court (if such approval is required)), (iii) the board of directors of Worldpay withdraws or materially and adversely qualifies its recommendation of the Merger, or (iv) a third party announces a firm intention to make an offer for the entire issued and to be issued ordinary share capital of Worldpay and the board of directors of Worldpay recommends the Worldpay Shareholders to accept such offer (or, if it is to be implemented by way of a scheme of

arrangement pursuant to Part 26 of the Act, to vote in favour of such scheme) or fails to publicly reaffirm its unanimous and unconditional recommendation to the Worldpay Shareholders to vote in favour of the Scheme within 5 days of being requested by Vantiv in writing to do so.

In such event, such Takeover Offer will be implemented on the same terms and conditions, so far as applicable, as those which would apply to the Scheme subject to appropriate amendments to reflect the change in method of effecting the Takeover Offer, including (without limitation) the inclusion of an acceptance condition set at 75 per cent. of the Worldpay Shares to which the Takeover Offer relates, provided that in the event of an Agreed Switch, such acceptance condition shall be set at not less than 90 per cent. of the Worldpay Shares to which the Takeover Offer relates (or such lesser percentage as may be agreed between Vantiv and Worldpay in writing after consultation with the Panel (if necessary), being in any case more than 50 per cent. of the voting rights normally exercisable at a general meeting of Worldpay, including, for this purpose, any such voting rights attaching to Worldpay Shares that are unconditionally allotted or issued before the Takeover Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise). Further, if sufficient acceptances of the Takeover Offer are received and/or sufficient Worldpay Shares are otherwise acquired, it is the intention of Vantiv to apply the provisions of the Companies Act to compulsorily acquire any outstanding Worldpay Shares to which such Takeover Offer relates.

21. De-listing

It is intended that dealings in Worldpay Shares will be suspended shortly before the Effective Date at a time to be set out in the Scheme Document. It is further intended that applications will be made to the London Stock Exchange to cancel trading in Worldpay Shares on the Main Market of the London Stock Exchange, and to the UK Listing Authority to cancel the listing of the Worldpay Shares on the Official List, in each case with effect from or shortly following the Effective Date.

On the first Business Day after the Effective Date, entitlements to Worldpay Shares held within the CREST system will be cancelled, and share certificates in respect of Worldpay Shares will cease to be valid.

As soon as possible after the Effective Date, it is intended that Worldpay will be re-registered as a private limited company.

In addition, the New Vantiv Shares will be authorised for primary listing on the New York Stock Exchange subject to official notice of issuance and Vantiv will seek a secondary listing of the New Vantiv Shares on the London Stock Exchange.

Worldpay does not hold any Worldpay Shares in treasury. If the Scheme is sanctioned by the Court, any Worldpay Shares then held in treasury will be cancelled prior to the Scheme Record Time.

22. Disclosure of interests in Worldpay

Vantiv made an Opening Position Disclosure, setting out the details required to be disclosed by it under Rule 8 of the Code on 14 July 2017.

As at the close of business on 8 August 2017, being the last practicable date prior to the publication of this Announcement, save for: (i) the disclosures in this Section 22 of this Announcement, and (ii) the irrevocable undertakings referred to in Section 7 of this Announcement, none of Vantiv or any of its directors or, so far as Vantiv is aware, any person acting, or deemed to be acting, in concert with Vantiv:

- had an interest in, or right to subscribe for, relevant securities of Worldpay;
- had any short position in (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery of, relevant securities of Worldpay;
- had procured an irrevocable commitment or letter of intent to accept the terms of the Merger in respect of relevant securities of Worldpay; or
- had borrowed or lent any Worldpay Shares.

Furthermore, save for the irrevocable undertakings described in Section 7 of this Announcement, no arrangement exists between Vantiv, Bidco or Worldpay or any person acting in concert with Vantiv, Bidco or Worldpay in relation to Worldpay Shares. For these purposes, an arrangement includes any indemnity or option arrangement, any agreement or any understanding, formal or informal, of whatever nature, relating to Worldpay Shares which may be an inducement to deal or refrain from dealing in such securities.

23. Overseas shareholders

The availability of the Merger and the distribution of this Announcement to persons resident in, or citizens of, or otherwise subject to, jurisdictions outside the United Kingdom may be affected by the laws of the relevant jurisdictions. Such persons should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction. Worldpay Shareholders who are in any doubt regarding such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

This Announcement is not intended and does not constitute or form part of any offer to sell or to subscribe for, or any invitation to purchase or subscribe for, or the solicitation of any offer to purchase or otherwise subscribe for any securities. Worldpay Shareholders are advised to read carefully the Scheme Document and the Forms of Proxy once these have been despatched.

24. Fractional entitlements

Fractions of New Vantiv Shares will not be allotted to Worldpay Shareholders but will be aggregated and sold as soon as practicable after the Scheme becomes Effective. The net proceeds of such sale will then be paid in cash to the relevant Worldpay Shareholders in accordance with their fractional entitlements.

25. General

The Merger will be subject to the Conditions and other terms set out in this Announcement and to the full terms and conditions which will be set out in the Scheme Document. It is expected that the Scheme Document will be despatched to Worldpay Shareholders as soon as practicable and at or around the same time as the mailing of the Vantiv Proxy Statement.

In deciding whether or not to vote or procure votes in favour of the resolutions relating to the Scheme at the Meetings in respect of their Worldpay Shares, Worldpay Shareholders should rely on the information contained, and follow the procedures described, in the Scheme Document.

Morgan Stanley, Credit Suisse and Goldman Sachs have each given and not withdrawn their consent to the publication of this Announcement with the inclusion herein of the references to their names in the form and context in which they appear.

The Scheme Document will not be reviewed by any federal state securities commission or regulatory authority in the U.S., nor will any commission or authority pass upon the accuracy or adequacy of the Scheme Document. Any representation to the contrary is unlawful and may be a criminal offence.

The Merger will be subject to the Conditions set out in Appendix I, and to the full terms and conditions which will be set out in the Scheme Document. Appendix II contains the bases and sources of certain information used in this Announcement. Appendix III contains details of the irrevocable undertakings received in relation to the Merger that are referred to in this Announcement. Appendix IV contains details and bases of belief of the anticipated quantified financial benefits of the Merger and of the related reports from Vantiv's reporting accountants, Deloitte, and its financial advisers, Morgan Stanley and Credit Suisse. Appendix V contains the Vantiv Profit Forecast, and the assumptions, basis of preparation and the Vantiv Directors' confirmation relating thereto. Appendix VI contains definitions of certain terms used in this Announcement.

26. Documents on display

Copies of the following documents will, by no later than 12 noon (London time) on the Business Day following the date of this Announcement, be made available on Vantiv's website at www.vantiv.com and Worldpay's website at www.worldpay.com until the end of the Offer Period:

a) this Announcement;

b) the Confidentiality Agreement;

c) the Co-operation Agreement;

d) the Fifth Third Transaction Agreement;

e) the Irrevocable Undertakings; and

f) the amended loan facility agreement referred to in Section 12 of this Announcement, and the foreign exchange hedging documentation, the fee letter and the financing engagement letter which have been executed as part of Vantiv's financing arrangements in connection with the Merger.

Neither the contents of Worldpay's website or the contents of Vantiv's website, nor the content of any other website accessible from hyperlinks on either such website, is incorporated into or forms part of, this Announcement.

Enquiries

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Important notices relating to financial advisors

Morgan Stanley, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, is acting exclusively as financial adviser to Vantiv and Bidco and no one else in connection with the Merger. In connection with such matters, Morgan Stanley, its affiliates and their respective directors, officers, employees and agents will not regard any other person as their client, nor will they be responsible to anyone other than Vantiv and Bidco for providing the protections afforded to clients of Morgan Stanley nor for providing advice in connection with the Merger, the contents of this Announcement or any matter referred to herein.

Credit Suisse, which is authorised by the PRA and regulated by the FCA and the PRA in the United Kingdom, is acting as financial adviser exclusively for Vantiv and Bidco and no one else in connection with the matters set out in this Announcement and will not be responsible to any person other than Vantiv and Bidco for providing the protections afforded to clients of Credit Suisse, nor for providing advice in relation to the content of this Announcement or any matter referred to herein. Neither Credit Suisse nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Credit Suisse in connection with this Announcement, any statement contained herein or otherwise.

Goldman Sachs, which is authorised by the Prudential Regulation Authority and regulated by the FCA and the Prudential Regulation Authority in the U.K. is acting exclusively for Worldpay and no one else in connection with the Merger or any other matter referred to in this Announcement and will not be responsible to anyone other than Worldpay for providing the protections afforded to clients of Goldman Sachs, or for providing advice in relation to the Merger or any other matters referred to in this Announcement.

Barclays, which is authorised by the Prudential Regulation Authority and regulated in the United Kingdom by the Financial Conduct Authority and the Prudential Regulation Authority, is acting exclusively for Worldpay and no one else in connection with the Merger or any other matter referred to in this Announcement and will not be responsible to anyone other than Worldpay for providing the protections afforded to clients of Barclays nor for providing advice in relation to the Merger or any other matter referred to in this Announcement.

Further Information

This Announcement is for information purposes only and is not intended to and does not constitute, or form any part of, an offer to sell or an invitation to purchase or subscribe for any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the Merger or otherwise. The Merger will be made solely by the Scheme Document (or in the event that the Merger is to be implemented by means of a Takeover Offer, the offer document), which will contain the full terms and conditions of the Merger, including details of how to vote in respect of the Scheme. Any voting decision or response in relation to the Merger should be made solely on the basis of the Scheme Document.

This Announcement does not constitute a prospectus or a prospectus equivalent document.

This Announcement has been prepared for the purpose of complying with English law and the Code and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside England.

Overseas Shareholders

The release, publication or distribution of this Announcement in jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom (including Restricted Jurisdictions) should inform themselves about, and observe, any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the United Kingdom or who are subject to the laws of another jurisdiction to vote their Worldpay Shares in respect of the Scheme at the Court Meeting, or to execute and deliver Forms of Proxy appointing another to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located or to which they are subject. Any failure to comply with applicable legal or regulatory requirements

of any jurisdiction may constitute a violation of securities laws in that jurisdiction. This Announcement has been prepared for the purpose of complying with English law and the Code and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside England.

Copies of this Announcement and any formal documentation relating to the Merger are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction or any jurisdiction where to do so would constitute a violation of the laws of such jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of acceptance of the Merger.

If the Merger is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Takeover Offer may not be made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Merger will not be capable of acceptance by any such use, means, instrumentality or facilities or from within any Restricted Jurisdiction.

Further details in relation to Worldpay Shareholders in overseas jurisdictions will be contained in the Scheme Document.

Notice to U.S. investors in Worldpay

The Merger relates to the shares of an English company and is being made by means of a scheme of arrangement provided for under Part 26 of the Companies Act. The Merger, implemented by way of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the U.S. Exchange Act, as amended. Accordingly, the Merger is subject to the disclosure requirements and practices applicable to a scheme of arrangement involving a target company in England listed on the London Stock Exchange, which differ from the disclosure requirements of U.S. tender offer and proxy solicitation rules. If, in the future, Vantiv exercises its right to implement the Merger by way of a Takeover Offer and determines to extend the Takeover Offer into the U.S., the Merger will be made in compliance with applicable U.S. laws and regulations.

The New Vantiv Shares to be issued pursuant to the Merger have not been registered under the U.S. Securities Act, and may not be offered or sold in the U.S. absent registration or an applicable exemption from the registration requirements of the U.S. Securities Act. The New Vantiv Shares to be issued pursuant to the Merger will be issued pursuant to the exemption from registration provided by Section 3(a)(10) under the U.S. Securities Act. If, in the future, Vantiv exercises its right to implement the Merger by way of a Takeover Offer or otherwise in a manner that is not exempt from the registration

requirements of the U.S. Securities Act, it will file a registration statement with the SEC that will contain a prospectus with respect to the issuance of New Vantiv Shares. In this event, Worldpay Shareholders are urged to read these documents and any other relevant documents filed with the SEC, as well as any amendments or supplements to those documents, because they will contain important information, and such documents will be available free of charge at the SEC's website at www.sec.gov or by directing a request to Vantiv's contact for enquiries identified above.

Neither the SEC nor any U.S. state securities commission has approved or disapproved of the New Vantiv Shares to be issued in connection with the Merger, or determined if this Announcement is accurate or complete. Any representation to the contrary is a criminal offence in the U.S.

Worldpay is incorporated under the laws of England and Wales. In addition, some of its officers and directors reside outside the U.S., and some or all of its assets are or may be located in jurisdictions outside the U.S. Therefore, investors may have difficulty effecting service of process within the U.S. upon those persons or recovering against Worldpay or its officers or directors on judgments of U.S. courts, including judgments based upon the civil liability provisions of the U.S. federal securities laws. It may not be possible to sue Worldpay or its officers or directors in a non-US court for violations of the U.S. securities laws.

Notice to U.S. investors in Vantiv

This Announcement may be deemed to be solicitation material in respect of the Merger, including the issuance of the New Vantiv Shares in respect of the Merger. In connection with the foregoing proposed issuance of the New Vantiv Shares, Vantiv expects to file a proxy statement on Schedule 14A with the SEC. To the extent Vantiv effects the Merger as a scheme of arrangement under United Kingdom law, the issuance of the New Vantiv Shares in the Merger would not be expected to require registration under the Securities Act, pursuant to an exemption provided by Section 3(a)(10) under the Securities Act. In the event that Vantiv determines to conduct the Merger pursuant to an offer or otherwise in a manner that is not exempt from the registration requirements of the Securities Act, it will file a registration statement with the SEC containing a prospectus with respect to the New Vantiv Shares that would be issued in the Merger. INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE PROXY STATEMENT (INCLUDING THE SCHEME DOCUMENT) AND OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED WITH THE SEC CAREFULLY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT VANTIV, THE MERGER AND RELATED MATTERS. Investors and security holders will be able to obtain free copies of the proxy statement (including the Scheme Document) and other documents filed by Vantiv with the SEC at the SEC's website at http://www.sec.gov. In addition, investors and security holders will be able to obtain free copies of the proxy statement (including the Scheme Document) and other documents filed by Vantiv with the SEC at http://investors.vantiv.com/.

Participants in the solicitation

Vantiv and its directors, officers and employees may be considered participants in the solicitation of proxies from the Vantiv Shareholders in respect of the Merger. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the Vantiv Shareholders in connection with the Merger, including names, affiliations and a description of their direct or indirect interests, by security holdings or otherwise, will be set forth in the proxy statement and other relevant materials to be filed with the SEC. Information concerning the interests of Vantiv's participants in the solicitation, which may, in some cases, be different than those of the Vantiv Shareholders generally, is set forth in the materials filed by Vantiv with the SEC, including in the proxy statement for Vantiv's 2017 Annual Meeting of Stockholders, which was filed with the SEC on March 15, 2017, as supplemented by other Vantiv filings with the SEC, and will be set forth in the proxy statement relating to the Merger when it becomes available.

Forward Looking Statements

This Announcement contains forward-looking statements that are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in this Announcement are forward-looking statements including any statements regarding guidance and statements of a general economic or industry specific nature. Forward-looking statements give Vantiv's, Worldpay's and the Combined Company's current expectations and projections relating to their respective financial conditions, results of operations, guidance, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "anticipate," "estimate," "expect," "project," "plan," "intend," "believe," "will," "may," "should," "can have," "likely" and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events.

The forward-looking statements contained in this Announcement are based on assumptions that Vantiv and/or Worldpay has made in light of its industry experience and its perceptions of historical trends, current conditions, expected future developments and other factors Vantiv and/or Worldpay believes are appropriate under the circumstances. As you review and consider information presented herein, you should understand that these statements are not guarantees of future performance or results. They depend upon future events and are subject to risks, uncertainties (many of which are beyond Vantiv's or Worldpay's control) and assumptions. Although Vantiv and/or Worldpay believes that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect the Combined Company's actual future performance or results and cause them to differ materially from those anticipated in the forward-looking statements. Certain of these factors and other risks are discussed in Vantiv's filings with the U.S. Securities and Exchange Commission (the "SEC") and include, but are not limited to: (i) the Combined Company's ability to adapt to developments and change in the Combined Company's industry; (ii) competition; (iii) unauthorized disclosure of data or security breaches; (iv) systems failures or interruptions; (v) the Combined Company's ability to expand its market share or enter

new markets; (vi) the Combined Company's ability to identify and complete acquisitions, joint ventures and partnerships; (vii) failure to comply with applicable requirements of Visa, MasterCard or other payment networks or changes in those requirements; (viii) the Combined Company's ability to pass along fee increases; (ix) termination of sponsorship or clearing services; (x) loss of clients or referral partners; (xi) reductions in overall consumer, business and government spending; (xii) fraud by merchants or others; (xiii) a decline in the use of credit, debit or prepaid cards; (xiv) consolidation in the banking and retail industries; (xv) the effects of governmental regulation or changes in laws; (xvi) outcomes of future litigation or investigations; (xvii) uncertainties as to the timing of the Merger; (xviii) uncertainties as to whether the Merger will be completed; (xix) the possibility that shareholders or other third parties will file lawsuits challenging the Merger; (xx) potential operating costs, customer loss and business disruption occurring prior to completion of the Merger or if the Merger is not completed; (xxi) the effect of the announcement of the Merger on the Combined Company's business relationships, operating results and business generally; (xxii) the failure to satisfy conditions to completion of the Merger, including the receipt of all required regulatory approvals; and (xxiii) difficulty in retaining certain key employees as a result of the Merger. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect, Vantiv's actual results may vary in material respects from those projected in these forward-looking statements. More information on potential factors that could affect the Combined Company's financial results and performance is included from time to time in the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of Vantiv's periodic reports filed with the SEC, including Vantiv's most recently filed Annual Report on Form 10-K and its subsequent filings with the SEC.

Any forward-looking statement made by Vantiv and/or Worldpay in this current report speaks only as of the date of this current report. Factors or events that could cause actual results to differ may emerge from time to time, and it is not possible for Vantiv and/or Worldpay to predict all of them. Neither Vantiv nor Worldpay undertakes any obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

No profit forecasts or estimates

The Vantiv Profit Forecast is a profit forecast for the purposes of Rule 28 of the Code. The Vantiv Profit Forecast, the assumptions and basis of preparation on which the Vantiv Profit Forecast is based and the Vantiv Directors' confirmation, as required by Rule 28.1 of the Code, are set out in Appendix V.

Other than in respect of the Vantiv Profit Forecast, no statement in this Announcement is intended as a profit forecast or estimate for any period and no statement in this Announcement should be interpreted to mean that earnings or earnings per ordinary share, for Vantiv or Worldpay, respectively for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per ordinary share for Vantiv or Worldpay, respectively.

Quantified Financial Benefits Statement

Statements of estimated cost savings and synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the cost savings and synergies referred to in the Quantified Financial Benefits Statement may not be achieved, may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. No statement in the Quantified Financial Benefits Statement, or this Announcement generally, should be construed as a profit forecast (other than the Vantiv Profit Forecast) or interpreted to mean that the Combined Company's earnings in the first full year following the Effective Date of the Scheme, or in any subsequent period, would necessarily match or be greater than or be less than those of Worldpay and/or Vantiv for the relevant preceding financial period or any other period. For the purposes of Rule 28 of the Code, the Quantified Financial Benefits Statement contained in this Announcement is the responsibility of Vantiv and the Vantiv Directors.

Publication on website

A copy of this Announcement and the documents required to be published pursuant to Rule 26.1 and Rule 26.2 of the Code will be made available (subject to certain restrictions relating to persons resident in Restricted Jurisdictions), on Worldpay's website at www.worldpay.com and on Vantiv's website at www.vantiv.com by no later than 12 noon London time on 10 August 2017.

Neither the contents of these websites nor the content of any other website accessible from hyperlinks on such websites is incorporated into, or forms part of, this Announcement.

Requesting hard copy documents

In accordance with Rule 30.3 of the Code, a person so entitled may request a copy of this Announcement (and any information incorporated into it by reference to another source) in hard copy form free of charge. A person may also request that all future documents, announcements and information sent to that person in relation to the Merger should be in hard copy form. For persons who have received a copy of this Announcement in electronic form or via a website notification, a hard copy of this Announcement will not be sent unless so requested from either Worldpay by contacting Worldpay on +44 20 3664 5777 or Vantiv by contacting Danielle Pointing at Morgan Stanley on +44 20 7425 9523, as appropriate.

Information relating to Worldpay Shareholders

Please be aware that addresses, electronic addresses and certain other information provided by Worldpay Shareholders, persons with information rights and other relevant persons for the receipt of communications from Worldpay may be provided to Vantiv during the Offer Period as required under Section 4 of Appendix 4 of the Code to comply with Rule 2.11(c) of the Code.

Rounding

Certain figures included in this Announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

Disclosure Requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in one per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day (as defined in the Code) following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day (as defined in the Code) following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in one per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day (as defined in the Code) following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the Offer Period commenced and when any offeror was first identified. If you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure, you should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129.

In accordance with the Code, normal United Kingdom market practice and Rule 14e-5(b) of the U.S. Exchange Act, Barclays and its affiliates will continue to act as exempt principal trader in Worldpay securities on the London Stock Exchange. These purchases and activities by exempt principal traders which are required to be made public in the United Kingdom pursuant to the Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

APPENDIX I

CONDITIONS AND FURTHER TERMS OF THE ACQUISITION

Part A

Conditions to the Merger

The Merger will be conditional upon the Scheme becoming unconditional and becoming Effective, subject to the Code, by no later than the Long Stop Date.

Scheme approval

a) The Scheme will be conditional upon:

(i)

A. its approval by a majority in number representing not less than 75 per cent. in value of the Worldpay Shareholders (or the relevant class or classes thereof, if applicable) in each case present, entitled to vote and voting, either in person or by proxy, at the Court Meeting and at any separate class meeting which may be required by the Court or at any adjournment of any such meeting; and

B. the Court Meeting and any separate class meeting which may be required by the Court or any adjournment of any such meeting being held on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document in due course (or such later date, if any, as Vantiv and Worldpay may agree and the Court may allow);

(ii)

A. all resolutions necessary to approve and implement the Scheme being duly passed by the requisite majority or majorities at the General Meeting or at any adjournment of that meeting; and

B. the General Meeting or any adjournment of that meeting being held on or before the 22nd day after the expected date of the General Meeting to be set out in the Scheme Document in due course (or such later date, if any, as Vantiv and Worldpay may agree and the Court may allow); and

(iii)

A. the sanction of the Scheme by the Court with or without modification (but subject to any such modification being acceptable to Vantiv and Worldpay) and the delivery of a copy of the Court Order to the Registrar; and

B. the Court Hearing being held on or before the 22nd day after the expected date of the Court Hearing to be set out in the Scheme Document in due course (or such later date, if any, as Vantiv and Worldpay may agree and the Court may allow);

In addition, Vantiv and Worldpay have agreed that the Merger will be conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless the following Conditions (as amended if appropriate) have been satisfied or, where relevant, waived:

Regulatory Approvals

U.S. HSR Act clearance

b) all necessary notifications and filings having been made and all applicable waiting periods (including any extensions thereof) under the HSR Act and the rules and regulations made thereunder having expired, lapsed or been terminated as appropriate in each case in respect of the Merger;

FCA approvals

c) in respect of each notice under section 178 of the FSMA which Vantiv or any other person who has decided to acquire or increase control over any member of the Wider Worldpay Group which is a U.K. authorised person (as that term is defined in section 191G of FSMA) is under a duty to give in connection with the proposed implementation the Merger:

   (i) the FCA having given notice in writing pursuant to section 189(4)(a) of FSMA that it has determined unconditionally to approve each such acquisition or increase in control pursuant to section 185 of FSMA;

   (ii) the FCA having given notice in writing pursuant to section 189(7) of FSMA subject to condition(s) specified in the decision notice and such condition(s) being satisfactory to Vantiv, acting reasonably; or

   (iii) the FCA being treated, under section 189(6) of FSMA, as having approved each such acquisition of or increase in control;

d) in respect of each notice under Regulation 32 of the PSRs which Vantiv or any other person who has decided to acquire a qualifying holding in any member of the Wider Worldpay Group which is an authorised payment institution (as that term is defined in Regulation 2(1) of the PSRs) is under a duty to give in connection with the proposed implementation of the Merger, the FCA having given notice in writing (without indicating any objection or concern) that it has updated its records in respect of each such authorised payment institution;

Dutch Central Bank approval

e) the Dutch Central Bank having granted a positive decision with respect to the integrity (*betrouwbaarheid*) of each person who will become a co-policymaker of Worldpay B.V. and any other relevant person within the Wider Worldpay Group in connection with the proposed implementation of the Merger;

Approval of other Relevant Authorities

f) if approval from a Relevant Authority is required for, or a Relevant Authority decides to review, the Merger or any matter arising from or related to the Merger other than as specifically addressed by Conditions (b) – (e) above, it being established in terms satisfactory to Vantiv that such Relevant Authority approves (or is deemed to approve) or will permit the Merger to proceed on terms satisfactory to Vantiv;

Vantiv Shareholder approval

g) the issuance of New Vantiv Shares in connection with the Merger being duly approved, as required by section 312.03 of the NYSE Listed Company Manual, by the affirmative vote of the majority of the votes cast at the Vantiv Shareholders' Meeting duly called and held for such purpose in accordance with applicable law and the certificate of incorporation and bylaws of Vantiv;

Listing on the New York Stock Exchange, effectiveness of registration

h) confirmation having been received by Vantiv that the New Vantiv Shares have been approved for listing, subject to official notice of issuance, on the New York Stock Exchange; and

i) in the event that the Merger is implemented by way of a Takeover Offer, absent an available exemption from the registration requirements of the U.S. Securities Act, Vantiv's registration statement having been declared effective by the SEC and no stop order having been issued or proceedings for suspension of the effectiveness of Vantiv's registration statement having been initiated by the SEC and Vantiv having received all necessary U.S. state securities law or blue sky authorisations;

Listing on the London Stock Exchange

j) the FCA having acknowledged to Vantiv or its agent (and such acknowledgement not having been withdrawn) that the application for the admission of the New Vantiv Shares to the Official List with a standard listing has been approved and (after satisfaction of any conditions to which such approval is expressed to be subject ("listing conditions")) admission will become effective as soon as a dealing notice has been issued by the FCA and any listing conditions have been satisfied, and (ii) the London Stock Exchange having acknowledged to Vantiv or its agent (and such acknowledgement not having been withdrawn) that the New Vantiv Shares will be admitted to trading on the Main Market of the London Stock Exchange;

General Third Party Clearances

k) the waiver (or non-exercise within any applicable time limits) by any relevant government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association, institution, any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction (each a "Third Party") of any termination right, right of pre-emption, first refusal or similar right (which is material in the context of the Wider Worldpay Group taken as a whole) arising as a result of or in connection with the Merger including, without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control of, Worldpay by Vantiv or any member of the Vantiv Group;

l) other than in relation to the competition law and regulatory approvals referred to in paragraphs (b) – (e) above, no Third Party having decided to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference, or enacted, made or proposed any statute, regulation, decision or order, or having taken any other steps which would or might reasonably be expected to:

(i) require, prevent or delay the divestiture, or alter the terms envisaged for any proposed divestiture by any member of the Wider Vantiv Group or any member of the Wider Worldpay Group of all or any portion of their respective businesses, assets or property or impose any limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own any of their respective assets or properties or any part thereof which in any such case would be material in the context of the Wider Worldpay Group taken as a whole;

(ii) require, prevent or materially delay, or materially alter the terms envisaged for, any proposed divestiture by any member of the Wider Vantiv Group of any shares or other securities in Worldpay;

(iii) impose any material limitation on, or result in a delay in, the ability of any member of the Wider Vantiv Group directly or indirectly to acquire or to hold or to exercise effectively, directly or indirectly, all or any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of the Wider Worldpay Group or the Wider Vantiv Group or to exercise management control over any such member, in each case, to an extent which is material in the context of the Wider Worldpay Group;

(iv) otherwise adversely affect the business, assets, profits or prospects of any member of the Wider Vantiv Group or of any member of the Wider Worldpay Group to an extent which is material in the context of the Wider Vantiv Group or the Wider Worldpay Group, in either case taken as a whole;

(v) make the Merger or its implementation or the acquisition or proposed acquisition by Vantiv or any member of the Wider Vantiv Group of any shares or other

securities in, or control of Worldpay void, illegal, and/or unenforceable under the laws of any relevant jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, delay or otherwise interfere with the same, or impose material additional conditions or obligations with respect thereto, or otherwise challenge or interfere therewith;

(vi) require (save as envisaged in the Merger) any member of the Wider Vantiv Group or the Wider Worldpay Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Worldpay Group or the Wider Vantiv Group owned by any third party where such acquisition would be material in the context of the Wider Worldpay Group taken as a whole or, as the case may be, the Wider Vantiv Group taken as a whole;

(vii) impose any limitation on the ability of any member of the Wider Vantiv Group to integrate or co-ordinate its business, or any part of it, with the businesses or any part of the businesses of any other member of the Wider Worldpay Group which is adverse to and material in the context of the Wider Worldpay Group or the Wider Vantiv Group, in each case taken as a whole in the context of the Merger; or

(viii) result in any member of the Wider Worldpay Group ceasing to be able to carry on business under any name under which it presently does so,

and all applicable waiting and other time periods during which any such Third Party could institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or any other step under the laws of any jurisdiction in respect of the Merger or the acquisition or proposed acquisition of any Worldpay Shares having expired, lapsed or been terminated;

m) in addition to the competition law and regulatory approvals referred to in paragraphs (b) – (e) above, all necessary filings or applications having been made in connection with the Merger and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Merger or the acquisition by any member of the Wider Vantiv Group of any shares or other securities in, or control of, Worldpay and all authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals or the proposed acquisition of any shares or other securities in, or control of, Worldpay by any member of the Wider Vantiv Group having been obtained in terms and in a form reasonably satisfactory to Vantiv from all appropriate Third Parties or persons with whom any member of the Wider Worldpay Group has entered into contractual arrangements and all such authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals together with all authorisations orders, recognitions, grants, licences, confirmations, clearances, permissions and approvals necessary or appropriate to carry on the business of any member of the Wider Worldpay Group, in each case which is material in the context of the Wider Vantiv Group or the Wider Worldpay Group as a whole, remaining in full force and effect and all material filings necessary for such purpose have been made and there being no notice or intimation of any intention to revoke or not to renew any of the same at the time at which the Merger becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;

Certain matters arising as a result of any arrangement, agreement etc.

n) except as Disclosed, there being no provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Worldpay Group is a party or by or to which any such member or any of its assets are or may be bound, entitled or subject, which, in each case as a consequence of the Merger or the proposed acquisition of any shares or other securities in Worldpay or because of a change in the control or management of Worldpay or otherwise, would or would reasonably be expected to result in (in each case to an extent which is material in the context of the Wider Worldpay Group as a whole, or in the context of the Merger):

(i) any monies borrowed by or any other indebtedness or liabilities (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;

(ii) any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or adversely affected or any onerous obligation or liability arising or any action being taken or arising thereunder;

(iii) any assets or interests of any such member being or falling to be disposed of or charged or ceasing to be available to any such member or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any such member other than in the ordinary course of business;

(iv) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any such member;

(v) the rights, liabilities, obligations or interests of any such member in, or the business of any such member with, any person, firm or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or affected;

(vi) the value of any such member or its financial or trading position or prospects being prejudiced or adversely affected;

(vii) any such member ceasing to be able to carry on business under any name under which it presently does so; or

(viii) the creation of any liability, actual or contingent, by any such member, other than trade creditors or other liabilities incurred in the ordinary course of business,

and no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Worldpay Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would or might reasonably be expected to result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (viii) of this Condition, in each case which is or would be material in the context of the Wider Worldpay Group taken as a whole;

No material transactions, claims or changes in the conduct of the business of the Worldpay Group

o) except as Disclosed, no member of the Wider Worldpay Group having, since 31 December 2016:

(i) save as between Worldpay and wholly-owned subsidiaries of Worldpay or for Worldpay Shares issued pursuant to the exercise of options or vesting of awards granted under the Worldpay Share Schemes, issued, authorised or proposed the issue of additional shares of any class;

(ii) save as between Worldpay and wholly-owned subsidiaries of Worldpay or for the grant of options and awards under the Worldpay Share Schemes, issued or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;

(iii) other than to another member of the Worldpay Group, recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution whether payable in cash or otherwise save for the Dividends;

(iv) save for intra-Worldpay Group transactions, merged or demerged with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, acquisition or disposal, transfer, mortgage, charge or security interest, in each case, other than in the ordinary course of business;

(v) save for intra-Worldpay Group transactions, made or authorised or proposed or announced an intention to propose any material change in its loan capital;

(vi) issued, authorised or proposed the issue of any debentures or (save for intra-Worldpay Group transactions), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any liability (actual or contingent);

(vii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital;

(viii) implemented, or authorised, proposed or announced its intention to implement, any reconstruction, amalgamation, scheme, commitment or other transaction or arrangement otherwise than in the ordinary course of business or entered into or changed the terms of any contract with any director or senior executive;

(ix) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, onerous or unusual nature or magnitude or which is or could be restrictive on the businesses of any member of the Wider Worldpay Group or the Wider Vantiv Group or which involves an obligation of such a nature or magnitude or which is other than in the ordinary course of business and which, in any such case, is material in the context of the Wider Worldpay Group taken as a whole;

(x) (other than in respect of a member of the Wider Worldpay Group which is dormant and was solvent at the relevant time) taken any corporate action or had any legal proceedings started or threatened against it for its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of all or any of its assets or revenues or any analogous proceedings in any jurisdiction or had any such person appointed;

(xi) entered into any contract, transaction or arrangement which would be restrictive on the business of any member of the Wider Worldpay Group or the Wider Vantiv Group other than to a nature and extent which is normal in the context of the business concerned;

(xii) waived or compromised any claim otherwise than in the ordinary course of business and which is material in the context of the Wider Worldpay Group taken as a whole;

(xiii) entered into any contract, commitment, arrangement or agreement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or to propose to, effect any of the transactions, matters or events referred to in this condition and which is material in the context of the Wider Worldpay Group taken as a whole;

(xiv) having made or agreed or consented to any change to:

A. the terms of the trust deeds constituting the pension scheme(s) established by any member of the Wider Worldpay Group for its directors, employees or their dependents;

B. the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;

C. the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or

D. the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made,

in each case, to the extent which is material in the context of the Wider Worldpay Group taken as a whole;

(xv) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any person employed by the Wider Worldpay Group and in each case which is material in the context of the Wider Worldpay Group taken as a whole; or

(xvi) having taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Worldpay Shareholders in a general meeting in accordance with, or as contemplated by, Rule 21.1 of the Code,

No adverse change, litigation or regulatory enquiry

p) except as Disclosed, since 31 December 2016:

(i) no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits or prospects of any member of the Wider Worldpay Group which is material in the context of the Wider Worldpay Group taken as a whole;

(ii) no litigation, arbitration proceedings, prosecution or other legal or regulatory proceedings to which any member of the Wider Worldpay Group is or may become a party (whether as a plaintiff, defendant or otherwise) and no investigation by any Third Party against or in respect of any member of the Wider Worldpay Group having been instituted, announced or threatened by or against or remaining outstanding in respect of any member of the Wider Worldpay Group which is material in the context of the Wider Worldpay Group taken as a whole;

(iii) no contingent or other liability having arisen or become apparent to Vantiv which would be likely to adversely affect any member of the Wider Worldpay Group, taken as a whole;

(iv) no steps having been taken which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Worldpay Group which is necessary for the proper carrying on of its business; and

(v) no member of the Wider Worldpay Group having conducted its business in breach of any applicable laws and regulations which in any case is material in the context of the Wider Worldpay Group taken as a whole;

No discovery of certain matters

q) except as Disclosed, Vantiv not having discovered:

(i) that any financial, business or other information concerning the Wider Worldpay Group as contained in the information publicly disclosed at any time by or on behalf of any member of the Wider Worldpay Group is misleading, contains a misrepresentation of fact or omits to state a fact necessary to make that information not misleading; or

(ii) that any member of the Wider Worldpay Group is subject to any liability (actual or contingent) which is not disclosed in the annual report and accounts of Worldpay for the financial year ended 31 December 2016,

in each case, to the extent which is material in the context of the Wider Worldpay Group taken as a whole;

r) except as Disclosed, Vantiv not having discovered that:

(i) any past or present member of the Wider Worldpay Group has failed to comply in any material respect with any and/or all applicable legislation or regulations, of any jurisdiction with regard to the use, storage, carriage, disposal, spillage, release, discharge, leak or emission of any waste or hazardous substance or any substance likely to impair materially the environment (including property) or harm human health or animal health or otherwise relating to environmental matters or the health and safety of humans, or that there has otherwise been any such storage, carriage, disposal, spillage, release, discharge, leak or emission (whether or not the same constituted a non-compliance by any person with any such legislation or regulations, and wherever the same may have taken place) any of which storage, carriage, disposal, spillage, release, discharge, leak or emission would be likely to give rise to any material liability (actual or contingent) on the part of any member of the Wider Worldpay Group;

(ii) there is, or is likely to be, for that or any other reason whatsoever, any material liability (actual or contingent) of any past or present member of the Wider Worldpay Group to make good, repair, reinstate or clean up any property now or previously owned, occupied, operated or made use of or controlled by any such past or present member of the Wider Worldpay Group, under any environmental legislation, regulation, notice, circular or order of any government, governmental, quasi-governmental, state or local government, supranational, statutory or other regulatory body, agency, court, association or any other person or body in any jurisdiction;

Anti-corruption, sanctions and criminal property

s) save as Disclosed, Vantiv not having discovered that:

(i) any past or present member, director, officer or employee of the Wider Worldpay Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption legislation or any person that performs or has performed services for or on behalf of the Wider Worldpay Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption legislation; or

(ii) any asset of any member of the Wider Worldpay Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition); or

(iii) any past or present member, director, officer or employee of the Worldpay Group, or any other person for whom any such person may be liable or responsible, has engaged in any business with, made any investments in, made any funds or assets available to or received any funds or assets from: (a) any government, entity or individual in respect of which U.S. or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by U.S. or European Union laws or regulations, including the economic sanctions administered by the U.S. Office of Foreign Assets Control, or HM Treasury in the U.K.; or (b) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the U.S., the European Union or any of its member states; or

(iv) no member of the Worldpay Group being engaged in any transaction which would cause Vantiv to be in breach of any law or regulation upon its acquisition of Worldpay, including the economic sanctions of the U.S. Office of Foreign Assets Control, or HM Treasury & Customs in the U.K., or any government, entity or individual targeted by any of the economic sanctions of the United Nations, the U.S., the European Union or any of its member states.

Part B

Waiver and Invocation of the Conditions

Subject to the requirements of the Panel in accordance with the Code, Vantiv reserves the right to waive, in whole or in part, all or any of the Conditions in Part A above, except for Conditions (a)(i)(A), (a)(ii)(A) and (a)(iii)(A) (*Scheme Approval*), (g) (*Vantiv Shareholder approval*), (h) and (i) (*Listing on the New York Stock Exchange, effectiveness of registration*), and (j) (*Listing on the London Stock Exchange*), which cannot be waived.

The Merger will be subject to the satisfaction (or waiver, if permitted) of the Conditions in Part A above, and to certain further terms set out in Part D below, and to the full terms and conditions which will be set out in the Scheme Document.

Conditions (a)(i)(A), (a)(ii)(A) and (b) to (s) (inclusive) must be fulfilled, or waived by, no later than 11.59 p.m. on the date immediately preceding the date of the Court Hearing, failing which the Scheme will lapse. Vantiv shall be under no obligation to waive or treat as satisfied any of the Conditions which are capable of waiver by a date earlier than the latest date specified above for the fulfilment or waiver thereof, notwithstanding that the other Conditions to the Merger may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.

Part C

Implementation by way of Takeover Offer

Subject to obtaining the consent of the Panel, Vantiv reserves the right to elect to implement the Merger by way of a Takeover Offer as an alternative to the Scheme, if: (i) Worldpay provides its written consent (an "Agreed Switch"), (ii) in the event that (a) the Meetings are not held on or before the 22nd day after their respective expected dates as set out in the Scheme Document (or such later date as may be agreed in writing between the parties with the consent of the Panel and the approval of the Court (if such approval is required)), or (b) the Court Hearing is not held on or before the 22nd day after the expected date as set out in the Scheme Document (or such later date as may be agreed in writing between the parties with the consent of the Panel and the approval of the Court (if such approval is required)), (iii) the board of directors of Worldpay withdraws or materially and adversely qualifies its recommendation of the Merger, or (iv) a third party announces a firm intention to make an offer for the entire issued and to be issued ordinary share capital of Worldpay and the board of directors of Worldpay recommends the Worldpay Shareholders to accept such offer (or, if it is to be implemented by way of a scheme of arrangement pursuant to Part 26 of the Act, to vote in favour of such scheme) or fails to publicly reaffirm its unanimous and unconditional recommendation to the Worldpay Shareholders to vote in favour of the Scheme within 5 days of being requested by Vantiv in writing to do so.

In such event, such Takeover Offer will be implemented on the same terms and conditions, so far as applicable, as those which would apply to the Scheme subject to appropriate amendments to reflect the change in method of effecting the Takeover Offer, including (without limitation) the inclusion of an acceptance condition set at 75 per cent. of the Worldpay Shares to which the Takeover Offer relates, provided that in the event of an Agreed Switch, such acceptance condition shall be set at not less than 90 per cent. of the Worldpay Shares to which the Takeover Offer relates (or such lesser percentage as may be agreed between Vantiv and Worldpay in writing after consultation with the Panel (if necessary), being in any case more than 50 per cent. of the voting rights normally exercisable at a general meeting of Worldpay, including, for this purpose, any such voting rights attaching to Worldpay Shares that are unconditionally allotted or issued before the Takeover Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise). Further, if sufficient acceptances of the Takeover Offer are received and/or sufficient Worldpay Shares are otherwise acquired, it is the intention of Vantiv to apply the provisions of the Companies Act to compulsorily acquire any outstanding Worldpay Shares to which such Takeover Offer relates.

Part D

Certain further terms of the Merger

The Scheme will lapse if the Scheme or Takeover Offer or any matter arising from or relating to the Merger becomes subject to a CMA Phase 2 Reference before the date of the Court Meeting.

The availability of the Merger to persons not resident in the U.K. may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the U.K. should inform themselves about, and observe, any applicable requirements. Worldpay Shareholders who are in any doubt about such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay and observe any applicable requirements.

This Merger will be governed by English law and be subject to the jurisdiction of the English courts and to the Conditions set out in the formal Scheme Document. The Merger will comply with the applicable rules and regulations of the Financial Conduct Authority and the London Stock Exchange and the Code.

Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

Fractions of New Vantiv Shares will not be allotted or issued to persons pursuant to the Scheme. Fractional entitlements to New Vantiv Shares will be aggregated and sold in the market and the net proceeds of sale distributed pro rata to the relevant Vantiv Shareholders in accordance with their fractional entitlements (rounded down to the nearest penny).

The Worldpay Shares will be acquired by Vantiv and/or Bidco with full title guarantee, fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third party rights or interests whatsoever and together with all rights existing at the date of this Announcement or thereafter attaching thereto, including (without limitation) the right to receive and retain, in full, all dividends and other distributions (if any) declared, made or paid or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made on or after the date of this Announcement in respect of the Worldpay Shares, other than the Dividends. It is expected that Vantiv will acquire approximately 87 per cent., and Bidco will acquire approximately 13 per cent., of the Worldpay Shares.

The consideration payable in respect of each Worldpay Share under the terms of the Merger shall be reduced to the extent that the Dividends exceed 5 pence per Worldpay Share. If any dividend or other distribution is announced, declared, made or paid in respect of the Worldpay Shares on or after the date of this Announcement and prior to the Effective Date, other than the Dividends, Vantiv reserves the right to reduce the consideration payable in respect of each Worldpay Share by the amount of all or part of any such dividend or other distribution.

The New Vantiv Shares will be issued credited as fully paid and will rank pari passu in all respects with the existing Vantiv Shares, save that they will not participate in any dividend payable by Vantiv with reference to a record date prior to the Effective Date.

APPENDIX II

SOURCES OF INFORMATION AND BASES OF CALCULATION

In this Announcement:

(i) Unless otherwise stated, financial information concerning Worldpay has been extracted from the Annual Report and Accounts of Worldpay for the year ended 31 December 2016 and Worldpay's results for the six months ended 30 June 2017.

(ii) Unless otherwise stated, financial information concerning Vantiv has been extracted from the form 10-K of Vantiv for the year ended 31 December 2016 and the Vantiv Q2 Results.

(iii) The value of Worldpay's entire issued and to be issued ordinary share capital implied by the terms of the Merger is based upon the fully diluted ordinary share capital of Worldpay comprising (i) 2,000,000,000 Worldpay Shares in issue on 8 August 2017 (being the last practicable date prior to this Announcement) and (ii) 2,713,175 Worldpay Shares expected to be issued on or after the date of this Announcement to satisfy the vesting of awards and the exercise of options granted under the Worldpay Share Schemes.

(iv) The enterprise value of Worldpay implied by the terms of the Merger is based on the value of Worldpay's entire issued and to be issued ordinary share capital set out in paragraph (iii) above, plus Worldpay's net debt of £1.4 billion (based on £1.3 billion net debt at 30 June 2017 (excluding the cash held in respect of the Worldpay CVRs) and adjusted for the payment of Dividends and expected cash settlement for certain options and awards under the Worldpay Share Schemes).

(v) As at 8 August 2017 (being the last practicable date prior to this Announcement), Vantiv had 162,530,466 Vantiv Shares (being Vantiv Class A common stock) and 35,042,826 shares of Vantiv Class B common stock in issue, and as at 7 August 2017 (being the last practicable date prior to this Announcement for this purpose) Vantiv had 2,134,694 Vantiv Shares to be issued on or after the date of this Announcement to satisfy the vesting of awards and the exercise of options granted under Vantiv's equity compensation plans.

(vi) The pro forma enterprise value of the Combined Company is based on the closing price of Vantiv Shares as at 8 August 2017 (being the last practicable date prior to this Announcement) multiplied by the sum of:

   i. the fully diluted share capital of each of Vantiv as set out in paragraph (v) above, minus 19,790,000 Vantiv Shares to be repurchased from Fifth Third pursuant to the Fifth Third Transaction; and

   ii. 134,582,325 New Vantiv Shares to be issued pursuant to the Merger,

plus each of Vantiv and Worldpay's net debt as at 30 June 2017 adjusted for the financing arrangements entered into by Vantiv LLC in connection with the Merger and the Fifth Third Transaction.

(vii) The percentage ownership of the Combined Company which would be held by Worldpay Shareholders and Vantiv Shareholders respectively if the Merger completes are based on:

i. the fully diluted issued share capital of Vantiv set out in paragraph (v) above, minus 19,790,000 Vantiv Shares to be repurchased from Fifth Third pursuant to the Fifth Third Transaction; and

ii. the fully diluted ordinary share capital of Worldpay set out in paragraph (iii) above.

(viii) Unless otherwise stated, all prices for Worldpay Shares are the Closing Price derived from S&P Capital IQ for the relevant date.

(ix) Unless otherwise stated, all prices for Vantiv Shares are the closing price derived from the New York Stock Exchange on the relevant date.

(x) The exchange rate of US$1.2967:£1 for the conversion of U.S. dollars into pounds sterling has been derived from Bloomberg and is based on the exchange rate as at 5.00 p.m. BST on 8 August 2017 (being the last Business Day before the date of this Announcement).

(xi) Free cash flow is calculated as adjusted EBITDA minus capital expenditure and free cash flow conversion is calculated as (adjusted EBITDA – capital expenditure) / adjusted EBITDA.

(xii) Last Twelve Months (LTM) EBITDA for Worldpay of £497.2 million is calculated as 2017 H1 EBITDA of £247.5 million plus 2016 EBITDA of £467.6 million less 2016 H1 EBITDA of £217.9 million.

APPENDIX III

IRREVOCABLE UNDERTAKINGS

Vantiv has received irrevocable commitments from the Worldpay Directors, as listed below, in respect of their own beneficial holdings of Worldpay Shares and (to the extent relevant) the person to whom such shares are transferred in accordance with the terms of the irrevocable commitments, representing in aggregate approximately 1.05 per cent. of the existing issued ordinary share capital of Worldpay. These commitments require each Worldpay Director to vote or procure that the registered holder votes in favour of the resolutions relating to the Scheme at the Meetings (or, in the event the Merger is implemented by means of a Takeover Offer, to accept, or procure acceptance of, the Takeover Offer).

Name of Worldpay Director	Number of Worldpay Shares	Percentage of Worldpay issued ordinary share capital
Sir Michael Rake	83,333	<0.01%
Philip Jansen	7,538,577	0.38%
Ron Kalifa	5,758,242	0.29%
Rick Medlock	5,418,087	0.27%
John Allan	1,923,141	0.10%
Martin Scicluna	304,903	0.02%
Deanna Oppenheimer	30,000	<0.01%
TOTAL	21,056,283	1.05%

These irrevocable commitments will continue to be binding in the event that a higher competing offer is made for Worldpay.

These irrevocable commitments will cease to be binding on the earliest to occur of the following events:

- if Vantiv and/or Bidco publically announces, with the consent of any relevant authority (if required) and before the Scheme Document (or, if applicable, the offer document) is posted, that it does not intend to proceed with the Merger and no new, revised or replacement Scheme or Takeover Offer is contemporaneously announced by Vantiv; or
- if the Merger lapses or is withdrawn other than where the Merger is withdrawn or lapses solely as a result of Vantiv and/or Bidco exercising its right to implement the Merger by way of a Takeover Offer rather than the Scheme;
- if the Scheme does not become Effective, or, if Vantiv and/or Bidco elects to implement the Merger by way of a Takeover Offer, the Takeover Offer does not become wholly unconditional, in each case by 31 March 2018 (or such later time or date as Worldpay and Vantiv agree in writing, with the consent of the Panel);

- if any competing offer for the issued and to be issued ordinary share capital of Worldpay is made which is declared wholly unconditional (if implemented by way of a takeover offer) or otherwise becomes effective (if implemented by way of a scheme of arrangement);
- if the Merger is implemented by way of a Takeover Offer, the offer document is not posted to shareholders of Worldpay within the permitted period under the Code or as otherwise agreed with the Panel; or
- if the Vantiv Proxy Statement and (if different) the document convening the Vantiv Shareholders' Meeting does not include the Vantiv Recommendation or it is announced before the publication of the Vantiv Proxy Statement that the board of directors of Vantiv no longer intends to make such recommendation or a Vantiv Adverse Recommendation Announcement is made.

APPENDIX IV

QUANTIFIED FINANCIAL BENEFITS STATEMENT

Part A

Section 4 of this Announcement contains statements of estimated cost savings and synergies arising from the Merger (together, the "Quantified Financial Benefits Statement").

A copy of the Quantified Financial Benefits Statement is set out below:

> *"Vantiv anticipates that the Merger will result in annual recurring pre-tax cost synergies of approximately US$200 million. The synergies are expected to be fully realised by the end of the third year following completion of the Merger.*
>
> *The expected sources of the identified cost synergies are as follows:*
>
> - *approximately 63 per cent. from savings in operations, technology, selling, general & administrative expenditure in the U.S. through consolidation of the Combined Company's U.S. businesses;*
> - *approximately 22 per cent. from savings in general & administrative expenditure through consolidation of the Combined Company's corporate functions; and*
> - *approximately 15 per cent. from savings in technology, operations, selling, general & administrative expenditure through consolidation of the Combined Company's eCommerce businesses and operations and technology functions.*
>
> *The Combined Company is expected to incur one-off restructuring and integration costs of approximately US$330 million. The majority of these costs will be incurred by the end of the second year following completion of the Merger. Aside from the integration costs, no material dis-synergies are expected in connection with the Merger. The expected synergies will accrue as a direct result of the Merger and would not be achieved on a standalone basis."*

Further information on the bases of belief supporting the Quantified Financial Benefits Statement, including the principal assumptions and sources of information, is set out below.

Bases of belief and principal assumptions

In preparing the Quantified Financial Benefits Statement, a synergy working group comprising senior strategy, operations, technical, sales and financial personnel from Vantiv (the "Working Group") was established to evaluate and assess the potential synergies available for the integration and undertake an initial planning exercise. The Working Group has worked collaboratively, alongside external consultants, to identify and quantify potential synergies as well as estimate any associated costs based on publicly available information, certain operating and financial information provided by Worldpay and a series of meetings and/or calls with the key management personnel of Worldpay.

In circumstances where the information provided by Worldpay has been limited for commercial or other reasons, the Working Group has made estimates and assumptions to aid its development of individual synergy initiatives. The assessment and quantification of the potential synergies have in turn been informed by Vantiv management's industry experience as well as their experience of executing and integrating past acquisitions.

The cost bases used as the basis for the Quantified Financial Benefits Statement are those contained in the form 10-K of Vantiv and the annual report and accounts of Worldpay for the year ended 31 December 2016 and Worldpay's cost forecasts for 2017. The exchange rate used as the basis for the Quantified Financial Benefits Statement is £1:US$1.359.

The quantified synergies are incremental to Vantiv's and to the best of Vantiv's knowledge, Worldpay's existing plans.

In general, the synergy assumptions have in turn been risk adjusted, exercising a degree of prudence in the calculation of the estimated synergy benefit set out above.

In arriving at the estimate of synergies set out in the Quantified Financial Benefits Statement, the Vantiv management has made the following assumptions:

- Worldpay's processing capabilities in the U.S. will be migrated to Vantiv's processing platforms and Worldpay's legacy platform will be retired; and
- Vantiv will maintain its New York Stock Exchange listing and obtain a secondary standard listing on the London Stock Exchange and Worldpay will be de-listed from the London Stock Exchange.

In addition, in arriving at the Quantified Financial Benefits Statement, the Vantiv management has also made the following assumptions, all of which are outside the influence of Vantiv:

- there will be no material impact on the underlying operations of either company or their ability to continue to conduct their businesses;
- there will be no material change to macroeconomic, political, regulatory or legal conditions in the markets or regions in which Vantiv and Worldpay operate that will materially impact on the implementation or costs to achieve the proposed cost savings;
- there will be no material change in current foreign exchange rates; and
- there will be no change in legislation or regulation in the countries in which Vantiv and Worldpay operate that could materially impact the ability to achieve any benefits.

Reports

As required by Rule 28.1(a) of the Code, Deloitte, as reporting accountants to Vantiv, and Morgan Stanley and Credit Suisse, as joint financial advisers to Vantiv, have provided the reports required under that Rule.

Copies of these reports are included in Part B and Part C of this Appendix IV. Each of Deloitte, Morgan Stanley and Credit Suisse has given and not withdrawn its consent to the publication of its report in this Announcement in the form and context in which it is included.

Notes

1. These statements of estimated synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. In addition, due to the scale of the Combined Company, there may be additional changes to the Combined Company's operations. As a result, the estimated synergies referred to may not be achieved, or may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated.
2. The Quantified Financial Benefits Statement should not be construed as a profit forecast or interpreted to mean that Vantiv's earnings in the first full year following the Effective Date, or in any subsequent period, will necessarily match or be greater than or be less than those of Vantiv or Worldpay for the relevant preceding financial period or any other period.
3. For the purposes of Rule 28 of the Code, the Quantified Financial Benefits Statement is the responsibility of the Vantiv Directors.

Part B

Report from Deloitte LLP

The Board of Directors
on behalf of Vantiv, Inc.
8500 Governors Hill Drive
Symmes Township
OH 45249
United States of America

Morgan Stanley & Co. International plc
25 Cabot Square
Canary Wharf
London
E14 4QA
United Kingdom

Credit Suisse International
One Cabot Square
Canary Wharf
London
E14 4QJ
United Kingdom

9 August 2017

Dear Sirs

Recommended Merger of Worldpay Group PLC (the "Target") with Vantiv, Inc. (the "Offeror") and Vantiv UK Limited (a subsidiary of Vantiv, Inc.)

We report on the statement made by the directors of the Offeror (the "Directors") of synergy benefits set out in Part A of Appendix IV to the announcement (the "Announcement") issued by the Offeror (the "Quantified Financial Benefits Statement" or the "Statement"). The Statement has been made in the context of the disclosures within Part A setting out, inter alia, the basis of the Directors' belief (identifying the principal assumptions and sources of information) supporting the Statement and their analysis, explanation and quantification of the constituent elements.

Responsibilities

It is the responsibility of the Directors to prepare the Statement in accordance with Rule 28 of the City Code on Takeovers and Mergers (the "Takeover Code").

It is our responsibility to form our opinion, as required by Rule 28.1(a) of the Takeover Code, as to whether: the Statement has been properly compiled on the basis stated and to report that opinion to you.

This report is given solely for the purposes of complying with Rule 28.1(a)(i) of the Takeover Code and for no other purpose. Therefore, to the fullest extent permitted by law we do not assume any other responsibility to any person for any loss suffered by any such person as a result of, arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with Rule 23.2 of the Takeover Code, consenting to its inclusion in the Announcement.

Basis of opinion

We conducted our work in accordance with the Standards for Investment Reporting issued by the Auditing Practices Board in the United Kingdom.

Our work included considering whether the Statement has been accurately computed based upon the disclosed bases of belief (including the principal assumptions). Whilst the bases of belief (and the principal assumptions) upon which the Statement is based are solely the responsibility of the Directors, we considered whether anything came to our attention to indicate that any of the bases of belief (or principal assumptions) adopted by the Directors which, in our opinion, are necessary for a proper understanding of the Statement have not been disclosed or if any basis of belief (or principal assumption) made by the Directors appears to us to be unrealistic. Our work did not involve any independent examination of any of the financial or other information underlying the Statement.

We planned and performed our work so as to obtain the information and explanations we considered necessary in order to provide us with reasonable assurance that the Quantified Financial Benefits Statement has been properly compiled on the basis stated.

Since the Statement (and the principal assumptions on which it is based) relates to the future, the actual synergy benefits achieved are likely to be different from those anticipated in the Statement and the differences may be material. Accordingly, we can express no opinion as to the achievability of the synergy benefits identified by the Directors in the Statement.

Our work has not been carried out in accordance with auditing or other standards and practices generally accepted in jurisdictions outside the United Kingdom, including the United States of America, and accordingly should not be relied upon as if it had been carried out in accordance with those standards and practices. We have not consented to the inclusion of this report and our opinion in any registration statement filed with the SEC under the U.S. Securities Act of 1933 (either directly or by incorporation by reference) or in any offering document enabling an offering of securities in the United States (whether under Rule 144A or otherwise). We therefore accept no responsibility to, and deny any liability to, any person using this report and opinion in

connection with any offering of securities inside the United States of America or who makes a claim on the basis they had acted in reliance on the protections afforded by United States of America law and regulation.

Opinion

In our opinion, based on the foregoing, the Quantified Financial Benefits Statement has been properly compiled on the basis stated.

Yours faithfully

Deloitte LLP

Deloitte LLP is a limited liability partnership registered in England and Wales with registered number OC303675 and its registered office at 2 New Street Square, London EC4A 3BZ, United Kingdom. Deloitte LLP is the United Kingdom affiliate of Deloitte NWE LLP, a member firm of Deloitte Touche Tohmatsu Limited, a U.K. private company limited by guarantee (“DTTL”). DTTL and each of its member firms are legally separate and independent entities. DTTL and Deloitte NWE LLP do not provide services to clients. Please see www.deloitte.com/about to learn more about our global network of member firms.

Part C

Report from Morgan Stanley and Credit Suisse

The Directors
Vantiv, Inc.
8500 Governor's Hill Drive
Symmes Township
Cincinnati
Ohio 45249
United States of America

9 August 2017

Dear Sirs,

Recommended merger of Worldpay Group plc ("Worldpay") with Vantiv, Inc ("Vantiv") and Vantiv UK Limited (the "Merger")

We refer to the Quantified Financial Benefits Statement, the bases of belief thereof and the notes thereto (together, the "Statement") as set out in Part A of Appendix IV of this announcement, for which the board of directors of Vantiv (the "Directors") are solely responsible under Rule 28 of the City Code on Takeovers and Mergers (the "Code").

We have discussed the Statement (including the assumptions, bases of calculation and sources of information referred to therein) with the Directors and those officers and employees of Vantiv who developed the underlying plans as well as with Deloitte LLP. The Statement is subject to uncertainty as described in this announcement and our work did not involve an independent examination of any of the financial or other information underlying the Statement.

We have relied upon the accuracy and completeness of all the financial and other information provided to us by or on behalf of Vantiv, or otherwise discussed with or reviewed by us, and we have assumed such accuracy and completeness for the purposes of providing this letter.

We do not express any view as to the achievability of the quantified financial benefits identified by the Directors.

We have also reviewed the work carried out by Deloitte LLP and have discussed with them the opinion set out in Part B of Appendix IV of this announcement addressed to yourselves and ourselves on this matter, and the bases of calculation for the Statement.

This letter is provided to you solely in connection with Rule 28.1(a)(ii) of the Code and for no other purpose. We are acting exclusively as financial advisers to Vantiv and no-one else in connection with the Merger and it was for the purpose of complying with Rule 28.1(a)(ii) that Vantiv requested us to prepare this report on the Statement. We accept no responsibility to Vantiv or its shareholders or any person other than the Directors in respect of the contents of this letter; no person other than the Directors can rely on the contents of, or the work undertaken in connection with, this letter, and to the fullest extent permitted by law, we exclude and disclaim all liability (whether in contract, tort or otherwise) to any other person, in respect of this letter, its contents or the work undertaken in connection with this letter or any of the results that can be derived from this letter or any written or oral information provided in connection with this letter, and any such liability is expressly disclaimed except to the extent that such liability cannot be excluded by law.

On the basis of the foregoing, we consider that the Statement, for which you as the Directors are solely responsible for purposes of Rule 28 of the Code, has been prepared with due care and consideration.

Yours faithfully,

Morgan Stanley & Co. International plc and Credit Suisse International

APPENDIX V

VANTIV PROFIT FORECAST

On the date of this Announcement, Vantiv released its results for the second quarter ended 30 June 2017, which, in the press release covering the results, was supplemented by the following statements:

> *"On a GAAP basis, net income per diluted share attributable to Vantiv, Inc. is expected to be $1.31 - $1.36 for the full-year 2017. Pro forma adjusted net income per share is expected to be $3.31 - $3.36 for the full-year 2017.*
>
> *On a GAAP basis, net income per diluted share attributable to Vantiv, Inc. is expected to be $0.41 - $0.43 for the third quarter of 2017. Pro forma adjusted net income per share is expected to be $0.88 - $0.90 for the third quarter of 2017."*

Each of the above statements constitutes an ordinary course profit forecast for the purposes of Rule 28 of the Code (together, the "Vantiv Profit Forecast").

Set out below is the basis of preparation in respect of the Vantiv Profit Forecast, together with the assumptions on which it is based.

Basis of preparation

The Vantiv Profit Forecast is based on the annual results for the Vantiv Group for the year ended 31 December 2016, the unaudited management accounts of the Vantiv Group for the six months ended 30 June 2017 and a forecast for the six months beginning 1 July 2017 and ending 31 December 2017.

The Vantiv Profit Forecast has been prepared on a basis consistent with the Vantiv Group's accounting policies which are in accordance with U.S. GAAP. These policies are consistent with those applied in the preparation of the Vantiv Group's annual results for the year ended 31 December 2016 and those applicable for the year ending 31 December 2017.

The Vantiv Profit Forecast excludes any transaction costs applicable to the Scheme or any other associated accounting impacts as a direct result of the Scheme.

Assumptions

The Vantiv Profit Forecast is based on the following assumptions for the year ending 31 December 2017:

Factors outside the influence or control of the Vantiv Directors:

- There will be no material changes to existing prevailing macroeconomic or political conditions in the markets and regions in which the Vantiv Group operates.
- There will be no material changes to the conditions of the markets and regions in which the Vantiv Group operates or in relation to customer demand or the behaviour of competitors in those markets and regions.
- The interest, inflation and tax rates in the markets and regions in which the Vantiv Group operates will remain materially unchanged from the prevailing rates.
- There will be no material adverse events that will have a significant impact on Vantiv's financial performance.
- There will be no business disruptions that materially affect the Vantiv Group or its key customers, including natural disasters, acts of terrorism, cyber-attack and/or technological issues or supply chain disruptions.
- There will be no material changes in legislation or regulatory requirements or payment network rules impacting on the Vantiv Group's operations or its accounting policies.
- The Scheme will not result in any material changes to Vantiv's obligations to customers.
- The Scheme will not have any material impact on Vantiv's ability to negotiate new business.

Factors within the influence and control of the Vantiv Directors:

- There will be no material change to the present management of Vantiv.
- There will be no material change in the operational strategy of the Vantiv Group.
- There will be no material acquisitions or disposals.
- There will be no material strategic investments over and above those currently planned.
- There will be no unexpected technical or network issues with products or process.

Vantiv Directors' confirmation

With the consent of Worldpay, the Panel has granted a dispensation from the Code requirement for Vantiv's reporting accountants and financial advisers to prepare reports in respect of the Vantiv Profit Forecast.

The Vantiv Directors have considered the Vantiv Profit Forecast and confirm that it remains valid as at the date of this Announcement, and has been properly compiled on the basis of the assumptions set out in this Appendix V and that the basis of the accounting used is consistent with Vantiv's accounting policies.

APPENDIX VI

DEFINITIONS

Admission means admission of the New Vantiv Shares to: (a) the standard listing segment of the Official List (in accordance with the Listing Rules and the Financial Services and Markets Act 2000), and (b) trading on the Main Market (in accordance with the Admission and Disclosure Standards of London Stock Exchange);

Agreed Switch has the meaning given in Section 20 of this Announcement;

Announcement means this announcement made pursuant to Rule 2.7 of the Code;

Articles means the articles of association of Worldpay from time to time;

associated undertaking has the meaning given by paragraph 19 of Schedule 6 to the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 other than paragraph 19(1)(b) of Schedule 6 to those Regulations which shall be excluded for this purpose;

B2B means business-to-business;

Barclays means Barclays Bank PLC, acting through its Investment Bank;

Bidco means Vantiv UK Limited, a newly-incorporated English company with registered number 10889371;

Business Day means a day, (other than a Saturday, Sunday, public or bank holiday) on which banks are generally open for business in London and New York;

Closing Price means the closing middle market quotation of a share derived from the Daily Official List of the London Stock Exchange;

CMA means the U.K. Competition and Markets Authority (or any successor body or bodies carrying out the same functions in the United Kingdom from time to time);

CMA Phase 2 Reference means a reference pursuant to sections 22, 33, 45 or 62 of the Enterprise Act 2002 (as amended) of the Merger to the chair of the CMA for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013 (as amended);

Code means the City Code on Takeovers and Mergers;

Combined Company means the enlarged group following the Merger, comprising the Vantiv Group and the Worldpay Group;

Community means the European Community;

Companies Act means the Companies Act 2006, as amended;

Conditions means the conditions to the Merger set out in Part A of Appendix I;

Confidentiality Agreement means the confidentiality agreement entered into between Worldpay and Vantiv, dated 4 January 2016;

Co-operation Agreement means the agreement entered into on or around the date of this Announcement between Vantiv and Worldpay and relating, amongst other things, to the implementation of the Merger;

Court means the High Court of Justice in England and Wales;

Court Hearing means the Court hearing at which Worldpay will seek an order sanctioning the Scheme pursuant to Part 26 of the Companies Act;

Court Meeting means the meeting or meetings of the Worldpay Shareholders to be convened by order of the Court pursuant to Part 26 of the Companies Act for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment approved or imposed by the Court and agreed to by Vantiv and Worldpay) including any adjournment, postponement or reconvention of any such meeting, notice of which shall be contained in the Scheme Document;

Court Order means the order of the Court sanctioning the Scheme under section 899 of the Companies Act;

Credit Suisse means Credit Suisse International;

CREST means the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755) in respect of which Euroclear UK & Ireland Limited is the Operator (as defined in the Regulations);

Deloitte or Deloitte LLP means Deloitte LLP, the United Kingdom affiliate of Deloitte NWE LLP, a member firm of Deloitte Touche Tohmatsu Limited, a U.K. private company limited by guarantee ("DTTL"). DTTL and each of its member firms are legally separate and independent entities;

Disclosed means the information which has been fairly disclosed (i) in writing prior to the date of this Announcement by or on behalf of Worldpay to Vantiv or Vantiv's financial, accounting, tax or legal advisers, (ii) in Worldpay's published annual and/or half year report and accounts for the relevant financial period or periods referred to in the relevant Condition, (iii) in any public announcement by Worldpay prior to the date of this Announcement by way of any Regulatory Information Service (including information the availability of which has been announced by way of any Regulatory Information Service), or (iii) in this Announcement;

Dividends has the meaning given in the Summary section of this Announcement;

Dutch Central Bank means De Nederlandsche Bank B.V.;

EBITDA means earnings before interest, tax, depreciation and amortisation;

Effective means:

a) if the Merger is implemented by way of the Scheme, the Scheme having become effective pursuant to its terms; or

b) if the Merger is implemented by way of a Takeover Offer, the Takeover Offer having been declared or become unconditional in all respects in accordance with the requirements of the Code;

Effective Date means the date on which the Merger becomes Effective;

EPS means earnings per share;

FCA means the Financial Conduct Authority;

Fifth Third means Fifth Third Bank, a wholly-owned indirect subsidiary of Fifth Third Bancorp;

Fifth Third Transaction has the meaning given in Section 17 of this Announcement;

Fifth Third Transaction Agreement means the agreement between Fifth Third and Vantiv dated 7 August 2017 described in Section 17 of this Announcement;

Forms of Proxy means the form of proxy in connection with each of the Court Meeting and the General Meeting, which shall accompany the Scheme Document;

FSMA means the Financial Services and Markets Act 2000, as amended;

GAAP or **U.S. GAAP** means generally accepted accounting principles in the U.S.;

General Meeting means the general meeting of the Worldpay Shareholders (including any adjournment thereof) to be convened for the purpose of considering, and if thought fit, approving the shareholder resolutions necessary to enable Worldpay to implement the Merger, notice of which shall be contained in the Scheme Document;

Goldman Sachs means Goldman Sachs International;

HSR Act means the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976 (as amended);

IPO means the initial public offering in respect of Worldpay;

Irrevocable Undertakings mean the irrevocable undertakings given by the Worldpay Directors to vote or procure votes in favour of the Scheme at the Court Meeting and the resolutions to be passed at the General Meeting (or in the event that the Merger is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) as detailed in Section 7 of this Announcement;

Listing Rules means the listing rules made by the FCA under section 73A of the Financial Services and Markets Act 2000, as amended from time to time;

London Stock Exchange means London Stock Exchange plc;

Long Stop Date means 31 March 2018, or such later date (if any) as Vantiv and Worldpay may agree, with the consent of the Panel, and the Court may allow;

Meetings means the Court Meeting and the General Meeting;

Merger means the proposed acquisition by Vantiv (or its nominee(s)) of the entire issued and to be issued ordinary share capital of Worldpay, to be implemented by means of the Scheme as described in this Announcement (or, should Vantiv so elect, by a Takeover Offer under certain circumstances described in this Announcement);

Mix and Match Facility means the facility under which Worldpay Shareholders will be entitled to elect to vary the proportions in which they receive New Vantiv Shares and in which they receive cash in respect of their holdings of Worldpay Shares to the extent that other such Worldpay Shareholders make off-setting elections;

Morgan Stanley means Morgan Stanley & Co. International plc**;**

New Vantiv Shares means the new shares of Vantiv Class A common stock proposed to be issued to Worldpay Shareholders in connection with the Merger;

Offer Period means the period commencing on 4 July 2017 and ending on (i) the earlier of the date on which the Scheme becomes Effective and/or the date on which the Scheme lapses or is withdrawn (or such other date as the Panel may decide) or (ii) the earlier of the date on which the Takeover Offer has become or has been declared unconditional as to acceptances and/or the date on which the Takeover Offer lapses or is withdrawn (or such other date as the Panel may decide), in each case other than where such lapsing or withdrawal is a result of Vantiv exercising its right to implement the Merger by way of a Takeover Offer;

Official List means the official list maintained by the UK Listing Authority pursuant to Part 6 of the Financial Services and Markets Act 2000;

Opening Position Disclosure means an announcement containing details of interests or short positions in, or rights to subscribe for, any relevant securities of a party to the offer if the person concerned has such a position, as defined in Rule 8 of the Code;

Panel means the U.K. Panel on Takeovers and Mergers;

PRA means the Prudential Regulation Authority;

PSRs means the Payment Services Regulations 2009;

Quantified Financial Benefits Statement has the meaning given in Part A of Appendix IV;

Registrar means the Registrar of Companies in England and Wales;

RBS means the Royal Bank of Scotland Group plc;

Relevant Authority means any central bank, ministry, governmental, quasigovernmental, supranational (including the European Union), statutory, regulatory or investigative body, authority or tribunal (including any national or supranational antitrust, competition or merger control authority, any sectoral ministry or regulator and any foreign investment review body), national, state, municipal or local government (including any subdivision, court, tribunal, administrative agency or commission or other authority thereof), any entity owned or controlled by them, any private body exercising any regulatory, taxing, importing or other authority, trade agency, association, institution or professional or environmental body in any jurisdiction;

Restricted Jurisdiction means any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Merger is sent or made available to Worldpay Shareholders in that jurisdiction;

Scheme means the proposed scheme of arrangement under Part 26 of the Companies Act between Worldpay and Worldpay Shareholders to implement the Merger to be set out in the Scheme Document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Vantiv and Worldpay;

Scheme Document means the document to be dispatched to Worldpay Shareholders including the particulars required by section 897 of the Companies Act;

Scheme Record Time means the time and date specified as such in the Scheme Document, expected to be 6.00 p.m. on the Business Day immediately preceding the Effective Date, or such other time as Vantiv and Worldpay may agree;

Scheme Shareholders means holders of Scheme Shares;

Scheme Shares means together:

a) the Worldpay Shares in issue at the date of the Scheme Document and which remain in issue at the Scheme Record Time;

b) any Worldpay Shares issued after the date of the Scheme Document and prior to the Voting Record Time which remain in issue at the Scheme Record Time; and

c) any Worldpay Shares issued at or after the Voting Record Time and prior to the Scheme Record Time in respect of which the original or any subsequent holder thereof is bound by the Scheme, or shall by such time have agreed in writing to be bound by the Scheme and, in each case, which remain in issue at the Scheme Record Time,

excluding, in any case, any Worldpay Shares held by or on behalf of Vantiv or the Vantiv Group at the Scheme Record Time.

SEC means the U.S. Securities and Exchange Commission;

significant interest means a direct or indirect interest in ten per cent. or more of the equity share capital (as defined in the Companies Act);

SMB means small and medium business;

Special Resolution means the special resolution to be proposed by Worldpay at the General Meeting in connection with, among other things, the approval of the Scheme and the alteration of the Articles and such other matters as may be necessary to implement the Scheme and the delisting of the Worldpay Shares;

Takeover Offer means, if the Merger is implemented by way of a takeover offer (as that term is defined in section 974 of the Companies Act), the offer to be made by or on behalf of Vantiv, or an associated undertaking thereof, to acquire the entire issued and to be issued ordinary share capital of Worldpay including, where the context admits, any subsequent revision, variation, extension or renewal of such offer;

U.K. means the United Kingdom of Great Britain and Northern Ireland;

UK Listing Authority means the FCA as the authority for listing in the U.K. when it is exercising its powers under Part 6 of the Financial Services and Markets Act 2000 as amended;

U.S. means the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia;

U.S. Exchange Act means the U.S. Securities Exchange Act 1934, as amended;

U.S. Securities Act means the U.S. Securities Act 1933, as amended;

undertaking has the meaning given in section 1162 of the Companies Act;

Vantiv means Vantiv, Inc., a company incorporated in Delaware with registered office in 8500 Governor’s Hill Drive, Symmes Township, OH 45249, United States;

Vantiv Adverse Recommendation Announcement means any announcement made before the publication of the Vantiv Proxy Statement that: (i) the board of directors of Vantiv no longer intends to make the Vantiv Recommendation or intends to adversely modify or qualify such recommendation, (ii) it will not convene the Vantiv Shareholders’ Meeting, or (iii) it does not intend to post the Proxy Statement or to convene the Vantiv Shareholders’ Meeting;

Vantiv Directors means the directors of Vantiv at the date of this Announcement or, where the context so requires, the directors of Vantiv from time to time;

Vantiv Group means Vantiv and its subsidiary undertakings and associated undertakings;

Vantiv Holding has the meaning given in Section 8;

Vantiv Profit Forecast means the Vantiv profit forecast set out in Appendix V;

Vantiv Prospectus means the prospectus which will be published by Vantiv in connection with Admission;

Vantiv Proxy Statement means the proxy statement which is anticipated to be mailed to Vantiv Shareholders in connection with their approval of the issuance of the New Vantiv Shares;

Vantiv Q2 Results has the meaning given in Section 8 of this Announcement;

Vantiv Recommendation means the unanimous and unconditional recommendation of the board of directors of Vantiv of the approval of the issue of the New Vantiv Shares (provided that the recommendation will still be considered unanimous and unconditional if the director of Vantiv nominated by Fifth Third (if any) abstains or recuses himself from any such decision for reasons other than objection to the Merger);

Vantiv Shareholders' Meeting means the meeting of Vantiv Shareholders convened for the purpose of considering and approving the issuance of the New Vantiv Shares;

Vantiv Shareholders means holders of Vantiv Shares from time to time and Fifth Third, in respect of its holding of Vantiv Class B common stock of no par value each;

Vantiv Shares means the shares of Class A common stock of par value US$0.00001 each in the share capital of Vantiv;

Voting Record Time means the time and date specified in the Scheme Document by reference to which entitlement to vote at the Court Meeting will be determined, expected to be 6.00 p.m. on the day two days prior to the Court Meeting or any adjournment thereof (as the case may be);

Wider Vantiv Group means Vantiv and its subsidiary undertakings, associated undertakings and any other undertaking in which Vantiv and/or such undertakings (aggregating their interests) have a significant interest (in each case, from time to time) but excluding the Wider Worldpay Group;

Wider Worldpay Group means Worldpay and its subsidiary undertakings, associated undertakings and any other undertaking in which Worldpay and/or such undertakings (aggregating their interests) have a significant interest (in each case, from time to time) but excluding the Wider Vantiv Group;

Worldpay means Worldpay Group plc, a public company incorporated in England and Wales with registered number 08762327;

Worldpay CVRs means the non-voting redeemable contingent value right shares with a par value of £1.8475 each in the capital of Worldpay;

Worldpay Directors means the directors of Worldpay as at the date of this Announcement or, where the context so requires, the directors of Worldpay from time to time;

Worldpay Group means Worldpay and its Subsidiaries and subsidiary undertakings (unless otherwise stated);

Worldpay Shareholders means the holders of Worldpay Shares from time to time;

Worldpay Shares means the ordinary shares of nominal value £0.03 each in the capital of Worldpay; and

Worldpay Share Schemes means the Worldpay Group plc Conditional Share Plan, the Worldpay Group plc Deferred Bonus Share Plan, the Worldpay Group plc Performance Share Plan, the Worldpay Group plc Savings-Related Share Option Scheme, the Worldpay Group plc US Employee Stock Purchase Plan and the Worldpay Group plc Transitional Award Plan.

All references to GBP, pence, Sterling, Pounds sterling, p or £ are to the lawful currency of the United Kingdom. All references to USD, US$, U.S. and United States dollars and cents are to the lawful currency of the U.S.

All references to statutory provision or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

All the times referred to in this Announcement are London times unless otherwise stated. References to the singular include the plural and vice versa.

Exhibit 2.2

CO-OPERATION AGREEMENT

DATED 9 AUGUST 2017

WORLDPAY GROUP PLC

AND

VANTIV, INC.

AND

VANTIV UK LIMITED

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THIS AGREEMENT is made on 9 August 2017

BETWEEN:

(1) **WORLDPAY GROUP PLC** a company incorporated in England and Wales (registered number 08762327) whose registered office is at The Walbrook Building, 25 Walbrook, London EC4N 8AF (**Worldpay**); and

(2) **VANTIV, INC.**, a Delaware corporation whose principal place of business is at 8500 Governor's Hill Drive, Symmes Township, Ohio 45249, USA (**Vantiv**); and

(3) **VANTIV UK LIMITED**, a company incorporated in England and Wales (registered number 10889371) whose registered office is at c/o Skadden, Arps, Slate, Meagher & Flom (UK) LLP, 40 Bank Street, Canary Wharf, London E14 5DS (**Vantiv Bidco**).

BACKGROUND:

(A) Vantiv and Vantiv Bidco, an indirect subsidiary of Vantiv, propose to announce a firm intention to make an offer for the entire issued and to be issued ordinary share capital of Worldpay on the terms and subject to the conditions set out in the Announcement (as defined below).

(B) It is intended that the Transaction (as defined below) will be effected by way of a court-sanctioned scheme of arrangement pursuant to Part 26 of the Act (as defined below). Vantiv has, however, reserved the right as described in clause 8 to elect to implement the Transaction by way of a takeover offer (as defined in Part 28 of the Act) in certain circumstances, subject to the terms of this agreement.

(C) The parties have agreed to take certain steps to facilitate completion of the Transaction and are entering into this agreement to record their respective obligations relating to such matters.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In addition to terms defined elsewhere in this agreement, the definitions and other provisions in Schedule 2 apply throughout this agreement, unless the contrary intention appears.

1.2 In this agreement, unless the contrary intention appears, a reference to a clause, subclause or schedule is a reference to a clause, subclause or schedule of or to this agreement. The schedules form part of this agreement.

1.3 The headings in this agreement do not affect its interpretation.

2. EFFECTIVENESS AND THE TERMS OF THE TRANSACTION

2.1 The obligations of the parties under this agreement (other than this clause 2.1, clauses 17 to 24 and Schedule 2) shall be conditional on the release of the Announcement via a Regulatory Information Service at or before 8 a.m. on the date of this agreement, or such later time and date as the parties may agree. This clause 2.1, clauses 17 to 24 and Schedule 2 shall take effect on and from the date of this agreement.

2.2 The terms of the Transaction shall be as set out in the Announcement and as may otherwise be agreed by the parties in writing and, where required by the Code, approved by the Panel. The terms of the Transaction at the date of posting of the Scheme Document or following an Agreed Switch any Offer Document shall be set out in the Scheme Document or the Offer Document (as applicable).

3. REGULATORY CONDITIONS AND OTHER CLEARANCES

3.1 Worldpay, Vantiv and Vantiv Bidco, acting jointly and taking due account of their respective legal obligations with respect to the Clearances, shall be responsible for determining the strategy to be pursued for obtaining the Clearances and satisfying the Regulatory Conditions.

3.2 Each of Vantiv and Vantiv Bidco shall use all reasonable endeavours to secure the Clearances and the satisfaction of the Regulatory Conditions as soon as reasonably practicable following the date of this agreement, so that the Effective Date occurs before the Long Stop Date.

3.3 Vantiv and Vantiv Bidco shall submit to the Relevant Authorities all necessary filings in connection with the Clearances as soon as reasonably practicable following the date of this agreement.

3.4 Each of Vantiv and Worldpay undertakes to the other until termination of this agreement in accordance with its terms:

(a) to provide to the other, as promptly as reasonably practicable, and in any event before any applicable deadline or due date, all such information as may reasonably be requested by the other in order to determine in which jurisdictions any regulatory, merger control or other filing with a Relevant Authority may be necessary or desirable for the purposes of obtaining the Clearances;

(b) to provide, or procure the provision of, to the other party (or its advisers) draft copies of all filings, notifications, submissions and written communications to be made to any Relevant Authority by or on behalf of that party in relation to obtaining any Clearance, at such time as will allow the other party a reasonable opportunity to provide comments on such filings, notifications, submissions and communications before they are submitted or sent, provided that it is reasonably practicable to do so;

(c) to take into account such comments provided by the other in accordance with subclause 3.4(b) as are reasonable, where it is reasonably practicable to do so within the applicable deadline or due date;

(d) to provide to the other, as promptly as reasonably practicable and in any event before any applicable deadline or due date, all such information as may reasonably be requested by the other for inclusion in any initial or subsequent submission to be made to any Relevant Authority for the purposes of obtaining any Clearance;

(e) as promptly as reasonably practicable, to co-operate with the other and provide all reasonable assistance in applying for all necessary Clearances;

(f) subject to Law and clause 3.6, as promptly as reasonably practicable, to respond to any request for information by any Relevant Authority in connection with its examination of whether to grant any of the Clearances;

(g) subject to Law and clause 3.6, promptly to notify the other party and provide copies of any material communications with any Relevant Authority in connection with obtaining the Clearances;

(h) subject to Law and clause 3.6, to use all reasonable endeavours to procure that each party and its advisers are able to attend any significant meetings or hearings and participate in any substantive discussions with any Relevant Authority in connection with obtaining the Clearances;

(i) subject to clause 3.6, to keep the other party informed reasonably promptly of developments which are material or potentially material to the obtaining of the Clearances, save that nothing in this agreement shall oblige Vantiv to waive any Condition or treat any Condition as satisfied;

(j) to keep the other party reasonably informed of the progress towards satisfaction (or otherwise) of the Regulatory Conditions and towards obtaining the Clearances and, if one party is or becomes aware of any matter which might reasonably be considered to be material in the context of the satisfaction of any Clearance, that party will as soon as reasonably practicable make the substance of such matter known to the other parties and, so far as it is aware of the same, provide such details and further information as that other party may reasonably request; and

(k) not to withdraw a filing, submission or notification made to a Relevant Authority in connection with the Clearances without the prior written consent of the other party.

3.5 Nothing contained in this agreement shall require Vantiv or any member of its Group to:

(a) agree to any undertaking, commitment and/or assurance as a condition of obtaining any Clearances; or

(b) divest, sell, hold separate, licence or otherwise dispose of, or agree to any condition to or limitation on the operation of, any of their existing assets or businesses.

3.6 Nothing in this agreement shall require a party to disclose to or receive from the other any information:

(a) which the disclosing party reasonably considers to be competitively sensitive information or which contains business secrets;

(b) which the disclosing party is prohibited from disclosing by Law or the terms of any contract; or

(c) where disclosure would result in the loss of any privilege that subsists in relation to such information.

In order to comply with their respective obligations under clause 3.4, the disclosure of any of the information referred to above shall be made pursuant to arrangements agreed between the parties for information to be shared between each party's external counsel on an external counsel only basis.

3.7 Notwithstanding clause 22.1, Vantiv shall pay any filing fees payable in relation to obtaining the Clearances and shall be solely responsible and liable for such fees.

4. PREPARATION OF PROXY STATEMENT AND VANTIV STOCKHOLDER APPROVAL

4.1 Vantiv undertakes to Worldpay to:

(a) subject to Worldpay complying with its obligations under clause 4.2, as promptly as reasonably practicable after the date of this agreement, prepare and cause to be filed with the SEC a preliminary proxy statement in connection with the Transaction and the issuance of New Vantiv Stock (as amended and supplemented from time to time, the **Proxy Statement**), together with any other document required in order to obtain the approval of Vantiv's shareholders to implement the Transaction;

(b) provide Worldpay and its legal counsel with reasonable opportunity to review and comment on: (i) drafts of the Proxy Statement and any other document to be sent by Vantiv to the Vantiv Stockholders in connection with the Vantiv Stockholder Approval (the **Vantiv Documents**) before filing any such draft with the SEC or transmitting it to the Vantiv Stockholders, as applicable; and (ii) any response to comments received from the SEC. Vantiv shall in good faith consider all comments reasonably and promptly proposed by Worldpay or its legal counsel in relation to the Vantiv Documents;

(c) as soon as reasonably practicable, notify Worldpay and provide copies of any material communications sent to or received from the SEC or any other Relevant Authority in relation to the Proxy Statement;

(d) as soon as reasonably practicable, respond to any comments received from the SEC concerning the Proxy Statement and shall use all reasonable endeavours to resolve such comments with the SEC as promptly as possible;

(e) use all reasonable endeavours to obtain the Proxy Approval as soon as practicable after the date of this agreement;

(f) transmit the Proxy Statement to Vantiv Stockholders as soon as reasonably practicable after being informed by the SEC that it has no further comments on the document;

(g) in accordance with Law, Vantiv's certificate of incorporation and by-laws and the rules of the New York Stock Exchange to call, give notice of, convene and hold the Vantiv Stockholder Meeting as soon as reasonably practicable after receipt of the Proxy Approval;

(h) cause the Vantiv Stockholder Meeting to be held prior to the date of the Worldpay Shareholder Meetings, it being acknowledged and agreed that Vantiv shall not be able to invoke any Shareholder Approval Condition or exercise its right to implement the Transaction by way of an Offer under subclause 8.1(b) where the applicable meetings have not been held by the applicable long stop date set out in the Scheme Document solely as a result of the Vantiv Stockholder Meeting not yet having been held;

(i) use all reasonable endeavours to obtain the Vantiv Stockholder Approval, including using all reasonable endeavours to solicit from Vantiv Stockholders proxies in favour of the Vantiv Stockholder Approval;

(j) use all reasonable endeavours to cause all New Vantiv Stock to be issued to Worldpay Shareholders pursuant to the Scheme or Offer (as the case may be) to be approved for listing on the New York Stock Exchange;

(k) for so long as the Transaction is being implemented by way of the Scheme, use all reasonable endeavours to cause all New Vantiv Stock issued to Worldpay Shareholders upon the Scheme becoming effective to be issued in reliance on an exemption from the registration requirements of the Securities Act; and

(l) procure that the New Vantiv Stock to be issued to Worldpay Shareholders pursuant to the Scheme or the Offer (as the case may be) shall be issued and credited as fully paid and rank *pari passu* with each other and all other Vantiv Stock.

4.2 Subject to clause 3.6, Worldpay shall provide to Vantiv, as promptly as reasonably practicable following a request, all such information concerning Worldpay and its Affiliates as may be reasonably requested by Vantiv and shall co-operate with, and provide reasonable assistance to, Vantiv in relation to the preparation of the Proxy Statement and the resolution of comments received from the SEC in respect of it.

4.3 Worldpay and Vantiv each agree to correct any information provided by them for use in the Proxy Statement in relation to them and their respective Affiliates (as applicable) to the extent that such information has become false or misleading, in each case as promptly as reasonably practicable after that party becomes aware that such information has become false or misleading.

5. SCHEME DOCUMENT

5.1 If the Transaction is being implemented by means of the Scheme, Vantiv and Vantiv Bidco each undertake:

(a) to provide to Worldpay, as promptly as reasonably practicable, for the purposes of inclusion in the Scheme Document or any other document required to be produced by Worldpay in connection with the Transaction, all such information about Vantiv, Vantiv Bidco, other members of the Vantiv Group and their respective Personnel as may be reasonably required by Worldpay (having regard to the Code and Law) for inclusion in such document; and

(b) to procure that the Board of Vantiv and the Board of Vantiv Bidco (as applicable) accepts responsibility for all information in the Scheme Document relating to Vantiv and Vantiv Bidco (as applicable), other members of the Vantiv Group and their respective Personnel, in the terms required by the Code.

5.2 If any supplementary circular is required to be published by Worldpay in connection with the Scheme, Vantiv and Vantiv Bidco shall, as soon as reasonably practicable, provide such co-operation and information (including such information as is necessary for such supplementary circular or document to comply with Law) as Worldpay may reasonably request.

5.3 Vantiv agrees to correct any information provided by it for use in the Scheme Document or any supplementary circular to the extent that such information has become false or misleading as promptly as reasonably practicable after it becomes aware that such information has become false or misleading.

5.4 Each of Vantiv and Vantiv Bidco consents to the posting of the Scheme Document at or around the same time as the publication of the Proxy Statement or otherwise in accordance with the timetable agreed between the parties.

6. VANTIV PROSPECTUS

6.1 Vantiv undertakes to Worldpay to:

(a) use all reasonable endeavours to prepare and submit drafts of the Vantiv Prospectus for review and comment by the UK Listing Authority as promptly as reasonably practicable after the date of this agreement, together with any other document required in order for Admission to occur (the **Listing Documents**);

(b) provide, or procure the provision of, to Worldpay (or its advisers) draft copies of the Vantiv Prospectus and material communications sent to the UK Listing Authority or any other Relevant Authority by or on behalf of Vantiv in relation to the Vantiv Prospectus, at such time as will allow Worldpay a reasonable opportunity to provide comments on the Vantiv Prospectus and such communications before they are submitted or sent, provided that it is reasonably practicable to do so;

(c) in good faith consider all comments reasonably and promptly proposed by Worldpay or its legal counsel in relation to the Vantiv Prospectus, including any response to comments received from the UK Listing Authority;

(d) as soon as reasonably practicable, notify Worldpay and provide copies of any material communications sent to or received from the UK Listing Authority or any other Relevant Authority in relation to the Vantiv Prospectus;

(e) as soon as reasonably practicable, respond to any comments received from the UK Listing Authority concerning the Listing Documents and shall use all reasonable endeavours to resolve such comments with the UK Listing Authority as promptly as possible;

(f) keep Worldpay informed reasonably promptly of developments which are material in relation to the Listing Documents and the approval of the Vantiv Prospectus by the UK Listing Authority;

(g) use all reasonable endeavours to obtain the approval of the Vantiv Prospectus by the UK Listing Authority as soon as practicable after the date of this agreement;

(h) use all reasonable endeavours to cause the Vantiv Prospectus to be dispatched and published (subject to approval from the UK Listing Authority to do the same), as soon as reasonably practicable after being informed by the UK Listing Authority that it has no further comments on the Vantiv Prospectus; and

(i) use all reasonable endeavours to cause Admission of the New Vantiv Stock to be issued to Worldpay Shareholders pursuant to the Scheme or Offer (as the case may be) to occur.

6.2 Worldpay undertakes to provide Vantiv with all such information about itself, its Group and its directors (including all requisite financial information and reports) as may be reasonably requested and which is required for the purpose of inclusion in the Vantiv Prospectus (or any Supplemental Prospectus) and to provide all other assistance which may reasonably be required in connection with the preparation of the Vantiv Prospectus (or any Supplemental Prospectus) to the standard that is required for Vantiv to meet its legal and regulatory obligations in relation to the preparation of the Vantiv Prospectus (or any Supplemental Prospectus, as applicable).

6.3 Worldpay agrees to correct any information provided for use in the Vantiv Prospectus or any Supplemental Prospectus to the extent that such information has become false or misleading as promptly as reasonably practicable after it becomes aware that such information has become false or misleading.

7. IMPLEMENTATION OF THE SCHEME

7.1 For so long as the Transaction is being implemented by means of the Scheme, each of Vantiv and Vantiv Bidco undertakes to Worldpay:

(a) to co-operate with Worldpay and its advisers to implement the Transaction in accordance with, and subject to the terms and conditions set out in, the Announcement and the Scheme Document (or Offer Document), save to the extent that to do so would be inconsistent with any provision of this agreement;

(b) that before the Sanction Hearing, Vantiv and/or Vantiv Bidco shall deliver a notice in writing to Worldpay either:

(i) confirming the satisfaction or waiver of all Conditions (other than the Scheme Conditions); or

(ii) if applicable, confirming its (or, if applicable, Vantiv Bidco's) intention to invoke a Condition (if permitted by the Panel) and, subject to clause 3.6, providing Worldpay with details of the event which has occurred, or circumstances which have arisen, which Vantiv reasonably considers to be sufficiently material for the Panel to permit it to invoke the Condition (and shall provide Worldpay with reasonable opportunity to remedy such matter); and

(c) to the extent that all the Conditions (other than the Scheme Conditions) have been satisfied or waived on or before the date of the Sanction Hearing, Vantiv shall instruct counsel to appear on Vantiv's and/or Vantiv Bidco's behalf at the Sanction Hearing and to undertake to the Court to be bound by the terms of the Scheme in so far as it relates to Vantiv and Vantiv Bidco.

8. SWITCHING TO AN OFFER

8.1 Subject to the consent of the Panel, Vantiv and/or Vantiv Bidco may elect to implement the Transaction by way of an Offer rather than the Scheme only where:

(a) Worldpay provides its prior written consent (an **Agreed Switch**);

(b) subject to subclause 4.1(h), in the event that:

(i) the Worldpay Court Meeting and the Worldpay General Meeting are not held on or before the 22nd day after the expected date of such meetings as set out in the Scheme Document (or such later date as may be agreed in writing between the parties with the consent of the Panel and the approval of the Court (if such approval is required)) unless: (a) a supplementary circular is required to be published in connection with the Scheme, and as a result the Worldpay Court Meeting and the Worldpay General Meeting cannot be held by such date in compliance with the Code and Law, provided that Worldpay has used all reasonable endeavours to publish the supplementary circular as soon as reasonably practicable after the date on which the requirement to publish a supplementary circular arises; or (b) Vantiv has committed a breach of clause 5.2 and such breach has caused the delay; or

(ii) the Sanction Hearing is not held on or before the 22nd day after the expected date of such hearing as set out in the Scheme Document (or such later date as may be agreed in writing between the parties with the consent of the Panel and the approval of the Court (if such approval is required)) unless: (a) a supplementary circular is required to be published in connection with the Scheme, and as a result the Sanction Hearing cannot be held by such date in compliance with the Code and Law, provided that Worldpay has used all reasonable endeavours to publish the supplementary circular as soon as reasonably practicable after the date on which the requirement to publish a supplementary circular arises; or (b) Vantiv has committed a breach of clause 5.2 and such breach has caused the delay;

(c) the Board of Worldpay withdraws or materially and adversely qualifies the Worldpay Recommendation; or

(d) a third party announces a firm intention to make an offer for the entire issued and to be issued ordinary share capital of Worldpay and the Board of Worldpay recommends the Worldpay Shareholders to accept such offer (or, if it is to be implemented by way of a scheme of arrangement pursuant to Part 26 of the Act, to vote in favour of such scheme) or fails to publicly reaffirm its unanimous and unconditional recommendation to the Worldpay Shareholders to vote in favour of the Scheme within 5 days of being requested by Vantiv in writing to do so.

8.2 In the event of an Agreed Switch:

(a) the acceptance condition to the Offer (the **Acceptance Condition**) shall be set at not less than 90 per cent. of the Worldpay Shares to which the Offer relates (or such lesser percentage as may be agreed between the parties in writing after, to the extent necessary, consultation with the Panel, being in any case more than 50 per cent. of Worldpay Shares to which the Offer relates), and shall not be capable of being waived below that level unless Worldpay agrees to such waiver;

(b) Vantiv and Vantiv Bidco shall not take any action which would cause the Offer not to proceed, to lapse or to be withdrawn in each case for non-fulfilment of the Acceptance Condition prior to the 60th day after publication of the Offer Document and Vantiv and Vantiv Bidco shall ensure that the Offer remains open until such time;

(c) the parties agree that the Offer shall include conditions to the implementation of the Transaction that, in the aggregate, are not more onerous to fulfil than the Conditions, subject to any modifications or amendments which may be required by the Panel or which are necessary as a result of such switch;

(d) Vantiv shall keep Worldpay informed, on a regular basis and in any event by the next Business Day following a request from Worldpay of the number of Worldpay Shareholders that have validly returned their acceptance or withdrawal forms or incorrectly completed their acceptance or withdrawal forms and the identity of such shareholders; and

(e) Vantiv and Vantiv Bidco shall:

(i) prepare the Offer Document and shall consult Worldpay in relation to it;

(ii) submit, or procure the submission of drafts and revised drafts of the Offer Document to Worldpay for review and comment and shall take into account any reasonable comments from Worldpay for the purposes of preparing revised drafts; and

(iii) seek to obtain Worldpay's approval for the contents of the Worldpay Information in the Offer Document before it is posted or published and afford Worldpay sufficient time to consider such documents in order to give its approval.

8.3 In the event of an Agreed Switch only:

(a) Vantiv shall, as promptly as reasonably practicable following such election:

(i) prepare and cause to be filed with the SEC a registration statement on Form S-4 with respect to the New Vantiv Stock to be issued to Worldpay Shareholders in connection with the Transaction (the **Registration Statement**) and the obligations of Vantiv in subclauses 4.1(b) to 4.1(d), 4.2 and 4.3 shall apply to the process for preparation of such Registration Statement *mutatis mutandis*; and

(ii) make all necessary filings with the SEC with respect to such Offer and shall comply with all applicable rules and regulations under the Exchange Act including Regulation 14E and the rules promulgated thereunder; and

(b) Vantiv shall use all reasonable endeavours, and Worldpay will reasonably co-operate with Vantiv, to:

(i) cause the Registration Statement to become effective as promptly as practicable following its filing;

(ii) resolve any comments from the SEC as promptly as practicable following receipt; and

(iii) keep the Registration Statement effective as long as is necessary to consummate the Offer.

9. EMPLOYEE RELATED MATTERS

The parties agree that the provisions of Schedule 1 shall apply in respect of certain employee and share scheme related matters.

10. INTEGRATION MATTERS

10.1 As soon as reasonably practicable following the date of this agreement, Vantiv agrees that it will invite Worldpay to establish a joint integration team to plan for the post-closing integration of the two businesses, provided that, in the event that any competitively sensitive information is to be disclosed, the disclosing party shall disclose the relevant information pursuant to appropriate "clean team" arrangements as may be agreed between the parties.

10.2 Vantiv agrees that, prior to the Effective Date, it will not contact or issue any communication to any employee of Worldpay, or otherwise make any announcement which refers or relates to any employee of Worldpay, without the prior written consent of Worldpay.

11. VANTIV CORPORATE GOVERNANCE

11.1 For the purposes of this clause 11:

Corporate Governance Article means additional new provisions in Vantiv's by-laws to ensure that:

(a) on the Effective Date, Philip Jansen and Charles Drucker shall be appointed as Co-Chief Executive Officers of Vantiv;

(b) for a period of two years following the Effective Date, Philip Jansen and Charles Drucker may only be removed from their post as Co-Chief Executive Officers of Vantiv by a Supermajority Vote, unless they voluntarily resign from that post or unless such removal is for Cause, provided that for the purposes of this clause 11.1(b) only, Cause shall not include a criminal offence: (i) under any road traffic legislation for which a penalty of imprisonment cannot be imposed; or (ii) which does not have a material impact on his duties as a Co-Chief Executive Officer of Vantiv; and

(c) for a period of two years following the Effective Date, no amendment or modification of the provisions referred to in (a) and (b) above shall be made without approval by a Supermajority Vote.

Supermajority Vote means the approval of at least 75 per cent. of the directors of Vantiv.

11.2 Vantiv undertakes to Worldpay to amend Vantiv's by-laws so as to include the Corporate Governance Article with effect from the Effective Date.

12. CODE

12.1 The parties agree that, if the Panel determines that any provision of this agreement that requires Worldpay to take or not to take action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the Code, that provision shall have no effect and shall be disregarded.

12.2 Nothing in this agreement shall be taken to restrict or limit either party or members of their respective Boards or any other member of either party's Group from complying with all relevant legislation, orders of court or regulations, including without limitation, the Code, the Listing Rules or the rules and regulations of any applicable regulatory body.

13. TERMINATION

13.1 Subject to clauses 13.2 and 13.3, all rights and obligations of the parties under this agreement shall terminate as follows:

(a) if agreed in writing between Vantiv and Worldpay;

(b) upon service of written notice by: (i) Worldpay to Vantiv; or (ii) Vantiv to Worldpay:

(i) if the Scheme Document does not include the Worldpay Recommendation or, following an Agreed Switch, the Offer document does not include the Worldpay Recommendation;

(ii) if the Board of Worldpay withdraws the Worldpay Recommendation;

(iii) if Worldpay makes an announcement before publication of the Scheme Document that it will not convene the Worldpay Court Meeting or the Worldpay General Meeting or that it intends not to post the Scheme Document (otherwise than as a result of an Agreed Switch); or

(iv) if the Effective Date has not occurred on or prior to the Long Stop Date;

(c) if a Competing Transaction completes, becomes effective or becomes unconditional in all respects;

(d) upon service of written notice by Vantiv to Worldpay if a Competing Transaction is announced and such Competing Transaction is recommended by the Board of Worldpay;

(e) upon service of written notice by Worldpay to Vantiv if the Proxy Statement and (if different) the document convening the Vantiv Stockholder Meeting do not include the Vantiv Recommendation, or Vantiv makes an announcement before the publication of such document that: (i) the board of directors of Vantiv no longer intends to make such recommendation or intends to adversely modify or qualify such recommendation, (ii) it will not convene the Vantiv Stockholder Meeting, or (iii) it does not intend to post the Proxy Statement or to convene the Vantiv Stockholder Meeting; and

(f) if any Condition has been invoked, with the consent of the Panel, and the Scheme has been withdrawn (otherwise than as a result of an Agreed Switch) or, following an Agreed Switch, the Offer lapses.

13.2 Termination of this agreement shall be without prejudice to any rights of any of the parties which have arisen at or prior to termination.

13.3 This clause 13 and clauses 1 and 17 to 24 and Schedule 2 shall survive termination of this agreement.

14. CONDUCT OF BUSINESS

14.1 Except: (i) with the prior written consent of Worldpay; (ii) as required by Law; (iii) as expressly contemplated by this agreement or the Announcement; or (iv) as permitted or required pursuant to the Exchange Agreement, Vantiv shall not (and shall procure that no member of its Group shall) before the Effective Date:

(a) other than in satisfaction of options or awards in respect of Vantiv Stock granted to employees in the normal and ordinary course and in accordance with Vantiv's employee incentive plans, the rules of which have been disclosed in writing to Worldpay before the date of this agreement:

(i) allot or issue any shares in common stock of Vantiv or any securities convertible into shares in common stock of Vantiv or which otherwise refer to the value of shares in common stock of Vantiv; or

(ii) grant any option over or right to subscribe for any shares in common stock of Vantiv or any securities referred to in (i) above; or

(b) consolidate, sub-divide, reclassify, redeem or repurchase any Vantiv Stock.

14.2 Except: (i) with the prior written consent of Worldpay; (ii) as required by Law; (iii) as expressly contemplated by this agreement or the Announcement; (iv) as required of Vantiv (an any member of Vantiv's Group) pursuant to the Amended and Restated Certificate of Incorporation and the Second Amended and Restated Limited Liability Company Agreement; (v) as permitted or required pursuant to the Exchange Agreement; or (iv) as contemplated by the Transaction Agreement, Vantiv shall not (and shall procure that no member of its Group shall) before the Effective Date:

(a) authorise, declare or pay any dividends on or make any distribution in cash or otherwise with respect to Vantiv Stock, except that it may do so with reference to a record date after the Effective Date so that after the Transaction is completed, the New Vantiv Stock will rank *pari passu* with all other Vantiv Stock with respect to participation in such dividend or other distribution;

(b) amend its organisational documents;

(c) adopt a plan of complete or partial liquidation or dissolution;

(d) delist the Vantiv Stock from the New York Stock Exchange; or

(e) agree, resolve, commit or announce its intention to do any of the foregoing (as applicable), whether conditionally or unconditionally.

15. ANNOUNCEMENTS

15.1 Subject to clause 15.2, before satisfaction or waiver (as the case may be) of the Conditions, other than the Announcement, no announcement or statement shall be made by Vantiv or any member of its Group in connection with the Transaction, except on a joint basis or on terms agreed in advance with Worldpay.

15.2 The restriction in clause 15.1 shall not apply to:

(a) any announcement or statement required by Law, the Panel, the UK Listing Authority, the SEC or the rules of any relevant stock exchange, provided that Vantiv will, if practicable, consult in good faith with Worldpay as to the content and timing of such announcement or statement and the extent of the required disclosure, giving Worldpay a reasonable opportunity to provide comments on the form and content of such announcement;

(b) any announcement or statement made by Vantiv to the extent that it relates to proxy solicitation or other communications to Vantiv Stockholders for the purposes of obtaining or relating to the Vantiv Stockholder Approval (provided that Vantiv will, if practicable, consult in good faith with Worldpay as to the content and timing of such communications and that the consultation obligations relating to the Proxy Statement set out in subclause 4.1(b) continue to apply); or

(c) any announcement or statement made by Vantiv (i) in relation to the announcement of an Offer in the circumstances set out in subclause 8.1(b) to 8.1(d) (inclusive); (ii) in response to a Competing Transaction; or (iii) in relation to a Vantiv Adverse Recommendation Change.

16. DIRECTORS' AND OFFICERS' INSURANCE

16.1 If and to the extent such obligations are permitted by Law, for six years after the Effective Date, Vantiv shall procure that the members of the Worldpay Group indemnify their respective directors, officers and Indemnified Executives, and to advance their costs and expenses, in each case with respect to matters existing or occurring before the Effective Date.

16.2 With effect from the Effective Date, Vantiv shall procure the provision of directors' and officers' liability insurance cover for both current and former directors, officers and Indemnified Executives of the Worldpay Group, including directors, officers and Indemnified Executives who retire or whose employment is terminated as a result of the Transaction, for acts and omissions up to and including the Effective Date, in the form of runoff cover for a period of six years following the Effective Date. Such insurance cover shall be with reputable insurers and provide cover, in terms of amount and breadth, substantially equivalent to that provided under the Worldpay Group's directors' and officers' liability insurance as at the date of this agreement.

16.3 Each of the directors and officers of the Worldpay Group to which this clause 16 applies shall have the right to enforce his or her rights against Vantiv under this clause 16 under the Contracts (Rights of Third Parties) Act 1999.

17. VANTIV GUARANTEE

17.1 Vantiv irrevocably and unconditionally guarantees to Worldpay the performance and observance by Vantiv Bidco of all its obligations under this agreement (the **Guarantee**).

17.2 The Guarantee is to be a continuing security which shall remain in full force and effect until the obligations of Vantiv Bidco under this agreement have been fulfilled or shall have expired in accordance with the terms of this agreement and the Guarantee is to be, in addition and without prejudice to, and shall not merge with, any other right, remedy, guarantee or security which Worldpay may now or hereafter hold in respect of all or any of the obligations of Vantiv Bidco under this agreement, provided that in no circumstances shall the Guarantee entitle Worldpay to recover more than once with respect to the same loss, including to the extent the loss is recovered in whole or in part other than pursuant to the Guarantee.

17.3 The liability of Vantiv under the Guarantee shall not be affected, impaired or discharged by reason of any act, omission, matter or thing which, but for this provision, might operate to release or otherwise exonerate Vantiv Bidco from its obligations hereunder including, without limitation:

(a) any amendment, variation or modification to, or replacement of this agreement;

(b) the taking, variation, compromise, renewal, release, refusal or neglect to perfect or enforce any rights, remedies or securities against Vantiv Bidco or any other person;

(c) any time or indulgence or waiver given to, or composition made with, Vantiv Bidco or any other person;

(d) Vantiv Bidco becoming insolvent, going into receivership or liquidation or having an administrator appointed.

17.4 The Guarantee shall constitute primary obligations of Vantiv, and Worldpay shall not be obliged to make any demand on Vantiv Bidco or any other person before enforcing its rights against Vantiv under the Guarantee.

17.5 If at any time any one or more of the provisions of the Guarantee is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected if impaired thereby.

18. WARRANTIES

Each party warrants to each other party on the date of this agreement that:

(a) it has the power to execute and deliver this agreement and to perform its obligations under it and has taken all action necessary to authorise such execution and delivery and the performance of such obligations;

(b) this agreement constitutes its legal, valid and binding obligations in accordance with its terms; and

(c) the execution and delivery by it of this agreement and the performance of its obligations under it do not and will not conflict with or constitute a default under any provision of:

(i) its constitutional documents; or

(ii) any law, lien, lease, order, judgment, award, injunction, decree, ordinance or regulation or any other restriction of any kind or character by which it is bound.

19. FURTHER ASSURANCE

Each party shall use reasonable endeavours to do and execute and perform all such further deeds, documents, assurances, acts and things as may reasonably be required to give effect to this agreement, and procure the doing of all such acts by any relevant third party.

20. NOTICES

20.1 Any notice or other communication to be given under this agreement must be in writing (which includes fax and e-mail but not any other form of Electronic Communication) and must be delivered or sent by post or fax to the party to whom it is to be given as follows:

(a) to Worldpay at:

Address: The Walbrook Building, 25 Walbrook, London, EC4N 8AF, United Kingdom

marked for the attention of Ruwan De Soyza,

with a copy (which shall not constitute notice) to Allen & Overy LLP

Address: One Bishops Square, London, E1 6AD, United Kingdom

Fax: +44 203 088 0088

Email: Duncan.Bellamy@AllenOvery.com / Seth.Jones@AllenOvery.com

marked for the attention of Duncan Bellamy / Seth Jones,

(b) to Vantiv / Vantiv Bidco at:

Address: 8500 Governor's Hill Drive, Maildrop 1GH1Y1, Cincinnati, OH 45249-1384, United States of America

Fax: +1 513 900 5200

Email: Ned.Greene@vantiv.com / Jared.Warner@vantiv.com

marked for the attention of Ned Greene / Jared Warner,

with a copy (which shall not constitute notice) to Skadden, Arps, Slate, Meagher and Flom (UK) LLP

Address: 40 Bank Street, Canary Wharf, London, E14 5DS, United Kingdom

Fax: +44 207 072 7187

Email: Scott.Hopkins@skadden.com / Linda.Davies@skadden.com

marked for the attention of Scott Hopkins / Linda Davies,

or at any such other address, email address or fax number of which it shall have given notice for this purpose to the other parties under this clause. Any notice or other communication sent by post shall be sent by an internationally recognised courier company to the party due to receive the notice. Where the Notice is given by email, the Notice must also be sent by hand or recorded delivery to the relevant party as set out in this clause 20 by 5.30pm on the first Business Day after the day on which the email was sent (local time to the sender).

20.2 Any notice or other communication shall be deemed to have been given:

(a) if delivered, on the date of delivery; or

(b) if sent by courier, on signature of delivery receipt; or

(c) if sent by email, at the time the email containing or attaching the Notice was sent, as recorded on the email of the sender's mail server, provided that receipt shall not occur if the sender receives an automated message indicating that the message has not been delivered to the recipient; or

(d) if sent by fax, on the date of transmission, if transmitted before 3.00 p.m. on any Business Day, and in any other case on the Business Day following the date of transmission.

20.3 In proving the giving of a notice or other communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and delivered to or collected by the relevant courier company or that the fax was properly addressed and transmitted, as the case may be.

20.4 This clause shall not apply in relation to the service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this agreement.

21. ASSIGNMENTS

No party may, without the prior consent of each other party, assign, grant any security interest over, hold on trust or otherwise transfer the benefit of this agreement.

22. GENERAL

22.1 Except as otherwise expressly provided in this agreement, each party shall pay the costs and expenses incurred by it in connection with the entering into and completion of this agreement.

22.2 This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this agreement by executing a counterpart. Delivery of an executed counterpart by email (pdf) or facsimile shall be effective as delivery of a manually executed counterpart of this agreement.

22.3 The rights of each party under this agreement:

(a) may be exercised as often as necessary;

(b) except as otherwise expressly provided by this agreement, are cumulative and not exclusive of rights and remedies provided by law; and

(c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

22.4 Unless otherwise expressly provided for in this agreement, a person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

22.5 Any variation of this agreement shall not be binding on the parties unless such variation is set out in writing, expressed to vary this agreement, and signed by authorised representatives of each party.

22.6 If at any time any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this agreement.

22.7 Nothing in this agreement shall be deemed to constitute a partnership between any of the parties nor constitute any party the agent of any other party for any purpose.

22.8 Each notice or other communication under or in connection with this agreement shall be in English.

23. WHOLE AGREEMENT

23.1 This agreement contains the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, whether oral or in writing, between the parties relating to these transactions except the Confidentiality Agreement. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this agreement.

23.2 Each party:

(a) acknowledges that in agreeing to enter into this agreement it has not relied on any express or implied representation, warranty, collateral contract or other assurance made by or on behalf of any other party before the entering into of this agreement;

(b) waives all rights and remedies which, but for this clause 23.2, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance; and

(c) acknowledges and agrees that no such express or implied representation, warranty, collateral contract or other assurance may form the basis of, or be pleaded in connection with, any claim made by it under or in connection with this agreement.

23.3 Nothing in this clause limits or excludes any liability for fraud.

24. GOVERNING LAW AND JURISDICTION

24.1 This agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

24.2 The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this agreement) and the parties submit to the exclusive jurisdiction of the English courts.

24.3 Vantiv irrevocably appoints Vantiv Bidco as its agent in England for service of process.

24.4 The parties waive any objection to the English courts on grounds that they are an inconvenient or inappropriate forum to settle any such dispute.

AS WITNESS this agreement has been signed by the parties (or their duly authorised representatives) on the date stated at the beginning of this agreement.

SCHEDULE 1

WORLDPAY EMPLOYEE ARRANGEMENTS AND SHARE PLANS

1. Worldpay Share Plans

1.1 Worldpay, Vantiv and Vantiv Bidco each agree that, in accordance with and to the extent permitted under the provisions of the Worldpay Share Plans the provisions of this Schedule will apply to participants in the Worldpay Share Plans. The provisions will not apply to any participant where the application would cause adverse tax consequences (including social security or other similar charges) for the participant (as determined by Worldpay and Vantiv), and the participant will be dealt with in accordance with the rules of the relevant plan (or as otherwise agreed by Worldpay and Vantiv). References to participants in the Worldpay Share Plans and to Worldpay's employees (as applicable) shall include the executive directors of Worldpay, unless otherwise stated.

1.2 If the Transaction is effected by way of Scheme, Worldpay, Vantiv and Vantiv Bidco agree that shareholder approval will be sought for an amendment to the articles of association of Worldpay: (a) to give effect to the arrangements set out in this Schedule 1; and (b) so that any Worldpay Shares issued after the Scheme Record Time pursuant to the exercise of options or vesting of awards under the Worldpay Share Plans will be compulsorily acquired by Vantiv Bidco on the same terms as were available to other Worldpay Shareholders under the Scheme.

1.3 Worldpay agrees to co-operate with, and use its reasonable endeavours to provide such details to, Vantiv in relation to the Worldpay Share Plans as Vantiv may reasonably request in order for Vantiv Bidco to make, appropriate proposals to the participants in the Worldpay Share Plans, as provided for in Rule 15 of the Code (the **Proposals**), and as set out in this Schedule. This Schedule sets out the parties' agreement on the material aspects of the Proposals, but the precise details will be confirmed and contained in the Proposals. The parties agree that the Proposals will be sent to participants in the Worldpay Share Plans at the same time as, or as soon as practicable after, the Scheme Document (or Offer Document, as applicable) is published. Vantiv and Vantiv Bidco agree that the terms of the communications will be agreed with Worldpay before they are despatched and, if requested by Worldpay, the Proposals (or some of them) will take the form of a joint proposal to participants from Vantiv Bidco and Worldpay. Any payments made to participants pursuant to the Proposals will, where practicable or appropriate, be paid through the applicable Worldpay Group payroll to enable the correct amounts of any income tax, social security contributions (and/or similar liabilities in any jurisdiction) to be accounted for to any tax authority, as appropriate.

1.4 Worldpay has confirmed and provided Vantiv with accurate details of all subsisting options and awards to acquire or subscribe for Worldpay Shares under the Worldpay Share Plans (including phantom options or awards) as at the date of this agreement, together with all options and awards (including phantom options or awards) currently expected to be granted between the date of this agreement and the Effective Date. Worldpay has further confirmed and provided Vantiv with accurate details of all the assets and liabilities of the Worldpay EBT and Worldpay and Vantiv agree that subject to Worldpay's ability to make recommendations to the trustee of the Worldpay EBT to use any unallocated Worldpay Shares held by the EBT to satisfy the options and awards vesting in the ordinary course prior to the Effective Date, any Vantiv Stock issued or transferred to the trustee of the EBT as part of the Transaction, can be used to satisfy the rollover awards proposed in Section 2 of this Schedule 1 as and when required.

1.5 Other than as already confirmed and provided to Vantiv in accordance with paragraph 1.4 above, Worldpay confirms that as at the date of this agreement it does not intend to grant any further options or awards to acquire or subscribe for Worldpay Shares (including phantom options or awards) before the Transaction becomes Effective. Vantiv and Vantiv Bidco each acknowledge that

before the Transaction becomes Effective, the Board of Worldpay (and, where appropriate, the Worldpay remuneration committee) may continue to operate the Worldpay Share Plans in the ordinary course of business as it sees fit, applying reasonable discretion and in accordance with the rules of the relevant Worldpay Share Plan, including by granting awards to new hires and relevant promotees in accordance with customary practice and satisfying the exercise of any options or vesting of any awards granted under a Worldpay Share Plan with newly issued shares.

1.6 Without the prior agreement of Vantiv, the Board of Worldpay, or where appropriate the Worldpay remuneration committee, will not amend the rules of any of the Worldpay Share Plans (and/or the terms of any options or awards granted under them) in connection with the fulfilment of existing awards under the Transaction other than: (a) to preserve or facilitate the availability of tax-advantaged exercise or vesting for participants of the Worldpay Group plc Savings-Related Share Option Scheme and/or the Worldpay Group plc US Employee Stock Purchase Plan; (b) to give effect to the Proposals or (c) to make any amendments of a purely administrative nature.

1.7 Vantiv and Vantiv Bidco each acknowledge the importance and value of Worldpay's employee share based incentive arrangements and confirm that they will, as soon as practicable following completion of the Transaction, endeavour to put in place share based arrangements for Worldpay's employees or extend Vantiv's own share based arrangements to Worldpay's employees under which Worldpay's employees will be eligible to participate at the same or similar level in arrangements which are, so far as possible, the same as the share based arrangements in which they currently participate, subject always to the absolute discretion of the Vantiv compensation committee

1.8 Participants who have ceased to be Worldpay employees, as at the date of this agreement, but who have been permitted to retain their options or awards under the Worldpay Share Plans in accordance with the respective plan rules, will be subject to the terms of this Schedule in respect of those awards (as applicable). Participants who cease (or agree to cease) to be Worldpay employees between the date of this agreement and the Effective Date, will be treated in accordance with (i) the termination provisions in the applicable Worldpay Share Plan rules and (ii) ordinary course Worldpay practice, including (if applicable) pro-rating for time, and, subject to the foregoing, if they are permitted to retain all or a proportion of their options or awards following the cessation of their employment, they will also be subject to the terms of this Schedule (unless otherwise agreed between Worldpay and Vantiv) (as applicable).

2. Treatment of specific Worldpay Share Plans

2.1 The PSP

2016 Awards

(a) The Worldpay remuneration committee will test the performance conditions relating to the 2016 PSP Awards shortly before the Effective Date and determine whether and to what extent the performance conditions have been satisfied (by reference to a reduced performance period ending on the Effective Date) (the "**Performance Assessed 2016 PSP Awards**"). No discretion shall be applied to increase the extent to which the 2016 PSP Awards will be capable of vesting once performance has been assessed save that the number of shares that will be capable of vesting for these purposes will also include a number in respect of any dividend equivalents accrued in accordance with the rules of the PSP. Any part of a 2016 PSP Award that is not capable of vesting as a result of this assessment, will immediately lapse.

(b) Each holder of a Performance Assessed 2016 PSP Award as at the Effective Date) will receive an award in respect of Vantiv Stock in exchange for their Performance Assessed 2016 PSP Award (each a "**2016 Rollover PSP Award**") on the following terms:

(i) the number of Vantiv Stock subject to each 2016 Rollover PSP Award will be calculated by using the following formula: (B x £C) / £D = E, where:

‘B’ is the number of Worldpay Shares subject to the Performance Assessed 2016 PSP Award (including any accrued dividend equivalents thereon);

‘£C’ is the aggregate value of (i) the cash and (ii) the closing price of the Vantiv Stock payable to Worldpay Shareholders per Worldpay Share on the Effective Date (which price will be converted into pounds sterling using the exchange rate on Bloomberg at 6.00pm (GMT) on the Effective Date);

‘£D’ is the closing price of a Vantiv Stock on the Effective Date (which price will be converted into pounds sterling using the exchange rate on Bloomberg at 6.00pm (GMT) on the Effective Date); and

‘E’ is the number of Vantiv Stock subject to the 2016 Rollover PSP Award, rounded down to the nearest whole share.

(ii) All other material terms and conditions of the original Performance Assessed 2016 PSP Awards (including the right to dividend equivalents, should dividends become payable) will continue to apply to the 2016 Rollover PSP Awards SAVE THAT (i) no further performance conditions or re-testing of performance conditions will apply (ii) vesting will take place on the third anniversary of the date of grant of the original 2016 PSP Award and (iii) if the holder of a 2016 Rollover PSP Award ceases to be an employee before the vesting and/or exercise dates for any reason other than as a Bad Leaver, the holder’s 2016 Rollover PSP Award will not lapse, but continue to vest on the third anniversary of the original date of grant in accordance with its terms. Any 2016 Rollover PSP Award held by a Bad Leaver will lapse and cease to be exercisable in its entirety.

(iii) In accordance with the rules of the PSP, any Performance Assessed 2016 PSP Awards that are not exchanged for awards over Vantiv Stock on the terms set out above will lapse on the Effective Date.

2017 Awards

(c) The Worldpay remuneration committee will test the performance conditions relating to the 2017 PSP Awards shortly before the Effective Date in respect of 1/3 of the 2017 PSP Awards and determine whether and to what extent the performance conditions have been satisfied (by reference to a reduced performance period ending on the earlier of 31 December 2017 or the Effective Date). No discretion shall be applied to increase the extent to which this 1/3 of the 2017 PSP Awards will be capable of vesting once performance has been assessed save that the number of shares that will be capable of vesting for these purposes will also include a number in respect of any dividend equivalents accrued in accordance with the rules of the PSP. Any part of the 2017 PSP Award that is capable of vesting as a result of this assessment will be referred to in this Schedule 1 as a “**Performance Assessed 2017 PSP Award**”. Any part of the 2017 PSP Award that is not capable of vesting as a result of this assessment will immediately lapse. The remaining 2/3 of the 2017 PSP Award will not be subject to performance assessment at this time and will be referred to in this Schedule 1 as a “**Future Performance 2017 PSP Award**”.

(d) Each holder of a Performance Assessed 2017 PSP Award as at the Effective Date will receive an award in respect of Vantiv Stock in exchange for their Performance Assessed 2017 PSP Award (each a "**2017 Performance Assessed Rollover PSP Award**") on the following terms:

(i) the number of Vantiv Stock subject to each 2017 Performance Assessed Rollover PSP Award will be calculated by using the following formula: (B x £C) / £D = E, where:

'B' is the number of Worldpay Shares subject to the Performance Assessed 2017 PSP Award (including any accrued dividend equivalents thereon);

'£C' is the aggregate value of (i) the cash and (ii) the closing price of the Vantiv Stock payable to Worldpay Shareholders per Worldpay Share on the Effective Date (which price will be converted into pounds sterling using the exchange rate on Bloomberg at 6.00pm (GMT) on the Effective Date);

'£D' is the closing price of a Vantiv Stock on the Effective Date (which price will be converted into pounds sterling using the exchange rate on Bloomberg at 6.00pm (GMT) on the Effective Date); and

'E' is the number of Vantiv Stock subject to the 2017 Performance Assessed Rollover PSP Award, rounded down to the nearest whole share.

(ii) All other material terms and conditions of the original 2017 PSP Award (including the right to dividend equivalents, should dividends become payable) will continue to apply to the 2017 Performance Assessed Rollover PSP Awards including the original vesting and exercise periods SAVE THAT (i) no further performance conditions or re-testing of performance conditions will apply and (ii) if the holder of a 2017 Performance Assessed Rollover PSP Award ceases to be an employee prior to the vesting and/or exercise dates for any reason other than as a Bad Leaver, the holder's 2017 Performance Assessed Rollover PSP Award will not lapse, but continue to vest on the original vesting date in accordance with its terms. Any 2017 Performance Assessed Rollover PSP Award held by a Bad Leaver shall lapse and cease to be exercisable in its entirety.

(e) Each holder of a Future Performance 2017 PSP Award as at the Effective Date will receive an award in respect of Vantiv Stock in exchange for their Future Performance 2017 PSP Award (each a "**2017 Future Performance Rollover PSP Award**") on the following terms:

(i) the number of Vantiv Stock subject to each 2017 Future Performance Rollover PSP Award shall be calculated by using the following formula: (B x £C) / £D = E, where:

'B' is the number of Worldpay Shares subject to the Future Performance 2017 PSP Award (inclusive of any accrued dividend equivalents);

'£C' is the aggregate value of (i) the cash and (ii) the closing price of the Vantiv Stock payable to Worldpay Shareholders per Worldpay Share on the Effective Date (which price will be converted into pounds sterling using the exchange rate on Bloomberg at 6.00pm (GMT) on the Effective Date);

'£D' is the closing price of a Vantiv Stock on the Effective Date (which price will be converted into pounds sterling using the exchange rate on Bloomberg at 6.00pm (GMT) on the Effective Date); and

'E' is the number of Vantiv Stock subject to the 2017 Future Performance Rollover PSP Award, rounded down to the nearest whole share.

(ii) All other material terms and conditions of the original 2017 PSP Award (including the right to dividend equivalents, should dividends become payable) will continue to apply to the 2017 Future Performance Rollover PSP Awards including the original vesting and exercise periods, SAVE THAT (i) vesting shall be made subject to the satisfaction of the same performance conditions as those that apply to the Vantiv long term incentive awards that were granted by Vantiv to its own employees in February 2017 (or any subsequently adjusted performance conditions in light of the newly enlarged group) (ii) Vantiv reserves the right to permit vesting on the earlier of March 15, 2020 or the original vesting date; and (iii) if the holder of a 2017 Future Performance Rollover PSP Award ceases to be an employee prior to the vesting and/or exercise dates for any reason he will be subject to the same termination provisions as those that apply under the Vantiv stock incentive plan, save that pro-rating for time will apply in respect of the period of time that has elapsed between the Effective Date and the date of termination as compared to the period of time between the Effective Date and the original vesting date.

(iii) In accordance with the rules of the PSP, any 2017 PSP Awards that are not exchanged for awards over Vantiv Stock in accordance with the above terms will lapse on the Effective Date.

2.2 DBSP and TAP Awards

(a) Each holder of a DBSP Award and/or TAP Award as at the Effective Date will receive an award in respect of Vantiv Stock in exchange for their DBSP Award and/or TAP Awards (as applicable) (each a "**Rollover DBSP Award"** and/or a **"Rollover TAP Award**") on the following terms. The number of Worldpay shares that are exchanged will include a number in respect of any dividend equivalents to the extent provided for under the terms of the relevant DBSP or TAP Award respectively:

(i) the number of Vantiv Stock subject to each Rollover DBSP Award or Rollover TAP Award (as applicable) will be calculated by using the following formula: (B x £C) / £D = E, where:

'B' is the number of Worldpay Shares subject to the original DBSP Award or TAP Award (as applicable) (including any accrued dividend equivalents thereon);

'£C' is the aggregate value of (i) the cash and (ii) the closing price of the Vantiv Stock payable to Worldpay Shareholders per Worldpay Share on the Effective Date (which price will be converted into pounds sterling using the exchange rate on Bloomberg at 6.00pm (GMT) on the Effective Date);

'£D' is the closing price of a Vantiv Stock on the Effective Date (which price will be converted into pounds sterling using the exchange rate on Bloomberg at 6.00pm (GMT) on the Effective Date); and

'E' is the number of Vantiv Stock subject to the Rollover DBSP Award or Rollover TAP Award (as applicable), rounded down to the nearest whole share.

(ii) All other material terms and conditions of the original DBSP Awards and/or TAP Awards (as applicable) (including the right to dividend equivalents, should dividends become payable) will continue to apply including (but not limited to) the original vesting and exercise periods, and in the case of the Rollover TAP Awards the minimum shareholding requirement, SAVE THAT (a) if the holder of a Rollover DBSP Award ceases to be an employee before the original vesting and/or exercise dates for any reason other than as a Bad Leaver (as defined in rule 4.3 of the DBSP), the holder's entire Rollover DBSP Award will not lapse, but continue to vest on the original vesting date in accordance with its terms; and

(b) if the holder of a Rollover TAP Award ceases to be an employee before the original vesting and/or exercise dates for any reason other than as a Bad leaver (as defined in Schedule 2), the holder's entire Rollover TAP Award will not lapse, but continue to vest on the original vesting date in accordance with its terms. (a) Any Rollover DBSP Award held by a participant who is a Bad Leaver (as defined in rule 4.3 of the DBSP) and (b) any Rollover TAP Award held by a participant who is a Bad Leaver (as defined in Schedule 2), will lapse and cease to be exercisable in its entirety.

(iii) In accordance with the rules of the DBSP and TAP respectively, any DBSP Awards and/or TAP Awards that are not exchanged for awards over Vantiv Stock in accordance with the above terms will lapse on the Effective Date.

2.3 CSP

New Joiner CSP Awards

(a) Worldpay employees who were granted CSP Awards as part of their recruitment package, and who continue to hold such CSP Awards as at the Effective Date will receive an award in respect of Vantiv Stock in exchange for their CSP Awards (each a "**New Joiner Rollover CSP Award**") on the following terms. The number of Worldpay Shares that are exchanged will include a number in respect of any dividend equivalents, to the extent provided for under the terms of the relevant CSP Award:

(i) the number of Vantiv Stock subject to each New Joiner Rollover CSP Award will be calculated by using the following formula: (B x £C) / £D = E, where:

'B' is the number of Worldpay Shares subject to the original CSP Award (including any accrued dividend equivalents thereon);

'£C' is the aggregate value of (i) the cash and (ii) the closing price of the Vantiv Stock payable to Worldpay Shareholders per Worldpay Share on the Effective Date (which price will be converted into pounds sterling using the exchange rate on Bloomberg at 6.00pm (GMT) on the Effective Date);

'£D' is the closing price of a Vantiv Stock on the Effective Date (which price will be converted into pounds sterling using the exchange rate on Bloomberg at 6.00pm (GMT) on the Effective Date); and

'E' is the number of Vantiv Stock subject to the New Joiner Rollover CSP Award, rounded down to the nearest whole share.

(ii) All other material terms and conditions of the original CSP Awards to which the New Joiner Rollover CSP Awards relate (including the right to dividend equivalents, should dividends become payable) will continue to apply including (but not limited to) the original vesting periods, SAVE THAT if the holder of a New Joiner Rollover CSP Award ceases to be an employee before the original vesting date for any reason other than as a Bad Leaver, the New Joiner Rollover CSP Award will not lapse, but continue to vest in accordance with its terms on its original vesting date subject to pro-rating for time which will apply in respect of the period of time that has elapsed since the original date of grant and the date of termination as compared to the original vesting period. Notwithstanding the foregoing, Vantiv reserves the right, in its absolute discretion, to permit vesting in full (as it sees fit on a case by case basis). Any New Joiner Rollover CSP Award held by a Bad Leaver will lapse and cease to be exercisable in its entirety.

General CSP Awards

(b) All other holders of CSP Awards who continue to hold such CSP Awards as at the Effective Date will receive an award in respect of Vantiv Stock in exchange for their CSP Awards (each a "**Rollover CSP Award**") on the following terms. The number of Worldpay Shares that are exchanged will include a number in respect of any dividend equivalents, to the extent provided for under the terms of the relevant CSP Award:

(i) the number of Vantiv Stock subject to each Rollover CSP Award will be calculated by using the following formula: (B x £C) / £D = E, where:

'B' is the number of Worldpay Shares subject to the original CSP Award (including any accrued dividend equivalents thereon);

'£C' is the aggregate value of (i) the cash and (ii) the closing price of the Vantiv Stock payable to Worldpay Shareholders per Worldpay Share on the Effective Date (which price will be converted into pounds sterling using the exchange rate on Bloomberg at 6.00pm (GMT) on the Effective Date);

'£D' is the closing price of a Vantiv Stock on the Effective Date (which price will be converted into pounds sterling using the exchange rate on Bloomberg at 6.00pm (GMT) on the Effective Date); and

'E' is the number of Vantiv Stock subject to the Rollover CSP Award, rounded down to the nearest whole share.

(ii) All other material terms and conditions of the original CSP Awards (including the right to dividend equivalents, should dividends become payable) will continue to apply including (but not limited to) the original vesting periods, save that:

(A) for CSP Awards granted in 2016, if the holder of a Rollover CSP Award ceases to be an employee before the original vesting or exercise dates for any reason other than as a Bad Leaver, (i) 2/3rd of the holder's CSP Award will not lapse, but continue to vest on the original vesting date in accordance with its terms and (ii) the remaining 1/3rd of the holder's CSP Award will not lapse, but continue to vest on the original vesting date in accordance with its terms subject to pro-rating by reference to the period of time that has elapsed between the Effective Date and the date of termination as compared to the period of time between the Effective Date and the original vesting date;

(B) for CSP Awards granted in 2017, if the holder of a Rollover CSP Award ceases to be an employee before the original vesting or exercise dates for any reason other than as a Bad Leaver, (i) 1/3rd of the holder's CSP Award will not lapse, but continue to vest on the original vesting date in accordance with its terms and (ii) the remaining 2/3rd of the holder's CSP Award will not lapse, but continue to vest on the original vesting date in accordance with its terms subject to pro-rating by reference to the period of time that has elapsed between the Effective Date and the date of termination as compared to the period of time between the Effective Date and the original vesting date; and

(C) In all cases, any Rollover CSP Award held by a Bad Leaver will lapse and cease to be exercisable in its entirety.

(c) In accordance with the rules of the CSP any CSP Awards that are not exchanged for awards over Vantiv Stock in accordance with the above terms will lapse on the Effective Date.

2.4 SAYE Awards

(a) Vantiv and Worldpay agree that holders of SAYE Awards will become entitled to exercise their SAYE Awards in connection with the Transaction and receive the same consideration in respect of the Worldpay Shares that they acquire under such SAYE Awards as is offered to Worldpay Shareholders;

(b) Notwithstanding the foregoing, Vantiv will offer each holder of an SAYE Award as at the Effective Date as an alternative to exercise, the opportunity to exchange their SAYE Award for an award in respect of Vantiv Stock (each a "**Rollover SAYE Award**") on the following terms (or as otherwise agreed with HM Revenue & Customs):

(i) the number of Vantiv Stock subject to each Rollover SAYE Award will be calculated by using the following formula: (B x £C) / £D = E, where:

'B' is the maximum number of Worldpay Shares subject to the original SAYE Award

'£C' is the aggregate value of (i) the cash and (ii) the closing price of the Vantiv Stock payable to Worldpay Shareholders per Worldpay Share on the Effective Date (which price will be converted into pounds sterling using the exchange rate on Bloomberg at 6.00pm (GMT) on the Effective Date);

'£D' is the closing price of a Vantiv Stock on the Effective Date (which price shall be converted into pounds sterling using the exchange rate on Bloomberg at 6.00pm (GMT) on the Effective Date); and

'E' is the number of Vantiv Stock subject to the Rollover SAYE Award, rounded down to the nearest whole share.

(ii) All other terms and conditions of the original SAYE Awards will continue to apply including (but not limited to) the original vesting and exercise periods, the aggregate exercise price payable and the terms and conditions of the original savings contract.

(iii) Vantiv and Worldpay agree that in accordance with the rules of the SAYE, any SAYE Awards that are not exchanged for awards over Vantiv Stock in accordance with the above terms will cease to be capable of exercise by no later than 6 months following court sanction of the Scheme (or, 6 months following the Offer becoming unconditional) (as applicable),at which point they will lapse (to the extent not exercised).

(iv) Worldpay does not currently intend to make any further offering under the SAYE before the Effective Date.

2.5 ESPP Awards

(a) Vantiv and Worldpay agree that the current ESPP offering period will come to an end before the Effective Date and holders of ESPP Awards will be entitled to participate in the Transaction and receive the same consideration in respect of the Worldpay Shares that they acquire under such ESPP Awards as is offered to Worldpay Shareholders.

(b) Worldpay does not currently intend to make any further offering under the ESPP before the Effective Date.

2.6 Phantom Awards

The provisions of this Schedule shall apply equally to any PSP and CSP Awards that have been granted on 'phantom' terms which requires them to be settled in cash that tracks the value of a Worldpay Share, subject to any necessary changes that may be agreed between Worldpay and Vantiv.

2.7 Worldpay Shares held by Persons Discharging Managerial Responsibilities ("PDMRs")

It is acknowledged that certain PDMRs may voluntarily agree with Vantiv to continue the terms of the lock-up agreement entered into on or around 13 October 2015 in respect of certain of their Worldpay Shares (as regards lock-up only) in respect of the Vantiv Stock that they receive as consideration in the Transaction in exchange for those Worldpay Shares. Specifically, such lock-up arrangements will terminate on 16 October 2018.

3. Ordinary Course Employment Matters and Changes to Terms and Conditions

3.1 Vantiv and Vantiv Bidco each acknowledge that at any time before the Effective Date, Worldpay is entitled to continue with any remuneration review, bonus arrangements in effect prior to the execution of this agreement and promotion processes each in accordance with normal practice, modified as necessary to have regard to the impact of the Transaction on the ability of relevant employees to satisfy any applicable performance conditions. Vantiv has acknowledged that, for the purpose of protecting the business to be acquired pursuant to the Transaction, Worldpay may make cash retention awards to employees whose recruitment and/or retention is considered critical for (a) achieving the successful completion of the Transaction; and/or (b) business continuity throughout the period up to the Effective Date (the "**Retention Bonuses**"). The Worldpay executive directors are not expected to receive Retention Bonuses and further awards are not currently intended to be made under the DBSP.

3.2 Vantiv and Vantiv Bidco each acknowledge that certain Worldpay employees will be due to receive bonuses in accordance with their employment contracts and/or Worldpay policies and practices in effect prior to the date of this agreement for 2017 (the "**2017 Bonus**"). The Worldpay remuneration committee will make a recommendation for the 2017 Bonus payments, acting reasonably. Vantiv acknowledges that the 2017 Bonus will be paid in the normal course. Vantiv and Vantiv Bidco each acknowledge that Worldpay may award Retention Bonuses in respect of the period prior to the Effective Date in accordance with Section 3.1 above and Vantiv agrees to procure that any such bonuses are paid in full to the extent not paid before the Effective Date.

4. Severance and contractual arrangements

4.1 Vantiv and Vantiv Bidco each agree that for a period of 24 months from the Effective Date, Worldpay Synergy Good Leavers will continue to benefit from terms relating to redundancy and severance which apply as at the date of this agreement, provided that any future options or awards (including phantom options or awards) held by Worldpay employees over (or in respect of) Worldpay Shares or Vantiv Stock, will be governed by and subject to the terms of the applicable options or awards and their respective plan rules from time to time, and as amended by Sections 1 and 2 of this Schedule where applicable.

SCHEDULE 2

INTERPRETATION

1. In this agreement:

2016 PSP Awards means any award granted in 2016 under the Worldpay Group plc Performance Share Plan and which is subsisting, in accordance with its terms, immediately prior to the Effective Date;

2017 PSP Award means any award granted in 2017 under the Worldpay Group plc Performance Share Plan and which is subsisting, in accordance with its terms, immediately prior to the Effective Date;

Acceptance Condition has the meaning given in subclause 8.2(a);

Act means the Companies Act 2006;

Admission means admission of the New Vantiv Stock to: (a) the standard listing segment of the Official List (in accordance with the Listing Rules and the Financial Services and Markets Act 2000); and (ii) trading on the Main Market (in accordance with the Admission and Disclosure Standards of London Stock Exchange);

Affiliate means in relation to a party, any person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the party, and for these purposes a party shall be deemed to control a person if such party possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the person, whether through the ownership of over 50 per cent. of the voting securities or the right to appoint over 50 per cent. of the relevant board of directors by contract or otherwise;

Agreed Switch has the meaning given in clause 8.1;

Amended and Restated Certificate of Incorporation means the amended and restated certificate of incorporation of Vantiv dated 21 March 2012;

Announcement means the announcement of a firm intention to proceed with the Transaction issued pursuant to Rule 2.7 of the Code, substantially the form set out in Schedule 3;

Bad Leaver means an employee who is dismissed for Cause or resigns without Good Reason;

Board means the board of directors of the relevant party;

Business Day means a day (other than a Saturday or Sunday) on which banks are generally open in London and New York City for normal business;

Cause means the employee's misconduct (including but not limited to): (i) dishonesty, fraud, misrepresentation, the commission of a criminal offence or breach of trust; (ii) any material breach of the employee's terms and conditions of employment; (iii) any material violation of the employer's policy, rules or regulation; (iv) material failure to perform his or her duties to the satisfaction of his or her employer, as determined by Vantiv acting reasonably; or (v) any other circumstance that Vantiv reasonably considers to amount to gross misconduct or entitle the employer to dismiss the employee without notice or compensation in lieu of notice;

Clearances means any approval, consent, clearance, permission, confirmation, comfort letter and waiver that may need to be obtained and any waiting period that may need to have expired, from or under applicable law, regulations or practices applied by any Relevant Authority (or under any agreement or arrangement to which any Relevant Authority is a party) in each case that are necessary and/or expedient to satisfy one or more of the Regulatory Conditions, and any reference to a Clearance having been "**satisfied**" shall be construed as meaning that the foregoing have been obtained, or, where appropriate, made or expired;

Code means the City Code on Takeovers and Mergers;

Competing Transaction means an offer, scheme of arrangement, merger, demerger, acquisition or business combination involving Worldpay, the purpose of which is to acquire all or a majority of the issued and to be issued ordinary share capital of Worldpay or all or a majority of its business and assets, whether implemented in a single transaction or a series of transactions;

Conditions means the conditions to implementation of the Transaction which are set out in Appendix I to the Announcement, and any other conditions as may be required by the Panel or agreed in writing by the parties, with such consequential amendments as may be reasonably necessary as a result of any Agreed Switch;

Confidentiality Agreement means the agreement dated 5 January 2016 between the parties to this agreement regulating the disclosure of confidential information between them prior to the date of this agreement;

Court means the High Court of Justice of England and Wales;

CSP Award means any award granted under the Worldpay Group plc Conditional Share Plan and which is subsisting, in accordance with its terms, immediately prior to the Effective Date;

DBSP Award means any award granted on 20 March 2017 under the Worldpay Group plc Deferred Bonus Share Plan and which is subsisting, in accordance with its terms, immediately prior to the Effective Date;

Effective means:

(a) if the Transaction is implemented by way of the Scheme, the Scheme becoming effective in accordance with its terms; or

(b) if, following an Agreed Switch, the Transaction is implemented by way of the Offer, the Offer becoming or being declared unconditional in all respects;

Effective Date means:

(a) if the Transaction is implemented by way of the Scheme, the date on which the Scheme becomes effective in accordance with its terms; or

(b) if, following an Agreed Switch, the Transaction is implemented by way of the Offer, the date on which such Offer becomes or is declared unconditional in all respects;

Electronic Communication means an electronic communication as defined in the Electronic Communications Act 2000;

ESPP Award means any award granted under the Worldpay Group plc Employee Stock Purchase Plan and which is subsisting, in accordance with its terms, immediately prior to the Effective Date;

Exchange Act means the United States Securities Exchange Act 1934, as amended from time to time, and the rules and regulations promulgated thereunder;

Exchange Agreement means the exchange agreement among, *inter alia*, Vantiv, Vantiv Holding, LLC, Fifth Third and FTPS Partners, LLC dated 21 March 2012;

FCA means the UK Financial Conduct Authority;

FCA Handbook means the FCA's handbook of rules and guidance as amended from time to time;

Fifth Third means Fifth Third Bank, a bank chartered under the laws of Ohio;

FSMA means the Financial Services and Markets Act 2000, as amended from time to time;

Good Reason means a resignation in response to: (a) a repudiatory breach of contract by the employee's employer; (b) a change that Vantiv, acting reasonably, considers to amount to a material diminution in the employee's overall responsibilities or status (provided that such material diminution shall not include (i) a change of title on its own; (ii) a change in reporting lines on its own; or (iii) the unreasonable refusal of a suitable alternative assignment with commensurate responsibilities, in each case taking into account the increased size and scope of the combined organisation; (c) a material diminution in an employee's overall remuneration potential; or (e) a relocation of the employee's principal place of work of more than 50 miles;

Government Authority means any nation or government or any agency or public or regulatory authority, instrumentality, department, commission, court, arbitrator, ministry, tribunal or board of any nation or government or political subdivision thereof, in each case, whether foreign or domestic and whether national, supranational, federal, provincial, state, regional, local or municipal;

Group means, in relation to any person, its subsidiaries, subsidiary undertakings and holding companies and the subsidiaries and subsidiary undertakings of any such holding company;

Indemnified Executives means such executives of Worldpay who, as at the date of this agreement, have a right to be indemnified or are insured in a substantially equivalent manner to the directors and officers of any member of the Worldpay Group;

Law means any applicable statutes, common laws, rules, ordinances, regulations, codes, orders, judgements, injunctions, writs, decrees, governmental guidelines or interpretations having the force of law or bylaws, in each case of a Government Authority;

Listing Documents has the meaning given to is in subclause 6.1(a);

Listing Rules means the listing rules made by the FCA under section 73A of FSMA, as amended from time to time;

London Stock Exchange means London Stock Exchange plc;

Long Stop Date means 31 March 2018 or such later date as may be agreed in writing by Worldpay and Vantiv with the Panel's consent and as the Court may approve (if such consent or approval is required);

Main Market means the main market for listed securities operated by the London Stock Exchange;

New Vantiv Stock means the shares in common stock of Vantiv to be issued to Worldpay Shareholders pursuant to the Scheme (or the Offer following an Agreed Switch, as the case may be);

Notice has the meaning given to it in clause 20.1;

Offer should the Transaction be effected by way of a takeover offer (as that term is defined in section 974 of the Act) following an Agreed Switch, means the offer to be made by Vantiv or Vantiv Bidco, for all of the Worldpay Shares not already owned by Vantiv or any associate (as that term is defined in section 988 of the Act) of Vantiv, on the terms and subject to the conditions to be set out in the related Offer Document and form of acceptance including, where the context requires, any subsequent revision, variation, extension or renewal thereof;

Offer Document means the document despatched to (among others) the Worldpay Shareholders under which any Offer would be made;

Panel means the UK Panel on Takeovers and Mergers;

Personnel in relation to any person, means its board of directors, members of their immediate families, related trusts and persons acting in concert with them, as such expressions are construed in accordance with the Code;

Proposals has the meaning given to it in paragraph 1.3 of Schedule 1;

Proxy Approval means the approval of the Proxy Statement by the SEC;

Proxy Statement has the meaning given to it in subclause 4.1(a);

Registration Statement has the meaning given to it in subclause 8.3(a)(i);

Regulatory Conditions means the conditions to Scheme (or the Offer, as the case may be) which are set out in in paragraphs (b) to (f) (inclusive) of Part A of Appendix I to the Announcement;

Regulatory Information Service means a regulatory information service as defined in the FCA Handbook;

Relevant Authority means any central bank, ministry, governmental, quasigovernmental, supranational (including the European Union), statutory, regulatory or investigative body, authority or tribunal (including any national or supranational antitrust, competition or merger control authority, any sectoral ministry or regulator and any foreign investment review body), national, state, municipal or local government (including any subdivision, court, tribunal, administrative agency or commission or other authority thereof), any entity owned or controlled by them, any private body exercising any regulatory, taxing, importing or other authority, trade agency, association, institution or professional or environmental body in any jurisdiction;

Sanction Hearing means the Court hearing at which Worldpay will seek an order sanctioning the Scheme pursuant to Part 26 of the Act;

SAYE Award means any option granted on 29 September 2016 under the Worldpay Group plc Savings-Related Share Option Scheme and which is subsisting, in accordance with its terms, immediately prior to the Effective Date;

Scheme means a court-sanctioned scheme of arrangement pursuant to Part 26 of the Act to implement the Transaction;

Scheme Conditions means the conditions to implementation of the Transaction which are set out in paragraph (a) of Part A of Appendix I to the Announcement;

Scheme Document means the circular to be addressed to the Worldpay Shareholders setting out, among other things, the details of the Transaction, the terms and conditions of the Scheme and the particulars required pursuant to Part 26 of the Act, and includes any revised or supplementary scheme document;

Scheme Record Time means the time and date specified as such in the Scheme Document or such later time as Worldpay, Vantiv and Vantiv Bidco may agree;

SEC means the US Securities and Exchange Commission;

Second Amended and Restated Limited Liability Company Agreement means the amended and restated limited liability company agreement of Vantiv Holding, LLC among, *inter alia*, Vantiv, Vantiv Holding, LLC, Fifth Third and FTPS Partners, LLC dated 21 March 2012;

Securities Act means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

Shareholder Approval Condition means any condition set out in paragraphs (a) and (g) of Part A of Appendix I to the Announcement or, following an Agreed Switch, any equivalent condition;

Supplemental Prospectus means any supplemental prospectus required to be published in connection with Admission;

Synergy Good Leaver means an employee who is dismissed by reason of redundancy (as defined in Section 139(1) Employment Rights Act 1996) or who resigns for Good Reason in each case within 24 months of the Effective Date;

TAP Award means any award granted on 16 October 2015 under the Worldpay Group plc Transitional Award Plan and which is subsisting, in accordance with its terms, on the Effective Date;

Transaction means the proposed acquisition by Vantiv and Vantiv Bidco of the entire issued and to be issued ordinary share capital of Worldpay, to be implemented by means of the Scheme or, should Vantiv so elect in accordance with the terms of this agreement and with the consent of the Panel, by means of the Offer;

Transaction Agreement means the transaction agreement entered into among Vantiv, Vantiv Holding, LLC and Fifth Third dated on or about the date of this agreement. **Worldpay Court Meeting** means the meeting or meetings of the Worldpay Shareholders to be convened by the Court pursuant to Part 26 of the Act for the purpose of considering, and if thought fit approving, the Scheme, including any adjournment, postponement or reconvention of any such meeting, notice of which shall be contained in the Scheme Document;

Vantiv Adverse Recommendation Change means any failure to include the Vantiv Recommendation in the Proxy Statement (including an announcement by Vantiv that it will not convene the Vantiv Stockholder Meeting), or any withdrawal, modification or qualification without Worldpay's consent of the Vantiv Recommendation or any failure to reaffirm or re-issue the Vantiv Recommendation within two Business Days of Worldpay's request to do so;

Vantiv Documents has the meaning given to it in subclause 4.1(a);

Vantiv Group means Vantiv and its Group;

Vantiv Prospectus means the prospectus required to be published by Vantiv in connection with Admission;

Vantiv Recommendation means the unanimous and unconditional recommendation of the Board of Vantiv of the approval of the issue of the New Vantiv Stock (provided that the recommendation will still be considered unanimous and unconditional if the director of Vantiv nominated by Fifth Third (if any) abstains or recuses himself from any such decision for reasons other than objection to the Transaction);

Vantiv Stock means the shares of Class A common stock of Vantiv issued and outstanding;

Vantiv Stockholder Approval means the approval of the issue of the New Vantiv Stock by the affirmative vote of a majority of votes cast;

Vantiv Stockholder Meeting means a meeting of the Vantiv Stockholders (including such meeting as any adjourned or postponed in accordance with the terms of this agreement) for the purpose of obtaining the Vantiv Stockholder Approval;

Vantiv Stockholders means holders of Vantiv Stock;

Worldpay Directors means the directors of Worldpay from time to time;

Worldpay EBT means the Worldpay employee benefit trust;

Worldpay General Meeting means any meeting of the Worldpay Shareholders to be convened for the purpose of considering, and if thought fit approving, the shareholder resolutions necessary to enable Worldpay to implement the Scheme, including any adjournment, postponement or reconvention of any such meeting, notice of which shall be contained in the Scheme Document;

Worldpay Group means Worldpay and its Group;

Worldpay Information means the information solely relating to Worldpay to be included in the Offer Document and for which Worldpay and the Worldpay Directors will take responsibility;

Worldpay Recommendation means the unanimous and unconditional recommendation of the Board of Worldpay to the Worldpay Shareholders to vote in favour of the Scheme (or, following an Agreed Switch, accept the Offer);

Worldpay Share Plans means the Worldpay Group plc Conditional Share Plan (**CSP**), the Worldpay Group plc Deferred Bonus Share Plan (**DBSP**), the Worldpay Group plc Performance Share Plan (**PSP**), the Worldpay Group plc Savings-Related Share Option Scheme (**SAYE**), the Worldpay Group plc US Employee Stock Purchase Plan (**ESPP**) and the Worldpay Group plc Transitional Award Plan (**TAP**);

Worldpay Shareholder Meetings means the Worldpay General Meeting and the Worldpay Court Meeting;

Worldpay Shareholders means the holders of Worldpay Shares from time to time; and

Worldpay Shares means ordinary shares in the capital of Worldpay from time to time.

2. In this agreement:

(a) **holding company** has the meaning given in section 1159 of the Act;

(b) **subsidiary** has the meaning given in section 1159 of the Act;

(c) **subsidiary undertaking** has the meaning given in sections 1161 and 1162 of the Act;

(d) any reference to a **person** includes a body corporate, unincorporated association of persons (including a partnership), government, state, agency, organisation and any other entity whether or not having separate legal personality, and an individual, his estate and personal representatives;

(e) subject to clause 21, any reference to a **party** to this agreement includes the successors and assigns (immediate or otherwise) of that party;

(f) a person shall be deemed **connected** with another if that person is connected with that other within the meaning of section 1122 of the Corporation Tax Act 2010;

(g) the words **including** and **include** shall mean including without limitation and include without limitation, respectively;

(h) any reference importing a gender includes the other genders;

(i) any reference to a time of day is to London time;

(j) any reference to **£** or **pounds** sterling is to the lawful currency of the United Kingdom and any reference to **$** or USD is to the lawful currency of the United States of America, in each case, from time to time;

(k) any reference to writing includes typing, printing, lithography and photography but excludes any form of Electronic Communication;

(l) any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of this agreement or that document;

(m) any reference to a clause, subclause or schedule is to a clause, subclause or schedule of or to this agreement;

(n) the schedules form part of this agreement;

(o) the headings do not affect the interpretation of this agreement;

(p) any reference to a company includes any company, corporation or other body corporate wheresoever incorporated; and

(q) any reference to a company or firm includes any company or firm in succession to all, or substantially all, of the business of that company or firm.

3. In this agreement any reference, express or implied, to an enactment (which includes any legislation in any jurisdiction) includes:

(a) that enactment as amended, extended or applied by or under any other enactment (before, on or after execution of this agreement);

(b) any enactment which that enactment re-enacts (with or without modification); and

(c) any subordinate legislation made (before, on or after execution of this agreement) under that enactment, including (where applicable) that enactment as amended, extended or applied as described in paragraph (a) above, or under any enactment which it re-enacts as described in paragraph (b) above.

4. If there is any conflict or inconsistency between a term in the body of this agreement and a term in any of the schedules or other documents referred to or otherwise incorporated into this agreement, the term in the body of this agreement shall take precedence.

5. The *eiusdem generis* rule does not apply to this agreement. Accordingly, specific words indicating a type, class or category of thing do not restrict the meaning of general words following such specific words, such as general words introduced by the word **other** or a similar expression. Similarly, general words followed by specific words shall not be restricted in meaning to the type, class or category of thing indicated by such specific words.

6. A reference in this agreement to any English legal term for any action, remedy, method or form of judicial proceeding, legal document, court or any other legal concept or matter will be deemed to include a reference to the corresponding or most similar legal term in any jurisdiction other than England, to the extent that such jurisdiction is relevant to the transactions contemplated by this agreement or the terms of this agreement.

7. Paragraphs 1 to 6 above apply unless the contrary intention appears.

SCHEDULE 3

ANNOUNCEMENT

SIGNATORIES

WORLDPAY GROUP PLC

By: /s/ RON KALIFA
Name: Ron Kalifa
Title: Director

VANTIV, INC.

By: /s/ NELSON F. GREENE
Name: Nelson F. Greene
Title: Chief Legal and Corporate Services Officer and Secretary

VANTIV UK LIMITED

By: /s/ NELSON F. GREENE
Name: Nelson F. Greene
Title: Director

Exhibit 10.1

EXECUTION VERSION

INCREMENTAL AMENDMENT NO. 3

INCREMENTAL AMENDMENT NO. 3, dated as of August 9, 2017 (this "Incremental Amendment No. 3"), by and among VANTIV, LLC, a Delaware limited liability company (the "Borrower"), each financial institution party hereto as a "2017 Incremental Term A-4 Lender" (each, a "2017 Incremental Term A-4 Lender"), each financial institution party hereto as a "2017 Incremental Term B-1 Lender" (each, a "2017 Incremental Term B-1 Lender"), each financial institution party hereto as a "2017 Incremental Term B-2 Lender" (each, a "2017 Incremental Term B-2 Lender" and collectively with the 2017 Incremental Term A-4 Lenders and the 2017 Incremental Term B-1 Lenders, the "2017 Incremental Term Lenders"), each financial institution party hereto as a "2017 Incremental Revolving Lender" (each, a "2017 Incremental Revolving Lender" and together with the "2017 Incremental Term Lenders, the "2017 Incremental Lenders"), and JPMORGAN CHASE BANK, N.A., as Administrative Agent ("Administrative Agent") under the Credit Agreement (as defined below).

RECITALS:

WHEREAS, the Borrower has entered into that certain Second Amended and Restated Loan Agreement, dated as of October 14, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"), among the Borrower, the Administrative Agent, each Lender from time to time party thereto and the other agents party thereto (capitalized terms used but not otherwise defined herein having the meaning provided in the Credit Agreement or, if not defined therein, the Credit Agreement as amended by this Incremental Amendment No. 3);

WHEREAS, the Borrower, intends to acquire Worldpay Group plc, a public limited liability company incorporated under the laws of England and Wales with registered number 08762327 and certain of its affiliates (the "Acquisition");

WHEREAS, the Borrower has hereby notified the Administrative Agent that it is requesting an Incremental Term A Facility, Incremental Term B Facilities and an Incremental Revolving Credit Facility pursuant to Section 2.14 of the Credit Agreement;

WHEREAS, pursuant to Section 2.14 of the Credit Agreement, the Borrower may establish a Commitment Increase by, among other things, entering into one or more Incremental Amendments pursuant to the terms and conditions of the Credit Agreement with each Lender and/or Additional Lender agreeing to provide such Commitment Increase;

WHEREAS, the Borrower has requested that (i) the 2017 Incremental Term A-4 Lenders party hereto extend credit to the Borrower in the form of Incremental Term A Loans in an aggregate principal amount of $1,605,000,000 (the "2017 Incremental Term A-4 Loan"), (ii) the 2017 Incremental Term B-1 Lenders party hereto extend credit to the Borrower in the form of Incremental Term B Loans in an aggregate principal amount of $535,000,000 (the "2017 Incremental Term B-1 Loan"), (iii) the 2017 Incremental Term B-2 Lenders party hereto extend credit to the Borrower in the form of Incremental Term B Loans in an aggregate principal amount of $594,536,500 (the "2017 Incremental Term B-2 Loan" and collectively with the 2017 Incremental Term A-4 Loans and the 2017 Incremental Term B-1 Loans, the "2017 Incremental Term Loans"); and (iv) the 2017 Incremental Revolving Lenders party hereto extend credit to the Borrower in the form of a Revolving Credit Commitment Increase having an aggregate commitment of $350,000,000 (the "2017 Incremental Revolving Credit Commitment Increase" and together with the 2017 Incremental Term Loans, the "2017 Incremental Facilities"); and

WHEREAS, the 2017 Incremental Lenders party hereto as of the date hereof have indicated their willingness to make such 2017 Incremental Facilities available on the terms and subject to the conditions herein.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

SECTION 1. Amendments to Credit Agreement. Effective as of the 2017 Incremental Effective Date, the Credit Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Credit Agreement attached as Exhibit A hereto.

SECTION 2. 2017 Incremental Facilities. (a) Subject to and upon the terms and conditions set forth herein and the Credit Agreement (as amended hereby),

(i) each 2017 Incremental Term A-4 Lender severally agrees to make, on the Certain Funds Funding Date, a 2017 Incremental Term A-4 Loan in Dollars to the Borrower in a principal amount equal to the commitment amount set forth next to such 2017 Incremental Term A-4 Lender's name on Schedule 1 hereto under the caption "2017 Incremental Term A-4 Loan Commitment" (each, a "2017 Incremental Term A-4 Loan Commitment");

(ii) each 2017 Incremental Term B-1 Lender severally agrees to make, on the Certain Funds Funding Date, a 2017 Incremental Term B-1 Loan in Dollars to the Borrower in a principal amount equal to the commitment amount set forth next to such 2017 Incremental Term B-1 Lender's name on Schedule 1 hereto under the caption "2017 Incremental Term B-1 Loan Commitment" (each, a "2017 Incremental Term B-1 Loan Commitment");

(iii) each 2017 Incremental Term B-2 Lender severally agrees to make, on the Certain Funds Funding Date, a 2017 Incremental Term B-2 Loan in Dollars to the Borrower in a principal amount equal to the commitment amount set forth next to such 2017 Incremental Term B-2 Lender's name on Schedule 1 hereto under the caption "2017 Incremental Term B-2 Loan Commitment" (each, a "2017 Incremental Term B-2 Loan Commitment" and collectively with the 2017 Incremental Term A-4 Loan Commitment and the 2017 Incremental Term B-1 Loan Commitment, the "2017 Incremental Term Loan Commitments"); and

(iv) each 2017 Incremental Revolving Lender severally agrees to make, on the initial Certain Funds Funding Date, a Revolving Credit Commitment Increase for the account of the Borrower in a principal amount not to exceed the commitment amount set forth next to such 2017 Incremental Revolving Lender's name on Schedule 1 hereto under the caption "2017 Incremental Revolving Credit Commitment Increase" (each, a "2017 Incremental Revolving Credit Commitment").

(b) Immediately upon the occurrence of the 2017 Incremental Effective Date, (i) each 2017 Incremental Term A-4 Lender shall be bound by the provisions of the Credit Agreement (as amended hereby) as a "Lender", a "Term Lender", a "Term A Lender", a "2017 Incremental Lender", a "2017 Incremental Term Lender" and a "2017 Incremental Term A-4 Lender" holding 2017 Incremental Term A-4 Loan Commitments, 2017 Incremental Term Loan Commitments, 2017 Incremental Commitments, Term A Loan Commitments, Term Loan Commitments and Commitments, (ii) each 2017 Incremental Term B-1 Lender shall be bound by the provisions of the Credit Agreement (as amended hereby) as a "Lender", a "Term Lender", a "Term B Lender", a "2017 Incremental Lender", a "2017

Incremental Term Lender" and a "2017 Incremental Term B-1 Lender" holding 2017 Incremental Term B-1 Loan Commitments, 2017 Incremental Term Loan Commitments, 2017 Incremental Commitments, Term B Loan Commitments, Term Loan Commitments and Commitments and (iii) each 2017 Incremental Term B-2 Lender shall be bound by the provisions of the Credit Agreement (as amended hereby) as a "Lender", a "Term Lender", a "Term B Lender", a "2017 Incremental Lender", a "2017 Incremental Term Lender" and a "2017 Incremental Term B-2 Lender" holding 2017 Incremental Term B-2 Loan Commitments, 2017 Incremental Term Loan Commitments, 2017 Incremental Commitments, Term B Loan Commitments, Term Loan Commitments and Commitments. Immediately upon the incurrence of the 2017 Incremental Term Loans, (A) the 2017 Incremental Term A-4 Loans shall constitute "Loans", "Term Loans", "Term A Loans", "2017 Incremental Term Loans" and "2017 Incremental Term A-4 Loans", in each case, under and as defined in the Credit Agreement (as amended hereby), (B) the 2017 Incremental Term B-1 Loans shall constitute "Loans", "Term Loans", "Term B Loans", "2017 Incremental Term Loans", "2017 Incremental Term B Loans" and "2017 Incremental Term B-1 Loans", in each case, under and as defined in the Credit Agreement (as amended hereby), and (C) the 2017 Incremental Term B-2 Loans shall constitute "Loans", "Term Loans", "Term B Loans", "2017 Incremental Term Loans", "2017 Incremental Term B Loans" and "2017 Incremental Term B-2 Loans", in each case, under and as defined in the Credit Agreement (as amended hereby).

(c) Immediately upon the initial Certain Funds Funding Date, after giving effect to the 2017 Incremental Revolving Credit Commitment Increase, (x) each 2017 Incremental Revolving Lender shall be bound by the provisions of the Credit Agreement (as amended hereby) as a "Lender", a "Revolving Lender", a "2017 Incremental Lender" and a "2017 Incremental Revolving Lender" holding Revolving Credit Commitments and (y) (1) the Revolving Credit Commitment shall increase by the amount of the 2017 Incremental Revolving Credit Commitment Increase of each 2017 Incremental Revolving Lender effected hereby and (2) there shall be an automatic adjustment to the Participating Interest and the participation in Swing Loans of each existing Revolving Lender such that all of the Revolving Lenders' (including each 2017 Incremental Revolving Lender's) Participating Interests and participations in Swing Loans shall be held on a *pro rata* basis on the basis of their Revolver Percentage (after giving effect to the 2017 Incremental Revolving Credit Commitment Increase). The 2017 Incremental Revolving Credit Commitment Increases shall (i) become a part of the Revolving Credit Commitments for all purposes of the Credit Agreement and the other Loan Documents and (ii) together with all related Revolving Exposure, be subject to the same Applicable Margin, prepayment provisions, Revolving Credit Termination Date and other terms and conditions applicable to the existing Revolving Credit Commitments (and related Revolving Exposure) under the Credit Agreement.

(d) This Incremental Amendment No. 3 constitutes an Incremental Amendment for purposes of Section 2.14 of the Credit Agreement.

SECTION 3. Conditions to Effectiveness. This Incremental Amendment No. 3 and the 2017 Incremental Term Loan Commitments shall become effective as of the first date (such date, the "2017 Incremental Effective Date") when each of the following conditions shall have been satisfied:

(a) this Incremental Amendment No. 3 shall have been executed and delivered by the Borrower, each 2017 Incremental Lender and the Administrative Agent;

(b) that certain Fee Letter (the "Fee Letter"), dated as of the date hereof, regarding, inter alia, this Incremental Amendment No. 3, shall have been executed and delivered by the Borrower and each 2017 Incremental Lender;

(c) upon the effectiveness of this Incremental Amendment No. 3, the representations and warranties set forth in the following sections of the Credit Agreement shall be true and correct in all material respects: Section 5.2 (solely with respect to organizational existence of the Loan Parties), Section 5.3 (solely as it relates to (x) organizational power and authority of the Loan Parties to duly authorize, execute, deliver and perform this Incremental Amendment No. 3 and the other Loan Documents, (y) the due authorization, execution, delivery and enforceability of this Incremental Amendment No. 3 and the other Loan Documents and (z) no conflicts of this Incremental Amendment No. 3 or the other Loan Documents with the organizational documents of the Loan Parties), Section 5.7, Section 5.13 and Section 5.21(c);

(d) there shall be no Event of Default under Sections 7.1(a), (j) or (k) of the Credit Agreement;

(e) the Borrower shall be in compliance, on a Pro Forma Basis, with the financial covenants set forth in Section 6.22 of the Credit Agreement, recomputed as of the last day of the most recently ended fiscal quarter for which financial statements have been or were required to be delivered pursuant to Section 6.1(a) or (b) of the Credit Agreement and assuming the 2017 Incremental Revolving Credit Commitments and the 2017 Incremental Term Loan Commitments have been drawn in full;

(f) the Senior Secured Leverage Ratio shall not exceed 4.85:1.00, determined on a Pro Forma Basis after giving effect to the 2017 Incremental Revolving Credit Commitments and the 2017 Incremental Term Loans (and assuming the 2017 Incremental Revolving Credit Commitments and the 2017 Incremental Term Loans have been drawn in full) and any related transaction as of the last day of the most recently ended period of four consecutive fiscal quarters for which financial statements have been or were required to be delivered pursuant to Section 6.1(a) or (b) of the Credit Agreement;

(g) the Acquisition shall be permitted under Section 6.17(v) of the Credit Agreement;

(h) the Borrower shall have delivered to the Administrative Agent a certificate of a financial officer certifying (i) its compliance with clauses (c), (d), (e), (f), and (g) above, together with reasonably detailed calculations demonstrating compliance with clauses (e), (f), and (g) above, (ii) that the Weighted Average Life to Maturity of the 2017 Incremental Term A-4 Loans shall not be shorter than the Weighted Average Life to Maturity of the Term A-3 Loans then outstanding, (iii) that the Weighted Average Life to Maturity of the 2017 Incremental Term B-1 Loans and the 2017 Incremental Term B-2 Loans shall not be shorter than the Weighted Average Life to Maturity of the Initial Term B Loans then outstanding and (iv) that pursuant to Section 2.14(a)(B) of the Credit Agreement, the Borrower is in compliance, on a Pro Forma Basis giving effect to the Acquisition and the other Certain Funds Transactions (each as defined in the Credit Agreement (as amended hereby)), with the financial covenants set forth in Section 6.22 of the Credit Agreement recomputed as of June 30, 2017;

(i) the Administrative Agent shall have received each of the following:

(i) (x) copies of the certificate of formation, certificate of organization, operating agreement, articles of incorporation and bylaws, as applicable (or comparable organizational documents) of each Loan Party and any amendments thereto, certified in each instance by its Secretary, Assistant Secretary or Chief Financial Officer and, with respect to organizational documents filed with a Governmental Authority, by the applicable Governmental Authority or (y) a certificate of the Secretary, Assistant Secretary or Chief Financial Officer of each Loan Party confirming that there have been no changes or amendments to the organizational documents described in clause (x) since those delivered to the Administrative Agent on the Second Restatement Effective Date;

(ii) copies of resolutions of the board of directors (or similar governing body) of each Loan Party approving and authorizing the execution, delivery and performance of this Incremental Amendment No. 3 and any other Loan Documents executed in connection with this Incremental Amendment No. 3 to which it is a party, together with specimen signatures of the persons authorized to execute such documents on each Loan Party's behalf, all certified as of the 2017 Incremental Effective Date in each instance by its Secretary, Assistant Secretary or Chief Financial Officer as being in full force and effect without modification or amendment;

(iii) copies of the certificates of good standing (if available) for each Loan Party from the office of the secretary of state or other appropriate governmental department or agency of the state of its formation, incorporation or organization, as applicable;

(iv) (A) a favorable written opinion (addressed to the Administrative Agent and the Lenders) of Sidley Austin LLP, special counsel to the Loan Parties and (B) a favorable written opinion (addressed to the Administrative Agent and the Lenders) of Baird Holm LLP, local counsel to Vantiv ISO, Inc. (f/k/a National Processing Company) in the state of Nebraska in each case in form and substance reasonably satisfactory to the Administrative Agent;

(v) an executed solvency certificate signed on behalf of the Borrower, dated as of the 2017 Incremental Effective Date substantially in the form of Exhibit E to the Credit Agreement, assuming the incurrence of the 2017 Incremental Term Loans and the consummation of the Acquisition and the Certain Funds Transactions (as defined in the Credit Agreement (as amended hereby)); and

(vi) the results of a recent Lien search with respect to each Loan Party, and such search shall reveal no Liens on any of the assets of the Loan Parties except for Liens permitted by Section 6.15 of the Credit Agreement (as amended hereby) or discharged on or prior to the 2017 Incremental Effective Date pursuant to documentation satisfactory to the Administrative Agent;

(j) the Administrative Agent shall have received a customary reaffirmation agreement , in form and substance reasonably satisfactory to the Administrative Agent, executed by the Borrower and each other Loan Party;

(k) the Administrative Agent shall have received, no later than 3 Business Days in advance of the 2017 Incremental Effective Date (or such later date as agreed by the Administrative Agent) all documentation and other information about the Loan Parties as shall have been reasonably requested in writing at least five (5) Business Days prior to the 2017 Incremental Effective Date by the Lenders through the Administrative Agent that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act; and

(l) the Administrative Agent and the 2017 Incremental Lenders shall have received in form and substance satisfactory to the Required 2017 Incremental Lenders (acting reasonably) a copy of the final draft of the Rule 2.7 Announcement (as defined in the Credit Agreement (as amended hereby)).

By its execution and delivery of its signature page hereto, each 2017 Incremental Lender and the Administrative Agent acknowledges and agrees that the 2017 Incremental Effective Date has occurred on August 9, 2017.

SECTION 4. Funding. Subject only to Section 3.2 of the Credit Agreement (as amended hereby), the 2017 Incremental Lenders agree to fund the 2017 Incremental Term Loans on or prior to the date falling on the last day of the Certain Funds Period (as defined in the Credit Agreement (as amended hereby)) (the date of funding of the 2017 Incremental Term Loans, the "Certain Funds Funding Date").

SECTION 5. Borrower Covenants. By its execution of this Incremental Amendment No. 3, the Borrower hereby covenants and agrees that the proceeds of the 2017 Incremental Facilities shall be used by the Borrower to finance the working capital needs and other general corporate purposes of the Borrower and its Subsidiaries, or for any other purpose not prohibited by the Credit Agreement, which may include the financing of the Acquisition and/or certain of the other Certain Funds Transactions (as defined in the Credit Agreement (as amended hereby)).

SECTION 6. Amendment, Modification and Waiver. This Incremental Amendment No. 3 may not be amended, modified or waived except in accordance with Section 10.11 of the Credit Agreement.

SECTION 7. Liens Unimpaired. After giving effect to this Incremental Amendment No. 3, neither the modification of the Credit Agreement effected pursuant to this Incremental Amendment No. 3 nor the execution, delivery, performance or effectiveness of this Incremental Amendment No. 3:

(a) impairs the validity, effectiveness or priority of the Liens granted pursuant to any Loan Document, and such Liens continue unimpaired with the same priority to secure repayment of all Obligations, whether heretofore or hereafter incurred; or

(b) requires that any new filings be made or other new action taken to perfect or to maintain the perfection of such Liens.

SECTION 8. Entire Agreement. This Incremental Amendment No. 3, the Credit Agreement, the other Loan Documents and the Fee Letter constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties hereto with respect to the subject matter hereof. Except as expressly set forth herein, this Incremental Amendment No. 3 shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of any party under, the Credit Agreement, nor alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect. It is understood and agreed that each reference in each Loan Document to the Credit Agreement, whether direct or indirect, shall hereafter be deemed to be a reference to the Credit Agreement as amended hereby and that this Incremental Amendment No. 3 is a Loan Document.

SECTION 9. GOVERNING LAW. THIS INCREMENTAL AMENDMENT NO. 3 AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. SECTION 10.22 OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE INTO THIS INCREMENTAL AMENDMENT NO. 3 AND SHALL APPLY HERETO.

SECTION 10. Severability. If any provision of this Incremental Amendment No. 3 is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Incremental Amendment No. 3 shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 11. Counterparts. This Incremental Amendment No. 3 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic means (including ".pdf" or ".tif" format) of an executed counterpart of a signature page to this Incremental Amendment No. 3 shall be effective as delivery of an original executed counterpart of this Incremental Amendment No. 3.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Incremental Amendment No. 3 as of the date first written above.

VANTIV, LLC, as the Borrower

By: /s/ STEPHANIE FERRIS
Name: Stephanie Ferris
Title: Chief Financial Officer

[Signature Page to Incremental Amendment No. 3]

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: /s/ NICHOLAS GITRON-BEER
Name: Nicholas Gitron-Beer
Title: Vice President

[Signature Page to Incremental Amendment No. 3]

MORGAN STANLEY SENIOR FUNDING, INC., as a 2017 Incremental Term A-4 Lender, 2017 Incremental Term B-1 Lender, 2017 Incremental Term B-2 Lender and 2017 Incremental Revolving Lender

By: /s/ BARRY PRICE
Name: Barry Price
Title: Authorized Signatory

By: /s/ BARRY PRICE
Name: Barry Price
Title: Authorized Signatory

[Signature Page to Incremental Amendment No. 3]

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as a 2017 Incremental Term A-4 Lender, 2017 Incremental Term B-1 Lender, 2017 Incremental Term B-2 Lender and 2017 Incremental Revolving Lender

By: /s/ JAMES GORMAN
Name: James Gorman
Title: Managing Director

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a 2017 Incremental Term A-4 Lender, 2017 Incremental Term B-1 Lender, 2017 Incremental Term B-2 Lender and 2017 Incremental Revolving Lender

By: /s/ JUDITH E. SMITH
Name: Judith E. Smith
Title: Authorized Signatory

By: /s/ D. ANDREW MALETTA
Name: D. Andrew Maletta
Title: Authorized Signatory

[Signature Page to Incremental Amendment No. 3]

Schedule 1

Commitment Schedule

2017 Incremental Lender	2017 Incremental Term A-4 Loan Commitment	2017 Incremental Term B-1 Loan Commitment	2017 Incremental Term B-2 Loan Commitment	2017 Incremental Revolving Credit Commitment Increase
Morgan Stanley Senior Funding, Inc.	$ 401,250,000	$ 133,750,000	$ 148,634,125	$ 87,500,000
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	$ 401,250,000	$ 133,750,000	$ 148,634,125	$ 87,500,000
Credit Suisse AG, Cayman Islands Branch	$ 802,500,000	$ 267,500,000	$ 297,268,250	$ 175,000,000
TOTAL:	$ 1,605,000,000	$ 535,000,000	$ 594,536,500	$ 350,000,000

Exhibit A

[See attached].

EXHIBIT A

SECOND AMENDED AND RESTATED LOAN AGREEMENT

AMONG

VANTIV, LLC,
a Delaware limited liability company, as Borrower

VARIOUS LENDERS
FROM TIME TO TIME PARTY HERETO,

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Collateral Agent,

DATED AS OF OCTOBER 14, 2016, ~~AS~~
As AMENDED BY INCREMENTAL AMENDMENT NO. 2 DATED AS OF AUGUST 7, 2017, AND
AS AMENDED BY INCREMENTAL AMENDMENT NO. 3 DATED AS OF AUGUST 9, 2017

BANK OF AMERICA, N.A., FIFTH THIRD BANK, MORGAN STANLEY MUFG LOAN PARTNERS, LLC AND ROYAL BANK OF CANADA, AS CO-SYNDICATION AGENTS,

CAPITAL ONE, N.A., COMPASS BANK, CREDIT SUISSE AG, MIZUHO BANK, LTD. AND SUMITOMO MITSUI BANKING CORPORATION, AS CO-DOCUMENTATION AGENTS,

JPMORGAN CHASE BANK, N.A. AND MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
AS JOINT LEAD ARRANGERS

JPMORGAN CHASE BANK, N.A., MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, FIFTH THIRD BANK, MORGAN STANLEY MUFG LOAN PARTNERS, LLC AND RBC CAPITAL MARKETS,[1] AS JOINT BOOKRUNNERS

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1 RBC Capital Markets is a brand name for the capital markets businesses of Royal Bank of Canada and its affiliates.

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SECOND AMENDED AND RESTATED LOAN AGREEMENT

This Second Amended and Restated Loan Agreement is entered into as of October 14, 2016, by and among VANTIV, LLC, a Delaware limited liability company (the "*Borrower*"), the various institutions from time to time party to this Agreement, as Lenders, and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (the "*Administrative Agent*" or "*Collateral Agent*").

Preliminary Statements

The Borrower, the Administrative Agent, the Collateral Agent, the lenders party thereto and the other agents party thereto entered into a Loan Agreement, dated as of May 15, 2013 (as amended by the Incremental Amendment No. 1, the "*Original Credit Agreement*"), under which the lenders thereunder agreed to extend certain credit facilities.

The Borrower, the Administrative Agent, the Collateral Agent, the lenders party thereto and the other agents party thereto entered into a Restatement Agreement, dated as of June 13, 2014 (the "*First Restatement Agreement*") pursuant to which the Original Credit Agreement was amended and restated (the Original Credit Agreement as so amended and restated, the "*First Amended and Restated Credit Agreement*") and under which the lenders thereunder agreed to extend certain credit facilities.

The Borrower, the Administrative Agent, the lenders party thereto and the other agents party thereto entered into a Restatement Agreement, dated as of October 14, 2016 pursuant to which the First Amended and Restated Credit Agreement was amended and restated (the First Amended and Restated Credit Agreement as so amended and restated, and as further amended pursuant to the Incremental Amendment No. 2, the "*Second Amended and Restated Credit Agreement*") and under which the lenders thereunder agreed to among other things extend certain credit facilities.

Pursuant to the Incremental Amendment No. ~~2~~3, the Borrower has requested, and the Administrative Agent, the lenders party thereto and the other agents party thereto agreed, to amend the Second Amended and Restated Credit Agreement on the terms and conditions contained herein and pursuant to the Incremental Amendment No. ~~2~~3. In consideration of the mutual agreements set forth in this Agreement, the parties to this Agreement agree as follows:

ARTICLE 1. Definitions; Interpretation.

Section 1.1 *Definitions.* The following terms when used herein shall have the following meanings:

"*2017 Incremental Commitments*" means, collectively, the 2017 Incremental Term Loan Commitments and the 2017 Incremental Revolving Credit Commitment Increase, or any one or more thereof, as the context may require.

"*2017 Incremental Effective Date*" has the meaning specified in the Incremental Amendment No. 3.

"*2017 Incremental Facilities*" has the meaning specified in the Incremental Amendment No. 3.

"*2017 Incremental Lenders*" has the meaning specified in the Incremental Amendment No. 3.

"*2017 Incremental Revolving Credit Commitment Increase*" has the meaning specified in the Incremental Amendment No. 3.

"*2017 Incremental Revolving Lender*" means any Lender holding all or a portion of the 2017 Incremental Revolving Credit Commitment Increase.

"*2017 Incremental Term A-4 Facility*" means the establishment of the 2017 Incremental Term A-4 Loan Commitments and the making of the 2017 Incremental Term A-4 Loans thereunder.

"*2017 Incremental Term A-4 Lender*" means any Lender holding all or a portion of the 2017 Incremental Term A-4 Facility.

"*2017 Incremental Term A-4 Loan*" has the meaning specified in the Incremental Amendment No. 3.

"*2017 Incremental Term A-4 Loan Commitment*" has the meaning specified in the Incremental Amendment No. 3.

"*2017 Incremental Term A-4 Loan Percentage*" means, for any 2017 Incremental Term A-4 Lender, the percentage held by such 2017 Incremental Term A-4 Lender of the aggregate principal amount of (x) prior to the Certain Funds Funding Date, all 2017 Incremental Term A-4 Loan Commitments and (y) upon the occurrence of the Certain Funds Funding Date and thereafter, all 2017 Incremental Term A-4 Loans then outstanding.

"*2017 Incremental Term A-4 Termination Date*" is defined in Section 2.7(b) hereof.

"*2017 Incremental Term B Loans*" means the 2017 Incremental Term B-1 Loan and the 2017 Incremental Term B-2 Loan, either individually or collectively.

"*2017 Incremental Term B-1 Facility*" means the establishment of the 2017 Incremental Term B-1 Loan Commitments and the making of the 2017 Incremental Term B-1 Loans thereunder.

"*2017 Incremental Term B-1 Lender*" means any Lender holding all or a portion of the 2017 Incremental Term B-1 Facility.

"*2017 Incremental Term B-1 Loan*" has the meaning specified in the Incremental Amendment No. 3.

"*2017 Incremental Term B-1 Loan Commitment*" has the meaning specified in the Incremental Amendment No. 3.

"*2017 Incremental Term B-1 Loan Percentage*" means, for any 2017 Incremental Term B-1 Lender, the percentage held by such 2017 Incremental Term B-1 Lender of the aggregate principal amount of (x) prior to the Certain Funds Funding Date, all 2017 Incremental Term B-1 Loan Commitments and (y) upon the occurrence of the Certain Funds Funding Date and thereafter, all 2017 Incremental Term B-1 Loans then outstanding.

"*2017 Incremental Term B-1 Termination Date*" is defined in Section 2.7(e) hereof.

"*2017 Incremental Term B-2 Facility*" means the establishment of the 2017 Incremental Term B-2 Loan Commitments and the making of the 2017 Incremental Term B-2 Loans thereunder.

"*2017 Incremental Term B-2 Lender*" means any Lender holding all or a portion of the 2017 Incremental Term B-2 Facility.

"*2017 Incremental Term B-2 Loan*" has the meaning specified in the Incremental Amendment No. 3.

"*2017 Incremental Term B-2 Loan Commitment*" has the meaning specified in the Incremental Amendment No. 3.

"*2017 Incremental Term B-2 Loan Percentage*" means, for any 2017 Incremental Term B-2 Lender, the percentage held by such 2017 Incremental Term B-2 Lender of the aggregate principal amount of (x) prior to the Certain Funds Funding Date, all 2017 Incremental Term B-2 Loan Commitments and (y) upon the occurrence of the Certain Funds Funding Date and thereafter, all 2017 Incremental Term B-2 Loans then outstanding.

"*2017 Incremental Term B-2 Termination Date*" is defined in Section 2.7(f) hereof.

"*2017 Incremental Term Facilities*" means, collectively, the 2017 Incremental Term A-4 Facility, the 2017 Incremental Term B-1 Facility and the 2017 Incremental Term B-2 Facility.

"*2017 Incremental Term Lenders*" means collectively, the 2017 Incremental Term A-4 Lenders, the 2017 Incremental Term B-1 Lenders and the 2017 Incremental Term B-2 Lenders.

"*2017 Incremental Term Loan Commitments*" means, collectively, the 2017 Incremental Term A-4 Loan Commitments, the 2017 Incremental Term B-1 Loan Commitments and the 2017 Incremental Term B-2 Loan Commitments.

"*2017 Incremental Term Loans*" means, collectively, the 2017 Incremental Term A-4 Loan, the 2017 Incremental Term B-1 Loan and the 2017 Incremental Term B-2 Loan.

"*2017 Rook Incremental Allocation Date*" has the meaning specified in the Incremental Amendment No. 2.

"*2017 Rook Incremental Funding Date*" has the meaning specified in the Incremental Amendment No. 2.

"*2017 Rook Incremental Term B Facility*" means the establishment of the 2017 Rook Incremental Term B Loan Commitments and the making of the 2017 Rook Incremental Term B Loans thereunder.

"*2017 Rook Incremental Term B Lender*" means any Lender holding all or a portion of the 2017 Rook Incremental Term B Facility.

"*2017 Rook Incremental Term B Loan*" has the meaning specified in the Incremental Amendment No. 2.

"*2017 Rook Incremental Term B Loan Commitment*" has the meaning specified in the Incremental Amendment No. 2.

"*2017 Rook Incremental Term B Loan Percentage*" means, for any 2017 Rook Incremental Term B Lender, the percentage held by such 2017 Rook Incremental Term B Lender of the aggregate principal amount of (x) prior to the 2017 Rook Incremental Funding Date, all 2017 Rook Incremental Term B Loan Commitments and (y) upon the occurrence of the 2017 Rook Incremental Funding Date, all 2017 Rook Incremental Term B Loans then outstanding.

"*2017 Rook Incremental Term B Termination Date*" is defined in Section 2.7(~~c~~d) hereof.

"*Acquisition*" means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person, or of any line of business or division of a Person, (b) the acquisition of in excess of 50.00% of the capital stock, partnership interests, membership interests or equity of any Person (other than a Person that is a Restricted Subsidiary), but, at the Borrower's option, including acquisitions of Equity Interests increasing the ownership of the Borrower or a Subsidiary in an existing Subsidiary or (c) a merger or consolidation or any other combination with another Person (other than a Person that is already a Restricted Subsidiary); *provided* that the Borrower or a Restricted Subsidiary is the surviving entity or the surviving entity becomes a Restricted Subsidiary.

"*Acquisition Documents*" means (a) if the Worldpay Acquisition is to be effected by means of the Scheme, the Scheme Documents or (b) if the Worldpay Acquisition is to be effected by means of the Offer, the Offer Documents, and any other document designated as such by the Administrative Agent (acting on the instructions of Required 2017 Incremental Lenders) and the Borrower.

"*Additional Lender*" means any Additional Revolving Lender or any Additional Term Lender, as applicable.

"*Additional Revolving Lender*" means, at any time, any bank or other financial institution that agrees to provide any portion of any Revolving Credit Commitment Increase or Incremental Revolving Credit Facility pursuant to an Incremental Amendment in accordance with Section 2.14; *provided* that the relevant Persons under Section 10.10(b) (including those specified in the definition of "*Eligible Assignee*") shall have consented to such Additional Revolving Lender's providing such Commitment Increases, if such consent would be required under Section 10.10(b) for an assignment of Revolving Credit Commitments to such Additional Revolving Lender.

"*Additional Term Lender*" means, at any time, any bank or other financial institution or, subject to the terms and conditions of Section 10.10(h), any Permitted Investor or Non-Debt Fund Affiliate that agrees to provide any portion of any Term Commitment Increase or Incremental Term Loan pursuant to an Incremental Amendment in accordance with Section 2.14; *provided* that the relevant Persons under Section 10.10(b) (including those specified in the definition of "*Eligible Assignee*") shall have consented to such Additional Term Lender's making such Incremental Term Loans, if such consent would be required under Section 10.10(b) for an assignment of Loans to such Additional Term Lender.

"*Adjusted Consolidated Net Income*" means the Consolidated Net Income of the Borrower and its Restricted Subsidiaries, but excluding (a) the items set forth in clause (c) of the definition of "*Consolidated EBITDA*", *plus*

(b) the sum of (without duplication and to the extent the same reduced (and was not added back to) Consolidated Net Income for the period with respect to which Adjusted Consolidated Net Income is being determined):

(i) the items set forth in clauses (a)(iv), (a)(vi) and, to the extent attributable to minority Equity Interests held by Fifth Third Bank or its Affiliates in any non-Wholly-owned Subsidiary, (a)(ix) of the definition of "*Consolidated EBITDA*", and

(ii) the items in clauses (a) through (d) of the definition of "*Non-Cash Charges*" (together, without duplication, with amortization of intangible assets), *minus*

(c) without duplication:

(i) the items set forth in clause (b)(i) of the definition of "*Consolidated EBITDA*", and

(ii) Quarterly Distributions made in cash during such period.

"*Adjusted LIBOR*" means, (a) for any Borrowing of Term ~~A-3~~A Loans, Revolving Loans or Term B Loans (other than Initial Term B Loans) that are Eurodollar Loans, a rate per annum equal to the greater of (i) 0.00% and (ii) the quotient of (A) LIBOR, divided by (B) one (1) *minus* the Reserve Percentage and (b) for any Borrowing of Initial Term B Loans that are Eurodollar Loans, a rate per annum equal to the greater of (i) 0.75% and (ii) the quotient of (A) LIBOR, divided by (B) one (1) *minus* the Reserve Percentage.

"*Administrative Agent*" means JPMorgan Chase Bank, N.A., as contractual representative for itself and the other Lenders and any successor pursuant to Section 9.7 hereof.

"*Administrative Questionnaire*" means, with respect to each Lender, an Administrative Questionnaire in a form supplied by the Administrative Agent and duly completed by such Lender.

"*Affected Lender*" is defined in Section 8.5 hereof.

"*Affiliate*" means any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, another Person. A Person shall be deemed to control another Person for the purposes of this definition if such Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the other Person, whether through the ownership of voting securities, by contract or otherwise.

"*Affiliated Lender*" is defined in Section 10.10(h) hereof.

"*Agent*" means the Administrative Agent, the Collateral Agent, any Co-Syndication Agent or any Co-Documentation Agent, as applicable.

"*Agreement*" means this Second Amended and Restated Loan Agreement, as the same may be amended, modified, restated, amended and restated or supplemented from time to time pursuant to the terms hereof.

"*Applicable Laws*" means, as to any Person, any law (including common law), statute, regulation, ordinance, rule, order, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding on such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

"*Applicable Margin*" means:

(a) with respect to any Initial Term B Loan that is a Eurodollar Loan, 2.50% per annum, and with respect to any Initial Term B Loan that is a Base Rate Loan, 1.50% per annum.

(b) with respect to any 2017 Rook Incremental Term B Loan that is a Eurodollar Loan, 2.25% per annum, and with respect to any 2017 Rook Incremental Term B Loan that is a Base Rate Loan, 1.25% per annum.

(c) with respect to any 2017 Incremental Term B Loan that is a Eurodollar Loan, 2.25% per annum, and with respect to any 2017 Incremental Term B Loan that is a Base Rate Loan, 1.25% per annum.

(~~c~~d) (i) with respect to any Term ~~A-3~~A Loan (other than any 2017 Incremental Term A-4 Loan) that is a Eurodollar Loan or a Base Rate Loan, the applicable percentage per annum set forth in the table below under the caption "Term ~~A-3~~A Eurodollar Spread" or "Term ~~A-3~~A Base Rate Spread", (ii) with respect to any Swing Loans, the applicable percentage per annum set forth in the table below under the caption "Base Rate Revolving Spread", (iii) with respect to any Revolving Loan that is a Eurodollar Loan or a Base Rate Loan, the applicable percentage per annum set forth in the table below under the caption "Eurodollar Revolving Spread" or "Base Rate Revolving Spread" and (iv) with respect to the Commitment Fee, the applicable percentage per annum set forth in the table below under the caption "Commitment Fee":

Leverage Ratio	Term ~~A-3~~A Eurodollar Spread	Eurodollar Revolving Spread	Term ~~A-3~~A Base Rate Spread	Base Rate Revolving Spread	Commitment Fee
Category 1 Greater than 3.75 to 1.00	2.00%	2.00%	1.00%	1.00%	0.375%
Category 2 Less than or equal to 3.75 to 1.00 but greater than 3.25 to 1.00	1.75%	1.75%	0.75%	0.75%	0.25%
Category 3 Less than or equal to 3.25 to 1.00 but greater than 2.00 to 1.00	1.50%	1.50%	0.50%	0.50%	0.25%
Category 4 Less than or equal to 2.00 to 1.00	1.25%	1.25%	0.25%	0.25%	0.25%

(e) with respect to any 2017 Incremental Term A-4 Loan that is a Eurodollar Loan or a Base Rate Loan, the applicable percentage per annum set forth in the table below under the caption "2017 Incremental Term A-4 Eurodollar Spread" or "2017 Incremental Term A-4 Base Rate Spread":

Leverage Ratio	**2017 Incremental Term A-4 Eurodollar Spread**	**2017 Incremental Term A-4 Base Rate Spread**
Category 1 Greater than 3.75 to 1.00	2.25%	1.25%
Category 2 Less than or equal to 3.75 to 1.00 but greater than 3.25 to 1.00	2.00%	1.00%
Category 3 Less than or equal to 3.25 to 1.00 but greater than 2.00 to 1.00	1.75%	0.75%
Category 4 Less than or equal to 2.00 to 1.00	1.50%	0.50%

Each change in the Applicable Margin under clause (ed) or (e) above resulting from a change in the Leverage Ratio shall be effective on and after the date of delivery to the Administrative Agent of the financial statements required to be delivered pursuant to Section 6.1(a) or (b) and a Compliance Certificate indicating such change until and including the date immediately preceding the next date of delivery of such financial statements and the related Compliance Certificate indicating another such change. Notwithstanding the foregoing, (x) with respect to clause (ee) above, until the Borrower shall have delivered the financial statements and the related Compliance Certificate covering a period that includes the first fiscal quarter of the Borrower ended after the ~~Second Restatement~~ 2017 Incremental Effective Date, the Leverage Ratio shall be deemed to be in Category 1 for purposes of determining the Applicable Margin and (y) during the existence of any Event of Default under Section 7.1(a), (j) or (k), the Leverage Ratio under clauses (d) and (e) shall be deemed to be in Category 1 for purposes of determining the Applicable Margin. In addition, at the option of the Administrative Agent and the Required Lenders, at any time during which the Borrower has failed to deliver the financial statements or the related Compliance Certificate by the date required thereunder, then the Leverage Ratio shall be deemed to be in the then-existing Category for the purposes of determining the Applicable Margin (but only for so long as such failure continues, after which the Category shall be otherwise as determined as set forth above).

"*Application*" is defined in Section 2.3(b) hereof.

"*Approved Fund*" means any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"*Arrangers*" means JPMorgan Chase Bank, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

"*Assignment and Assumption*" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.10), and accepted by the Administrative Agent, in substantially the form of Exhibit G or any other form approved by the Administrative Agent and the Borrower.

"*Authorized Representative*" means those persons shown on the list of officers provided by the Borrower pursuant to Section 7(f)(iv) of the Second Restatement Agreement or on any update of any such list provided by the Borrower to the Administrative Agent, or any further or different officers of the Borrower so named by any Authorized Representative of the Borrower in a written notice to the Administrative Agent.

"*Available Amount*" means, at any time, an amount equal to, without duplication:

(a) the sum, without duplication, of:

(i) $200.0 million; *plus*

(ii) the amount of any capital contributions or other equity issuances (other than any amounts constituting a Cure Amount) received as cash equity by the Borrower or any of its Restricted Subsidiaries, *plus* the fair market value, as determined in good faith by the Borrower, of marketable securities or other property received by the Borrower or its Restricted Subsidiaries as a capital contribution or in return for issuances of equity (other than amounts constituting a Cure Amount), in each case, during the period from and including the Business Day immediately following the First Restatement Effective Date through and including such time; *plus*

(iii) the aggregate principal amount of any Indebtedness or Disqualified Equity Interests, in each case, of the Borrower or any Restricted Subsidiary issued after the First Restatement Effective Date (other than Indebtedness or such Disqualified Equity Interests issued to the Borrower or a Restricted Subsidiary), which has been converted into or exchanged for Equity Interests of the Borrower that do not constitute Disqualified Equity Interests or any Equity Interests of any direct or indirect parent of the Borrower, together with the fair market value of any Cash Equivalents and the fair market value (as reasonably determined by the Borrower) of any property or assets received by the Borrower or any Restricted Subsidiary upon such exchange or conversion; *plus*

(iv) the net proceeds received by the Borrower or any Restricted Subsidiary after the First Restatement Effective Date in connection with the sale or other disposition to a Person (other than the Borrower or any Restricted Subsidiary) of any investment made pursuant to Section 6.17(o)(ii) (in an amount not to exceed the original amount of such investment); *plus*

(v) the proceeds received by the Borrower or any Restricted Subsidiary after the First Restatement Effective Date in connection with returns, profits, distributions and similar amounts, repayments of loans and the release of guarantees received on any investment made pursuant to Section 6.17(o)(ii) (in an amount not to exceed the original amount of such investment); *plus*

(vi) the amounts of any Declined Proceeds; *provided* that for purposes of Section 6.18(f)(y), no amounts of any Declined Proceeds shall be included in determining the Growth Amount; *plus*

(vii) an amount equal to the sum of (A) in the event any Unrestricted Subsidiary has been redesignated as a Restricted Subsidiary or has been merged, consolidated or amalgamated with or into, or is liquidated into, the Borrower or any Restricted Subsidiary, the amount of the investments of the Borrower or any Restricted Subsidiary in such Subsidiary made pursuant to Section 6.9 (in an amount not to exceed the original amount of such investment) and (B) the fair market value (as reasonably determined by the Borrower) of the property or assets of any Unrestricted Subsidiary that have been transferred, conveyed or otherwise distributed to the Borrower or any Restricted Subsidiary after the First Restatement Effective Date from any dividend or other distribution by an Unrestricted Subsidiary; *minus*

(b) the aggregate amount of any investments made by the Borrower or any Restricted Subsidiary pursuant to clause (c)(ii) of the defined term "*Permitted Acquisition*" in reliance on Section 6.17(l) after the First Restatement Effective Date and prior to such time.

"*Bail-In Action*" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"*Bail-In Legislation*" means with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"*Base Rate*" means for any day the greatest of: (i) the Prime Rate in effect on such day, (ii) the sum of (x) the Federal Funds Rate, *plus* (y) 1/2 of 1.00%, (iii) the sum of (x) the Adjusted LIBOR that would be applicable to a Eurodollar Loan with a one (1) month Interest Period advanced on such day (or if such day is not a Business Day, the immediately preceding Business Day) *plus* (y) 1.00%; *provided* that, for the avoidance of doubt, the Adjusted LIBOR for any day shall be based on the rate per annum determined in accordance with the definition of "LIBOR" herein at approximately 11:00 a.m., London time, on such day for deposits in Dollars with a maturity of one month, and (iv) (x) solely with respect to any Borrowings of Initial Term B Loans, 1.75% and (y) solely with respect to any Borrowings of Revolving Loans, Term ~~A-3~~A Loans or Term B Loans (other than Initial Term B Loans), 0.00%. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Rate or the Adjusted LIBOR shall be effective on the effective date of such change in the Prime Rate, the Federal Funds Rate or the Adjusted LIBOR, as the case may be.

"*Base Rate Loan*" means a Term Loan or Revolving Loan bearing interest at a rate specified in Section 2.4(a) or Section 2.4(c) hereof, as applicable.

"*Borrower*" is defined in the introductory paragraph of this Agreement.

"*Borrowing*" means the total of Loans of a single type advanced, continued for an additional Interest Period, or converted from a different type into such type by the Lenders under the applicable Facility on a single date and, in the case of Eurodollar Loans, for a single Interest Period. Borrowings of Loans are made and maintained ratably from each of the Lenders under the applicable Facility according to their Percentages of such Facility. A Borrowing of Loans is "advanced" on the day Lenders advance funds comprising such Borrowing to the Borrower, is "continued" on the date a new Interest Period for the same type of Loans commences for such Borrowing, and is "converted" when such Borrowing is changed from one (1) type of Loans to the other, all as requested by the Borrower pursuant to Section 2.5(a) hereof. Base Rate Loans and Eurodollar Loans are each a "type" of Loans. Borrowings of Swing Loans are made by the Administrative Agent in accordance with the procedures set forth in Section 2.11 hereof.

"*Business*" means "Business" as defined in the Master Investment Agreement.

"*Business Day*" means any day (other than a Saturday or Sunday) on which banks are not authorized or required to close in the State of New York; *provided*, *however* that, when used in connection with a Eurodollar Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in Dollar deposits in the London interbank market.

"*Capital Lease*" means any lease of Property which in accordance with GAAP is required to be capitalized on the balance sheet of the lessee; *provided* that, notwithstanding the foregoing, in no event will any lease that would have been categorized as an operating lease as determined in accordance with GAAP as of the Original Closing Date be considered a Capital Lease.

"*Capitalized Lease Obligation*" means, for any Person, the amount of the liability shown on the balance sheet of such Person in respect of a Capital Lease determined in accordance with GAAP.

"*Captive Insurance Subsidiary*" means any Restricted Subsidiary of the Borrower that is subject to regulation as an insurance company (or any Restricted Subsidiary thereof).

"*Cash Equivalents*" means, as to any Person: (a) investments in direct obligations of the United States of America or of any agency or instrumentality thereof whose obligations constitute full faith and credit obligations of the United States of America; *provided* that any such obligations shall mature within one (1) year of the date of issuance thereof; (b) investments in commercial paper rated at least P-1 by Moody's or at least A-1 by S&P (or, if at any time neither Moody's or S&P shall be rating such obligations, an equivalent rating from another nationally recognized rating service) maturing within 90 days from the date of issuance thereof; (c) investments in certificates of deposit or bankers' acceptances issued by any Lender or by any United States commercial bank having capital and surplus of not less than $500.0 million which have a maturity of one (1) year or less; (d) investments in repurchase obligations with a term of not more than seven (7) days for underlying securities of the types described in clause (a) above entered into with any bank meeting the qualifications specified in clause (c) above; *provided* that all such agreements require physical delivery of the securities securing such repurchase agreement, except those delivered through the Federal Reserve Book Entry System; (e) marketable short-term money market or similar securities having a rating of at least P-1 by Moody's or A-1 by S&P (or, if at any time neither Moody's or S&P shall be rating such obligations, an equivalent rating from another nationally recognized rating service) and (f) investments in money market funds that invest solely, and which are restricted by their respective charters to invest solely, in investments of the type described in the immediately preceding clauses (a), (b), (c), and (d) above.

"*Cash Flow*" means, with reference to any period, the difference (if any) of (a) Consolidated Net Income for such period *plus* the sum of all amounts deducted in arriving at such Consolidated Net Income amount in respect of all Charges for (i) depreciation of fixed assets and amortization of intangible assets for such period and (ii) all other Non-Cash Charges for such period *minus* (*plus*) (b) additions (reductions) to Consolidated Working Capital of the Borrower and its Restricted Subsidiaries for such period (but excluding any such addition or reduction, as applicable, arising from any Acquisition or Disposition by the Borrower or any of its Restricted Subsidiaries or the reclassification during such period of current assets to long term assets (and *vice-versa*) and current liabilities to long term liabilities (and *vice-versa*) and the application of purchase accounting) *minus* (c) all non-cash gains or benefits added in computing Consolidated Net Income for such period.

"*Cash Management Services*" means treasury, depository, overdraft, credit or debit card, including noncard payables services, purchase card, electronic funds transfer, automated clearing house fund transfer services, other cash management services and all services performed by any of the Lenders or their Affiliates under the Clearing Agreement.

"*CERCLA*" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, and any future amendments.

"*Certain Funds Credit Extension*" means a Credit Extension made or to be made under any 2017 Incremental Term Facility during the Certain Funds Period where such Credit Extension is to be made solely for the purposes described in Section 6.10.

"*Certain Funds Credit Extension Date*" means the date of a Certain Funds Credit Extension, being the date on which the relevant 2017 Incremental Term Loan is to be advanced.

"*Certain Funds Funding Date*" means the first Certain Funds Credit Extension Date to occur after the 2017 Incremental Effective Date.

"*Certain Funds Obligor*" means each of: (a) Holdco; (b) Borrower; (c) Vantiv eCommerce, LLC, a Delaware limited liability company; (d) Vantiv Integrated Payments Solutions, Inc, a Nevada corporation; (e) Vantiv Integrated Payments, LLC, a Delaware limited liability company; (f) Vantiv ISO, Inc., a Nebraska corporation; (g) Vantiv Payments, Inc., a Delaware corporation; and (h) Vantiv UK Limited.

"*Certain Funds Period*" means, in respect of the 2017 Incremental Term Facilities, the period from (and including) the 2017 Incremental Effective Date to and including the earliest to occur of:

(a) in respect of the 2017 Incremental Term A-4 Facility and the 2017 Incremental Term B-1 Facility, the period from (and including) the 2017 Incremental Effective Date to and including the earliest to occur of:

(i) midnight (London time) on March 31, 2018;

(ii) if the Worldpay Acquisition is effected by way of a Scheme, midnight (London time) on the first Business Day falling twenty (20) days after the date on which a Scheme Order is made;

(iii) midnight (London time) on the date upon which a Scheme lapses, terminates or is withdrawn (unless a firm intention to make an Offer in place of a Scheme is simultaneously, or has already been, announced or within five Business Days of such lapse, termination or withdrawal, as the case may be, is announced);

(iv) midnight (London time) on the date upon which an Offer lapses, terminates or is withdrawn (unless a firm intention to make a Scheme in place of an Offer is simultaneously, or has already been, announced or within five Business Days of such lapse, termination or withdrawal, as the case may be, is announced); and

(v) midnight (London time) on the date on which the Target becomes a direct or indirect Wholly-Owned Subsidiary of the Borrower and the Borrower has paid all sums due pursuant to, or in connection with, the Worldpay Acquisition, any surrender or cancellation of options or awards over Target Shares and (in the case of an Offer) any squeeze-out procedure and/or sell-out procedure in accordance with the Compulsory Acquisition Procedures; or

(b) in respect of the 2017 Incremental Term B-2 Facility, the period from (and including) the Certain Funds Funding Date to the date falling 150 days after the Certain Funds Funding Date (for the avoidance of doubt, if the Certain Funds Funding Date does not occur, the 2017 Incremental Term B-2 Facility will not be available to the Borrower),

or, in each case, such later date as agreed by the Administrative Agent (acting on the instruction of the 2017 Incremental Term Lenders).

"*Certain Funds Transactions*" means the Worldpay Acquisition, the establishment of the 2017 Incremental Term Facilities, the repayment of certain Indebtedness of the Target, and the payment of fees, costs, premiums and expenses in connection with each of the foregoing.

A "*Change of Control*" shall be deemed to have occurred if

(a) any "person" or "group" (as such terms (and each other reference thereto in this clause) are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 as in effect on the date hereof), but excluding (x) any employee benefit plan of such Person and its subsidiaries, and any Person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan, (y) the Permitted Investors and (z) any group of which any one or more Permitted Investors hold 50.1% or more of the outstanding Voting Stock held by such group, shall become the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 under such Act), directly or indirectly, of more than the Relevant Percentage of outstanding Voting Stock of the Borrower; *provided* that a Change of Control shall not be deemed to have occurred solely as a result of the Borrower becoming a direct or indirect Subsidiary of any Person (the "*Ultimate Parent*") pursuant to any transaction so long as the "beneficial owners" (as defined in Rules 13(d)-3 and 13(d)-5 under such Act), directly or indirectly through one or more intermediaries, of the Voting Stock of the Borrower prior to such transaction are the "beneficial owners" (as defined in Rules 13(d)-3 and 13(d)-5 under such Act), directly or indirectly through one or more intermediaries, of no less than the Rollover Percentage of the Voting Stock of the Ultimate Parent after giving effect to such transaction; or

(b) Holdco (or if Holdco is merged, dissolved or liquidated, any other Loan Party (or any Person that becomes a Loan Party simultaneously therewith) so long as such Loan Party shall succeed to all of Holdco's obligations under the Loan Documents) shall cease to directly own and control, of record and beneficially, 100.00% of Voting Stock of the Borrower free and clear of all Liens (other than Liens permitted or created under the Loan Documents).

For purposes of this definition:

"*Designated Executive Officers*" shall mean the Chief Executive Officer, the Chief Operating Officer and the Chief Financial Officer of the Borrower.

"*Relevant Percentage*" shall mean 50.00%, unless, in the case of a transaction, the Specified Conditions are satisfied after giving effect to such transaction, in which case the Relevant Percentage shall mean 60.00%.

"*Rollover Percentage*" shall mean 50.10%, unless, in the case of a transaction, the Specified Conditions are satisfied after giving effect to such transaction, in which case the Rollover Percentage shall mean 40.00%.

"*Charges*" means any charge, expense, cost, accrual or reserve of any kind.

"*Class*" means (a) with respect to Lenders, each of the following classes of Lenders: (i) Lenders having Term A-3 Loan Commitments or outstanding Term A-3 Loans, (ii) Lenders having 2017 Incremental Term A-4 Loan Commitments or outstanding 2017 Incremental Term A-4 Loans, (iii) Lenders having Initial Term B Loan Commitments or outstanding Initial Term B Loans, (~~iii~~iv) Lenders having 2017 Rook Incremental Term B Loan Commitments or outstanding 2017 Rook Incremental Term B Loans, ~~or~~ (~~iv~~v) Lenders having 2017 Incremental Term B-1 Loan Commitments or outstanding 2017 Incremental Term B-1 Loans, (vi) Lenders having 2017 Incremental Term B-2 Loan Commitments or outstanding 2017 Incremental Term B-2 Loans, or (vii) Lenders having Revolving Exposure (including the Swing Line Lender) and (b) with respect to Loans, each of the following classes of Loans: (i) Term A-3 Loans, (ii) 2017 Incremental Term A-4 Loans, (iii) Initial Term B Loans, (~~iii~~iv) 2017 Rook Incremental Term B Loans, (v) 2017 Incremental Term B-1 Loans, (vi) 2017 Incremental Term B-2 Loans and (~~iv~~vii) Revolving Loans.

"*Clearing Agreement*" means Clearing, Settlement and Sponsorship Services Agreement by and between the Borrower and Fifth Third Bank dated as of July 27, 2016, as the same may be amended, modified, supplemented, restated, amended and restated or replaced from time to time.

"*CNI Growth Amount*" means, at any date of determination, an amount (but never less than zero) equal to (a) 50% of Adjusted Consolidated Net Income for each fiscal quarter ended following the First Restatement Effective Date for which financial statements have been delivered pursuant to Section 6.1(a) or (b) in which Adjusted Consolidated Net Income is positive (commencing with the fiscal quarter ending June 30, 2014), *minus* (b) in the case of any fiscal quarter ended following the First Restatement Effective Date for which financial statements have been delivered pursuant to Section 6.1(a) or (b) in which Adjusted Consolidated Net Income is an amount less than zero (commencing with the fiscal quarter ending June 30, 2014), 100% of the absolute value of such deficit.

"*Code*" means the Internal Revenue Code of 1986, as amended, and any successor statute thereto.

"*Co-Documentation Agents*" means Capital One, N.A., Compass Bank, Credit Suisse AG, Mizuho Bank, Ltd. and Sumitomo Mitsui Banking Corporation.

"*Collateral*" means all properties, rights, interests, and privileges of the Loan Parties on which a Lien is required to be granted to the Collateral Agent, or any security trustee therefor, by Section 4.1.

"*Collateral Account*" is defined in Section 7.4 hereof.

"*Collateral Agent*" means JPMorgan Chase Bank, N.A. and any successor pursuant to Section 9.7 hereof.

"*Collateral Documents*" means the Security Agreement (as supplemented by each Security Agreement Supplement), the Intellectual Property Security Agreements and all other mortgages, deeds of trust, security agreements, pledge agreements, assignments, financing statements and other documents pursuant to which Liens are granted to the Collateral Agent or such Liens are perfected, and as shall from time to time secure the Obligations, the Hedging Liability, and the Funds Transfer Liability, Deposit Account Liability and Data Processing Obligations, or any part thereof pursuant to ARTICLE 4.

"*Commitments*" means (a) with respect to any Lender, such Lender's applicable Revolving Credit Commitment and/or Term Loan Commitment and (b) with respect to any Swing Line Lender, its Swing Line Commitment.

"*Commitment Fee*" is defined in Section 2.13(a) hereof.

"*Commitment Increase*" is defined in Section 2.14(a) hereof.

"*Commodity Exchange Act*" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"*Companies Act*" means the Companies Act 2006 of the United Kingdom, as amended from time to time

"*Compliance Certificate*" means the Compliance Certificate to be delivered pursuant to Section 6.1(e) hereof, substantially in the form of Exhibit F hereof.

"*Compulsory Acquisition Procedures*" means the compulsory squeeze-out procedures for the acquisition of minority shareholdings in the Target pursuant to the squeeze-out procedure set out in Sections 974 to 991 of the Companies Act.

"*Connection Taxes*" means, with respect to any recipient, overall net income Taxes (including branch profits Tax), franchise Taxes and other similar Taxes on the recipient imposed by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized, or in which its principal executive office or Lending Office is located, or Taxes imposed on a recipient as a result of a present or former connection between such recipient and the United States (other than in connection with entering into this Agreement, the receipt of payments hereunder or the enforcement of rights hereunder).

"*Consolidated EBITDA*" means, for any period, the Consolidated Net Income for such period, *plus*:

(a) without duplication and to the extent already deducted (and not added back) in arriving at such Consolidated Net Income (other than in the case of clause (xii) below), the sum of the following amounts for such period:

(i) interest expense and, to the extent not reflected in such interest expense, unused line fees and letter of credit fees payable hereunder,

(ii) provision for taxes (as though the Borrower were a corporation) based on income, profits or capital, including federal, foreign, state, franchise, excise and similar taxes paid or accrued during such period (including in respect of repatriated funds), including (without duplication) Distributions made to Holdco to permit it to make Quarterly Distributions and payments in connection with the Tax Receivable Agreements, the Mercury TRA and any other similar tax receivable agreement entered into after the First Restatement Effective Date,

(iii) depreciation and amortization, including amortization of intangible assets established through purchase accounting and amortization of deferred financing fees or costs,

(iv) any Charges (other than depreciation or amortization expense) related to any equity offering, investment, acquisition, disposition, recapitalization or the incurrence or repayment of Indebtedness (including a refinancing or amendment, waiver or other modification thereof) (whether or not successful), including in connection with the First Restatement Agreement Transactions or the Transactions,

(v) Non-Cash Charges,

(vi) (A) extraordinary Charges (including, without limitation, costs of and payments of legal settlements, fines, judgments or orders) and (B) unusual or non-recurring Charges,

(vii) [Reserved],

(viii) Charges attributable to the undertaking and/or implementation of cost savings initiatives, operating expense reductions and other restructuring and integration charges (including inventory optimization expenses, business optimization expenses, transaction costs and costs related to the opening, closure, consolidation or separation of facilities and curtailments, costs related to entry into new markets, consulting fees, recruiter fees, signing costs, retention or completion bonuses, transition costs, relocation costs, severance payments, and modifications to pension and post-retirement employee benefit plans); *provided* that amounts added back pursuant to this clause (viii), together with any amounts added back pursuant to clause (xii) below and the amount of any Pro Forma Adjustment to Consolidated EBITDA for such period, shall not exceed the greater of $150.0 million and 20.00% of Consolidated EBITDA for such period; *provided further* that Charges relating to the First Restatement Agreement Transactions added back to Consolidated EBITDA pursuant to this clause (viii) for any period ending on or prior to the 24th month following the First Restatement Effective Date shall not be subject to the caps in the preceding proviso,

(ix) the amount of any minority interest expense consisting of subsidiary income attributable to minority Equity Interests of third parties in any non-Wholly-owned Subsidiary,

(x) [Reserved],

(xi) [Reserved],

(xii) expected cost savings, operating expense reductions, restructuring charges and expenses and synergies (net of the amount of actual amounts realized) reasonably identifiable and factually supportable (in the good faith determination of the Borrower) related to permitted asset sales, acquisitions, investments, dispositions, operating improvements, restructurings, cost savings initiatives and certain other similar initiatives and specified transactions conducted after the Original Closing Date; *provided* that amounts added back pursuant to this clause (xii), together with any amounts added back pursuant to clause (viii) above and the amount of any Pro Forma Adjustment to Consolidated EBITDA for such period, shall not exceed the greater of $150.0 million and 20.00% of Consolidated EBITDA for such period; *provided further* that any of the foregoing in connection with the First Restatement Agreement Transactions added back to Consolidated EBITDA pursuant to this clause (xii) for any period ending on or prior to the 24th month following the First Restatement Effective Date shall not be subject to the caps in the preceding proviso,

(xiii) transaction fees, costs and expenses incurred to the extent reimbursable by third parties pursuant to indemnification provisions or insurance; *provided* that the Borrower in good faith expects to receive reimbursement for such fees, costs and expenses within the next four (4) fiscal quarters (it being understood that to the extent not actually received within such fiscal quarters, such reimbursement amounts shall be deducted in calculating Consolidated EBITDA for such fiscal quarters in the future),

(xiv) earn-out obligations incurred in connection with any Permitted Acquisitions or other investment and paid or accrued during the applicable period and on similar acquisitions completed prior to the Original Closing Date, and

(xv) business interruption insurance in an amount representing the losses for the applicable period that such proceeds are intended to replace (whether or not yet received so long as the Borrower in good faith expects to receive the same within the next four (4) fiscal quarters (it being understood that to the extent not actually received within such fiscal quarters, such proceeds shall be deducted in calculating Consolidated EBITDA for such fiscal quarters in the future)); *less*

(b) without duplication and to the extent included in arriving at such Consolidated Net Income, the sum of the following amounts for such period:

(i) extraordinary gains and unusual or non-recurring gains, and

(ii) non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period); *provided*, in each case, that, if any non-cash gain represents an accrual or asset for future cash items in any future period, the cash payment in respect thereof shall in such future period be added to Consolidated EBITDA for such period to the extent excluded from Consolidated EBITDA in any prior period,

(c) increased or decreased by (without duplication):

(i) any net gain or loss resulting in such period from Hedging Obligations and the application of Accounting Standards Codification Topic 815 and International Accounting Standards No. 39 and their respective related pronouncements and interpretations; *plus* or *minus*, as applicable, and

(ii) any net gain or loss resulting in such period from currency translation gains or losses related to currency remeasurements of indebtedness (including any net loss or gain resulting from hedge agreements for currency exchange risk),

in each case, as determined on a consolidated basis for the Borrower and its Restricted Subsidiaries in accordance with GAAP.

"*Consolidated Net Income*" means, for any period, the net income (loss) of the Borrower and its Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, excluding, without duplication, (a) the cumulative effect of a change in accounting principles during such period to the extent included in net income (loss), (b) accruals and reserves that are established or adjusted as a result of the transactions contemplated herein in accordance with GAAP or changes as a result of the adoption or modification of accounting policies during such period, (c) the income (or loss) of any Person (other than a Restricted Subsidiary of Holdco) in which any other Person (other than Holdco or any of its Restricted Subsidiaries) has an ownership interest, except to the extent of the amount of dividends or other distributions actually paid to Holdco or any of its Restricted Subsidiaries by such Person during such period, (d) the income of any Restricted Subsidiary of Holdco (other than the Borrower or any other Loan Party) to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that income is subject to an absolute prohibition during such period by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary (other than any prohibition that has been waived or otherwise released), except to the extent of the amount of dividends or other distributions actually paid by such Restricted Subsidiary to the Borrower or any other Restricted Subsidiary that is not subject to such prohibitions, (e) the income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary of Holdco or is merged into or consolidated with Holdco or any of its Restricted Subsidiaries or that Person's assets are acquired by Holdco or any of its Subsidiaries (except as provided in the definition of "*Pro Forma Basis*"), (f) gains or Charges (less all fees and expenses chargeable thereto) attributable to any asset dispositions outside the ordinary course of business (including asset retirement costs) or of returned surplus assets of any employee benefit plan, (g) any net gains or Charges with respect to (i) disposed, abandoned, divested and/or discontinued assets, properties or operations (other than, at the option of the Borrower, assets, properties or operations pending the disposal, abandonment, divestiture and/or termination thereof) and (ii) facilities that have been closed during such period, (h) any net income or loss (less all fees and expenses or charges related thereto) attributable to the early extinguishment of Indebtedness (and the termination of any associated Hedge Agreements) and (i) any write-off or amortization made in such period of deferred financing costs and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness.

"*Consolidated Senior Secured Debt*" means, at any date of determination, the aggregate principal amount of Total Funded Debt outstanding on such date that is secured by a Lien on any asset or property of the Borrower or the Restricted Subsidiaries, which Total Funded Debt is not, by its terms, subordinated in right of payment to the Obligations.

"*Consolidated Total Assets*" means, at any time, all assets that would, in conformity with GAAP, be set forth under the caption "total assets" (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries at such date.

"*Consolidated Working Capital*" means, at any time, Current Assets minus Current Liabilities, at such time.

"*Contingent Obligation*" means as to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness ("*primary obligations*") of any other Person (the "*primary obligor*") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any Property constituting direct or indirect security therefor, (ii) to advance or supply funds (x) for the purchase or payment of any such primary obligation or (y) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; *provided*, *however* that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

"*Controlled Group*" means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) or of an affiliated service group under common control which, together with the Borrower, are treated as a single employer under Section 414 of the Code.

"*Co-Syndication Agents*" means Bank of America, N.A., Fifth Third Bank, Morgan Stanley MUFG Loan Partners, LLC, acting through Morgan Stanley Senior Funding, Inc. and The Bank of Tokyo-Mitsubishi UFJ, Ltd. and Royal Bank of Canada.

"*Court* " means the High Court of Justice in England and Wales.

"*Credit Extension*" means the advancing (or on the Second Restatement Effective Date, conversion of Existing Term A-2 Loans to Term A-3 Loans, Existing Term B Loans to Term A-3 Loans or Existing Term B Loans to Initial Term B Loans) of any Loan or the issuance of, or increase in the amount of, any Letter of Credit.

"*Cure Amount*" is defined in Section 7.6 hereof.

"*Cure Right*" is defined in Section 7.6 hereof.

"*Current Assets*" means, at any date, all assets of the Borrower and its Restricted Subsidiaries which under GAAP would be classified as current assets on the consolidated balance sheet of the Borrower and its Restricted Subsidiaries (excluding any (i) cash or Cash Equivalents (including cash and Cash Equivalents held on deposit for third parties by the Borrower or any of its Restricted Subsidiaries), (ii) permitted loans to third parties or related parties, (iii) deferred bank fees and derivative financial instruments related to Indebtedness, (iv) the current portion of current and deferred income Taxes and Taxes based on profit or capital, (v) assets held for sale and (vi) settlement assets).

"*Current Liabilities*" means, at any date, all liabilities of the Borrower and its Restricted Subsidiaries which under GAAP would be classified as current liabilities on the consolidated balance sheet of the Borrower and its Restricted Subsidiaries, other than (i) current maturities of long-term debt, (ii) outstanding revolving loans and letter of credit reimbursement obligations,

(iii) accruals of Interest Expense (excluding Interest Expense that is due and unpaid), (iv) obligations in respect of derivative financial instruments related to Indebtedness, (v) the current portion of current and deferred income Taxes and Taxes based on profit or capital (including obligations in respect of any tax receivable agreement), (vi) liabilities in respect of unpaid earnouts, (vii) accruals relating to restructuring reserves, (viii) liabilities in respect of funds of third parties on deposit with the Borrower or any of its Restricted Subsidiaries, (ix) the current portion of any Capitalized Lease Obligation, (x) the current portion of any other long-term liability for borrowed money and (xi) settlement obligations.

"*Damages*" means all damages including, without limitation, punitive damages, liabilities, costs, expenses, losses, judgments, diminutions in value, fines, penalties, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response action, removal and remedial costs, compliance costs, investigation expenses, consultant fees, attorneys' and paralegals' fees and litigation expenses.

"*Debt Fund Affiliate*" means any affiliate of Holdco that is a bona fide diversified debt fund, in each case with fiduciary obligations with respect to investment decisions independent from any equity fund managed by, or under common management with any Permitted Investor which has a direct or indirect equity investment in Holdco, the Borrower or its Subsidiaries.

"*Declined Proceeds*" has the meaning provided in Section 2.8(c)(vi) hereof.

"*Default*" means any event or condition the occurrence of which would, with the passage of time or the giving of notice, or both, constitute an Event of Default.

"*Default Excess*" has the meaning provided in Section 2.8(d) hereof.

"*Defaulting Lender*" means any Lender that (a) has failed to fund any portion of the Loans, participations in Reimbursement Obligations or participations in Swing Loans required to be funded by it hereunder within three (3) Business Days of the date required to be funded by it hereunder unless such failure has been cured, unless, in the case of clause (a) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three (3) Business Days of the date when due, unless the subject of a good faith dispute or unless such failure has been cured or (c) has, or has a direct or indirect parent company that has, become the subject of a Bail-In Action.

"*Departing Administrative Agent*" is defined in Section 9.7 hereof.

"*Designated Change of Control*" shall mean any transaction meeting all of the Specified Conditions.

"*Designated Non-Cash Consideration*" means the fair market value (as determined by the Borrower in good faith) of non-cash consideration received by the Borrower or a Restricted Subsidiary in connection with a disposition pursuant to Section 6.16(o) or (p) that is designated as Designated Non-Cash Consideration pursuant to a certificate of an officer of the Borrower, setting forth the basis of such valuation (which amount will be reduced by the fair market value of the portion of the non-cash consideration converted to cash or Cash Equivalents).

"*Disposition*" means the sale, lease, conveyance or other disposition of Property pursuant to Section 6.16(g) or Section 6.16(o).

"*Disqualified Equity Interests*" means any Equity Interest which, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (i) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than solely for Equity Interests which are not otherwise Disqualified Equity Interests or as a result of a Change of Control, Qualified Public Offering or asset sale so long as any rights of the holders thereof upon the occurrence of a Change of Control, Qualified Public Offering or asset sale shall be subject to the termination of the Facilities), pursuant to a sinking fund obligation or otherwise, (ii) is redeemable at the option of the holder thereof (other than solely for Equity Interests which are not otherwise Disqualified Equity Interests), in whole or in part, (iii) provides for scheduled payments or dividends in cash, or (iv) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 91 days after the later of the Final Maturity Date and the Final Revolving Termination Date.

"*Distribution*" has the meaning provided in Section 6.18 hereof.

"*Dollars*" and "*$*" each means the lawful currency of the United States of America.

"*Domestic Holding Company*" means any Domestic Subsidiary of Borrower (a) all of the assets of which (other than immaterial assets) consist of the Equity Interests and/or Indebtedness of one (1) or more Foreign Subsidiaries or (b) that is treated as a disregarded entity for U.S. federal income tax purposes and holds Equity Interests in one (1) or more Foreign Subsidiaries.

"*Domestic Subsidiary*" means each Subsidiary of the Borrower that is organized under the Applicable Laws of the United States, any state thereof, or the District of Columbia.

"*Dutch Auction*" means an auction (an "*Auction*") conducted by Holdco or one (1) of its Subsidiaries in order to purchase one (1) or more Classes of Term Loans (or any loans funded under a Term Commitment Increase, which for purposes of this definition, shall be deemed to be Term Loans of the applicable Class (and the holders thereof, Term Lenders)) in accordance with the following procedures:

(a) Notice Procedures. In connection with an Auction, the Borrower will provide notification to the Administrative Agent (for distribution to the relevant Term Lenders) of the Class of Term Loans that will be the subject of the Auction (an "*Auction Notice*"). Each Auction Notice shall be in a form reasonably acceptable to the Administrative Agent and shall contain (i) the total cash value of the bid, in a minimum amount of $10.0 million with minimum increments of $1.0 million (the "*Auction Amount*"), and (ii) the discount to par, which shall be a range (the "*Discount Range*") of percentages of the par principal amount of the Class of Term Loans at issue that represents the range of purchase prices that could be paid in the Auction.

(b) Reply Procedures. In connection with any Auction, each Term Lender holding the relevant Class of Term Loans at issue may, in its sole discretion, participate in such Auction and may provide the Administrative Agent with a notice of participation (the "*Return Bid*") which shall be in a form reasonably acceptable to the Administrative Agent and shall specify (i) a discount to par that must be expressed as a price (the "*Reply Discount*"), which must be within

the Discount Range, and (ii) a principal amount of such Term Loans which must be in increments of $1.0 million (the "*Reply Amount*"). A Term Lender may avoid the minimum amount condition solely when submitting a Reply Amount equal to the Term Lender's entire remaining amount of such Term Loans. Term Lenders may only submit one (1) Return Bid per Auction but each Return Bid may contain up to three (3) bids only one (1) of which can result in a Qualifying Bid (as defined below). In addition to the Return Bid, the participating Term Lender must execute and deliver, to be held in escrow by the Administrative Agent, an Assignment and Assumption with the dollar amount of the Term Loan to be left in blank, which amount shall be completed by the Administrative Agent in accordance with the final determination of such Term Lender's Qualifying Bid pursuant to subclause (C) below.

(c) Acceptance Procedures. Based on the Reply Discounts and Reply Amounts received by the Administrative Agent, the Administrative Agent, in consultation with the Borrower, will determine the applicable discount (the "*Applicable Discount*") for the Auction, which will be the lowest Reply Discount for which Holdco or its Subsidiary, as applicable, can complete the Auction at the Auction Amount; *provided* that, in the event that the Reply Amounts are insufficient to allow Holdco or its Subsidiary, as applicable, to complete a purchase of the entire Auction Amount (any such Auction, a "*Failed Auction*"), Holdco or its Subsidiary shall either, at its election, (i) withdraw the Auction or (ii) complete the Auction at an Applicable Discount equal to the highest Reply Discount. Holdco or its Subsidiary, as applicable, shall purchase the relevant Class of Term Loans (or the respective portions thereof) from each such Term Lender with a Reply Discount that is equal to or greater than the Applicable Discount ("*Qualifying Bids*") at the Applicable Discount; *provided* that, if the aggregate proceeds required to purchase all Term Loans subject to Qualifying Bids would exceed the Auction Amount for such Auction, Holdco or its Subsidiary, as applicable, shall purchase such Term Loans at the Applicable Discount ratably based on the principal amounts of such Qualifying Bids (subject to rounding requirements specified by the Administrative Agent). If a Term Lender has submitted a Return Bid containing multiple bids at different Reply Discounts, only the bid with the highest Reply Discount that is equal to or greater than the Applicable Discount will be deemed the Qualifying Bid of such Term Lender. Each participating Term Lender will receive notice of a Qualifying Bid as soon as reasonably practicable but in no case later than five (5) Business Days from the date the Return Bid was due.

(d) Additional Procedures. Once initiated by an Auction Notice, Holdco or its Subsidiary, as applicable, may not withdraw an Auction other than a Failed Auction. Furthermore, in connection with any Auction, upon submission by a Term Lender of a Qualifying Bid, such Term Lender (each, a "*Qualifying Lender*") will be obligated to sell the entirety or its allocable portion of the Reply Amount, as the case may be, at the Applicable Discount.

"*EEA Financial Institution*" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"*EEA Member Country*" means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

"*EEA Resolution Authority*" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"*EFT Business*" means "EFT Business" as defined in the Master Investment Agreement.

"*Eligible Assignee*" means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund, and (d) any other Person (other than a natural person) approved in writing by (i) the Administrative Agent, (ii) in the case of any assignment of a Revolving Credit Commitment, the L/C Issuer and the Swing Line Lender, and (iii) unless an Event of Default has occurred and is continuing under Section 7.1(a), (j) or (k) hereof, the Borrower (each such approval not to be unreasonably withheld or delayed); *provided* that, in the case of assignments of Term B Loans, the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received written notice from the Administrative Agent of such request for its consent and no consent of the Borrower shall be required for assignments of Initial Term B Loans incurred on the Second Restatement Effective Date to Initial Term B Lenders identified to the Borrower on or prior to the Second Restatement Effective Date in connection with the primary syndication of the Initial Term B Loans; *provided further* that, notwithstanding the foregoing, (A) "Eligible Assignee" shall not include (x) any Prohibited Lenders, (y) any natural person or (z) except to the extent provided in Section 10.10(h), any Affiliated Lender or Debt Fund Affiliate and (B) in the case of assignments of Revolving Credit Commitments or Revolving Exposure, no Person shall be an Eligible Assignee pursuant to clause (a), (b) or (c) above unless such Person is, or is an Affiliate or an Approved Fund of, an existing Lender under the Revolving Facility~~.~~; and *provided further* that during the Certain Funds Period only and only in respect of a proposed assignment of any 2017 Incremental Term Loan Commitment the Eligible Assignee has unless otherwise agreed in writing by the Borrower a long term senior unsecured credit rating of not less than BBB+ by Standard and Poor's or Baa1 by Moody's.

"*Environmental Claim*" means any investigation, written notice, violation, written demand, written allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding or claim (whether administrative, judicial or private in nature) arising (a) pursuant to, or in connection with an actual or alleged violation of, any Environmental Law, (b) from any actual or threatened abatement, removal, remedial, corrective or response action in connection with the Release of Hazardous Material, Environmental Law or order of a Governmental Authority under Environmental Law or (c) from any actual or alleged damage, injury, threat or harm to human health or safety as it relates to exposure to Hazardous Materials, natural resources or the environment.

"*Environmental Law*" means any current or future Applicable Law pertaining to (a) the protection of the environment, or health and safety as it relates to exposure to Hazardous Materials, (b) the protection of natural resources and wildlife, (c) the protection of surface water or groundwater quality, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (e) any Release of Hazardous Materials to air, land, surface water or groundwater, and any amendment, rule, regulation, order or directive issued thereunder.

"*ERISA*" means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute thereto.

"*Equity Interests*" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing.

"*EU Bail-In Legislation Schedule*" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"*Eurodollar Loan*" means a Term Loan or Revolving Loan bearing interest at the rate specified in Section 2.4(b) or Section 2.4(d) hereof, as applicable.

"*Event of Default*" means any event or condition identified as such in Section 7.1 hereof.

"*Event of Loss*" means, with respect to any Property, any of the following: (a) any loss, destruction or damage of such Property or (b) any condemnation, seizure, or taking, by exercise of the power of eminent domain or otherwise, of such Property, or confiscation of such Property.

"*Excess Cash Flow*" means, with respect to any period, the amount (if any) by which (a) Cash Flow during such period exceeds (b) the sum of (i) the aggregate amount of payments required to be (and actually) made or otherwise paid by the Borrower and its Restricted Subsidiaries during such period in respect of all principal on all Indebtedness (whether at maturity, as a result of mandatory prepayment, acceleration or otherwise, but excluding voluntary prepayments deducted pursuant to Section 2.8(c)(iii)(B)), *plus*, (ii) to the extent each of the following is not deducted in computing Consolidated Net Income and without duplication,

(A) without duplication of amounts deducted pursuant to this subclause (A) or subclause (D) below in a prior period, capital expenditures of the Borrower and its Restricted Subsidiaries made in cash during such period or, at the option of the Borrower, made prior to the date the applicable Excess Cash Flow payment is required to be made under Section 2.8(c)(iii) with respect to such period (except to the extent financed with long-term Indebtedness (other than revolving Indebtedness)),

(B) without duplication of amounts deducted pursuant to subclause (D) below in a prior period, the amount of (i) investments made by the Borrower and its Restricted Subsidiaries pursuant to Section 6.17(f), (l), (o)(i) and (v) and (ii) Distributions made by the Borrower and its Restricted Subsidiaries pursuant to Section 6.18(b), (d), (e), (f)(x), (h), (g), (k), (l) and (m), in each case, in cash (except, in each case, to the extent financed with long-term Indebtedness (other than revolving Indebtedness)),

(C) cash losses from any sale or disposition outside the ordinary course of business,

(D) without duplication of amounts deducted from Excess Cash Flow in a prior period, the aggregate consideration required to be paid in cash by the Borrower and its Restricted Subsidiaries pursuant to binding contracts (the "*Contract Consideration*") entered into prior to or during such period relating to investments permitted pursuant to Section 6.17(f), (l), (o)(i) or (v) or capital expenditures to be consummated or made during the period of four (4) consecutive fiscal quarters of the Borrower following the end of such period (except, in each case, to the extent financed with long-term Indebtedness (other than revolving Indebtedness)), and

(E) the aggregate amount of expenditures (other than investments or Distributions) actually made by the Borrower and its Restricted Subsidiaries in cash during such Fiscal Year (including expenditures for the payment of financing fees) to the extent that such expenditures are not expensed and amounts in respect thereof are not otherwise deducted in computing Consolidated Net Income for such period or any prior period (except, in each case, to the extent financed with long-term Indebtedness (other than revolving Indebtedness)).

"*Excess Interest*" is defined in Section 10.18 hereof.

"*Excluded Equity Interests*" means (a) any capital stock or other Equity Interests of any Person with respect to which the cost or other consequences (including any adverse tax consequences) of pledging such Equity Interests shall be excessive in view of the benefits to be obtained by the Lenders therefrom as reasonably determined by the Administrative Agent and the Borrower, (b) solely in the case of any pledge of Equity Interests of any First-Tier Foreign Subsidiary or Domestic Holding Company, any Equity Interests in excess of 65.00% of the outstanding Equity Interests of such First-Tier Foreign Subsidiary or Domestic Holding Company, (c) any Equity Interests to the extent the pledge thereof would be prohibited by any applicable law or contractual obligation (only to the extent such prohibition is applicable and not rendered ineffective), (d) any interest in partnerships, joint ventures and non-Wholly-owned Subsidiaries which cannot be pledged without the consent of one (1) or more third parties other than the Borrower or any of its Restricted Subsidiaries (after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law), (e) margin stock, and (f) the Equity Interests of any (i) Immaterial Subsidiary (except to the extent the security interest in such Equity Interest may be perfected by the filing of a Form UCC-1 (or similar) financing statement), (ii) Unrestricted Subsidiary, (iii) Captive Insurance Subsidiary, (iv) not-for-profit subsidiary and (v) special purpose entity used for securitization vehicles.

"*Excluded Property*" means (a) any Excluded Equity Interests, (b) any property to the extent that the grant of a Lien thereon or perfection of a security interest therein (i) is prohibited by applicable law or contractual obligation, (ii) requires the consent, approval, license or authorization of any governmental authority pursuant to such applicable law or any third party pursuant to any contract between the Borrower or any Subsidiary and such third party or (iii) would trigger a termination event pursuant to any "change of control" or similar provision, (c) all foreign intellectual property, (d) United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a Lien thereon would impair the validity or enforceability of such intent-to-use trademark applications under applicable United States federal law, (e) local petty cash deposit accounts maintained by the Borrower and its Subsidiaries in proximity to their operations; *provided* that the total amount on deposit at any one time shall not exceed $20.0 million in the aggregate, (f) Trust Funds, (g) all vehicles and other assets subject to certificates of title, (h) Property that is subject to a Lien securing a purchase money obligation or Capitalized Lease Obligation permitted to be incurred pursuant to this Agreement, if the contract or other agreement in which such Lien is granted (or the documentation providing for such purchase money obligation or Capitalized Lease Obligation) validly prohibits the creation of any other Lien on such Property, (i) Commercial Tort Claims with a value (as reasonably estimated by the Borrower) of less than $10.0 million, (j)(x) any leasehold real property and (y) any fee-owned real property having an individual fair market value not exceeding $25.0 million (as reasonably estimated by the Borrower); (k) the Settlement Account, as such term is defined in the Clearing Agreement, and similar accounts pursuant to similar sponsorship, clearinghouse and/or settlement arrangements and all cash in such accounts, (l) any Letter-of-Credit Rights that are not Supporting Obligations (each as defined in the UCC) and (m) any direct proceeds, substitutions or replacements of any of the foregoing, but only to the extent such proceeds, substitutions or replacements would otherwise constitute Excluded Property.

"*Excluded Subsidiary*" means (a) any Subsidiary that is prohibited by any applicable law, regulation or contractual obligation from guaranteeing or providing collateral for the Obligations (only to the extent such prohibition is applicable and not rendered ineffective) or would require a governmental (including regulatory) consent, approval, license or authorization in order to provide such guarantee, (b) any Domestic Holding Company, (c) any Foreign Subsidiary and any direct or indirect Domestic Subsidiary of such Foreign Subsidiary, (d) any Subsidiary that is not a Material Subsidiary, (e) any special purpose entity used for securitization vehicles, (f) any Captive Insurance Subsidiary, (g) any not-for-profit subsidiary, (h) any Subsidiary that is not a Wholly-owned Subsidiary, and (i) any other Subsidiary with respect to which the cost or other consequences (including any adverse tax consequences) of providing Collateral or guaranteeing the Obligations shall be excessive in view of the benefits to be obtained by the Lenders therefrom as reasonably determined by the Administrative Agent and the Borrower.

"*Excluded Swap Obligation*" means, with respect to any Loan Party, any obligation (a "*Swap Obligation*") to pay or perform under any agreement, contract, or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act, if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation, or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof).

"*Excluded Taxes*" is defined in Section 10.1(a) hereof.

"*Existing Shareholders*" means Fifth Third Bank and its Affiliates.

"*Existing Term A-2 Loans*" means the "Existing Term A Loans" as defined in the Second Restatement Agreement.

"*Existing Term B Loans*" means the "Existing Term B Loans" as defined in the Second Restatement Agreement.

"*Extended Revolving Credit Commitment*" is defined in Section 2.15(a) hereof.

"*Extended Revolving Loans*" is defined in Section 2.15(a) hereof.

"*Extended Term ~~A-3~~A Loans*" means any Term ~~A-3~~A Loans extended pursuant to an Extension.

"*Extended Term B Loans*" means any Term B Loans extended pursuant to an Extension.

"*Extended Term Loans*" is defined in Section 2.15(a) hereof.

"*Extension*" is defined in Section 2.15(a) hereof.

"*Extension Offer*" is defined in Section 2.15(a) hereof.

"*Facility*" means any of the Revolving Facility and any Term Facility.

"*FATCA*" is defined in Section 10.1(a) hereof.

"*Federal Funds Rate*" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions (as determined in such manner as the NYFRB shall set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate; *provided* that if such rate shall be less than zero, such rate shall be deemed to be zero for all purposes.

"*Fifth Third Bank*" means Fifth Third Bank, an Ohio banking corporation.

"*Fifth Third Bancorp*" means Fifth Third Bancorp, an Ohio corporation.

"*Final Maturity Date*" means, as at any date, the latest to occur of (a) the Term A-3 Termination Date, (b) the 2017 Incremental Term A-4 Termination Date, (c) the Initial Term B Termination Date, (~~c~~d) the 2017 Rook Incremental Term B Termination Date, (~~d~~e) the 2017 Incremental Term B-1 Termination Date, (f) 2017 Incremental Term B-2 Termination Date (g) the latest maturity date in respect of any outstanding Extended Term Loans and (~~e~~h) the latest maturity date in respect of any Incremental Term Loans (other than the 2017 Rook Incremental Term B Loans and the 2017 Incremental Term Loans).

"*Final Revolving Termination Date*" means, as at any date, the latest to occur of (a) the Revolving Credit Termination Date, (b) the latest termination date in respect of any outstanding Extended Revolving Credit Commitments and (c) the latest termination date in respect of any Incremental Revolving Credit Facility.

"*First Amended and Restated Credit Agreement*" is defined in the Preliminary Statements hereto.

"*First Restatement Agreement*" is defined in the Preliminary Statements hereto.

"*First Restatement Agreement Transactions*" shall have the meaning assigned to the term "Transactions" in the First Amended and Restated Credit Agreement.

"*First Restatement Effective Date*" means June 13, 2014.

"*First-Tier Foreign Subsidiary*" means a Foreign Subsidiary, the Equity Interests of which are directly owned by the Borrower or a Domestic Subsidiary that is not a Subsidiary of a Foreign Subsidiary.

"*Fixed Dollar Incremental Amount*" is defined in Section 2.14(c) hereof.

"*Foreign Subsidiary*" means each Subsidiary of the Borrower that is not a Domestic Subsidiary.

"*Funds Transfer Liability, Deposit Account Liability and Data Processing Obligations*" means the liability of the Borrower or any of its Restricted Subsidiaries owing to (i) any entity that was a Lender or an Affiliate of a Lender at the time the relevant transaction was entered into, in the case of clauses (a), (b) or (c) or (ii) Fifth Third Bancorp, in the case of clause (d) below, arising out of (a) the execution or processing of electronic transfers of funds by automatic

clearing house transfer, wire transfer or otherwise to or from the deposit accounts of the Borrower and/or any Restricted Subsidiary now or hereafter maintained, (b) the acceptance for deposit or the honoring for payment of any check, draft or other item with respect to any such deposit accounts, (c) any other deposit, disbursement, and Cash Management Services afforded to the Borrower or any such Restricted Subsidiary and (d) the Master Services Agreement between the Borrower and Fifth Third Bancorp, dated July 27, 2016, as amended, modified, supplemented, restated, amended and restated or replaced from time to time.

"*GAAP*" means generally accepted accounting principles in the United States of America, as in effect from time to time.

"*Governmental Authority*" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to the United States government.

"*Growth Amount*" means, at any time an amount equal to, without duplication:

(a) the sum, without duplication, of:

(i) the CNI Growth Amount; *plus*

(ii) the Available Amount; *minus*

(b) the sum, without duplication, of:

(i) the aggregate amount of any investments, loans or advances made by the Borrower or any Restricted Subsidiary pursuant to Section 6.17(o)(ii) after the First Restatement Effective Date and prior to such time;

(ii) the aggregate amount of any Distributions made by the Borrower pursuant to Section 6.18(f)(y) after the First Restatement Effective Date and prior to such time; and

(iii) the aggregate amount of any optional or voluntary payments, prepayments, repurchases, redemptions or defeasances made by the Borrower or any Restricted Subsidiary pursuant to Section 6.20(a)(iv)(y) after the First Restatement Effective Date and prior to such time.

"*Guarantor*" is defined in Section 4.3 hereof.

"*Guaranty*" is defined in Section 4.3 hereof.

"*Guaranty Supplement*" means an Assumption and Supplement to Guaranty Agreement in the form attached to the Guaranty as Exhibit A.

"*Hazardous Material*" means any (a) asbestos, polychlorinated biphenyls and petroleum (including crude oil or any fraction thereof) and (b) any substance, waste or material classified or regulated as "hazardous," "toxic," "contaminant" or "pollutant" or words of like import pursuant to an applicable Environmental Law.

"*Hedge Agreement*" means any interest rate, currency or commodity swap agreements, cap agreements, collar agreements, floor agreements, exchange agreements, forward contracts, option contracts or similar interest rate or currency or commodity hedging arrangements.

"*Hedging Liability*" means Hedging Obligations (other than with respect to any Loan Party's Hedging Liabilities that constitute Excluded Swap Obligations solely with respect to such Loan Party) owing by Holdco, the Borrower or any of its Restricted Subsidiaries to any entity that was a Lender or an Affiliate of a Lender at the time the relevant Hedging Agreement was entered into.

"*Hedging Obligations*" means, with respect to any Person, the obligations of such Person under Hedge Agreements.

"*Holdco*" means vantiv Holding, LLC, a Delaware limited liability company.

"*Holdco LLC Agreement*" means the Limited Liability Company Agreement of Holdco, dated as of February 24, 2009, created by Fifth Third Bank, as amended and restated pursuant to that certain Amended and Restated Limited Liability Company Agreement by and among Advent—Kong Blocker Corp., a Delaware corporation, Fifth Third Bank, FTPS Partners, LLC, a Delaware limited liability company, Holdco and each other member of Holdco pursuant to the terms of such agreement, dated as of June 30, 2009, and as further amended and restated as of March 27, 2012.

"*Hostile Acquisition*" means the acquisition of the capital stock or other Equity Interests of a Person through a tender offer or similar solicitation of the owners of such capital stock or other Equity Interests which has not been approved (prior to such acquisition) by resolutions of the board of directors of such Person or by similar action if such Person is not a corporation, and, if such acquisition has been so approved, as to which such approval has been withdrawn.

"*Immaterial Subsidiary*" has the meaning set forth in the definition of "*Material Subsidiary*".

"*Incremental Amendment*" is defined in Section 2.14(a) herein.

"*Incremental Amendment No. 1*" means the Incremental Amendment No. 1 dated as of June 13, 2014, among the Borrower, the Administrative Agent and the New Term Commitment Increase Lenders (as defined therein) party thereto.

"*Incremental Amendment No. 2*" means the Incremental Amendment No. 2 dated as of August 7, 2017, among the Borrower, the Administrative Agent and the 2017 Rook Incremental Term B Lenders (as defined therein) party thereto.

"*Incremental Amendment No. 3*" means the Incremental Amendment No. 3 dated as of August 9, 2017, among the Borrower, the Administrative Agent and the 2017 Incremental Lenders (as defined therein) party thereto.

"*Incremental Cap*" is defined in Section 2.14(b) herein.

"*Incremental Equivalent Debt*" is defined in Section 6.14(u).

"*Incremental Facility*" means (a) any Incremental Term Facility, (b) any Incremental Revolving Credit Facility, (c) the commitments (if any) of Additional Revolving Lenders to make Incremental Revolving Loans in respect of any Revolving Credit Commitment Increase and the Incremental Revolving Loans in respect thereof and/or (d) the commitments (if any) of Additional Term Lenders to make Incremental Term Loans in respect of any Term Commitment Increase and the Incremental Term Loans in respect thereof.

"*Incremental Loans*" means any loans made pursuant to Section 2.14(a).

"*Incremental Revolving Credit Facility*" is defined in Section 2.14(a) herein.

"*Incremental Revolving Loans*" means any revolving loans made under any Incremental Revolving Credit Facility or in respect of any Revolving Credit Commitment Increase.

"*Incremental Term A Facility*" means the commitments (if any) of Additional Term Lenders to make Incremental Term A Loans in accordance with Section 2.14(a) and the Incremental Term A Loans in respect thereof.

"*Incremental Term A Loans*" means any term A loans made pursuant to Section 2.14(a).

"*Incremental Term B Facility*" means the commitments (if any) of Additional Term Lenders to make Incremental Term B Loans in accordance with Section 2.14(a) and the Incremental Term B Loans in respect thereof.

"*Incremental Term B Loans*" means any term B loans made pursuant to Section 2.14(a).

"*Incremental Term Loans*" means any term loans made pursuant to Section 2.14(a).

"*Incremental Term Facility*" means the commitments (if any) of Additional Term Lenders to make Incremental Term Loans in accordance with Section 2.14(a) and the Incremental Term Loans in respect thereof.

"*Indebtedness*" means for any Person (without duplication):

(a) all indebtedness of such Person for borrowed money, whether current or funded, or secured or unsecured,

(b) all indebtedness for the deferred purchase price of Property,

(c) all indebtedness secured by a purchase money mortgage or other Lien to secure all or part of the purchase price of Property subject to such mortgage or Lien,

(d) all obligations under leases which shall have been or must be, in accordance with GAAP, recorded as Capital Leases in respect of which such Person is liable as lessee,

(e) any liability in respect of banker's acceptances or letters of credit,

(f) any indebtedness, whether or not assumed, of the types described in clauses (a) through (c) above or clauses (g) and (h) below, secured by Liens on Property acquired by such Person at the time of acquisition thereof,

(g) all obligations under any so-called “synthetic lease” transaction entered into by such Person, and

(h) all Contingent Obligations in respect of indebtedness of the types described in clauses (a) through (g) hereof,

provided that the term “Indebtedness” shall not include (i) trade payables arising in the ordinary course of business, (ii) any earn-out obligation until such obligations become a liability on the balance sheet of such Person in accordance with GAAP, (iii) prepaid or deferred revenue arising in the ordinary course of business, and (iv) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy warrants or other unperformed obligations of the seller of such asset.

“*Indemnified Taxes*” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

“*Information*” has the meaning provided in Section 10.23.

“*Initial Term B Facility*” means the credit facility for the Initial Term B Loans described in Section 2.1(b) hereof.

“*Initial Term B Lender*” means any Lender holding all or a portion of the Initial Term B Facility.

“*Initial Term B Loan Commitment*” means, as to any Lender, the obligation of such Lender to make Initial Term B Loans hereunder (including by way of conversion of Existing Term B Loans) in an aggregate principal amount not to exceed the amount set forth opposite such Lender’s name on Schedule 1 attached hereto and made a part hereof, as the same may be reduced pursuant to Section 2.10. The Borrower and the Initial Term B Lenders acknowledge and agree that the Initial Term B Loan Commitments of the Initial Term B Lenders aggregate $765 million as of the date hereof.

“*Initial Term B Loan Percentage*” means, for any Initial Term B Lender, the percentage held by such Initial Term B Lender of the aggregate principal amount of all Initial Term B Loans then outstanding.

“*Initial Term B Loans*” is defined in Section 2.1(b) hereof.

“*Initial Term B Termination Date*” is defined in Section 2.7(~~b~~c) hereof.

“*Initial Term Loan Commitments*” means, collectively, the Term A-3 Loan Commitments and the Initial Term B Loan Commitments.

“*Intellectual Property Security Agreements*” means any of the following agreements executed on or after the Original Closing Date: (a) a Trademark Security Agreement substantially in the form of Exhibit H-1, (b) a Patent Security Agreement substantially in the form of Exhibit H-2 or (c) a Copyright Security Agreement substantially in the form of Exhibit H-3.

“*Interest Expense*” means, with reference to any period, (a) the sum of all interest charges (including imputed interest charges with respect to Capitalized Lease Obligations) of the

Borrower and its Restricted Subsidiaries payable in cash for such period determined on a consolidated basis in accordance with GAAP but excluding (i) any non-cash interest expense attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments pursuant to GAAP, amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses, (ii) any expensing of bridge, commitment and other financing fees and (iii) costs in connection with the Transactions and any annual administrative or other agency fees, *minus* (b) interest income of the Borrower and its Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP.

"*Interest Period*" means, with respect to Eurodollar Loans, the period commencing on the date a Borrowing of Eurodollar Loans is advanced, continued or created by conversion and ending one week or 1, 2, 3, 6, or if available to all affected Lenders, 12 months thereafter, as selected by the Borrower; *provided, however* that:

(i) whenever the last day of any Interest Period would otherwise be a day that is not a Business Day, the last day of such Interest Period shall be extended to the next succeeding Business Day; *provided* that, except in the case of an Interest Period of less than one month, if such extension would cause the last day of an Interest Period for a Borrowing of Eurodollar Loans to occur in the following calendar month, the last day of such Interest Period shall be the immediately preceding Business Day; and

(ii) for purposes of determining an Interest Period for a Borrowing of Eurodollar Loans of one month or longer, a month means a period starting on one (1) day in a calendar month and ending on the numerically corresponding day in the next calendar month; *provided, however* that, if there is no numerically corresponding day in the month in which such an Interest Period is to end or if such an Interest Period begins on the last Business Day of a calendar month, then such Interest Period shall end on the last Business Day of the calendar month in which such Interest Period is to end.

"*Interpolated Screen Rate*" means, for any Interest Period, a rate per annum which results from interpolating on a linear basis between (a) LIBOR for the longest maturity for which LIBOR is available that is shorter than such Interest Period and (b) LIBOR for the shortest maturity for which LIBOR is available that is longer than such Interest Period, in each case at approximately 11:00 a.m. (London time) two (2) Business Days prior to the commencement of such Interest Period (or, as such term is used in the definition of Base Rate, at the time specified in such definition).

"*IRS*" means the United States Internal Revenue Service.

"*L/C Backstop*" means, in respect of any Letter of Credit, (a) a letter of credit delivered to the L/C Issuer which may be drawn by the L/C Issuer to satisfy any obligations of the Borrower in respect of such Letter of Credit or (b) cash or Cash Equivalents deposited with the L/C Issuer to satisfy any obligation of the Borrower in respect of such Letter of Credit, in each case, in an amount not to exceed 100.00% of the undrawn face amount and any unpaid Reimbursement Obligations with respect to such Letter of Credit and on terms and pursuant to arrangements (including, if applicable, any appropriate reimbursement agreement) reasonably satisfactory to the respective L/C Issuer.

"*L/C Disbursement*" means a payment or disbursement made by an L/C Issuer pursuant to a Letter of Credit.

"*L/C Issuer*" means JPMorgan Chase Bank, N.A., acting through any of its Affiliates or branches and any other L/C Issuer designated pursuant to Section 2.3(j) in each case in its capacity as an L/C Issuer, and its successors in such capacity as provided in Section 2.3(i). An L/C Issuer may, in its discretion, arrange for one (1) or more Letters of Credit to be issued by Affiliates of such L/C Issuer, in which case the term L/C Issuer shall include any such Affiliates with respect to Letters of Credit issued by such Affiliate.

"*L/C Obligations*" means the aggregate undrawn face amounts of all outstanding Letters of Credit and all unpaid Reimbursement Obligations.

"*L/C Sublimit*" means $40.0 million, as reduced pursuant to the terms hereof.

"*Legal Reservations* " means (a) the principle that certain remedies may be granted or refused at the discretion of the court, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, fraudulent conveyance, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and secured creditors and by general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law), (b) the time barring of claims under applicable limitation laws and defences of acquiescence, set-off or counterclaim and the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void, (c) the principle that in certain circumstances collateral granted by way of fixed charge may be recharacterised as a floating charge or that collateral purported to be constituted as an assignment may be recharacterised as a charge, (d) the principle that additional interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void, (e) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant, (f) the principle that the creation or purported creation of collateral over any contract or agreement which is subject to a prohibition on transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which collateral has purportedly been created, (g) the principle that a court may not give effect to any parallel debt provisions, covenants to pay the Collateral Agent or other similar provisions, (h) similar principles, rights and defences under the laws of any relevant jurisdiction, (i) the principles of private and procedural laws of any relevant jurisdiction which affect the enforcement of a foreign court judgment and (j) any other matters which are set out as qualifications or reservations (however described) as to matters of law in any legal opinions delivered to the Administrative Agent pursuant or in relation to any Loan Document.

"*Lenders*" means the several banks and other financial institutions and other lenders from time to time party to this Agreement (excluding Prohibited Lenders), including each assignee Lender pursuant to Section 10.10 hereof.

"*Lending Office*" is defined in Section 8.6 hereof.

"*Letter of Credit*" is defined in Section 2.3(a) hereof.

"*Letter of Credit Usage*" means, as at any date of determination, the sum of (i) the maximum aggregate amount which is, or at any time thereafter may become, available for drawing under all Letters of Credit then outstanding, and (ii) the aggregate amount of all drawings under Letters of Credit honored by the L/C Issuer and not theretofore reimbursed by or on behalf of Borrower.

"*Leverage Ratio*" means, as of the date of determination thereof, the ratio of Total Funded Debt of the Borrower and its Restricted Subsidiaries as of such date to Consolidated EBITDA for the period of four (4) fiscal quarters then ended.

"*LIBOR*" means, for any Interest Period for each Eurodollar Loan comprising part of the same Borrowing, a rate per annum equal to the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for deposits in Dollars (for delivery on the first day of such Interest Period) for a period equal in length to such Interest Period as displayed on the Reuters screen page that displays such rate (currently page LIBOR01 or LIBOR02) (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion), at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period; provided, that (i) if no such rate shall be available at such time for such Interest Period but such rates shall be available for maturities both longer and shorter than such Interest Period, then such rate for such Interest Period shall be the Interpolated Screen Rate and (ii) if LIBOR, determined as provided above, would otherwise be less than zero, then such rate shall be deemed to be zero for all purposes.

"*Lien*" means any deed of trust, mortgage, lien, security interest, pledge, charge or encumbrance in the nature of security in respect of any Property, including the interests of a vendor or lessor under any conditional sale, Capital Lease or other title retention arrangement.

"*Limited Conditionality Transaction*" is defined in Section 1.2(h) hereof.

"*Loan*" means any Revolving Loan, Term Loan, Swing Loan, any loan issued under any Incremental Facility, any Extended Revolving Loan or Extended Term Loan, any loan issued pursuant to the final paragraph of Section 10.11(a) hereof or any Replacement Term Loans or Loans under any Replacement Revolving Facility.

"*Loan Documents*" means this Agreement, the First Restatement Agreement, the Second Restatement Agreement, the Incremental Amendment No. 1, the Incremental Amendment No. 2, the Incremental Amendment No. 3, the Notes (if any), the Guaranty, the Collateral Documents, any intercreditor agreement contemplated by Section 9.12(iii) hereof and any other agreement, document or instrument designated by its terms as a Loan Document.

"*Loan Parties*" means the Borrower and each Guarantor.

"*Major Covenant* " means (with respect to each Certain Funds Obligor (and excluding any procurement obligations on the part of any Certain Funds Obligor with respect to (a) the Holdco, (b) any of its Subsidiaries which are not Certain Funds Obligors, (c) Target or (d) any of the subsidiaries of Target) any of Sections 6.13 (other than paragraphs (a) and (b) thereof) to 6.18 (each inclusive) and paragraphs (b), (c), (d), (f) and (h) of Section 6.25.

"*Major Default* " means with respect to each Certain Funds Obligor (and for the avoidance of doubt not (a) any of its Subsidiaries nor (b) the Target nor (c) any of the Subsidiaries of Target) any event or circumstance constituting an Event of Default under any of paragraphs (a) (in respect of the 2017 Incremental Facilities only), (c) (and in relation to (c), insofar as it relates to a breach of any Major Covenant), (d) insofar as it relates to a breach of any Major Representation (i) in any respect if the relevant Major Representation includes a materiality qualification or (ii) in any material respect if it does not include a materiality qualification, (e), (j) and (k) of Section 7.1 (each inclusive).

"*Major Representation* " means a representation or warranty with respect to any applicable Certain Funds Obligor (and excluding any representation or warranty with respect to (a) the Holdco, (b) any of its Subsidiaries that are not Certain Fund Obligors, (c) Target or (d) any of the Subsidiaries of Target) under any of Sections 5.2, 5.3, 5.19 and 5.24 (each inclusive).

"*Master Investment Agreement*" means the Master Investment Agreement dated March 27, 2009, among Fifth Third Bank, the Borrower, Holdco and Advent-Kong Blocker Corp., a Delaware corporation.

"*Material Adverse Effect*" means (a) a material adverse effect upon the business, assets, financial condition or results of operations, in each case, of the Borrower and its Restricted Subsidiaries taken as a whole, or (b) a material adverse effect upon the rights and remedies, taken as a whole, of the Administrative Agent and the Lenders under any Loan Document.

"*Material Plan*" is defined in Section 7.1(h) hereof.

"*Material Indebtedness*" means Indebtedness (other than the Obligations), of any one (1) or more of Holdco, the Borrower and the Restricted Subsidiaries in an aggregate principal amount exceeding $100.0 million.

"*Material Subsidiary*" shall mean and include (i) each Subsidiary that is a Domestic Subsidiary (other than a Domestic Holding Company), except any Domestic Subsidiary that does not have (together with its Subsidiaries) (a) at any time, Consolidated Total Assets the book value of which constitutes more than 5.00% of the book value of the Consolidated Total Assets of the Borrower and its Restricted Subsidiaries at such time or (b) consolidated net income in accordance with GAAP for any four (4) consecutive fiscal quarters of the Borrower ending on or after December 31, 2013, that constitutes more than 5.00% of the consolidated net income in accordance with GAAP of the Borrower and its Restricted Subsidiaries during such period (any such Subsidiary, an "Immaterial Subsidiary" and all such Subsidiaries, the "*Immaterial Subsidiaries*") and (ii) each Domestic Subsidiary that the Borrower has designated to the Administrative Agent in writing as a Material Subsidiary.

"*Maximum Rate*" is defined in Section 10.18 hereof.

"*Mercury TRA*" means that certain tax receivable agreement among the Borrower, NPC Group, Inc., Silver Lake Partners III DE, L.P., SLP III Quicksilver Feeder I, L.P., Silver Lake Technology Investors III, L.P., S-Corp and Mercury Payment Systems II, LLC, dated as of May 12, 2014, and for the benefit of the Vested Company Optionholders set forth on a schedule thereto.

"*Minimum Extension Condition*" is defined in Section 2.15(b) hereof.

"*MNPI*" is defined in Section 10.10(h)(i).

"*Moody's*" means Moody's Investors Service, Inc.

"*Net Cash Proceeds*" means, with respect to any mandatory prepayment event pursuant to Section 2.8(c), (a) the gross cash and cash equivalent proceeds (including payments from time

to time in respect of installment obligations, if applicable) received by or on behalf of the Borrower or any of its Restricted Subsidiaries in respect of such prepayment event or issuance, as the case may be, less (b) the sum of:

(i) the Borrower's good faith estimate of taxes paid or payable in connection with any such prepayment event,

(ii) the amount of any reasonable reserve established in accordance with GAAP against any liabilities (other than any taxes deducted pursuant to clause (i) above) (x) associated with the assets that are the subject of such prepayment event and (y) retained by the Borrower (or any of its members or direct or indirect parents) or any of the Restricted Subsidiaries, including, with respect to Net Cash Proceeds from a Disposition, liabilities under any indemnification obligations or purchase price adjustment associated with such Disposition and other liabilities associated with the asset disposed of and retained by the Borrower or any of its Restricted Subsidiaries after such Disposition, including pension and other post-employment benefit liabilities and liabilities related to environmental matters; *provided* that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such a prepayment event occurring on the date of such reduction,

(iii) the amount of any Indebtedness secured by a Lien permitted hereunder on the assets that are the subject of such prepayment event that is repaid upon consummation of such prepayment event, and

(iv) reasonable and customary costs and fees payable in connection therewith.

"*Non-Cash Charges*" means (a) any impairment charge or asset write-off or write-down related to intangible assets (including goodwill), long-lived assets, and investments in debt and equity securities pursuant to GAAP, (b) all non-cash losses from investments recorded using the equity method, (c) all Non-Cash Compensation Expenses, (d) the non-cash impact of purchase or recapitalization accounting, and (e) all other non-cash charges (*provided* that, in each case, if any non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period).

"*Non-Cash Compensation Expense*" means any non-cash expenses and costs that result from the issuance of stock-based awards, limited liability company or partnership interest-based awards and similar incentive-based compensation awards or arrangements.

"*Non-Consenting Lender*" as defined in Section 8.5.

"*Non-Debt Fund Affiliate*" means any Affiliate of Holdco (including, without limitation, Fifth Third Bank) other than (a) any Subsidiary of Holdco, (b) any Debt Fund Affiliate and (c) any natural person.

"*Note*" and "*Notes*" means and includes the Revolving Notes, the Term Notes, the Swing Note and any other promissory note evidencing the Loans.

"*Notice of Intent to Cure*" is defined in Section 7.6 hereof.

"*NYFRB*" means the Federal Reserve Bank of New York.

"*NYFRB Rate*" means, for any day, the greater of (a) the Federal Funds Rate in effect on the preceding Business Day and (b) the Overnight Bank Funding Rate in effect on the preceding Business Day; *provided* that if none of such rates are published for any such preceding Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. (New York City time) on such day received by the Administrative Agent from a Federal funds broker of recognized standing selected by it; *provided further* that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for all purposes.

"*Obligations*" means all obligations of the Borrower to pay principal and interest on the Loans, all Reimbursement Obligations owing under the Applications, all fees and charges payable hereunder, and all other payment obligations of Holdco, the Borrower or any of its Restricted Subsidiaries arising under or in relation to any Loan Document, in each case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired.

"*OFAC*" is defined in Section 5.21(a) hereof.

"*Offer* " means a takeover offer (within the meaning of section 974 of the Companies Act) to the holders of the Target Shares with a minimum acceptance threshold of of initially 75% of the Target Shares or such lower acceptance threshold agreed by the Required 2017 Incremental Lenders (the "*Minimum Acceptance Threshold*") to be made by the Borrower pursuant to the terms of the Offer Documents.

"*Offer Documents* " means the Rule 2.7 Announcement and the offer documents to be sent by the Borrower to the Target's shareholders (and any other persons with information rights) in connection with an Offer, and otherwise made available to such persons and in the manner required by Rule 24.1 of the Takeover Code.

"*OID*" is defined in Section 2.14(a) hereof.

"*Original Closing Date*" means May 15, 2013.

"*Original Credit Agreement*" is defined in the Preliminary Statements hereto.

"*Other Applicable Indebtedness*" is defined in Section 2.8(c)(ii) hereof.

"*Other Taxes*" is defined in Section 10.4 hereof.

"*Overnight Bank Funding Rate*" means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as an Overnight Bank Funding Rate (from and after such date as the NYFRB shall commence to publish such composite rate).

"*Participant*" is defined in Section 10.10(d) hereof.

"*Participant Register*" is defined in Section 10.10(d) hereof.

"*Participating Interest*" is defined in Section 2.3(d) hereof.

"*Participating Lender*" is defined in Section 2.3(d) hereof.

"*Patriot Act*" is defined in Section 5.21(b) hereof.

"*PBGC*" means the Pension Benefit Guaranty Corporation or any Person succeeding to any or all of its functions under ERISA.

"*Percentage*" means for any Lender its Revolver Percentage or Term Loan Percentage, as applicable; and where the term "Percentage" is applied on an aggregate basis, such aggregate percentage shall be calculated by aggregating the separate components of the Revolver Percentage and Term Loan Percentage, and expressing such components on a single percentage basis.

"*Perfection Requirements*" means the making or the procuring of the appropriate registrations, filing, endorsements, notarization, stampings and/or notifications of the Collateral Documents and/or the Collateral created thereunder.

"*Permitted Acquisition*" means any Acquisition with respect to which all of the following conditions shall have been satisfied:

(a) after giving effect to the Acquisition, the Borrower is in compliance with Section 6.13 hereof;

(b) the Acquisition is not a Hostile Acquisition;

(c) (i) the Total Consideration for any acquired business that does not become a Guarantor (or the assets of which are not acquired by the Borrower or a Guarantor), when taken together with the Total Consideration for all such acquired businesses acquired after the First Restatement Effective Date, does not exceed (i) the greater of $400.0 million and 5.5% of Consolidated Total Assets (measured as of the date of such Acquisition and based upon the financial statements most recently delivered on or prior to such date pursuant to Section 6.1) *plus* (ii) the Available Amount at such time; *provided* that, in the case of each of clauses (i) and (ii) above, such limitation shall not apply to the extent (x) the relevant Acquisition is made with proceeds of sales of, or contributions to, the common equity of the Borrower (other than amounts constituting a Cure Amount) or (y) (1) the Person so acquired (or the Persons owning such assets so acquired) becomes a Guarantor even though such Person owns Equity Interests in Persons that are not otherwise required to become Guarantors and (2) not less than 70% of the Consolidated EBITDA of the consolidated target is generated by Persons that become Guarantors (or, if Consolidated EBITDA attributable to Persons that become Guarantors is not determinable, not less than 70% of the assets of the consolidated target are owned by Persons that become Guarantors (determined by reference to the book value of such assets));

(d) if a new Subsidiary (other than an Excluded Subsidiary) is formed or acquired as a result of or in connection with the Acquisition, the Borrower shall have complied with the requirements of ARTICLE 4 hereof in connection therewith (as and when required by ARTICLE 4); and

(e) (i) no Event of Default under Section 7.1(a), (j) or (k) shall exist and (ii) the Borrower and its Restricted Subsidiaries shall be in compliance, on a Pro Forma Basis, with the financial covenants set forth in Section 6.22, recomputed as of the last day of the most recently completed period for which financial statements have been or were required to be delivered pursuant to Section 6.1(a) or (b), in the case of each of clauses (i) and (ii), on the date the relevant Acquisition is consummated and after giving effect thereto, or, at the Borrower's election, the date of the signing of the acquisition agreement with respect thereto; *provided* that if the Borrower has made such an election, in connection with the calculation of any ratio with respect to the incurrence of Indebtedness or Liens, or the making of investments, Distributions, Restricted Debt Payments, asset sales, fundamental changes or the designation of an Unrestricted Subsidiary on or following such date and prior to the earlier of the date on which such Acquisition is consummated or the definitive agreement for such Acquisition is terminated, such ratio shall be calculated on a Pro Forma Basis assuming such Acquisition and any other Specified Transactions in connection therewith (including the incurrence of Indebtedness) have been consummated, except to the extent such calculation would result in a lower Leverage Ratio or Senior Secured Leverage Ratio or a higher ratio of Consolidated EBITDA to Interest Expense than would apply if such calculation was made without giving Pro Forma Effect to such Acquisition, other Specified Transactions and Indebtedness.

"*Permitted Investors*" shall mean (a) the Existing Shareholders, their respective limited partners and any Person making an investment in any direct or indirect parent of the Borrower or its Subsidiaries concurrently with the Existing Shareholders and (b) the members of management of any direct or indirect parent of the Borrower and its Subsidiaries who are investors, directly or indirectly, in the Borrower.

"*Permitted Lien*" is defined in Section 6.15 hereof.

"*Person*" means any natural person, partnership, corporation, limited liability company, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

"*Plan*" means any "employee pension benefit plan" covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code that either (a) is maintained by a member of the Controlled Group (including the Borrower) for current or former employees of a member of the Controlled Group (including the Borrower) or (b) is maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one (1) employer makes contributions and to which a member of the Controlled Group (including the Borrower) is then making or accruing an obligation to make contributions or has within the preceding five (5) plan years made contributions or under which a member of the Controlled Group (including the Borrower) is reasonably expected to incur liability.

"*Post-Transaction Period*" means, with respect to any Specified Transaction, the period beginning on the date such Specified Transaction is consummated and ending on the last day of the fourth full consecutive fiscal quarter immediately following the date on which such Specified Transaction is consummated.

"*Prime Rate*" means the rate of interest per annum determined by JPMorgan Chase Bank, N.A. as its prime rate in effect at its principal office in New York City and notified to the Borrower (the Prime Rate not being intended to be the lowest rate of interest charged by JPMorgan Chase Bank, N.A. in connection with extensions of credit to debtors).

“*Pro Forma Adjustment*” means, for any period that includes all or any part of a fiscal quarter included in any Post-Transaction Period, the pro forma increase or decrease in Consolidated EBITDA, which pro forma increase or decrease shall be based on the Borrower’s good faith projections and reasonable assumptions as a result of (a) actions taken, prior to or during such Post-Transaction Period, for the purposes of realizing reasonably identifiable and factually supportable cost savings, or (b) any additional costs incurred prior to or during such Post-Transaction Period to effect operating expense reductions and other operating improvements or synergies reasonably expected to result from a Specified Transaction; *provided* that, (A) so long as such actions are taken prior to or during such Post-Transaction Period or such costs are incurred prior to or during such Post-Transaction Period it may be assumed, for purposes of projecting such pro forma increase or decrease to Consolidated EBITDA, that such cost savings will be realizable during the entirety of such period, or such additional costs will be incurred during the entirety of such period, and (B) any such pro forma increase or decrease to Consolidated EBITDA shall be without duplication for cost savings or additional costs already included in Consolidated EBITDA for such period. Notwithstanding the foregoing, any Pro Forma Adjustment to Consolidated EBITDA for any period, together with any amounts added back pursuant to clauses (viii) and (xii) of the definition of “*Consolidated EBITDA*” for such period, shall not exceed the greater of $150.0 million and 20.00% of Consolidated EBITDA for such period.

“*Pro Forma Basis,*” “*Pro Forma Compliance*” and “*Pro Forma Effect*” means, with respect to compliance with any test or covenant hereunder, that (A) to the extent applicable, the Pro Forma Adjustment shall have been made and (B) all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such test or covenant: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (i) in the case of a sale, transfer or other disposition of all or substantially all capital stock in any Subsidiary of the Borrower or any division or product line of the Borrower or any of its Subsidiaries, shall be excluded, and (ii) in the case of a Permitted Acquisition or investment described in the definition of the term “Specified Transaction”, shall be included, (b) any retirement or repayment of Indebtedness, (c) any Indebtedness incurred by the Borrower or any of its Subsidiaries in connection therewith and if such indebtedness has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness at the relevant date of determination and (d) the acquisition of any Consolidated Total Assets, whether pursuant to any Specified Transaction or any Person becoming a Subsidiary or merging, amalgamating or consolidating with or into the Borrower or any of its Subsidiaries or the Borrower or any of its Subsidiaries; *provided* that, without limiting the application of the Pro Forma Adjustment pursuant to (A) above (but without duplication thereof or in addition thereto), the foregoing pro forma adjustments described in clause (a) above may be applied to any such test or covenant solely to the extent that such adjustments are consistent with the definition of Consolidated EBITDA and give effect to events (including operating expense reductions) that are (i) (x) directly attributable to such transaction, (y) expected to have a continuing impact on the Borrower and its Subsidiaries and (z) factually supportable or (ii) otherwise consistent with the definition of the term “Pro Forma Adjustment”.

“*Prohibited Lender*” means (a) any Person identified by the Borrower in writing to the Arrangers on or prior to September 25, 2016, (b) any other Person identified in writing upon two (2) Business Days’ notice by the Borrower to the Administrative Agent that is a competitor or an Affiliate of a competitor of Holdco or any of its Subsidiaries or (c) any readily identifiable Affiliate of any Person described in clause (a) or (b) (including funds managed or advised by such

Person, but excluding, in the case of clause (b), any Affiliate of such Person that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course (other than in distressed situations) and with respect to which such Person does not, directly or indirectly, possess the power to direct or cause the direction of the investment policies of such entity); *provided* that no supplement to the list of Prohibited Lenders described in clause (b) shall (i) apply retroactively to disqualify any Persons that have previously acquired an assignment or participation interest in the Loans or (ii) be effective unless delivered by email transmission to JPMDQ_Contact@jpmorgan.com as well as pursuant to Section 10.8 hereof.

"*Property*" means, as to any Person, all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent balance sheet of such Person and its Subsidiaries under GAAP.

"*Qualified Public Offering*" shall mean the issuance by the Borrower or any direct or indirect parent of the Borrower of its common Equity Interests in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the U.S. Securities and Exchange Commission in accordance with the Securities Act of 1933, as amended.

"*Quarterly Distributions*" has the meaning assigned to such term in the Holdco LLC Agreement; *provided* that for purposes of this Agreement, such amounts shall be calculated with regard to any adjustments pursuant to any Code Section 754 election if (x) an Event of Default has occurred, is continuing or would result from any such Distribution and (y) (i) the Termination Date has not occurred, (ii) the Required Lenders have not waived such Event of Default, and (iii) three (3) months have not passed since the occurrence of the Event of Default.

"*Ratio-Based Incremental Amount*" is defined in Section 2.14(b) herein.

"*RCRA*" means the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, and any future amendments.

"*Refinancing Indebtedness*" shall have the meaning assigned to such term under Section 6.14(r) hereof.

"*Register*" is defined in Section 10.10(c) hereof.

"*Regulatory Event*" means, with respect to any Lender, that (i) the Federal Deposit Insurance Corporation or any other Governmental Authority is appointed as conservator or Receiver for such Lender; (ii) such Lender is considered in "troubled condition" for the purposes of 12 U.S.C. § 1831i or any regulation promulgated thereunder; (iii) such Lender qualifies as "Undercapitalized," "Significantly Undercapitalized," or "Critically Undercapitalized" as those terms are defined in 12 C.F.R. § 208.43; or (iv) such Lender becomes subject to any formal or informal regulatory action requiring the Lender to materially improve its capital, liquidity or safety and soundness.

"*Reimbursement Obligations*" is defined in Section 2.3(c) hereof.

"*Rejecting Lender*" is defined in Section 2.8(c)(vi) hereof.

"*Related Parties*" means, with respect to any Person, such Person's Affiliates and the partners, directors, trustees, officers, administrators, employees and agents of such Person and of such Person's Affiliates.

"*Release*" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migration into the environment.

"*Release Date*" is defined in Section 9.13 hereof.

"*Relevant Existing Facility*" is defined in Section 2.14(a) hereof.

"*Replaced Revolving Facility*" is defined in Section 10.11(d) hereof.

"*Replaced Term Loans*" is defined in Section 10.11(d) hereof.

"*Replacement Revolving Facility*" is defined in Section 10.11(d) hereof.

"*Replacement Term Loans*" is defined in Section 10.11(d) hereof.

"*Reportable Event*" means any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty day notice period is waived under subsections .27, .28, .29, .30, .31, .32, .34 or .35 of PBGC Regulation Section 4043.

"*Repricing Transaction*" means each of (a) the prepayment, repayment, refinancing, substitution or replacement of all or a portion of the Term B Loans with the proceeds of any secured term loans incurred or guaranteed by the Borrower or any Subsidiary Guarantor the primary purpose of which is to result in an effective interest rate (with the comparative determinations to be made by the Administrative Agent in a manner consistent with generally accepted financial practices, and in any event consistent with Section 2.14(a)(H)) that is less than the effective interest rate (as determined by the Administrative Agent on the same basis) applicable to such Term B Loans so prepaid, repaid, refinanced, substituted or replaced and (b) any amendment, waiver or other modification to, or consent under, this Agreement the primary purpose of which is to reduce the effective interest rate (to be determined by the Administrative Agent on the same basis as set forth in preceding clause (a)) of the Term B Loans; *provided* that in no event shall any such prepayment, repayment, refinancing, substitution, replacement, amendment, waiver, modification or consent in connection with (x) a Change of Control, (y) a Permitted Acquisition or similar investment or (z) a sale or other disposition of assets, in each case under clauses (y) and (z), in excess of $100 million, constitute a Repricing Transaction. Any determination by the Administrative Agent of any effective interest rate as contemplated by preceding clauses (a) and (b) shall be conclusive and binding on all Lenders, and the Administrative Agent shall have no liability to any Person with respect to such determination.

"*Required 2017 Incremental Lenders*" means, as of the date of determination thereof, 2017 Incremental Term Lenders whose outstanding 2017 Incremental Term Loan Commitments (or, after the Certain Funds Funding Date, the 2017 Incremental Term Loans) constitute more than 50.00% of the sum of the total outstanding 2017 Incremental Term Loan Commitments (or 2017 Incremental Term Loans, as applicable); *provided* that the portion of the 2017 Incremental Term Loan Commitments (or 2017 Incremental Term Loans, as applicable) held or deemed held by, any Defaulting Lender (so long as such Lender is a Defaulting Lender) or any Affiliated Lender shall be excluded for purposes of making a determination of Required 2017 Incremental Lenders.

"*Required Lenders*" means, as of the date of determination thereof, Lenders whose outstanding Loans and interests in Letters of Credit and unused Term Loan Commitments and Unused Revolving Credit Commitments constitute more than 50.00% of the sum of the total outstanding Loans, interests in Letters of Credit, unused Term Loan Commitments and Unused Revolving Credit Commitments; *provided* that the Revolving Credit Commitment of, and the portion of the outstanding Loans, interests in Letters of Credit, unused Term Loan Commitments and Unused Revolving Credit Commitments held or deemed held by, any Defaulting Lender (so long as such Lender is a Defaulting Lender) or any Affiliated Lender shall be excluded for purposes of making a determination of Required Lenders.

"*Required Ratings*" means that the long-term public credit rating of the Borrower from S&P is BBB- or above and that the long-term public credit rating of the Borrower from Moody's is Baa3 or above, in each case with a stable or better outlook.

"*Required RC/TLA Lenders*" means, at any time, Lenders having Revolving Exposures, Term ~~A-3~~A Loans and unused Commitments in respect of the foregoing representing more than 50% of the sum of the total Revolving Exposures, outstanding Term ~~A-3~~A Loans and unused Commitments in respect of the foregoing at such time; *provided* that the Revolving Exposures, Term ~~A-3~~A Loans and unused Commitments in respect of the foregoing held or deemed held by, any Defaulting Lender (so long as such Lender is a Defaulting Lender) or any Affiliated Lender shall be excluded for purposes of making a determination of Required RC/TLA Lenders.

"*Reserve Percentage*" means, for any Borrowing of Eurodollar Loans, the daily average for the applicable Interest Period of the maximum rate, expressed as a decimal, at which reserves (including, without limitation, any supplemental, marginal, and emergency reserves) are imposed during such Interest Period by the Board of Governors of the Federal Reserve System (or any successor) on "Eurocurrency liabilities," as defined in such Board's Regulation D (or in respect of any other category of liabilities that includes deposits by reference to which the interest rate on Eurodollar Loans is determined or any category of extensions of credit or other assets that include loans by non-United States offices of any Lender to United States residents), subject to any amendments of such reserve requirement by such Board or its successor, taking into account any transitional adjustments thereto. For purposes of this definition, the Eurodollar Loans shall be deemed to be "Eurocurrency liabilities" as defined in Regulation D without benefit or credit for any prorations, exemptions or offsets under Regulation D.

"*Restricted Amount*" is defined in Section 2.8(c)(v) hereof.

"*Restricted Debt Payment*" is defined in Section 6.20(a) hereof.

"*Restricted Subsidiary*" means any Subsidiary other than an Unrestricted Subsidiary.

"*Revolver Percentage*" means, for each Revolving Lender, the percentage of the aggregate Revolving Credit Commitments represented by such Revolving Lender's Revolving Credit Commitment or, if the Revolving Credit Commitments have been terminated, the percentage held by such Revolving Lender (including through participation interests in Reimbursement Obligations) of the aggregate principal amount of all Revolving Loans and L/C Obligations then outstanding.

"*Revolving Credit Commitment*" means, as to any Lender (including any 2017 Incremental Revolving Lender), the obligation of such Lender to make Revolving Loans and to participate in Swing Loans and Letters of Credit issued for the account of the Borrower hereunder in an aggregate principal or face amount at any one time outstanding not to exceed the amount set forth opposite such Revolving Lender's name on Schedule 1 attached hereto and made a part hereof, as the same may be reduced, increased or otherwise modified at any time or from time to time pursuant to the terms hereof. The Borrower and the Revolving Lenders acknowledge and agree that the Revolving Credit Commitments of the Revolving Lenders aggregate $650.0 million on the date hereof. The Revolving Credit Commitments as of the Certain Funds Funding Date (after giving effect to the 2017 Revolving Credit Commitment Increase) are $1,000,000,000.

"*Revolving Credit Commitment Increase*" is defined in Section 2.14(a) hereof.

"*Revolving Credit Termination Date*" means October 14, 2021, or such earlier date on which the Revolving Credit Commitments are terminated in whole pursuant to Sections 2.10, 7.2 or 7.3 hereof.

"*Revolving Exposure*" means, with respect to any Lender as of any date of determination, (i) prior to the termination of the Revolving Credit Commitments, that Lender's Revolving Credit Commitment; and (ii) after the termination of the Revolving Credit Commitments, the sum of (a) the aggregate outstanding principal amount of the Revolving Loans of that Lender, (b) in the case of L/C Issuer, the aggregate Letter of Credit Usage in respect of all Letters of Credit issued by that Lender (net of any participations by Lenders in such Letters of Credit), (c) the aggregate amount of all participations by that Lender in any outstanding Letters of Credit or any unreimbursed drawing under any Letter of Credit, (d) in the case of the Swing Line Lender, the aggregate outstanding principal amount of all Swing Loans (net of any participations therein by other Lenders), and (e) the aggregate amount of all participations therein by that Lender in any outstanding Swing Loans.

"*Revolving Facility*" means the credit facility for making Revolving Loans and Swing Loans and issuing Letters of Credit described in Sections 2.2, 2.3 and 2.11 hereof.

"*Revolving Lender*" means any Lender holding all or a portion of the Revolving Facility.

"*Revolving Loan*" is defined in Section 2.2 hereof and, as so defined, includes a Base Rate Loan or a Eurodollar Loan, each of which is a "type" of Revolving Loan hereunder.

"*Revolving Note*" is defined in Section 2.12(c) hereof.

"*Rule 2.7 Announcement*" means the press announcement in the agreed form released by the Borrower and the Target to announce a firm intention on the part of the Borrower to make an offer to acquire Target Shares on the terms of the Scheme (or the Offer) in accordance with Rule 2.7 of the Takeover Code, as supplemented and/or corrected from time to time in accordance with the Takeover Code and, in each case, to the extent permitted by this Agreement.

"*S&P*" means S&P Global Ratings.

"*Scheme* " means the English law governed scheme of arrangement effected under part 26 of the Companies Act to be proposed by the Target to its shareholders to implement the Worldpay Acquisition on the terms and conditions to be set out in the Acquisition Documents.

"*Scheme Circular*" means a circular (including any supplementary circular) to be issued by the Target to its shareholders setting out the resolutions and proposals for and the terms of the Scheme.

“*Scheme Documents*” means each of the Rule 2.7 Announcement, the Scheme Circular, the Scheme Order and any other documents distributed by or on behalf of the Borrower to (among others) shareholders of the Target in connection with the Scheme.

“*Scheme Order*” means an order of the Court sanctioning the Scheme pursuant to section 899 of the Companies Act.

“*Second Restatement Agreement*” means that certain Amendment and Restatement Agreement, dated as of October 14, 2016, among the Borrower, Holdco, the other Loan Parties party thereto, the Administrative Agent, the L/C Issuer, the Swing Line Lender and the lenders party thereto.

“*Second Restatement Effective Date*” means the date on which the conditions precedent set forth in the Second Restatement Agreement shall have been satisfied or waived in accordance with the terms thereof.

“*Secured Parties*” has the meaning assigned to that term in the Security Agreement.

“*Security Agreement*” means that certain Amended and Restated Security Agreement, substantially in the form of Exhibit J, dated as of the First Restatement Effective Date by and between the Loan Parties party thereto and the Collateral Agent.

“*Security Agreement Supplement*” means an Assumption and Supplemental Security Agreement in the form attached to the Security Agreement as Schedule F.

“*Seller*” is defined in the Preliminary Statements hereto.

“*Senior Secured Leverage Ratio*” means, as of the date of determination thereof, the ratio of (a) Consolidated Senior Secured Debt as of such date to (b) Consolidated EBITDA for the period of four (4) fiscal quarters then most recently ended.

“*Share Repurchase*” means the repurchase of Vantiv’s common Equity Interests.

“*Solvency Certificate*” means the Solvency Certificate delivered pursuant to Section 7(f)(vi) of the Second Restatement Agreement, substantially in the form of Exhibit E to this Agreement.

“*Specified Conditions*” shall mean, in respect of any transaction, each of the following:

(a) the Leverage Ratio, determined on a Pro Forma Basis after giving effect to such transaction (i) is not 0.50x more than the Leverage Ratio as determined immediately prior to such transaction and (ii) does not exceed the then applicable Leverage Ratio level under Section 6.22 less 0.25x,

(b) (i) if, immediately prior to such transaction, the long-term public credit rating of the Borrower (A) from S&P is BB+ or higher and (B) from Moody’s is Ba2 or higher, then the long-term public credit rating of the Borrower after giving effect to such transaction shall not be less than BB+ from S&P or less than Ba2 from Moody’s, or (ii) if otherwise, the long-term public credit rating of the Borrower from both S&P and Moody’s after giving pro forma effect to such transaction shall be equal to or higher (with no negative change in outlook) than the applicable long-term public credit rating of the Borrower from such rating agency immediately prior to such transaction,

(c) at least two of the Persons constituting Designated Executive Officers immediately prior to such transaction shall continue to constitute members of the senior management team after giving effect to such transaction and shall not be terminated or otherwise separated from employment as a result of such transaction, and

(d) the transaction shall not result in any change in organizational identity or jurisdiction of organization of the Borrower unless (i) such change does not result in negative tax consequences to the Lenders (as reasonably determined by the Administrative Agent and the Borrower after taking into account applicable treaties, exemptions and gross-up obligations of the Borrower), (ii) the Administrative Agent shall have received, and be reasonably satisfied with, all documentation and other information about the Loan Parties that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act, that has been reasonably requested by the Administrative Agent or the Lenders (through the Administrative Agent), and (iii) such change does not result in any impairment of (A) the security interest of the Lenders in the Collateral (if any), taken as a whole, or (B) the guarantees of the Obligations from the Guarantors, taken as a whole.

"*Specified Transaction*" means, with respect to any period, (a) the Transactions ~~and~~, the First Restatement Agreement Transactions and the Certain Funds Transactions, (b) any Permitted Acquisition or the making of other investment pursuant to which all or substantially all of the assets or stock of a Person (or any line of business or division thereof) are acquired, (c) the disposition of all or substantially all of the assets or stock of a Subsidiary (or any line of business or division thereof) or (d) any other event that by the terms of the Loan Documents requires Pro Forma Compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a Pro Forma Basis or after giving Pro Forma Effect thereto.

"*Subsidiary*" means, as to any particular parent corporation or organization, any other corporation or organization more than 50.00% of the outstanding Voting Stock of which is at the time directly or indirectly owned by such parent corporation or organization or by any one (1) or more other entities which are themselves subsidiaries of such parent corporation or organization. Unless otherwise expressly noted herein, the term "Subsidiary" means a Subsidiary of the Borrower or of any of its direct or indirect Subsidiaries.

"*Subsidiary Guarantor*" means any Guarantor that is a Subsidiary of the Borrower.

"*Successor Holdco*" is defined in Section 6.13(b) hereof.

"*Swap Obligation*" has the meaning assigned to that term in the definition of Excluded Swap Obligation.

"*Swing Line*" means the credit facility for making one (1) or more Swing Loans described in Section 2.11 hereof.

"*Swing Line Commitment*" shall mean, with respect to each Swing Line Lender, the commitment of such Swing Line Lender to make Swing Loans pursuant to Section 2.11 hereof.

"*Swing Line Lender*" means JPMorgan Chase Bank, N.A.

"*Swing Line Sublimit*" means $100.0 million, as reduced pursuant to the terms hereof.

"*Swing Loan*" and "*Swing Loans*" each is defined in Section 2.11(a) hereof.

"*Swing Note*" is defined in Section 2.12(c) hereof.

"*Takeover Code*" means the UK City Code on Takeovers and Mergers, as administered by the Takeover Panel, as may be amended from time to time.

"*Takeover Panel*" means the UK Panel on Takeovers and Mergers.

"*Target*" means Worldpay Group plc, a public limited liability company incorporated under the laws of England and Wales with registered number 08762327.

"*Target Shares*" means all of the issued and to be issued ordinary share capital of the Target.

"*Taxes*" means all present or future taxes, levies, imposts, duties, deduction, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"*Tax Receivable Agreements*" means those certain Tax Receivable Agreements, dated as of March 21, 2012, by and between Vantiv and each of Fifth Third Bank, FTPS Partners, LLC, JPDN Enterprises LLC, and certain investment fund affiliates of Advent International Corporation that are stockholder of Vantiv, as such agreements may be assigned and amended from time to time in accordance with their terms.

"*Term A Lenders*" means, collectively, the Term A-3 Lenders and the 2017 Incremental Term A-4 Lenders.

"*Term A Loans*" means, collectively, the Term A-3 Loans and the 2017 Incremental Term A-4 Loans.

"*Term A Loan Commitments*" means, collectively, the Term A-3 Loan Commitments and the 2017 Incremental Term A-4 Loan Commitments.

"*Term A Note*" *is defined in Section 2.12(c).*

"*Term A-3 Facility*" means the credit facility for the Term A-3 Loans described in Section 2.1(a) hereof.

"*Term A-3 Lender*" means any Lender holding all or a portion of the Term A-3 Facility.

"*Term A-3 Loan*" is defined in Section 2.1(a) hereof.

"*Term A-3 Loan Commitment*" means as to any Lender, the obligation of such Lender to make Term A-3 Loans hereunder (including by way of conversion of Existing Term A Loans or Existing Term B Loans) in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 1 attached hereto and made a part hereof, as the same may be reduced pursuant to Section 2.10. The Borrower and the Term A-3 Lenders acknowledge and agree that the Term A-3 Loan Commitments of the Term A-3 Lenders aggregate $2,469,375 thousand as of the date hereof.

"*Term A-3 Loan Percentage*" means, for any Term A-3 Lender, the percentage held by such Term A-3 Lender of the aggregate principal amount of all Term A-3 Loans then outstanding.

~~"*Term A-3 Note*" is defined in Section 2.12(c).~~

"*Term A-3 Termination Date*" is defined in Section 2.7(a) hereof.

"*Term B Lenders*" means, collectively, the Initial Term B Lenders ~~and~~, the 2017 Rook Incremental Term B Lenders, the 2017 Incremental Term B-1 Lenders and the 2017 Incremental Term B-2 Lenders.

"*Term B Loans*" means collectively, the Initial Term B Loans ~~and~~, the 2017 Rook Incremental Term B Loans, the 2017 Incremental Term B-1 Loans and the 2017 Incremental Term B-2 Loans.

"*Term B Loan Commitment*" means, collectively, the Initial Term B Loan Commitment ~~and~~, the 2017 Rook Incremental Term B Loan Commitment, the 2017 Incremental Term B-1 Loan Commitment and the 2017 Incremental Term B-2 Loan Commitment.

"*Term B Note*" is defined in Section 2.12(c).

"*Term Commitment Increase*" is defined in Section 2.14(a) hereof.

"*Term Facilities*" means, collectively, the Term A-3 Facility, the 2017 Incremental Term A-4 Facility, the Initial Term B Facility ~~and~~, the 2017 Rook Incremental Term B Facility, the 2017 Incremental Term B-1 Facility and the 2017 Incremental Term B-2 Facility.

"*Term Lenders*" means, collectively, the Term ~~A-3~~A Lenders and the Term B Lenders.

"*Term Loans*" means, collectively, the Term ~~A-3~~A Loans and the Term B Loans.

"*Term Loan Commitments*" means, collectively, the Initial Term Loan Commitments ~~and~~, the 2017 Rook Incremental Term B Loan Commitments and the 2017 Incremental Term Loan Commitments.

"*Term Loan Percentage*" means any or all of the Term A-3 Loan Percentage, the 2017 Incremental Term A-4 Loan Percentage, the Initial Term B Loan Percentage ~~and~~, the 2017 Rook Incremental Term B Loan Percentage, the 2017 Incremental Term B-1 Loan Percentage and the 2017 Incremental Term B-2 Loan Percentage, as the context requires.

"*Term Note*" means any of the Term ~~A-3~~A Notes and the Term B Notes, as the context requires.

"*Termination Date*" is defined in the lead-in to Article 6 hereof.

"*Total Consideration*" means the total amount (but without duplication) of (a) cash paid in connection with any Acquisition, *plus* (b) Indebtedness for borrowed money payable to the seller in connection with such Acquisition, *plus* (c) the fair market value of any equity securities, including any warrants or options therefor, delivered to the seller in connection with any Acquisition, *plus* (d) the amount of Indebtedness assumed in connection with any Acquisition.

"*Total Funded Debt*" means, at any time the same is to be determined, the aggregate amount of all Indebtedness under clauses (a), (c), (d) and (e) (to the extent, in the case of clause (e), that such obligations are funded obligations that have not been reimbursed within two (2) Business Days following the funding thereof) of such definition of the Borrower and its Restricted Subsidiaries as determined on a consolidated basis in accordance with GAAP.

"*tranche*" is defined in Section 2.15(a) hereof.

"*Transaction Expenses*" means any fees, costs or expenses incurred or paid by the Borrower or any of its Restricted Subsidiaries in connection with the Transactions (including OID).

"*Transactions*" means, collectively, (a) the transactions contemplated by this Agreement and the other Loan Documents (including the Second Restatement Agreement) and (b) the payment of the Transaction Expenses.

"*Treasury Regulations*" means the regulations issued by the Internal Revenue Service under the Code, as such regulations may be amended from time to time.

"*Trust Funds*" means cash and Cash Equivalents comprised of (a) funds used or to be used for payroll and payroll taxes and other employee benefit payments to or for the benefit of any employees of Holdco, the Borrower and its Subsidiaries, (b) funds used or to be used to pay all taxes required to be collected, remitted or withheld (including U.S. federal and state withholding taxes (including the employer's share thereof)) by or on behalf of Holdco, the Borrower and its Subsidiaries, (c) any other funds which any Loan Party holds as an escrow or fiduciary for the benefit of another Person and (d) all deposit, securities and commodities accounts solely containing Trust Funds.

"*UCC*" means the Uniform Commercial Code as in effect from time to time (except as otherwise specified) in any applicable state or jurisdiction.

"*Unfunded Vested Liabilities*" means, for any Plan at any time, the amount (if any) by which the present value of all vested nonforfeitable accrued benefits under such Plan exceeds the fair market value of all Plan assets allocable to such benefits, all determined as of the then most recent valuation date for such Plan, but only to the extent that such excess represents a potential liability of a member of the Controlled Group to the PBGC or the Plan under Title IV of ERISA.

"*Unrestricted Subsidiary*" means (a) any Subsidiary designated by the Borrower as an Unrestricted Subsidiary pursuant to Section 6.9 subsequent to the Original Closing Date and (b) any Subsidiary of an Unrestricted Subsidiary.

"*Unused Revolving Credit Commitments*" means, at any time, the difference between the Revolving Credit Commitments then in effect and the aggregate outstanding principal amount of Revolving Loans and L/C Obligations; *provided* that Swing Loans outstanding from time to time shall not be deemed to reduce the Unused Revolving Credit Commitment of the Lenders for purposes of computing the Commitment Fee under Section 2.13(a) hereof.

"*Vantiv*" means Vantiv Inc., a Delaware corporation.

"*Voting Stock*" of any Person means capital stock or other Equity Interests of any class or classes (however designated) having ordinary power for the election of directors or other similar

governing body of such Person (including, without limitation, general partners of a partnership), other than stock or other Equity Interests having such power only by reason of the happening of a contingency.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the quotient obtained by dividing:

(a) sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness multiplied by the amount of such payment; by

(b) sum of all such payments.

"*Welfare Plan*" means a "welfare plan" as defined in Section 3(1) of ERISA.

"*Wholly-owned Subsidiary*" means, at any time, any Subsidiary of which all of the issued and outstanding shares of capital stock (other than directors' qualifying shares and shares held by a resident of the jurisdiction, in each case, as required by law) or other Equity Interests are owned by any one (1) or more of the Borrower and the Borrower's other Wholly-owned Subsidiaries at such time.

"*Worldpay Acquisition*" means the acquisition by Borrower and Vantiv UK Limited of the entire issued ordinary share capital of Worldpay Group plc, a public limited liability company incorporated under the laws of England and Wales with registered number 08762327 to be consummated by way of Scheme or Offer in accordance with and on the terms of the Acquisition Documents.

"*Write-Down and Conversion Powers*" means with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.2 *Interpretation*. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) (i) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(ii) Unless otherwise specified therein, references in a particular agreement to an Exhibit, Schedule, Article, Section, clause or sub-clause refer to the appropriate Exhibit or Schedule to, or Article, Section, clause or sub-clause in, such agreement.

(iii) The term "including" is by way of example and not limitation.

(iv) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(v) Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns.

(vi) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including".

(vii) The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(viii) Unless the context requires otherwise, any definition of or reference to any agreement, instrument or other document herein or in any Loan Document shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified, extended, refinanced or replaced (subject to any restrictions or qualifications on such amendments, restatements, amendment and restatements, supplements or modifications, extensions, refinancings or replacements set forth herein or in any other Loan Document).

(c) All references to time of day herein are references to New York City, New York time unless otherwise specifically provided.

(d) Where the character or amount of any asset or liability or item of income or expense is required to be determined or any consolidation or other accounting computation is required to be made for the purposes of this Agreement, it shall be done in accordance with GAAP, (a) except as otherwise provided herein in the definition of "*Capital Lease*" and (b) without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities by the Borrower or any Subsidiary at "fair value," as defined therein and (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Account Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

(e) All terms that are used in this Agreement or any other Loan Document which are defined in the UCC of the State of New York shall have the same meanings herein as such terms are defined in the New York UCC, unless this Agreement or such other Loan Document shall otherwise specifically provide.

(f) In calculating the Leverage Ratio and/or the Senior Secured Leverage Ratio for purposes of determining the permissibility of any incurrence of Indebtedness hereunder, including under the Ratio-Based Incremental Amount, the amount of any Indebtedness incurred in reliance on a provision of this Agreement that does not require compliance with a Leverage Ratio and/or Senior Secured Leverage Ratio test, substantially concurrently with any Indebtedness incurred in reliance on a provision of this Agreement that requires compliance with a Leverage Ratio and/or Senior Secured Leverage Ratio test, shall be disregarded in the calculation of Indebtedness for purposes of such Leverage Ratio and/or Secured Leverage Ratio test; *provided*, that notwithstanding the foregoing, any provision of this Agreement requiring Pro Forma Compliance with Section 6.22 (or any part thereof), including in connection with a transaction, such as a Permitted Acquisition, must be satisfied on a Pro Forma Basis, including for the incurrence of Indebtedness, regardless of the provision under which such Indebtedness is or will be incurred.

(g) Notwithstanding anything to the contrary herein, financial ratios and tests (including the Leverage Ratio, the Senior Secured Leverage Ratio and the ratio of Consolidated EBITDA to Interest Expense (and the components of each of the foregoing) and the amount of Consolidated Total Assets, but excluding Excess Cash Flow and the CNI Growth Amount (and the components of each of the foregoing)) contained in this Agreement that are calculated with respect to any test period shall be calculated on a Pro Forma Basis.

(h) Notwithstanding anything to the contrary in this Agreement, with respect to the incurrence of any Indebtedness (including any Incremental Facility or Incremental Equivalent Debt) the proceeds of which are to be used by the Borrower or any Subsidiary to finance, in whole or in part, a Permitted Acquisition, any other Investment permitted under Section 6.17, a redemption or prepayment of Indebtedness or a Restricted Payment permitted under Section 6.18 (in each case, to the extent the consummation of such acquisition, investment, redemption, prepayment or restricted payment is not conditioned on the availability of, or on obtaining, third party financing) (each such transaction, a "*Limited Conditionality Transaction*"), for purposes of determining (x) compliance with any financial ratio, (y) occurrence of Default or Event of Default or (z) availability under baskets, in each case, in connection with such Limited Conditionality Transaction and any related incurrence of Indebtedness or Liens under Section 6.14 or 6.15, the Borrower shall have the option of making any such determinations as of the date the definitive agreement related to such Limited Conditionality Transaction is signed (or as of the date the related irrevocable notice of redemption, prepayment or Restricted Payment is given, as applicable), and, following such date and prior to the earlier of the date on which such Limited Conditionality Transaction is consummated or the definitive agreement for such Limited Conditionality Transaction is terminated, such ratios and availability under applicable baskets shall be calculated on a Pro Forma Basis assuming such Limited Conditionality Transaction and any other Specified Transactions in connection therewith (including the incurrence of Indebtedness) have been consummated, except to the extent such calculation would result in a lower Leverage Ratio or Senior Secured Leverage Ratio or a higher ratio of Consolidated EBITDA to Interest Expense than would apply if such calculation was made without giving Pro Forma Effect to such Limited Conditionality Transaction, other Specified Transactions and Indebtedness.

Section 1.3 *Change in Accounting Principles*. If, after the First Restatement Effective Date, there shall occur any change in GAAP (except as otherwise provided herein in the definition of "*Capital Lease*") from those used in the preparation of the financial statements referred to in Section 6.1 hereof and such change shall result in a change in the method of calculation of any financial covenant, standard or term found in this Agreement, either the Borrower or the Required Lenders may by notice to the Lenders and the Borrower, respectively, require that the Lenders and the Borrower negotiate in good faith to amend such covenants, standards, and term so as equitably to reflect such change in accounting principles, with the desired result being that the criteria for evaluating the financial condition of the Borrower and its Restricted Subsidiaries shall be the same as if such change had not been made. No delay by the Borrower or the Required Lenders in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles. Until any such covenant, standard, or term is amended in accordance with this Section 1.2(g), financial covenants (and all related defined terms) shall be computed and determined in accordance with GAAP in effect prior to such change in accounting principles. Without limiting the generality of the foregoing, the Borrower shall neither be deemed to be in compliance with any covenant hereunder nor out of compliance with any covenant hereunder if such state of compliance or noncompliance, as the case may be, would not exist but for the occurrence of a change in accounting principles after the date hereof.

ARTICLE 2. The Loan Facilities.

Section 2.1 *The Term Loans*.

(a) Subject to the terms and conditions set forth herein and in the Second Restatement Agreement, each Term A-3 Lender agrees, severally and not jointly, to and shall make a term loan (each individually, a "*Term A-3 Loan*" and, collectively, the "*Term A-3 Loans*") in Dollars to the Borrower on the Second Restatement Effective Date (including, with respect to its Existing Term A Loans to be converted into Term A-3 Loans pursuant to the Second Restatement Agreement, by way of conversion of such Existing Term A Loans into Term A-3 Loans) in a principal amount not to exceed such Term A-3 Lender's Term A-3 Loan Commitment.

(b) Subject to the terms and conditions set forth herein and in the Second Restatement Agreement, each Initial Term B Lender agrees, severally and not jointly, to and shall make a term loan (each individually, an "*Initial Term B Loan*" and, collectively, the "*Initial Term B Loans*") in Dollars to the Borrower on the Second Restatement Effective Date (including, with respect to any Existing Term B Loans to be converted into Initial Term B Loans pursuant to the Second Restatement Agreement, by way of conversion of such Existing Term B Loans into Initial Term B Loans) in a principal amount not to exceed such Initial Term B Lender's Initial Term B Loan Commitment.

(c) Subject to the terms and conditions set forth in Section 4 of the Incremental Amendment No. 2, each 2017 Rook Incremental Term B Lender agrees, severally and not jointly, to and shall make, on the 2017 Rook Incremental Funding Date, a 2017 Rook Incremental Term B Loan in Dollars to the Borrower in a principal amount equal to such 2017 Rook Incremental Term B Lender's 2017 Rook Incremental Term B Loan Commitment.

(d) Subject to the terms and conditions set forth herein and in the Incremental Amendment No. 3 (including, for the avoidance of doubt, Section 3.2 hereof), each 2017 Incremental Term A-4 Lender agrees, severally and not jointly, to and shall make, on or prior to the date falling on the last day of the Certain Funds Period, a 2017 Incremental Term A-4 Loan in Dollars to the Borrower in a principal amount equal to such 2017 Incremental Term A-4 Lender's 2017 Incremental Term A-4 Loan Commitment.

(e) Subject to the terms and conditions set forth herein and in the Incremental Amendment No. 3 (including, for the avoidance of doubt, Section 3.2 hereof), each 2017 Incremental Term B-1 Lender agrees, severally and not jointly, to and shall make, on or prior to the date falling on the last day of the Certain Funds Period, a 2017 Incremental Term B-1 Loan in Dollars to the Borrower in a principal amount equal to such 2017 Incremental Term B-1 Lender's 2017 Incremental Term B-1 Loan Commitment.

(f) Subject to the terms and conditions set forth herein and in the Incremental Amendment No. 3 (including, for the avoidance of doubt, Section 3.2 hereof), each 2017 Incremental Term B-2 Lender agrees, severally and not jointly, to and shall make, on or prior to the date falling on the last day of the Certain Funds Period, a 2017 Incremental Term B-2 Loan in Dollars to the Borrower in a principal amount equal to such 2017 Incremental Term B-2 Lender's 2017 Incremental Term B-2 Loan Commitment.

(g) ~~(d)~~ Notwithstanding any other provision of this Agreement to the contrary, no conversion or continuation of any Existing Term A Loan into a Term A-3 Loan or Existing Term B Loan into a Term A-3 Loan or an Initial Term B Loan on the Second Restatement Effective Date pursuant to the Second Restatement Agreement shall, in any case, constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement.

(h) ~~(e)~~ Amounts repaid or prepaid in respect of Term Loans may not be reborrowed.

Section 2.2 *Revolving Credit Commitments*. Prior to the Revolving Credit Termination Date, each Revolving Lender severally and not jointly agrees, subject to the terms and conditions hereof, to make revolving loans (each individually a "*Revolving Loan*" and, collectively, the "*Revolving Loans*") in Dollars to the Borrower from time to time up to the amount of such Lender's Revolving Credit Commitment in effect at such time; *provided*, *however*, that the sum of the aggregate principal amount of Revolving Loans, Swing Loans and L/C Obligations at any time outstanding shall not exceed the sum of the total Revolving Credit Commitments in effect at such time. Each Borrowing of Revolving Loans shall be made ratably by the Lenders in proportion to their respective Revolver Percentages. As provided in Section 2.5(a), and subject to the terms hereof, the Borrower may elect that each Borrowing of Revolving Loans be either Base Rate Loans or Eurodollar Loans. Revolving Loans may be repaid and reborrowed before the Revolving Credit Termination Date, subject to the terms and conditions hereof.

Section 2.3 *Letters of Credit General Terms*. Subject to the terms and conditions hereof, as part of the Revolving Facility, the L/C Issuer shall issue standby and documentary letters of credit (each a "*Letter of Credit*") for the Borrower's and its Subsidiaries' account in an aggregate undrawn face amount up to the L/C Sublimit; *provided*, *however*, that the sum of the Revolving Loans, Swing Loans and L/C Obligations at any time outstanding shall not exceed the sum of all Revolving Credit Commitments in effect at such time; and *provided further* that (i) no L/C Issuer shall have any obligation to issue any Letter of Credit if, after giving effect to such issuance, the aggregate L/C Obligations in respect of Letters of Credit issued by such L/C Issuer would exceed its Revolver Percentage of the Revolving Credit Commitments and (ii) Credit Suisse AG and its Affiliates (to the extent any such Person is an L/C Issuer) shall not be obligated to issue any documentary Letters of Credit. Each Revolving Lender shall be obligated to reimburse the L/C Issuer for such Revolving Lender's Revolver Percentage of the amount of each drawing under a Letter of Credit and, accordingly, each Letter of Credit shall constitute usage of the Revolving Credit Commitment of each Revolving Lender *pro rata* in an amount equal to its Revolver Percentage of the L/C Obligations then outstanding.

(b) *Applications*. At any time before the Revolving Credit Termination Date, the L/C Issuer shall, at the request of the Borrower, issue one (1) or more Letters of Credit in Dollars, in form and substance acceptable to the L/C Issuer, with expiration dates no later than the earlier of (i) 12 months from the date of issuance (or which are cancelable not later than 12 months from the date of issuance and each renewal) or (ii) five (5) Business Days prior to the Revolving Credit Termination Date, in an aggregate face amount as requested by the Borrower subject to the limitations set forth in clause (a) of this Section 2.3, upon the receipt of a duly executed application for the relevant Letter of Credit in the form then customarily prescribed by the L/C Issuer for the Letter of Credit requested (each an "*Application*"); *provided* that any Letter of Credit with a 12-month tenor may provide for the renewal thereof for additional 12-month periods (which shall in no event extend beyond the date referred to in clause (ii) above, unless an L/C Backstop has been provided to the L/C Issuer thereof). Notwithstanding anything contained in any Application to the contrary: (i) the Borrower shall pay fees in connection with each Letter of Credit as set forth in Section 2.13(b) hereof, and (ii) if the L/C Issuer is not timely reimbursed for the amount of any drawing under a Letter of Credit as required pursuant to clause (c) of this Section 2.3, the Borrower's obligation to reimburse the L/C Issuer for the amount of such drawing shall bear interest (which the Borrower hereby promises to pay) from and after the date such drawing is

paid to but excluding the date of reimbursement by the Borrower at a rate per annum equal to the sum of 2.00% *plus* the Applicable Margin *plus* the Base Rate from time to time in effect (computed on the basis of a year of 365 or 366 days, as the case may be, and the actual number of days elapsed). Without limiting the foregoing, the L/C Issuer's obligation to issue a Letter of Credit or increase the amount of a Letter of Credit is subject to the terms or conditions of this Agreement (including the conditions set forth in Section 3.1 and the other terms of this Section 2.3).

(c) *The Reimbursement Obligations*. Subject to Section 2.3(b) hereof, the obligation of the Borrower to reimburse the L/C Issuer for all drawings under a Letter of Credit (a "*Reimbursement Obligation*") shall be governed by the Application related to such Letter of Credit and this Agreement, except that reimbursement shall be paid by no later than 2:00 p.m. one Business Day after such drawing has been paid if the Borrower has been informed of such drawing by the L/C Issuer on or before 10:00 a.m. on the date when such drawing is to be paid or, if notice of such drawing is given to the Borrower after 10:00 a.m. reimbursement shall be made within two Business Days following the date when such drawing is to be paid, by the end of such day, in all instances in immediately available funds at the Administrative Agent's principal office in New York, New York or such other office as the Administrative Agent may designate in writing to the Borrower, and the Administrative Agent shall thereafter cause to be distributed to the L/C Issuer such amount(s) in like funds. If the Borrower does not make any such reimbursement payment on the date due and the Participating Lenders fund their participations in the manner set forth in Section 2.3(d) below, then all payments thereafter received by the Administrative Agent in discharge of any of the relevant Reimbursement Obligations shall be distributed in accordance with Section 2.3(d) below. In addition, for the benefit of the Administrative Agent, the L/C Issuer and each Lender, the Borrower agrees that, notwithstanding any provision of any Application, its obligations under this Section 2.3(c) and each Application shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement and the Applications, under all circumstances whatsoever, and irrespective of any claim or defense that the Borrower may otherwise have against the Administrative Agent, the L/C Issuer or any Lender, including without limitation (i) any lack of validity or enforceability of any Loan Document; (ii) any amendment or waiver of or any consent to departure from all or any of the provisions of any Loan Document; (iii) the existence of any claim of set-off the Borrower may have at any time against a beneficiary of a Letter of Credit (or any Person for whom a beneficiary may be acting), the Administrative Agent, the L/C Issuer, any Lender or any other Person, whether in connection with this Agreement, another Loan Document, the transaction related to the Loan Document or any unrelated transaction; (iv) any statement or any other document presented under a Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; (v) payment by the Administrative Agent or an L/C Issuer under a Letter of Credit against presentation to the Administrative Agent or a L/C Issuer of a draft or certificate that does not comply with the terms of the Letter of Credit; *provided* that the Administrative Agent's or L/C Issuer's determination that documents presented under the Letter of Credit complied with the terms thereof did not constitute gross negligence, bad faith or willful misconduct of the Administrative Agent or L/C Issuer; or (vi) any other act or omission to act or delay of any kind by the Administrative Agent or an L/C Issuer, any Lender or any other Person or any other event or circumstance whatsoever that might, but for the provisions of this Section 2.3(c), constitute a legal or equitable discharge of the Borrower's obligations hereunder or under an Application.

(d) *The Participating Interests*. Each Revolving Lender (other than the Lender acting as L/C Issuer) severally and not jointly agrees to purchase from the L/C Issuer, and the L/C Issuer hereby agrees to sell to each such Revolving Lender (a "*Participating Lender*"), an undivided participating interest (a "*Participating Interest*") to the extent of its Revolver Percentage in each Letter of Credit issued by, and each Reimbursement Obligation owed to, the L/C Issuer. Upon the Borrower's failure to pay any Reimbursement Obligation on the date and at the time required, or if the L/C Issuer is required at any time to return to the Borrower or to a trustee, receiver, liquidator, custodian or other Person any portion of any

payment of any Reimbursement Obligation, each Participating Lender shall, not later than the Business Day it receives a certificate in the form of Exhibit A hereto from the L/C Issuer (with a copy to the Administrative Agent) to such effect, if such certificate is received before 12:00 noon, or not later than 12:00 noon the following Business Day, if such certificate is received after such time, pay to the Administrative Agent for the account of the L/C Issuer an amount equal to such Participating Lender's Revolver Percentage of such unpaid Reimbursement Obligation together with interest on such amount accrued from the date the L/C Issuer made the related payment to the date of such payment by such Participating Lender at a rate per annum equal to: (i) from the date the L/C Issuer made the related payment to the date two (2) Business Days after payment by such Participating Lender is due hereunder, the Federal Funds Rate for each such day and (ii) from the date two (2) Business Days after the date such payment is due from such Participating Lender to the date such payment is made by such Participating Lender, the Base Rate in effect for each such day. Each such Participating Lender shall, after making its appropriate payment, be entitled to receive its Revolver Percentage of each payment received in respect of the relevant Reimbursement Obligation and of interest paid thereon, with the L/C Issuer retaining its Revolver Percentage thereof as a Revolving Lender hereunder.

The several obligations of the Participating Lenders to the L/C Issuer under this Section 2.3 shall be absolute, irrevocable and unconditional under any and all circumstances and shall not be subject to any set-off, counterclaim or defense to payment which any Participating Lender may have or has had against the Borrower, the L/C Issuer, the Administrative Agent, any Lender or any other Person. Without limiting the generality of the foregoing, such obligations shall not be affected by any Default or Event of Default or by any reduction or termination of the Revolving Credit Commitment of any Revolving Lender, and each payment by a Participating Lender under this Section 2.3 shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) *Indemnification*. The Participating Lenders shall, to the extent of their respective Revolver Percentages, indemnify the L/C Issuer (to the extent not reimbursed by the Borrower) against any cost, expense (including reasonable counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from the L/C Issuer's gross negligence or willful misconduct) that the L/C Issuer may suffer or incur in connection with any Letter of Credit issued by it. The obligations of the Participating Lenders under this Section 2.3(e) and all other parts of this Section 2.3 shall survive termination of this Agreement and of all Applications, Letters of Credit, and all drafts and other documents presented in connection with drawings thereunder.

(f) *Manner of Requesting a Letter of Credit*. The Borrower shall provide at least three (3) Business Days' advance written notice to the Administrative Agent (or such lesser notice as the Administrative Agent and the L/C Issuer may agree in their sole discretion) of each request for the issuance of a Letter of Credit, each such notice to be accompanied by a properly completed and executed Application for the requested Letter of Credit and, in the case of an extension or amendment or an increase in the amount of a Letter of Credit, a written request therefor, in a form acceptable to the Administrative Agent and the L/C Issuer, in each case, together with the fees called for by this Agreement. The Administrative Agent shall promptly notify the L/C Issuer of the Administrative Agent's receipt of each such notice and the L/C Issuer shall promptly notify the Administrative Agent and the Lenders of the issuance of a Letter of Credit.

(g) *Conflict with Application*. In the event of any conflict or inconsistency between this Agreement and the terms of any Application, the terms of the Agreement shall control.

(h) *Existing Letters of Credit*. (i) Letters of credit issued or deemed issued under the First Amended and Restated Credit Agreement, if any, shall be deemed issued under the Revolving Facility.

(i) *Replacement of L/C Issuer*. An L/C Issuer may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced L/C Issuer and the successor L/C Issuer. The Administrative Agent shall notify the Lenders of any such replacement of an L/C Issuer. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced L/C Issuer pursuant to Section 2.13(b). From and after the effective date of any such replacement, (i) the successor L/C Issuer shall have all the rights and obligations of the replaced L/C Issuer under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "L/C Issuer" shall be deemed to refer to such successor or to any previous L/C Issuer, or to such successor and all previous L/C Issuers, as the context shall require. After the replacement of an L/C Issuer hereunder, the replaced L/C Issuer shall remain a party hereto and shall continue to have all the rights and obligations of such L/C Issuer under this Agreement with respect to Letters of Credit issued by it prior to such replacement but shall not be required to issue additional Letters of Credit.

(j) *Additional L/C Issuers*. From time to time, the Borrower may by notice to the Administrative Agent designate additional Lenders as an L/C Issuer each of which agrees (in its sole discretion) to act in such capacity and is reasonably satisfactory to the Administrative Agent. Each such additional L/C Issuer shall execute a counterpart of this Agreement upon the approval of the Administrative Agent (which approval shall not be unreasonably withheld) and shall thereafter be an L/C Issuer hereunder for all purposes.

(k) *Provisions Related to Extended Revolving Credit Commitments.* If the maturity date in respect of any tranche of Revolving Credit Commitments occurs prior to the expiration of any Letter of Credit, then (i) if one (1) or more other tranches of Revolving Credit Commitments in respect of which the maturity date shall not have occurred are then in effect, (x) the outstanding Revolving Loans shall be repaid pursuant to ~~Section 2.7(d)~~ Section 2.7(g) on such maturity date to the extent and in an amount sufficient to permit the reallocation of the Letter of Credit Usage relating to the outstanding Letters of Credit contemplated by clause (y) below and (y) such Letters of Credit shall automatically be deemed to have been issued (including for purposes of the obligations of the Revolving Lenders to purchase participations therein and to make payments in respect thereof pursuant to Section 2.3(d)) under (and ratably participated in by Revolving Lenders pursuant to) the Revolving Credit Commitments in respect of such non-terminating tranches up to an aggregate amount not to exceed the aggregate principal amount of the Revolving Credit Commitments in respect of such non-terminating tranches at such time (it being understood that (1) the participations therein of Revolving Lenders under the maturing tranche shall be correspondingly released and (2) no partial face amount of any Letter of Credit may be so reallocated) and (ii) to the extent not reallocated pursuant to the immediately preceding clause (i), but without limiting the obligations with respect thereto, the Borrower shall provide an L/C Backstop with respect to any such Letter of Credit in a manner reasonably satisfactory to the applicable L/C Issuer. If, for any reason, such L/C Backstop is not provided or the reallocation does not occur, the Revolving Lenders under the maturing tranche shall continue to be responsible for their participating interests in the Letters of Credit; *provided* that, notwithstanding anything to the contrary contained herein, upon any subsequent repayment of the Revolving Loans, the reallocation set forth in clause (i) shall automatically and concurrently occur to the extent of such repayment (it being understood that no partial face amount of any Letter of Credit may be so reallocated). Except to the extent of reallocations of participations pursuant to clause (i) of the second preceding sentence, the occurrence of a maturity date with respect to a given tranche of Revolving Credit Commitments shall have no effect upon (and shall not diminish) the percentage participations of the Revolving Lenders in any Letter of Credit issued before such maturity date. Commencing with the maturity date of any tranche of Revolving Credit Commitments, the L/C Sublimit under any tranche of Revolving Credit Commitments that has not so then matured shall be as agreed with such Revolving Lenders; *provided* that in no event shall such sublimit be less than the sum of (x) the Letter of Credit Usage with respect to the Revolving Lenders under such extended tranche immediately prior to such maturity date and (y) the face amount of the Letters of Credit reallocated to such tranche of Revolving Credit Commitments pursuant to clause (i) of the second preceding sentence above (assuming Revolving Loans are repaid in accordance with clause (i)(x)).

Section 2.4 *Applicable Interest Rates.*

(a) *Term Base Rate Loans*. Each Term Loan that is a Base Rate Loan made or maintained by a Lender shall bear interest (computed on the basis of a year of 360 days (or, at times when the Base Rate is based on the Prime Rate, 365 or 366 days, as the case may be) and the actual days elapsed) on the unpaid principal amount thereof from the date such Loan is advanced (or converted or continued pursuant to Section 2.1) or created by conversion from a Eurodollar Loan until, but excluding, the date of repayment thereof at a rate per annum equal to the sum of the Applicable Margin *plus* the Base Rate from time to time in effect, payable in arrears on the last Business Day of each March, June, September and December and at maturity (whether by acceleration or otherwise).

(b) *Term Eurodollar Loans*. Each Term Loan that is a Eurodollar Loan made or maintained by a Lender shall bear interest during each Interest Period it is outstanding (computed on the basis of a year of 360 days and actual days elapsed) on the unpaid principal amount thereof from the date such Loan is advanced (or converted or continued pursuant to Section 2.1), continued or created by conversion from a Base Rate Loan until, but excluding, the date of repayment thereof at a rate per annum equal to the sum of the Applicable Margin *plus* the Adjusted LIBOR applicable for such Interest Period, payable in arrears on the last day of the Interest Period and at maturity (whether by acceleration or otherwise), and, if the applicable Interest Period is longer than three (3) months, on each day occurring every three (3) months after the commencement of such Interest Period.

(c) *Revolving Base Rate Loans*. Each Revolving Loan that is a Base Rate Loan made or maintained by a Lender shall bear interest (computed on the basis of a year of 360 days (or, at times when the Base Rate is based on the Prime Rate, 365 or 366 days, as the case may be) and the actual days elapsed) on the unpaid principal amount thereof from the date such Loan is advanced or created by conversion from a Eurodollar Loan until, but excluding, the date of repayment thereof at a rate per annum equal to the sum of the Applicable Margin *plus* the Base Rate from time to time in effect, payable in arrears on the last Business Day of each March, June, September and December and at maturity (whether by acceleration or otherwise).

(d) *Revolving Eurodollar Loans*. Each Revolving Loan that is a Eurodollar Loan made or maintained by a Lender shall bear interest during each Interest Period it is outstanding (computed on the basis of a year of 360 days and actual days elapsed) on the unpaid principal amount thereof from the date such Loan is advanced, continued or created by conversion from a Base Rate Loan until, but excluding, the date of repayment thereof at a rate per annum equal to the sum of the Applicable Margin *plus* the Adjusted LIBOR applicable for such Interest Period, payable in arrears on the last day of the Interest Period and at maturity (whether by acceleration or otherwise), and, if the applicable Interest Period is longer than three (3) months, on each day occurring every three (3) months after the commencement of such Interest Period.

(e) *Default Rate*. While any Event of Default under Section 7.1(a) (with respect to the late payment of principal, interest, Reimbursement Obligations or fees), or Section 7.1(j) or (k) exists or after acceleration, the Borrower shall pay interest (after as well as before entry of judgment thereon to the extent permitted by law) on the overdue amounts of all Loans, Reimbursement Obligations, interest or fees owing hereunder by it at a rate per annum equal to 2.00% per annum *plus* (i) in the case of Loans, the interest rate otherwise applicable thereto and (ii) otherwise, the rate applicable to Revolving Loans that are Base Rate Loans. Such interest shall be paid on demand subject, except in the case of any Event of Default under Section 7.1(j) or (k), to the request of the Administrative Agent at the request or with the consent of the Required Lenders.

(f) *Rate Determinations*. The Administrative Agent shall determine each interest rate applicable to the Revolving Loans and the Reimbursement Obligations hereunder, and its determination thereof shall be conclusive and binding except in the case of manifest error.

Section 2.5 *Manner of Borrowing Loans and Designating Applicable Interest Rates*.

(a) *Notice to the Administrative Agent*. The Borrower shall give notice to the Administrative Agent by no later than 12:00 noon: (i) at least three (3) Business Days before the date on which the Borrower requests the Lenders to advance a Borrowing of Loans that are Eurodollar Loans and (ii) on the date the Borrower requests the Lenders to advance a Borrowing of Loans that are Base Rate Loans. The Loans included in each Borrowing of Loans shall bear interest initially at the type of rate specified in such notice. Thereafter, the Borrower may from time to time elect to change or continue the type of interest rate borne by each Borrowing of Loans or, subject to Section 2.6 hereof, a portion thereof, as follows: (i) if such Borrowing of Loans is of Eurodollar Loans, on the last day of the Interest Period applicable thereto, the Borrower may continue part or all of such Borrowing as Eurodollar Loans or convert part or all of such Borrowing into Base Rate Loans or (ii) if such Borrowing of Loans is of Base Rate Loans, on any Business Day, the Borrower may convert all or part of such Borrowing into Eurodollar Loans for an Interest Period or Interest Periods specified by the Borrower. The Borrower shall give all such notices requesting the advance, continuation or conversion of a Borrowing of Loans to the Administrative Agent by telephone or telecopy (which notice shall be irrevocable once given and, if by telephone, shall be promptly confirmed in writing), substantially in the form attached hereto as Exhibit B (Notice of Borrowing) or Exhibit C (Notice of Continuation/Conversion), as applicable, or in such other form acceptable to the Administrative Agent. Notice of the continuation of a Borrowing of Loans that are Eurodollar Loans for an additional Interest Period or of the conversion of part or all of a Borrowing of Loans that are Base Rate Loans into Eurodollar Loans must be given by no later than 12:00 noon at least three (3) Business Days before the date of the requested continuation or conversion. All notices concerning the advance, continuation or conversion of a Borrowing of Loans shall specify the date of the requested advance, continuation or conversion of a Borrowing of Loans (which shall be a Business Day), the amount of the requested Borrowing to be advanced, continued or converted, the type of Loans (Base Rate Loans or Eurodollar Loans) to comprise such new, continued or converted Borrowing and, if such Borrowing is to be comprised of Eurodollar Loans, the Interest Period applicable thereto. If no Interest Period is specified in any such notice with respect to any conversion to or continuation as a Eurodollar Borrowing, the Borrower shall be deemed to have selected an Interest Period of one (1) month's duration. The Borrower agrees that the Administrative Agent may rely on any such telephonic or telecopy notice given by any person the Administrative Agent in good faith believes is an Authorized Representative without the necessity of independent investigation (the Borrower hereby indemnifies the Administrative Agent from any liability or loss ensuing from such reliance) and, in the event any such notice by telephone conflicts with any written confirmation, such telephonic notice shall govern if the Administrative Agent has acted in reliance thereon.

(b) *Notice to the Lenders*. The Administrative Agent shall give prompt telephonic or telecopy notice to each Lender of any notice from the Borrower received pursuant to Section 2.5(a) above and, if such notice requests the Lenders to make Eurodollar Loans, the Administrative Agent shall give notice to the Borrower and each Lender of the interest rate applicable thereto promptly after the Administrative Agent has made such determination.

(c) *Borrower's Failure to Notify; Automatic Continuations and Conversions*. If the Borrower fails to give proper notice of the continuation or conversion of any outstanding Borrowing of Loans that are Eurodollar Loans before the last day of its then current Interest Period within the period required by Section 2.5(a) and such Borrowing is not prepaid in accordance with Section 2.8(a) or (b), such Borrowing shall, at the end of the Interest Period applicable thereto, automatically be converted into a Base Rate Borrowing. In the event the Borrower fails to give notice pursuant to Section 2.5(a) of a Borrowing of Loans equal to the amount of a Reimbursement Obligation and has not notified the Administrative Agent by 1:00 p.m. on the day such Reimbursement Obligation becomes due that it intends to repay such Reimbursement Obligation through funds not borrowed under this Agreement, the Borrower shall be deemed to have requested a Borrowing of Loans that are Base Rate Loans (or, at the option of the Administrative Agent, under the Swing Line) on such day in the amount of the Reimbursement Obligation then due, which Borrowing, if otherwise available hereunder, shall be applied to pay the Reimbursement Obligation then due.

(d) *Disbursement of Loans*. Not later than 2:00 p.m. on the date of any requested advance of a new Borrowing of Loans, subject to ARTICLE 3 hereof, each Lender shall make available its Loan comprising part of such Borrowing in funds immediately available at the principal office of the Administrative Agent in New York, New York. The Administrative Agent shall promptly wire transfer the proceeds of each new Borrowing of Loans to an account designated by the Borrower in the applicable notice of borrowing.

(e) *Administrative Agent Reliance on Lender Funding*. Unless the Administrative Agent shall have been notified by a Lender prior to (or, in the case of a Borrowing of Base Rate Loans, by 1:00 p.m. on such date) the date on which such Lender is scheduled to make payment to the Administrative Agent of the proceeds of a Loan (which notice shall be effective upon receipt) that such Lender does not intend to make such payment, the Administrative Agent may assume that such Lender has made such payment when due and the Administrative Agent, in reliance upon such assumption may (but shall not be required to) make available to the Borrower the proceeds of the Loan to be made by such Lender and, if any Lender has not in fact made such payment to the Administrative Agent, such Lender shall, on demand, pay to the Administrative Agent the amount made available to the Borrower attributable to such Lender together with interest thereon in respect of each day during the period commencing on the date such amount was made available to the Borrower and ending on (but excluding) the date such Lender pays such amount to the Administrative Agent at a rate per annum equal to: (i) from the date the related advance was made by the Administrative Agent to the date two (2) Business Days after payment by such Lender is due hereunder, the greater of, for each such day, (x) the Federal Funds Rate and (y) an overnight rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any standard administrative or processing fees charged by the Administrative Agent in connection with such Lender's non-payment and (ii) from the date two (2) Business Days after the date such payment is due from such Lender to the date such payment is made by such Lender, the Base Rate in effect for each such day. If such amount is not received from such Lender by the Administrative Agent immediately upon demand, the Borrower will, on demand, repay to the Administrative Agent the proceeds of the Loan attributable to such Lender with interest thereon at a rate per annum equal to the interest rate applicable to the relevant Loan, but without such payment being considered a payment or prepayment of a Loan under Section 8.1 hereof so that the Borrower will have no liability under such Section with respect to such payment.

Section 2.6 *Minimum Borrowing Amounts; Maximum Eurodollar Loans*. Each Borrowing of Base Rate Loans advanced under the applicable Facility shall be in an amount not less than $1.0 million or such greater amount that is an integral multiple of $1.0 million. Each Borrowing of Eurodollar Loans advanced, continued or converted under the applicable Facility shall be in an amount equal to $1.0 million or such greater amount that is an integral multiple of $1.0 million. Without the Administrative Agent's consent, there shall not be more than fifteen (15) Borrowings of Eurodollar Loans outstanding at any one time.

Section 2.7 *Maturity of Loans.*

(a) *Scheduled Payments of Term A-3 Loans*. Subject to Section 2.15, the Borrower shall make principal payments on the Term A-3 Loans in installments on the last Business Day of each March, June, September and December in each year, commencing with the calendar quarter ending March 31, 2017, in an aggregate amount equal to the following percentage of the aggregate principal amount of the Term A-3 Loans made (including by way of conversion from Existing Term A Loans or Existing Term B Loans) on the Second Restatement Effective Date: (i) for the first twelve (12) full fiscal quarters following the Second Restatement Effective Date, 1.25%; (ii) for the thirteenth (13th) through the sixteenth (16th) full fiscal quarters following the Second Restatement Effective Date, 1.875%; and (iii) for the seventeenth (17th) through the nineteenth (19th) full fiscal quarters following the Second Restatement Effective Date, 2.50%, in each case per fiscal quarter (which payments in each case shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.8(a), Section 2.8(c) and Section 2.8(e), as applicable); it being further agreed that a final payment comprised of all principal and interest not sooner paid on the Term A-3 Loans, shall be due and payable on October 14, 2021, the final maturity thereof (the "*Term A-3 Termination Date*").

(b) *Scheduled Payments of 2017 Incremental Term A-4 Loans*. Subject to Section 2.15, the Borrower shall make principal payments on the 2017 Incremental Term A-4 Loans in installments on the last Business Day of each March, June, September and December in each year, commencing with the calendar quarter ending March 31, 2018, in an aggregate amount equal to the following percentage of the aggregate principal amount of the Incremental Term A-4 Loans made on the Certain Funds Funding Date: (i) for the first twelve (12) full fiscal quarters following the Certain Funds Funding Date, 1.25%; (ii) for the thirteenth (13th) through the sixteenth (16th) full fiscal quarters following the Certain Funds Funding Date, 1.875%; and (iii) for the seventeenth (17th) through the nineteenth (19th) full fiscal quarters following the Certain Funds Funding Date, 2.50%, in each case per fiscal quarter (which payments in each case shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.8(a), Section 2.8(c) and Section 2.8(e), as applicable); it being further agreed that a final payment comprised of all principal and interest not sooner paid on the 2017 Incremental Term A-4 Loans, shall be due and payable on the fifth anniversary of the Certain Funds Funding Date, the final maturity thereof (the "*2017 Incremental Term A-4 Termination Date*").

(c) ~~(b)~~ *Scheduled Payments of Initial Term B Loans*. Subject to Section 2.15, the Borrower shall make principal payments on the Initial Term B Loans in installments on the last Business Day of each March, June, September and December in each year, commencing with the calendar quarter ending March 31, 2017, in an aggregate amount equal to 0.25% of the aggregate principal amount of the Initial Term B Loans made (including by way of conversion from Existing Term B Loans) on the Second Restatement Effective Date, in each case per fiscal quarter (which payments in each case shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.8(a), Section 2.8(c) and Section 2.8(e), as applicable); it being further agreed that a final payment comprised of all principal and interest not sooner paid on the Initial Term B Loans, shall be due and payable on October 14, 2023, the final maturity thereof (the "*Initial Term B Termination Date*").

(d) ~~(c)~~ *Scheduled Payments of 2017 Rook Incremental Term B Loans*. Subject to Section 2.15, the Borrower shall make principal payments on the 2017 Rook Incremental Term B Loans in installments on the last Business Day of each March, June, September and December in each year, commencing with the calendar quarter ending March 31, 2018, in an aggregate amount equal to 0.25% of the aggregate principal amount of the 2017 Rook Incremental Term B Loans made on the 2017 Rook Incremental Funding Date, in each case per fiscal quarter (which payments in each case shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.8(a), Section 2.8(c) and Section 2.8(e), as applicable); it being further agreed that a final payment comprised of all principal and interest not sooner paid on the 2017 Rook Incremental Term B Loans, shall be due and payable on the seventh anniversary of the 2017 Rook Incremental Funding Date, the final maturity thereof (the "*2017 Rook Incremental Term B Termination Date*").

(e) *Scheduled Payments of 2017 Incremental Term B-1 Loans*. Subject to Section 2.15, the Borrower shall make principal payments on the 2017 Incremental Term B-1 Loans in installments on the last Business Day of each March, June, September and December in each year, commencing with the calendar quarter ending March 31, 2018, in an aggregate amount equal to 0.25% of the aggregate principal amount of the 2017 Incremental Term B-1 Loans made on the Certain Funds Funding Date, in each case per fiscal quarter (which payments in each case shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.8(a), Section 2.8(c) and Section 2.8(e), as applicable); it being further agreed that a final payment comprised of all principal and interest not sooner paid on the 2017 Incremental Term B-1 Loans, shall be due and payable on the seventh anniversary of the Certain Funds Funding Date, the final maturity thereof (the "*2017 Incremental Term B-1 Termination Date*").

(f) Scheduled Payments of 2017 Incremental Term B-2 Loans. Subject to Section 2.15, the Borrower shall make principal payments on the 2017 Incremental Term B-2 Loans in installments on the last Business Day of each March, June, September and December in each year, commencing with the calendar quarter ending March 31, 2018, in an aggregate amount equal to 0.25% of the aggregate principal amount of the 2017 Incremental Term B-2 Loans made on the Certain Funds Funding Date, in each case per fiscal quarter (which payments in each case shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.8(a), Section 2.8(c) and Section 2.8(e), as applicable); it being further agreed that a final payment comprised of all principal and interest not sooner paid on the 2017 Incremental Term B-2 Loans, shall be due and payable on the seventh anniversary of the Certain Funds Funding Date, the final maturity thereof (the "2017 Incremental *Term B-2 Termination Date*").

(g) (d) *Revolving Loans*. Each Revolving Loan, both for principal and interest, shall mature and become due and payable by the Borrower on the Revolving Credit Termination Date.

Section 2.8 *Prepayments*.

(a) Voluntary Prepayments of Term Loans.

(i) The Borrower may, at its option, upon notice as herein provided, prepay without premium or penalty (subject to the requirements of SectionSections 2.8(a)(ii) and, 2.8(a)(iii) and 2.8(a)(iv) below and except as set forth in Section 8.1 below) at any time all, or from time to time any part of, the Term Loans, in each case, in a minimum aggregate amount of $5.0 million or such greater amount that is an integral multiple of $1.0 million or, if less, the entire principal amount thereof then outstanding. The Borrower will give the Administrative Agent written notice (or telephone notice promptly confirmed by written notice) of each optional prepayment under this Section 2.8(a) prior to 12:00 noon (New York time) at least one (1) Business Day in the case of Base Rate Loans and three (3) Business Days in the case of Eurodollar Loans prior to the date fixed for such prepayment (which notice may be revoked at the Borrower's option). Each such notice shall specify the date of such prepayment (which shall be a Business Day), the principal amount of such Term Loans to be prepaid and the interest to be paid on the prepayment date with respect to such principal amount being repaid. Any prepayments made pursuant to this Section 2.8(a) shall be applied against the Class of Term Loans and the remaining scheduled installments of principal due in respect of such Term Loans in the manner specified by the Borrower or, if not so specified on or prior to the date of such optional prepayment, on a *pro rata* basis to all Classes of Term Loans in direct order of maturity and may not be reborrowed.

(ii) In the event that, on or prior to the date that is twelve (12) months after the Second Restatement Effective Date, the Borrower (x) prepays, repays, refinances, substitutes or replaces any Initial Term B Loans in connection with a Repricing Transaction (including, for the avoidance of doubt, any prepayment made pursuant to Section 2.8(c)(i) that constitutes a Repricing Transaction), or (y) effects any amendment, waiver or other modification of, or consent under, this Agreement resulting in a Repricing Transaction, the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Initial Term B Lenders, (A) in the case of clause (x), a premium of 1.00% of the aggregate principal amount of the Initial Term B Loans so prepaid, repaid, refinanced, substituted or replaced and (B) in the case of clause (y), a fee equal to 1.00% of the aggregate principal amount of the Initial Term B Loans outstanding immediately prior to such amendment, waiver, modification or consent that are the subject of such Repricing Transaction. If, on or prior to the date that is twelve (12) months after the Second Restatement Effective Date, all or any portion of the Initial Term B Loans held by any Initial Term B Lender are prepaid, repaid, refinanced, substituted or replaced pursuant to Section 8.5 as a result of, or in connection with, such Initial Term B Lender being a Non-Consenting Lender with respect to any amendment, waiver, modification or consent referred to in clause (y) above (or otherwise in connection with a Repricing Transaction), such prepayment, repayment, refinancing, substitution or replacement will be made at 101% of the principal amount so prepaid, repaid, refinanced, substituted or replaced. All such amounts shall be due and payable on the date of effectiveness of such Repricing Transaction.

(iii) In the event that, on or prior to the date that is six (6) months after the 2017 Rook Incremental Allocation Date, the Borrower (x) prepays, repays, refinances, substitutes or replaces any 2017 Rook Incremental Term B Loans in connection with a Repricing Transaction (including, for the avoidance of doubt, any prepayment made pursuant to Section 2.8(c)(i) that constitutes a Repricing Transaction), or (y) effects any amendment, waiver or other modification of, or consent under, this Agreement resulting in a Repricing Transaction with respect to the 2017 Rook Incremental Term B Loans, the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable 2017 Rook Incremental Term B Lenders, (A) in the case of clause (x), a premium of 1.00% of the aggregate principal amount of the 2017 Rook Incremental Term B Loans so prepaid, repaid, refinanced, substituted or replaced and (B) in the case of clause (y), a fee equal to 1.00% of the aggregate principal amount of the 2017 Rook Incremental Term B Loans outstanding immediately prior to such amendment, waiver, modification or consent that are the subject of such Repricing Transaction. If, on or prior to the date that is six (6) months after the 2017 Rook Incremental Allocation Date, all or any portion of the 2017 Rook Incremental Term B Loans held by any 2017 Rook Incremental Term B Lender are prepaid, repaid, refinanced, substituted or replaced pursuant to Section 8.5 as a result of, or in connection with, such 2017 Rook Incremental Term B Lender being a Non-Consenting Lender with respect to any amendment, waiver, modification or consent referred to in clause (y) above (or otherwise in connection with a Repricing Transaction), such prepayment, repayment, refinancing, substitution or replacement will be made at 101% of the principal amount so prepaid, repaid, refinanced, substituted or replaced. All such amounts shall be due and payable on the date of effectiveness of such Repricing Transaction.

(iv) In the event that, on or prior to the date that is six (6) months after the Certain Funds Funding Date, the Borrower (x) prepays, repays, refinances, substitutes or replaces any 2017 Incremental Term B Loans in connection with a Repricing Transaction (including, for the avoidance of doubt, any prepayment made pursuant to Section 2.8(c)(i) that constitutes a

Repricing Transaction), or (y) effects any amendment, waiver or other modification of, or consent under, this Agreement resulting in a Repricing Transaction with respect to any 2017 Incremental Term B Loan, the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Term B Lenders, (A) in the case of clause (x), a premium of 1.00% of the aggregate principal amount of the 2017 Incremental Term B Loans so prepaid, repaid, refinanced, substituted or replaced and (B) in the case of clause (y), a fee equal to 1.00% of the aggregate principal amount of the 2017 Incremental Term B Loans outstanding immediately prior to such amendment, waiver, modification or consent that are the subject of such Repricing Transaction. If, on or prior to the date that is six (6) months after the Certain Funds Funding Date, all or any portion of the 2017 Incremental Term B Loans held by any Term B Lender are prepaid, repaid, refinanced, substituted or replaced pursuant to Section 8.5 as a result of, or in connection with, such Term B Lender being a Non-Consenting Lender with respect to any amendment, waiver, modification or consent referred to in clause (y) above (or otherwise in connection with a Repricing Transaction), such prepayment, repayment, refinancing, substitution or replacement will be made at 101% of the principal amount so prepaid, repaid, refinanced, substituted or replaced. All such amounts shall be due and payable on the date of effectiveness of such Repricing Transaction.

(b) V*oluntary Prepayments of Revolving Loans and Swing Loans*. The Borrower may prepay without premium or penalty (except as set forth in Section 8.1 below) and in whole or in part any Borrowing of (i) Revolving Loans that are Eurodollar Loans at any time upon at least three (3) Business Days prior notice by the Borrower to the Administrative Agent, (ii) Revolving Loans that are Base Rate Loans at any time upon at least one (1) Business Day's prior notice by the Borrower to the Administrative Agent (in the case of each of clauses (i) and (ii), such notice must be in writing (or telephone notice promptly confirmed by written notice) and received by the Administrative Agent prior to 2:00 p.m. (New York time) on such date) or (iii) Swing Loans at any time without prior notice, in each case, such prepayment to be made by the payment of the principal amount to be prepaid and, in the case of any Eurodollar Loans, accrued interest thereon to the date fixed for prepayment plus any amounts due the Lenders under Section 8.1; *provided*, *however*, that the Borrower may not partially repay a Borrowing (other than a Borrowing of Swing Loans) (i) if such Borrowing is of Base Rate Loans, in a principal amount less than $0.5 million, and (ii) if such Borrowing is of Eurodollar Loans, in a principal amount less than $1.0 million, except, in each case, in such lesser amount of the entire principal amount thereof then outstanding.

(c) *Mandatory Prepayments*.

(i) If the Borrower or any Restricted Subsidiary shall at any time or from time to time incur any Indebtedness (other than with respect to any Indebtedness permitted to be incurred pursuant to Section 6.14 (other than Refinancing Indebtedness in respect of the Term Loans)), then (x) the Borrower shall promptly notify the Administrative Agent of such Indebtedness (including the amount of the estimated Net Cash Proceeds to be received by the Borrower or such Restricted Subsidiary in respect thereof) and (y) promptly upon receipt by the Borrower or the Restricted Subsidiary of the Net Cash Proceeds from the incurrence of such Indebtedness, the Borrower shall prepay the Term Loans in an aggregate amount equal to 100.00% of the amount of all such Net Cash Proceeds, net of underwriting discounts and commissions and other reasonable costs and expenses associated therewith, including reasonable legal fees and expenses. The amount of each such prepayment shall be applied to the outstanding Term Loans of each Class, *pro rata*, until paid in full; *provided* that, in the case of any prepayment under this clause (i) made using the Net Cash Proceeds of any Refinancing Indebtedness, each such prepayment shall be applied (A) first, to the Class or Classes of Term Loans, as directed by the Borrower, with the earliest maturity date (ratably among Classes, if

multiple Classes exist with the same maturity date), until all such Term Loans of such Class or Classes have been repaid or terminated in full and (B) thereafter, to the successive Class or Classes of Term Loans with the next earliest maturity date (ratably among such Classes, if multiple Classes exist with the same maturity date), and so on, until 100% of Net Cash Proceeds of such Refinancing Indebtedness has been applied to the Term Loans as required under this clause (i).

(ii) If the Borrower or any Restricted Subsidiary shall at any time or from time to time make a Disposition or shall suffer an Event of Loss resulting in Net Cash Proceeds in excess of $10.0 million in a single transaction or in a series of related transactions or $20.0 million in the aggregate for all such Dispositions or Events of Loss during such fiscal year, then (x) the Borrower shall promptly notify the Administrative Agent of such Disposition or Event of Loss (including the amount of the estimated Net Cash Proceeds to be received by the Borrower or such Restricted Subsidiary in respect thereof) and (y) promptly upon receipt by the Borrower or the Restricted Subsidiary of the Net Cash Proceeds of such Disposition or such Event of Loss, the Borrower shall prepay the Term Loans in an aggregate amount equal to 100.00% of the amount of all such Net Cash Proceeds in excess of the amount specified above; *provided* that, in the case of each Disposition and Event of Loss, if the Borrower states in its notice of such event that the Borrower or the applicable Restricted Subsidiary intends to invest or reinvest, as applicable, within one (1) year of the applicable Disposition or receipt of Net Cash Proceeds from an Event of Loss, the Net Cash Proceeds thereof in assets used or useful in the operations of the Borrower or its Subsidiaries, then so long as no Event of Default then exists, the Borrower shall not be required to make a mandatory prepayment under this Section in respect of such Net Cash Proceeds to the extent such Net Cash Proceeds are actually invested or reinvested within such one-year period, or the Borrower or a Restricted Subsidiary has committed to so invest or reinvest such Net Cash Proceeds during such one-year period and such Net Cash Proceeds are so reinvested within 180 days after the expiration of such one-year period; *provided*, *however*, that if any Net Cash Proceeds have not been so invested or reinvested prior to the expiration of the applicable period, the Borrower shall promptly prepay the Term Loans in the amount of such Net Cash Proceeds in excess of the amount specified above not so invested or reinvested; *provided, further,* that if, at the time that any such prepayment would be required hereunder, the Borrower is required to prepay or offer to repurchase any other Indebtedness secured on a *pari passu* basis (or any Refinancing Indebtedness in respect thereof that is secured on a *pari passu* basis) with the Obligations pursuant to the terms of the documentation governing such Indebtedness with such Net Cash Proceeds (such Indebtedness (or Refinancing Indebtedness in respect thereof) required to be prepaid or offered to be so repurchased, the "*Other Applicable Indebtedness*"), then the Borrower may apply such Net Cash Proceeds on a pro rata basis to the prepayment of the Term Loans and to the repurchase or prepayment of the Other Applicable Indebtedness (determined on the basis of the aggregate outstanding principal amount of the Term Loans and Other Applicable Indebtedness (or accreted amount if such Other Applicable Indebtedness is issued with original issue discount) at such time; *provided* that the portion of such Net Cash Proceeds allocated to the Other Applicable Indebtedness shall not exceed the amount of such Net Cash Proceeds required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof, and the remaining amount, if any, of such Net Cash Proceeds shall be allocated to the Term Loans in accordance with the terms hereof), and the amount of the prepayment of the Term Loans that would have otherwise been required pursuant to this Section 2.8(c)(ii) shall be reduced accordingly; *provided*, *further,* that to the extent the holders of the Other Applicable Indebtedness decline to have such Indebtedness prepaid or repurchased, the declined amount shall promptly be applied to prepay the Term Loans in accordance with the terms hereof. The amount of each such prepayment shall be applied to the outstanding Term Loans of each Class *pro rata*, until paid in full.

(iii) No later than the fifth Business Day after the date on which financial statements with respect to each fiscal year of the Borrower are required to be delivered pursuant to Section 6.1(b) (beginning with the fiscal year ended December 31, 2017), the Borrower shall prepay the then outstanding Term B Loans by an amount equal to (A) 50% of Excess Cash Flow of the Borrower and its Restricted Subsidiaries for the most recently completed fiscal year of the Borrower; *provided* that the foregoing percentage shall be reduced to 25% when the Senior Secured Leverage Ratio calculated on a Pro Forma Basis as of the last day of the relevant fiscal year is equal to or less than 4.25:1.00, and 0% when the Senior Secured Leverage Ratio calculated on a Pro Forma Basis as of the last day of the relevant fiscal year is equal to or less than 3.75:1.00 *minus* (B) the principal amount of (1) any Term Loans, and, to the extent *pari passu* with the Term Loans in right of payment and with respect to security, Incremental Term Loans, Incremental Equivalent Debt, Replacement Term Loans and Refinancing Indebtedness in the form of term loans and (2) any Revolving Loans, Incremental Revolving Loans and Refinancing Indebtedness in the form of revolving loans (in each case, to the extent accompanied by a permanent reduction of the relevant revolving commitment) voluntarily prepaid pursuant to paragraphs (a) and (b) of this Section 2.8 or purchased by Holdco or any of its Subsidiaries in cash pursuant to Section 10.10(h) (with the amount of the deduction pursuant to this subclause (B) for Loans purchased pursuant to Section 10.10(h) being limited to the amount of cash paid by Holdco or any of its Subsidiaries in connection therewith) or voluntarily prepaid or purchased pursuant to the applicable provisions of the documentation governing such Refinancing Indebtedness, Incremental Equivalent Debt or Replacement Term Loans, in each case, during such fiscal year on or, at the option of the Borrower, prior to the date of the required prepayment under this Section 2.8(c)(iii) in respect of such fiscal year; *provided* that (x) no such voluntary prepayments or purchases shall reduce the payments required to be made under this Section 2.8(c)(iii) for more than one fiscal year, (y) no such voluntary prepayments or purchases shall reduce the payments required to be made under this Section 2.8(c)(iii) to the extent financed with long-term Indebtedness (other than revolving Indebtedness) and (z) no mandatory prepayment shall be required under this Section 2.8(c)(iii) to the extent the amount calculated hereby does not exceed $20.0 million. Notwithstanding the foregoing, in no event shall any 2017 Rook Incremental Term B Loans or 2017 Incremental Term B Loans be entitled to receive a payment under this Section 2.8(c)(iii) with respect to the fiscal year ending December 31, 2017 (it being understood and agreed that any payment required hereunder for such fiscal year shall only be required to be applied to the Initial Term B Loans). The amount of each such prepayment shall be applied to the outstanding Term B Loans required to be prepaid therewith *pro rata* until paid in full.

(iv) The Borrower shall, on each date the Revolving Credit Commitments are reduced pursuant to Section 2.10, prepay the Revolving Loans and Swing Loans and, if necessary after such Revolving Loans and Swing Loans have been repaid in full, replace or cause to be canceled (or provide an L/C Backstop or make other arrangements reasonably satisfactory to the L/C Issuer) outstanding Letters of Credit by the amount, if any, necessary to reduce the sum of the aggregate principal amount of Revolving Loans, Swing Loans and L/C Obligations then outstanding to the amount to which the Revolving Credit Commitments have been so reduced.

(v) Notwithstanding any provision under this Section 2.8(c) to the contrary, (A) any amounts that would otherwise be required to be paid by the Borrower pursuant to Section 2.8(c)(i), (ii) or (iii) above shall not be required to be so prepaid to the extent any such Disposition is consummated by a Foreign Subsidiary, such Net Cash Proceeds in respect of any Event of Loss are received by a Foreign Subsidiary, such Indebtedness is incurred by a Foreign Subsidiary or such Excess Cash Flow is generated by a Foreign Subsidiary, for so long as the repatriation to the United States of any such amounts would be prohibited under any Applicable

Laws (including any such laws with respect to financial assistance, corporate benefit, thin capitalization, capital maintenance, liquidity maintenance and similar legal principles, restrictions on upstreaming of cash intra group and the fiduciary and statutory duties of the directors of the relevant Subsidiaries) and (B) if the Borrower determines in good faith that the upstreaming or transferring as a dividend of any amounts required to mandatorily prepay the Loans pursuant to Section 2.8(c)(i), (ii) or (iii) above would result in a material tax liability (including any withholding tax) (such amount, a "*Restricted Amount*"), the amount the Borrower shall be required to mandatorily prepay pursuant to Section 2.8(c)(i), (ii) or (iii), as applicable, shall be reduced by the Restricted Amount until such time as it may upstream or transfer such Restricted Amount without incurring such tax liability.

(vi) Notwithstanding the foregoing, each Term Lender shall have the right to reject its applicable Term Loan Percentage of any mandatory prepayment of the Term Loans pursuant to Section 2.8(c)(i) (other than Refinancing Indebtedness in respect of the Term Loans), (ii) and (iii) above (each such Lender, a "*Rejecting Lender*"), in which case the amounts so rejected may be retained by the Borrower (the aggregate amount of such proceeds so rejected as of any date of determination, the "*Declined Proceeds*").

(vii) Unless the Borrower otherwise directs, prepayments of Revolving Loans under this Section 2.8(c) shall be applied first to Borrowings of Base Rate Loans until payment in full thereof with any balance applied to Borrowings of Eurodollar Loans in the order in which their Interest Periods expire. Each prepayment of Loans under this Section 2.8(c) shall be made by the payment of the principal amount to be prepaid and, in the case of any Term Loans, Swing Loans or Eurodollar Loans, accrued interest thereon to the date of prepayment together with any amounts due the Lenders under Section 8.1. Except as otherwise provided in Section 2.8(c)(i) or Section 2.8(c)(ii), mandatory prepayments of the Term Loans shall be applied to each Class of Term Loans on a *pro rata* basis (other than with respect to prepayments made under Section 2.8(c)(iii)) and applied to the installments thereof as directed by the Borrower, or if not so specified before the date of required payment, in the direct order of maturity other than with respect to that portion of any installment held by a Rejecting Lender. Each prefunding of L/C Obligations that the Borrower chooses to make to the Administrative Agent as a result of the application of Section 2.8(c)(iv) above by the deposit of cash or Cash Equivalents with the Administrative Agent shall be made in accordance with Section 7.4.

(d) *Defaulting Lenders*. Until such time as the Default Excess (as defined below) with respect to any Defaulting Lender has been reduced to zero, (i) any voluntary prepayment of the Revolving Loans pursuant to Section 2.8(b) shall, if the Borrower so directs at the time of making such voluntary prepayment, be applied to the Revolving Loans of other Lenders as if such Defaulting Lender had no loans outstanding and the Revolving Credit Commitments of such Defaulting Lender were zero and (ii) any mandatory prepayment of the Loans pursuant to Section 2.8(c) shall, if the Borrower so directs at the time of making such mandatory prepayment, be applied to the Loans of other Lenders (but not to the Loans of such Defaulting Lender) as if such Defaulting Lender has funded all defaulted Loans of such Defaulting Lender, it being understood and agreed that the Borrower shall be entitled to retain any portion of any mandatory prepayment of the Loans that is not paid to such Defaulting Lender solely as a result of the operation of the provisions of this clause (d). "*Default Excess*" means, with respect to any Defaulting Lender, the excess, if any, of such Defaulting Lender's Percentage of the aggregate outstanding principal amount of the applicable Loans of all the applicable Lenders (calculated as if all Defaulting Lenders (including such Defaulting Lender) had funded all of their respective defaulted Loans) over the aggregate outstanding principal amount of the applicable Loans of such Defaulting Lender.

(e) The Administrative Agent will promptly advise each Lender of any notice of prepayment it receives from the Borrower, and in the case of any partial prepayment under Section 2.8(a) hereof, such prepayment shall be applied to the Class of Term Loans and the remaining amortization payments on such Term Loans in the manner specified by the Borrower or, if not so specified on or prior to the date of such optional prepayment, on a *pro rata* basis to all Classes of Term Loans in the direct order of maturity.

Section 2.9 *Place and Application of Payments.* All payments of principal of and interest on the Loans and the Reimbursement Obligations, and of all other Obligations payable by the Borrower under this Agreement and the other Loan Documents, shall be made by the Borrower to the Administrative Agent by no later than 2:00 p.m. on the due date thereof at the office of the Administrative Agent in New York, New York (or such other location as the Administrative Agent may designate to the Borrower in writing) for the benefit of the Lender or Lenders entitled thereto. Any payments received after such time shall be deemed to have been received by the Administrative Agent on the next Business Day. All such payments shall be made in Dollars, in immediately available funds at the place of payment, in each case without set-off or counterclaim, except as provided in Section 10.1. The Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal or interest on Loans and on Reimbursement Obligations in which the Lenders have purchased Participating Interests ratably to the Lenders and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement.

Anything contained herein to the contrary notwithstanding, (x) pursuant to the exercise of remedies under Sections 7.2 and 7.3 hereof or (y) after written instruction by the Required Lenders or Required RC/TLA Lenders, as applicable, after the occurrence and during the continuation of an Event of Default, all payments and collections received in respect of the Obligations and all proceeds of the Collateral received, in each instance, by the Administrative Agent or any of the Lenders, shall be remitted to the Administrative Agent and distributed as follows:

(a) *first*, to the payment of any outstanding costs and expenses incurred by the Administrative Agent, and any security trustee therefor, in monitoring, verifying, protecting, preserving or enforcing the Liens on the Collateral, in protecting, preserving or enforcing rights under the Loan Documents, and in any event all costs and expenses of a character which the Borrower has agreed to pay the Administrative Agent under Section 10.13 hereof (such funds to be retained by the Administrative Agent for its own account unless it has previously been reimbursed for such costs and expenses by the Lenders, in which event such amounts shall be remitted to the Lenders to reimburse them for payments theretofore made to the Administrative Agent);

(b) *second*, to the payment of principal and interest on the Swing Loans until paid in full;

(c) *third*, to the payment of any outstanding interest and fees due under the Loan Documents to be allocated *pro rata* in accordance with the aggregate unpaid amounts owing to each holder thereof;

(d) *fourth*, to the payment of principal on the Term Loans, Revolving Loans, unpaid Reimbursement Obligations (together with amounts to be held by the Administrative Agent as collateral security for any outstanding L/C Obligations pursuant to Section 7.4 hereof (until the Administrative Agent is holding an amount of cash equal to the then outstanding amount of all Letters of Credit, to the extent the same have not been replaced or cancelled or otherwise provided for to the reasonable satisfaction of the L/C Issuer)), and Hedging Liability, the aggregate amount paid to (or held as collateral security for) the Lenders and, in the case of Hedging Liability, their Affiliates, to be allocated *pro rata* in accordance with the aggregate unpaid amounts owing to each holder thereof;

(e) *fifth*, to the payment of all other unpaid Obligations and all other indebtedness, obligations, and liabilities of the Borrower and its Subsidiaries secured by the Collateral Documents (including, without limitation, Funds Transfer Liability, Deposit Account Liability and Data Processing Obligations) to be allocated *pro rata* in accordance with the aggregate unpaid amounts owing to each holder thereof; and

(f) *sixth*, to the Borrower or whoever else may be lawfully entitled thereto.

Notwithstanding the foregoing, no amounts received from any Guarantor shall be applied to any Excluded Swap Obligations of such Guarantor.

Section 2.10 *Commitment Terminations*. The Initial Term Loan Commitments shall automatically terminate upon the making, conversion or continuance, as applicable, of the Initial Term B Loans and Term A-3 Loans on the Second Restatement Effective Date. The 2017 Rook Incremental Term B Loan Commitments shall automatically terminate upon the earlier of (x) the making of the applicable 2017 Rook Incremental Term B Loans thereunder on the 2017 Rook Incremental Funding Date and (y) September 1, 2017. The 2017 Incremental Term Loan Commitments shall automatically terminate upon the making of the applicable 2017 Incremental Term Loans thereunder on the relevant Certain Funds Funding Date relating thereto. The 2017 Incremental Commitments (including, for the avoidance of doubt, the 2017 Incremental Revolving Credit Commitment Increase) shall terminate on the last day of the Certain Funds Period if the Certain Funds Transactions have not been consummated by such date or the Certain Funds Funding Date has not yet occurred. The Borrower shall have the right at any time and from time to time, upon three (3) Business Days prior written notice to the Administrative Agent, to terminate the Revolving Credit Commitments in whole or in part, any partial termination to be (i) in an amount not less than $1.0 million or any greater amount that is an integral multiple of $0.1 million and (ii) allocated ratably among the Lenders in proportion to their respective Revolver Percentages; *provided* that the Revolving Credit Commitments may not be reduced to an amount less than the sum of the aggregate principal amount of Revolving Loans, Swing Loans and of L/C Obligations then outstanding. Any termination of the Revolving Credit Commitments below the L/C Sublimit then in effect shall reduce the L/C Sublimit by a like amount. Any termination of the Revolving Credit Commitments below the Swing Line Sublimit then in effect shall reduce the Swing Line Sublimit by a like amount. The Administrative Agent shall give prompt notice to each Lender of any such termination of the Revolving Credit Commitments. Any termination of the Revolving Credit Commitments pursuant to this Section 2.10 may not be reinstated.

Section 2.11 *Swing Loans*.

(a) *Generally*. Subject to the terms and conditions hereof, as part of the Revolving Facility, the Swing Line Lender agrees to make loans in Dollars to the Borrower under the Swing Line (individually a "*Swing Loan*" and collectively the "*Swing Loans*") which shall not in the aggregate at any time outstanding exceed the Swing Line Sublimit; *provided*, *however,* that the sum of the Revolving Loans, Swing Loans and L/C Obligations at any time outstanding shall not exceed the sum of all Revolving Credit Commitments in effect at such time. The Swing Loans may be availed of by the Borrower from time to time, borrowings thereunder may be repaid and used again during the period ending on the Revolving Credit Termination Date, and each Swing Loan not sooner repaid shall mature and be due and payable by the Borrower on such date. Each Swing Loan shall be in a minimum amount of $0.25 million or such greater amount which is an integral multiple of $0.1 million.

(b) *Interest on Swing Loans*. Each Swing Loan shall bear interest until repaid (whether by acceleration or otherwise) at a rate per annum equal to the sum of the Base Rate *plus* the Applicable Margin (computed on the basis of a year of 360 days (or, at times when the Base Rate is based on the Prime Rate, 365 or 366 days, as the case may be) for the actual number of days elapsed). Interest on each Swing Loan shall be due and payable in arrears on the last Business Day of each of March, June, September and December and on the Revolving Credit Termination Date.

(c) *Requests for Swing Loans*. The Borrower shall give the Swing Line Lender prior notice (which may be written or oral), no later than 12:00 p.m. on the date upon which the Borrower requests that any Swing Loan be made or such later time as may be acceptable to the Swing Line Lender, in its reasonable discretion, of the amount and date of such Swing Loan. Subject to the terms and conditions hereof, the proceeds of such Swing Loan shall be made available to the Borrower by wire transfer to an account designated by the Borrower.

(d) *Refunding of Swing Loans*. In its sole and absolute discretion, the Swing Line Lender may at any time, on behalf of the Borrower (and the Borrower hereby irrevocably authorizes the Swing Line Lender to act on its behalf for such purpose) and with notice to the Borrower, request each Lender to make a Revolving Loan in the form of a Base Rate Loan in an amount equal to such Lender's Revolver Percentage of the amount of the Swing Loans outstanding on the date such notice is given. Unless an Event of Default described in Section 7.1(j) or 7.1(k) exists with respect to the Borrower, regardless of the existence of any other Event of Default, each Lender shall make the proceeds of its requested Revolving Loan available to the Swing Line Lender, in immediately available funds, at the Swing Line Lender's principal office in New York, New York, before 1:00 p.m. on the Business Day following the day such notice is given. The proceeds of such Borrowing of Revolving Loans shall be immediately applied to repay the outstanding Swing Loans.

(e) *Participations*. If any Lender refuses or otherwise fails to make a Revolving Loan when requested by the Swing Line Lender pursuant to Section 2.11(d) above (because an Event of Default described in Section 7.1(j) or (k) exists with respect to the Borrower or otherwise), such Lender will, by the time and in the manner such Revolving Loan was to have been funded to the Swing Line Lender, purchase from the Swing Line Lender an undivided participating interest in the outstanding Swing Loans in an amount equal to its Revolver Percentage of the aggregate principal amount of Swing Loans that were to have been repaid with such Revolving Loans; *provided* that the foregoing purchases shall be deemed made hereunder without any further action by such Lender or the Swing Line Lender. Each Lender that so purchases a participation in a Swing Loan shall thereafter be entitled to receive its Revolver Percentage of each payment of principal received on the Swing Loan and of interest received thereon accruing from the date such Lender funded to the Swing Line Lender its participation in such Loan. The several obligations of the Lenders under this Section shall be absolute, irrevocable and unconditional under any and all circumstances whatsoever and shall not be subject to any set-off, counterclaim or defense to payment which any Lender may have or have had against the Borrower, any other Lender or any other Person whatever. Without limiting the generality of the foregoing, such obligations shall not be affected by any Default or Event of Default or by any reduction or termination of the Revolving Credit Commitments of any Lender, and each payment made by a Lender under this Section shall be made without any offset, abatement, withholding or reduction whatsoever.

(f) *Provisions Related to Extended Revolving Credit Commitments.* If the maturity date shall have occurred in respect of any tranche of Revolving Credit Commitments at a time when another tranche or tranches of Revolving Credit Commitments is or are in effect with a longer maturity date, then on the earliest occurring maturity date all then outstanding Swing Loans shall be repaid in full on such date (and there shall be no adjustment to the participations in such Swing Loans as a result of the occurrence of such maturity date); *provided* that if on the occurrence of such earliest maturity date (after giving effect to

any repayments of Revolving Loans and any reallocation of Participating Interests as contemplated in Section 2.3(k)), there shall exist sufficient unutilized Extended Revolving Credit Commitments so that the respective outstanding Swing Loans could be incurred pursuant to the Extended Revolving Credit Commitments which will remain in effect after the occurrence of such maturity date, then there shall be an automatic adjustment on such date of the participations in such Swing Loans and the same shall be deemed to have been incurred solely pursuant to the relevant Extended Revolving Credit Commitments, and such Swing Loans shall not be so required to be repaid in full on such earliest maturity date.

Section 2.12 *Evidence of Indebtedness*. Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(a) The Administrative Agent shall also maintain accounts in which it will record (i) the amount of each Loan made hereunder, with respect to Revolving Loans, the type thereof and, with respect to Eurodollar Loans, the Interest Period with respect thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.

(b) The entries maintained in the accounts maintained pursuant to clauses (a) and (b) above shall be prima facie evidence of the existence and amounts of the Obligations therein recorded; *provided*, *however,* that the failure of the Administrative Agent or any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Obligations in accordance with their terms.

(c) Any Lender may request that its Loans be evidenced by a promissory note or notes in the forms of Exhibit D-1 (in the case of its Term ~~A-3~~A Loan and referred to herein as a "*Term ~~A-3~~A Note*"), Exhibit D-2 (in the case of its Term B Loan and referred to herein as a "*Term B Note*"), Exhibit D-3 (in the case of its Revolving Loans and referred to herein as a "*Revolving Note*"), Exhibit D-4 (in the case of its Swing Loans and referred to herein as a "*Swing Note*"), as applicable (the Term ~~A-3~~A Notes, Term B Notes, Revolving Notes and Swing Note being hereinafter referred to collectively as the "*Notes*" and individually as a "*Note*"). In such event, the Borrower shall prepare, execute and deliver to such Lender a Note payable to such Lender in the amount of such Lender's Percentage of the applicable Term Loan, Revolving Credit Commitment, or Swing Line Sublimit, as applicable. Thereafter, the Loans evidenced by such Note or Notes and interest thereon shall at all times (including after any assignment pursuant to Section 10.10) be represented by one (1) or more Notes payable to the payee named therein or any assignee pursuant to Section 10.10, except to the extent that any such Lender or assignee subsequently returns any such Note for cancellation and requests that such Loans once again be evidenced as described in subsections (a) and (a) above.

Section 2.13 *Fees*.

(a) *Revolving Credit Commitment Fee*. The Borrower shall pay to the Administrative Agent for the ratable account of the Lenders according to their Revolver Percentages a commitment fee at a rate per annum equal to the Applicable Margin (computed on the basis of a year of 360 days and the actual number of days elapsed) on the average daily Unused Revolving Credit Commitments (the "*Commitment Fee*"); *provided*, *however,* that no Commitment Fee shall accrue to the Unused Revolving Credit Commitment of a Defaulting Lender, or be payable for the benefit of such Lender, so long as such Lender shall be a Defaulting Lender. Such Commitment Fee shall be payable quarterly in arrears on the last day of each March, June, September, and December in each year (commencing on the first such date

occurring after the Second Restatement Effective Date; *provided* that any such fee pursuant to the First Amended and Restated Credit Agreement that had accrued and was unpaid as of the Second Restatement Effective Date shall continue to accrue and shall be payable as of the first payment date following the Second Restatement Effective Date) and on the Revolving Credit Termination Date, unless the Revolving Credit Commitments are terminated in whole on an earlier date, in which event the Commitment Fee for the period to the date of such termination in whole shall be paid on the date of such termination.

(b) *Letter of Credit Fees*. Quarterly in arrears, on the last day of each March, June, September, and December, commencing on the first such date occurring after the Original Closing Date, and on the Revolving Credit Termination Date, the Borrower shall pay to the L/C Issuer for its own account a fronting fee equal to 0.125% of the face amount of (or of the increase in the face amount of) each outstanding Letter of Credit. Quarterly in arrears, on the last day of each March, June, September, and December, commencing on the first such date occurring after the Original Closing Date, and on the Revolving Credit Termination Date, the Borrower shall pay to the Administrative Agent, for the ratable benefit of the Lenders according to their Revolver Percentages, a letter of credit fee at a rate per annum equal to (i) in the case of standby Letters of Credit, the Applicable Margin then in effect with respect to Eurodollar Loans under the Revolving Facility and (ii) with respect to documentary Letters of Credit, 50% of the Applicable Margin then in effect with respect to Eurodollar Loans under the Revolving Facility (in each case, computed on the basis of a year of 360 days and the actual number of days elapsed) during each day of such quarter applied to the daily average face amount of Letters of Credit outstanding during such quarter; *provided* that while any Event of Default under Section 7.1(a) (with respect to the late payment of principal, interest, Reimbursement Obligations or fees) or Section 7.1(j) or Section 7.1(k) exists or after acceleration (but without duplication of the rate set forth in Section 2.4(e)), such rate with respect to overdue fees shall increase by 2.00% over the rate otherwise payable and such fee shall be paid on demand subject, except in the case of any Event of Default under Section 7.1(j) or (k), to the request of the Administrative Agent at the request or with the consent of the Required Lenders; *provided further* that no letter of credit fee shall accrue to the Revolver Percentage of a Defaulting Lender, or be payable for the benefit of such Lender, so long as such Lender shall be a Defaulting Lender. In addition, the Borrower shall pay to the L/C Issuer for its own account the L/C Issuer's standard drawing, negotiation, amendment, transfer and other administrative fees for each Letter of Credit. Such standard fees referred to in the preceding sentence may be established by the L/C Issuer from time to time.

Section 2.14 *Incremental Credit Extensions.*

(a) At any time and from time to time after the Second Restatement Effective Date, subject to the terms and conditions set forth herein, the Borrower may, by notice to the Administrative Agent (whereupon the Administrative Agent shall promptly make such notice available to each of the Lenders), pursuant to an Incremental Amendment ("*Incremental Amendment*") request to effect (i) one (1) or more additional term loan facilities hereunder or increases in the aggregate amount of any Term Facility (each such increase, a "*Term Commitment Increase*") from one (1) or more Additional Term Lenders or (ii) up to two (2) additional revolving credit facilities (each such additional facility, an "*Incremental Revolving Credit Facility*") or increases in the aggregate amount of the Revolving Credit Commitments (each such increase, a "*Revolving Credit Commitment Increase*" and together with any Term Commitment Increase, any Incremental Term Facility and any Incremental Revolving Credit Facility, a "*Commitment Increase*") from Additional Revolving Lenders; *provided* that, unless otherwise provided below, upon the effectiveness of each Incremental Amendment:

(A) except as otherwise agreed by the Additional Lenders providing an Incremental Facility to finance an Acquisition permitted under this Agreement, no Default or Event of Default shall have occurred and be continuing or would exist after giving effect thereto,

(B) on the date of the incurrence or effectiveness of such Incremental Facility (in the case of the incurrence or effectiveness of an Incremental Revolving Credit Facility, assuming such Incremental Revolving Credit Facility has been drawn in full), or, at the Borrower's election to the extent incurred in connection with an Acquisition, on the date of the signing of any acquisition agreement with respect thereto, the Borrower shall be in compliance, on a Pro Forma Basis, with the financial covenants set forth in Section 6.22 recomputed as of the last day of the most recently ended fiscal quarter for which financial statements have been or were required to be delivered pursuant to Section 6.1(a) or (b); *provided* that if the Borrower has made the election to measure such compliance on the date of the signing of an acquisition agreement, in connection with the calculation of any ratio with respect to the incurrence of Indebtedness or Liens, or the making of investments, Distributions, Restricted Debt Payments, asset sales, fundamental changes or the designation of an Unrestricted Subsidiary on or following such date and prior to the earlier of the date on which such Acquisition is consummated or the definitive agreement for such Acquisition is terminated, such ratio shall be calculated on a Pro Forma Basis assuming such Acquisition and any other Specified Transactions in connection therewith (including the incurrence of Indebtedness) have been consummated, except to the extent such calculation would result in a lower Leverage Ratio or Senior Secured Leverage Ratio or a higher ratio of Consolidated EBITDA to Interest Expense than would apply if such calculation was made without giving Pro Forma Effect to such Acquisition, other Specified Transactions and Indebtedness,

(C) each Incremental Term A Facility shall have a final maturity date no earlier than the ~~Term A-3 Termination Date~~ latest final maturity date of any Class of Term A Loans then in effect,

(D) each Incremental Term B Facility and each other Incremental Term Facility (other than an Incremental Term A Facility) shall have a final maturity date no earlier than the latest final maturity date of any Class of Term B Loans then in effect,

(E) the Weighted Average Life to Maturity of any Incremental Term A Loans shall not be shorter than the Weighted Average Life to Maturity of ~~the~~any Class of Term ~~A-3~~A Loans then outstanding,

(F) the Weighted Average Life to Maturity of any Incremental Term B Loans and any other Incremental Term Loans (other than an Incremental Term A Loans) shall not be shorter than the Weighted Average Life to Maturity of any Class of Term B Loans then outstanding,

(G) any Incremental Revolving Loans will mature no earlier than, and will require no scheduled amortization or mandatory reduction of the commitments related thereto prior to, the Revolving Credit Termination Date then in effect and all other terms of any such Incremental Revolving Credit Facility (except with respect to margin, pricing and fees and as set forth in the foregoing clauses and clause (J) below and other than any terms which are applicable only after the then-existing maturity date with respect to the Revolving Facility) shall be substantially identical to the Revolving Facility or otherwise reasonably acceptable to the Administrative Agent,

(H) the interest rate applicable to any Incremental Facility or Incremental Loans will be determined by the Borrower and the Additional Lenders providing such Incremental Facility or Incremental Loans; *provided* that, in the case of Incremental Term Loans (other than Incremental Term A Loans) or Incremental Term Facilities (other than Incremental Term A Facilities) that are secured *pari passu* in right of payment and with respect to security with any

then existing Term B Loans (the "*Relevant Existing Facility*"), such interest rate will not be more than 0.50% higher than the corresponding interest rate applicable to the Relevant Existing Facility unless the interest rate with respect to the Relevant Existing Facility is adjusted to be equal to the interest rate with respect to the relevant Incremental Term Loans or Incremental Term Facility, *minus* 0.50%; *provided*, *further*, that in determining the applicable interest rate under this clause (H): (w) original issue discount ("*OID*") or upfront fees paid in connection with the Relevant Existing Facility or such Incremental Term Facility or Incremental Term Loans (based on a four-year average life to maturity), shall be included, (x) any amendments to or changes in the Applicable Margin with respect to the Relevant Existing Facility that became effective subsequent to the Second Restatement Effective Date but prior to the time of (or concurrently with) the addition of such Incremental Term Facility or Incremental Term Loans shall be included, (y) arrangement, commitment, structuring and underwriting fees and any amendment fees paid or payable to the Arrangers (or their affiliates) in their respective capacities as such in connection with the Relevant Existing Facility or to one or more arrangers (or their affiliates) in their capacities as such applicable to such Incremental Term Facility or Incremental Term Loans shall be excluded and (z) if such Incremental Term Facility or Incremental Term Loans include any interest rate floor greater than that applicable to the Relevant Existing Facility, and such floor is applicable to the Relevant Existing Facility on the date of determination, such excess amount shall be equated to interest margin for determining the increase,

(I) to the extent the terms of any Incremental Term Loans are not substantially identical to the terms applicable to the relevant Term Facility (except with respect to pricing and fees and to the extent permitted by the foregoing clauses and clause (J) below and other than any terms which are applicable only after the then-existing maturity date with respect to the relevant Term Facility), such terms shall be reasonably satisfactory to the Administrative Agent,

(J) all Incremental Facilities shall rank *pari passu* or junior in right of payment and right of security in respect of the Collateral with the Term Loans and the Revolving Loans or may be unsecured; *provided* that to the extent any such Incremental Facilities are subordinated in right of payment or right of security, or *pari passu* in right of security and subject to separate documentation, they shall be subject to intercreditor arrangements reasonably satisfactory to the Administrative Agent; *provided further* that no Incremental Facility may be secured by any Collateral (or assets that would constitute Collateral if the Obligations were secured by such assets) at any time that the Obligations are not secured by the Collateral as a result of any release of Collateral pursuant to Section 9.13,

(K) no Incremental Facility shall be guaranteed by any Person which is not the Borrower or a Guarantor,

(L) any mandatory prepayment (other than scheduled amortization payments) of Incremental Term Loans that are *pari passu* in right of payment with any then-existing Term Loans shall be made on a pro rata basis with such then-existing Term Loans (and all other then-existing Incremental Term Loans requiring ratable prepayment), except that the Borrower and the Additional Lenders in respect of such Incremental Term Loans shall be permitted, in their sole discretion, to elect to prepay or receive, as applicable, any prepayments on a less than pro rata basis (but not on a greater than *pro rata* basis),

(M) the Borrower shall have delivered to the Administrative Agent a certificate of a financial officer certifying to the effect set forth in subclauses (A) and (B) above, together with reasonably detailed calculations demonstrating compliance with subclause (B) above (which calculations shall, if made as of the last day of any fiscal quarter of the Borrower for which the

Borrower has not delivered to the Administrative Agent the financial statements and Compliance Certificate required to be delivered by Section 6.1(e), be accompanied by a reasonably detailed calculation of Consolidated EBITDA and Interest Expense for the relevant period), and

(N) all fees or other payments owing pursuant to Section 10.13 or as otherwise agreed in writing in respect of such Commitment Increase to the Administrative Agent and the Additional Lenders shall have been paid.

(b) Notwithstanding anything to contrary herein, the aggregate principal amount of all Commitment Increases (for the avoidance of doubt, excluding any Commitment Increases made on the Second Restatement Effective Date) shall not exceed (i) $650.0 million (*less* the aggregate principal amount of Incremental Equivalent Debt incurred pursuant to Section 6.14(u) in reliance on this clause (i) of the Incremental Cap) (the "*Fixed Dollar Incremental Amount*"), *plus* (ii) an unlimited amount so long as in the case of this clause (ii), (A) if the Commitment Increase is secured, the Senior Secured Leverage Ratio does not exceed 4.85:1.00 or (B) if the Commitment Increase is unsecured, the Leverage Ratio does not exceed 5.50:1.00, in each case under subclauses (A) and (B) hereof, determined on a Pro Forma Basis after giving effect to such Commitment Increase (in the case of the incurrence of an Incremental Revolving Credit Facility, assuming such Incremental Revolving Credit Facility has been drawn in full) and any related transaction as of the last day of the most recently ended period of four consecutive fiscal quarters for which financial statements have been or were required to be delivered pursuant to Section 6.1(a) or (b) (such amount under this clause (ii), the "*Ratio-Based Incremental Amount*"); *provided* that unless the Borrower otherwise elects, any portion of any Commitment Increase that could be established in reliance on this clause (ii) at the time of incurrence shall be deemed to have been incurred in reliance on the Ratio-Based Incremental Amount without reducing the Fixed Dollar Incremental Amount *plus* (iii) in the case of a Commitment Increase that serves to effectively extend the maturity of any Term Facility or the Revolving Facility, an amount equal to the amount of the Loans and/or Commitments so extended, *plus* (iv) in the case of a Commitment Increase that effectively replaces the amount of any Loans or Commitments terminated in connection with Section 8.5, an amount equal to the portion of such Loans or Commitments so replaced (the total aggregate amount described under clauses (i) through (iv) hereof, the "*Incremental Cap*"). Each Commitment Increase shall be in a minimum principal amount of $50.0 million and integral multiples of $1.0 million in excess thereof; *provided* that such amount may be less than $50.0 million if such amount represents all the remaining availability under the aggregate principal amount of Commitment Increases set forth above.

(c) Each notice from the Borrower pursuant to this Section shall set forth the requested amount of the relevant Commitment Increase.

(d) Upon the implementation of any Incremental Revolving Credit Facility or Revolving Credit Commitment Increase pursuant to this Section 2.14:

(i) with respect to any Revolving Credit Commitment Increase, (A) each Revolving Lender immediately prior to such increase will automatically and without further act be deemed to have assigned to each relevant Additional Revolving Lender, and each relevant Additional Revolving Lender will automatically and without further act be deemed to have assumed a portion of such Revolving Lender's Participating Interests and participations hereunder in Swing Loans such that, after giving effect to each deemed assignment and assumption of participations, all of the Revolving Lenders' (including each Additional Revolving Lender's) Participating Interests and participations hereunder in Swing Loans shall be held on a *pro rata* basis on the basis of their Revolver Percentage (after giving effect to any Revolving Credit Commitment Increase) and (B) the existing Revolving Lenders of the applicable Class shall assign Revolving Loans to certain other Revolving Lenders of such Class (including the

Additional Revolving Lenders providing the relevant Revolving Credit Commitment Increase), and such other Revolving Lenders (including the Additional Revolving Lenders providing the relevant Revolving Credit Commitment Increase) shall purchase such Revolving Loans, in each case to the extent necessary so that all of the Revolving Lenders of such Class participate in each outstanding Borrowing of Revolving Loans of such Class *pro rata* on the basis of their Revolver Percentage (after giving effect to any Revolving Credit Commitment Increase); it being understood and agreed that the minimum borrowing, pro rata borrowing and *pro rata* payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to the immediately preceding sentence; and

(ii) with respect to any Incremental Revolving Credit Facility, (A) the borrowing and repayment (except for (x) payments of interest and fees at different rates on the existing Revolving Facilities and such Incremental Revolving Credit Facility, (y) repayments required upon the maturity date of the then-existing Revolving Facility and such Incremental Revolving Credit Facility and (z) repayments made in connection with any permanent repayment and termination of commitments (subject to clause (C) below)) of Incremental Revolving Loans after the effective date of such Incremental Revolving Credit Facility shall be made on a *pro rata* basis with the then-existing Revolving Facility and any other then outstanding Incremental Revolving Credit Facility, (B) all swingline loans or letters of credit made or issued, as applicable, under such Incremental Revolving Credit Facility shall be participated on a *pro rata* basis by all Revolving Lenders and (C) the permanent repayment of Loans with respect to, and termination of commitments under, such Incremental Revolving Credit Facility shall be made on a *pro rata* basis with the then-existing Revolving Facility and any other then outstanding Incremental Revolving Credit Facility, except that the Borrower shall be permitted to permanently repay and terminate commitments under any revolving facility on a greater than *pro rata* basis as compared with any other revolving facility with a later maturity date than such revolving facility.

(e) Effective on the date of each Incremental Revolving Credit Facility the maximum amount of Letter of Credit Usage permitted hereunder shall increase by an amount, if any, agreed upon by Administrative Agent, the L/C Issuer and the Borrower.

Section 2.15 *Extensions of Term Loans and Revolving Credit Commitments*.

(a) Notwithstanding anything to the contrary in this Agreement, pursuant to one (1) or more offers (each, an "*Extension Offer*") made from time to time by the Borrower to all Lenders holding Term A-3 Loans, 2017 Incremental Term A-4 Loans, Initial Term B Loans ~~or~~, 2017 Rook Incremental Term B Loans, 2017 Incremental Term B-1 Loans or 2017 Incremental Term B-2 Loans, as applicable, with a like maturity date or Revolving Credit Commitments with a like maturity date, in each case on a *pro rata* basis (based on the aggregate outstanding principal amount of the respective Term Loans or Revolving Credit Commitments with a like maturity date, as the case may be) and on the same terms to each such Lender, the Borrower is hereby permitted to consummate from time to time transactions with individual Lenders that accept the terms contained in such Extension Offers to extend the maturity date of all or a portion of each such Lender's Term Loans and/or Revolving Credit Commitments and otherwise modify the terms of such Term Loans and/or Revolving Credit Commitments pursuant to the terms of the relevant Extension Offer (including by increasing the interest rate or fees payable in respect of such Term Loans and/or Revolving Credit Commitments (and related outstandings) and/or modifying the amortization schedule in respect of such Term Loans) (each, an "*Extension*", and each group of Term Loans or Revolving Credit Commitments, as applicable, in each case as so extended, as well as the original Term Loans and the original Revolving Credit Commitments (in

each case not so extended), being a "*tranche*"; any Extended Term Loans shall constitute a separate tranche of Term Loans from the tranche of Term Loans from which they were converted and any Extended Revolving Credit Commitments shall constitute a separate tranche of Revolving Facility Commitments from the tranche of Revolving Facility Commitments from which they were converted), so long as the following terms are satisfied:

(i) no Default or Event of Default shall have occurred and be continuing at the time the offering document in respect of an Extension Offer is delivered to the Lenders;

(ii) except as to interest rates, fees and final maturity (which shall be determined by the Borrower and set forth in the relevant Extension Offer), the Revolving Credit Commitment of any Lender that agrees to an extension with respect to such Revolving Credit Commitment extended pursuant to an Extension (an "*Extended Revolving Credit Commitment*"; and the Loans thereunder, "*Extended Revolving Loans*"), and the related outstandings, shall be a Revolving Credit Commitment (or related outstandings, as the case may be) with the same terms (or terms not less favorable to existing Lenders) as the original Revolving Credit Commitments (and related outstandings); *provided* that (x) subject to the provisions of Section 2.11(f) and Section 2.3(k) to the extent dealing with Swing Loans and Letters of Credit which mature or expire after a maturity date when there exist Extended Revolving Credit Commitments with a longer maturity date, all Swing Loans and Letters of Credit shall be participated in on a *pro rata* basis by all Lenders with Extended Revolving Credit Commitments in accordance with their Revolver Percentages (and except as provided in Section 2.11(f) and Section 2.3(k), without giving effect to changes thereto on an earlier maturity date with respect to Swing Loans and Letters of Credit theretofore incurred or issued), (y) all borrowings and repayments (except for (A) payments of interest and fees at different rates on Extended Revolving Credit Commitments (and related outstandings), (B) repayments required upon the maturity date of the non-extending Revolving Credit Commitments and (C) repayments made in connection with a permanent repayment and reduction or termination of commitments) of Extended Revolving Loans after the applicable Extension date shall be made on a *pro rata* basis with all other Revolving Credit Commitments and (z) at no time shall there be Revolving Credit Commitments hereunder (including Extended Revolving Credit Commitments, any commitments with respect to any Incremental Revolving Credit Facility and any original Revolving Credit Commitments) that have more than three (3) different maturity dates;

(iii) except as to interest rates, fees, amortization, final maturity date, premium, required prepayment dates and participation in prepayments (which shall, subject to immediately succeeding clauses (iv), (v) and (vi), be determined by the Borrower and set forth in the relevant Extension Offer), the Term Loans of any Lender that agrees to an extension with respect to such Term Loans extended pursuant to any Extension (any such extended Term Loans, "*Extended Term Loans*") shall have the same terms as the tranche of Term Loans subject to such Extension Offer until the maturity of such Term Loans;

(iv) (A) the final maturity date of any Extended Term ~~A-3~~A Loans shall be no earlier than the ~~Term A-3 Termination Date~~final maturity date of the Term A Loans extended thereby and (B) the final maturity date of any Extended Term B Loans shall be no earlier than the final maturity date of the Term B Loans extended thereby;

(v) (A) the Weighted Average Life to Maturity of any Extended Term ~~A-3~~A Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the Term ~~A-3~~A Loans extended thereby and (B) the Weighted Average Life to Maturity of any Extended Term B Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the Term B Loans extended thereby;

(vi) any Extended Term Loans may participate on a *pro rata* basis or a less than *pro rata* basis (but not greater than a *pro rata* basis) in any voluntary or mandatory repayments or prepayments in respect of the applicable Term Facility, in each case as specified in the respective Extension Offer;

(vii) if the aggregate principal amount of Term Loans (calculated on the face amount thereof) or Revolving Credit Commitments, as the case may be, in respect of which Lenders shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Term Loans or Revolving Credit Commitments, as the case may be, offered to be extended by the Borrower pursuant to such Extension Offer, then the Term Loans or Revolving Loans, as the case may be, of such Lenders shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) with respect to which such Lenders have accepted such Extension Offer;

(viii) the Extensions shall be in a minimum amount of $50.0 million;

(ix) any applicable Minimum Extension Condition shall be satisfied or waived by the Borrower; and

(x) all documentation in respect of such Extension shall be consistent with the foregoing.

(b) With respect to all Extensions consummated by the Borrower pursuant to this Section 2.15, (i) such Extensions shall not constitute voluntary or mandatory payments or prepayments or commitment reductions for purposes of Sections 2.8, 2.9, 2.10 or 2.12, (ii) the amortization schedules (in so far as such schedule affects payments due to Lenders participating in the relevant Facility) set forth in Section 2.7 shall be adjusted to give effect to the Extension of the relevant Facility and (iii) except as set forth in clause (a)(viii) above, no Extension Offer is required to be in any minimum amount or any minimum increment; *provided* that the Borrower may at its election specify as a condition (a "*Minimum Extension Condition*") to consummating any such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in the Borrower's sole discretion and which may be waived by the Borrower) of Term Loans or Revolving Credit Commitments (as applicable) of any or all applicable tranches to be tendered. The Administrative Agent and the Lenders hereby consent to the transactions contemplated by this Section 2.15 (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Term Loans and/or Extended Revolving Credit Commitments on such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement (including Sections 2.8, 2.9, 2.10 or 2.12) or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Section.

(c) No consent of any Lender or the Administrative Agent shall be required to effectuate any Extension, other than (A) the consent of each Lender agreeing to such Extension with respect to one (1) or more of its Term Loans and/or Revolving Credit Commitments (or a portion thereof) and (B) with respect to any Extension of the Revolving Credit Commitments (or a portion thereof), the consent of the L/C Issuer and the Swing Line Lender, which consent shall not be unreasonably withheld or delayed. All Extended Term Loans and Extended Revolving Credit Commitments and all obligations in respect thereof shall be Obligations under this

Agreement and the other Loan Documents that are secured by the Collateral and guaranteed on a *pari passu* basis with all other applicable Obligations under this Agreement and the other Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Loan Documents with the Borrower as may be necessary in order to establish new tranches or sub-tranches in respect of Revolving Credit Commitments or Term Loans so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new tranches or sub-tranches, in each case on terms consistent with this Section 2.15. In addition, if so provided in such amendment and with the consent of the L/C Issuer, participants in Letters of Credit expiring on or after the latest maturity date (but in no event later than the date that is five (5) Business Days prior to the Final Revolving Termination Date) in respect of the Revolving Credit Commitments shall be re-allocated from Lenders holding non-extended Revolving Credit Commitments to Lenders holding Extended Revolving Credit Commitments in accordance with the terms of such amendment; *provided*, *however*, that such participation interests shall, upon receipt thereof by the relevant Lenders holding Revolving Credit Commitments, be deemed to be participation interests in respect of such Revolving Credit Commitments and the terms of such participation interests (including, without limitation, the commission applicable thereto) shall be adjusted accordingly. Without limiting the foregoing, in connection with any Extensions the respective Loan Parties shall (at their expense) amend (and the Administrative Agent is hereby directed to amend) any mortgage entered into in accordance with Section 4.2 that has a maturity date prior to the later of the Final Maturity Date and the Final Revolving Termination Date so that such maturity date is extended to the later of the Final Maturity Date and the Final Revolving Termination Date (or such later date as may be advised by local counsel to the Administrative Agent).

(d) In connection with any Extension, the Borrower shall provide the Administrative Agent at least ten (10) Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures (including regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section 2.15.

ARTICLE 3. Conditions Precedent.

Section 3.1 *All Credit Extensions*. At the time of each Credit Extension made after the Second Restatement Effective Date under the Revolving Facility hereunder:

(a) each of the representations and warranties set forth herein and in the other Loan Documents shall be and remain true and correct in all material respects (or in all respects, if qualified by a materiality threshold) as of said time, except to the extent the same expressly relate to an earlier date;

(b) no Default or Event of Default shall have occurred and be continuing or would occur as a result of such Credit Extension;

(c) after giving effect to any requested extension of credit, the aggregate principal amount of all Revolving Loans, Swing Loans and L/C Obligations under this Agreement shall not exceed the aggregate Revolving Credit Commitments;

(d) (i) in the case of a Borrowing, the Administrative Agent shall have received the notice required by Section 2.5 hereof, (ii) in the case of the issuance of any Letter of Credit the L/C Issuer shall have received a duly completed Application, and/or (iii) in the case of an extension or increase in the amount of a Letter of Credit, a written request therefor in a form reasonably acceptable to the L/C Issuer; and

(e) such Credit Extension shall not violate any Applicable Law with respect to the Administrative Agent or any Lender (including, without limitation, Regulation U of the Board of Governors of the Federal Reserve System) as then in effect; *provided* that any such Applicable Law shall not entitle any Lender that is not affected thereby to not honor its obligation hereunder to advance, continue or convert any Loan or, in the case of the L/C Issuer, to extend the expiration date of or increase the amount of any Letter of Credit hereunder.

Each request for a Borrowing covered under this Section 3.1 and each request for the issuance of, increase in the amount of, or extension of the expiration date of, a Letter of Credit covered under this Section 3.1 shall be deemed to be a representation and warranty by the Borrower on the date of such Credit Extension as to the facts specified in subsections (a) through (d), both inclusive, of this Section.

Section 3.2 Certain Funds.

(a) Notwithstanding any other provision of this Agreement or the Incremental Amendment No. 3 to the contrary, a 2017 Incremental Term Lender will be obliged to make a Certain Funds Credit Extension if on the proposed Certain Funds Credit Extension Date:

(i) it is not unlawful in any applicable jurisdiction for that 2017 Incremental Term Lender to perform any of its obligations to advance that Certain Funds Credit Extension (provided that each 2017 Incremental Term Lender shall use reasonable endeavors to avoid invoking this sub-paragraph (i) (including transferring its Commitments to an Affiliate not subject to the same restrictions and/or entering into any amendments to the Loan Documents requested by the Borrower, provided that such amendments could not reasonably be expected to materially adversely affect the interests of (including as regards additional costs or reduced returns for) the applicable 2017 Incremental Term Lender under the Loan Documents));

(ii) no Major Default is continuing or would result (in each case subject to any grace periods set forth in Section 7.1) from the proposed Certain Funds Credit Extension;

(iii) all fees or other payments owing pursuant to Section 10.13 of the Credit Agreement in respect of the 2017 Incremental Facilities to the 2017 Incremental Lenders shall have been paid on or prior to the Certain Funds Funding Date (and such amounts may be netted from the proceeds of the 2017 Incremental Term Loans);

(iv) all fees required to be paid by the Borrower in respect of the 2017 Incremental Facilities pursuant to that certain Fee Letter, dated as of August 9, 2017 among, inter alios, the Borrower and the Lenders party thereto shall have been paid on or prior to the Certain Funds Funding Date (and such amounts may be netted from the proceeds of the 2017 Incremental Term Loans);

(v) there is evidence of the consummation of the Worldpay Acquisition, being:

(A) If the Worldpay Acquisition is effected by way of the Scheme, a certificate from the Borrower addressed to the Administrative Agent in agreed form: (A) confirming that the Scheme Order has been delivered to the Registrar of Companies of England and Wales and (B) attaching a copy of the Scheme Order; or

(B) If the Worldpay Acquisition is effected by way of the Offer, a letter from the Borrower addressed to the Administrative Agent in agreed form: (A) attaching copies of the Offer Documents including any press announcement released by the Borrower announcing that the Worldpay Acquisition will be by way of an Offer and the terms and conditions of the Offer and (B) confirming that the Offer has been declared unconditional in all respects (other than, for the avoidance of doubt, any condition in the Offer requiring that the Offer has been completed); and

(vi) the Borrower shall have delivered to the Administrative Agent a certificate of a financial officer certifying its compliance with clauses (ii), (iii) and (iv) above.

(b) During the Certain Funds Period (save in respect of a 2017 Incremental Term Lender in circumstances where, pursuant to paragraph (a) above, that 2017 Incremental Term Lender is not obliged to advance a Certain Funds Credit Extension), none of the 2017 Incremental Term Lenders (in their capacity as such) shall be entitled to:

(i) cancel any of its Commitments in respect of the 2017 Incremental Term Facilities;

(ii) rescind, terminate or cancel this Agreement, the Incremental Amendment No. 3 or any of the 2017 Term Incremental Facilities or exercise any similar right or remedy or make or enforce any claim under the Loan Documents it may have to the extent to do so would prevent or limit the advance or, as the case may be, issue of a Certain Funds Credit Extension;

(iii) refuse to participate in the making of a Certain Funds Credit Extension;

(iv) exercise any right of set-off or counterclaim in respect of a Credit Extension to the extent to do so would prevent or limit the making of a Certain Funds Credit Extension;

(v) cancel, accelerate or cause repayment or prepayment of any amounts owing under this Agreement or under any other Loan Document or exercise any enforcement rights under any Collateral Document to the extent to do so would prevent or limit the making of a Certain Funds Credit Extension; or

(vi) take any other action or make or enforce any claim (in its capacity as a 2017 Incremental Term Lender) to the extent that such action, claim or enforcement would directly or indirectly prevent or limit the making of a Certain Funds Credit Extension,

provided that immediately upon the expiry of the Certain Funds Period all such rights, remedies and entitlements shall be available to the 2017 Incremental Term Lenders notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

ARTICLE 4. The Collateral And the Guaranty.

Section 4.1 *Collateral*. Subject to Section 9.13, the Obligations, Hedging Liability, and, at the Borrower's option, Funds Transfer Liability, Deposit Account Liability and Data Processing Obligations shall be secured by (a) valid, perfected, and enforceable Liens on all right, title, and interest of Holdco, the Borrower and each Restricted Subsidiary (other than an Excluded Subsidiary) in all capital stock and other Equity Interests (other than Excluded Equity Interests) held by such Person in each of its Subsidiaries, whether now owned or hereafter formed or acquired, and all proceeds thereof, and (b) valid, perfected, and enforceable Liens on all right, title, and interest of Holdco, the Borrower and each Restricted Subsidiary (other than an Excluded Subsidiary) in all personal property and fixtures, whether now owned or hereafter acquired or arising, and all proceeds thereof (other than Excluded Property).

Section 4.2 Liens on Real Property. Subject to Section 9.13, in the event that the Borrower or any Restricted Subsidiary (other than an Excluded Subsidiary) owns or hereafter acquires real property having a fair market value in excess of $25.0 million in the aggregate (other than any Excluded Property), within 90 days of the acquisition thereof (or such longer period as to which the Administrative Agent may consent), the Borrower shall, or shall cause such Restricted Subsidiary to (i) execute and deliver to the Administrative Agent (or a security trustee therefor) a mortgage or deed of trust reasonably acceptable in form and substance to the Administrative Agent for the purpose of granting to the Administrative Agent a Lien on such real property to secure the Obligations, Hedging Liability, and Funds Transfer Liability, Deposit Account Liability and Data Processing Obligations and shall pay all taxes and reasonable costs and expenses incurred by the Administrative Agent in recording such mortgage or deed of trust and (ii) provide the Administrative Agent with (a) a completed "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determination with respect to each Mortgaged Property (together with a notice about special flood hazard area status and flood disaster assistance duly executed by the Borrower and each applicable Restricted Subsidiary relating thereto), and (b) to the extent improvements on Mortgaged Property are located within a special flood hazard area, a policy of flood insurance with respect to such improvements that is in an amount required to be maintained under the National Flood Insurance Act of 1968.

Section 4.3 *Guaranty*. The payment and performance of the Obligations, Hedging Liability, and, at the Borrower's option, Funds Transfer Liability, Deposit Account Liability and Data Processing Obligations shall at all times be guaranteed by Holdco (or any Successor Holdco) and each Restricted Subsidiary (other than an Excluded Subsidiary), including any Immaterial Subsidiary which becomes a Material Subsidiary (each, a "*Guarantor*" and, collectively, the "*Guarantors*") pursuant to a guaranty agreement in substantially the form attached as Exhibit K, as the same may be amended, restated, amended and restated, modified or supplemented from time to time (the "*Guaranty*"). If all of the Equity Interests of any Guarantor or any of its successors in interest hereunder shall be sold or otherwise disposed of (including by merger or consolidation) in accordance with the terms and conditions hereof, the Guaranty of such Guarantor or such successor in interest, as the case may be, hereunder shall automatically be discharged and released without any further action by any Person effective as of the time of such sale or disposal.

Section 4.4 *Further Assurances.* Subject to Section 9.13, the Borrower agrees that it shall, and shall cause each Restricted Subsidiary (other than any Excluded Subsidiary) to, from time to time at the request of the Administrative Agent or the Required Lenders, execute and deliver such documents and do such acts and things as the Administrative Agent or the Required Lenders may reasonably request in order to provide for or perfect or protect such Liens on the Collateral. In the event the Borrower or any Restricted Subsidiary forms or acquires any after-acquired property or other Restricted Subsidiary (other than an Excluded Subsidiary), or any Immaterial Subsidiary becomes a Material Subsidiary (other than an Excluded Subsidiary) after the date hereof, on or prior to the later to occur of (a) 30 days following the

date of such acquisition or formation or event and (b) the date of the required delivery of the Compliance Certificate following the date of such acquisition, formation or event (or such longer period as to which the Administrative Agent may consent), the Borrower shall cause such Restricted Subsidiary to execute such Collateral Documents (or supplements, assumptions or amendments to existing Collateral Documents) as the Administrative Agent may then require, and the Borrower shall also deliver to the Administrative Agent, or cause such Restricted Subsidiary to deliver to the Administrative Agent, at the Borrower's cost and expense, such other instruments, documents, certificates, and opinions reasonably required by the Administrative Agent in connection therewith; *provided* that (i) no foreign law security or pledge agreements shall be required and (ii) no control agreements shall be required.

Section 4.5 *Limitation on Collateral*. Notwithstanding anything to the contrary in Sections 4.1 through 4.4 or any other Collateral Document (a) no Loan Party shall be required to grant a security interest in any asset or perfect a security interest in any Collateral to the extent: (i) the cost, burden, difficulty or consequence of granting or perfecting a Lien (including any mortgage, stamp, intangible or other tax or expenses relating to such Lien) outweighs the benefit to the Lenders of the security afforded thereby as reasonably determined by the Borrower and the Administrative Agent or (ii) the grant or perfection of a security interest in such asset would be prohibited by enforceable anti-assignment provisions of contracts or applicable law or would violate the terms of any contract relating to such asset or would trigger termination of (or a right of termination under) any contract pursuant to any "change of control" or similar provision or otherwise require any Loan Party or any Subsidiary thereof to take any action that is materially adverse to its interests (in each case, after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law), (b) Liens required to be granted pursuant to Section 4.4 shall be subject to exceptions and limitations consistent with those set forth in the Collateral Documents as in effect on the First Restatement Effective Date (to the extent appropriate in the applicable jurisdiction), (c) no action shall be required in order to create or perfect any security interest in any assets located outside of the United States and no foreign law security or pledge agreement or foreign intellectual property filing or search shall be required, (d) no Loan Party shall be required to seek any landlord lien waiver, estoppel, warehouseman waiver or other collateral access or similar letter or agreement and (e) the security interests in the following Collateral shall not be required to be perfected: (i) assets requiring perfection through control agreements or other control arrangements (other than control of pledged Equity Interests to the extent otherwise required by any Loan Document and promissory notes in a principal amount in excess of $10.0 million); (ii) vehicles and any other assets subject to certificates of title; and (iii) Letter of Credit Rights to the extent not perfected by the filing of a Form UCC-1 financing statement.

Section 4.6 *Material Subsidiaries*. If, at any time after the Second Restatement Effective Date, (a) the book value of the Consolidated Total Assets of all Domestic Subsidiaries (together with their Subsidiaries) that are not Guarantors (solely because such Domestic Subsidiaries do not meet the threshold set forth in clause (a) or (b) of the definition of "*Material Subsidiary*") constitutes in the aggregate more than 5.00% of the book value of the Consolidated Total Assets of the Borrower and its Restricted Subsidiaries at such time or (b) the consolidated net income in accordance with GAAP of all Domestic Subsidiaries (together with their Subsidiaries) that are not Guarantors (solely because such Domestic Subsidiaries do not meet the threshold set forth in clause (a) or (b) of the definition of "*Material Subsidiary*") for any four (4) consecutive fiscal quarters of the Borrower ending on or after December 31, 2015, constitutes in the aggregate more than 5.00% of the consolidated net income in accordance with GAAP of the Borrower and its Restricted Subsidiaries for such period, then the Borrower shall promptly (and in any event not later than the date of delivery of any financial statements required pursuant to Section 6.1(a) or (b) as of the date of which or for the period of which the threshold set forth in clause (a) or (b) above has been exceeded) designate one or more of such Domestic Subsidiaries as a Material Subsidiary pursuant to clause (ii) of the definition of "*Material Subsidiary*" so that after giving effect to such designation the thresholds set forth in clauses (a) and (b) above are no longer exceeded.

ARTICLE 5. Representations and Warranties.

On the dates and to the extent required pursuant to the Second Restatement Agreement or Section 3.1 hereof, as applicable, the Borrower represents and warrants to each Lender and the Administrative Agent that:

Section 5.1 *Financial Statements*. A. The Borrower's audited consolidated balance sheet and related audited consolidated statements of income and cash flows as of and for the fiscal years ended December 31, 2015, December 31, 2014, and December 31, 2013 (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein and (ii) fairly present in all material respects in accordance with GAAP the financial condition of the Borrower and its Subsidiaries as of such dates and for such periods and their results of operations for the periods covered thereby.

(a) The unaudited consolidated balance sheet and related unaudited statements of income and cash flows of the Borrower as of and for the fiscal quarter ended June 30, 2016, in each case, (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present in all material respects in accordance with GAAP the financial condition of the Borrower and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments.

Section 5.2 *Organization and Qualification*. The Borrower and each of its Restricted Subsidiaries (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, except to the extent the failure of any Restricted Subsidiary to be in existence and good standing would not reasonably be expected to have Material Adverse Effect, (ii) has the power and authority to own its property and to transact the business in which it is engaged and proposes to engage, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, and (iii) is duly qualified and in good standing in each jurisdiction where the ownership, leasing or operation of property or the conduct of its business requires such qualification, except, in each case, under this clause (iii) where the same could not be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect.

Section 5.3 *Authority and Enforceability*. The Borrower has the power and authority to enter into this Agreement and the other Loan Documents executed by it, to make the borrowings herein provided for, to issue its Notes (if any), to grant to the Collateral Agent the Liens described in the Collateral Documents executed by the Borrower, and to perform all of its obligations hereunder and under the other Loan Documents executed by it. Each other Loan Party has the power and authority to enter into the Loan Documents executed by it, to grant to the Collateral Agent the Liens described in the Collateral Documents executed by such Person, and to perform all of its obligations under the Loan Documents executed by it. The Loan Documents delivered by the Loan Parties have been duly authorized by proper corporate and/or other organizational proceedings, executed, and delivered by such Person and constitute valid and binding obligations of such Person enforceable against it in accordance with their terms, except (other than with respect to a Certain Funds Credit Extension) as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or similar laws affecting creditors' rights generally and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law); and this Agreement and the other Loan Documents do not, nor does the performance or observance by any Loan Party, if any, of any of the matters and things herein or therein provided for, (a) violate any provision of law or any judgment, injunction, order or decree binding upon any Loan Party, (b) contravene or constitute a default under any provision of the organizational documents (e.g., charter, articles of incorporation, by-laws, articles of association,

operating agreement, partnership agreement or other similar document) of any Loan Party, (c) contravene or constitute a default (or, with respect to a Certain Funds Credit Extension, a material default) under any covenant, indenture or agreement of or affecting any Loan Party or any of its Property, or (d) result in the creation or imposition of any Lien on any Property of any Loan Party other than the Liens granted in favor of the Collateral Agent pursuant to the Collateral Documents and Permitted Liens, except with respect to clauses (a), (c) or (d), to the extent, individually or in the aggregate, that such violation, contravention, breach, conflict, default or creation or imposition of any Lien could not reasonably be expected to result in a Material Adverse Effect; provided that with respect to a Certain Funds Credit Extension this Section 5.3 shall be subject to the Legal Reservations and the Perfection Requirements.

Section 5.4 *No Material Adverse Change*. Since December 31, 2015, there has been no event or circumstance which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 5.5 *Litigation and Other Controversies*. There is no litigation, arbitration or governmental proceeding pending or, to the knowledge of the Borrower and its Restricted Subsidiaries, threatened in writing against the Borrower or any of its Restricted Subsidiaries that could reasonably be expected to have a Material Adverse Effect.

Section 5.6 *True and Complete Disclosure*. As of the Second Restatement Effective Date, all information (other than projections or any other forward-looking information and any information of a general economic or industry-specific nature) furnished by or on behalf of the Borrower or any of its Restricted Subsidiaries in writing to the Administrative Agent, the L/C Issuer or any Lender for purposes of or in connection with this Agreement, or any transaction contemplated herein, is true and accurate in all material respects and not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not misleading in light of the circumstances under which such information was provided; *provided* that, with respect to projected financial information furnished by or on behalf of the Borrower or any of its Restricted Subsidiaries, the Borrower only represents and warrants that such information is prepared in good faith based upon assumptions believed to be reasonable at the time furnished (it being understood that such projections are subject to uncertainties and contingencies, many of which are beyond the control of the Borrower, that actual results may vary from projected results and such variances may be material and that the Borrower makes no representation as to the attainability of such projections or as to whether such projections will be achieved or will materialize).

Section 5.7 *Margin Stock*. No part of the proceeds of any Loan or other extension of credit hereunder will be used by the Borrower or any Restricted Subsidiary thereof to purchase or carry any margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System, "*Margin Stock*") or to extend credit to others for the purpose of purchasing or carrying any margin stock. Neither the making of any Loan or other extension of credit hereunder nor the use of the proceeds thereof will violate or be inconsistent with the provisions of Regulations T, U or X of the Board of Governors of the Federal Reserve System and any successor to all or any portion of such regulations. Margin Stock constitutes less than 25.00% of the value of those assets of the Borrower and its Restricted Subsidiaries that are subject to any limitation on sale, pledge or other restriction hereunder.

Section 5.8 *Taxes*. The Borrower and each of its Restricted Subsidiaries has filed or caused to be filed all Tax returns required to be filed by the Borrower and/or any of its Restricted Subsidiaries, except where failure to so file could not be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect. The Borrower and each of its Restricted Subsidiaries has paid all Taxes payable by them (other than Taxes which are not delinquent), except those (a) not overdue by more than thirty (30) days or (b) if more than 30 days overdue, (i) those that are being contested in good faith and by proper legal proceedings and as to which appropriate reserves have been provided for in accordance with GAAP or (ii) those the non-payment of which could not be reasonably expected to result in a Material Adverse Effect.

Section 5.9 *ERISA*. The Borrower and each other member of its Controlled Group has fulfilled its obligations under the minimum funding standards of, and is in compliance in all material respects with, ERISA and the Code to the extent applicable to it and, other than a liability for premiums under Section 4007 of ERISA, has not incurred any liability to the PBGC or a Plan, except where the failure, noncompliance or incurrence of such could not be reasonably expected, individually or in the aggregate, to have a Material Adverse Effect. The Borrower and its Restricted Subsidiaries have no contingent liabilities with respect to any post-retirement benefits under a Welfare Plan, other than liability for continuation coverage described in article 6 of Title 1 of ERISA, and except as could not be reasonably expected to have a Material Adverse Effect.

Section 5.10 *Subsidiaries*. Schedule 5.10 correctly sets forth, as of the Second Restatement Effective Date, each Subsidiary of the Borrower, its respective jurisdiction of organization and the percentage ownership (whether directly or indirectly) of the Borrower in each class of capital stock or other Equity Interests of each of its Subsidiaries and also identifies the direct owner thereof. As of the Second Restatement Effective Date, all of the Subsidiaries of the Borrower will be Restricted Subsidiaries.

Section 5.11 *Compliance with Laws*. The Borrower and each of its Restricted Subsidiaries is in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Authority in respect of the conduct of their businesses and the ownership of their property, except such noncompliances as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

Section 5.12 *Environmental Matters*. The Borrower and each of its Restricted Subsidiaries is in compliance with all applicable Environmental Laws and the requirements of any permits issued under such Environmental Laws, except to the extent that the aggregate effect of all noncompliances could not reasonably be expected to have a Material Adverse Effect. There are no pending or, to the knowledge of the Borrower and its Restricted Subsidiaries, threatened in writing Environmental Claims, including any such claims (regardless of materiality) for liabilities under CERCLA relating to the disposal of Hazardous Materials, against the Borrower or any of its Restricted Subsidiaries or any real property, including leaseholds, owned or operated by the Borrower or any of its Restricted Subsidiaries, except such claims as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, there are no facts, circumstances, conditions or occurrences on any real property, including leaseholds, owned or operated by the Borrower or any of its Restricted Subsidiaries that, to the knowledge of the Borrower and its Restricted Subsidiaries, could reasonably be expected (i) to form the basis of an Environmental Claim against the Borrower or any of its Restricted Subsidiaries or any such real property, or (ii) to cause any such real property to be subject to any restrictions on the ownership, occupancy, use or transferability of such real property by the Borrower or any of its Restricted Subsidiaries under any applicable Environmental Law. To the knowledge of the Borrower, Hazardous Materials have not been Released on or from any real property, including leaseholds, owned or operated by the Borrower or any of its Restricted Subsidiaries where such Release, individually, or when combined with other Releases, in the aggregate, may reasonably be expected to have a Material Adverse Effect.

Section 5.13 *Investment Company*. Neither the Borrower nor any Restricted Subsidiary is an “investment company” or a company “controlled” by an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

Section 5.14 *Intellectual Property*. The Borrower and each of its Restricted Subsidiaries own all the patents, trademarks, service marks, trade names, copyrights, trade secrets, know-how or other intellectual property rights, or each has obtained licenses or other rights of whatever nature necessary for the present conduct of its businesses, in each case without any known conflict with the rights of others which, or the failure to obtain which, as the case may be, could reasonably be expected to result in a Material Adverse Effect.

Section 5.15 *Good Title*. The Borrower and its Restricted Subsidiaries have good and indefeasible title, or valid leasehold interests, to their material properties and assets as reflected on the Borrower's most recent consolidated balance sheet provided to the Administrative Agent (except for sales of assets permitted hereunder, and such defects in title that could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect) and is subject to no Liens, other than Permitted Liens.

Section 5.16 *Labor Relations*. Neither the Borrower nor any of its Restricted Subsidiaries is engaged in any unfair labor practice that could reasonably be expected to have a Material Adverse Effect. There is (i) no strike, labor dispute, slowdown or stoppage pending against the Borrower or any of its Restricted Subsidiaries or, to the knowledge of the Borrower and its Restricted Subsidiaries, threatened in writing against the Borrower or any of its Restricted Subsidiaries and (ii) to the knowledge of the Borrower and its Restricted Subsidiaries, no union representation proceeding is pending with respect to the employees of the Borrower or any of its Restricted Subsidiaries and no union organizing activities are taking place, except (with respect to any matter specified in clause (i) or (ii) above, either individually or in the aggregate) such as could not reasonably be expected to have a Material Adverse Effect.

Section 5.17 *Capitalization*. Except as set forth on Schedule 5.17, all outstanding Equity Interests of the Borrower and its Restricted Subsidiaries have been duly authorized and validly issued, and, to the extent applicable, are fully paid and nonassessable, and as of the Second Restatement Effective Date there are no outstanding commitments or other obligations of any Restricted Subsidiary to issue, and no rights of any Person to acquire, any Equity Interests in any Restricted Subsidiary.

Section 5.18 *Governmental Authority and Licensing*. The Borrower and its Restricted Subsidiaries have received all licenses, permits, and approvals of each Governmental Authority necessary to conduct their businesses, in each case where the failure to obtain or maintain the same could reasonably be expected to have a Material Adverse Effect. No investigation or proceeding that could reasonably be expected to result in revocation or denial of any license, permit or approval is pending or, to the knowledge of the Borrower, threatened in writing, except where such revocation or denial could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

Section 5.19 *Approvals*. No authorization, consent, license or exemption from, or filing or registration with, any Governmental Authority, nor any approval or consent of any other Person, is or will be necessary to the valid execution, delivery or performance by the Borrower or any other Loan Party of any Loan Document, except (a) for such approvals which have been obtained prior to the date of this Agreement and remain in full force and effect, (b) filings necessary to perfect Liens created by the Loan Documents and (c) consents, approvals, registrations, filings, permits or actions the failure to obtain or perform which could not be reasonably expected to have a Material Adverse Effect.

Section 5.20 *Solvency*. As of the Second Restatement Effective Date and after giving effect to the Transactions and the incurrence of the indebtedness and obligations being incurred in connection with this Agreement and the Transactions, (a) the sum of the debts and liabilities (including subordinated and contingent liabilities) of the Borrower and its Restricted Subsidiaries, taken as a whole, does not exceed the fair value of the present assets of the Borrower and its Restricted Subsidiaries, taken as a whole,

(b) the present fair saleable value of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable debts and liabilities (including subordinated and contingent liabilities) of the Borrower and its Restricted Subsidiaries, taken as a whole, or their debts as they become absolute and matured in the ordinary course of business, (c) the capital of the Borrower and its Restricted Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of the Borrower or its Restricted Subsidiaries, taken as a whole, contemplated as of the date hereof and as proposed to be conducted following the Second Restatement Effective Date; and (d) the Borrower and its Restricted Subsidiaries, taken as a whole, have not incurred, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debts as they mature in the ordinary course of business. For the purposes of this Section 5.20, the amount of any contingent liability at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Accounting Standards Codification Topic 450).

Section 5.21 *Foreign Assets Control Regulations and Anti-Money Laundering*.

(a) *OFAC*. None of the Borrower, any of its Restricted Subsidiaries or, to the knowledge of the Borrower, any director, officer, employee or agent of the Borrower or any of its Restricted Subsidiaries is a Person that is, or is owned or controlled by Persons that are: (i) the target of any sanctions then being administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("*OFAC*"), the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority (collectively, "*Sanctions*"), or (ii) located, organized or resident in a country, region or territory that is, or whose government is, then the subject of Sanctions (currently, Crimea, Cuba, Iran, North Korea, Sudan and Syria).

(b) *Patriot Act*. The Borrower and its Restricted Subsidiaries are in compliance, in all material respects, with the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "*Patriot Act*").

(c) *Use of Proceeds*. The Borrower will not, directly or, to its knowledge, indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, (i) to fund any activities or business of or with any Person, or in any country, region or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions; (ii) in any other manner that would result in a violation of Sanctions by any Loan Party or its Restricted Subsidiaries; (iii) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Restricted Subsidiaries from time to time concerning or relating to bribery or corruption; or (iv) in violation of the Patriot Act.

Section 5.22 *Security Interest in Collateral*. Subject to Section 9.13, the provisions of the Collateral Documents create legal, valid and enforceable Liens on all of the Collateral in favor of the Collateral Agent (or any designee or trustee on its behalf), for the benefit of itself and the other Secured Parties, subject, as to enforceability, to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and to general principles of equity and principles of good faith and dealing, and upon the making of such filings and taking of such other actions required to be taken by the applicable Collateral Documents (including the filing of appropriate financing statements with the office of the Secretary of State of the state of organization of each Loan Party, the filing of appropriate assignments or notices with the U.S. Patent and Trademark Office and the U.S. Copyright Office, and, to the extent required pursuant to Section 4.2 of this Agreement, the proper recordation of mortgages or deeds of trust

and fixture filings with respect to any real property (other than Excluded Property), in each case in favor of the Collateral Agent (or any designee or trustee on its behalf) for the benefit of itself and the other Secured Parties and the delivery to the Collateral Agent of any certificates representing Equity Interests or promissory notes required to be delivered pursuant to the applicable Collateral Documents), such Liens constitute perfected Liens (with the priority such Liens are expressed to have within the relevant Collateral Document) on the Collateral (to the extent such Liens are required to be perfected under the terms of the Loan Documents), securing the Obligations, Hedging Liability, and, at the Borrower's option, Funds Transfer Liability, Deposit Account Liability and Data Processing Obligations, in each case as and to the extent set forth therein.

Section 5.23 *EEA Financial Institutions*. None of the Loan Parties is an EEA Financial Institution.

Section 5.24 *Additional Certain Funds Representations.*

(a) As at the time on which the Rule 2.7 Announcement is made, supplemented or, as the case may be, corrected, the Rule 2.7 Announcement complies with the provisions of the Takeover Code in all material respects (subject to any waivers granted by the Panel) unless supplemented or corrected in compliance with the Takeover Code; and all statements of fact made by the Borrower in that announcement, supplement or, as the case may be, correction are true and accurate in all material respects as at their respective dates unless supplemented or corrected in compliance with the Takeover Code.

(b) If and at the time at which it is released, the Offer Document contains all the material terms of the Offer; the Offer Document (other than the Rule 2.7 Announcement) reflects the terms of the Rule 2.7 Announcement in all material respects (to the extent applicable for the legal form of an Offer) (mutatis mutandis) (except as permitted by Section 6.25(b) unless prohibited by Section 6.25(c)); and all statements of fact made by the Borrower in the Offer Document are true and accurate in all material respects as at its date. If and at the time at which it is released, the Scheme Circular contains all the material terms of the Scheme; the Scheme Circular reflects the terms of the Rule 2.7 Announcement in all material respects (mutatis mutandis) (except as permitted by Section 6.25(b) unless prohibited by Section 6.25(c)); and all statements of fact made by the Borrower in the Scheme Circular are true and accurate in all material respects as at its date.

ARTICLE 6. Covenants.

The Borrower covenants and agrees that, until the Loans or other Obligations hereunder shall have been paid in full (other than with respect to contingent indemnification obligations for which no claim has been made and Letters of Credit that have been cash collateralized or otherwise backstopped (including by "grandfathering" into future credit agreements)) and the Commitments shall have been terminated (the "*Termination Date*"):

Section 6.1 *Information Covenants*. The Borrower will furnish to the Administrative Agent (for delivery to the Lenders):

(a) *Quarterly Reports*. Within 45 days after the end of each fiscal quarter of Vantiv not corresponding with the fiscal year end, commencing with the fiscal quarter ending September 30, 2016, Vantiv's consolidated balance sheet as at the end of such fiscal quarter and the related consolidated statements of income and retained earnings and of cash flows for such fiscal quarter and for the elapsed portion of the fiscal year-to-date period then ended, each in reasonable detail, prepared by Vantiv in accordance with GAAP, and setting forth comparative figures for the corresponding fiscal quarter in the prior fiscal year, all of which shall be certified by the chief

financial officer or other financial or accounting officer of the Borrower that they fairly present in all material respects in accordance with GAAP the financial condition of Vantiv and its Subsidiaries as of the dates indicated and the results of their operations and changes in their cash flows for the periods indicated, subject to normal year-end audit adjustments and the absence of footnotes.

(b) *Annual Statements*. Within 90 days after the close of each fiscal year of Vantiv (commencing with the fiscal year ending December 31, 2016), a copy of Vantiv's consolidated balance sheet as of the last day of the fiscal year then ended and Vantiv's consolidated statements of income, retained earnings, and cash flows for the fiscal year then ended, and accompanying notes thereto, each in reasonable detail and showing in comparative form the figures for the previous fiscal year, accompanied by a report thereon of a firm of independent public accountants of recognized national standing, selected by Vantiv, to the effect that the consolidated financial statements have been prepared in accordance with GAAP and present fairly in accordance with GAAP the consolidated financial condition of Vantiv and its Subsidiaries as of the close of such fiscal year and the results of their operations and cash flows for the fiscal year then ended and that an examination of such accounts in connection with such financial statements has been made in accordance with generally accepted auditing standards (which report shall be unqualified as to scope of such audit and shall not contain any "going concern" or like qualification; *provided* that such report may contain a "going concern" qualification, explanatory paragraph or emphasis solely as a result of an impending maturity within 12 months of, or an impending breach of any financial covenant under, any of the Facilities (including Incremental Facilities, Incremental Equivalent Debt, and Refinancing Indebtedness in respect of any of the foregoing)).

(c) *Annual Budget*. Within 45 days after the commencement of each fiscal year of Vantiv, a detailed consolidated budget for Vantiv and its Subsidiaries for such fiscal year (including a projected consolidated balance sheet and consolidated statements of projected operations, comprehensive income and cash flows as of the end of and for such fiscal year and setting forth the material assumptions used for purposes of preparing such budget).

(d) *Management Discussion and Analysis*. Within 45 days after the close of each of the first three (3) fiscal quarters, a management discussion and analysis of Vantiv and its Subsidiaries' financial performance for that fiscal quarter and a comparison of financial performance for that financial quarter to the corresponding fiscal quarter of the previous fiscal year (in form reasonably acceptable to the Administrative Agent, which shall not be unacceptable solely because it does not contain all of the information required to be included in unaudited interim financial statements by Item 303 of Regulation S-K of the Securities Act of 1933, as amended). Within 90 days after the close of each fiscal year, a management discussion and analysis of Vantiv and its Subsidiaries' financial performance for that fiscal year and a comparison of financial performance for that fiscal year to the prior year.

(e) *Compliance Certificate*. At the time of the delivery of the financial statements provided for in Sections 6.1(a) and (b), a certificate of the chief financial officer or other financial or accounting officer of the Borrower substantially in the form of Exhibit F (w) stating no Default or Event of Default has occurred and is then continuing or, if a Default or Event of Default exists, a detailed description of the Default or Event of Default and all actions the Borrower is taking with respect to such Default or Event of Default, (x) to the extent required by Section 4.6, designating any applicable Domestic Subsidiary as a Material Subsidiary, (y) showing the Borrower's compliance with the covenants set forth in Section 6.22 and (z) solely in connection with the delivery of financial statements pursuant to Section 6.1(b) for any fiscal year beginning with the fiscal year ending December 31, 2017, if the Senior Secured Leverage Ratio calculated on a Pro Forma Basis as of the last day of such fiscal year is greater than 3.75:1.00, calculating Excess Cash Flow for such fiscal year and the Senior Secured Leverage Ratio as of the last day of such fiscal year.

(f) *Notice of Default or Litigation*. Promptly after any senior executive officer of the Borrower obtains knowledge thereof, notice of (i) the occurrence of any event which constitutes a Default or an Event of Default, which notice shall specify the nature thereof, the period of existence thereof and what action the Borrower proposes to take with respect thereto, (ii) the commencement of, or threat in writing of, or any significant development in, any litigation, labor controversy, arbitration or governmental proceeding pending against the Borrower or any of its Restricted Subsidiaries which would reasonably be expected to result in a Material Adverse Effect.

(g) *Other Reports and Filings*. To the extent not required by any other clause in this Section 6.1, promptly, copies of all financial information, proxy materials and other material information which the Borrower or any of its Restricted Subsidiaries has delivered to holders of, or to any agent or trustee with respect to, Indebtedness of the Borrower or any of its Subsidiaries in their capacity as such a holder, agent or trustee to the extent that the aggregate principal amount of such Indebtedness exceeds (or upon the utilization of any unused commitments may exceed) $30.0 million.

(h) *Environmental Matters*. Promptly after any senior executive officer of the Borrower obtains knowledge thereof, notice of one (1) or more of the following environmental matters which individually, or in the aggregate, may reasonably be expected to have a Material Adverse Effect: (i) any notice of an Environmental Claim against the Borrower or any of its Subsidiaries or any real property owned or operated by the Borrower or any of its Subsidiaries; (ii) any condition or occurrence on or arising from any real property owned or operated by the Borrower or any of its Subsidiaries that (a) results in noncompliance by the Borrower or any of its Subsidiaries with any applicable Environmental Law or (b) could reasonably be expected to form the basis of an Environmental Claim against the Borrower or any of its Subsidiaries or any such real property; (iii) any condition or occurrence on any real property owned or operated by the Borrower or any of its Subsidiaries that could reasonably be expected to cause such real property to be subject to any restrictions on the ownership, occupancy, use or transferability by the Borrower or any of its Subsidiaries of such real property under any Environmental Law; and (iv) any removal or remedial actions to be taken in response to the actual or alleged presence of any Hazardous Material on any real property owned or operated by the Borrower or any of its Subsidiaries as required by any Environmental Law or any Governmental Authority. All such notices shall describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and the Borrower's or such Subsidiary's response thereto. In addition, the Borrower agrees to provide the Lenders with copies of all material non-privileged written communications by the Borrower or any of its Subsidiaries with any Person or Governmental Authority relating to any of the matters set forth in clauses (i)-(iv) above, and such detailed reports relating to any of the matters set forth in clauses (i)-(iv) above as may reasonably be requested by the Administrative Agent or the Required Lenders.

(i) *Other Information*. From time to time, such other information or documents (financial or otherwise) as the Administrative Agent or any Lender (through the Administrative Agent) may reasonably request; *provided* that the Administrative Agent and any Lender (through the Administrative Agent) may request such information in their respective capacities as Administrative Agent and Lender only and may not use such information for any purpose other than a purpose reasonably related to its capacity as Administrative Agent or Lender, as

applicable; *provided further* that nothing in this Section 6.1(i) shall require Holdco, the Borrower or any Subsidiary to take any action that would violate any customary third party confidentiality agreement with any Person that is not an Affiliate (and, in all events, so long as such confidentiality agreement does not relate to information regarding the financial affairs of Holdco, the Borrower or any Subsidiary or the compliance with the terms of any Loan Document) or waive any attorney-client or similar privilege.

Information and documents required to be delivered pursuant to this Section 6.1 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address provided to the Administrative Agent or on an Intralinks or similar site to which the Lenders have been granted access; or (ii) on which such documents are transmitted by electronic mail to the Administrative Agent.

Notwithstanding the foregoing, the obligations in clauses (a) and (b) of this Section 6.1 may be satisfied by furnishing Vantiv's Form 10-K or 10-Q, as applicable, filed with the Securities and Exchange Commission.

Section 6.2 *Inspections*. The Borrower will, and will cause each Restricted Subsidiary to, permit officers, designated representatives and agents of the Administrative Agent (or any Lender solely if accompanying the Administrative Agent), to visit and inspect any Property of the Borrower or such Restricted Subsidiary, and to examine the books of account of the Borrower or such Restricted Subsidiary and discuss the affairs, finances and accounts of the Borrower or such Restricted Subsidiary with its and their officers and independent accountants, all at such reasonable times as the Administrative Agent may request; *provided* that (i) prior written notice of any such visit, inspection or examination shall be provided to the Borrower and such visit, inspection or examination shall be performed at reasonable times to be agreed to by the Borrower, which agreement will not be unreasonably withheld, (ii) excluding any such visits and inspections during the continuation of an Event of Default, the Administrative Agent shall not exercise its rights under this Section 6.2 more often than one (1) time during any such fiscal year, the Borrower is not obligated to compensate the Administrative Agent for more than one (1) inspection and examination by the Administrative Agent during any calendar year and any such compensation shall be subject to the limitations of Section 10.13, and (iii) the Administrative Agent may conduct inspections pursuant to this Section 6.2 in its respective capacity as Administrative Agent only and may not conduct inspections or utilize information from such inspections for any purpose other than a purpose reasonably related to its capacity as Administrative Agent; *provided*, *further*, that nothing in this Section 6.2 shall require Holdco, the Borrower or any Subsidiary to take any action or permit any inspection that would violate any customary third party confidentiality agreement with any Person that is not an Affiliate (and, in all events, so long as such confidentiality agreement does not relate to information regarding the financial affairs of Holdco, the Borrower or any Subsidiary or the compliance with the terms of any Loan Document) or waive any attorney-client or similar privilege. The Administrative Agent shall give the Borrower a reasonable opportunity to participate in any discussions with the Borrower's independent public accountants.

Section 6.3 *Maintenance of Property, Insurance, Environmental Matters, etc*.

(a) The Borrower will, and will cause each of its Subsidiaries to, (i) keep its property, plant and equipment in good repair, working order and condition, except (A) normal wear and tear and casualty and condemnation and (B) to the extent that failure to do so would not reasonably be expected to result in a Material Adverse Effect, and (ii) maintain in full force and effect with financially sound and reputable insurance companies insurance against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business of the Borrower and shall furnish to the Administrative Agent upon its reasonable request (but not more than twice per fiscal year in the absence of an Event of Default) reasonably detailed information as to the insurance so carried.

(b) Without limiting the generality of Section 6.3(a), the Borrower and its Subsidiaries: (i) shall comply with, and maintain all real property in compliance with, any applicable Environmental Laws; (ii) shall obtain and maintain in full force and effect all governmental approvals required for its operations at or on its properties by any applicable Environmental Laws; (iii) shall cure as soon as reasonably practicable any violation of applicable Environmental Laws with respect to any of its properties which individually or in the aggregate may reasonably be expected to have a Material Adverse Effect; (iv) shall not, and shall not permit any other Person to, own or operate on any of its properties any landfill or dump or hazardous waste treatment, storage or disposal facility as defined pursuant to the RCRA, or any comparable state law; and (v) shall not use, generate, treat, store, release or dispose of Hazardous Materials at or on any of the real property except in the ordinary course of its business and in compliance with all Environmental Laws; except, with respect to clauses (i), (ii), (iv) and (v), to the extent, either individually or in the aggregate, all of the same could not be reasonably expected to have a Material Adverse Effect. With respect to any Release of Hazardous Materials, the Borrower and its Restricted Subsidiaries shall conduct any necessary or required investigation, study, sampling and testing, and undertake any cleanup, removal, remedial or other response action necessary to remove, cleanup or abate any material quantity of Hazardous Materials released at or on any of its properties as required by any applicable Environmental Law.

Section 6.4 *Books and Records*. Each of Holdco and the Borrower will, and will cause each Restricted Subsidiary to, maintain proper books of record and account in which entries that are full, true and correct in all material respects and are in conformity with GAAP consistently applied shall be made of all material financial transactions and matters involving the assets and business of Holdco, the Borrower or its Restricted Subsidiary, as the case may be.

Section 6.5 *Preservation of Existence*. The Borrower will, and will cause each of its Restricted Subsidiaries to, do or cause to be done, all things necessary to preserve and keep in full force and effect (a) its existence under the laws of its jurisdiction of organization and (b) its franchises, authority to do business, licenses, patents, trademarks, copyrights and other proprietary rights, except, (i) in the case of clause (a) with respect to each Restricted Subsidiary and (ii) in the case of clause (b), in each case, where the failure to do so would not reasonably be expected to have a Material Adverse Effect; *provided*, *however*, that nothing in this Section 6.5 shall prevent the Borrower or any Restricted Subsidiary from consummating any transaction permitted by Section 6.16.

Section 6.6 *Compliance with Laws*. The Borrower shall, and shall cause each Restricted Subsidiary to, comply in all respects with the requirements of all laws, rules, regulations, ordinances and orders applicable to its property or business operations of any Governmental Authority, where any such non-compliance, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect or result in a Lien upon any of its Property (other than a Permitted Lien).

Section 6.7 *ERISA*. The Borrower shall, and shall cause each Subsidiary to, promptly pay and discharge all obligations and liabilities arising under ERISA of a character which if unpaid or unperformed would reasonably be expected to have a Material Adverse Effect. The Borrower shall, and shall cause each Subsidiary to, promptly notify the Administrative Agent of: (a) the occurrence of any Reportable Event with respect to a Plan, (b) receipt of any notice from the PBGC of its intention to seek termination of any Plan or appointment of a trustee therefor and (c) its intention to terminate or withdraw from any Plan, in each case, except as could not reasonably be expected to have a Material Adverse Effect.

Section 6.8 *Payment of Taxes*. The Borrower will, and will cause each of its Restricted Subsidiaries to, pay and discharge all material Taxes imposed upon it or any of its Property, before becoming delinquent and before any material penalties accrue thereon, unless and to the extent that (a) such Taxes are being contested in good faith and by proper proceedings and as to which appropriate reserves are provided therefor in accordance with GAAP, unless and until any material Lien resulting therefrom attaches to any of its Property or (b) the failure to pay such Taxes could not be reasonably expected to have a Material Adverse Effect.

Section 6.9 *Designation of Subsidiaries*. The Borrower may at any time after the Second Restatement Effective Date designate (or re-designate) any existing or subsequently acquired or organized Restricted Subsidiary of the Borrower as an Unrestricted Subsidiary and designate (or re-designate) any Unrestricted Subsidiary as a Restricted Subsidiary; *provided* that (i) immediately before and after such designation or re-designation on a Pro Forma Basis, no Event of Default shall have occurred and be continuing (including after the reclassification of investments in, Indebtedness of, and Liens on, the applicable Subsidiary or its assets) and (ii) immediately after giving effect to such designation or re-designation, the Borrower and its Restricted Subsidiaries shall be in compliance, on a Pro Forma Basis, with the covenants set forth in Section 6.22 recomputed as of the last day of the most recent period for which financial statements have been or were required to be delivered pursuant to Section 6.1(a) or (b). The designation (or re-designation) of any Subsidiary as an Unrestricted Subsidiary after the Second Restatement Effective Date shall constitute an investment by the Borrower therein at the date of designation (or re-designation) in an amount equal to the fair market value of the Borrower's or its Restricted Subsidiary's (as applicable) investment therein. Such designation (or re-designation) will be permitted only if an investment in such amount would be permitted at such time pursuant to Section 6.17. Unrestricted Subsidiaries will not be subject to any of the mandatory prepayments, representations and warranties, covenants or Events of Default set forth in the Loan Documents.

Section 6.10 *Use of Proceeds*. The Borrower shall use the proceeds of the Revolving Loans and Swing Loans on or after the Second Restatement Effective Date for working capital needs and other general corporate purposes of the Borrower and its subsidiaries (including for capital expenditures, Acquisitions, working capital and/or purchase price adjustments, the payment of transaction fees and expenses (in each case, including in connection with the Transactions), other investments, Distributions and any other purpose not prohibited by the Loan Documents). The Borrower shall use the proceeds of the Term A-3 Loans and the Initial Term B Loans made in cash on the Second Restatement Effective Date to finance a portion of the Transactions (including the payment of Transaction Costs) and for working capital and other general corporate purposes, including the financing of Permitted Acquisitions and other investments and any other use not prohibited by the Loan Documents~~.~~; *provided* that the Borrower shall use the proceeds of the 2017 Rook Incremental Term B Loans solely to fund the Existing Shareholder Distribution (as defined in Incremental Amendment No. 2). The Borrower and its Subsidiaries shall use the proceeds of the Incremental Facilities for working capital and other general corporate purposes, including the financing of Permitted Acquisitions and other investments and any other use not prohibited by the Loan Documents~~; *provided* that the~~. The Borrower and its Subsidiaries shall use the proceeds of the 2017 ~~Rook~~ Incremental Term ~~B Loans solely to fund the Existing Shareholder Distribution (as defined in Incremental Amendment No. 2)~~Facilities for the purposes of discharging amounts due in respect of the Certain Funds Transactions.

Section 6.11 *Contracts with Affiliates*. The Borrower shall not, nor shall it permit any Restricted Subsidiary to, enter into any contract, agreement or business arrangement with any of its Affiliates (other than by or among the Borrower and/or its Restricted Subsidiaries), except on terms that are not materially less favorable to the Borrower or such Restricted Subsidiary as would have been obtained in a comparable arm's-length transaction with a Person that is not an Affiliate; *provided* that the foregoing restrictions shall not apply to:

(a) individual transactions with an aggregate value of less than $20.0 million;

(b) transactions permitted by Section 6.18;

(c) the First Restatement Agreement Transactions and the transactions contemplated by the Master Investment Agreement and the Ancillary Agreements (as defined in the Master Investment Agreement);

(d) [Reserved];

(e) employment and severance arrangements and health, disability and similar insurance or benefit plans between the Borrower (or any direct or indirect parent thereof) and the Restricted Subsidiaries and their respective directors, officers, employees (including management and employee benefit plans or agreements, subscription agreements or similar agreements pertaining to the repurchase of capital stock pursuant to put/call rights or similar rights with current or former employees, officers or directors and stock option or incentive plans and other compensation arrangements) in the ordinary course of business or as otherwise approved by the board of directors (or similar governing body) of the Borrower;

(f) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, directors, managers, consultants, officers and employees of the Borrower and the Restricted Subsidiaries (or any direct or indirect parent of the Borrower) in the ordinary course of business (in the case of any direct or indirect parent of the Borrower, to the extent attributable to the operations of the Borrower or its Restricted Subsidiaries);

(g) transactions with joint ventures for the purchase and sale of goods, equipment or services entered into in the ordinary course of business;

(h) transactions pursuant to permitted agreements in existence on the Second Restatement Effective Date and set forth on Schedule 6.11 or any amendment thereto to the extent such an amendment is not adverse, taken as a whole, to the Lenders in any material respect;

(i) payments by the Borrower and its Restricted Subsidiaries to each other pursuant to tax sharing agreements or arrangements among any direct or indirect parent of Borrower and such parent's Restricted Subsidiaries on customary terms;

(j) loans and other transactions among the Borrower and its Subsidiaries (and any direct and indirect parent company of the Borrower) to the extent permitted under this ARTICLE 6; *provided* that any Indebtedness of any Loan Party owed to a Subsidiary that is not a Loan Party shall be subordinated in right of payment to the Obligations (it being understood that payments shall be permitted thereon unless an Event of Default has occurred and is continuing); and

(k) payments or loans (or cancellation of loans) to directors, officers, employees, members of management or consultants of the Borrower, any of its direct or indirect parent companies or any of its Restricted Subsidiaries which are approved by a majority of the board of directors of the Borrower in good faith.

Section 6.12 *No Changes in Fiscal Year*. The Borrower shall not, nor shall it permit any Restricted Subsidiary to, change its fiscal year for financial reporting purposes from its present basis without the prior written consent of the Administrative Agent (which consent shall not be unreasonably withheld); *provided* that in the event that the Administrative Agent shall so consent to such change, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary in order to reflect such change in financial reporting.

Section 6.13 *Change in the Nature of Business; Limitations on the Activities of Holdco*. The Borrower and its Restricted Subsidiaries, taken as a whole, will not fundamentally and substantively alter the character of their business, taken as a whole, from the Business conducted by the Borrower on the Second Restatement Effective Date and other business activities incidental or related to any of the foregoing unless such change occurs as a result of any Regulatory Event at any Lender.

(a) Holdco will not conduct, transact or otherwise engage in any business or operations other than (i) the ownership of the capital stock of each direct Subsidiary of Holdco, as applicable, on the Second Restatement Effective Date, (ii) maintaining its corporate existence, (iii) participating in tax, accounting and other administrative activities as a member of the consolidated group of companies, including the Loan Parties, (iv) the execution and delivery of the Loan Documents, other documents relating to the First Restatement Agreement Transactions, the Transactions and any documents pertaining to Indebtedness and Liens permitted by clauses (A) and/or (B) below, in each case, to which it is a party and the performance of its obligations thereunder, (v) the performance of its obligations under the Master Investment Agreement and the Ancillary Agreements (as defined in the Master Investment Agreement), (vi) in connection with any Qualified Public Offering or any other issuance of Equity Interests not prohibited by ARTICLE 6, including the initial public offering of Vantiv's Equity Interests, (vii) providing indemnification to officers and directors, (viii) holding any cash or property received in connection with Distributions permitted under Section 6.18 and (ix) activities incidental to the businesses or operations described in clauses (i) through (viii) above; or create, incur, assume or suffer to exist (A) any Indebtedness except pursuant to (v) the Loan Documents, (w) guarantees by Holdco of Incremental Equivalent Debt incurred by the Borrower and/or any Subsidiary Guarantor under Section 6.14(u) or Refinancing Indebtedness incurred by the Borrower and/or any Subsidiary Guarantor under Section 6.14(r) to refinance Indebtedness incurred pursuant to the Loan Documents or Section 6.14(u); *provided* that, if any such Indebtedness of the Borrower or any Subsidiary Guarantor is subordinated in right of payment to the Obligations, any guarantee by Holdco thereof shall be subordinated in right of payment to Holdco's guarantee of the Obligations to the same extent, (x) intercompany Indebtedness, (y) the Transactions or (z) the transactions contemplated under the Master Investment Agreement or the Ancillary Agreements (as defined in the Master Investment Agreement) or (B) Liens except (v) pursuant to the Loan Documents, (w) on Collateral securing any guarantee by Holdco permitted by clause (A)(w) above; *provided* that such Liens are subject to intercreditor arrangements reasonably satisfactory to the Administrative Agent and, if the Indebtedness of the Borrower or any Subsidiary Guarantor guaranteed by Holdco pursuant to clause (A)(w) above is secured on a junior basis to the Obligations, the guarantee by Holdco thereof shall be secured on a junior basis to the Obligations to the same extent, (x) pursuant to the Transactions, (y) pursuant to the transactions contemplated under the Master Investment Agreement or the Ancillary Agreements (as defined in the Master Investment Agreement) and (z) non-consensual Liens.

(b) Notwithstanding the foregoing or anything herein to the contrary, Holdco may merge or consolidate with or into any other Person (other than the Borrower) or liquidate or dissolve so long as: (i) (x) in the case of a merger or consolidation, Holdco shall be the continuing or surviving Person or (y) in the case of a merger or consolidation in which Holdco is not the continuing or surviving Person or in the case of any liquidation or dissolution, the Person formed by or surviving any such merger or consolidation or receiving the assets of Holdco, as applicable, shall be an entity organized or existing under the laws of the United States, any state thereof or the District of Columbia (Holdco or such Person, as the case may be, being herein referred to as the "*Successor Holdco*"), (ii) the Successor Holdco (if other than Holdco) shall expressly assume all the obligations of Holdco under this Agreement and the

other Loan Documents pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Administrative Agent, (iii) no Event of Default has occurred and is continuing at the date of such merger, consolidation, liquidation or dissolution or would result from such merger, consolidation, liquidation or dissolution, (iv) each Subsidiary Guarantor, unless it is the other party to such merger or consolidation, or unless the Successor Holdco is Holdco, shall have by a reaffirmation agreement in form reasonably satisfactory to the Administrative Agent confirmed that its obligations under the Guaranty, the Collateral Documents and any other Loan Documents to which it is a party shall apply to the Successor Holdco's obligations under the Loan Documents, (v) the Successor Holdco shall, immediately following such merger, consolidation, liquidation or dissolution directly or indirectly own all Subsidiaries directly owned by Holdco immediately prior to such merger, consolidation, liquidation or dissolution, (vi) the Secured Parties' rights and remedies under the Loan Documents, taken as a whole, including their rights and remedies with respect to any Guaranty and any Collateral owned by the Successor Holdco, and the Successor Holdco's obligations under the Loan Documents, including the Guaranty, the Security Agreement and any other Collateral Documents to which it is a party, will not be impaired in any manner as a result of such merger, consolidation, liquidation or dissolution and (vii) the Borrower shall have provided all documentation and other information regarding the Successor Holdco (unless such Successor Holdco is Holdco) as shall have been reasonably requested in writing by the Administrative Agent or any Lender through the Administrative Agent that the Administrative Agent or such Lender shall have reasonably determined is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act; provided that, if the foregoing are satisfied, the Successor Holdco (if other than Holdco) will succeed to, and be substituted for, Holdco under this Agreement.

Section 6.14 *Indebtedness*. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, contract, create, incur, assume or suffer to exist any Indebtedness, except;

(a) the Obligations, Hedging Liability (other than for speculative purposes), and Funds Transfer Liability, Deposit Account Liability and Data Processing Obligations of the Borrower and its Restricted Subsidiaries;

(b) Indebtedness owed pursuant to Hedge Agreements entered into in the ordinary course of business and not for speculative purposes with Persons other than Lenders (or their Affiliates);

(c) intercompany Indebtedness among the Borrower and its Restricted Subsidiaries to the extent permitted by Section 6.17;

(d) Indebtedness (including Capitalized Lease Obligations and other Indebtedness arising under Capital Leases) the proceeds of which are used to finance the acquisition, lease, construction, repair, replacement, expansion or improvement of fixed or capital assets or otherwise incurred in respect of capital expenditures, whether through the direct purchase of assets or the purchase of capital stock of any Person owning such assets; *provided* that the aggregate principal amount of Indebtedness outstanding under this clause (d), together with any Refinancing Indebtedness incurred under clause (r) below in respect thereof, shall not exceed the greater of $75.0 million and 1.0% of Consolidated Total Assets (measured as of the date such Indebtedness is issued or incurred and based upon the financial statements most recently delivered on or prior to such date pursuant to Section 6.1(a) or (b), but giving effect to any Specified Transaction occurring thereafter and on or prior to the date of determination);

(e) Indebtedness of the Borrower and its Restricted Subsidiaries not otherwise permitted by this Section; *provided* that the aggregate amount of Indebtedness outstanding under this clause (e) shall not exceed the greater of $300.0 million and 4.0% of Consolidated Total Assets (measured as of the date such Indebtedness is issued or incurred and based upon the financial statements most recently delivered on or prior to such date pursuant to Section 6.1(a) or (b), but giving effect to any Specified Transaction occurring thereafter and on or prior to the date of determination);

(f) Contingent Obligations incurred by (i) any Restricted Subsidiary in respect of Indebtedness of the Borrower or any other Subsidiary that is permitted to be incurred under this Agreement and (ii) the Borrower in respect of Indebtedness of any Subsidiary that is permitted to be incurred under this Agreement; *provided* that any such Contingent Obligations incurred by the Borrower or any Loan Party with respect to Indebtedness incurred by any Subsidiary that is not a Loan Party, must not be prohibited by Section 6.17;

(g) Contingent Obligations incurred in the ordinary course of business in respect of obligations to suppliers, customers, franchisees, lessors, licensees or distribution partners;

(h) (i) unsecured (other than vendor’s liens arising by operation of law) Indebtedness in respect of obligations of the Borrower or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; *provided* that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms in the ordinary course of business and not in connection with the borrowing of money or any Hedge Agreements and (ii) unsecured Indebtedness in respect of intercompany obligations of the Borrower or any Restricted Subsidiary in respect of accounts payable incurred in connection with goods sold or services rendered in the ordinary course of business and not in connection with the borrowing of money;

(i) Indebtedness arising from agreements of the Borrower or any Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, entered into in connection with the disposition of any business, assets or capital stock permitted hereunder, other than Contingent Obligations incurred by any Person acquiring all or any portion of such business, assets or capital stock for the purpose of financing such acquisition;

(j) Indebtedness arising from agreements of the Borrower or any Restricted Subsidiary providing for earn-outs, indemnification, adjustment of purchase price or similar obligations, in each case, entered into in connection with Permitted Acquisitions or other investments permitted under Section 6.17;

(k) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds, performance and completion guarantees and similar obligations incurred in the ordinary course of business and not in connection with the borrowing of money or Hedge Agreements;

(l) Indebtedness of the Borrower or any Restricted Subsidiary consisting of (i) obligations to pay insurance premiums or (ii) take or pay obligations contained in supply agreements, in each case arising in the ordinary course of business and not in connection with the borrowing of money or Hedge Agreements;

(m) Indebtedness representing deferred compensation or similar arrangements to employees, consultants or independent contractors of the Borrower (or its direct or indirect parent) and its Restricted Subsidiaries incurred in the ordinary course of business or otherwise incurred in connection with the consummation of the First Restatement Agreement Transactions or any Permitted Acquisition or other investment whether consummated prior to the Second Restatement Effective Date or permitted under Section 6.17;

(n) Indebtedness consisting of promissory notes issued to current or former officers, managers, consultants, directors and employees (or their respective spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees) to finance the purchase or redemption of capital stock of the Borrower or any of its direct or indirect parent companies permitted by Section 6.18;

(o) Indebtedness in respect of Cash Management Services, netting services, automatic clearing house arrangements, employees' credit or purchase cards, overdraft protections and similar arrangements in each case incurred in the ordinary course of business;

(p) Indebtedness of the Borrower and its Restricted Subsidiaries in existence on the Second Restatement Effective Date and set forth in all material respects on Schedule 6.14;

(q) Indebtedness incurred by the Borrower or any Restricted Subsidiary constituting reimbursement obligations with respect to bankers' acceptances and letters of credit issued in the ordinary course of business, including letters of credit in respect of workers' compensation laws, unemployment insurance laws or similar legislation, or other Indebtedness with respect to reimbursement type obligations regarding workers' compensation laws, unemployment insurance laws or similar legislation; *provided*, *however*, that upon the drawing of such bankers' acceptances and letters of credit or the incurrence of such Indebtedness, such obligations are reimbursed within 30 days following such drawing or incurrence;

(r) the incurrence by the Borrower or any Restricted Subsidiary of Indebtedness which serves to refund or refinance any Indebtedness permitted under clauses (a), (d), (p), (q), (s), (u), (v), (w), (x) and (y) of this Section 6.14 or any Indebtedness issued to so refund, replace or refinance (herein, "refinance") such Indebtedness, including, in each case, additional Indebtedness incurred to pay accrued but unpaid interest, premiums (including tender premiums), defeasance costs and fees and expenses in connection therewith (collectively, the "*Refinancing Indebtedness*") prior to its respective maturity; *provided*, *however*, that such Refinancing Indebtedness:

(A) (other than with respect to Refinancing Indebtedness that refinances Indebtedness incurred under clause (a) of this Section 6.14) has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness being refunded or refinanced;

(B) to the extent such Refinancing Indebtedness refinances Indebtedness permitted under clause (a) of this Section 6.14 (i) if secured (w) is secured only by the Collateral and on a *pari passu* or subordinated basis with the Obligations, (x) is subject to customary intercreditor arrangements, the material terms of which are reasonably satisfactory to the Administrative Agent, (y) in the case of the refinancing of any Term Facility shall not have a shorter Weighted Average Life to Maturity than the Term Loans being refinanced and (z) in the case of the refinancing of any Revolving Facility does not have required scheduled amortization or commitment reductions earlier than the Revolving Credit Termination Date, (ii) has a maturity date no earlier than the latest maturity date of the relevant tranche or Class of Facilities being refinanced or replaced and (iii) has terms (excluding pricing, fees, rate floors, optional prepayment or

redemption terms, subordination terms (such subordination terms to be on current market terms) and maturity date) that are not, when taken as a whole, materially more favorable to the lenders providing such Refinancing Indebtedness than those applicable to the relevant tranche or Class of Facilities being refinanced or replaced (except for covenants or other provisions applicable only to periods after the then-existing latest final maturity date of the relevant tranche or Class of Facilities being refinanced or replaced) or are on current market terms for such type of Indebtedness (as reasonably determined by the Borrower in good faith);

(C) to the extent such Refinancing Indebtedness refinances Indebtedness that was originally (1) subordinated or *pari passu* to the Obligations (other than Indebtedness incurred under clause (w) of this Section 6.14), such Refinancing Indebtedness is subordinated or *pari passu* to the Obligations at least to the same extent as the Indebtedness being refinanced or refunded, (2) secured by the Collateral on a *pari passu* or junior basis, such Refinancing Indebtedness is secured only by the Collateral and only to the extent as the Indebtedness being refinanced or refunded (but, for the avoidance of doubt, may be unsecured), (3) secured by assets other than the Collateral, such Refinancing Indebtedness is secured only by assets other than the Collateral or (4) unsecured, such Refinancing Indebtedness is unsecured; and

(D) shall not include Indebtedness of a non-Loan Party that refinances Indebtedness of a Loan Party.

(s) Indebtedness of (x) the Borrower or any Subsidiary incurred to finance a permitted Acquisition or (y) Persons that are acquired by the Borrower or any Subsidiary or merged into the Borrower or a Subsidiary in a permitted Acquisition in accordance with the terms of this Agreement or that is assumed by the Borrower or any Subsidiary in connection with such permitted Acquisition; *provided* that such Indebtedness under this clause (y) is not incurred in contemplation of such permitted Acquisition; *provided further* that:

(A) no Default exists or shall result therefrom;

(B) any Indebtedness incurred in reliance on clause (x) of this Section 6.14(s) shall not be secured by a Lien and shall not mature or require any payment of principal, in each case, prior to the date which is 91 days after the latest final maturity date of any Class of Term B Loans outstanding at the time of the incurrence of such Indebtedness;

(C) in the case of any Indebtedness incurred in reliance on clause (y) of this Section 6.14(s) the aggregate principal amount of such Indebtedness that is secured by any Lien, together with all Refinancing Indebtedness in respect thereof, shall not exceed $150.0 million; and

(D) subject to subclause (C) above, immediately prior to, and after giving effect to such permitted Acquisition, at the Borrower’s option either on the date of execution of the related acquisition agreement or on the date such Acquisition is consummated, the Borrower and its Restricted Subsidiaries shall be in compliance, on a Pro Forma Basis, with the covenants set forth in Section 6.22 recomputed as of the last day of the most recently completed period for which financial statements have been or were required to be delivered pursuant to Section 6.1(a) or (b);

(t) Indebtedness of the Borrower or any of its Restricted Subsidiaries supported by a letter of credit in a principal amount not to exceed the face amount of such letter of credit;

(u) secured or unsecured notes issued in lieu of Incremental Facilities (such notes, "*Incremental Equivalent Debt*"); *provided* that if secured (i) is secured only by the Collateral and on a *pari passu* or subordinated basis with the Obligations and (ii) is subject to customary intercreditor arrangements reasonably satisfactory to the Administrative Agent and *provided*, *further* that any such Incremental Equivalent Debt (x) otherwise satisfies clauses (A), (B), (D), (F), (I), (J) and (K) of Section 2.14(a) as if such Incremental Equivalent Debt were an Incremental Facility and (y) does not exceed the Incremental Cap; *provided further* that no Incremental Equivalent Debt may be secured by any Collateral (or assets that would constitute Collateral if the Obligations were secured by such assets) at any time that the Obligations are not secured by the Collateral as a result of any release of Collateral pursuant to Section 9.13;

(v) senior subordinated or subordinated unsecured Indebtedness of the Borrower or any of its Restricted Subsidiaries; *provided* that the terms of such Indebtedness (excluding pricing, fees, rate floors, optional prepayment or redemption terms and subordination terms (such subordination terms to be on current market terms)) are not, when taken as a whole, materially more favorable (as reasonably determined by the Borrower in good faith) to the lenders providing such Indebtedness than those applicable to the Facilities (other than any covenants or any other provisions applicable only to periods after the Final Maturity Date (in each case, as of the incurrence of such Indebtedness)) or is otherwise on current market terms for such type of Indebtedness (as reasonably determined by the Borrower in good faith) and *provided further*, that, after giving effect thereto, (i) the Leverage Ratio does not exceed 5.75:1.00, calculated on a Pro Forma Basis as of the last day of the most recently ended period of four consecutive fiscal quarters for which financial statements have been or were required to be delivered pursuant to Section 6.1(a) or (b) and (ii) no Event of Default shall have occurred and be continuing or would result therefrom;

(w) senior unsecured Indebtedness of the Borrower or any of its Restricted Subsidiaries; *provided* that the terms of such Indebtedness (excluding pricing, fees, rate floors, optional prepayment or redemption terms and subordination terms (such subordination terms to be on current market terms)) are not, when taken as a whole, materially more favorable (as reasonably determined by the Borrower in good faith) to the lenders providing such Indebtedness than those applicable to the Facilities (other than any covenants or any other provisions applicable only to periods after the Final Maturity Date (in each case, as of the incurrence of such Indebtedness)) or is otherwise on current market terms for such type of Indebtedness or is otherwise on current market terms for such type of Indebtedness (as reasonably determined by the Borrower in good faith) and *provided further* that, after giving effect thereto, (i) the Leverage Ratio does not exceed 5.75:1.00, calculated on a Pro Forma Basis as of the last day of the most recently ended period of four consecutive fiscal quarters for which financial statements have been or were required to be delivered pursuant to Section 6.1(a) or (b) and (ii) no Event of Default shall have occurred and be continuing or would result therefrom;

(x) additional secured Indebtedness of the Borrower or any of its Restricted Subsidiaries *provided* that after giving effect thereto, the Senior Secured Leverage Ratio does not exceed 4.85:1.00, calculated on a Pro Forma Basis as of the last day of the most recently ended period of four consecutive fiscal quarters for which financial statements have been or were required to be delivered pursuant to Section 6.1(a) or (b) and *provided further* that (i) no Event of Default shall have occurred and be continuing or would result therefrom and (ii) such Indebtedness (A) is secured by the Collateral only, (B) if secured on a *pari passu* basis with the

Obligations, consists of notes, (C) otherwise satisfies clauses (A), (B), (D), (F), (I), (J) and (K) of Section 2.14(a) as if such Indebtedness were an Incremental Facility and (D) is subject to intercreditor arrangements reasonably satisfactory to the Administrative Agent; *provided further* that no such Indebtedness may be secured by any Collateral (or assets that would constitute Collateral if the Obligations were secured by such assets) at any time that the Obligations are not secured by the Collateral as a result of any release of Collateral pursuant to Section 9.13;

(y) additional Indebtedness of the Borrower or any of its Restricted Subsidiaries that are not Loan Parties; *provided* that the aggregate principal amount of Indebtedness outstanding under this clause (y), together with any Refinancing Indebtedness incurred under clause (r) above in respect thereof, shall not exceed the greater of $150.0 million and 2.0% of Consolidated Total Assets (measured as of the date such Indebtedness is issued or incurred and based upon the financial statements most recently delivered on or prior to such date pursuant to Section 6.1, but giving effect to any Specified Transaction occurring thereafter and on or prior to the date of determination); and

(z) all customary premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in each of Section 6.14(a) through 6.14(y) above.

Section 6.15 *Liens*. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, create, incur or suffer to exist any Lien on any of its Property; *provided* that the foregoing shall not prevent the following (the Liens described below, the "*Permitted Liens*"):

(a) Liens for the payment of taxes which are not yet due and payable or the payment of which is not required by Section 6.8;

(b) Liens (i) arising by statute in connection with worker's compensation, unemployment insurance, old age benefits, social security obligations, taxes, assessments, statutory obligations or other similar charges, (ii) in connection with bids, tenders, contracts or leases to which the Borrower or any Restricted Subsidiary is a party or (iii) to secure public or statutory obligations of such Person or deposits of cash or Cash Equivalents to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or for the payment of rent, in each case, incurred in the ordinary course of business;

(c) mechanics', workmen's, materialmen's, landlords', carriers' or other similar Liens arising in the ordinary course of business with respect to obligations which are not overdue by a period of more than 30 days or if more than 30 days over due (i) which could not reasonably be expected to have a Material Adverse Effect or (ii) which are being contested in good faith by appropriate proceedings;

(d) Subject to Section 9.13, Liens created by or pursuant to this Agreement and the Collateral Documents;

(e) Liens on property of the Borrower or any Restricted Subsidiary created solely for the purpose of securing indebtedness permitted by Section 6.14(d) hereof; *provided* that no such Lien shall extend to or cover other Property of the Borrower or such Restricted Subsidiary other than the respective Property so acquired or similar Property acquired from the same lender or its Affiliates, and the principal amount of indebtedness secured by any such Lien shall at no time exceed the purchase price of all such Property;

(f) Liens assumed in connection with Permitted Acquisitions;

(g) easements, rights-of-way, restrictions, and other similar encumbrances as to the use of real property of the Borrower or any Restricted Subsidiary incurred in the ordinary course of business which do not impair their use in the operation of the business of such Person;

(h) Liens in favor of (i) Fifth Third Bank created pursuant to the Clearing Agreement and/or (ii) one (1) or more financial institutions pursuant to similar sponsorship, clearinghouse and/or settlement arrangements; *provided* that no Liens permitted under this clause (ii) will extend to cover Property of the Borrower or any Restricted Subsidiary other than that held by the other party to such agreement and the amount of such Lien shall not exceed the amount owed by the Borrower or any Restricted Subsidiary under such agreement;

(i) ground leases or subleases, licenses or sublicenses in respect of real property on which facilities owned or leased by the Borrower or any of its Restricted Subsidiaries are located;

(j) Liens arising from judgments or decrees for the payment of money in circumstances not constituting an Event of Default under Section 7.1;

(k) any interest or title of a lessor, sublessor, licensor or sublicensor or Lien securing a lessor's, sublessor's, licensor's or sublicensor's interest under any lease not prohibited by this Agreement;

(l) licenses and sublicenses of intellectual property granted in the ordinary course of business;

(m) any zoning or similar law or right reserved to, or vested in, any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary course of conduct of the business of the Borrower and its Restricted Subsidiaries, taken as a whole;

(n) Liens (i) of a collection bank arising under Section 4-210 of the UCC on items in the course of collection, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business and (iii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right to set off), which are within the general parameters customary in the banking industry;

(o) Liens (i) on cash advances in favor of the seller of any property to be acquired in an investment permitted pursuant to Section 6.17 to be applied against the purchase price for such investment or (ii) consisting of an agreement to sell, transfer, lease or otherwise dispose of any property in a transaction permitted under Section 6.16;

(p) Liens on securities that are the subject of repurchase agreements constituting Cash Equivalents;

(q) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of indebtedness, (ii) relating to pooled deposit, automatic clearing house or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower and its Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business;

(r) Liens solely on any cash earnest money deposits or escrow arrangements made by the Borrower or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(s) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(t) Liens incurred to secure any obligations; *provided* that the aggregate principal amount of all such obligations secured by such Liens, together with all Refinancing Indebtedness in respect thereof, shall not exceed the greater of $300.0 million and 4.0% of Consolidated Total Assets (measured as of the date such Liens are incurred and based upon the financial statements most recently delivered on or prior to such date pursuant to Section 6.1, but giving effect to any Specified Transaction occurring thereafter and on or prior to the date of determination);

(u) Liens in favor of the issuer of customs, stay, performance, bid, appeal or surety bonds or completion guarantees and other obligations of a like nature or letters of credit issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(v) Liens existing on the Second Restatement Effective Date and described on Schedule 6.15;

(w) Liens on property or shares of stock of a Person at the time such Person becomes a Restricted Subsidiary; *provided*, *however*, that such Liens are not created or incurred in connection with, or in contemplation of, such other Person becoming such a Restricted Subsidiary or concurrently therewith; *provided further* that such Liens may not extend to any other property owned by the Borrower or any of its Restricted Subsidiaries; *provided further* that such Liens secure Indebtedness permitted to be incurred under clause (y) of Section 6.14(s);

(x) Liens on property at the time the Borrower or a Subsidiary acquired the property or concurrently therewith, including any acquisition by means of a merger or consolidation with or into the Borrower or any of its Restricted Subsidiaries; *provided*, *however*, that such Liens are not created or incurred in connection with, or in contemplation of, such acquisition; *provided further* that the Liens may not extend to any other property owned by the Borrower or any of its Restricted Subsidiaries; *provided further* that such Liens secure Indebtedness permitted to be incurred under clause (y) of Section 6.14(s);

(y) Liens on specific items of inventory or other goods and the proceeds thereof of any Person securing such Person's obligations under any agreement to facilitate the purchase, shipment or storage of such inventory or other goods, and pledges or deposits in the ordinary course of business securing inventory purchases from vendors;

(z) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancing, refunding, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness permitted by Section 6.14 and secured by any Lien referred to in the foregoing clauses (e), (v), (w) and (x); *provided*, *however*, that (i) such new Lien shall be limited to all or part of the same property that secured the original Lien (plus improvements on such property), and (ii) the Indebtedness secured by such Lien at such time is not increased to any amount greater

than the sum of (A) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (e), (v), (w) and (x) at the time the original Lien became a Permitted Lien hereunder, and (B) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement;

(aa) Liens to secure any Indebtedness permitted by Section 6.14(b) to the extent that the Borrower or any other Loan Party is required to post segregated collateral to any clearing agency in respect of any such Indebtedness as required, or as may be required, by the Commodity Exchange Act, any regulations thereto, or any other applicable legislation or regulations in connection therewith; and

(bb) Liens to secure (x) Refinancing Indebtedness, (y) Incremental Equivalent Debt and (z) Indebtedness allowed under Section 6.14(x); *provided* that no such Indebtedness may be secured by any Collateral (or assets that would constitute Collateral if the Obligations were secured by such assets) at any time that the Obligations are not secured by the Collateral as a result of any release of Collateral pursuant to Section 9.13.

Section 6.16 *Consolidation, Merger, Sale of Assets, etc*. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, wind up, liquidate or dissolve its affairs or merge or consolidate, or convey, sell, lease or otherwise dispose of all or any part of its Property, including any disposition as part of any sale-leaseback transactions except that this Section shall not prevent:

(a) the sale and lease of inventory in the ordinary course of business;

(b) the sale, transfer or other disposition of any Property that, in the reasonable judgment of the Borrower or its Restricted Subsidiaries, has become uneconomic, obsolete or worn out or is no longer useful in its business;

(c) the sale, transfer, lease, or other disposition of Property of the Borrower and its Restricted Subsidiaries to one another; *provided* that the fair market value of any Property in respect of any such sale, transfer, lease, or other disposition made by any Loan Party to any Restricted Subsidiary which is not a Loan Party *plus* the fair market value of any Loan Party that is merged with and into any Restricted Subsidiary that is not a Loan Party pursuant to a merger permitted by Section 6.16(d) hereof shall not exceed $75.0 million in the aggregate during the term of this Agreement;

(d) the merger, consolidation or amalgamation of any Restricted Subsidiary with and into the Borrower or any other Restricted Subsidiary; *provided* that, in the case of any merger or consolidation involving the Borrower, (i) the Borrower is the legal entity surviving the merger or consolidation and (ii) such surviving entity is organized under the Applicable Laws of the United States, any state thereof, or the District of Columbia; and *provided further* that the fair market value of any Loan Party that is merged, consolidated or amalgamated with and into any Restricted Subsidiary which is not a Loan Party *plus* the fair market value of any Property in respect of any sale, transfer, lease, or other disposition by a Loan Party to a Restricted Subsidiary which is not a Loan Party permitted by Section 6.16(c) hereof shall not exceed $75.0 million in the aggregate during the term of this Agreement;

(e) the disposition or sale of Cash Equivalents;

(f) any Restricted Subsidiary may dissolve if the Borrower determines in good faith that such dissolution is in the best interests of the Borrower, such dissolution is not disadvantageous to the Lenders and the Borrower or any Restricted Subsidiary receives any assets of such dissolved Subsidiary, subject in the case of a dissolution of a Loan Party that results in a distribution of assets to a non-Loan Party to the limitations set forth in the provisos in each of clauses (c) and (d) above;

(g) the sale, transfer, lease, or other disposition of Property of the Borrower or any Restricted Subsidiary (including any disposition of Property as part of a sale and leaseback transaction) aggregating for the Borrower and its Restricted Subsidiaries not more than $50.0 million during any fiscal year of the Borrower;

(h) the lease, sublease, license (or cross-license) or sublicense (or cross-sublicense) of real or personal property in the ordinary course of business;

(i) the sale, transfer or other disposal of property (including like-kind exchanges) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such disposition are promptly applied to the purchase price of such replacement property;

(j) the sale, transfer or other disposal of investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements or similar binding arrangements;

(k) any transaction permitted by Section 6.17;

(l) a Designated Change of Control;

(m) the unwinding of any Hedge Agreement;

(n) the disposition of any asset between or among the Borrower and/or its Restricted Subsidiaries as a substantially concurrent interim disposition in connection with a disposition otherwise permitted pursuant to clauses (a) through (p) (other than this clause (n)) of this Section;

(o) the sale, transfer or other disposition of Property of the Borrower or any Restricted Subsidiary for fair market value so long as (i) with respect to dispositions in an aggregate amount in excess of the greater of $30.0 million and 0.5% of Consolidated Total Assets (measured as of the date of such sale, transfer or other disposition and based upon the financial statements most recently delivered on or prior to such date pursuant to Section 6.1, but giving effect to any Specified Transaction occurring thereafter and on or prior to the date of determination), at least 75.00% of the consideration for such disposition shall consist of cash or Cash Equivalents (*provided* that, for purposes of the 75.00% cash consideration requirement, (w) the amount of any Indebtedness or other liabilities of the Borrower or any Restricted Subsidiary (as shown on such person's most recent balance sheet or in the notes thereto) that are assumed by the transferee of any such assets, (x) the amount of any trade-in value applied to the purchase price of any replacement assets acquired in connection with such disposition, (y) any securities received by the Borrower or such Restricted Subsidiary from such transferee that are converted by such Restricted Subsidiary into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) following the closing of the applicable disposition and (z) any Designated Non-Cash Consideration received in respect of such disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (z) that is at that time outstanding, not in excess of $50.0 million, in each case, shall be deemed to be cash) (i) the Net Cash Proceeds of such disposition are applied in accordance with Section 2.8(c)(ii) and (ii) no Event of Default has occurred and is continuing or would result therefrom;

(p) the sale, transfer or other disposition of any assets acquired in connection with any acquisition permitted under this Agreement (including any Permitted Acquisition) so long as (i) such disposition is made or contractually committed to be made within three hundred and sixty five (365) days of the date such assets were acquired by the Borrower or such Subsidiary or such later date as the Borrower and the Administrative Agent may agree, (ii) the Borrower and its Restricted Subsidiaries are in compliance, on a Pro Forma Basis, with Section 6.22(a) and (iii) with respect to dispositions in an aggregate amount in excess of the greater of $30.0 million and 0.5% of Consolidated Total Assets (measured as of the date of such sale, transfer or other disposition and based upon the financial statements most recently delivered on or prior to such date pursuant to Section 6.1, but giving effect to any Specified Transaction occurring thereafter and on or prior to the date of determination), at least 75.00% of the consideration for such disposition shall consist of cash or Cash Equivalents (subject to the exceptions listed in clauses (w) through (z) of Section 6.16(o) above); and

(q) the sale of the EFT Business; *provided* that at least 75.00% of the consideration received therefore must be in the form of cash or Cash Equivalents; and *provided further* that 100.00% of the Net Cash Proceeds therefrom are applied toward the repayment of the Obligations in the manner set forth in Section 2.8(c)(ii) and Section 2.8(c)(vii).

To the extent any Collateral is disposed of as expressly permitted by this Section 6.16 to any Person other than a Loan Party, such Collateral shall automatically be sold free and clear of the Liens created by the Loan Documents, and the Administrative Agent shall be authorized to take any actions deemed appropriate in order to effect the foregoing.

Section 6.17 *Advances, Investments and Loans*. The Borrower will not, and will not permit any of its Restricted Subsidiaries to make loans or advances to, guarantee any obligations of, or make, retain or have outstanding any investments (whether through purchase of Equity Interests or debt obligations) in, any Person or enter into any partnerships or joint ventures, or purchase or own a futures contract or otherwise become liable for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract (all of the foregoing, collectively, "*investments*"), except that this Section shall not prevent:

(a) investments constituting receivables created in the ordinary course of business;

(b) investments in Cash Equivalents;

(c) investments (including debt obligations) received in connection with the bankruptcy or reorganization of a Person and in settlement of delinquent obligations of, and other disputes with, a Person arising in the ordinary course of business;

(d) (i) the Borrower's equity investments from time to time in its Restricted Subsidiaries, and (ii) investments made from time to time by a Restricted Subsidiary in the Borrower or one (1) or more of its Restricted Subsidiaries; *provided* that the aggregate amount of any such investments made by any Loan Party in any Restricted Subsidiary which is not a Loan Party *plus* any intercompany advances by a Loan Party to any Restricted Subsidiary which is not a Loan Party permitted by Section 6.17(e) hereof shall not exceed the greater of $150.0 million and 2.0% of Consolidated Total Assets (measured as of the date of such investment and based upon the financial statements most recently delivered on or prior to such date pursuant to Section 6.1, but giving effect to any Specified Transaction occurring thereafter and on or prior to the date of determination);

(e) intercompany advances (including in the form of a guarantee for the benefit of such Person) made from time to time from (i) the Borrower to any one (1) or more Restricted Subsidiaries, (ii) from one (1) or more Restricted Subsidiaries to the Borrower and (iii) from one (1) or more Restricted Subsidiaries to one (1) or more Restricted Subsidiaries; *provided* that the aggregate amount of any such advances made by a Loan Party to a Restricted Subsidiary that is not a Loan Party *plus* any equity investments by any Loan Party in any Restricted Subsidiary which is not a Loan Party permitted by Section 6.17(d) hereof shall not exceed the greater of $150.0 million and 2.0% of Consolidated Total Assets (measured as of the date of such advance and based upon the financial statements most recently delivered on or prior to such date pursuant to Section 6.1, but giving effect to any Specified Transaction occurring thereafter and on or prior to the date of determination);

(f) other investments (including investments in joint ventures or similar entities that do not constitute Restricted Subsidiaries), in each case, as valued at the fair market value of such investment at the time each such investment is made, in an aggregate amount for all such investments under this clause (f) that, at the time such investment is made, would not exceed the sum of (i) the greater of $75.0 million and 1.0% of Consolidated Total Assets (measured as of the date of such investment and based upon the financial statements most recently delivered on or prior to such date pursuant to Section 6.1, but giving effect to any Specified Transaction occurring thereafter and on or prior to the date of determination) *plus* (ii) the amount of any returns of capital, dividends or other distributions received in connection with such investment (not to exceed the original amount of the investment);

(g) loans and advances to officers, directors, employees and consultants of the Borrower (or its direct or indirect parent company) or any of its Restricted Subsidiaries for reasonable and customary business related travel expenses, entertainment expenses, moving expenses and similar expenses, in each case incurred in the ordinary course of business and advances of payroll payments to employees, consultants or independent contractors or other advances of salaries or compensation to employees, consultants or independent contractors, in each case in the ordinary course of business; *provided* that the aggregate amount of such loan in advance outstanding at any time shall not exceed $10.0 million;

(h) investments in Hedge Agreements permitted by Section 6.14(a) and (b);

(i) investments received upon the foreclosure with respect to any secured investment or other transfer of title with respect to any secured investment;

(j) investments in the ordinary course of business consisting of Article 3 endorsements for collection or deposit and Article 4 customary trade arrangements with customers consistent with past practices;

(k) guarantees by the Borrower or any Restricted Subsidiary of leases (other than Capital Leases) or of other obligations that do not constitute indebtedness for borrowed money, in each case entered into in the ordinary course of business;

(l) Permitted Acquisitions;

(m) investments in Restricted Subsidiaries for the purpose of consummating transactions permitted under Section 6.16(n) or any Permitted Acquisition;

(n) investments permitted under Sections 6.14, 6.15, 6.16 and 6.18;

(o) other investments, loans and advances in addition to those otherwise permitted by this Section in an amount not to exceed (i) the greater of $225.0 million and 3.0% of Consolidated Total Assets (measured as of the date of such investments, loans or advances and based upon the financial statements most recently delivered on or prior to such date pursuant to Section 6.1, but giving effect to any Specified Transaction occurring thereafter and on or prior to the date of determination) *plus* (ii) the Growth Amount in the aggregate at any one time outstanding;

(p) investments consisting of consideration received in connection with any disposition or other transfer made in compliance with Section 6.16;

(q) other investments, loans and advances existing as of the Second Restatement Effective Date and set forth on Schedule 6.17 (as the same may be renewed, refinanced or extended from time to time);

(r) investments made by any Restricted Subsidiary that is not a Loan Party to the extent such investments are made with the proceeds received by such Restricted Subsidiary from an investment made by a Loan Party in such Restricted Subsidiary pursuant to this Section 6.17;

(s) investments the sole consideration for which is Equity Interests of Holdco (or any direct or indirect parent of Holdco) or, following the consummation of a Qualified Public Offering of the Borrower, the Borrower;

(t) [Reserved];

(u) intercompany advances made by the Borrower or its Restricted Subsidiaries to the Borrower's direct or indirect parent company to effectuate a Distribution permitted by either (i) Section 6.18(f)(x) or (ii) Section 6.18(m), in each case, in lieu of making a Distribution in such permitted amounts; and

(v) additional investments by the Borrower or any of its Restricted Subsidiaries; *provided* that on the date of consummation of such investment or, at the Borrower's election to the extent such investment is made in connection with an Acquisition, on the date of the signing of any acquisition agreement with respect thereto, (i) no Event of Default shall have occurred and be continuing or would result therefrom and (ii) after giving effect thereto the Senior Secured Leverage Ratio does not exceed 5.25:1.00 (calculated on a Pro Forma Basis as of the last day of the most recently ended period of four consecutive fiscal quarters for which financial statements have been or were required to be delivered pursuant to Section 6.1(a) or (b)).

Section 6.18 *Restricted Payments*. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, (i) declare or pay any dividends on or make any other distributions in respect of any class or series of its Equity Interests or (ii) directly or indirectly purchase, redeem, or otherwise acquire or retire any of its Equity Interests or any warrants, options, or similar instruments to acquire the same (all the foregoing, "*Distributions*"); *provided*, *however*:

(a) any Subsidiary of the Borrower may make Distributions to its parent company (and, in the case of any non-Wholly-owned Subsidiary, *pro rata* to its parent companies based on their relative ownership interests in the class of equity receiving such Distribution);

(b) so long as no Event of Default has occurred, is continuing or would result therefrom, the Borrower may redeem, acquire, retire or repurchase (and the Borrower may declare and pay Distributions, the proceeds of which are used to so redeem, acquire, retire or repurchase and to pay withholding or similar tax payments that are expected to be payable in connection therewith) its Equity Interests (or any options or warrants or stock appreciation rights issued with respect to any of such Equity Interests) (or make Distributions to allow any of the Borrower's direct or indirect parent companies to so redeem, retire, acquire or repurchase their equity) held by current or former officers, managers, consultants, directors and employees (or their respective spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees) of Borrower (or any direct or indirect parent thereof) and its Restricted Subsidiaries, with the proceeds of Distributions from, seriatim, the Borrower, upon the death, disability, retirement or termination of employment of any such Person or otherwise in accordance with any stock option or stock appreciation rights plan, any management, director and/or employee stock ownership or incentive plan, stock subscription plan, employment termination agreement or any other employment agreements or equity holders' agreement; *provided* that the aggregate amount of Distributions made pursuant to this Section shall not exceed $40.0 million in any fiscal year; *provided further* that (x) such amount, if not so expended in the fiscal year for which it is permitted, may be carried forward for Distributions in the next two (2) fiscal years and (y) Distributions made pursuant to this clause (b) during any fiscal year shall be deemed made first in respect of amounts permitted for such fiscal year as provided above, second in respect of amounts carried over from the fiscal year two (2) years prior to such date pursuant to clause (x) above and third in respect of amounts carried over from the immediately preceding fiscal year prior to such date pursuant to clause (x) above;

(c) the Borrower may repurchase Equity Interests (or pay Distributions to permit any direct or indirect parent to repurchase Equity Interests) upon exercise of options or warrants if such Equity Interest represents all or a portion of the exercise price of such options or warrants;

(d) the Borrower may pay Distributions, the proceeds of which shall be used to allow any direct or indirect parent of Borrower to pay (A)(w) its operating expenses incurred in the ordinary course of business, (x) other corporate overhead costs and expenses (including administrative, legal, accounting and similar expenses provided by third parties), which are reasonable and customary and incurred in the ordinary course of business, (y) fees and expenses related to any debt or equity offering, investment or acquisition permitted hereunder (whether or not successful) and (z) any reasonable and customary indemnification claims made by directors or officers of the Borrower (or any parent thereof), in each case under this clause (A) that are attributable to the ownership and operations of the Borrower and its Restricted Subsidiaries and (B) other operating expenses and corporate overhead costs and expenses in an aggregate amount not to exceed $6.0 million in any fiscal year of the Borrower;

(e) the Borrower may make Distributions to Holdco in an amount sufficient to permit Holdco to make the Quarterly Distributions in the amount set forth in the Holdco LLC Agreement;

(f) the Borrower may make Distributions in an aggregate amount not to exceed (x) so long as (A) no Event of Default has occurred, is continuing or would result therefrom and (B) the Borrower shall be in compliance, on a Pro Forma Basis, with the covenants set forth in

Section 6.22; *provided* that clauses (A) and (B) shall not prohibit Distributions within 60 days after the date of declaration thereof, if on the date of declaration the Distribution would have complied with clauses (A) and (B), the greater of $300.0 million and 4.0% of Consolidated Total Assets (measured as of the date of such Distribution and based upon the financial statements most recently delivered on or prior to such date pursuant to Section 6.1, but giving effect to any Specified Transaction occurring thereafter and on or prior to the date of determination) *minus* any amounts of intercompany advances pursuant to Section 6.17(u) pertaining to this clause (f)(x) *plus* (y) the Growth Amount at the time such Distribution is made (so long as in the case of any Distributions made in reliance on clause (a)(i) of the definition of Growth Amount (i) no Default or Event of Default has occurred, is continuing or would result therefrom and (ii) the Leverage Ratio, calculated on a Pro Forma Basis after giving effect to such Distribution, is in compliance with the applicable Leverage Ratio set forth in Section 6.22; *provided* that clauses (i) and (ii) shall not prohibit Distributions within 60 days after the date the date of declaration thereof, if on the date of declaration the Distribution would have complied with clauses (i) and (ii));

(g) the Borrower may make Distributions to (i) redeem, repurchase, retire or otherwise acquire any (A) Equity Interests ("*Treasury Capital Stock*") of the Borrower or any Subsidiary or (B) Equity Interests of any direct or indirect parent company of the Borrower, in the case of each of subclause (A) and (B), in exchange for, or out of the proceeds of the substantially concurrent sale (other than to the Borrower or a Subsidiary) of, Equity Interests of the Borrower, or any direct or indirect parent company of the Borrower to the extent contributed to the capital of the Borrower or any Subsidiary ("*Refunding Capital Stock*") and (ii) declare and pay dividends on the Treasury Capital Stock out of the proceeds of the substantially concurrent sale (other than to the Borrower or a Subsidiary) of the Refunding Capital Stock;

(h) Distributions the proceeds of which will be used to make cash payments in lieu of issuing fractional Equity Interests in connection with the exercise of warrants, options or other securities convertible or exchangeable for Equity Interests of the Borrower (or its direct or indirect parent) in an amount not to exceed $0.2 million in any fiscal year;

(i) to the extent constituting a Distribution, transactions permitted by Section 6.11 and 6.16;

(j) Distributions by the Borrower (or to any direct or indirect parent to fund a Distribution) of up to 6% of the net cash proceeds received by (or contributed to the capital of) the Borrower in or from any Qualified Public Offering;

(k) the Borrower may make payments in connection with the Tax Receivable Agreements; *provided* that (A) no Event of Default shall have occurred and be continuing or would result therefrom (*provided* that, notwithstanding the occurrence of an Event of Default, such payments shall be authorized if either (x) the Termination Date has occurred or (y) the Required Lenders shall have waived such Event of Default) and (B) the Borrower shall be in compliance, on a Pro Forma Basis, with the covenants set forth in Section 6.22;

(l) Distributions to Holdco or any direct or indirect parent thereof to fund payments required under any arrangements, agreements or plans in respect of any Distributions permitted under Section 6.18(b), (c) and (h) or withholding obligations in respect of any Distributions permitted hereunder;

(m) the Borrower may make payments in connection with any tax receivable agreement with terms similar to those under the Mercury TRA that are entered into by Vantiv, Holdco, the Borrower or any of its Restricted Subsidiaries and the sellers with respect to any permitted Acquisition entered into by the Borrower or any of its Restricted Subsidiaries after the Second Restatement Effective Date; *provided* that (A) no Event of Default shall have occurred and be continuing or would result therefrom (*provided* that, notwithstanding the occurrence of an Event of Default, such payments shall be authorized if either (x) the Termination Date has occurred or (y) the Required Lenders shall have waived such Event of Default) and (B) the Borrower shall be in compliance, on a Pro Forma Basis, with the covenants set forth in Section 6.22;

(n) so long as (i) no Event of Default has occurred and is continuing or would result therefrom and (ii) the Senior Secured Leverage Ratio does not exceed 4.80:1.00 (calculated on a Pro Forma Basis as of the last day of the most recently ended period of four consecutive fiscal quarters for which financial statements have been or were required to be delivered pursuant to Section 6.1(a) or (b)) after giving effect thereto, the Borrower may make additional Distributions; *provided* that clauses (i) and (ii) shall not prohibit Distributions within 60 days after the date the date of declaration thereof, if on the date of declaration the Distribution would have complied with clauses (i) and (ii); and

(o) Distributions in connection with Share Repurchases in an aggregate amount not to exceed $200.0 million.

Section 6.19 *Limitation on Restrictions*. The Borrower will not, and it will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual restriction on the ability of any such Restricted Subsidiary to (a) pay dividends or make any other distributions on its capital stock or other Equity Interests owned by the Borrower or any other Restricted Subsidiary, (b) pay or repay any Indebtedness owed to the Borrower or any other Restricted Subsidiary, (c) make loans or advances to the Borrower or any other Restricted Subsidiary, (d) transfer any of its Property to the Borrower or any other Restricted Subsidiary, (e) encumber or pledge any of its assets to or for the benefit of the Administrative Agent or (f) guaranty the Obligations, Hedging Liability and Funds Transfer Liability, Deposit Account Liability and Data Processing Obligations, except for, in each case:

(a) restrictions and conditions imposed by any Loan Document or which (x) exist on the date hereof and (y) to the extent contractual obligations permitted by subclause (x) are set forth in an agreement evidencing Indebtedness, are set forth in any agreement evidencing any permitted renewal, extension or refinancing of such Indebtedness so long as such renewal, extension or refinancing does not expand the scope of such contractual obligation;

(b) customary restrictions and conditions contained in agreements relating to any sale of assets pending such sale; *provided* that such restrictions and conditions apply only to the Person or property that is to be sold;

(c) restrictions or conditions imposed by any agreement relating to Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the Person obligated under such Indebtedness and its Subsidiaries or, in the case of secured Indebtedness, the property or assets intended to secure such Indebtedness;

(d) contractual obligations binding on a Restricted Subsidiary at the time such Restricted Subsidiary first becomes a Restricted Subsidiary, so long as such contractual obligations were not entered into solely in contemplation of such Person becoming a Restricted Subsidiary;

(e) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures permitted under Section 6.17 and applicable solely to such joint venture entered into in the ordinary course of business;

(f) restrictions on cash, other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business and customary provisions in leases, subleases, licenses, sublicenses and other contracts restricting the assignment thereof, in each case entered into in the ordinary course of business;

(g) secured Indebtedness otherwise permitted to be incurred under Sections 6.14 and 6.15 that limit the right of the obligor to dispose of the assets securing such Indebtedness; and

(h) any encumbrances or restrictions of the types referred to in clauses (a) through (f) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (i) through (vii) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrower, no more restrictive with respect to such encumbrance and other restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 6.20 *Optional Payments of Certain Indebtedness; Modifications of Certain Indebtedness and Organizational Documents*. The Borrower will not, and it will not permit any of its Restricted Subsidiaries to:

(a) directly or indirectly make any optional or voluntary payment, prepayment, repurchase or redemption of or otherwise optionally or voluntarily defease (such actions, a "*Restricted Debt Payment*") the principal amount of any Indebtedness (other than intercompany Indebtedness) expressly subordinated to the Loans in an aggregate principal amount in excess of $50.0 million, except (i) in connection with the incurrence of Refinancing Indebtedness, (ii) in connection with a conversion or exchange of such Indebtedness to, or for, as applicable, Equity Interests of Holdco (or any direct or indirect parent of Holdco) or the Borrower (other than Disqualified Equity Interests), (iii) payments as part of an "applicable high yield discount obligation" catch-up payment, (iv) Restricted Debt Payments in an aggregate amount up to (x) so long as (A) no Event of Default has occurred, is continuing or would result therefrom and (B) the Borrower shall be in compliance, on a Pro Forma Basis, with the covenants set forth in Section 6.22, the greater of $75.0 million and 1.0% of Consolidated Total Assets (measured as of the date of such payment and based upon the financial statements most recently delivered on or prior to such date pursuant to Section 6.1, but giving effect to any Specified Transaction occurring thereafter and on or prior to the date of determination) *plus* (y) the Growth Amount (so long as in the case of any Restricted Debt Payment made in reliance of clause (a)(i) of the definition of Growth Amount (i) no Default or Event of Default has occurred, is continuing or would result therefrom and (ii) the Borrower and its Restricted Subsidiaries are in compliance, on a Pro Forma Basis, with the financial covenants set forth in Section 6.22 recomputed as of the last day of the most recently ended period for which financial statements have been or were required to be delivered pursuant to Section 6.1(a) or (b)) and (v) Restricted Debt Payments so long as (A) no Event of Default has occurred, is continuing or would result therefrom and (B) the Senior Secured Leverage Ratio does not exceed 5.00:1.00 (in each case, calculated on a Pro Forma Basis as of the last day of the most recently ended period of four consecutive fiscal quarters for which financial statements have been or were required to be delivered pursuant to Section 6.1(a) or (b)); or

(b) amend, modify, or otherwise change in any manner any of the terms of (i) the documentation governing any subordinated Indebtedness (other than intercompany Indebtedness), Indebtedness secured by junior Liens or unsecured Indebtedness in an aggregate principal amount in excess of $50.0 million or (ii) the charter documents of the Borrower or such Restricted Subsidiary, except, in the case of each of clauses (i) and (ii) if the effect of any such amendment, modification or change is not materially adverse to the interests of the Lenders.

Section 6.21 *OFAC*. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, (i) become a Person whose property or interests in property are blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Party and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism (66 Fed. Reg. 49079(2001)), (ii) engage in any dealings or transactions prohibited by Section 2 of such executive order, or be otherwise associated with any such Person in any manner violative of Section 2, and (iii) become a Person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.

Section 6.22 *Financial Covenants.* Solely with respect to the Revolving Facility and the Term A Facilities:

(a) Leverage Ratio. The Borrower shall not, as of the last day of each fiscal quarter of the Borrower ending during each of the periods specified below, permit the Leverage Ratio to be greater than:

From and Including	To and Including	The Leverage Ratio Shall Not Be Greater Than:
July 1, 2016	September 30, 2016	6.25 to 1.00
December 31, 2016	September 30, 2017	5.50 to 1.00
December 31, 2017	September 30, 2018	4.75 to 1.00
December 31, 2018	All times thereafter	4.25 to 1.00

(b) Interest Coverage Ratio. The Borrower shall not, as of the last day of each fiscal quarter of the Borrower ending during each of the periods specified below, permit the ratio of Consolidated EBITDA for the four (4) fiscal quarters of the Borrower then ended (*provided* that, if Consolidated EBITDA for such period is less than $1, then for purposes of this covenant Consolidated EBITDA shall be deemed to be $1) to Interest Expense for the same four (4) fiscal quarters then ended to be less than:

From and Including	To and Including	The Interest Coverage Ratio Shall Not Be Less Than:
September 30, 2016	All times thereafter	4.00 to 1.00

(c) Pro Forma Compliance. Compliance with the financial covenants set forth in clauses (a) and (b) above shall always be calculated on a Pro Forma Basis.

Section 6.23 *Maintenance of Ratings*. The Borrower shall use its commercially reasonable efforts to maintain a (i) long-term public credit rating of the Borrower and (ii) a credit rating for the Facilities, in each case, from both S&P and Moody's; *provided* that in no event shall the Borrower be required to maintain any specific rating with any such rating agency.

Section 6.24 *Certain Post-Closing Obligations.*

(a) As promptly as practicable, and in any event within the time periods after the Second Restatement Effective Date specified in Schedule 6.24 (or such later date as the Administrative Agent may agree to), the Borrower and each other Loan Party, as applicable, shall deliver the documents or take the actions specified on Schedule 6.24(a).

(b) As promptly as practicable, and in any event within the time periods after the 2017 Incremental Effective Date specified in Schedule 6.24(b) (or such later date as the Administrative Agent may agree to), the Borrower and each other Loan Party, as applicable, shall deliver the documents or take the actions specified on Schedule 6.24(b).

Section 6.25 *WorldPay Acquisition Undertakings.*

(a) Subject to any confidentiality, regulatory, legal or other restrictions relating to the supply of such information, the Borrower will keep the Administrative Agent informed as to any material developments in relation to the Worldpay Acquisition and, in particular, (1) will from time to time give the Administrative Agent reasonable details as to the current level of acceptances for any Offer, and (2) deliver to the Administrative Agent copies of the Rule 2.7 Announcement, Offer Document, any receiving agent letter, any written agreement between the Borrower and the Target with respect to the Scheme, any other Scheme Document, all other material announcements and documents published or delivered pursuant to the Offer or Scheme (other than the cash confirmation) and all material legally binding agreements entered into by the Borrower in connection with an Offer or Scheme.

(b) Unless otherwise agreed by the Required 2017 Incremental Lenders or as required by the Takeover Code, the Takeover Panel or the Court (or any other applicable law, regulation or regulatory body), the Borrower shall not waive or amend any term or condition relating to the Worldpay Acquisition from that set out in the Rule 2.7 Announcement where it would be materially adverse to the interests of the 2017 Incremental Term Lenders under the Loan Documents.

(c) Unless otherwise agreed by the Required 2017 Incremental Lenders, if the Worldpay Acquisition is effected by way of the Offer, the Borrower shall not reduce the Minimum Acceptance Threshold, and shall not, where it would be materially adverse to the interests of the 2017 Incremental Term Lenders under the Loan Documents, treat as satisfied any other condition involving an assessment regarding the acceptability or otherwise to the Borrower of any material condition imposed by any regulatory body if the failure to comply with such condition would entitle the Borrower to lapse the Offer under rule 13.5(a) pursuant to the Takeover Code except to the extent required by the Takeover Code, the Takeover Panel, the Court or any other applicable law, regulation or regulatory body.

(d) The Borrower shall comply in all material respects with the Takeover Code subject to waivers granted by or requirements of the Takeover Panel or the requirements of the Takeover Code and all relevant authorisations, laws and regulations and the requirements, rules and regulations of all applicable regulatory authorities and bodies relating to the Worldpay Acquisition and shall not take or permit any steps as a result of which any member of the Group is obliged to make a mandatory offer under Rule 9 of the Takeover Code.

(e) The Borrower shall:

(i) if the Worldpay Acquisition is being effected by way of an Offer, procure (except to the extent prevented by law, regulation or a court) that the Target is delisted from the Official List of the UK Listing Authority and re-register the Target as a private limited company in each case within 60 days of the later of (i) the Certain Funds Funding Date and (ii) the date on which the Offer is declared or becomes unconditional in all respects provided that the Borrower has at that time acquired Target shares carrying 75% or more of the voting rights attributable to the capital of the Target which are then exercisable at a general meeting of the Target;

(ii) if the Worldpay Acquisition is being effected by way of an Offer, and to the extent the Borrower owns or controls not less than 90% of the voting rights of the Target Shares the subject of the Offer, use reasonable efforts to, as soon as legally possible, (A) give notice to all other shareholders of the Target under Section 979(2) or (4) of the Companies Act and (B) purchase their Target Shares on or before the completion of the Compulsory Acquisition Procedures under Chapter 3, Part 28 of the Companies Act; and

(iii) if the Worldpay Acquisition is being effected by way of the Scheme, make a delisting request to delist the Target from the Official List of the UK Listing Authority within 5 business days of the date on which the Scheme has become effective and use all reasonable endeavours to de-list it from the Official List of the UK Listing Authority within 30 days of the date on which the Scheme has become effective.

(f) Except to the extent required by the Takeover Code, the Takeover Panel or the Court, the Borrower shall not, without the prior consent of the Required 2017 Incremental Lenders, modify the Rule 2.7 Announcement (except as permitted by Section 6.25(b) unless prohibited by Section 6.25(c)) from the final draft delivered to the Administrative Agent as a condition precedent to the 2017 Incremental Effective Date (as defined in the Incremental Amendment No. 3) in any manner which would be materially adverse to the interests of the 2017 Incremental Term Lenders under the Loan Documents or otherwise contrary to the terms of this Agreement.

(g) No public statement is to be made in connection with the financing of the Scheme or Offer without the written consent of the Administrative Agent (acting reasonably) unless required to do so by the Takeover Code, the Takeover Panel, or the Court.

(h) The Borrower shall neither take nor authorise any action and shall ensure that at no time shall circumstances arise which under the Takeover Code requires, or which are determined by the Panel to require, that there be an increase in the consideration payable in respect of the Worldpay Acquisition from the consideration specified in the Rule 2.7 Announcement.

ARTICLE 7. Events of Default and Remedies.

Section 7.1 *Events of Default*. Any one or more of the following shall constitute an "*Event of Default*" hereunder:

(a) default (i) in the payment when due (whether at the stated maturity thereof or at any other time provided for in this Agreement) of all or any part of the principal of any Loan or Reimbursement Obligation, *provided* that, solely for purposes of and in connection with the funding of 2017 Incremental Term Loans during the Certain Funds Period, no default under this clause (i) that is solely due to administrative error or technical delays shall constitute an Event of

Default with respect to the 2017 Incremental Term Facilities unless such default shall continue unremedied for a period of three (3) Business Days or (ii) in the payment when due of interest on any Loan or any other Obligation payable hereunder or under any other Loan Document and such default shall continue unremedied for a period of five (5) Business Days;

(b) default in the observance or performance of any covenant set forth in Sections 6.1(f), 6.5 (with respect to the Borrower), 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, 6.17, 6.18, 6.19, 6.20 or 6.22 hereof; *provided* that in respect of Section 6.1(f), the delivery of a notice of default at any time will cure such Event of Default arising from the failure to timely deliver such notice of default; *provided further* that no breach or default by the Borrower under Section 6.22 shall constitute an Event of Default with respect to the Term B Facility, unless and until the Required RC/TLA Lenders have accelerated the Revolving Loans and/or Term A-3A Loans and/or terminated the Revolving Credit Commitments in an aggregate amount in excess of $100.0 million or, if less, in an aggregate amount equal to the remaining Revolving Credit Commitments outstanding at such time; *provided further* that, solely for purposes of and in connection with the funding of 2017 Incremental Term Loans during the Certain Funds Period, a default in the observance or performance of any covenant set forth in Sections 6.13, 6.14, 6.15, 6.16, 6.17 and 6.18 shall not constitute an Event of Default with respect to the 2017 Incremental Term Facilities;

(c) default in the observance or performance of any other provision hereof or of any other Loan Document which is not remedied within 30 days after written notice of such default is given to the Borrower by the Administrative Agent;

(d) any representation or warranty made or deemed made herein or in any other Loan Document or in any certificate delivered to the Administrative Agent or the Lenders pursuant hereto or thereto proves untrue in any material respect (or in all respects, if qualified by a materiality threshold) as of the date of the issuance or making thereof; *provided* that, solely for purposes of and in connection with the funding of 2017 Incremental Term Loans during the Certain Funds Period, if the circumstances giving rise to such untruthfulness are capable of remedy, such untruthfulness shall not constitute an Event of Default with respect to the 2017 Incremental Term Facilities unless the circumstances giving rise to such untruthfulness are not remedied within 30 days after written notice of such default is given to the Borrower by the Administrative Agent;

(e) (i) any of the Loan Documents shall for any reason not be or shall cease to be in full force and effect or is declared to be null and void (other than pursuant to the terms thereof or as a result of the gross negligence, bad faith or willful misconduct of the Administrative Agent), or (ii) any of the Collateral Documents shall for any reason fail to create a valid and perfected Lien in favor of the Administrative Agent in any Collateral purported to be covered thereby except as expressly permitted by the terms hereof (including Section 9.13) or thereof (other than as a result of the gross negligence, bad faith or willful misconduct of the Administrative Agent), or (iii) any Loan Party terminates, repudiates in writing or rescinds any Loan Document executed by it or any of its obligations thereunder; *provided* that, solely for purposes of and in connection with the funding of the 2017 Incremental Term Loans during the Certain Funds Period, (A) clauses (i) and (ii) of this paragraph (e) shall, with respect to the 2017 Incremental Term Facilities, be subject to the Legal Reservations and the Perfection Requirements and (B) no matter described in clause (i), (ii) or (iii) of this paragraph (e) shall constitute an Event of Default with respect to the 2017 Incremental Term Facilities except to the extent it could reasonably be expected to materially adversely affect the interests of the 2017 Incremental Term Lenders under the Loan Documents;

(f) default shall occur under any Material Indebtedness, or under any indenture, agreement or other instrument under which the same may be issued, the effect of which default is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause any such Indebtedness to become due prior to its stated maturity, or the principal or interest under any such Indebtedness shall not be paid when due (whether by demand, lapse of time, acceleration or otherwise) after giving effect to applicable grace or cure periods, if any;

(g) any final judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, shall be entered or filed against the Borrower or any of its Restricted Subsidiaries, or against any of its Property, in an aggregate amount in excess of $100.0 million (except to the extent paid or covered by insurance (other than the applicable deductible) and the insurer has not denied coverage therefor in writing), and which remains undischarged, unvacated, unbonded or unstayed for a period of 60 days from the entry thereof;

(h) a Reportable Event shall have occurred which could reasonably be expected to result in a Material Adverse Effect; the Borrower or any of its Restricted Subsidiaries, or any member of its Controlled Group, shall fail to pay when due an amount or amounts aggregating in excess of $100.0 million which it shall have become liable to pay to the PBGC or to a Plan under Title IV of ERISA; or notice of intent to terminate a Plan or Plans having aggregate Unfunded Vested Liabilities in excess of $100.0 million (collectively, a "*Material Plan*") shall be filed under Title IV of ERISA by the Borrower or any of its Restricted Subsidiaries, or any other member of its Controlled Group, any plan administrator or any combination of the foregoing; or the PBGC shall institute proceedings under Title IV of ERISA to terminate or to cause a trustee to be appointed to administer any Material Plan or a proceeding shall be instituted by a fiduciary of any Material Plan against the Borrower or any of its Restricted Subsidiaries, or any member of its Controlled Group, to enforce Section 515 or 4219(c)(5) of ERISA and such proceeding shall not have been dismissed within 30 days thereafter; or a condition shall exist by reason of which the PBGC would be entitled to obtain a decree adjudicating that any Material Plan must be terminated;

(i) any Change of Control shall occur;

(j) Holdco, the Borrower or any of its Restricted Subsidiaries shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) admit in writing its inability to pay its debts generally as they become due, *provided* that, solely for purposes of and in connection with the funding of 2017 Incremental Term Loans during the Certain Funds Period, no such admission solely as a result of its balance sheet liabilities exceeding its balance sheet assets shall constitute an Event of Default with respect to the 2017 Incremental Term Facilities except where the same would result in or require the taking of any corporate action, legal proceedings, insolvency filing, cessation of trading and/or any other procedure or steps outlined in this paragraph (j) or paragraph (k) of this Section 7.1 below), (iii) make a general assignment for the benefit of creditors, (iv) apply for, seek, consent to or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its Property, or (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors;

(k) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for Holdco, the Borrower or any of its Restricted Subsidiaries, or any substantial part of any of its Property, or a proceeding described in Section 7.1(j)(v) shall be instituted against Holdco, the Borrower or any Restricted Subsidiary, and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of 60 days; or

(l) the Liens securing the obligations under any subordinated or junior secured Material Indebtedness, shall cease, for any reason, to be validly subordinated to the Liens securing the Obligations, or any Loan Party shall assert in writing any of the foregoing.

Section 7.2 *Non Bankruptcy Defaults*. ~~When~~Subject to Section 3.2 with respect to the 2017 Incremental Term Facilities during the Certain Funds Period, when any Event of Default other than those described in subsection (j) or (k) of Section 7.1 hereof has occurred and is continuing, the Administrative Agent shall, by written notice to the Borrower: (a) if so directed by the Required Lenders, terminate the remaining Revolving Credit Commitments and all other obligations of the Lenders hereunder on the date stated in such notice (which may be the date thereof); (b) if so directed by the Required Lenders, declare the principal of and the accrued interest on all outstanding Loans to be forthwith due and payable and thereupon all outstanding Loans, including both principal and interest thereon, shall be and become immediately due and payable together with all other amounts payable under the Loan Documents without further demand, presentment, protest or notice of any kind; and (c) if so directed by the Required Lenders, demand that the Borrower immediately pay to the Administrative Agent, as cash collateral, the full amount then available for drawing under each or any Letter of Credit, whether or not any drawings or other demands for payment have been made under any Letter of Credit. The Administrative Agent, after giving notice to the Borrower pursuant to Section 7.1(c) or this Section 7.2, shall also promptly send a copy of such notice to the other Lenders, but the failure to do so shall not impair or annul the effect of such notice.

Section 7.3 *Bankruptcy Defaults*. When any Event of Default described in subsections (j) or (k) of Section 7.1 hereof has occurred and is continuing, then all outstanding Loans shall immediately become due and payable together with all other amounts payable under the Loan Documents without presentment, demand, protest or notice of any kind, the Revolving Credit Commitments and any and all other obligations of the Lenders to extend further credit pursuant to any of the terms hereof shall immediately terminate and the Borrower shall immediately pay to the Administrative Agent, as cash collateral, the full amount then available for drawing under all outstanding Letters of Credit, whether or not any draws or other demands for payment have been made under any of the Letters of Credit.

Section 7.4 *Collateral for Undrawn Letters of Credit*. (a) If the prepayment of the amount available for drawing under any or all outstanding Letters of Credit is required under Section 2.8(c)(iv) or under Section 7.2 or 7.3 above, the Borrower shall forthwith pay the amount required to be so prepaid, to be held by the Administrative Agent as provided in subsection (b) below.

(b) All amounts prepaid pursuant to clause (a) above shall be held by the Administrative Agent in one (1) or more separate collateral accounts (each such account, and the credit balances, properties, and any investments from time to time held therein, and any substitutions for such account, any certificate of deposit or other instrument evidencing any of the foregoing and all proceeds of and earnings on any of the foregoing being collectively called the "*Collateral Account*") as security for, and for application by the Administrative Agent (to the extent available) to, the reimbursement of any payment under any Letter of Credit then or thereafter made by the L/C Issuer, and to the payment of the unpaid balance of any other Obligations in respect of any Letter of Credit. The Collateral Account shall be held in the name of and subject to the exclusive dominion and control of the Administrative Agent for the benefit of the Administrative Agent, the Lenders, and the L/C Issuer. If and when requested by the Borrower, the

Administrative Agent shall invest funds held in the Collateral Account from time to time in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America with a remaining maturity of one (1) year or less; *provided* that the Administrative Agent is irrevocably authorized to sell investments held in the Collateral Account when and as required to make payments out of the Collateral Account for application to amounts due and owing from the Borrower to the L/C Issuer, the Administrative Agent or the Lenders in respect of any Letter of Credit; *provided*, *however,* that if (i) the Borrower shall have made payment of all such obligations referred to in clause (a) above and (ii) no Letters of Credit remain outstanding hereunder, then the Administrative Agent shall release to the Borrower any remaining amounts held in the Collateral Account.

Section 7.5 *Notice of Default*. The Administrative Agent shall give notice to the Borrower under Section 7.1(c) hereof promptly upon being requested to do so by the Required Lenders and shall at such time also notify all the Lenders thereof.

Section 7.6 *Equity Cure*. Notwithstanding anything to the contrary contained in this ARTICLE 7, in the event that the Borrower fails to comply with the requirements of Section 6.22 as of the end of any relevant fiscal quarter, the Borrower shall have the right (the "*Cure Right*") (at any time during such fiscal quarter or thereafter until the date that is 15 days after the date the Compliance Certificate is required to be delivered pursuant to Section 6.1(e) for such fiscal quarter) to issue common Equity Interests for cash or otherwise receive cash contributions to its common equity (the "*Cure Amount*"), and thereupon the Borrower's compliance with Section 6.22 shall be recalculated giving effect to the following pro forma adjustment: Consolidated EBITDA shall be increased (notwithstanding the absence of an addback in the definition of "*Consolidated EBITDA*"), solely for the purposes of determining compliance with Section 6.22 hereof, including determining compliance with Section 6.22 hereof as of the end of such fiscal quarter and applicable subsequent periods that include such fiscal quarter, by an amount equal to the Cure Amount. If, after giving effect to the foregoing recalculations (but not, for the avoidance of doubt, taking into account any immediate repayment of Indebtedness in connection therewith), the requirements of Section 6.22 shall be satisfied, then the requirements of Section 6.22 shall be deemed satisfied as of the end of the relevant fiscal quarter with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of Section 6.22 that had occurred shall be deemed cured for the purposes of this Agreement.

Notwithstanding anything herein to the contrary, (v) in each four (4) consecutive fiscal quarter period of the Borrower there shall be no more than two (2) fiscal quarters (which may be consecutive) in which the Cure Right is exercised, (w) during the term of this Agreement, the Cure Right shall not be exercised more than five (5) times, (x) the Cure Amount shall be no greater than the amount required for purposes of complying with Section 6.22, (y) upon the Administrative Agent's receipt of a notice from the Borrower that it intends to exercise the Cure Right (a "*Notice of Intent to Cure*"), until the 15th day following the date of delivery of the Compliance Certificate under Section 6.1(e) to which such Notice of Intent to Cure relates, none of the Administrative Agent nor any Lender shall exercise the right to accelerate the Loans or terminate the Revolving Credit Commitments and neither the Administrative Agent nor any other Lender or secured party shall exercise any right to foreclose on or take possession of the Collateral solely on the basis of an Event of Default having occurred and being continuing under Section 6.22 and (z) the Cure Amount received pursuant to any exercise of the Cure Right shall be counted only as Consolidated EBITDA and solely for the purpose of compliance with Section 6.22 and shall be disregarded for purposes of determining any financial ratio-based conditions, pricing or any available basket (in reliance upon the Available Amount, Growth Amount or otherwise) under this Agreement.

ARTICLE 8. Change in Circumstances and Contingencies.

Section 8.1 *Funding Indemnity*. If any Lender shall incur any loss, cost or expense (including, without limitation, any loss, cost or expense incurred by reason of the liquidation or re-employment of deposits or other funds acquired by such Lender to fund or maintain any Eurodollar Loan, but excluding any loss of margin) as a result of:

(a) any payment, prepayment or conversion of a Eurodollar Loan on a date other than the last day of its Interest Period,

(b) any failure (because of a failure to meet the conditions of ARTICLE 3 or otherwise) by the Borrower to borrow or continue a Eurodollar Loan, or to convert a Loan that is a Base Rate Loan into a Eurodollar Loan, on the date specified in a notice given pursuant to Section 2.5(a) hereof,

(c) any failure by the Borrower to make any payment of principal on any Eurodollar Loan when due (whether by acceleration or otherwise), or

(d) any acceleration of the maturity of a Eurodollar Loan as a result of the occurrence of any Event of Default hereunder,

then, within ten (10) days after the written demand of such Lender, the Borrower shall pay to such Lender such amount as will reimburse such Lender for such loss, cost or expense. If any Lender makes such a claim for compensation, it shall provide to the Borrower, with a copy to the Administrative Agent, a certificate setting forth the amount of such loss, cost or expense in reasonable detail (including an explanation of the basis for and the computation of such loss, cost or expense) and the amounts shown on such certificate shall be conclusive absent manifest error.

Section 8.2 *Illegality*. Notwithstanding any other provisions of this Agreement or any other Loan Document, if at any time any change in applicable law, rule or regulation or in the interpretation thereof makes it unlawful for any Lender to make or continue to maintain any Eurodollar Loans or to perform its obligations as contemplated hereby with respect to such Eurodollar Loans, such Lender shall promptly give notice thereof to the Borrower and the Administrative Agent and such Lender’s obligations to make or maintain Eurodollar Loans under this Agreement shall be suspended until it is no longer unlawful for such Lender to make or maintain Eurodollar Loans. Such Lender may require that such affected Eurodollar Loans be converted to Base Rate Loans from such Lender automatically on the effective date of the notice provided above, and such Base Rate Loans shall not be made ratably by the Lenders but only from such affected Lender. Such Lender shall withdraw such notice promptly following any date on which it becomes lawful for such Lender to make and maintain Eurodollar Loans or give effect to its obligations as contemplated hereby with respect to any Eurodollar Loan.

Section 8.3 *Reserved*.

Section 8.4 *Yield Protection*. (a) If, on or after the Original Closing Date, the adoption of any applicable law, rule or regulation, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof, or compliance by any Lender (or its Lending Office) with any request or directive (whether or not having the force of law) of any such Governmental Authority:

(i) shall subject any Lender (or its Lending Office) to any Taxes (other than net income Taxes (including branch profits Taxes), franchise Taxes and other similar Taxes), with respect to its Eurodollar Loans, its Revolving Notes, its Letter(s) of Credit, or its participation in any thereof, any Reimbursement Obligations owed to it or its obligation to make Eurodollar Loans, issue a Letter of Credit, or to participate therein (other than Taxes subject to Section 10.1(a)); or

(ii) shall impose, modify or deem applicable any reserve, special deposit or similar requirement (including, without limitation, any such requirement imposed by the Board of Governors of the Federal Reserve System, but excluding with respect to any Eurodollar Loans any such requirement included in an applicable Reserve Percentage) against assets of, deposits with or for the account of, or credit extended by, any Lender (or its Lending Office) or shall impose on any Lender (or its Lending Office) or on the interbank market any other condition affecting its Eurodollar Loans, its Revolving Notes, its Letter(s) of Credit, or its participation in any thereof, any Reimbursement Obligation owed to it, or its obligation to make Eurodollar Loans, or to issue a Letter of Credit, or to participate therein;

and the result of any of the foregoing is to increase the cost to such Lender (or its Lending Office) of making or maintaining any Eurodollar Loan, issuing or maintaining a Letter of Credit, or participating therein, or to reduce the amount of any sum received or receivable by such Lender (or its Lending Office) under this Agreement or under any other Loan Document with respect thereto, by an amount deemed by such Lender to be material, then, within 30 days after written demand by such Lender (with a copy to the Administrative Agent), the Borrower shall be obligated to pay to such Lender such additional amount or amounts as will compensate such Lender for such increased cost or reduction to the extent that such Lender requests indemnification for any such costs or losses from the Borrower within one hundred and eighty (180) days of such Lender’s incurrence thereof.

(b) If, after the Original Closing Date, any Lender or the Administrative Agent shall have determined that the adoption of any applicable law, rule or regulation regarding capital adequacy or liquidity requirements, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof, or compliance by any Lender (or its Lending Office) or any corporation controlling such Lender with any request or directive regarding capital adequacy or liquidity (whether or not having the force of law) of any such Governmental Authority has had the effect of reducing the rate of return on such Lender’s or such corporation’s capital as a consequence of its obligations hereunder to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender’s or such corporation’s policies with respect to capital adequacy or liquidity) by an amount deemed by such Lender to be material, then from time to time, within 30 days after demand by such Lender (with a copy to the Administrative Agent), the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender for such reduction to the extent that such Lender requests compensation for such amounts within one hundred and eighty (180) days of such Lender’s incurrence thereof.

(c) Notwithstanding anything herein to the contrary, (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall, in each case, be deemed to be a change in law, regardless of the date enacted, adopted, issued or implemented (but solely to the extent the relevant increased costs or loss of yield would otherwise have been subject to compensation by the Borrower under the applicable increased cost provisions).

(d) A Lender claiming compensation under this Section 8.4 shall only be entitled to reimbursement by the Borrower (i) if such Lender has delivered to Borrower a certificate claiming compensation under this Section 8.4 and setting forth the additional amount or amounts to be paid to it hereunder at the time of such demand, which shall be conclusive absent manifest error (it being understood that in determining such amount, such Lender may use any reasonable averaging and attribution methods) and (ii) to the extent the applicable Lender is generally requiring reimbursement therefor from similarly situated United States borrowers under comparable syndicated credit facilities; *provided* that, in connection with asserting any such claim, no confidential information need be disclosed.

Section 8.5 *Substitution of Lenders*. In the event that (a) the Borrower receives a claim from any Lender for compensation under Section 8.4, Section 10.1 or Section 10.4 hereof, (b) the Borrower receives a notice from any Lender of any illegality pursuant to Section 8.2 hereof, (c) any Lender is a Defaulting Lender or (d) any Lender fails to consent to any amendment, waiver, supplement or other modification pursuant to Section 10.11 requiring the consent of all Lenders or each Lender directly affected thereby, and as to which the Required Lenders or a majority of all Lenders directly affected thereby have otherwise consented (any such Lender referred to in clause (d) above being hereinafter referred to as a "*Non-Consenting Lender*" and any Non-Consenting Lender and any such Lender referred to in clause (a), (b) or (c) above being hereinafter referred to as an "*Affected Lender*"), the Borrower may, in addition to any other rights the Borrower may have hereunder or under applicable law, (i) require, at its expense, any such Affected Lender to assign, at par *plus* accrued interest and fees, without recourse, all of its interest, rights, and obligations hereunder (including all of its Revolving Credit Commitments and the Revolving Loans and participation interests in Letters of Credit and other amounts at any time owing to it hereunder and the other Loan Documents) to an Eligible Assignee specified by the Borrower; *provided* that (A) such assignment shall not conflict with or violate any law, rule or regulation or order of any Governmental Authority, (B) if the assignment is to a Person other than a Lender, the Borrower shall have received the written consent of the Administrative Agent and, in the case of any Revolving Credit Commitment, the L/C Issuer, which consents shall not be unreasonably withheld or delayed, to such assignment, (C) the Borrower shall have paid to the Affected Lender all monies (together with amounts due such Affected Lender under Section 8.1 hereof as if the Loans owing to it were prepaid rather than assigned and any premium owing to such Affected Lender under Section 2.8(a)(ii)~~) or Section~~, 2.8(a)(iii) or 2.8(a)(iv)) other than principal, interest and fees owing to it hereunder, (D) the Borrower shall repay (or the replacement bank or institution shall purchase, at par) all Loans and other amounts (other than any disputed amounts), pursuant to Section 10.10 owing to such replaced Lender prior to the date of replacement, (E) the assignment is entered into in accordance with the other requirements of Section 10.10 hereof and (F) any such assignment shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the Affected Lender, or (ii) terminate the Revolving Credit Commitment of such Affected Lender and repay all Obligations of the Borrower owing to such Lender as of such termination date. Each party hereto agrees that an assignment required pursuant to this Section may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee and that the Affected Lender required to make such assignment need not be a party thereto.

Section 8.6 *Lending Offices*. Each Lender may, at its option, elect to make its Loans hereunder at the branch, office or affiliate specified on the appropriate signature page hereof (each a "*Lending Office*") for each type of Loan available hereunder or at such other of its branches, offices or affiliates as it may from time to time elect and designate in a written notice to the Borrower and the Administrative Agent. To the extent reasonably possible, a Lender shall designate an alternative branch or funding office with respect to its Eurodollar Loans to reduce any liability of the Borrower to such Lender under Section 8.4 hereof or to avoid the unavailability of Eurodollar Loans under Section 8.2 hereof, so long as such designation is not disadvantageous to the Lender.

ARTICLE 9. The Administrative Agent.

Section 9.1 *Appointment and Authorization of Administrative Agent*. Each Lender hereby appoints JPMorgan Chase Bank, N.A., as the Administrative Agent and Collateral Agent under the Loan Documents and hereby authorizes the Administrative Agent to take such action as Administrative Agent on its behalf and to exercise such powers, rights and remedies under the Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto. The Administrative Agent shall have only those duties and responsibilities that are expressly specified in the Loan Documents. Each Agent may exercise such powers, rights and remedies and perform such duties by or through its agents or employees. Notwithstanding the use of the word "*Administrative Agent*" as a defined term, the Lenders expressly agree that the Administrative Agent is not acting as a fiduciary of any Lender in respect of the Loan Documents, the Borrower or otherwise, and nothing herein or in any of the other Loan Documents shall result in any duties or obligations on the Administrative Agent or any of the Lenders except as expressly set forth herein and therein. The provisions of this ARTICLE 9 are solely for the benefit of the Administrative Agent and the Lenders and no Loan Party shall have any rights as a third party beneficiary of any of the provisions thereof (other than to the extent provided in Sections 9.1, 9.3, 9.7, 9.11 and 9.12). In performing its functions and duties hereunder, the Administrative Agent shall act solely as an agent of the Lenders and does not assume and shall not be deemed to have assumed any obligation towards or relationship of agency or trust with or for Holdco, Borrower or any of its Subsidiaries, other than as provided in Section 10.10(c) with respect to the maintenance of the Register.

Section 9.2 *Administrative Agent and its Affiliates*. The Administrative Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any other Lender and may exercise or refrain from exercising such rights and power as though it were not the Administrative Agent, and the Administrative Agent and its affiliates may accept deposits from, lend money to, own securities of and generally engage in any kind of banking, trust, financial advisory or other business with the Borrower or any Affiliate of the Borrower as if it were not the Administrative Agent under the Loan Documents, and may accept fees and other consideration from the Borrower for services in connection herewith and otherwise without having to account for the same to the Lenders. The term "Lender" as used herein and in all other Loan Documents, unless the context otherwise clearly requires, includes the Administrative Agent in its individual capacity as a Lender. References in ARTICLE 2 hereof to the amount owing to the Administrative Agent for which an interest rate is being determined, refer to the Administrative Agent in its individual capacity as a Lender.

Section 9.3 *Action by Administrative Agent*. If the Administrative Agent receives from the Borrower a written notice of an Event of Default pursuant to Section 6.1(f) hereof, the Administrative Agent shall promptly give each of the Lenders written notice thereof. Without limiting the generality of the foregoing, the Administrative Agent shall not be required to take any action hereunder with respect to any Default or Event of Default, except as expressly provided in the Loan Documents. Upon the occurrence of an Event of Default, the Administrative Agent shall take such action to enforce its Lien on the Collateral and to preserve and protect the Collateral as may be directed by the Required Lenders. Unless and until the Required Lenders give such direction, the Administrative Agent may (but shall not be obligated to) take or refrain from taking such actions as it deems appropriate and in the best interest of all the Lenders. In no event, however, shall the Administrative Agent be required to take any action in violation of Applicable Law or of any provision of any Loan Document, and the Administrative Agent shall in all cases be fully justified in failing or refusing to act hereunder or under any other Loan Document unless it first receives any further assurances of its indemnification from the Lenders that it may require, including prepayment of any related expenses and any other protection it requires against any and all costs, expense, and liability which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall be entitled to assume that no Default or Event of

Default exists unless notified in writing to the contrary by a Lender or the Borrower. In all cases in which the Loan Documents do not require the Administrative Agent to take specific action, the Administrative Agent shall be fully justified in using its discretion in failing to take or in taking any action thereunder. Any instructions of the Required Lenders, or of any other group of Lenders called for under the specific provisions of the Loan Documents, shall be binding upon all the Lenders and the holders of the Obligations.

Section 9.4 *Consultation with Experts*. The Administrative Agent may consult with legal counsel, independent public accountants, and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.

Section 9.5 *Liability of Administrative Agent; Credit Decision; Delegation of Duties*. (a) Neither the Administrative Agent nor any of its officers, partners, directors, employees or agents shall be liable to the Lenders for any action taken or omitted by the Administrative Agent under or in connection with any of the Loan Documents except to the extent caused by the Administrative Agent's gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction. The Administrative Agent shall be entitled to refrain from any act or the taking of any action (including the failure to take an action) in connection herewith or any of the other Loan Documents or from the exercise of any power, discretion or authority vested in it hereunder or thereunder unless and until the Administrative Agent shall have received instructions in respect thereof from the Required Lenders (or such other Lenders as may be required to give such instructions under Section 10.11) and, upon receipt of such instructions from Required Lenders (or such other Lenders, as the case may be), the Administrative Agent shall be entitled to act or (where so instructed) refrain from acting, or to exercise such power, discretion or authority, in accordance with such instructions. Without prejudice to the generality of the foregoing, (i) the Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any communication, instrument or document believed by it to be genuine and correct and to have been signed or sent by the proper party or parties, and shall be entitled to rely and shall be protected in relying on opinions and judgments of attorneys (who may be attorneys for Holdco, the Borrower and its Subsidiaries), accountants, experts and other professional advisors selected by it; and (ii) no Lender shall have any right of action whatsoever against the Administrative Agent as a result of it acting or (where so instructed) refraining from acting hereunder or any of the other Loan Documents in accordance with the instructions of Required Lenders (or such other Lenders as may be required to give such instructions under Section 10.11). In particular and without limiting any of the foregoing, the Administrative Agent shall have no responsibility for confirming the accuracy of any Compliance Certificate or other document or instrument received by it under the Loan Documents. Neither the Administrative Agent nor any of its directors, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into or verify: (i) any statement, warranty, representation or recital made in connection with this Agreement, any other Loan Document or any Credit Extension, or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made by the Administrative Agent to the Lenders or by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the Loan Documents and the transactions contemplated thereby or for the financial condition or business affairs of any Loan Party or any other Person liable for the payment of any Obligations; (ii) the performance or observance of any of the terms, conditions, provisions, covenants or agreements of the Borrower or any Subsidiary contained herein or in any other Loan Document or any Credit Extension or the use of the proceeds of the Loans or as to the existence or possible existence of any Event of Default or Default or to make any disclosures with respect to the foregoing; (iii) the satisfaction of any condition specified in ARTICLE 3 hereof, except receipt of items required to be delivered to the Administrative Agent; or (iv) the execution, validity, effectiveness, genuineness, enforceability, perfection, value, worth or collectability hereof or of any other Loan Document or of any other documents or writing furnished in connection with any Loan

Document or of any Collateral; and the Administrative Agent makes no representation of any kind or character with respect to any such matter mentioned in this sentence. The Administrative Agent may execute any of its duties under any of the Loan Documents by or through employees, agents, and attorneys-in-fact and shall not be answerable to the Lenders, the Borrower, or any other Person for the default or misconduct of any such agents or attorneys-in-fact selected with reasonable care. The Administrative Agent may treat the payee of any Note as the holder thereof until written notice of transfer shall have been filed with the Administrative Agent signed by such payee in form satisfactory to the Administrative Agent. Each Lender acknowledges, represents and warrants that it has independently and without reliance on the Administrative Agent or any other Lender, and based upon such information, investigations and inquiries as it deems appropriate, made its own credit analysis and decision to extend credit to the Borrower in the manner set forth in the Loan Documents. It shall be the responsibility of each Lender to keep itself informed as to the creditworthiness of the Borrower and its Subsidiaries, and the Administrative Agent shall have no liability to any Lender with respect thereto. The Administrative Agent shall not have any duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of Lenders or to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter, and no Agent shall have any responsibility with respect to the accuracy of or the completeness of any information provided to Lenders.

(b) Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers under this Agreement or under any other Loan Document by or through any one (1) or more sub-agents appointed by the Administrative Agent (and not otherwise reasonably objected to by the Borrower within 10 days after notice of such appointment). The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates. The exculpatory, indemnification and other provisions of this Section 9.5 and of Section 9.6 shall apply to any Affiliates of the Administrative Agent and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent. All of the rights, benefits, and privileges (including the exculpatory and indemnification provisions) of this Section 9.5 and of Section 9.6 shall apply to any such sub-agent and to the Affiliates of any such sub-agent, and shall apply to their respective activities as sub-agent as if such sub-agent and Affiliates were named herein. Notwithstanding anything herein to the contrary, with respect to each sub-agent appointed by the Administrative Agent, (i) such sub-agent shall be a third party beneficiary under this Agreement with respect to all such rights, benefits and privileges (including exculpatory rights and rights to indemnification) and shall have all of the rights and benefits of a third party beneficiary, including an independent right of action to enforce such rights, benefits and privileges (including exculpatory rights and rights to indemnification) directly, without the consent or joinder of any other Person, against any or all of Loan Parties and the Lenders, (ii) such rights, benefits and privileges (including exculpatory rights and rights to indemnification) shall not be modified or amended without the consent of such sub-agent, and (iii) such sub-agent shall only have obligations to the Administrative Agent and not to any Loan Party, Lender or any other Person and no Loan Party, Lender or any other Person shall have any rights, directly or indirectly, as a third party beneficiary or otherwise, against such sub-agent.

Section 9.6 *Indemnity*. The Lenders shall ratably, in accordance with their respective Percentages, indemnify the Administrative Agent, to the extent that the Administrative Agent has not been reimbursed by any Loan Party, for and against any and all liabilities, obligations, losses, damages, taxes, penalties, actions, judgments, suits, costs, expenses (including counsel fees and disbursements) or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Administrative Agent in exercising its powers, rights and remedies or performing its duties hereunder or under the other Loan Documents or otherwise in its capacity as Administrative Agent in any way relating to or arising out of this Agreement or the other Loan Documents; *provided* that no Lender

shall be liable for any portion of such liabilities, obligations, losses, damages, taxes, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction. If any indemnity furnished to the Administrative Agent for any purpose shall, in the opinion of the Administrative Agent, be insufficient or become impaired, the Administrative Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished; *provided* that in no event shall this sentence require any Lender to indemnify the Administrative Agent against any liability, obligation, loss, damage, tax, penalty, action, judgment, suit, cost, expense or disbursement in excess of such Lender's ratable share thereof, in accordance with such Lender's respective Percentage; and *provided further* that this sentence shall not be deemed to require any Lender to indemnify the Administrative Agent against any liability, obligation, loss, damage, tax, penalty, action, judgment, suit, cost, expense or disbursement described in the proviso in the immediately preceding sentence. The obligations of the Lenders under this Section shall survive termination of this Agreement. The Administrative Agent shall be entitled to offset amounts received for the account of a Lender under this Agreement against unpaid amounts due from such Lender to the Administrative Agent hereunder (whether as fundings of participations, indemnities or otherwise), but shall not be entitled to offset against amounts owed to the Administrative Agent by any Lender arising outside of this Agreement and the other Loan Documents.

Section 9.7 *Resignation of Administrative Agent and Successor Administrative Agent*. The Administrative Agent may resign at any time by giving ten days written notice thereof to the Lenders and the Borrower. If the Administrative Agent is a Defaulting Lender or an Affiliate of a Defaulting Lender, either the Required Lenders or the Borrower may, upon ten (10) days' notice to the Borrower, the Lenders and the Administrative Agent, remove the Administrative Agent (such retiring or replaced Administrative Agent, the "*Departing Administrative Agent*"). The Administrative Agent shall have the right to appoint a financial institution (which shall be a commercial bank with an office in the U.S. having combined capital and surplus in excess of $1 billion) to act as Administrative Agent and/or Collateral Agent hereunder, with the written consent of the Borrower and the Required Lenders (not to be unreasonably withheld), and the Administrative Agent's resignation shall become effective on the earliest of (i) 30 days after delivery of the notice of resignation, (ii) the acceptance of such successor Administrative Agent by the Borrower and the Required Lenders or (iii) such other date, if any, agreed to by the Borrower and the Required Lenders. Upon any such notice of resignation or any such removal, if a successor Administrative Agent has not already been appointed by the retiring Administrative Agent, the Required Lenders shall have the right, upon the written consent of the Borrower (not to be unreasonably withheld), to appoint a successor Administrative Agent. If neither the Required Lenders nor the Administrative Agent have appointed a successor Administrative Agent, the Required Lenders shall be deemed to have succeeded to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent; *provided* that until a successor Administrative Agent is so appointed by Required Lenders or the Administrative Agent, any collateral security held by the Administrative Agent in its role as Collateral Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents shall continue to be held by the retiring Collateral Agent as nominee until such time as a successor Collateral Agent is appointed. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the Departing Administrative Agent and the Departing Administrative Agent shall promptly (i) transfer to such successor Administrative Agent all sums, securities and other items of Collateral held under the Collateral Documents, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Administrative Agent under the Loan Documents, and (ii) execute and deliver to such successor Administrative Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Administrative Agent of the security interests created under the Collateral Documents, whereupon such

Departing Administrative Agent shall be discharged from its duties and obligations hereunder. Except as provided above, any resignation or removal of JPMorgan Chase Bank, N.A. or its successor as Administrative Agent pursuant to this Section shall also constitute the resignation or removal of JPMorgan Chase Bank, N.A. or its successor as Collateral Agent. After any Departing Administrative Agent's resignation or replacement hereunder as Administrative Agent, the provisions of this ARTICLE 9 and all protective provisions of the other Loan Documents shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent, but no successor Administrative Agent shall in any event be liable or responsible for any actions of its predecessor. Any successor Administrative Agent appointed pursuant to this Section shall, upon its acceptance of such appointment, become the successor Collateral Agent of all purposes hereunder.

Section 9.8 *L/C Issuer*. The L/C Issuer shall act on behalf of the Revolving Lenders with respect to any Letters of Credit issued by it and the documents associated therewith. The L/C Issuer shall have all of the benefits and immunities (i) provided to the Administrative Agent in this ARTICLE 9 with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and the Applications pertaining to such Letters of Credit as fully as if the term "Administrative Agent", as used in this ARTICLE 9, included the L/C Issuer with respect to such acts or omissions (it being understood and agreed that for purposes of this Section 9.8, all references to "Lenders" in this ARTICLE 9 shall be deemed to be references to "Revolving Lenders") and (ii) as additionally provided in this Agreement with respect to such L/C Issuer.

Section 9.9 *Hedging Liability and Funds Transfer Liability and Deposit Account Liability Obligation Arrangements*. By virtue of a Lender's execution of this Agreement or an assignment agreement pursuant to Section 10.10 hereof, as the case may be, any Affiliate of such Lender with whom the Borrower or any Subsidiary has entered into an agreement creating Hedging Liability or Funds Transfer Liability, Deposit Account Liability and Data Processing Obligations shall be deemed a Lender party hereto for purposes of any reference in a Loan Document to the parties for whom the Administrative Agent is acting, it being understood and agreed that the rights and benefits of such Affiliate under the Loan Documents consist exclusively of such Affiliate's right to share in payments and collections out of the Collateral as more fully set forth in Section 2.9 and ARTICLE 4 hereof and subject to Section 9.13 hereof. In connection with any such distribution of payments and collections, the Administrative Agent shall be entitled to assume no amounts are due to any Lender or its Affiliate with respect to Hedging Liability or Funds Transfer Liability, Deposit Account Liability and Data Processing Obligations unless such Lender has notified the Administrative Agent in writing of the amount of any such liability owed to it or its Affiliate prior to such distribution.

Section 9.10 *No Other Duties*. Anything herein to the contrary notwithstanding, none of the Arrangers, Co-Syndication Agents, Co-Documentation Agents or other agents or arrangers listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender, a L/C Issuer or Swing Line Lender hereunder.

Section 9.11 *Authorization to Enter into, and Enforcement of, the Collateral Documents*. The Administrative Agent or Collateral Agent, as applicable, is hereby irrevocably authorized by each Secured Party to be the agent for and representative of the Secured Parties and to execute and deliver the Collateral Documents and Guaranty on behalf of and for the benefit of the Secured Parties and to take such action and exercise such powers under the Collateral Documents as the Administrative Agent or Collateral Agent, as applicable considers appropriate; *provided* that neither the Administrative Agent nor the Collateral Agent shall owe any fiduciary duty, duty of loyalty, duty of care, duty of disclosure or any other obligation whatsoever to any other holder of Obligations with respect to any Hedge Agreement or Funds Transfer Liability, Deposit Account Liability and Data Processing Obligations. The

Administrative Agent shall not (except as expressly provided in Section 10.11 or Section 9.13) amend the Collateral Documents unless such amendment is agreed to in writing by the Required Lenders. Each Lender acknowledges and agrees that it will be bound by the terms and conditions of the Collateral Documents upon the execution and delivery thereof by the Administrative Agent. Except as otherwise specifically provided for herein, no Lender (or its Affiliates) other than the Administrative Agent shall have the right to institute any suit, action or proceeding in equity or at law for the foreclosure or other realization upon any Collateral or for the execution of any trust or power in respect of the Collateral or for the appointment of a receiver or for the enforcement of any other remedy under the Collateral Documents; it being understood and intended that no one or more of the Lenders (or their Affiliates) shall have any right in any manner whatsoever to affect, disturb or prejudice the Lien of the Administrative Agent (or any security trustee therefor) under the Collateral Documents by its or their action or to enforce any right thereunder, and that all proceedings at law or in equity shall be instituted, had, and maintained by the Administrative Agent (or its security trustee) in the manner provided for in the relevant Collateral Documents for the benefit of the Lenders and their Affiliates.

Section 9.12 *Authorization to Release Liens, Etc*. The Administrative Agent or Collateral Agent, as applicable, is hereby irrevocably authorized by each of the Lenders (and shall, upon the written request of the Borrower) to (and to execute any documents or instruments necessary to):

(i) release any Lien covering any Property of the Borrower or its Subsidiaries that is the subject of a disposition that is permitted by this Agreement or that has been consented to in accordance with Section 10.11 or in accordance with Section 9.13;

(A) upon the Termination Date, release the Borrower and each of the Guarantors from its Obligations under the Loan Documents (other than those that specifically survive termination of this Agreement) and any Liens covering any of their Property with respect thereto; and

(B) release any Guarantor from its obligations under any Loan Document to which it is a party if such Person ceases to be a Restricted Subsidiary as a result of a transaction or designation permitted by this Agreement and the Liens on such Obligations shall be automatically released;

(ii) at the request of the Borrower, to subordinate any Lien on any Property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such Property that is permitted by Sections 6.15(e), (w) or (x) or, with respect to the replacement of Liens, permitted by Sections 6.15(e), (w) or (x);

(iii) enter into any intercreditor arrangements contemplated by Sections 2.14, 2.15, 6.13, 6.14, and/or 6.15 that will allow additional secured debt that is permitted under the Loan Documents to be secured by a lien on the Collateral on a *pari passu* or junior basis with the Obligations. The terms of such intercreditor arrangements shall be customary and reasonably acceptable to the Administrative Agent and the Borrower.

Section 9.13 *Release of Collateral*. Notwithstanding any other provision of this Agreement or any Collateral Document to the contrary, all security interests in the Collateral securing the Secured Obligations (as defined in the Security Agreement) pursuant to the Collateral Documents shall be released, in each case without representation, warranty or recourse of any nature, on a Business Day specified by the Borrower (the “Release Date”), upon satisfaction (as of the Release Date) of the following conditions precedent:

(i) the Borrower shall have given written notice to the Administrative Agent and the Collateral Agent at least 10 Business Days prior to the Release Date, specifying the proposed Release Date;

(ii) as of the Release Date, no Term B Loans shall be outstanding and the Term B Lenders shall have no further commitment to lend under this Agreement;

(iii) as of the Release Date, the Borrower shall have obtained the Required Ratings;

(iv) as of the Release Date, no Default or Event of Default shall have occurred and be continuing; and

(v) after giving effect to the Release Date, there shall be no Liens on the Collateral that were pari passu to the Liens on the Collateral securing the Obligations immediately prior to the Release Date (including in respect of any Secured Obligations); and

(vi) on the Release Date, the Collateral Agent shall have received a certificate, dated the Release Date and executed on behalf of the Borrower by the chief financial officer of the Borrower, confirming the satisfaction of the conditions set forth in clauses (iii), (iv) and (v) above;

provided, *however*, that if on any date after a Release Date, the Required Ratings cease to be maintained, then, within 45 days of such date (or 60 days, in the case of mortgages on real property), or such longer periods as to which the Administrative Agent may consent (in its sole discretion), the Loan Parties shall re-pledge the Collateral (together with such other assets of the Loan Parties acquired after the Second Restatement Date as would have been required to have been pledged as Collateral on the Second Restatement Effective Date) pursuant to collateral documents substantially in the form of the Collateral Documents as in effect on the Second Restatement Effective Date and execute and deliver to the Collateral Agent all such other instruments and documents as the Collateral Agent may reasonably request to effectuate, evidence or confirm such pledge of Collateral, in each case to the same extent required to be in effect on the Second Restatement Effective Date.

For the avoidance of doubt, the foregoing provisions of this Section 9.13 shall in no circumstances require the Administrative Agent or the Collateral Agent to release any Loan Party from its obligations under the Guaranty.

(b) Subject to the satisfaction of the conditions set forth in paragraph (a) above, on or after the Release Date, each Lender (on behalf of itself and each of its Affiliates that may be a Secured Party) hereby expressly authorizes the Collateral Agent to release the Liens on the Collateral securing the Secured Obligations and return any Collateral held by it to the Borrower and to execute and deliver to the Loan Parties all such instruments and documents as the Loan Parties may reasonably request to effectuate, evidence or confirm the release of the Liens on the Collateral provided for in this Section 9.13, all at the sole cost and expense of the Loan Parties. Any execution and delivery of documents pursuant to this Section 9.13 shall be without recourse to or warranty by the Collateral Agent.

(c) Without limiting the provisions of Section 10.13, Holdco and the Borrower shall reimburse the Administrative Agent and Collateral Agent upon demand for all costs and expenses, including fees, disbursements and other charges of counsel, incurred by either of them in connection with any action contemplated by this Section 9.13.

ARTICLE 10. MISCELLANEOUS.

Section 10.1 *Withholding Taxes*.

(a) *Payments Free of Withholding*. Except as otherwise required by law and subject to Section 10.1(d) hereof, each payment by or on behalf of any Loan Party under this Agreement or the other Loan Documents shall be made without withholding or deduction for or on account of any Taxes (other than Connection Taxes). If any such withholding is so required, such withholding or deduction shall be made, the amount withheld shall be paid to the appropriate Governmental Authority before penalties attach thereto or interest accrues thereon, and the relevant Loan Party shall pay such additional amount as may be necessary to ensure that the net amount actually received by each Lender and the Administrative Agent free and clear of such Taxes (including such Taxes on such additional amount) is equal to the amount which that Lender or the Administrative Agent (as the case may be) would have received had such withholding not been made. If the Administrative Agent or any Lender pays any amount in respect of any Indemnified Taxes, the Borrower shall reimburse the Administrative Agent or such Lender for that payment in the currency in which such payment was made whether or not such amounts were correctly or legally imposed promptly following the date the Lender or the Administrative Agent makes written demand therefor, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof. Notwithstanding the foregoing, a Loan Party shall not be required to pay any additional amounts or reimburse any Lender or the Administrative Agent with respect to any Taxes (i) that, except as provided in Section 10.1(d), are attributable to a Lender's failure to comply with the requirements of Section 10.1(c), (ii) that are United States federal withholding Taxes imposed on amounts payable to a Lender or Administrative Agent at the time such Lender or Administrative Agent becomes a party to this Agreement (or, if such Lender or Administrative Agent was a party to the First Amended and Restated Credit Agreement immediately prior to the date of this Agreement, at the time such Lender or Administrative Agent became a party to the First Amended and Restated Credit Agreement), except to the extent such Lender's assignor (if any) was entitled, at the time of assignment, to receive additional amounts or reimbursement under this Section 10.1(a), (iii) that are attributable to a Lender or the Administrative Agent designating a successor lending office at which it maintains its Obligations other than at the request of the applicable Loan Party and except to the extent such Lender or the Administrative Agent was entitled, at the time of the successor lending office is designated, to receive additional amounts from the applicable Loan Party with respect to such Taxes pursuant to this clause, or (iv) imposed due to a failure by any Lender, the Administrative Agent or any foreign financial institution through which payments under this Agreement are made to comply with any applicable certification, documentation, information or other reporting requirement concerning the nationality, residence, identity, direct or indirect ownership of or investment in, or connection with the United States of America of any Lender or Administrative Agent or any foreign financial institution through which payments under this Agreement are made if such compliance is required by Sections 1471-1474 of the Code or any Treasury Regulation promulgated or Revenue Ruling, Revenue Procedure, or Notice issued by the IRS thereunder or any agreement entered into pursuant to Section 1471(b)(1) of the Code, and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code ("*FATCA*") as a precondition to relief or exemption from such Taxes (such Taxes described in clauses (i) through (iv), together with Connection Taxes, "*Excluded Taxes*"). After any payment of Taxes or Other Taxes by any Loan Party to a Governmental Authority pursuant to this Section 10.1, such Loan Party shall deliver official tax receipts evidencing that payment or certified copies thereof (or, if such receipts are not available, other evidence of payment reasonably acceptable to the relevant Lender or Administrative Agent) to the Lender or Administrative Agent on whose account such withholding was made (with a copy to the Administrative Agent if not the recipient of the original) on or before the thirtieth day after payment.

(b) *Indemnification by the Lenders.* Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (x) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (y) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.10(d) relating to the maintenance of a Participant Register and (z) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any source against any amount due to the Administrative Agent under this Section 10.1(b).

(c) *U.S. Withholding Tax Exemptions*. Each Lender that is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) shall submit to the Borrower and the Administrative Agent (x) on or before the Original Closing Date or, if later, the date such financial institution becomes a Lender hereunder, (y) on or prior to the date 60 days after written notice from Borrower that such form or certificate shall expire or become obsolete other than in connection with an event described in (z), and (z) after the occurrence of any event within such Lender's control requiring a change in the most recent form of certification previously delivered by it, two (2) duly completed and signed originals of (i) IRS Form W-8BEN or IRS Form W-8BEN-E (relating to such Lender and entitling it to a complete exemption from, or a reduced rate of, withholding under the Code on all amounts to be received by such Lender, including fees, pursuant to the Loan Documents and the Obligations), Form W-8ECI (relating to all amounts to be received by such Lender, including fees, pursuant to the Loan Documents and the Obligations) or Form W-8IMY (relating to entities acting as intermediaries), together with any applicable underlying IRS forms, or any successor forms, (ii) solely if such Lender is claiming exemption from United States withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", IRS Form W-8BEN or IRS Form W-8BEN-E, or any successor form prescribed by the IRS, and a certificate representing that such Lender is not a bank for purposes of Section 881(c) of the Code, is not a ten-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Code) of the Borrower and is not a controlled foreign corporation related to the Borrower (within the meaning of Section 864(d)(4) of the Code) or (iii) any other applicable document prescribed by the Applicable Law certifying as to the entitlement of such Lender to such exemption from United States withholding tax or reduced rate with respect to all payments to be made to such Lender under the Loan Documents. Each Lender that is a United States person (as such term is defined in Section 7701(a)(30) of the Code) shall (A) on or prior to the Original Closing Date or, if later, the date such financial institution becomes a Lender hereunder, (B) on or prior to the date 60 days after written notice from Borrower that such form or certification shall expire or become obsolete other than in connection with an event described in (C), (C) after the occurrence of any event requiring a change in the most recent form or certification previously delivered by it pursuant to this clause (b) and (D) from time to time if requested by the Borrower or the Administrative Agent, provide the Administrative Agent and the Borrower with two (2) duly completed and signed originals of Form W-9 (certifying that such Lender is entitled to an exemption from U.S. backup withholding tax) or any successor form. Thereafter and from time to time, each Lender, within 60 days of Borrower's written request, shall submit to the Borrower and the Administrative Agent such additional duly completed and signed copies of such other forms and such other certificates as may be (i) requested by the Borrower in a written notice, directly or through the Administrative Agent, to such Lender and (ii) required under then-current United States law or regulations to avoid or reduce United States withholding taxes on payments in respect of all amounts to be received by such Lender, including fees, pursuant to the Loan Documents or the Obligations. If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding tax

imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by Applicable Laws and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by Applicable Laws (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment.

(d) *Inability of Lender to Submit Forms*. If as a result of any change in Applicable Law, regulation or treaty, or in any official application or interpretation thereof applicable to the payments made by or on behalf of any Loan Party or by the Administrative Agent under any Loan Document or any change in an income tax treaty applicable to any Lender, any Lender is unable to submit to the Borrower or the Administrative Agent any form or certificate that such Lender is obligated to submit pursuant to subsection (c) of this Section 10.1 or such Lender is required to withdraw or cancel any such form or certificate previously submitted or any such form or certificate otherwise becomes ineffective or inaccurate, such Lender shall promptly notify the Borrower and Administrative Agent of such fact and the Lender shall to that extent not be obligated to provide any such form or certificate and will be entitled to withdraw or cancel any affected form or certificate, as applicable. For the avoidance of doubt, the enactment of final Treasury Regulations promulgated under FATCA shall not be deemed to be a change in Applicable Law for the purposes of this Agreement.

(e) *Tax Refunds*. If the Administrative Agent or any Lender determines, in its sole discretion, that it has received a refund of Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 10.1 or Section 10.4, it shall pay over such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 10.1 or Section 10.4 giving rise to such refund), net of all reasonable out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority) with respect to such refund; *provided* that the Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Borrower plus any penalties, interest or other charges imposed by the relevant Governmental Authority to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the Borrower or any other Person.

(f) *Mitigation*. Any Lender claiming any additional amounts payable pursuant to this Section 10.1 shall use its reasonable efforts (consistent with its internal policies and Applicable Laws) to change the jurisdiction of its lending office if such a change would reduce any such additional amounts (or any similar amount that may thereafter accrue) and would not, in the sole determination of such Lender, be otherwise disadvantageous to such Lender. Notwithstanding any provision of this Section 10.1 to the contrary, no Lender may make a claim for the payment of additional amounts under this Section 10.1 unless the applicable Lender is also generally requiring reimbursement therefor from similarly situated United States borrowers under comparable syndicated credit facilities; *provided* that, in connection with asserting any such claim, no confidential information need be disclosed.

(g) *Survival*. Each party's obligations under this Section 10.1 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, and the Termination Date.

(h) *FATCA Grandfathering*. For purposes of determining withholding Taxes imposed under FATCA, from and after the Restatement Effective Date, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) this Agreement as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

Section 10.2 *No Waiver; Cumulative Remedies; Collective Action.* No delay or failure on the part of the Administrative Agent or any Lender or on the part of the holder or holders of any of the Obligations in the exercise of any power or right under any Loan Document shall operate as a waiver thereof or as an acquiescence in any default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies hereunder of the Administrative Agent, the Lenders and of the holder or holders of any of the Obligations are cumulative to, and not exclusive of, any rights or remedies which any of them would otherwise have.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 7.2, Section 7.3 and Section 7.4 for the benefit of all the Lenders and the L/C Issuer, and each Lender and the L/C Issuer hereby agree with each other Lender and the L/C Issuer, as applicable, that no Lender shall (and the L/C Issuer shall not) take any action to protect or enforce its rights under this Agreement or any other Loan Document (including exercising any rights of set-off) without first obtaining the prior written consent of the Administrative Agent or the Required Lenders; *provided*, *however*, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) the L/C Issuer or the Swing Line Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as L/C Issuer or Swing Line Lender, as the case may be) hereunder and under the other Loan Documents or (c) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any debtor relief law.

Section 10.3 *Non-Business Days*. Except as otherwise provided herein, if any payment hereunder or date for performance becomes due and payable or performable (in each case, including as a result of the expiration of any relevant notice period) on a day which is not a Business Day, the due date of such payment or the date for such performance shall be extended to the next succeeding Business Day on which date such payment shall be due and payable or such other requirement shall be performed. In the case of any payment of principal falling due on a day which is not a Business Day, interest on such principal amount shall continue to accrue during such extension at the rate per annum then in effect, which accrued amount shall be due and payable on the next scheduled date for the payment of interest.

Section 10.4 *Documentary Taxes*. The Borrower agrees to pay within ten (10) days after written demand therefor any documentary, stamp, excise, property or similar Taxes payable in respect of this Agreement or any other Loan Document, including interest and penalties, in the event any such Taxes are assessed, irrespective of when such assessment is made and whether or not any credit is then in use or available hereunder ("*Other Taxes*").

Section 10.5 *Survival of Representations*. All representations and warranties made herein or in any other Loan Document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Agreement and the other Loan Documents, and shall continue in full force and effect with respect to the date as of which they were made until the Termination Date.

Section 10.6 *Survival of Indemnities*. All indemnities and other provisions relative to reimbursement to the Lenders of amounts sufficient to protect the yield of the Lenders with respect to the Loans and Letters of Credit, including, but not limited to, Sections 8.1, 8.4, 10.4 and 10.13 hereof, shall survive the termination of this Agreement and the other Loan Documents and the payment of the Obligations.

Section 10.7 *Sharing of Set-Off*. Each Lender agrees with each other Lender a party hereto that if such Lender shall receive and retain any payment, whether by set-off or application of deposit balances or otherwise (except pursuant to a valid assignment or participation pursuant to Section 10.10 or as provided in or contemplated by Sections 2.14, 2.15 or 10.11(d)), on any of the Loans or Reimbursement Obligations in excess of its ratable share of payments on all such Obligations then outstanding to the Lenders, then such Lender shall purchase for cash at face value, but without recourse, ratably from each of the other Lenders such amount of the Loans or Reimbursement Obligations, or participations therein, held by each such other Lenders (or interest therein) as shall be necessary to cause such Lender to share such excess payment ratably with all the other Lenders; *provided*, *however* that if any such purchase is made by any Lender, and if such excess payment or part thereof is thereafter recovered from such purchasing Lender, the related purchases from the other Lenders shall be rescinded ratably and the purchase price restored as to the portion of such excess payment so recovered, but without interest. For purposes of this Section, amounts owed to or recovered by the L/C Issuer in connection with Reimbursement Obligations in which Lenders have been required to fund their participation shall be treated as amounts owed to or recovered by the L/C Issuer as a Lender hereunder.

Section 10.8 *Notices*. Except as otherwise specified herein, all notices hereunder and under the other Loan Documents shall be in writing (including, without limitation, notice by facsimile or email transmission) and shall be given to the relevant party at its physical address, facsimile number or email address set forth below, or such other physical address, facsimile number or email address as such party may hereafter specify by notice to the Administrative Agent and the Borrower given by courier, by United States certified or registered mail, by facsimile, email transmission or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices under the Loan Documents to any Lender shall be addressed to its physical address or facsimile number or email address set forth on its Administrative Questionnaire; and notices under the Loan Documents to the Borrower or the Administrative Agent shall be addressed to their respective physical addresses, facsimile numbers or email addresses set forth below:

to the Borrower:

vantiv, LLC
8500 Governors Hill Drive
Symmes Township, Ohio 45249
Attention: Mark Heimbouch
Telephone: 513-900-5100
Facsimile: 513-900-5206
Email: mark.heimbouch@vantiv.com

to the Administrative Agent:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Rd., NCC2, Floor 03
Newark, DE 19713-2107
Attention: James A Campbell
Telephone: 302-634-1929
Facsimile: 302-634-1417
Email: james.x.campbell@chase.com

With a copy of any notice of any
Default or Event of Default (which shall
not constitute notice to the Borrower) to:

Sidley Austin, LLP
2021 McKinney Avenue, Suite 2000
Dallas, Texas 75201
Attention: Kelly M. Dybala
Telephone: (214) 981-3426
Facsimile: (214) 981-3400
Email: kdybala@sidley.com

Each such notice, request or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Section 10.8 or in the relevant Administrative Questionnaire and a confirmation of such telecopy has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid, (iii) if by email, when delivered (all such notices and communications sent by email shall be deemed delivered upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgement)), or (iv) if given by any other means, when delivered at the addresses specified in this Section 10.8 or in the relevant Administrative Questionnaire; *provided* that any notice given pursuant to ARTICLE 2 hereof shall be effective only upon receipt.

Section 10.9 *Counterparts*. This Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

Section 10.10 *Successors and Assigns; Assignments and Participations.*

(a) *Successors and Assigns Generally*. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that, other than in connection with a Designated Change of Control, the Borrower may not assign or otherwise transfer any of its rights or obligations under any Loan Document without the prior written consent of the Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of clause (b) of this Section, (ii) by way of participation in accordance with the provisions of clause (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of clause (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in clause (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) *Assignments by Lenders*.

(i) Any Lender may at any time assign to one (1) or more Eligible Assignees all or a portion of its rights and obligations under this Agreement with respect to all or a portion of its Revolving Credit Commitment(s) and the Loans at the time owing to it.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment of the entire remaining amount of the assigning Lender's Revolving Credit Commitment(s) and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Revolving Credit Commitment(s) (which for this purpose includes Loans outstanding thereunder) or, if the applicable Revolving Credit Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "*Trade Date*" is specified in the Assignment and Assumption, as of such Trade Date) shall not be less than $5.0 million, in the case of any assignment in respect of the Revolving Facility, or less than $1.0 million, in the case of any assignment in respect of the Term Facility (calculated, in each case, in the aggregate with respect to multiple, simultaneous assignments by two (2) or more Approved Funds which are Affiliates or share the same (or affiliated) manager or advisor and/or two (2) or more lenders that are Affiliates) unless each of the Administrative Agent and the Borrower otherwise consent (each such consent not to be unreasonably withheld or delayed);

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Facility or the Revolving Credit Commitment assigned, except that this clause (B) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities on a non-*pro rata* basis;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 (unless otherwise waived or reduced by the Administrative Agent in its sole discretion), and the Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(D) the Eligible Assignee provides the Borrower and the Administrative Agent the forms required by Section 10.1(b) prior to the assignment and shall not be entitled to any additional amounts or indemnification of Taxes under Section 10.1 in excess of the amounts that would be paid to its assignor.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to clause (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 8.4, 10.1(a) and 10.13 and subject to any obligations hereunder with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this clause (b) shall be void *ab initio*. All parties hereto consent that assignments to the Borrower permitted by the terms hereof shall not be construed as violating *pro rata*, optional redemption or any other provisions hereof, it being understood that, notwithstanding anything to the contrary elsewhere in this Agreement, immediately upon receipt by the Borrower of any Loans and/or Revolving Credit Commitments the same shall be deemed cancelled and no longer outstanding for any purpose under this Agreement, including without limitation, Section 10.11, and in no event shall the Borrower have any rights of a Lender under this Agreement or any other Loan Document.

(iii) Notwithstanding any other provision of this Agreement or the Incremental Amendment No. 3 to the contrary if a 2017 Incremental Term Lender (an "*Original Lender*") assigns any portion of its 2017 Incremental Term Loan Commitments and any related 2017 Incremental Term Loans at the time owing to it to one or more Eligible Assignees (other than any assignment to an additional joint lead arranger, joint bookrunner, syndication agent, documentation agent or similar agent or arranger that is appointed in connection with the 2017 Incremental Facilities) (each a "*New Lender*") on or prior to the date falling on the last day of the Certain Funds Period (the "*Pre-Closing Assigned Commitments*") and the New Lender defaults (the "Defaulting Assignee") in its obligation to provide its pro rata share of a Credit Extension in respect of any 2017 Incremental Term Loan Commitment to be made during the Certain Funds Period, then the Original Lender which has made the assignment agrees to provide the amount that the Defaulting Assignee was obliged to provide up to the amount of the Pre-Closing Assigned Commitments and such Original Lender shall automatically re-acquire in full, by way of assignment, the Pre-Closing Assigned Commitments of such Defaulting Assignee. If an Original Lender is required to provide an amount which a Defaulting Assignee has failed to provide pursuant to this paragraph (a "*Funding Original Lender*" and "*Default Amount*" respectively) then (A) each other Original Lender shall promptly pay to the Funding Original Lender an amount equal to its pro rata share of the Default Amount (determined by reference to the Original Lenders' respective original aggregate 2017 Incremental Term Loan Commitments) and (B) the Original Lenders shall effect assignments of 2017 Incremental Term Loan Commitments as between themselves to ensure that each Original Lender holds a portion of the Pre-Closing Assigned Commitments which is equal to its pro rata share of the Default Amount (determined as set out above). For the avoidance of doubt, no provision of this paragraph shall require an Original Lender to fund more than its original 2017 Incremental Term Loan Commitments as at the date of this Agreement.

(c) *Register*. B. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, the Revolving Credit Commitment(s) of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time, and each repayment in respect of the principal amount (and any interest thereon) (the "*Register*"). The entries in the Register shall be conclusive absent manifest error or except to the extent an assignment has been recorded therein which assignment does not comply with Section 10.10(b), and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary; *provided* that in the event any assignment contemplated by clause (b) above is not effected in accordance with the requirements of that Section, nothing in the Register to the contrary shall override the nullity of such assignment as provided pursuant to clause (b) above. The Register shall be available for inspection by the Borrower and any Lender (as to its own interest, but not the interest of any other Lender), at any reasonable time and from time to time upon reasonable prior notice.

(i) The Administrative Agent shall (A) accept the Assignment and Assumption and (B) promptly record the information contained therein in the Register once all the requirements of clause (a) above have been met. No assignment shall be effective unless it has been recorded in the Register.

(d) *Participations*. Any Lender may at any time, without the consent of, or notice to, the Borrower, the Administrative Agent, any L/C Issuer or the Swing Line Lender, sell participations to any Person (other than a natural person or a Prohibited Lender) (each, a "*Participant*") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Revolving Credit Commitment(s) and/or the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification, supplement or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification, supplement or waiver described in subclause (A) (to the extent that such Participant is directly affected) or (B) of Section 10.11 Subject to clause (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 8.1, 8.4(b) and 10.1(a) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to clause (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.14 as though it were a Lender; *provided* that such Participant agrees to be subject to Section 10.7 as though it were a Lender.

Each Lender that sells a participation pursuant to this Section 10.10(d), acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain a register for the recordation of the names and addresses of the Participants, the commitments of, and principal amounts (and stated interest) of the Loans owing to, each Participant pursuant to the terms hereof from time to time, and each repayment in respect of the principal amount (and any interest thereon) (each, a "*Participant Register*"). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of a participation for all purposes of this Agreement, notwithstanding notice to the contrary.

(e) *Limitations upon Participant Rights*. A Participant shall not be entitled to receive any greater payment under Section 8.4 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant. A Participant shall not be entitled to receive any greater payment under Section 10.1(a) or Section 10.4 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant. A Participant that is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) shall not be entitled to the benefits of Section 10.1(a) or Section 10.4 unless the Borrower is notified of the participation sold to such Participant and such Participant complies with Section 10.1(c) and (d) as though it were a Lender.

(f) *Certain Pledges*. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (other than to any Prohibited Lender) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank having jurisdiction over such lender, and this Section 10.10 shall not apply to any pledge or assignment of a security interest; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) *Electronic Execution of Assignments*. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or

enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the Ohio Uniform Electronic Transactions Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Any Lender may elect to, but is not obligated to elect to, at any time, assign all or a portion of its rights and obligations in respect of the Term Loans to (i) any Non-Debt Fund Affiliate and/or (ii) Holdco and/or any Subsidiary of Holdco (each of the Persons identified in clauses (i) and (ii), an "*Affiliated Lender*") on a non *pro rata* basis through (x) Dutch Auctions open to all Lenders on a *pro rata* basis and/or (y) open market purchases (but with respect to open market purchases made by Holdco or any Subsidiary of Holdco, solely with respect to Term B Loans), subject to the following limitations:

(i) in connection with any purchase by or assignment to Holdco or any Subsidiary of Holdco, such Affiliated Lender shall either (x) make a representation that, as of the date of any such purchase and assignment, it is not in possession of material non-public information ("*MNPI*") with respect to Holdco, the Borrower, its Subsidiaries or their respective securities that (A) has not been disclosed to the assigning Lender prior to such date and (B) could reasonably be expected to have a material effect upon, or otherwise be material to, a Lender's decision to assign Loans to such Affiliated Lender, as the case may be (in each case, other than because such assigning Lender does not wish to receive MNPI with respect to the Borrower, its Subsidiaries or their respective securities) or (y) disclose to the assigning Lender of such Term Loan that it cannot make such representation;

(ii) all Term Loans held by any Affiliated Lender shall be deemed to be not outstanding for all purposes of calculating whether the Required Lenders have taken any action and, in connection with any bankruptcy, insolvency or reorganization proceeding of the Borrower or any other Loan Party, each Affiliated Lender shall vote in any such proceeding with respect to the Term Loans held by it in the same proportion and allocation with respect any matter thereunder as the Lenders that are not Affiliated Lenders so long as such Affiliated Lender, in its capacity as a Lender, is treated in connection therewith on the same or better terms as the other Lenders upon the resolution of such proceeding;

(iii) (A) the aggregate principal amount of Term Loans purchased by assignment pursuant to this Section 10.10(h) and held at any one time by Affiliated Lenders may not exceed 19.0% of the outstanding principal amount of all Term Loans *plus* the outstanding principal amount of all term loans made pursuant to a Term Commitment Increase and (B) in addition to amounts permitted by clause (A) above, the aggregate principal of Term Loans purchased by assignment pursuant to this Section 10.10(h) and held at any one time by Affiliated Lenders (other than Fifth Third Bank) may not exceed 10.00% of the outstanding principal amount of all Term Loans *plus* the outstanding principal amount of all term loans made pursuant to a Term Commitment Increase;

(iv) Affiliated Lenders will not receive information provided solely to Lenders by the Administrative Agent or any Lender and will not be permitted to attend or participate in meetings attended solely by the Lenders and the Administrative Agent, other than the receipt of notices of Borrowings, notices of prepayments and other administrative notices in respect of its Loans or Revolving Credit Commitments required to be delivered to Lenders pursuant to ARTICLE 2;

(v) No Affiliated Lender shall take any action in any bankruptcy, insolvency or reorganization proceeding to object to, impede or delay the exercise of any right or the taking of any action by the Administrative Agent or Collateral Agent or the taking of any action by a third party that is supported by the Administrative Agent or Collateral Agent (including, without limitation, voting on any plan of reorganization, liquidation or similar scheme) so long as such Affiliated Lender is treated in connection therewith on the same or better terms as the other Lenders upon the resolution of such proceeding;

(vi) in the case of any purchase by or assignment to Holdco, the Borrower or any of its Subsidiaries, (A) the Revolving Facility shall not be utilized to fund the purchase or assignment, (B) no Default or Event of Default shall have occurred and be continuing at the time of acceptance of any bids in any Dutch Auction or the consummation of any open market purchase, as applicable, and (C) other than in connection with a buyback under pursuant to Section 10.10(i) below, any Term Loans purchased by Holdco or its Subsidiaries shall be immediately cancelled (*provided* that neither Holdco nor its Subsidiaries may increase the amount of Consolidated EBITDA by any non-cash gains associated with such cancellation of debt).

It is understood and agreed that the limitations set forth in clauses (ii), (iii), (iv) and (v) above shall be applicable to and in respect of any Affiliated Lender that is a party to this agreement whether such Lender is a party hereto on the Original Closing Date, becomes a Lender as a result of assignment pursuant to this Section 10.10(h) or otherwise and shall only be applicable with respect to the Term Loans that are held by such Affiliated Lender while such Term Loans are held by such Affiliated Lender.

Notwithstanding anything to the contrary contained in the foregoing, (a) any Non-Debt Fund Affiliate may (but shall not be required to) contribute any Term Loans so purchased under this Section 10.10(h) to Holdco or any of its Subsidiaries for purposes of cancellation of such debt, (b) each Affiliated Lender shall have the right to vote on any amendment, modification, waiver or consent that would require the vote of all Lenders or the vote of all Lenders directly and adversely affected thereby pursuant to subclauses (A) or (B) of Section 10.11(a) and (c) no amendment, modification, waiver or consent shall affect any Affiliated Lender (in its capacity as a Lender) in a manner that is disproportionate to the effect on any Lender of the same Class or that would deprive such Affiliated Lender of its pro rata share of any payment to which it is entitled.

In addition, Term Loans and/or Revolving Credit Commitments may be purchased by and assigned to any Debt Fund Affiliate on a non-*pro rata* basis through (a) Dutch Auctions open to all Lenders on a *pro rata* basis in accordance with customary procedures and/or (b) open market purchases. The limitations under clauses (i) through (iv) above shall not apply to any such purchase by a Debt Fund Affiliate, and each Lender shall be permitted to assign all or a portion of such Lender's Term Loans and/or Revolving Credit Commitments to any Debt Fund Affiliate without regard to such foregoing provisions; *provided* that for purposes of calculating whether the Required Lenders have taken any action, Debt Fund Affiliates cannot, in the aggregate, account for more than 49.9% of the amounts included in determining whether the Required Lenders have consented to any amendment or waived other action.

(i) *Prohibited Lenders*. If any assignment or participation under this Section 10.10 is made (or attempted to be made) (i) to a Prohibited Lender or any Affiliate of a Prohibited Lender, in each case without the Borrower's prior written consent or (ii) to the extent the Borrower's consent is required under the terms of this Section 10.10 and such consent shall have not been obtained or deemed to have been obtained, to any other Person without the Borrower's consent, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, (A) terminate the Commitments of such Lender and repay all obligations of the Borrower owing to such Lender relating to the Loans and

participations held by such Lender or participant as of such termination date (in the case of any participation in any Loan, to be applied to such participation), (B) in the case of any outstanding Term Loans, purchase such Loans by paying the lesser of par or the same amount that such Lender paid to acquire such Loans or (C) require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in this Section 10.10), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); *provided* that (i) such Lender shall have received payment of an amount equal to the lesser of par or the amount such Lender paid for such Loans and participations in L/C Disbursements and Swing Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (ii) the Borrower shall be liable to such Lender under Section 8.1 if any Eurodollar Loan owing to such Lender is repaid or purchased other than on the last day of the Interest Period relating thereto, and (iii) such assignment shall otherwise comply with this Section 10.10 (*provided* that no registration and processing fee referred to in this Section 10.10 shall be owing in connection with any assignment pursuant to this clause). Each Lender hereby grants to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) to execute and deliver, on behalf of such Lender, as assignor, any Assignment and Acceptance necessary to effectuate any assignment of such Lender's interests hereunder to an assignee as contemplated hereby in the circumstances contemplated by this Section 10.10(i). Nothing in this Section 10.10(i) shall be deemed to prejudice any rights or remedies the Borrower may otherwise have at law or equity. Each Lender acknowledges and agrees that the Borrower would suffer irreparable harm if such Lender breaches any of its obligations under Section 10.10(a), 10.10(d) or Section 10.10(f) insofar as such Sections relate to any assignment, participation or pledge to a Prohibited Lender or an Affiliate of a Prohibited Lender without the Borrower's prior written consent. Additionally, each Lender agrees that the Borrower may seek to obtain specific performance or other equitable or injunctive relief to enforce this Section 10.10(i) against such Lender with respect to such breach without posting a bond or presenting evidence of irreparable harm. The Borrower will, and the Administrative Agent may, make the list of Prohibited Lenders available to any Lender or any prospective lender upon its request.

(j) If the Borrower wishes to replace the Loans or Commitments under any Facility with ones having different terms, it shall have the option, with the consent of the Administrative Agent and subject to at least three (3) Business Days' advance notice to the Lenders under such Facility, instead of prepaying the Loans or reducing or terminating the Commitments to be replaced, to (i) require the Lenders under such Facility to assign such Loans or Commitments to the Administrative Agent or its designees and (ii) amend the terms thereof in accordance with Section 10.11 (with such replacement, if applicable, deemed to have been made pursuant to Section 10.11(d)). Pursuant to any such assignment, all Loans and Commitments to be replaced shall be purchased at par (allocated among the Lenders under such Facility in the same manner as would be required if such Loans were being optionally prepaid or such Commitments were being optionally reduced or terminated by the Borrower), accompanied by payment by the Borrower of any accrued interest and fees thereon and any amounts owing pursuant to Section 10.13(b) to the extent demanded in writing prior to the date of such assignment. By receiving such purchase price, the Lenders under such Facility shall automatically be deemed to have assigned the Loans or Commitments under such Facility pursuant to the terms of the form of Assignment and Assumption attached hereto as Exhibit G and accordingly no other action by such Lenders shall be required in connection therewith. The provisions of this clause (j) are intended to facilitate the maintenance of the perfection and priority of existing security interests in the Collateral during any such replacement.

Section 10.11 *Amendments*. Except as provided in Section 2.14 with respect to any Incremental Facility, Section 2.15 with respect to any Extension and Section 10.11(d) with respect to any Replacement Term Loans or Replacement Revolving Facility, (a) no provision of this Agreement or the other Loan Documents may be amended, modified, supplemented or waived unless such amendment, modification, supplement or waiver is in writing and is signed by (i) the Borrower, (ii) the Required Lenders, (iii) if the rights or duties of the Administrative Agent are adversely affected thereby, the Administrative Agent, and (iv) if the rights or duties of the L/C Issuer are affected thereby, the L/C Issuer; *provided* that:

(A) no amendment, modification, supplement or waiver pursuant to this Section 10.11 shall (i) increase any Revolving Credit Commitment or extend the expiry date of any such Revolving Credit Commitment of any Lender without the consent of such Lender (it being understood that any such amendment, modification, supplement or waiver that provides for the payment of interest in kind in addition to, and not as substitution for or as conversion of, the interest otherwise payable hereunder shall only require the consent of the Required Lenders and that a waiver of any condition precedent or the waiver of any Default or Event of Default or mandatory prepayment shall not constitute an extension or increase of any Revolving Credit Commitment), (ii) reduce the amount of, postpone the date for any scheduled payment of any principal of or interest or fee on, or extend the final maturity of any Loan or of any Reimbursement Obligation or of any fee payable hereunder (other than with respect to a waiver of default interest and it being understood that any change in the definitions of any ratio used in the calculation of such rate of interest or fees (or the component definitions) shall not constitute a reduction in any rate of interest or fees) without the consent of each Lender (but not the Required Lenders) to which such payment is owing or which has committed to make such Loan or Letter of Credit (or participate therein) hereunder or (iii) change the application of payments set forth in Section 2.9 hereof without the consent of any Lender adversely affected thereby;

(B) no amendment, modification, supplement or waiver pursuant to this Section 10.11 shall, unless signed by each Lender, change the definition of Required Lenders in a manner that reduces the voting percentages set forth therein, change the provisions of this Section 10.11, release all or substantially all of the Collateral (except as expressly provided in the Loan Documents) or all or substantially all of the value of the guarantees provided by the Guarantors (except as expressly provided in the Loan Documents), affect the number of Lenders required to take any action hereunder or under any other Loan Document, or change or waive any provision of any Loan Document that provides for the *pro rata* nature of disbursements or payments to Lenders or sharing of Collateral among the Lenders (except in connection with any transaction permitted by the last paragraph of this Section 10.11(a) or Section 10.10(h)); and

(C) no amendment, modification, supplement or waiver pursuant to this Section 10.11 shall amend or otherwise modify Section 2.8 or any other provisions of any Loan Document in a manner that by its terms adversely affects the rights in respect of payments due to Lenders holding Loans of any Class differently than those holding Loans of any other Class, without the consent of Lenders representing a majority in interest of each affected Class (it being understood that the Required Lenders may waive, in whole or in part, any prepayment of Loans hereunder so long as the application, as between Classes, of any portion of such prepayment that is still required to be made is not altered).

Notwithstanding anything to the contrary herein, (a) except as set forth in clauses (A)(i) and A(ii) above, no Defaulting Lender shall have any right to approve or disapprove any amendment, modification, supplement, waiver or consent hereunder or otherwise give any direction to the Administrative Agent; (b) the Borrower and the Administrative Agent may, without the input or consent of any other Lender, effect amendments to this Agreement and the other Loan Documents as may be necessary in the reasonable opinion of the Borrower and the Administrative Agent to effect the provisions of

Sections 2.8(d), 2.14, 2.15, 10.10(i) or (j) or 10.11(d); (c) guarantees, collateral security documents and related documents and related documents executed by Holdco or any of its Subsidiaries in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be amended, supplemented or waived without the consent of any Lender if such amendment, supplement or waiver is delivered in order to (i) comply with local law or advice of local counsel, (ii) cure ambiguities, omissions, mistakes or defects or (iii) cause such guarantee, collateral security document or other document to be consistent with this Agreement and the other Loan Documents; (d) the Administrative Agent may, with the consent of Borrower only, amend, modify or supplement this Agreement or any other Loan Document (i) to cure any ambiguity, omission, defect or inconsistency, or (ii) to effect technical changes reasonably deemed necessary in connection with any Designated Change of Control, in each case so long as such amendment, modification or supplement does not adversely affect the rights of any Lender or the Lenders shall have received, at least five (5) Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five (5) Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment and (e) any agreement of the Required Lenders to forbear (and/or direction to the Administrative Agent to forbear) from exercising any of their rights and remedies upon a Default or Event of Default shall be effective without the consent of the Administrative Agent or any other Lender.

Notwithstanding the foregoing, only the consent of the Required RC/TLA Lenders shall be required in respect of amendments, modifications or waivers of the financial covenants set forth in Section 6.22 (or any component definition thereof to the extent applicable thereto) and any such amendment, modification or waiver may be made without the consent of any other Lender (including, for the avoidance of doubt, the Required Lenders).

In addition, notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders (as determined hereunder prior to any such amendment or amendment and restatement), the Administrative Agent and the Borrower (i) to add one (1) or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Loans and the accrued interest and fees in respect thereof and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders, the Required Term Lenders, the Required Revolving Lenders and other definitions related to such new credit facilities; *provided* that no Lender shall be obligated to commit to or hold any part of such credit facilities.

(b) [Intentionally Omitted].

(c) Each waiver, amendment, modification, supplement or consent made or given pursuant to this Section 10.11 shall be effective only in the specific instance and for the specific purpose for which given, and such waiver, amendment, modification or supplement shall apply equally to each of the Lenders and shall be binding on the Loan Parties, the Lenders, the Administrative Agent and all future holders of the Loans and Revolving Credit Commitments.

(d) Notwithstanding the foregoing, this Agreement may be amended

(i) with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Term Loans (as defined below) to permit the refinancing, replacement or modification of all or any portion of the outstanding Term Loans or Incremental Term Loans (such Loans, the "*Replaced Term Loans*") with one or more replacement

term loans hereunder ("*Replacement Term Loans*"); *provided* that (A) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Replaced Term Loans (*plus* (x) the amount permitted under any basket hereunder and *plus* (y) the amount of accrued interest and premium thereon, any committed or undrawn amounts and underwriting discounts, fees, commissions and expenses, associated therewith), (B) the terms of Replacement Term Loans are not (excluding pricing, fees, rate floors, premiums, optional prepayment or redemption terms and maturity date), taken as a whole, materially more favorable to the lenders providing such Replacement Term Loans than those applicable to the Replaced Term Loans (other than any covenants or other provisions applicable only to periods after the Final Maturity Date (in each case, as of the date of incurrence of such Replacement Term Loans)), (C) such Replacement Term Loans have a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, such Replaced Term Loans at the time of such refinancing and (D) any Lender or, with the consent of the Borrower and, to the extent such consent would be required under Section 10.10 with respect to an assignment of Loans or Commitments in respect of the applicable Facility to such Person, the consent of the Administrative Agent (which consent shall not be unreasonably withheld), any Person that would be an Eligible Assignee (other than to any Prohibited Lender or any natural person) may provide such Replacement Term Loans and

(ii) with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Revolving Facility (as defined below) to permit the refinancing, replacement or modification of all or any portion of the Revolving Facility or any Incremental Revolving Facility (a "*Replaced Revolving Facility*") with a replacement revolving facility hereunder (a "*Replacement Revolving Facility*"); *provided* that (A) the aggregate amount of such Replacement Revolving Facility shall not exceed the aggregate amount of such Replaced Revolving Facility (*plus* (x) the amount permitted under any basket hereunder and *plus* (y) the amount of accrued interest and premium thereon, any committed or undrawn amounts and underwriting discounts, fees, commissions and expenses, associated therewith), (B) the terms of any such Replacement Revolving Facility are (excluding pricing, fees, rate floors, premiums, optional prepayment or redemption terms and maturity date) not, taken as a whole, materially more favorable to the lenders providing such Replacement Revolving Facility than those applicable to the Replaced Revolving Facility (other than any covenants or other provisions applicable only to periods after the Final Revolving Termination Date (in each case, as of the date of incurrence of such Replacement Revolving Facility)), (C) the Loan under such Replacement Revolving Facility have a final maturity date equal to or later than the final maturity date of such loans under the Replaced Revolving Facility at the time of such refinancing and (D) any Lender or, with the consent of the Borrower and, to the extent such consent would be required under Section 10.10 with respect to an assignment of Loans or Commitments in respect of the Revolving Facility to such Person, the consent of the Administrative Agent, the L/C Issuer and the Swing Line Lender (which consent shall not be unreasonably withheld), any additional bank, financial institution or other entity may provide such Replacement Revolving Facility;

provided further that, in respect of each of clauses (i) and (ii) above, (A) any Non-Debt Fund Affiliate shall (x) be permitted (without Administrative Agent consent) to provide such Replacement Term Loans, it being understood that in connection with such Replacement Term Loans, any such Non-Debt Fund Affiliate, as applicable, shall be subject to the restrictions applicable to such Persons under Section 10.10 as if such Replacement Term Loans were Term Loans and (y) except for Fifth Third Bank, not provide any Replacement Revolving Facility and (B) any Debt Fund Affiliate shall be permitted to provide any Replacement Term Loans or Replacement Revolving Facility (subject, in the case of any Replacement Revolving Facility to consent of the Administrative Agent, the Swing Line Lender and the Issuing Lender (which consent shall not be unreasonably withheld)), it being understood that in connection therewith,

such Debt Fund Affiliate shall be subject to the restrictions applicable to Debt Fund Affiliates under Section 10.10 as if such Replacement Term Loans were Term Loans and the commitments and loans in respect of such Replacement Revolving Facility were Revolving Facility Commitments and Revolving Facility Loans, respectively.

Section 10.12 *Heading*. Section headings and the Table of Contents used in this Agreement are for reference only and shall not affect the construction of this Agreement.

Section 10.13 *Costs and Expenses; Indemnification*. (a) The Borrower agrees to pay all reasonable and documented out-of-pocket costs and expenses (on the Second Restatement Effective Date or within thirty (30) days of a written demand therefor, together with reasonable backup documentation supporting such reimbursement request) of (i) the Administrative Agent and Arrangers in connection with the syndication of the Facilities and the preparation, execution, delivery and administration of the Loan Documents, (ii) the Administrative Agent in connection with any amendment, modification, supplement, waiver or consent related to the Loan Documents, together with any fees and charges suffered or incurred by the Administrative Agent in connection with collateral filing fees and lien searches and (iii) the Administrative Agent and the Lenders (within thirty (30) days of a written demand therefor together with reasonable backup documentation supporting such reimbursement request) in connection with the enforcement of the Loan Documents.

(b) The Borrower further agrees to indemnify the Administrative Agent in its capacity as such, each Arranger and each Lender, their respective Affiliates and controlling Persons and the respective directors, officers, employees, partners, advisors, agents and other representatives of the foregoing against all Damages (including, without limitation, reasonable attorney's fees and other expenses of litigation or preparation therefor, whether or not the indemnified person is a party thereto, or any settlement arrangement arising from or relating to any such litigation) which any of them may pay or incur arising out of or relating to any Loan Document, any of the transactions contemplated thereby, the Facilities, the syndication of the Facilities, the direct or indirect application or proposed application of the proceeds of any Loan or Letter of Credit or the Transactions, other than those which (i) arise from the gross negligence, willful misconduct or bad faith of, or material breach of the Loan Documents by, the party claiming indemnification (or any of its respective directors, officers, employees, advisors, agents and Affiliates), in each case, to the extent determined by a court of competent jurisdiction in a final and non-appealable judgment or (ii) arise out of any dispute solely among indemnified persons (other than in connection with any agent or arranger acting in its capacity as the Administrative Agent or an Arranger or any other agent, co-agent, arranger or similar role, in each case in their respective capacities as such, or in connection with any syndication activities) that did not arise out of any act or omission of the Borrower or any of its Affiliates. Notwithstanding the foregoing, each indemnified person shall be obligated to refund and return any and all amounts paid by the Borrower to such indemnified person for fees, expenses or damages to the extent such indemnified person is not entitled to payment of such amounts in accordance with the terms hereof. No indemnified person and no Loan Party shall have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Original Closing Date); *provided* that nothing in this sentence shall limit any Loan Party's indemnity and reimbursement obligations to the extent that such special, punitive, indirect or consequential damages are included in any claim by a third party unaffiliated with any of the indemnified persons with respect to which the applicable indemnified person is entitled to indemnification as set forth in the immediately preceding sentence. No indemnified person nor any other party hereto shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby, except to the extent any such damages arise from the gross negligence, bad faith or willful misconduct of, or material breach of the Loan Documents by, such indemnified person (or any of its respective directors, officers, employees, advisors, agents and Affiliates) or such other party hereto, as applicable, in each case to the extent determined by a court of competent jurisdiction in a final and non-appealable judgment.

(c) Notwithstanding any of the foregoing clauses (a) or (b) to the contrary, in no event shall the Borrower be obligated to pay for the legal expenses or fees of more than one (1) firm of outside counsel (and shall not be obligated to pay for any in-house counsel) and, if reasonably necessary, one (1) local counsel and one (1) regulatory counsel in any relevant material jurisdiction, to the Administrative Agent, or the Administrative Agent, the Arrangers and the Lenders, taken as a whole, as the case may be, except, solely in the case of a conflict of interest under clauses (a)(iii) or (b) above, one (1) additional counsel to the affected persons similarly situated, taken as a whole. The obligations of the Borrower under this Section shall survive the termination of this Agreement.

Section 10.14 *Set-off*. In addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, but subject to Sections 3.2 and Section 10.2, upon the occurrence and during the continuation of any Event of Default, each Lender and each subsequent holder of any Obligation is hereby authorized by the Borrower at any time or from time to time, without prior notice to the Borrower or to any other Person, any such notice being hereby expressly waived, to set-off and to appropriate and to apply any and all deposits (general or special, including, but not limited to, indebtedness evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts, and in whatever currency denominated) and any other indebtedness at any time held or owing by that Lender or that subsequent holder to or for the credit or the account of the Borrower, whether or not matured, against and on account of any amount due and payable by the Borrower hereunder. Each Lender or any such subsequent holder of any Obligations agrees to promptly notify the Borrower and the Administrative Agent after any such set-off and application made by such Lender; *provided* that the failure to give such notice shall not affect the validity of such set-off and application.

Section 10.15 *Entire Agreement*. The Loan Documents constitute the entire understanding of the parties thereto with respect to the subject matter thereof and any prior agreements, whether written or oral, with respect thereto are superseded hereby.

Section 10.16 *Governing Law*. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed by and interpreted in accordance with, the law of the State of New York.

Section 10.17 *Severability of Provisions*. Any provision of any Loan Document which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Agreement and the other Loan Documents may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Agreement and other Loan Documents are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement or the other Loan Documents invalid or unenforceable.

Section 10.18 *Excess Interest*. Notwithstanding any provision to the contrary contained herein or in any other Loan Document, no such provision shall require the payment or permit the collection of any amount of interest in excess of the maximum amount of interest permitted by Applicable Law to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the Loans or other obligations outstanding under this Agreement or any other Loan Document ("*Excess Interest*"). If any Excess Interest is provided for, or is adjudicated to be provided for, herein or in any other Loan Document, then in such event (a) the provisions of this Section shall govern and control, (b) neither the

Borrower nor any guarantor or endorser shall be obligated to pay any Excess Interest, (c) any Excess Interest that the Administrative Agent or any Lender may have received hereunder shall, at the option of the Administrative Agent, be (i) applied as a credit against the then outstanding principal amount of Obligations hereunder and accrued and unpaid interest thereon (not to exceed the maximum amount permitted by Applicable Law), (ii) refunded to the Borrower, or (iii) any combination of the foregoing, (d) the interest rate payable hereunder or under any other Loan Document shall be automatically subject to reduction to the maximum lawful contract rate allowed under applicable usury laws (the "*Maximum Rate*"), and this Agreement and the other Loan Documents shall be deemed to have been, and shall be, reformed and modified to reflect such reduction in the relevant interest rate, and (e) neither the Borrower nor any guarantor or endorser shall have any action against the Administrative Agent or any Lender for any Damages whatsoever arising out of the payment or collection of any Excess Interest. Notwithstanding the foregoing, if for any period of time interest on any of Borrower's Obligations is calculated at the Maximum Rate rather than the applicable rate under this Agreement, and thereafter such applicable rate becomes less than the Maximum Rate, the rate of interest payable on the Borrower's Obligations shall remain at the Maximum Rate until the Lenders have received the amount of interest which such Lenders would have received during such period on the Borrower's Obligations had the rate of interest not been limited to the Maximum Rate during such period.

Section 10.19 *Construction*. The parties acknowledge and agree that the Loan Documents shall not be construed more favorably in favor of any party hereto based upon which party drafted the same, it being acknowledged that all parties hereto contributed substantially to the negotiation of the Loan Documents. The provisions of this Agreement relating to Subsidiaries shall apply only during such times as the Borrower has one (1) or more Subsidiaries. In the event of any conflict or inconsistency between or among this Agreement and the other Loan Documents, the terms and conditions of this Agreement shall govern and control.

Section 10.20 *Lender's Obligations Several*. The obligations of the Lenders hereunder are several and not joint. Nothing contained in this Agreement and no action taken by the Lenders pursuant hereto shall be deemed to constitute the Lenders a partnership, association, joint venture or other entity.

Section 10.21 *USA Patriot Act*. Each Lender and each Agent hereby notifies the Borrower and each Guarantor that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Borrower and each Guarantor, which information includes the name and address of the Borrower and each Guarantor and other information that will allow such Lender and/or Agent to identify the Borrower and each Guarantor in accordance with the Patriot Act.

Section 10.22 *Submission to Jurisdiction; Waiver of Jury Trial*. Each of the parties hereto hereby submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State court sitting in New York City in the borough of Manhattan for purposes of all legal proceedings arising out of or relating to this Agreement, the other Loan Documents or the transactions contemplated hereby or thereby. Each of the parties hereto irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Each of the parties hereto agrees that a final judgment in any such proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in any Loan Document shall affect any right that (a) any party hereto may otherwise have to bring any proceeding relating to any Loan Document against any other party hereto or their respective properties in the courts of any jurisdiction (i) for purposes of enforcing a judgment or (ii) in connection with any pending bankruptcy, insolvency or similar proceeding in such jurisdiction or (b) the Administrative Agent, the Collateral Agent, the L/C Issuer or any Lender may otherwise have to bring any proceeding relating to any Loan Document against the

Borrower or any other Loan Party or their respective properties in the courts of any jurisdiction in connection with exercising remedies against any Collateral in a jurisdiction in which such Collateral is located. **THE BORROWER, THE ADMINISTRATIVE AGENT, THE L/C ISSUER AND THE LENDERS HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.**

Section 10.23 *Treatment of Certain Information; Confidentiality*. Each of the Administrative Agent, the Lenders and the L/C Issuer agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and other representatives on a "need to know basis" (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential) solely in connection with the transactions contemplated or permitted hereby; *provided* that the Administrative Agent, the Lenders or the L/C Issuer, as the case may be, shall be responsible for its Affiliates' compliance with this clause, (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners or any similar organization) or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender (*provided* that, prior to any such disclosure, such rating agency shall undertake in writing to preserve the confidentiality of any confidential Information relating to the Loan Parties), (c) to the extent required by Applicable Laws or regulations or by any subpoena or similar legal process; *provided* that, unless specifically prohibited by Applicable Law or court order, each Lender and the Administrative Agent shall promptly notify the Borrower in advance of any such disclosure, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 10.23, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any Hedge Agreement relating to the Borrower and its obligations, (g) with the consent of the Borrower, (h) in customary disclosure about the terms of the financing contemplated hereby in the ordinary course of business to market data collectors and similar service providers to the loan industry for league table purposes or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 10.23 or (y) becomes available to the Administrative Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower (except to the extent that such Information was available to the Administrative Agent, any Lender or any of their Affiliates as a result of Administrative Agent's, any Lender's or their Affiliates' ownership interests in the Business or the Borrower). For purposes of this Section 10.23, "Information" means all information received by the Administrative Agent, any Lender or the L/C Issuer, as the case may be, from the Borrower or any of its Subsidiaries relating to the Borrower or any of its Subsidiaries or any of their respective businesses (including any target company and its Subsidiaries in connection with contemplated or consummated Acquisition or other investment), other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower or any of its Subsidiaries. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. Notwithstanding the foregoing, the Administrative Agent and the Lenders agree not to disclose any Information to a (i) Prohibited Lender or (ii) any of their respective Affiliates or any of their and their Affiliates' officers, directors or employees that (x) are engaged as principles

primarily in private equity or venture capital on a proprietary basis (other than, in each case, such
Affiliates engaged by the Borrower with respect to the Transactions or any debt fund affiliates or any advisors thereto) or (y) to the knowledge of the Administrative Agent, the Lenders or the L/C Issuer, as the case may be, are engaged in businesses competing with the Borrower (including any Affiliate which has been previously identified in writing to the Arrangers as such); *provided* that nothing contained in this Section 10.23 shall prohibit the disclosure of such Information to any officers, directors or employees of any Affiliate of the Administrative Agent, the Lenders or the L/C Issuer, as the case may be, who reasonably need to know such Information for purposes of evaluating, negotiating, enforcing or consummating any of the transactions contemplated hereby, so long as, such Information is used solely for such purposes.

Section 10.24 *No Fiduciary Relationship*. You acknowledge and agree that the transactions contemplated by this Agreement and the other Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's length commercial transactions between the Agents and the Lenders, on the one hand, and the Loan Parties, on the other, and in connection therewith and with the process leading thereto, (i) the Agents and the Lenders have not assumed an advisory or fiduciary responsibility in favor of the Loan Parties, the Loan Parties' equity holders or the Loan Parties' Affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether such Agent and/or Lender has advised, is currently advising or will advise the Loan Parties, the Loan Parties' equity holders or the Loan Parties' Affiliates on other matters) or any other obligation to the Loan Parties except the obligations expressly set forth in this Agreement and the other Loan Documents and (ii) such Agent and/or Lender is acting solely as a principal and not as a fiduciary of the Loan Parties, the Loan Parties' management, equity holders, Affiliates, creditors or any other Person or their respective Affiliates. Each Agent, each Lender and their Affiliates may have economic interests that conflict with the economic interests of the Borrower or any of its Subsidiaries, their stockholders and/or their Affiliates.

Section 10.25 *Effect of Second Restatement Agreement*. All obligations of the Borrower under the First Amended and Restated Credit Agreement shall become obligations of the Borrower hereunder, and the provisions of the First Amended and Restated Credit Agreement shall be superseded by the provisions hereof. Each of the parties hereto confirms that the amendment and restatement of the First Amended and Restated Credit Agreement pursuant to the Second Restatement Agreement shall not constitute a novation of the First Amended and Restated Credit Agreement.

Section 10.26 *Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:*

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that

may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

Exhibit 10.2

EXECUTION VERSION

MORGAN STANLEY SENIOR FUNDING, INC. 1585 Broadway New York, NY 10036	CREDIT SUISSE SECURITIES (USA) LLC Eleven Madison Avenue New York, NY 10010	MUFG 1221 Avenue of the Americas New York, NY 10020

August 9, 2017

Project Chess
Bridge Commitment Letter

vantiv, LLC
8500 Governors Hill Drive
Symmes Township, Ohio 45249
Attention: Stephanie Ferris

Ladies and Gentlemen:

You have advised each of Morgan Stanley Senior Funding, Inc. and/or an affiliate thereof ("Morgan Stanley"), Credit Suisse AG (acting through such of its affiliates or branches as it deems appropriate, "CS"), and Credit Suisse Securities (USA) LLC ("CS Securities" and, together with CS and their respective affiliates, "Credit Suisse") and The Bank of Tokyo-Mitsubishi UFJ, Ltd., a member of MUFG, a global financial group ("MUFG" and, together with Morgan Stanley and Credit Suisse, the "Commitment Parties", "us" or "we") that you intend to acquire, directly or indirectly, all of the outstanding equity interests of the entity previously identified to us as "Knight" (the "Target") and to consummate the other transactions described on Exhibit A hereto.

1. Commitments.

In connection with the Transactions contemplated hereby, each of Morgan Stanley, CS and MUFG (each an "Initial Lender" and, together with any other Initial Lender appointed as described in Section 2 below, collectively, the "Initial Lenders") hereby commits, on a several, but not joint, basis to provide the percentage of the entire principal amount of the Bridge Facility set forth opposite such Initial Lender's name on Schedule 1 hereto (as such schedule may be amended or supplemented in accordance with the terms of Section 2 of this Bridge Commitment Letter) (i) upon the terms set forth or referred to in this letter, the Transaction Summary attached as Exhibit A hereto and the Summary of Terms and Conditions attached as Exhibit B hereto, as applicable and (ii) the initial funding of which is subject only to the conditions set forth on Exhibit C hereto (such Exhibits A through C, including the annexes thereto, the "Term Sheets" and, together with this letter, collectively, this "Bridge Commitment Letter"); it being understood and agreed that there are no other conditions (implied or otherwise) to the commitments hereunder, including compliance with any other terms of this Bridge Commitment Letter or the Bridge Loan Documentation.

2. Titles and Roles.

You hereby appoint Morgan Stanley, Credit Suisse and MUFG to act as joint lead arrangers and joint bookrunners for each of the Bridge Facility (in such capacity, the "Lead Arrangers"), on the terms and subject to the conditions set forth or referred to in this Bridge Commitment Letter. It is agreed that Morgan Stanley will act as sole administrative agent for the Bridge Facility. Each of Morgan Stanley, Credit Suisse and MUFG, in such capacities, will perform the duties and exercise the authority customarily performed and exercised by it in such roles. It is agreed that Morgan Stanley will have "left" placement and Credit Suisse and MUFG will have "immediate right" placement on any and all marketing materials or other documentation used in connection with the Bridge Facility and Morgan Stanley will have the role and responsibilities conventionally associated with such "left" placement.

You agree that no other agents, co-agents, lead arrangers, bookrunners, managers or arrangers will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated in this Bridge Commitment Letter and in the Bridge Facility Fee Letter dated the date hereof and delivered in connection herewith (the "Fee Letter")) will be paid to obtain the commitments of the Lenders under the Bridge Facility unless you and we shall so agree; provided, that we may appoint any entity listed on Schedule 2 hereto (or their respective affiliates) as an additional agent, co-agent, lead arranger, bookrunner, manager or arranger and may award any other title to any such entity (each, an "Additional Agent") in a manner and with economics determined by the Commitment Parties in consultation with you, and the Borrower hereby consents to each such appointment or award; provided, further, that (A) each such Additional Agent (or its affiliate) shall assume a proportion of the commitments with respect to the Bridge Facility that is equal to the proportion of the economics allocated to such Additional Agent (or its affiliates) and Schedule 1 hereto shall be automatically amended accordingly and (B) to the extent we appoint (or confer titles on) any Additional Agent in respect of the Bridge Facility, the economics allocated to, and the commitment amounts of, the Lead Arrangers and their affiliated Commitment Parties in respect of such Bridge Facility will be proportionately reduced by the amount of the economics allocated to, and the commitment amount of, such Additional Agent (or its affiliate), in each case upon the execution and delivery by such Additional Agent of customary joinder documentation reasonably acceptable to you and us and, thereafter, such Additional Agent shall constitute a "Commitment Party," an "Initial Lender" and an "Arranger" (notwithstanding any different title awarded, as applicable, under this Commitment Letter and under the Fee Letter).

3. Syndication.

We intend to syndicate the Bridge Facility to a group of lenders identified by the Lead Arrangers in consultation with you and reasonably acceptable to you, such consent not to be unreasonably withheld or delayed (such lenders, together with the Initial Lenders, the "Lenders"); it being understood that we will not syndicate to those persons that are (i) competitors of the Borrower and its subsidiaries or the Target identified by you in writing to the Lead Arrangers prior to the date of their execution of this Bridge Commitment Letter and (ii) otherwise identified by you in writing to the Lead Arrangers prior to the date of their execution of this Bridge Commitment Letter (the persons described in clauses (i) and (ii) and any person that is a readily identifiable affiliate thereof (including funds managed or advised by such person, but excluding, in the case of clause (i), any affiliate of such person that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course (other than in distressed situations) and with respect to which such person does not, directly or indirectly, possess the power to direct or cause the direction of the investment policies of such entity), collectively, the "Disqualified Institutions"); provided, that the Borrower, upon reasonable notice to the Lead Arrangers (or, after the Closing Date, to the Agent) after the date hereof, shall be permitted to supplement in writing the list of persons that are Disqualified Institutions to the extent such supplemented person becomes a competitor or is or becomes an affiliate of a competitor of you or your subsidiaries, which

supplement shall be in the form of a list provided to the Lead Arranger or Agent, as applicable, but which supplementation shall not apply retroactively to disqualify any parties that have previously acquired an assignment or participation interest in the Bridge Facility. Notwithstanding any other provision of this Bridge Commitment Letter to the contrary and notwithstanding any syndication, assignment or other transfer by any Initial Lender (other than in connection with any assignment to an Additional Agent, and upon designation of such Additional Agent as an Initial Lender pursuant to the immediately preceding paragraph, in respect of the amount allocated to such Additional Agent), (a) no Initial Lender shall be relieved, released or novated from its obligations hereunder (including its obligation to fund its applicable percentage of the Bridge Facility on the Closing Date) in connection with any syndication, assignment or other transfer until after the initial funding of the Bridge Facility on the Closing Date, (b) no such syndication, assignment or other transfer shall become effective (as between us and you) with respect to any portion of the Initial Lenders' commitments in respect of the Bridge Facility until the initial funding of the Bridge Facility on the Closing Date and (c) unless the Borrower agrees in writing, each Initial Lender shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Bridge Facility, including all rights with respect to consents, waivers, modifications, supplements and amendments, until the Closing Date has occurred.

The Lead Arrangers intend to commence syndication efforts promptly and from the date of your acceptance of this Bridge Commitment Letter until the earlier to occur of (x) a Successful Syndication (as defined in the Fee Letter) and (y) the date that is 60 days after the Closing Date (such period, the "Syndication Period"), you agree to assist the Lead Arrangers in completing a syndication that is reasonably satisfactory to the Lead Arrangers and you. Such assistance shall include (a) using your commercially reasonable efforts to ensure that the syndication efforts benefit from your existing banking relationships, (b) facilitating direct contact between appropriate members of senior management of the Borrower, on the one hand, and the proposed Lenders, on the other hand (and using your commercially reasonable efforts to ensure such contact between non-legal advisors of the Borrower, on the one hand, and the proposed Lenders, on the other hand), in all cases at times and locations to be mutually agreed upon, (c) your providing projections of the Borrower and its Subsidiaries for the fiscal years 2018 through 2022 (on an annual basis) and for the four fiscal quarters beginning with the first fiscal quarter of 2018, (d) your assistance in the preparation of a customary confidential information memorandum (the "CIM") and other customary marketing materials to be used in connection with the syndication of the Bridge Facility, (e) the hosting, with the Lead Arrangers and appropriate members of senior management of the Borrower, of meetings (or, if you and we shall agree, conference calls in lieu of any such meeting) of prospective Lenders (limited to one "bank meeting", unless otherwise deemed reasonably necessary by the Lead Arrangers) at times and locations to be mutually agreed, (f) during the Syndication Period (and, if later, until the Closing Date), your ensuring that there is no competing issuance of debt for borrowed money by or on behalf of the Borrower or its subsidiaries announced, offered, placed or arranged (other than the Bridge Facility (and any loans made thereunder) and the transactions contemplated by that certain Commitment Letter dated as of the date hereof by and among the parties hereto related to the backstop credit facilities and incremental term term B commitments), in each case that could reasonably be expected to materially impair the primary syndication of the Bridge Facility, without the consent of the Lead Arranger (it being understood and agreed that Permitted Surviving Debt will not materially impair the primary syndication of the Bridge Facility) and (g) your using commercially reasonable efforts to obtain, prior to the commencement of syndication, public corporate credit or corporate family ratings, as applicable, for the Borrower and public ratings for the Bridge Facility and Notes from each of Moody's Investors Service, Inc. ("Moody's") and S&P Global Ratings ("S&P"). Notwithstanding anything to the contrary contained in this Bridge Commitment Letter or the Fee Letter, neither the commencement nor the completion of the syndication of the Bridge Facility, nor the obtaining of the ratings shall constitute a condition precedent to the availability and initial funding of the Bridge Facility on the Closing Date. You will not be required to provide any information to the extent that the provision thereof would violate any attorney-client privilege, law, rule or regulation, or any obligation of confidentiality binding on you or your affiliates; provided that, in the event

that you do not provide information in reliance on this sentence, you shall provide notice to the Lead Arrangers that such information is being withheld and you shall use your commercially reasonable efforts to communicate the applicable information in a way that would not violate the applicable obligation or risk waiver of such privilege; provided, further, that none of the foregoing shall be construed to limit any of the Borrower's representations and warranties or any of the conditions, in any such case, set forth in this Bridge Commitment Letter or the Bridge Loan Documentation.

The Lead Arrangers, in their capacity as such, will manage, in consultation with you (and subject to (a) your consent rights set forth in the first paragraph of this Section 3, and (b) any direction, order, guidance or advice received from the UK Takeover Panel) all aspects of the syndication, including decisions as to the selection of prospective Lenders to be approached (which may not be Disqualified Institutions) and when they will be approached, when the Lenders' commitments will be accepted, which Lenders will participate, the allocation of the commitments among the Lenders and the amount and distribution of fees among the Lenders.

You acknowledge that the Lead Arrangers will make available customary marketing materials and presentations for a public-to-private transaction of this nature, including the CIM and the Projections (as defined below), and a customary lenders' package and presentation for a public-to-private transaction of this nature (collectively, the "Information Materials") to existing Lenders (as defined in the Second Amended and Restated Loan Agreement dated as of October 14, 2016 (the "Existing Credit Agreement"), by and among vantiv, LLC, a Delaware limited liability company (the "Borrower" or "you"), the various institutions from time to time party thereto, as lenders, and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent) and the proposed syndicate of Lenders by posting the Information Materials on IntraLinks, SyndTrak or another similar electronic system and (b) certain of the existing Lenders (as defined in the Existing Credit Agreement) and prospective Lenders (each, a "Public Lender" and, collectively, the "Public Lenders") have personnel that do not wish to receive material non-public information within the meaning of the United States federal securities laws with respect to Vantiv, Inc., you, the Target, your or their respective subsidiaries, or the respective securities of any of the foregoing ("MNPI"). At the request of the Lead Arrangers, you agree to assist us in preparing an additional version of the Information Materials consisting exclusively of information and documentation with respect to Vantiv, Inc., the Borrower, the Target, your subsidiaries and the respective securities of any of the foregoing that is made publicly available by the Borrower, the Target or any parent company as a public reporting company or does not otherwise constitute MNPI (the "Public Package"). It is understood that a customary authorization letter from the Borrower will be included in the Information Materials that authorizes the distribution thereof to existing Lenders (as defined in the Existing Credit Agreement) and prospective Lenders, contains a "10b-5" representation with respect to the information set forth therein consistent with the representation set forth in Section 4 below and confirms that the Public Package does not include MNPI or any information that is not made publicly available by the Borrower, the Target or any parent company as a public reporting company, and the Public Package will contain customary language exculpating you and your affiliates, and us and our affiliates with respect to any liability related to the misuse of (or, in the case of us and our affiliates, the use of) the contents of the Information Materials. You acknowledge and agree that, in addition to the Public Package, the following documents may be distributed to all existing Lenders (as defined in the Existing Credit Agreement) and prospective Lenders, including prospective Public Lenders (except to the extent you notify us to the contrary in advance of the intended distribution thereof and provided that you have been given a reasonable opportunity to review such documents and comply with applicable legal requirements): (i) the Term Sheets, (ii) drafts and final definitive documentation with respect to the Bridge Facility, (iii) administrative materials prepared by the Lead Arrangers for prospective Lenders (such as Lender meeting invitations, allocations and funding and closing memoranda) and (iv) notifications of changes in the terms of the Bridge Facility. You also agree, at our request, to identify Information Materials that are suitable for distribution to Public Lenders by clearly and conspicuously marking the same as "PUBLIC". All information that is not specifically identified as "PUBLIC" (including

the Projections) shall be treated as being suitable only for posting to private Lenders. By identifying any Information Materials as suitable for distribution to Public Lenders (including by marking any documents, information or other data "PUBLIC") you shall be deemed to have authorized the Commitment Parties and the potential Lenders to treat such Information Materials as not containing MNPI.

4. Information.

You hereby represent that (but with respect to the Target and its subsidiaries, only to your knowledge), (a) all written information concerning you and your subsidiaries and the Target and its subsidiaries, other than the Projections, other forward-looking information and information of a general economic or industry-specific nature, that has been or will be made available to any of us by you or any of your representatives on your behalf in connection with the transactions contemplated hereby (the "Information"), when taken as a whole, is or will be, when furnished, correct in all material respects and does not or will not, when furnished and when taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time) and (b) all financial projections concerning you and your subsidiaries that have been or are hereafter made available to any of us by you or any of your representatives on your behalf in connection with the transactions contemplated hereby (the "Projections") have been or will be prepared in good faith based upon assumptions believed by you to be reasonable at the time furnished (it being recognized by us that such Projections are not to be viewed as facts and are subject to significant uncertainties and contingencies many of which are beyond your control, that no assurance can be given that any particular financial projections will be realized, that actual results may differ from projected results and that such differences may be material). You agree that if, at any time prior to the later of the expiration of the Syndication Period and the Closing Date, you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if the Information or the Projections were being furnished and such representations were being made at such time, you will (and, with respect to the Target and its subsidiaries, use commercially reasonable efforts to) promptly supplement the Information and the Projections so that the representations in the preceding sentence remain true in all material respects; provided, that any such supplementation shall cure any breach of such representations. You understand that in arranging and syndicating the Bridge Facility we may use and rely on the Information and Projections without independent verification thereof, and we do not assume responsibility for the accuracy and completeness of the Information or the Projections.

5. Fees.

As consideration for the commitments and agreements of the Commitment Parties hereunder, you agree to pay (or cause to be paid) the fees described in the Fee Letter on the terms and subject to the conditions (including as to timing and amount) set forth therein.

6. Conditions.

Notwithstanding anything in this Bridge Commitment Letter, the Fee Letter, the Bridge Loan Documentation or any other letter agreement or other undertaking concerning the financing of the transactions contemplated hereby to the contrary, a Lender will be obliged make available, and participate in the initial funding of, the Bridge Facility on the Closing Date if on the Closing Date:

(a) the conditions set forth on Exhibit C hereto are satisfied, it being understood that such conditions shall be subject in all respects to the provisions of this paragraph;

(b) no Major Default is continuing or would result (in each case subject to any applicable grace periods which shall, for the avoidance of doubt, mirror those set forth in Section 7.1 of the Existing Credit Agreement, taking account of and being modified fully as appropriate to reflect the terms set forth in this Bridge Commitment Letter) from the proposed Certain Funds Credit Extension; and

(c) the Borrower shall have delivered to the Administrative Agent a certificate of a financial officer certifying its compliance with paragraph (b) above as well as paragraph 7 of Exhibit C hereto.

During the Certain Funds Period (save in respect of a Lender in circumstances where, pursuant to paragraph (6) of Exhibit C hereto, that Lender is not obliged to advance a Certain Funds Credit Extension), none of the Lenders (in their capacity as such) shall be entitled to:

(a) cancel any of its Commitments in respect of the Bridge Facility;

(b) rescind, terminate or cancel Bridge Loan Documentation or any of the Bridge Facilities or exercise any similar right or remedy or make or enforce any claim under the Bridge Loan Documentation it may have to the extent to do so would prevent or limit the advance or, as the case may be, issue of a Certain Funds Credit Extension;

(c) refuse to participate in the making of a Certain Funds Credit Extension;

(d) exercise any right of set-off or counterclaim in respect of a Credit Extension to the extent to do so would prevent or limit the making of a Certain Funds Credit Extension;

(e) cancel, accelerate or cause repayment or prepayment of any amounts owing under any of the Bridge Loan Documentation or exercise any enforcement rights under any Collateral Document to the extent to do so would prevent or limit the making of a Certain Funds Credit Extension; or

(f) take any other action or make or enforce any claim (in its capacity as a Lender) to the extent that such action, claim or enforcement would directly or indirectly prevent or limit the making of a Certain Funds Credit Extension,

provided that immediately upon the expiry of the Certain Funds Period all such rights, remedies and entitlements shall be available to the Lenders notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

Capitalized terms used in this paragraph, shall, to the extent not expressly defined in this letter, be defined in the Bridge Loan Documentation so as to mirror the corresponding terms used and defined in the Existing Credit Agreement, taking account of and being modified fully as appropriate to reflect the terms set forth in this Bridge Commitment Letter.

7. Indemnification; Expenses.

You agree (a) to indemnify and hold harmless each of the Commitment Parties, their respective affiliates and controlling persons and their respective directors, officers, employees, partners, agents, advisors and other representatives (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with this Bridge Commitment Letter, the Fee Letter, the Bridge Facility, the use of the proceeds thereof, the Acquisition, the Transactions or any other transactions contemplated hereby or any claim, litigation,

investigation or proceeding relating to any of the foregoing (a "Proceeding"), regardless of whether any indemnified person is a party thereto or whether such Proceeding is brought by you, any of your affiliates or any third party, and to reimburse each indemnified person within 30 days following written demand therefor (together with reasonable backup documentation supporting such reimbursement request) for any reasonable and documented legal or other out-of-pocket expenses incurred in connection with investigating or defending any Proceeding (but limited, in the case of legal fees and expenses, to one counsel to all indemnified persons taken as a whole and, solely in the case of a conflict of interest, one additional counsel to all affected indemnified persons similarly situated, taken as a whole, and, if reasonably necessary, one local counsel and one applicable regulatory counsel in each relevant material jurisdiction to all such persons, taken as a whole (and, solely in the case of a conflict of interest, one additional local or applicable regulatory counsel in such jurisdictions to all affected indemnified persons similarly situated, taken as a whole)); provided, that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they arise from (i) the willful misconduct, bad faith or gross negligence of, or material breach of this Bridge Commitment Letter or the Bridge Loan Documentation by, such indemnified person (or any of its Related Parties (as defined below)), in each case as determined by a final, non-appealable judgment of a court of competent jurisdiction or (ii) any dispute solely among indemnified persons and not arising out of any act or omission of you, any of your or its subsidiaries (other than any Proceeding against any Commitment Party solely in its capacity or in fulfilling its role as an Agent or Arranger or similar role under any credit facility), and (b) to reimburse each Commitment Party associated with the Lead Arrangers (i) on the Closing Date (to the extent an invoice therefor is received by the Invoice Date) or, if invoiced after the Invoice Date, within 30 days following receipt of the relevant invoice, or (ii) if the Closing Date has not occurred, within 30 days of receipt of an invoice, for all reasonable and documented out-of-pocket expenses (including due diligence expenses, applicable syndication expenses and travel expenses, but limited, in the case of legal fees and expenses, to the reasonable fees, charges and disbursements of one counsel to the Commitment Parties, taken as a whole (and, if reasonably necessary, of one local counsel and one applicable regulatory counsel in each relevant material jurisdiction to all such persons, taken as a whole)), incurred in connection with the Bridge Facility and any related documentation (including this Bridge Commitment Letter, the Fee Letter and the Bridge Loan Documentation). The foregoing provisions in this paragraph shall be superseded in each case, to the extent covered thereby, by the applicable provisions contained in the credit documentation or the Bridge Loan Documentation, as applicable, upon execution thereof and thereafter shall have no further force and effect.

No indemnified person or any other party hereto shall be liable for any damages arising from the use by others (other than such party hereto or, in the case of any indemnified person, its Related Parties) of Information or other materials obtained through electronic, telecommunications or other information transmission systems, except to the extent any such damages arise from the gross negligence, bad faith or willful misconduct of, or material breach of this Bridge Commitment Letter, the Fee Letter or the Bridge Loan Documentation by, such indemnified person (or any of its Related Parties) or such other party hereto, as applicable, in each case as determined by a final non-appealable judgment of a court of competent jurisdiction. None of the indemnified persons, you, the Target or any of your or their respective affiliates or the respective directors, officers, employees, agents, advisors or other representatives of any of the foregoing shall be liable for any special, indirect, consequential or punitive damages in connection with this Bridge Commitment Letter, the Fee Letter or the Bridge Facility (including the use or intended use of the proceeds of the Bridge Facility) or the transactions contemplated hereby; provided, that nothing contained in this sentence shall limit your indemnification obligations to the extent set forth hereinabove to the extent such special, indirect, consequential or punitive damages are included in any third party claim in connection with which such indemnified person is entitled to indemnification hereunder.

You shall not be liable for any settlement of any Proceeding effected by any indemnified person without your consent (which consent shall not be unreasonably withheld or delayed), but if any Proceeding is settled with your written consent, or if there is a final judgment against an indemnified person in any such Proceeding, you agree to indemnify and hold harmless such indemnified person in the manner set forth above. You shall not, without the prior written consent of the affected indemnified person (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened Proceeding against such indemnified person in respect of which indemnity could have been sought hereunder by such indemnified person unless such settlement (a) includes an unconditional release of such indemnified person from all liability or claims that are the subject matter of such Proceeding and (b) does not include any statement as to any admission of fault or culpability.

Notwithstanding the foregoing, each indemnified person shall be obligated to refund or return any and all amounts paid by you under this Section 7 to such indemnified person for any losses, claims, damages, liabilities and expenses to the extent such indemnified person is not entitled to payment of such amounts in accordance with the terms hereof. For purposes hereof, "Related Party" and "Related Parties" of an indemnified person mean any (or all, as the context may require) of such indemnified person's controlled affiliates and controlling persons and its or their respective directors, officers, employees, agents, trustees and administrators.

8. Sharing of Information, Absence of Fiduciary Relationship.

Each Commitment Party, together with its respective affiliates (the "Banks"), is a full service financial firm and as such from time to time may (a) effect transactions for its own account or the account of customers, and hold long or short positions in debt or equity securities or loans of companies that may be the subject of the transactions contemplated hereby or (b) provide debt financing, equity capital, investment banking, financial advisory services, securities trading, hedging, financing and brokerage activities and financial planning and benefits counseling to other companies in respect of which you or the Target may have competing interests. You acknowledge that the Banks have no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or other persons. The Banks may have economic interests that conflict with your economic interests and those of the Target. You acknowledge and agree that (a)(i) the arranging and other services described herein regarding the Bridge Facility are arm's-length commercial transactions between you and your affiliates, on the one hand, and the Banks, on the other hand, that do not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of any Bank, (ii) no Bank has provided any legal, accounting, regulatory or tax advice to you with respect to any of the Transactions and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate and (iii) you are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated hereby; and (b) in connection with the transactions contemplated hereby, (i) each Bank has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you or any of your affiliates and (ii) no Bank has any obligation to you or your affiliates except those obligations expressly set forth in this Bridge Commitment Letter and any other agreement with you or any of your affiliates. You agree that you will not assert any claim relating to the transactions contemplated hereby against any Commitment Party based on an alleged breach of agency or fiduciary duty.

9. Confidentiality.

This Bridge Commitment Letter is entered into on the understanding that neither this Bridge Commitment Letter nor the Fee Letter nor any of their terms or substance shall be disclosed by you, directly or indirectly, to any other person except (a) your subsidiaries and your and their respective directors, officers, employees, affiliates, members, partners, stockholders, attorneys, accountants, independent auditors, agents and other advisors, in each case on a confidential basis, (b) in any legal, judicial or administrative proceeding or as otherwise required by applicable law, rule or regulation or as requested by a governmental regulatory or

self-regulatory authority (in which case you agree, (i) to the extent permitted by law, to inform us promptly in advance thereof and (ii) to use commercially reasonable efforts to ensure that any information so disclosed is accorded confidential treatment), (c) to the extent reasonably necessary or advisable in connection with the exercise of any remedy or enforcement of any right under this Bridge Commitment Letter and/or any Fee Letter, (d) this Bridge Commitment Letter, including the existence and contents of this Bridge Commitment Letter (but not the Fee Letter or the contents thereof, other than the existence thereof and the aggregate amount of the fees payable thereunder as part of projections, pro forma information and a generic disclosure of aggregate sources and uses to the extent customary in marketing materials and other related disclosures) may be disclosed (i) in any syndication or other marketing materials in connection with the Bridge Facility and (ii) in connection with any public filing requirement, (e) the Term Sheets, including the existence and contents thereof (and the aggregate amount of fees payable under the Fee Letter as part of projections, pro forma information and a generic disclosure of aggregate sources and uses), may be disclosed to any rating agency in connection with the transactions contemplated hereby, (f) after your acceptance hereof, this Bridge Commitment Letter and the Fee Letter, including the existence and contents hereof and thereof, may be shared (in consultation with the Lead Arrangers) with potential Additional Agents on a confidential basis and (g) the Term Sheets, including the existence and contents thereof (but not the Fee Letter or the contents thereof), may be disclosed (in consultation with the Lead Arrangers) to any Lenders or participants or prospective Lenders or prospective participants and, in each case, their directors (or equivalent managers), officers, employees, affiliates, independent auditors or other experts and advisors on a confidential basis. The foregoing restrictions shall cease to apply in respect of the existence and contents of this Bridge Commitment Letter (but not in respect of the Fee Letter and its contents) on the earlier of the Closing Date and two years following the date on which you have accepted this Bridge Commitment Letter.

Each Commitment Party shall use all information received by it from, or on behalf of, you in connection with the Transactions or any related transactions contemplated hereby (including any such information obtained by it based on a review of any books and records relating to you, the Target or any of your or their respective subsidiaries or affiliates) solely for the purpose of providing the services that are the subject of this Bridge Commitment Letter and shall treat confidentially all such information and the terms and contents of this Bridge Commitment Letter and the Fee Letter and shall not publish, disclose or otherwise divulge such information; provided, however, that nothing herein shall prevent any Commitment Party from disclosing any such information (a) subject to the final proviso of this sentence, to any Lenders or participants or prospective Lenders or participants (in each case, other than a Disqualified Institution), (b) in any legal, judicial or administrative proceeding or otherwise as required by applicable law, rule or regulation (in which case, except with respect to any audit or examination conducted by bank accountants or any governmental authority exercising examination or regulatory authority, such Commitment Party shall (i) to the extent permitted by law, inform you promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment), (c) upon the request or demand of any governmental, regulatory or self-regulatory authority having jurisdiction (or purporting to have jurisdiction) over Commitment Party or any of its affiliates, (d) to directors (or equivalent managers), officers, employees, independent auditors or other experts and advisors (collectively, the "Representatives") of such Commitment Party on a "need to know" basis solely in connection with the transactions contemplated hereby and who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (e) to any of its affiliates and their Representatives on a "need to know" basis solely in connection with the transactions contemplated hereby and who are informed of the confidential nature of such information and are or have been advised of their obligation to keep such information confidential; provided, that such Commitment Party shall be responsible for its affiliates' and their Representatives' compliance with this paragraph, (f) to the extent any such information becomes publicly available other than by reason of disclosure by such Commitment Party, its affiliates or its or their respective Representatives in breach of this Bridge Commitment Letter, (g) to the extent such information is received

by an Commitment Party from a third party that is not, to such Commitment Party's knowledge, subject to confidentiality obligations owing to you or any of your affiliates, (h) to the extent applicable, for purposes of establishing a "due diligence" defense, (i) subject to the final proviso of this sentence, to any direct or indirect contractual counterparty to any credit default swap or similar derivative product (other than a Disqualified Institution) and (j) subject to your prior approval of the information to be disclosed (such approval not to be unreasonably withheld), to Moody's or S&P in connection with obtaining a rating required pursuant to this Bridge Commitment Letter and/or the Bridge Loan Documentation, as applicable; provided, further, that the disclosure of any such information pursuant to clauses (a) and (i) above shall be made subject to the acknowledgment and acceptance by such recipient that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and us, including, without limitation, as set forth in the Information Materials) in accordance with our standard syndication processes or market standards for a public-to-private transaction of this nature for dissemination of such type of information, which shall in any event require "click through" or other affirmative action on the part of the recipient to access such confidential information and acknowledge its confidentiality obligations in respect thereof (such affirmative consent procedure shall, for the avoidance of doubt be subject to the prior consent and approval of the UK Takeover Panel). Each Commitment Party acknowledges and agrees that (a) such Commitment Party has established information barriers between such Commitment Party, its holding companies and its subsidiaries (collectively, the "Participant Group"), in each case who are responsible for (i) making decisions in relation to its or their participation in the Bridge Facility and (ii) trading, or making investment decisions in relation to, equity investments, and that those information barriers comply with the minimum standards for effective information barrier identified in Practice Statement No. 25 ("Debt Syndication During Offer Periods") published by the Takeover Panel Executive on 17 June 2009 (the "Information Barriers") and (b) such Commitment Party will maintain the Information Barrier, and ensure that the confidential information received by the Commitment Parties from, or on behalf of, you in connection with the Transactions or any related transactions contemplated hereby may not be accessed by any persons or entities within the Participant Group who hold or may acquire shares in the Target or who are or may be otherwise interested in shares carrying voting rights in the Target, until the end of the offer period (as defined in the UK Takeover Code). The provisions of this paragraph (other than with respect to the Fee Letter and its contents) shall automatically terminate on the date that is two years following the date of this Bridge Commitment Letter unless earlier superseded by the Bridge Loan Documentation. In no event shall any disclosure of such information referred to above be made to any Disqualified Institution or any person who has not provided affirmative acknowledgement of its confidentiality obligations in accordance with the requirements established by the UK Takeover Panel.

Prior to the disclosure by us of customary market information related to the Bridge Facility to "*Gold Sheets*" and other similar trade publications, and to our publication of tombstones in any such trade publications relating to the Bridge Facility, we will present such materials for your prior approval (not to be unreasonably withheld or delayed) and you shall have consented thereto.

10. Miscellaneous.

This Bridge Commitment Letter shall not be assignable by any party hereto (except by us as expressly contemplated under Section 2 and Section 3 above) without the prior written consent of each other party hereto (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and, to the extent expressly set forth herein, the non-party affiliates and the indemnified persons. Subject to Section 3 above, the Commitment Parties reserve the right to assign their respective obligations to their affiliates or to employ the services of their affiliates in fulfilling their obligations contemplated hereby. This Bridge Commitment Letter may not be amended or waived except by an instrument in writing signed by you and each Commitment Party. This

Bridge Commitment Letter may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Bridge Commitment Letter by facsimile or other electronic transmission (including ".pdf", ".tif" or similar format) shall be effective as delivery of a manually executed counterpart hereof. This Bridge Commitment Letter and the Fee Letter are the only agreements that have been entered into among us and you with respect to the Bridge Facility and set forth the entire understanding of the parties with respect hereto and thereto, and supersede all prior agreements and understandings related to bridge financing which is the subject matter hereof.

This Bridge Commitment Letter, and any claim, controversy or dispute arising under or related to this Bridge Commitment Letter, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. Each of the parties hereto irrevocably agrees to waive, to the fullest extent provided by law, all right to trial by jury in any suit, action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of the Transactions or the other transactions contemplated hereby, this Bridge Commitment Letter, the Fee Letter or the performance by us or any of our affiliates of the services contemplated hereby.

Each of the parties hereto irrevocably and unconditionally (a) submits to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan in the City of New York (or any appellate court therefrom) over any suit, action or proceeding arising out of or relating to the Transactions or the other transactions contemplated hereby, this Bridge Commitment Letter or the Fee Letter or the performance of services hereunder, (b) agrees that all claims in respect of any such suit, action or proceeding shall be heard and determined in such New York state or, to the extent permitted by law, federal court and (c) agrees that a final judgment in any such suit, action or proceeding may be enforced in other jurisdictions in any manner provided by law. You and we agree that service of any process, summons, notice or document by registered mail addressed to such person shall be effective service of process against such person for any suit, action or proceeding brought in any such court. Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

We hereby notify you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "PATRIOT Act"), we are required to obtain, verify and record information that identifies each of the Borrower and the Guarantors (collectively, the "Loan Parties"), which information includes names, addresses, tax identification numbers and other information that will allow each Lender to identify each Loan Party in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for us and each Lender.

The Fee Letter and the indemnification, expense reimbursement, confidentiality, jurisdiction, governing law, sharing of information, no agency or fiduciary duty, waiver of jury trial, service of process, venue and syndication provisions (including the Flex Provisions) contained herein shall remain in full force and effect regardless of whether the Bridge Loan Documentation is executed and delivered and notwithstanding the termination or expiration of this Bridge Commitment Letter or the commitments hereunder; provided, that your obligations under this Bridge Commitment Letter (other than your obligations (a) under the second, third and fourth paragraphs of Section 3 hereof and the second to last sentence of Section 4 hereof, which shall survive only until the expiration of the Syndication Period (or, with respect to Section 4, if later, the Closing Date), at which time such obligations shall terminate and be of no further force and effect and (b) with respect to the confidentiality of the Fee Letter and the contents thereof) shall automatically terminate and be of no further force and effect (and be, if applicable, superseded by the Bridge Loan Documentation) on the Closing Date and you shall automatically be released from all liability hereunder in connection therewith at such time. Subject to the preceding sentence, you may terminate this Bridge Commitment Letter upon written notice to the Initial Lenders at any time.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of our offer as set forth in this Bridge Commitment Letter and the Fee Letter by returning to us executed counterparts of this Bridge Commitment Letter and the Fee Letter not later than 11:59 p.m., New York City time, on August 9, 2017. Such offer will remain available for acceptance until such time, but will automatically expire at such time if we have not received such executed counterparts in accordance with the immediately preceding sentence. In the event that the Closing Date does not occur on or before 11:59 p.m., New York City time, on the earliest of (a) the date of the valid termination of the Acquisition, (b) the date of the closing of the Acquisition with or without the funding of the Bridge Facility and (c) March 31, 2018, then this Bridge Commitment Letter and the commitments hereunder shall automatically terminate unless we, in our sole discretion, agree to an extension.

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We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

MORGAN STANLEY SENIOR FUNDING, INC.

By: /s/ BARRY PRICE
Name: Barry Price
Title: Authorized Signatory

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: /s/ JUDITH E. SMITH
Name: Judith E. Smith
Title: Authorized Signatory

By: /s/ D. ANDREW MALETTA
Name: D. Andrew Maletta
Title: Authorized Signatory

CREDIT SUISSE SECURITIES (USA) LLC

By: /s/ JEB SLOWIK
Name: Jeb Slowik
Title: Managing Director

Signature Page to Commitment Letter

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

By: /s/ JAMES GORMAN
Name: James Gorman
Title: Managing Director

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

VANTIV, LLC

By: /s/ STEPHANIE FERRIS
Name: Stephanie Ferris
Title: Chief Financial Officer

Signature Page to Commitment Letter

SCHEDULE 1

BRIDGE FACILITY COMMITMENTS

Commitment Party	Bridge Facility Commitment Percentage
Morgan Stanley Senior Funding, Inc.	25%
Credit Suisse AG	50%
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	25%

SCHEDULE 2

APPROVED ADDITIONAL ARRANGERS

See attached.

EXHIBIT A

Project Chess
Transaction Summary

The Borrower intends, directly or indirectly, to acquire (the "Acquisition") all of the outstanding equity interests of the entity previously identified to the Lead Arrangers as "Knight" (the "Target"). In connection therewith:

1) the Borrower, Morgan Stanley, CS and JPMorgan Chase Bank, N.A. have entered into that certain Incremental Amendment No. 2 to the Existing Credit Agreement dated as of August 7, 2017 pursuant to which the lenders party thereto committed to provide an aggregate principal amount of $1,270,000,000 Incremental Term B Loans;

2) the Borrower, Morgan Stanley, CS, MUFG and JPMorgan Chase Bank, N.A. have entered into that certain Incremental Amendment No. 3 to the Existing Credit Agreement dated as of the date hereof, pursuant to which the lenders party thereto committed to provide (i) an aggregate principal amount of $1,605,000,000 Incremental Term A Loans (such commitments, the "2017 Incremental Term A-4 Commitments"), (ii) an aggregate principal amount of $535,000,000 Incremental Term B Loans (such commitments, the "2017 Incremental Term B-1 Commitments"), (iii) an aggregate principal amount of $594,536,500 Incremental Term B Loans (such commitments, the "2017 Incremental Term B-2 Commitments") and (iv) a Revolving Credit Commitment Increase in an aggregate amount of $350,000,000 (such commitments, the "2017 Incremental Revolving Credit Commitments");

3) the Borrower shall seek an amendment to the Existing Credit Agreement to, among other things, change the maximum Leverage Ratio set forth in Section 6.22(a) of the Existing Credit Agreement (the "Required Amendment");

4) if the Required Amendment has not become effective prior to the Closing Date, the Borrower may enter into a credit agreement substantially in the form of the Existing Credit Agreement (as amended by the 2017 Incremental Amendment No. 3 and effectuating the Required Amendment), in order to obtain senior secured credit facilities comprised of:

   (a) an up to $1,000,000,000 revolving credit facility, comprised of (x) $650,000,000 revolving credit commitments (such commitments, the "Replacement Revolving Commitments") and (y) if applicable, $350,000,000 revolving credit commitments (such commitments, the "Backstop Incremental Revolving Commitments" and, together with the Replacement Revolving Commitments, the "Backstop Revolving Commitments"), in each case containing the terms set forth in that certain Backstop Commitment Letter (the "Backstop Commitment Letter") between the parties hereto (collectively, the "Backstop Revolving Credit Facility"), provided that the revolving credit facilities described in the foregoing clauses (x) and (y) shall be one single revolving credit facility,

   (b) an up to $4,012,640,625 term A loan facility comprised of (x) an aggregate principal amount of $2,407,640,625 term A Loans (the commitments with respect thereto the "Replacement Term A Commitments") and (y) if applicable, an aggregate principal amount of $1,605,000,000 term A Loans (the commitments with respect thereto the "Backstop Incremental Term A-4 Commitments"

and, together with the Replacement Term A Commitments, the "Backstop Term A Commitments"), in each case, containing the terms set forth in the Backstop Commitment Letter (collectively, the "Backstop Term A Facility"), provided that the loans described in the foregoing clauses (x) and (y) shall be one single tranche of term A loans; and

(c) an up to $3,160,711,500 term B loan facility comprised of (w) an aggregate principal amount of $761,175,000 term B Loans (the commitments with respect thereto the "Replacement Term B Commitments"), (x) if applicable, an aggregate principal amount of $1,270,000,000 term B Loans (the commitments with respect thereto the "Backstop Rook Incremental Term B Commitments"), (y) if applicable, an aggregate principal amount of $535,000,000 term B Loans (the commitments with respect thereto the "Backstop Incremental Term B-1 Commitments") and (z) if applicable, an aggregate principal amount of $594,536,500 term B Loans (the commitments with respect thereto, the "Backstop Incremental Term B-2 Commitments" and, together with the Replacement Term B Commitments, the Backstop Rook Incremental Term B Commitments and the Backstop Incremental Term B-1 Commitments, the "Backstop Term B Commitments" and together with the Backstop Revolving Commitments and the Backstop Term A Commitments, collectively, the "Backstop Commitments"), in each case, containing the terms set forth in the Backstop Commitment Letter (collectively, the "Backstop Term B Facility" and, together with the Backstop Revolving Credit Facility and the Backstop Term A Facility, the "Backstop Credit Facilities"), provided that the loans described in the foregoing clauses (x) and (y) shall be one single tranche of term B loans;

5) The Borrower will issue senior unsecured debt securities (the "Notes") yielding gross cash proceeds of up to $1,130,000,000 and/or borrow up to $1,130,000,000 under the Bridge Facility, less the amount of cash proceeds received from the issuance of Notes on or prior to the Closing Date.

6) all existing third party debt for borrowed money of the Target will be repaid, redeemed, defeased, discharged, refinanced or terminated in full, and the Existing Credit Agreement will be repaid, refinanced or terminated in full, and all guarantees and liens in respect of the foregoing will be terminated and released (or arrangements reasonably satisfactory to the Administrative Agent shall be in place for the termination and release of such guarantees and liens) (the "Refinancing") other than (i) to the extent the Backstop Term B loans in respect of the Backstop Incremental Term B-2 Commitments are not drawn on the Closing Date, the Target's €500,000,000 3.75% Senior Notes due 2022 (the "Existing Target Notes"), (ii) ordinary course capital leases, purchase money indebtedness, equipment financings, letters of credit, surety bonds and short-term working capital facilities and (iii) certain other indebtedness that the Borrower and the Commitment Parties reasonably agree may remain outstanding after the Closing Date (the foregoing indebtedness, together with any replacements, extensions and renewals (in each case, that would otherwise be permitted by clauses (i) through (iii) above) of any such indebtedness that matures on or prior to the Closing Date, collectively, the "Permitted Surviving Debt");

7) the fees, premiums, expenses and other transaction costs incurred in connection with the Transactions, including to fund any original issue discount ("OID") and upfront fees (the "Transaction Costs") will be paid; and

8) the proceeds of the Bridge Facility will be used to effect the Refinancing and to pay all or a portion of the Transaction Costs.

The transactions described above are collectively referred to as the "Transactions". For purposes of the Commitment Letter and the Fee Letter, "Closing Date" shall mean the date of the consummation of the Acquisition, the satisfaction or waiver of the conditions set forth on Exhibit C, and the funding or effectiveness, as applicable, of the Bridge Facility and "Acquisition Closing Date" shall mean the date of consummation of the Acquisition.

EXHIBIT B

Project Chess
Bridge Facility
Summary of Terms and Conditions

Set forth below is a summary of the principal terms and conditions for the Bridge Facility. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Bridge Commitment Letter to which this Exhibit B is attached or on Exhibits A or C (including the Annexes hereto and thereto) attached thereto.

PARTIES

Borrower:	vantiv, LLC (the "Borrower").
Transactions:	As set forth in Exhibit A to the Bridge Commitment Letter.
Guarantors:	Substantially the same as under the Existing Credit Agreement on a senior unsecured basis; provided that no guarantee of the Bridge Facility shall be provided by Vantiv Holding, LLC. Such guarantees will automatically release upon the release of the corresponding guarantees of the Existing Credit Agreement and/or the Backstop Facilities (except in the case of repayment in full of any such facility).
Joint Lead Arrangers and Joint Bookrunners:	Morgan Stanley Senior Funding, Inc. and/or an affiliate ("Morgan Stanley"), Credit Suisse AG (acting through such of its affiliates or branches as it deems appropriate, "CS"), Credit Suisse Securities (USA) LLC ("CS Securities" and, together with CS and their respective affiliates, "Credit Suisse") and The Bank of Tokyo-Mitsubishi UFJ, Ltd., a member of MUFG, a global financial group ("MUFG").
Administrative Agent:	Morgan Stanley (in such capacity, the "Bridge Administrative Agent") in respect of the Bridge Facility for a syndicate of banks, financial institutions and other entities, including the Lenders, but excluding Disqualified Institutions, arranged by the Lead Arrangers and reasonably acceptable to the Borrower (together with the Initial Bridge Lenders, the "Bridge Lenders"), and will perform the duties customarily associated with such role.
Bridge Loans:	The Bridge Lenders will make senior unsecured loans (the "Bridge Loans") to the Borrower on the Closing Date in an aggregate principal amount of up to $1,130,000,000, pursuant to a senior unsecured increasing rate bridge facility (the "Bridge Facility"), and minus the gross cash proceeds from the issuance of Notes on or prior to the Closing Date (so long as the gross cash proceeds of Notes issued prior to the Closing Date are held in escrow under conditions that are not substantially more onerous than the conditions to funding the Bridge Loans).

Availability:	The Bridge Lenders will make the Bridge Loans in a single drawing on the Closing Date substantially simultaneously with (a) the consummation of the Acquisition and (b) the initial funding under the Existing Credit Agreement and/or the Backstop Facilities.
Use of Proceeds:	The proceeds of the Bridge Loans will be used on the Closing Date to effect the Refinancing and to pay all or a portion of the Transaction Costs.
Ranking:	The Bridge Loans and guarantees will rank *pari passu* in right of payment with the senior indebtedness of the Borrower (including the loans and guarantees under the Existing Credit Agreement and/or the Backstop Facilities), and will not be secured.
Maturity:	All Bridge Loans will have an initial maturity date that is the one-year anniversary of the Closing Date (the "Maturity Date"). If any Bridge Loan has not been previously repaid in full on or prior to the Maturity Date, such Bridge Loan will be automatically converted into a senior unsecured term loan (each a "Senior Unsecured Term Loan") due on the date that is eight years after the Closing Date (the "Extended Maturity Date") having an equal principal amount and having the terms set forth in Annex I to this Term Sheet. The date on which Bridge Loans are converted into Senior Unsecured Term Loans is referred to as the "Conversion Date". At any time on or after the Conversion Date, at the option of the applicable Bridge Lender, the Senior Unsecured Term Loans may be exchanged in whole or in part for senior unsecured exchange notes (the "Senior Unsecured Exchange Notes") having an equal principal amount and having the terms set forth in Annex II to this Term Sheet; *provided* that the Borrower may defer the first issuance of Senior Unsecured Exchange Notes until such time as the Borrower shall have received requests to exchange an aggregate of at least $100.0 million of the Senior Unsecured Term Loans for Senior Unsecured Exchange Notes; *provided further* that the Borrower may defer each subsequent issuance of Senior Unsecured Exchange Notes until such time as the Borrower shall have received requests to exchange an aggregate of at least $100.0 million (or, if less, the aggregate amount of remaining Senior Unsecured Term Loans) for Senior Unsecured Exchange Notes. The Senior Unsecured Term Loans will be governed by the provisions of the Bridge Loan Documentation (as defined below) and will have the same terms as the Bridge Loans except as set forth in Annex I to this Term Sheet. The Senior Unsecured Exchange Notes will be issued pursuant to an indenture that will have the terms set forth in Annex II to this Term Sheet. The Senior Unsecured Term Loans and the Senior Unsecured Exchange Notes shall be *pari passu* with one another for all purposes.

CERTAIN PAYMENT PROVISIONS

Interest Rates and Payments:	Interest for the first three-month period commencing on the Closing Date shall be payable at LIBOR (as defined below) for U.S. dollars (for interest periods of 1, 2, 3 or 6 months, as selected by the Borrower) plus 425 basis points (the "Initial Margin"). Thereafter, subject to the Total Cap (as defined in the Fee Letter), interest shall be payable at prevailing LIBOR for the interest period selected by the Borrower plus the Applicable Margin (as defined below) and shall increase by an additional 50 basis points at the beginning of each three-month period subsequent to the initial three-month period for so long as the Bridge Loans are outstanding (except on the Conversion Date) (the Initial Margin plus each 50 basis point increase thereon described above, the "Applicable Margin"). "LIBOR" means the London interbank offered rate for dollars (or any successor thereto), adjusted for statutory reserve requirements; *provided* that LIBOR shall not be less than 1.00 % per annum. Notwithstanding anything to the contrary set forth above, at no time, other than as provided under the heading "Default Rate" below, shall the per annum yield payable on the Bridge Loans exceed the amount specified in the Fee Letter in respect of the Bridge Facility as the "Total Cap".
Interest Payments:	Interest will be payable quarterly in arrears commencing on the date that is three months following the Closing Date and thereafter at the end of each subsequent three-month period for so long as the Bridge Loans are outstanding.
Default Rate:	With respect to overdue principal, interest and other overdue amounts, the applicable interest rate plus 2.00% per annum.
Mandatory Prepayment:	Consistent with the terms described under "Documentation" below and subject to mandatory prepayment provisions in the Existing Credit Agreement and/or the Backstop Facilities, the Borrower will be required to prepay the Bridge Loans at 100% of the outstanding principal amount thereof plus accrued and unpaid interest on a pro rata basis with: (i) the net cash proceeds from the issuance of the Notes and Securities (as defined in the Fee Letter) pursuant to a Securities Demand (as defined in the Fee Letter); (ii) the net proceeds from the issuance of any Refinancing Debt (to be defined and to include any unsecured debt securities and unsecured credit facilities) incurred by the Borrower or any of its restricted subsidiaries to replace or refinance the Bridge Loans; (iii) the net proceeds of any public equity issuances (except for equity contributed pursuant to employee stock plans and other exceptions to be agreed); and (iv) the net cash proceeds from any non-ordinary course asset sales by the Borrower or any of its restricted subsidiaries in excess of amounts reinvested (or committed to be reinvested) within 15 months (as long as an amount committed to be reinvested during such period is actually reinvested within 180 days of the end of such period), in each

	case with exceptions and baskets consistent with the standard set forth under "Documentation" below, including, but not limited to, exceptions and baskets no more restrictive than those applicable to the Existing Credit Facility; *provided* that in the case of an issuance of Securities (as defined in the Fee Letter) to any Lender (or any of its affiliates) or any person to whom a Lender participated an interest in the Bridge Loans (or any of such participant's affiliates) (such Lenders, participants and affiliates, "Specified Bridge Parties") pursuant to a Securities Demand at an issue price above the level that a Lender determines in good faith such Securities can be resold by such Lender to a good faith third party at the time of purchase, the net cash proceeds received by the Borrower and its subsidiaries in respect of such Securities acquired by such Specified Bridge Parties may, at the option of such Specified Bridge Party, be applied first to prepay the Bridge Loans of such Specified Bridge Party prior to being applied to prepay the Bridge Loans held by other Lenders on a pro rata basis. Prepayments from non-United States subsidiaries' asset sale proceeds will be limited under the Bridge Loan Documentation to the extent such prepayments would result in material adverse tax consequences or would be prohibited or restricted by applicable law, rule or regulation; *provided* that in any event, the Borrower shall use its commercially reasonable efforts to eliminate such tax effects in its reasonable control in order to make such prepayments. The Borrower will also be required to offer to prepay the Bridge Loans following the occurrence of a Change of Control (to be defined in a manner consistent with the standard set forth under "Documentation" below) at 100% of the outstanding principal amount thereof, plus accrued and unpaid interest to the date of repayment.
Optional Prepayment:	The Bridge Loans may be prepaid, in whole or in part, at par plus accrued and unpaid interest upon not less than three days' prior written notice, at the option of the Borrower at any time.
DOCUMENTATION	
Documentation:	The definitive documentation for the Bridge Facility will be negotiated in good faith and will be consistent with this Term Sheet and, subject to the foregoing consistent with and substantially similar to, with respect to the covenants and defaults as set out below, a precedent to be agreed between you and the Lead Arrangers. The definitive documentation shall reflect (a) the provisions of the Bridge Commitment Letter, and (b) in relation to any matter which is not or only partially dealt with in the Bridge Commitment Letter, provisions which are consistent with (but in any event shall be no more restrictive than) the corresponding provisions of the Existing Credit Agreement (taking account of and being modified fully as appropriate to reflect the terms set forth in the Bridge Commitment Letter and the

	Fee Letter, and taking into account differences related to the Borrower and its subsidiaries, including as to operational and strategic requirements of the Target, in light of their combined size, business, business practices and business plans), and with respect to those provisions reflecting credit agreement format (including representations and warranties), consistent with the Existing Credit Agreement with changes to reflect the technical aspects of the Bridge Facility and operational and administrative changes reasonably requested by the Bridge Administrative Agent, and in any event, will contain only those conditions to borrowing, prepayments, representations and warranties, covenants and events of default expressly set forth in this Term Sheet (such documentation, the "Bridge Loan Documentation"). Notwithstanding the foregoing, the availability and initial funding of the Bridge Facility on the Closing Date shall not be subject to any conditions on the Closing Date other than as set forth in Section 6 of the Bridge Commitment Letter and on Exhibit C.
Representations and Warranties:	Usual and customary for facilities of this type, in any event no more restrictive than the Existing Credit Agreement and to be given on the Closing Date only.
Affirmative and Negative Covenants:	Usual affirmative and high-yield incurrence negative covenants customary for facilities of this type and in any event no more restrictive than the Existing Credit Agreement but, in respect of the Bridge Loans only prior to the Maturity Date (and subject to any requirements of the Existing Credit Agreement and/or the Backstop Facilities), including prohibitions on the incurrence of "ratio" debt, "acquisition" debt and "refinancing" debt, the creation of liens other than permitted liens and the payment of dividends using "leverage ratio", "general" or "equity proceeds" baskets.
Financial Covenants:	None.
Events of Default:	Usual and customary for facilities of this type and in any event no more restrictive than the Existing Credit Agreement, including (subject to applicable grace periods) payments defaults on interest or principal, failures to comply with certain other obligations under the Bridge Loans, repudiation events of default, cross-defaults, the occurrence of unsatisfied final judgements against the Borrower or any of its restricted subsidiaries above a certain threshold, certain events of bankruptcy or insolvency and invalidity of guarantees.
Voting:	Usual and customary for facilities of this type and in any event no more restrictive than the Existing Credit Agreement. Amendments and waivers of the Bridge Loans will require the approval of Bridge Lenders holding more than 50% of the aggregate amount of the loans and commitments, except that the consent of (i) each affected Bridge Lender is required to amend, increase or extend its respective commitments and (ii) each Bridge Lender is required to (A) reduce amounts of or postpone the date for any scheduled payment of any

	principal, interest or fee, or extend the Maturity Date or the maturity date for the Senior Unsecured Term Loans (B) change certain thresholds in connection with amendments, supplements and waivers, (C) release all or substantially all of the collateral or the value of the guarantees and (D) changes to pro rata sharing provisions, in each case subject to certain exceptions.
Assignments and Participations:	Subject to the prior notification of the Bridge Administrative Agent, the Bridge Lenders will have the right to assign all or, subject to minimum amounts to be agreed, a portion of its Bridge Loans after the Closing Date; *provided*, however, that prior to the Maturity Date, unless a Demand Failure Event (as defined in the Fee Letter) or a payment or bankruptcy event of default has occurred and is at such time continuing, the consent of the Borrower (which consent shall not be unreasonably withheld or delayed) shall be required with respect to any assignment if, subsequent thereto, the Lenders as of the date hereof would hold, in the aggregate, less than 51% of the outstanding Bridge Loans. The Bridge Lenders will have the right to participate their Bridge Loans to other financial institutions; provided that no purchaser of participations shall have the right to exercise or to cause the selling Bridge Lender to exercise voting rights in respect of the Bridge Loans (except as to certain customary issues). Participants will have the same benefits as the selling Bridge Lenders would have (and will be limited to the amount of such benefits) with regard to yield protection and increased costs, subject to customary limitations and restrictions. Assignees and participants may not include Disqualified Institutions or natural persons. The identity of Disqualified Lenders will not be posted or distributed to any person, other than a distribution by the Bridge Administrative Agent to a Lender upon request.
Yield Protection and Taxes:	Consistent with the Existing Credit Agreement.
Expenses and Indemnification:	Consistent with the Existing Credit Agreement.
Governing Law and Forum:	New York.
Counsel to the Administrative Agent and the Lead Arrangers:	Latham & Watkins LLP.

	Senior Unsecured Term Loans
Maturity:	The Senior Unsecured Term Loans will mature on the date that is eight years after the Closing Date.
Interest Rate:	The Senior Unsecured Term Loans will bear interest at an interest rate per annum equal to the Total Cap (the "Senior Unsecured Term Loan Interest Rate"). Interest shall be payable on the last day of each fiscal quarter of the Borrower and on the maturity date of the Senior Unsecured Term Loans, in each case payable in arrears and computed on the basis of a 360 day year.
Default Rate:	Overdue principal, interest, fees and other amounts shall bear interest at the applicable interest rate plus 2.00% per annum.
Ranking:	Same as Bridge Loans.
Guarantees:	Same as Bridge Loans.
Covenants, Defaults and Mandatory Prepayments:	Upon and after the Conversion Date, the covenants, mandatory prepayments and defaults which would be applicable to the Senior Unsecured Exchange Notes, if issued, will also be applicable to the Senior Unsecured Term Loans in lieu of the corresponding provisions of the Bridge Loan Documentation.
Optional Prepayment:	The Senior Unsecured Term Loans may be prepaid, in whole or in part, at par, plus accrued and unpaid interest upon not less than three days' prior written notice, at the option of the Borrower at any time.
Governing Law:	New York.

	Senior Unsecured Exchange Notes
Issuer:	The Borrower will issue the Senior Unsecured Exchange Notes under an indenture which will not be qualified under the Trust Indenture Act of 1939, as amended. The Borrower, in its capacity as the issuer of the Senior Unsecured Exchange Notes, is referred to as the "Issuer".
Principal Amount:	The Senior Unsecured Exchange Notes will be available only in exchange for the Senior Unsecured Term Loans on or after the Conversion Date. The principal amount of any Senior Unsecured Exchange Note will equal 100% of the aggregate principal amount of the Senior Unsecured Term Loan for which it is exchanged. In the case of any partial exchange, the initial minimum amount of Senior Unsecured Term Loans to be exchanged for Senior Unsecured Exchange Notes will equal $100.0 million of the aggregate principal amount of the Senior Unsecured Term Loans, and thereafter a minimum amount of $100.0 million (or, if less, the aggregate amount of remaining Senior Unsecured Term Loans) for any further exchanges.
Maturity:	The Senior Unsecured Exchange Notes will mature on the date that is eight years after the Closing Date.
Interest Rate:	The Senior Unsecured Exchange Notes will bear interest payable semi-annually, in arrears, at a rate equal to the Total Cap.
Ranking:	Same as Bridge Loans and Senior Unsecured Term Loans.
Guarantees:	Same as Bridge Loans and Senior Unsecured Term Loans.
Documentation:	Usual and customary for similar high-yield securities.
Offer to Purchase from Asset Sale Proceeds:	Usual and customary for similar high-yield securities but taking into account other mandatory prepayment provisions applicable to the Borrower in respect of such transactions.
Offer to Purchase upon Change of Control:	The Issuer will be required to make an offer to repurchase the Senior Unsecured Exchange Notes following the occurrence of a Change of Control (to be defined in a manner to be agreed) at a price in cash equal to 101% of the outstanding principal amount, in each case, plus accrued and unpaid interest, if any, to the date of repurchase, unless the Issuer shall redeem such Senior Unsecured Exchange Notes pursuant to the "Optional Redemption" section below.

<u>Optional Redemption</u>:	Except as set forth in the next three succeeding paragraphs, the Senior Unsecured Exchange Notes will be non-callable prior to the third anniversary of the Closing Date. Thereafter, each such Senior Unsecured Exchange Note may be redeemed, in whole or in part, at the option of the Issuer at a price equal to 100% of the aggregate principal amount redeemed plus accrued and unpaid interest, if any, plus a premium equal to one-half of the coupon on such Senior Unsecured Exchange Notes, with such premium declining ratably to zero on the date that is three years prior to the maturity date of such Senior Unsecured Exchange Notes. Prior to the third anniversary of the Closing Date, the Issuer may redeem such Senior Unsecured Exchange Notes at a make-whole price based on the yield on U.S. Treasury notes with a maturity closest to the third anniversary of the Closing Date plus 50 basis points. Prior to the third anniversary of the Closing Date, the Issuer may redeem up to 40% of such Senior Unsecured Exchange Notes with an amount equal to proceeds from any equity offering at a price equal to par plus the coupon on such Senior Unsecured Exchange Notes; *provided*, *however*, that Senior Unsecured Exchange Notes in a principal amount equal to at least 50% of the aggregate principal amount of such Senior Unsecured Exchange Notes originally issued remain outstanding after such redemption. Any Senior Unsecured Exchange Notes owned by any of the Committed Lenders or any affiliate thereof (other than asset management affiliates purchasing the Senior Unsecured Exchange Notes in the ordinary course of business as part of a regular distribution of the Senior Unsecured Exchange Notes, and excluding Senior Unsecured Exchange Notes acquired pursuant to bona fide open market purchases from third parties or market making activities) (that have not been resold by it at the time of notice of repurchase or redemption) may be repurchased or redeemed in whole or in part at the option of the Issuer at a price equal to 100% of the aggregate principal amount of Senior Unsecured Exchange Notes to be repurchased or redeemed plus accrued and unpaid interest, if any. The optional redemption provisions will be otherwise consistent with the standard set forth under "Documentation" above.
<u>Defeasance and Discharge Provisions</u>:	Consistent with the standard set forth under "Documentation" above.
<u>Modification</u>:	Consistent with the standard set forth under "Documentation" above.

Registration Rights:	None. The Senior Unsecured Exchange Notes will be "Rule 144A for life".
Right to Transfer Exchange Notes:	The holders of the Senior Unsecured Exchange Notes shall have the absolute and unconditional right to transfer such notes in compliance with applicable law to any third parties.
Covenants:	Incurrence based covenants consistent with the standard set forth under "Documentation" above, in no event more restrictive than the corresponding covenants in the Existing Credit Facility, and as adjusted for the acquisition of equity interests of the Target.
Events of Default:	Consistent with the standard set forth under "Documentation" above, and in no event more restrictive than the corresponding default provisions of the Existing Credit Facility.
Governing Law:	New York. No documentation shall be qualified under the Trust Indenture Act (the "TIA") and the documentation shall not be subject to the TIA nor will it contain any provision corresponding to or similar to certain provisions of the TIA (including § 316(b) of the TIA) that would otherwise be applicable if the documentation were so qualified.

EXHIBIT C

Project Chess
Conditions Precedent

The availability and initial funding of the Bridge Facility shall be subject to the satisfaction (or waiver) of solely the following conditions (subject to the Certain Funds Provision). Capitalized terms used but not otherwise defined herein have the meanings assigned to such terms in the Bridge Commitment Letter to which this Exhibit C is attached or on Exhibits A and B (including the Annexes thereto) attached thereto.

1. Substantially concurrently with the initial funding of the Bridge Facility on the Closing Date, the Borrower shall incur either (a) the full amount of the Backstop Credit Facilities or (b) the full amount of the 2017 Incremental Term Loans.

2. The Administrative Agent shall have received each of the following:

   (a) copies of the certificate of formation, certificate of organization, operating agreement, articles of incorporation and bylaws, as applicable (or comparable organizational documents) of each Loan Party and any amendments thereto, certified in each instance by its Secretary, Assistant Secretary or Chief Financial Officer and, with respect to organizational documents filed with a Governmental Authority, by the applicable Governmental Authority;

   (b) copies of resolutions of the board of directors (or similar governing body) of each Loan Party approving and authorizing the execution, delivery and performance of the Bridge Loan Documentation to which it is a party, together with specimen signatures of the persons authorized to execute such documents on each Loan Party's behalf, all certified as of the Closing Date in each instance by its Secretary, Assistant Secretary or Chief Financial Officer as being in full force and effect without modification or amendment;

   (c) copies of the certificates of good standing (if available) for each Loan Party from the office of the secretary of state or other appropriate governmental department or agency of the state of its formation, incorporation or organization, as applicable;

   (d) (A) a favorable written opinion (addressed to the Administrative Agent and the Lenders) of Sidley Austin LLP, special counsel to the Loan Parties and (B) a favorable written opinion (addressed to the Administrative Agent and the Lenders) of Baird Holm LLP, local counsel to Vantiv ISO, Inc. (f/k/a National Processing Company) in the state of Nebraska in each case in form and substance reasonably satisfactory to the Administrative Agent; and

   (e) a certificate of the chief financial officer of the Borrower in the form attached as Annex I hereto, certifying that the Borrower and its restricted subsidiaries, on a consolidated basis, after giving effect to the Transactions, are solvent.

3. The Administrative Agent shall have received a copy of the Rule 2.7 Announcement.

4. There is evidence of the consummation of the Acquisition, being:

   (a) if the Acquisition is effected by way of the Scheme, a certificate from the Borrower addressed to the Administrative Agent in agreed form: (A) confirming that the Scheme Order has been delivered to the Registrar of Companies of England and Wales and (B) attaching a copy of the Scheme Order; or

   (b) if the Acquisition is effected by way of the Offer, a letter from the Borrower addressed to the Administrative Agent in agreed form: (A) attaching copies of the Offer Documents including any press announcement released by the Borrower announcing that the Acquisition will be by way of an Offer and the terms and conditions of the Offer and (B) confirming that the Offer has been declared unconditional in all respects (other than, for the avoidance of doubt, any condition in the Offer requiring that the Offer has been completed).

5. The Refinancing shall be consummated substantially concurrently with the initial funding of the Bridge Facility on the Closing Date.

6. As to any Lender, it shall not be unlawful in any applicable jurisdiction for that Lender to perform any of their obligations to advance that credit extensions under the Bridge Facility (provided that each Lender shall use reasonable endeavors to avoid invoking this clause (6) (including transferring its commitments hereunder to an Affiliate not subject to the same restrictions and/or entering into any amendments to the Bridge Loan Documentation requested by the Borrower, provided that such amendments could not reasonably be expected to materially adversely affect the interests of (including as regards additional costs or reduced returns for) the applicable Lender under the Bridge Loan Documentation))

7. All (a) fees required to be paid on the Closing Date pursuant to the Fee Letter and (b) expenses required to be paid on the Closing Date pursuant to the Bridge Commitment Letter to the extent invoiced at least two business day prior to the Closing Date (the "Invoice Date"), shall, in each case, have been paid (which amounts may be offset against the proceeds of the Bridge Facility); and

8. The Administrative Agent shall have received, no later than 3 Business Days in advance of the Closing Date (or such later date as agreed by the Administrative Agent) all documentation and other information about the Loan Parties as shall have been reasonably requested in writing at least five (5) Business Days prior to the Closing Date by the Lenders through the Administrative Agent that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act.

9. On or prior to the date hereof, one or more banking or investment banking institutions reasonably acceptable to the Lead Arrangers shall have been engaged to publicly sell or privately place the Notes and/or any other securities used to repay the Bridge Facility pursuant to the terms of the Engagement Letter.

Form of Solvency Certificate

[•][•], 20**[•]**

This Solvency Certificate is being executed and delivered pursuant to Section **[•]** of that certain **[•]**[1] (the "Credit Agreement"; the terms defined therein being used herein as therein defined).

I, **[•]**, the **[Chief Financial Officer/equivalent officer]** of the Borrower, in such capacity and not in an individual capacity, hereby certify as follows:

1. I am generally familiar with the businesses and assets of the Borrower and its Restricted Subsidiaries, taken as a whole, and am duly authorized to execute this Solvency Certificate on behalf of the Borrower pursuant to the Credit Agreement; and

2. As of the date hereof and after giving effect to the Transactions and the incurrence of the indebtedness and obligations being incurred in connection with the Credit Agreement and the Transactions, that, (i) the sum of the debt and liabilities (including subordinated and contingent liabilities) of the Borrower and its Restricted Subsidiaries, taken as a whole, does not exceed the fair value of the present assets of the Borrower and its Restricted Subsidiaries, taken as a whole; (ii) the present fair saleable value of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable debt and liabilities (including subordinated and contingent liabilities) of the Borrower and its Restricted Subsidiaries, taken as a whole, on their debts as they become absolute and matured in the ordinary course of business; (iii) the capital of the Borrower and its Restricted Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of the Borrower or its Restricted Subsidiaries, taken as a whole, contemplated as of the date hereof; and as proposed to be conducted following the Closing Date; and (iv) the Borrower and its Restricted Subsidiaries, taken as a whole, have not incurred, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debt as they mature in the ordinary course of business. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Accounting Standards Codification Topic 450).

[Remainder of page intentionally left blank]

[1] Describe Credit Agreement.

IN WITNESS WHEREOF, I have executed this Solvency Certificate on the date first written above.

By:	______________________
Name:	[•]
Title:	**[Chief Financial Officer/equivalent officer]**

Execution Version

MORGAN STANLEY SENIOR FUNDING, INC.
1585 Broadway
New York, NY 10036

CREDIT SUISSE SECURITIES (USA) LLC
Eleven Madison Avenue
New York, NY 10010

MUFG
1221 Avenue of the Americas
New York, NY 10020

August 9, 2017

Project Chess
Backstop Commitment Letter

vantiv, LLC
8500 Governors Hill Drive
Symmes Township, Ohio 45249
Attention: Stephanie Ferris

Ladies and Gentlemen:

You have advised each of Morgan Stanley Senior Funding, Inc. and/or an affiliate thereof ("Morgan Stanley"), Credit Suisse AG (acting through such of its affiliates or branches as it deems appropriate, "CS"), and Credit Suisse Securities (USA) LLC ("CS Securities" and, together with CS and their respective affiliates, "Credit Suisse") and The Bank of Tokyo-Mitsubishi UFJ, Ltd., a member of MUFG, a global financial group ("MUFG"; and, together with Morgan Stanley and Credit Suisse, the "Commitment Parties", "us" or "we") that you intend to acquire, directly or indirectly, all of the outstanding equity interests of the entity previously identified to us as "Knight" (the "Target") and to consummate the other transactions described on Exhibit A hereto.

Reference is made to (i) the Second Amended and Restated Loan Agreement dated as of October 14, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, including that certain Incremental Amendment No. 2 dated as of August 7, 2017, the "Existing Credit Agreement"), by and among vantiv, LLC, a Delaware limited liability company (the "Borrower" or "you"), the various institutions from time to time party thereto, as lenders, and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent and (ii) the Incremental Amendment No. 3 to the Existing Credit Agreement dated as of the date hereof (the "2017 Incremental Amendment No. 3"), by and among the Borrower, JPMorgan Chase Bank, N.A., Morgan Stanley, CS and MUFG. Capitalized terms used but not otherwise defined in this Commitment Letter (as defined below) are used with the meanings assigned to such terms in the Existing Credit Agreement or the 2017 Incremental Amendment No. 3, as applicable.

1. Commitments.

In connection with the Transactions contemplated hereby and subject to the immediately succeeding paragraph, if the Required Amendment (as defined on Exhibit A) with respect to the Existing Credit Agreement has not become effective prior to the Acquisition Closing Date, each of Morgan Stanley, CS and MUFG (each an "Initial Lender" and collectively, the "Initial Lenders") hereby commits, on a several, but

not joint, basis to provide the percentage of the entire principal amount of the Backstop Credit Facilities (as defined on Exhibit A) set forth opposite such Initial Lender's name on Schedule 1 hereto (as such schedule may be amended or supplemented in accordance with the terms of Section 2 of this Commitment Letter) (i) upon the terms set forth or referred to in this letter, the Transaction Summary attached as Exhibit A hereto and the Summary of Terms and Conditions attached as Exhibit B hereto, as applicable and (ii) the initial funding of which is subject only to the conditions set forth on Exhibit C hereto (such Exhibits A through C, including the annexes thereto, the "Term Sheets" and, together with this letter, collectively, this "Commitment Letter"); it being understood and agreed that there are no other conditions (implied or otherwise) to the commitments hereunder, including compliance with any other terms of this Commitment Letter or the Credit Documentation.

Notwithstanding the foregoing, in no event shall (i) the Initial Lenders be required to fund the Backstop Incremental Term A-4 Commitments (as defined on Exhibit A) while the 2017 Incremental Term A-4 Loan Commitments obtained under the 2017 Incremental Amendment No. 3 are effective, (ii) the Initial Lenders be required to fund the Backstop Incremental Term B-1 Commitments (as defined on Exhibit A) while the 2017 Incremental Term B-1 Loan Commitments obtained under the 2017 Incremental Amendment No. 3 are effective, (iii) the Initial Lenders be required to fund the Backstop Incremental Term B-2 Commitments (as defined on Exhibit A) while the 2017 Incremental Term B-2 Loan Commitments obtained under the 2017 Incremental Amendment No. 3 are effective or (iv) the Initial Lenders be required to provide the Backstop Incremental Revolving Commitments (as defined on Exhibit A) unless the obligation to provide the 2017 Incremental Revolving Credit Commitments has expired or been terminated.

2. Titles and Roles.

You that you hereby appoint Morgan Stanley, Credit Suisse and MUFG to act as joint lead arrangers and joint bookrunners for each of the Backstop Credit Facilities (in such capacity, the "Lead Arrangers"), on the terms and subject to the conditions set forth or referred to in this Commitment Letter. It is agreed that Morgan Stanley will act as sole administrative agent and as sole collateral agent for the Backstop Credit Facilities. Each of Morgan Stanley, Credit Suisse and MUFG, in such capacities, will perform the duties and exercise the authority customarily performed and exercised by it in such roles. It is agreed that Morgan Stanley will have "left" placement, Credit Suisse will have "immediate right" placement and MUFG will have placement to the immediate right of Credit Suisse on any and all marketing materials or other documentation used in connection with the Backstop Credit Facilities and Morgan Stanley will have the role and responsibilities conventionally associated with such "left" placement.

You agree that no other agents, co-agents, lead arrangers, bookrunners, managers or arrangers will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated in this Commitment Letter and in the Backstop Fee Letter dated the date hereof and delivered in connection herewith (the "Fee Letter")) will be paid in connection with the Backstop Credit Facilities unless you and we shall so reasonably agree; provided that we may appoint any entity listed on Schedule 2 hereto as an additional agent, co-agent, lead arranger, bookrunner, manager or arranger and may award any other title to any such entity (each, an "Additional Agent") in a manner and with economics determined by the Commitment Parties in consultation with you, and the Borrower hereby consents to each such appointment or award; provided, further, that (A) each such Additional Agent (or its affiliate) shall assume a proportion of the commitments with respect to the Backstop Credit Facilities that is equal to the proportion of the economics allocated to such Additional Agent (or its affiliates) and Schedule 1 hereto shall be automatically amended accordingly and (B) to the extent we appoint (or confer titles on) any Additional Agent in respect of any Backstop Credit Facility, the economics allocated to, and the commitment amounts of, the Lead Arrangers and their affiliated Commitment Parties in respect of such Backstop Credit Facility will be proportionately reduced by the amount of the economics allocated to, and the commitment amount of, such Additional Agent (or its affiliate), in each case upon the execution and delivery by such Additional

Agent of customary joinder documentation reasonably acceptable to you and us and, thereafter, such Additional Agent shall constitute a "Commitment Party," an "Initial Lender" and an "Arranger" (notwithstanding any different title awarded), as applicable, under this Commitment Letter and under the Fee Letter). Upon the effectiveness of the Required Amendment, the commitments of the Initial Lenders with respect to the Backstop Credit Facilities shall terminate and Schedule 1 hereto shall be automatically amended accordingly.

3. Syndication.

We intend to syndicate the Backstop Credit Facilities to a group of lenders identified by the Lead Arrangers in consultation with you and reasonably acceptable to you, such consent not to be unreasonably withheld or delayed (such lenders, together with the Initial Lenders, the "Lenders"); it being understood that we will not syndicate to those persons that are (i) competitors of Holdco, the Borrower and its subsidiaries or the Target identified by you in writing to the Lead Arrangers prior to the date of their execution of this Commitment Letter and (ii) otherwise identified by you in writing to the Lead Arrangers prior to the date of their execution of this Commitment Letter (the persons described in clauses (i) and (ii) and any person that is a readily identifiable affiliate thereof (including funds managed or advised by such person, but excluding, in the case of clause (i), any affiliate of such person that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course (other than in distressed situations) and with respect to which such person does not, directly or indirectly, possess the power to direct or cause the direction of the investment policies of such entity), collectively, the "Disqualified Institutions"); provided, that the Borrower, upon reasonable notice to the Lead Arrangers (or, after the Closing Date, to the Agent) after the date hereof, shall be permitted to supplement in writing the list of persons that are Disqualified Institutions to the extent such supplemented person becomes a competitor or is or becomes an affiliate of a competitor of you or your subsidiaries, which supplement shall be in the form of a list provided to the Lead Arranger or Agent, as applicable, but which supplementation shall not apply retroactively to disqualify any parties that have previously acquired an assignment or participation interest in the Loans. Notwithstanding any other provision of this Commitment Letter to the contrary and notwithstanding any syndication, assignment or other transfer by any Initial Lender, (a) no Initial Lender shall be relieved, released or novated from its obligations hereunder (including its obligation to fund its applicable percentage of the Backstop Credit Facilities on the Closing Date) in connection with any syndication, assignment or other transfer until after the initial funding of the Backstop Credit Facilities on the Closing Date, (b) no such syndication, assignment or other transfer shall become effective (as between us and you) with respect to any portion of the Initial Lenders' commitments in respect of the Backstop Credit Facilities until the initial funding of the Backstop Credit Facilities on the Closing Date and (c) unless the Borrower agrees in writing, each Initial Lender shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Backstop Credit Facilities, including all rights with respect to consents, waivers, modifications, supplements and amendments, until the Closing Date has occurred.

The Lead Arrangers intend to commence syndication efforts promptly and from the date of your acceptance of this Commitment Letter until the earlier to occur of (x) a Successful Syndication (as defined in the Fee Letter) and (y) the date that is 60 days after the Closing Date (such period, the "Syndication Period"), you agree to assist the Lead Arrangers in completing a syndication that is reasonably satisfactory to the Lead Arrangers and you. Such assistance shall include (a) using your commercially reasonable efforts to ensure that the syndication efforts benefit from your existing banking relationships, (b) facilitating direct contact between appropriate members of senior management of the Borrower, on the one hand, and the proposed Lenders, on the other hand (and using your commercially reasonable efforts to ensure such contact between non-legal advisors of the Borrower, on the one hand, and the proposed Lenders, on the other hand), in all

cases at times and locations to be mutually agreed upon, (c) your providing projections of the Borrower and its Subsidiaries for the fiscal years 2018 through 2022 (on an annual basis) and for the four fiscal quarters beginning with the first fiscal quarter of 2018, (d) your assistance in the preparation of a customary confidential information memorandum (the "CIM") and other customary marketing materials to be used in connection with the syndication of the Backstop Credit Facilities, (e) the hosting, with the Lead Arrangers and appropriate members of senior management of the Borrower, of meetings (or, if you and we shall agree, conference calls in lieu of any such meeting) of prospective Lenders (limited to one "bank meeting", unless otherwise deemed reasonably necessary by the Lead Arrangers) at times and locations to be mutually agreed, (f) during the Syndication Period (and, if later, until the Closing Date), your ensuring that there is no competing issuance of debt for borrowed money by or on behalf of Holdco, the Borrower or its subsidiaries announced, offered, placed or arranged (other than the 2017 Rook Incremental Term B Commitments (and any loans made thereunder), the 2017 Incremental Commitments (and any loans made thereunder) and the transactions contemplated by that certain Commitment Letter dated as of the date hereof by and among the parties hereto relating to the unsecured bridge facility and/or the senior unsecured notes contemplated thereby, and the Backstop Credit Facilities), in each case that could reasonably be expected to materially impair the primary syndication of the Backstop Credit Facilities, without the consent of the Lead Arrangers (it being understood and agreed that Permitted Surviving Debt will not materially impair the primary syndication of the Backstop Credit Facilities) and (g) your using commercially reasonable efforts to obtain, prior to the commencement of syndication, public corporate credit or corporate family ratings, as applicable, for the Borrower and public ratings for the Backstop Term A Facility and the Backstop Term B Facility from each of Moody's Investors Service, Inc. ("Moody's") and S&P Global Ratings ("S&P"). Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter, neither the commencement nor the completion of the syndication of the Backstop Credit Facilities nor the obtaining of the ratings referred to above shall constitute a condition precedent to the availability and initial funding of the Backstop Credit Facilities on the Closing Date. You will not be required to provide any information to the extent that the provision thereof would violate any attorney-client privilege, law, rule or regulation, or any obligation of confidentiality binding on you or your affiliates; provided that, in the event that you do not provide information in reliance on this sentence, you shall provide notice to the Lead Arrangers that such information is being withheld and you shall use your commercially reasonable efforts to communicate the applicable information in a way that would not violate the applicable obligation or risk waiver of such privilege; provided, further, that none of the foregoing shall be construed to limit any of the Borrower's representations and warranties or any of the conditions, in any such case, set forth in this Commitment Letter or the Credit Documentation.

The Lead Arrangers, in their capacity as such, will manage, in consultation with you (and subject to (a) your consent rights set forth in the first paragraph of this Section 3, and (b) any direction, order, guidance or advice received from the UK Takeover Panel) all aspects of the syndication, including decisions as to the selection of prospective Lenders to be approached (which may not be Disqualified Institutions) and when they will be approached, when the Lenders' commitments will be accepted, which Lenders will participate, the allocation of the commitments among the Lenders and the amount and distribution of fees among the Lenders.

You acknowledge that the Lead Arrangers will make available customary marketing materials and presentations for a public-to-private transaction of this nature, including the CIM and the Projections (as defined below), and a customary lenders' package and presentation for a public-to-private transaction of this nature (collectively, the "Information Materials") to existing Lenders (as defined in the Existing Credit Agreement) and the proposed syndicate of Lenders by posting the Information Materials on IntraLinks, SyndTrak or another similar electronic system and (b) certain of the existing Lenders (as defined in the Existing Credit Agreement) and prospective Lenders (each, a "Public Lender" and, collectively, the "Public Lenders") have personnel that do not wish to receive material non-public information within the meaning of the United States federal securities laws with respect to Vantiv, Inc., Holdco, you, the Target, your or their

respective subsidiaries, or the respective securities of any of the foregoing ("MNPI"). At the request of the Lead Arrangers, you agree to assist us in preparing an additional version of the Information Materials consisting exclusively of information and documentation with respect to Vantiv, Inc., Holdco, the Borrower, the Target, your subsidiaries and the respective securities of any of the foregoing that is made publicly available by Holdings, the Borrower, the Target or any parent company as a public reporting company or does not otherwise constitute MNPI (the "Public Package"). It is understood that a customary authorization letter from the Borrower will be included in the Information Materials that authorizes the distribution thereof to existing Lenders (as defined in the Existing Credit Agreement) and prospective Lenders, contains a "10b-5" representation with respect to the information set forth therein consistent with the representation set forth in Section 4 below and confirms that the Public Package does not include MNPI or any information that is not made publicly available by Holdco, the Borrower, the Target or any parent company as a public reporting company, and the Public Package will contain customary language exculpating Holdco, you and your affiliates, and us and our affiliates with respect to any liability related to the misuse of (or, in the case of us and our affiliates, the use of) the contents of the Information Materials. You acknowledge and agree that, in addition to the Public Package, the following documents may be distributed to all existing Lenders (as defined in the Existing Credit Agreement) and prospective Lenders, including prospective Public Lenders (except to the extent you notify us to the contrary in advance of the intended distribution thereof and provided that you have been given a reasonable opportunity to review such documents and comply with applicable legal requirements): (i) the Term Sheets, (ii) drafts and final definitive documentation with respect to the Backstop Credit Facilities, (iii) administrative materials prepared by the Lead Arrangers for prospective Lenders (such as Lender meeting invitations, allocations and funding and closing memoranda) and (iv) notifications of changes in the terms of the Backstop Credit Facilities. You also agree, at our request, to identify Information Materials that are suitable for distribution to Public Lenders by clearly and conspicuously marking the same as "PUBLIC". All information that is not specifically identified as "PUBLIC" (including the Projections) shall be treated as being suitable only for posting to private Lenders. By identifying any Information Materials as suitable for distribution to Public Lenders (including by marking any documents, information or other data "PUBLIC") you shall be deemed to have authorized the Commitment Parties and the potential Lenders to treat such Information Materials as not containing MNPI.

4. Information.

You hereby represent that (but with respect to the Target and its subsidiaries, only to your knowledge), (a) all written information concerning Holdco, you and your subsidiaries and the Target and its subsidiaries, other than the Projections, other forward-looking information and information of a general economic or industry-specific nature, that has been or will be made available to any of us by Holdco, you or any of your representatives on your behalf in connection with the transactions contemplated hereby (the "Information"), when taken as a whole, is or will be, when furnished, correct in all material respects and does not or will not, when furnished and when taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time) and (b) all financial projections concerning Holdco, you and your subsidiaries that have been or are hereafter made available to any of us by Holdco, you or any of your representatives on your behalf in connection with the transactions contemplated hereby (the "Projections") have been or will be prepared in good faith based upon assumptions believed by you to be reasonable at the time furnished (it being recognized by us that such Projections are not to be viewed as facts and are subject to significant uncertainties and contingencies many of which are beyond your control, that no assurance can be given that any particular financial projections will be realized, that actual results may differ from projected results and that such differences may be material). You agree that if, at any time prior to the later of the expiration of the Syndication Period and the Closing Date, you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if the

Information or the Projections were being furnished and such representations were being made at such time, you will (and, with respect to the Target and its subsidiaries, use commercially reasonable efforts to) promptly supplement the Information and the Projections so that the representations in the preceding sentence remain true in all material respects; provided, that any such supplementation shall cure any breach of such representations. You understand that in arranging and syndicating the Backstop Credit Facilities, we may use and rely on the Information and Projections without independent verification thereof, and we do not assume responsibility for the accuracy and completeness of the Information or the Projections.

5. Fees.

As consideration for the commitments and agreements of the Commitment Parties hereunder, you agree to pay (or cause to be paid) the fees described in the Fee Letter on the terms and subject to the conditions (including as to timing and amount) set forth therein.

6. Conditions.

Notwithstanding anything in this Commitment Letter, the Fee Letter, the Credit Documentation or any other letter agreement or other undertaking concerning the financing of the transactions contemplated hereby to the contrary, (a) the only representations, the making and accuracy of which shall be a condition to the availability and initial funding of the Backstop Credit Facilities on the Closing Date, shall be the Specified Representations (as defined below), (b) the terms of the Credit Documentation shall be in a form such that they do not impair the availability of the Backstop Credit Facilities on the Closing Date if the conditions set forth on Exhibit C hereto are satisfied; it being understood that to the extent any lien search or Collateral (including the creation or perfection of any security interest) is not or cannot be provided on the Closing Date (other than, to the extent required under the Term Sheets, (i) Uniform Commercial Code ("UCC") lien searches in the Loan Parties' respective jurisdictions of organization, (ii) a lien on Collateral that may be perfected solely by the filing of a financing statement under the UCC and (iii) a pledge of the certificated equity interests of the Borrower and the Subsidiary Guarantors (as defined in the Existing Credit Agreement), in each case, with respect to which a lien may be perfected upon closing by the delivery of a stock or equivalent certificate) after your use of commercially reasonable efforts to do so without undue burden or expense, then the provision of any such lien search and/or the provision and/or perfection of such Collateral shall not constitute a condition precedent to the availability and initial funding of the Backstop Credit Facilities on the Closing Date but may instead be delivered and/or perfected within 90 days after the Closing Date, or such longer period as the Agent may reasonably agree, and (c) the only conditions (express or implied) to the availability of the Backstop Credit Facilities on the Closing Date are those expressly set forth on Exhibit C hereto, and such conditions shall be subject in all respects to the provisions of this paragraph. For purposes hereof, "Specified Representations" means the representations and warranties set forth in the Credit Documentation relating to: organizational existence of the Borrower and the Guarantors; organizational power and authority (as they relate to due authorization, execution, delivery and performance of the Credit Documentation) of the Borrower and the Guarantors; due authorization, execution and delivery of the relevant Credit Documentation (as and when executed and delivered) by the Borrower and the Guarantors, and enforceability, in each case as it relates to the entering into and performance of the relevant Credit Documentation (as and when executed and delivered) against the Borrower and the Guarantors; solvency as of the Closing Date (after giving effect to the Transactions) of the Borrower and its Restricted Subsidiaries taken as a whole (in form and scope consistent with the solvency certificate to be delivered pursuant to paragraph 1(b) of Exhibit C hereto); no conflicts of the Credit Documentation with the charter documents of the Borrower and the Guarantors; Federal Reserve margin regulations; the Investment Company Act; the use of proceeds of the Backstop Credit Facilities not violating anti-terrorism and anti-money laundering laws and regulations, including OFAC, FCPA and the PATRIOT Act; and the creation, validity, perfection and priority of security interests (subject in all respects to security interests and liens permitted under the Credit Documentation and to the foregoing provisions of this paragraph). This paragraph, and the provisions contained herein, shall be referred to as the "Certain Funds Provision".

7. Indemnification; Expenses.

You agree (a) to indemnify and hold harmless each of the Commitment Parties, their respective affiliates and controlling persons and their respective directors, officers, employees, partners, agents, advisors and other representatives (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with this Commitment Letter, the Fee Letter, the Backstop Credit Facilities, the use of the proceeds thereof, the Acquisition, the Transactions or any other transactions contemplated hereby or any claim, litigation, investigation or proceeding relating to any of the foregoing (a "Proceeding"), regardless of whether any indemnified person is a party thereto or whether such Proceeding is brought by you, any of your affiliates or any third party, and to reimburse each indemnified person within 30 days following written demand therefor (together with reasonable backup documentation supporting such reimbursement request) for any reasonable and documented legal or other out-of-pocket expenses incurred in connection with investigating or defending any Proceeding (but limited, in the case of legal fees and expenses, to one counsel to all indemnified persons taken as a whole and, solely in the case of a conflict of interest, one additional counsel to all affected indemnified persons similarly situated, taken as a whole, and, if reasonably necessary, one local counsel and one applicable regulatory counsel in each relevant material jurisdiction to all such persons, taken as a whole (and, solely in the case of a conflict of interest, one additional local or applicable regulatory counsel in such jurisdictions to all affected indemnified persons similarly situated, taken as a whole)); provided, that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they arise from (i) the willful misconduct, bad faith or gross negligence of, or material breach of this Commitment Letter, the Fee Letter or the Credit Documentation by, such indemnified person (or any of its Related Parties (as defined below)), in each case as determined by a final, non-appealable judgment of a court of competent jurisdiction or (ii) any dispute solely among indemnified persons and not arising out of any act or omission of Holdco, you, any of your or its subsidiaries (other than any Proceeding against any Commitment Party solely in its capacity or in fulfilling its role as an Agent or Arranger or similar role under any Backstop Credit Facility), and (b) to reimburse each Commitment Party associated with the Lead Arrangers (i) on the Closing Date (to the extent an invoice therefor is received by the Invoice Date) or, if invoiced after the Invoice Date, within 30 days following receipt of the relevant invoice or (ii) if the Closing Date has not occurred, within 30 days of receipt of an invoice, for all reasonable and documented out-of-pocket expenses (including due diligence expenses, applicable syndication expenses and travel expenses, but limited, in the case of legal fees and expenses, to the reasonable fees, charges and disbursements of one counsel to the Commitment Parties, taken as a whole (and, if reasonably necessary, of one local counsel and one applicable regulatory counsel in each relevant material jurisdiction to all such persons, taken as a whole)), incurred in connection with the Backstop Credit Facilities and any related documentation (including this Commitment Letter, the Fee Letter and the Credit Documentation).

No indemnified person or any other party hereto shall be liable for any damages arising from the use by others (other than such party hereto or, in the case of any indemnified person, its Related Parties) of Information or other materials obtained through electronic, telecommunications or other information transmission systems, except to the extent any such damages arise from the gross negligence, bad faith or willful misconduct of, or material breach of this Commitment Letter, the Fee Letter or the Credit Documentation by, such indemnified person (or any of its Related Parties) or such other party hereto, as applicable, in each case as determined by a final non-appealable judgment of a court of competent jurisdiction. None of the indemnified persons, you, the Target or any of your or their respective affiliates or the respective directors, officers, employees, agents, advisors or other representatives of any of the foregoing shall be liable for any special, indirect, consequential or punitive damages in connection with this

Commitment Letter, the Fee Letter or the Backstop Credit Facilities (including the use or intended use of the proceeds of the Backstop Credit Facilities) or the transactions contemplated hereby; provided, that nothing contained in this sentence shall limit your indemnification obligations to the extent set forth hereinabove to the extent such special, indirect, consequential or punitive damages are included in any third party claim in connection with which such indemnified person is entitled to indemnification hereunder.

You shall not be liable for any settlement of any Proceeding effected by any indemnified person without your consent (which consent shall not be unreasonably withheld or delayed), but if any Proceeding is settled with your written consent, or if there is a final judgment against an indemnified person in any such Proceeding, you agree to indemnify and hold harmless such indemnified person in the manner set forth above. You shall not, without the prior written consent of the affected indemnified person (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened Proceeding against such indemnified person in respect of which indemnity could have been sought hereunder by such indemnified person unless such settlement (a) includes an unconditional release of such indemnified person from all liability or claims that are the subject matter of such Proceeding and (b) does not include any statement as to any admission of fault or culpability.

Notwithstanding the foregoing, each indemnified person shall be obligated to refund or return any and all amounts paid by you under this Section 7 to such indemnified person for any losses, claims, damages, liabilities and expenses to the extent such indemnified person is not entitled to payment of such amounts in accordance with the terms hereof. For purposes hereof, "Related Party" and "Related Parties" of an indemnified person mean any (or all, as the context may require) of such indemnified person's controlled affiliates and controlling persons and its or their respective directors, officers, employees, agents, trustees and administrators.

8. Sharing of Information, Absence of Fiduciary Relationship.

Each Commitment Party, together with its respective affiliates (the "Banks"), is a full service financial firm and as such from time to time may (a) effect transactions for its own account or the account of customers, and hold long or short positions in debt or equity securities or loans of companies that may be the subject of the transactions contemplated hereby or (b) provide debt financing, equity capital, investment banking, financial advisory services, securities trading, hedging, financing and brokerage activities and financial planning and benefits counseling to other companies in respect of which you or the Target may have competing interests. You acknowledge that the Banks have no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or other persons. The Banks may have economic interests that conflict with your economic interests and those of the Target. You acknowledge and agree that (a)(i) the arranging and other services described herein regarding the Backstop Credit Facilities are arm's-length commercial transactions between you and your affiliates, on the one hand, and the Banks, on the other hand, that do not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of any Bank, (ii) no Bank has provided any legal, accounting, regulatory or tax advice to you with respect to any of the Transactions and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate and (iii) you are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated hereby; and (b) in connection with the transactions contemplated hereby, (i) each Bank has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you or any of your affiliates and (ii) no Bank has any obligation to you or your affiliates except those obligations expressly set forth in this Commitment Letter and any other agreement with you or any of your affiliates. You agree that you will not assert any claim relating to the transactions contemplated hereby against any Commitment Party based on an alleged breach of agency or fiduciary duty.

9. Confidentiality.

This Commitment Letter is entered into on the understanding that neither this Commitment Letter nor the Fee Letter nor any of their terms or substance shall be disclosed by you, directly or indirectly, to any other person except (a) Holdco, your subsidiaries and to your and their respective directors, officers, employees, affiliates, members, partners, stockholders, attorneys, accountants, independent auditors, agents and other advisors, in each case on a confidential basis, (b) in any legal, judicial or administrative proceeding or as otherwise required by applicable law, rule or regulation or as requested by a governmental regulatory or self-regulatory authority (in which case you agree, (i) to the extent permitted by law, to inform us promptly in advance thereof and (ii) to use commercially reasonable efforts to ensure that any information so disclosed is accorded confidential treatment), (c) to the extent reasonably necessary or advisable in connection with the exercise of any remedy or enforcement of any right under this Commitment Letter and/or any Fee Letter, (d) this Commitment Letter, including the existence and contents of this Commitment Letter (but not the Fee Letter or the contents thereof, other than the existence thereof and the aggregate amount of the fees payable thereunder as part of projections, pro forma information and a generic disclosure of aggregate sources and uses to the extent customary in marketing materials and other related disclosures) may be disclosed (i) in any syndication or other marketing materials in connection with the Backstop Credit Facilities and (ii) in connection with any public filing requirement, (e) the Term Sheets, including the existence and contents thereof (and the aggregate amount of fees payable under the Fee Letter as part of projections, pro forma information and a generic disclosure of aggregate sources and uses), may be disclosed to any rating agency in connection with the transactions contemplated hereby and (f) the Term Sheets, including the existence and contents thereof (but not the Fee Letter or the contents thereof), may be disclosed (in consultation with the Lead Arrangers) to any Lenders or participants or prospective Lenders or prospective participants and, in each case, their directors (or equivalent managers), officers, employees, affiliates, independent auditors or other experts and advisors on a confidential basis. The foregoing restrictions shall cease to apply in respect of the existence and contents of this Commitment Letter (but not in respect of the Fee Letter and its contents) on the earlier of the Closing Date and two years following the date on which you have accepted this Commitment Letter.

Each Commitment Party shall use all information received by it from, or on behalf of, you in connection with the Transactions or any related transactions contemplated hereby (including any such information obtained by it based on a review of any books and records relating to Holdings, you, the Target or any of your or their respective subsidiaries or affiliates) solely for the purpose of providing the services that are the subject of this Commitment Letter and shall treat confidentially all such information and the terms and contents of this Commitment Letter and the Fee Letter and shall not publish, disclose or otherwise divulge such information; provided, however, that nothing herein shall prevent any Commitment Party from disclosing any such information (a) subject to the final proviso of this sentence, to any Lenders or participants or prospective Lenders or participants (in each case, other than a Disqualified Institution), (b) in any legal, judicial or administrative proceeding or otherwise as required by applicable law, rule or regulation (in which case, except with respect to any audit or examination conducted by bank accountants or any governmental authority exercising examination or regulatory authority, such Commitment Party shall (i) to the extent permitted by law, inform you promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment), (c) upon the request or demand of any governmental, regulatory or self-regulatory authority having jurisdiction (or purporting to have jurisdiction) over Commitment Party or any of its affiliates, (d) to directors (or equivalent managers), officers, employees, independent auditors or other experts and advisors (collectively, the "Representatives") of such Commitment Party on a "need to know" basis solely in connection with the transactions contemplated hereby and who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (e) to any of its affiliates and their Representatives on a "need to know" basis solely in connection with the transactions contemplated hereby and who are informed of the confidential nature of

such information and are or have been advised of their obligation to keep such information confidential; provided, that such Commitment Party shall be responsible for its affiliates' and their Representatives' compliance with this paragraph, (f) to the extent any such information becomes publicly available other than by reason of disclosure by such Commitment Party, its affiliates or its or their respective Representatives in breach of this Commitment Letter, (g) to the extent such information is received by an Commitment Party from a third party that is not, to such Commitment Party's knowledge, subject to confidentiality obligations owing to you or any of your affiliates, (h) to the extent applicable, for purposes of establishing a "due diligence" defense, (i) subject to the final proviso of this sentence, to any direct or indirect contractual counterparty to any credit default swap or similar derivative product (other than a Disqualified Institution) and (j) subject to your prior approval of the information to be disclosed (such approval not to be unreasonably withheld), to Moody's or S&P in connection with obtaining a rating required pursuant to this Commitment Letter and/or the Credit Documentation, as applicable; provided, further, that the disclosure of any such information pursuant to clauses (a) and (i) above shall be made subject to the acknowledgment and acceptance by such recipient that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and us, including, without limitation, as set forth in the Information Materials) in accordance with our standard syndication processes or market standards for a public-to-private transaction of this nature for dissemination of such type of information, which shall in any event require "click through" or other affirmative action on the part of the recipient to access such confidential information and acknowledge its confidentiality obligations in respect thereof (such affirmative consent procedure shall, for the avoidance of doubt be subject to the prior consent and approval of the UK Takeover Panel). Each Commitment Party acknowledges and agrees that (a) such Commitment Party has established information barriers between such Commitment Party, its holding companies and its subsidiaries (collectively, the "Participant Group"), in each case who are responsible for (i) making decisions in relation to its or their participation in the Backstop Credit Facilities and (ii) trading, or making investment decisions in relation to, equity investments, and that those information barriers comply with the minimum standards for effective information barrier identified in Practice Statement No. 25 ("Debt Syndication During Offer Periods") published by the Takeover Panel Executive on 17 June 2009 (the "Information Barriers") and (b) such Commitment Party will maintain the Information Barrier, and ensure that the confidential information received by the Commitment Parties from, or on behalf of, you in connection with the Transactions or any related transactions contemplated hereby may not be accessed by any persons or entities within the Participant Group who hold or may acquire shares in the Target or who are or may be otherwise interested in shares carrying voting rights in the Target, until the end of the offer period (as defined in the UK Takeover Code). The provisions of this paragraph (other than with respect to the Fee Letter and its contents) shall automatically terminate on the date that is two years following the date of this Commitment Letter unless earlier superseded by the Credit Documentation. In no event shall any disclosure of such information referred to above be made to any Disqualified Institution or any person who has not provided affirmative acknowledgement of its confidentiality obligations in accordance with the requirements established by the UK Takeover Panel.

Prior to the disclosure by us of customary market information related to the Backstop Credit Facilities to "*Gold Sheets*" and other similar trade publications, and to our publication of tombstones in any such trade publications relating to the Backstop Credit Facilities, we will present such materials for your prior approval (not to be unreasonably withheld or delayed) and you shall have consented thereto.

10. Miscellaneous.

This Commitment Letter shall not be assignable by any party hereto (except by us as expressly contemplated under Section 2 and Section 3 above) without the prior written consent of each other party hereto (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to and does not confer any benefits upon, or create

any rights in favor of, any person other than the parties hereto and, to the extent expressly set forth herein, the non-party affiliates and the indemnified persons. Subject to Section 3 above, the Commitment Parties reserve the right to assign their respective obligations to their affiliates or to employ the services of their affiliates in fulfilling their obligations contemplated hereby. This Commitment Letter may not be amended or waived except by an instrument in writing signed by you and each Commitment Party. This Commitment Letter may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile or other electronic transmission (including ".pdf", ".tif" or similar format) shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter and the Fee Letter are the only agreements that have been entered into among us and you with respect to the Backstop Credit Facilities and set forth the entire understanding of the parties with respect hereto and thereto, and supersede all prior agreements and understandings related to the backstop which is the subject matter hereof.

This Commitment Letter, and any claim, controversy or dispute arising under or related to this Commitment Letter, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. Each of the parties hereto irrevocably agrees to waive, to the fullest extent provided by law, all right to trial by jury in any suit, action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of the Transactions or the other transactions contemplated hereby, this Commitment Letter, the Fee Letter or the performance by us or any of our affiliates of the services contemplated hereby.

Each of the parties hereto irrevocably and unconditionally (a) submits to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan in the City of New York (or any appellate court therefrom) over any suit, action or proceeding arising out of or relating to the Transactions or the other transactions contemplated hereby, this Commitment Letter or the Fee Letter or the performance of services hereunder, (b) agrees that all claims in respect of any such suit, action or proceeding shall be heard and determined in such New York state or, to the extent permitted by law, federal court and (c) agrees that a final judgment in any such suit, action or proceeding may be enforced in other jurisdictions in any manner provided by law. You and we agree that service of any process, summons, notice or document by registered mail addressed to such person shall be effective service of process against such person for any suit, action or proceeding brought in any such court. Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

We hereby notify you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "PATRIOT Act"), we are required to obtain, verify and record information that identifies each Loan Party, which information includes names, addresses, tax identification numbers and other information that will allow each Lender to identify each Loan Party in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for us and each Lender.

The Fee Letter and the indemnification, expense reimbursement, confidentiality, jurisdiction, governing law, sharing of information, no agency or fiduciary duty, waiver of jury trial, service of process, venue and syndication provisions (including the Flex Provisions) contained herein shall remain in full force and effect regardless of whether the Credit Documentation is executed and delivered and notwithstanding the termination or expiration of this Commitment Letter or the commitments hereunder; provided, that your obligations under this Commitment Letter (other than your obligations (a) under the second, third and fourth paragraphs of Section 3 hereof and the second to last sentence of Section 4 hereof, which shall survive only until the expiration of the Syndication Period (or, with respect to Section 4, if later, the Closing Date), at which time such obligations shall terminate and be of no further force and effect and (b) with

respect to the confidentiality of the Fee Letter and the contents thereof) shall automatically terminate and be of no further force and effect (and be, if applicable, superseded by the Credit Documentation) on the Closing Date and you shall automatically be released from all liability hereunder in connection therewith at such time. Subject to the preceding sentence, you may terminate this Commitment Letter (in whole but not in part as to any Backstop Credit Facility) upon written notice to the Initial Lenders at any time.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of our offer as set forth in this Commitment Letter and the Fee Letter by returning to us executed counterparts of this Commitment Letter and the Fee Letter not later than 11:59 p.m., New York City time, on August 9, 2017. Such offer will remain available for acceptance until such time, but will automatically expire at such time if we have not received such executed counterparts in accordance with the immediately preceding sentence. In the event that the Closing Date does not occur on or before 11:59 p.m., New York City time, on the earliest of (a) the date of the valid termination of the Acquisition, (b) the date on which the 2017 Incremental Term Loans are funded, (c) the date of the closing of the Acquisition with or without the use of the Backstop Credit Facilities, (d) the date of effectiveness of the Required Amendment and (e) March 31, 2018, then this Commitment Letter and the commitments hereunder shall automatically terminate unless we, in our sole discretion, agree to an extension.

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We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

MORGAN STANLEY SENIOR FUNDING, INC.

By: /s/ BARRY PRICE
Name: Barry Price
Title: Authorized Signatory

[Signature Page to Backstop Commitment Letter]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: /s/ JUDITH E. SMITH
Name: Judith E. Smith
Title: Authorized Signatory

By: /s/ D. ANDREW MALETTA
Name: D. Andrew Maletta
Title: Authorized Signatory

CREDIT SUISSE SECURITIES (USA) LLC

By: /s/ JEB SLOWIK
Name: Jeb Slowik
Title: Managing Director

[Signature Page to Backstop Commitment Letter]

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

By: /s/ JAMES GORMAN
Name: James Gorman
Title: Managing Director

[Signature Page to Backstop Commitment Letter]

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

VANTIV, LLC

By: /s/ STEPHANIE FERRIS
Name: Stephanie Ferris
Title: Chief Financial Officer

[Signature Page to Backstop Commitment Letter]

SCHEDULE 1

BACKSTOP CREDIT FACILITIES COMMITMENTS

Commitment Party	**Backstop Term A Facility**	**Backstop Term B Facility** (excluding the Backstop Rook Incremental Term B Commitments)	**Backstop Rook Incremental Term B Commitments**	**Backstop Revolving Credit Facility**
Morgan Stanley Senior Funding, Inc.	25%	25%	60%	25%
Credit Suisse AG	50%	50%	30%	50%
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	25%	25%	10%	25%

SCHEDULE 2

APPROVED ADDITIONAL ARRANGERS

(See attached)

EXHIBIT A

Project Chess
Transaction Summary

The Borrower intends, directly or indirectly, to acquire (the "Acquisition") all of the outstanding equity interests of the entity previously identified to the Lead Arrangers as "Knight" (the "Target"). In connection therewith:

1) the Borrower, Morgan Stanley, CS and JPMorgan Chase Bank, N.A. have entered into that certain Incremental Amendment No. 2 to the Existing Credit Agreement dated as of August 7, 2017 pursuant to which the lenders party thereto committed to provide an aggregate principal amount of $1,270,000,000 Incremental Term B Loans (such commitments, the "2017 Rook Incremental Term B Commitments"; and the loans thereunder, the "2017 Rook Incremental Term B Loans");

2) the Borrower, Morgan Stanley, CS, MUFG and JPMorgan Chase Bank, N.A. have entered into that certain Incremental Amendment No. 3 to the Existing Credit Agreement dated as of the date hereof, pursuant to which the lenders party thereto committed to provide (i) an aggregate principal amount of $1,605,000,000 Incremental Term A Loans (such commitments, the "2017 Incremental Term A-4 Commitments"), (ii) an aggregate principal amount of $535,000,000 Incremental Term B Loans (such commitments, the "2017 Incremental Term B-1 Commitments"), (iii) an aggregate principal amount of $594,536,500 Incremental Term B Loans (such commitments, the "2017 Incremental Term B-2 Commitments" and together with the 2017 Incremental Term A-4 Commitments and the 2017 Incremental Term B-1 Commitments, the "2017 Incremental Term Commitments"; and the term loans to thereunder, the "2017 Incremental Term Loans") and (iv) a Revolving Credit Commitment Increase in an aggregate amount of $350,000,000 (such commitments, the "2017 Incremental Revolving Credit Commitments");

3) the Borrower shall seek an amendment to the Existing Credit Agreement to, among other things, change the maximum Leverage Ratio set forth in Section 6.22(a) of the Existing Credit Agreement in the manner set forth under the heading "Financial Covenants" below (the "Required Amendment");

4) if the Required Amendment has not become effective prior to the Acquisition Closing Date, the Borrower will enter into a credit agreement substantially in the form of the Existing Credit Agreement (as amended by the 2017 Incremental Amendment No. 3 and effectuating the Required Amendment), in order to obtain senior secured credit facilities comprised of:

    (a) an up to $1,000,000,000 revolving credit facility, comprised of (x) $650,000,000 revolving credit commitments (such commitments, the "Replacement Revolving Commitments") and (y) $350,000,000 revolving credit commitments (such commitments, the "Backstop Incremental Revolving Commitments" and, together with the Replacement Revolving Commitments, the "Backstop Revolving Commitments"), in each case containing the terms set forth in Exhibit B (collectively, the "Backstop Revolving Credit Facility"), provided that the revolving credit facilities described in the foregoing clauses (x) and (y) shall be one single revolving credit facility,

    (b) an up to $4,012,640,625 term A loan facility comprised of (x) an aggregate principal amount of $2,407,640,625 million term A Loans (the commitments with respect thereto the "Replacement

Term A Commitments") and (y) an aggregate principal amount of $1,605,000,000 term A Loans (the commitments with respect thereto the "Backstop Incremental Term A-4 Commitments" and, together with the Replacement Term A Commitments, the "Backstop Term A Commitments"), in each case, containing the terms set forth in Exhibit B (collectively, the "Backstop Term A Facility"), provided that the loans described in the foregoing clauses (x) and (y) shall be one single tranche of term A loans; and

(c) an up to $3,160,711,500 term B loan facility comprised of (w) an aggregate principal amount of $761,175,000 term B Loans (the commitments with respect thereto the "Replacement Term B Commitments"), (x) an aggregate principal amount of $1,270,000,000 term B Loans (the commitments with respect thereto the "Backstop Rook Incremental Term B Commitments"; and the loans thereunder, the "Backstop Rook Incremental Term B Loans"), (y) an aggregate principal amount of $535,000,000 million term B Loans (the commitments with respect thereto the "Backstop Incremental Term B-1 Commitments") and (z) an aggregate principal amount of $594,536,500 term B Loans (the commitments with respect thereto, the "Backstop Incremental Term B-2 Commitments" and, together with the Replacement Term B Commitments, the Backstop Rook Incremental Term B Commitments and the Backstop Incremental Term B-1 Commitments, the "Backstop Term B Commitments" and together with the Backstop Revolving Commitments and the Backstop Term A Commitments, collectively, the "Backstop Commitments"), in each case, containing the terms set forth in Exhibit B (collectively, the "Backstop Term B Facility" and, together with the Backstop Revolving Credit Facility and the Backstop Term A Facility, the "Backstop Credit Facilities"), provided that the loans described in the foregoing clauses (x) and (y) shall be one single tranche of term B loans, (it being understood, as described in Exhibit B hereto, that the Backstop Incremental Term B-2 Commitments need not be drawn on the Closing Date);

5) all existing third party debt for borrowed money of the Target will be repaid, redeemed, defeased, discharged, refinanced or terminated in full, and the Existing Credit Agreement will be repaid, refinanced or terminated in full, and all guarantees and liens in respect of the foregoing will be terminated and released (or arrangements reasonably satisfactory to the Administrative Agent shall be in place for the termination and release of such guarantees and liens) (the "Refinancing") other than (i) to the extent the Backstop Term B Loans in respect of the Backstop Incremental Term B-2 Commitments are not drawn on the Closing Date, the Target's €500,000,000 3.75% Senior Notes due 2022 (the "Existing Target Notes"), (ii) ordinary course capital leases, purchase money indebtedness, equipment financings, letters of credit, surety bonds and short-term working capital facilities and (iii) certain other indebtedness that the Borrower and the Commitment Parties reasonably agree may remain outstanding after the Closing Date (the foregoing indebtedness, together with any replacements, extensions and renewals (in each case, that would otherwise be permitted by clauses (i) through (iii) above) of any such indebtedness that matures on or prior to the Closing Date, collectively, the "Permitted Surviving Debt");

6) the fees, premiums, expenses and other transaction costs incurred in connection with the Transactions, including to fund any original issue discount ("OID") and upfront fees (the "Transaction Costs") will be paid; and

7) the proceeds of the Backstop Credit Facilities will be used to pay the consideration and other amounts owing in connection with the Acquisition, to effect the Refinancing and to pay all or a portion of the Transaction Costs.

The transactions described above are collectively referred to as the "Transactions". For purposes of the Commitment Letter and the Fee Letter, "Closing Date" shall mean the date of the consummation of the Acquisition, the satisfaction or waiver of the conditions set forth on Exhibit C and the funding or

effectiveness, as applicable, of the relevant Backstop Commitments and "Acquisition Closing Date" shall mean the date of consummation of the Acquisition with the proceeds of either the relevant Backstop Credit Facilities or the relevant 2017 Incremental Term Loans.

EXHIBIT B

Project Chess
Credit Facilities
Summary of Terms and Conditions

Set forth below is a summary of the principal terms and conditions for the Backstop Credit Facilities. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Commitment Letter to which this Exhibit B is attached or on Exhibits A or C (including the Annexes hereto and thereto) attached thereto.

PARTIES

Borrower:	vantiv, LLC (the "Borrower").
Guarantors:	Substantially the same as under the Existing Credit Agreement.
Joint Lead Arrangers and Joint Bookrunners:	Morgan Stanley Senior Funding, Inc. and/or an affiliate thereof ("Morgan Stanley"),Credit Suisse AG (acting through such of its affiliates or branches as it deems appropriate, "CS"), and Credit Suisse Securities (USA) LLC ("CS Securities" and, together with CS and their respective affiliates, "Credit Suisse") and The Bank of Tokyo-Mitsubishi UFJ, Ltd., a member of MUFG, a global financial group ("MUFG").
Administrative Agent and Collateral Agent:	Morgan Stanley (in such capacity, the "Administrative Agent").
Lenders:	A syndicate of banks, financial institutions and other entities, including the Initial Lenders, but excluding Disqualified Institutions, arranged by the Lead Arrangers and reasonably acceptable to the Borrower (collectively, and together with any person that becomes a lender by assignment as set forth under the heading "Assignments and Participations" below, the "Lenders").

TYPES AND AMOUNTS OF CREDIT FACILITIES

Backstop Term A Loan Facility:	
Type and Amount:	A 5 year term A loan facility, comprised of the Replacement Term A Commitments and the Backstop Incremental Term A-4 Commitments in an aggregate principal amount of $4,012,640,625 (the loans thereunder, the "Backstop Term A Loans").

Amortization and Maturity:	The Backstop Term A Loans shall be repayable in equal quarterly installments commencing with the first full fiscal quarter ending after the Closing Date of the following amounts per annum of the original principal amount of the Backstop Term A Loans, with the balance payable on the date which is five years following the Closing Date (the "Term A Loan Maturity Date").

Period	Term A Loan Principal Amortization Payment Percentage
Year One	5%
Year Two	5%
Year Three	5%
Year Four	7.5%
Year Five	10%

Availability:	The Backstop Term A Loans shall be made in a single drawing on the Closing Date. Repayments and prepayments of the Backstop Term A Loans may not be reborrowed.
Use of Proceeds:	The proceeds of the Backstop Term A Loans will be used on the Closing Date to finance a portion of the Transactions (including working capital and/or purchase price adjustments and the payment of Transaction Costs).
Backstop Term B Loan Facility:	
Type and Amount:	A 7 year term B loan facility, comprised of the Replacement Term B Commitments, the Backstop Rook Incremental Term B Commitments, the Backstop Incremental Term B-1 Commitments and the Backstop Incremental Term B-2 Commitments, in an aggregate principal amount of $3,160,711,500 (the loans thereunder, the "Backstop Term B Loans").
Amortization and Maturity:	Commencing on the last business day of the first full fiscal quarter ended after the Closing Date (or, in the case of Backstop Term B Loans funded pursuant to the Backstop Incremental B-2 Commitments on the last business day of the first full fiscal quarter ended after the funding thereof), the Backstop Term B Loans shall be repayable in equal quarterly installments of 1% per annum of the original principal amount of the Backstop Term B Loans, with the balance payable on the date which is seven years following the Closing Date (the "Term B Loan Maturity Date").
Availability:	The Backstop Term B Loans shall be made in a single drawing on the Closing Date; provided that the Borrower may elect to draw Backstop Term B Loans in respect of the Backstop Incremental Term B-2 Commitments (such loans, the "Backstop Term B-2 Loans") in a single drawing on a date within 150 days after the Closing Date. Repayments and prepayments of the Backstop Term B Loans may not be reborrowed.

Use of Proceeds:	The proceeds of the Backstop Term B Loans will be used on, and, if applicable, after the Closing Date to finance a portion of the Transactions (including working capital and/or purchase price adjustments and the payment of Transaction Costs).
Backstop Revolving Credit Facility:	
Type and Amount:	A 5 year revolving loan facility, comprised of the Replacement Revolving Commitments and the Backstop Incremental Revolving Commitments in an aggregate principal amount of $1,000,000,000 (the loans thereunder, together with (unless the context otherwise requires) the Swingline Loans referred to below, the "Backstop Revolving Loans" and, together with the Backstop Term A Loans, the Backstop Term B Loans, the "Backstop Loans").
Availability:	The Backstop Revolving Credit Facility shall be available on a revolving basis during the period commencing on the Closing Date and ending on the date that is five years after the Closing Date (the "Revolving Termination Date").
Maturity:	The Backstop Revolving Commitments shall terminate and the Backstop Revolving Loans will mature on the Revolving Termination Date.
Letters of Credit:	A portion of the Backstop Revolving Credit Facility in an amount not to exceed $80,000,000 shall be available for the issuance of letters of credit, including documentary letters of credit (the "Letters of Credit"), by any of the Administrative Agent, an affiliate of each Lead Arranger (provided that CS and its affiliates shall not provide documentary Letters of Credit) and one or more Lenders reasonably acceptable to the Borrower that agrees to issue letters of credit (in such capacity, each an "Issuing Lender"). The terms and provisions relating to Letters of Credit shall be substantially the same as in the Existing Credit Agreement.
Swingline Loans:	A portion of the Backstop Revolving Credit Facility in an amount not to exceed $200.0 million shall be available for swingline loans by the Administrative Agent. The terms and provisions relating to swingline loans shall be substantially the same as in the Existing Credit Agreement.
Use of Proceeds:	The proceeds of the Revolving Loans may be used to finance a portion of the Transactions (including working capital and/or purchase price adjustments and the payment of Transaction Costs) and for working capital needs and other general corporate purposes of the Borrower and its subsidiaries (including for capital expenditures, acquisitions, working capital and/or purchase price adjustments, the payment of transaction fees and expenses (in each case, including in connection with the Transactions), other investments, restricted payments and any other purpose not prohibited by the Credit Documentation).

Incremental Facility:	Substantially the same as in the Existing Credit Agreement; provided that Fixed Dollar Incremental Amount shall be $1,000,000,000 and the leverage ratios applicable to the Ratio-Based Incremental Amount shall be set at the applicable leverage ratios on the Closing Date.
Refinancing Facility:	Substantially the same as in the Existing Credit Agreement.
CERTAIN PAYMENT PROVISIONS	
Interest Rates and Fees:	As set forth on Annex I hereto.
Closing Fees:	As set forth in the Fee Letter.
Optional Prepayments and Commitment Reductions:	Substantially the same as in the Existing Credit Agreement.
Term B Loan Prepayment Fee:	Any Repricing Transaction (as defined below) consummated prior to the date that is six months after the Closing Date will be subject to a prepayment premium of 1.00% on the principal amount of the Backstop Term B Loans prepaid or, in the case of any amendment, the principal amount of the relevant Backstop Term B Loans outstanding immediately prior to (and subject to) such amendment. "Repricing Transaction" shall be defined in a manner consistent with the Existing Credit Agreement.
Mandatory Prepayments:	Substantially the same as in the Existing Credit Agreement.
COLLATERAL	Substantially the same as in the Existing Credit Agreement.
CERTAIN CONDITIONS	
Post-Closing Conditions:	Substantially the same as in the Existing Credit Agreement.
DOCUMENTATION	
Credit Documentation:	The definitive financing documentation for the Backstop Credit Facilities (the "Credit Documentation"), which the Commitment Parties agree will be initially drafted by the Borrower's counsel, shall contain the terms and conditions set forth in the Commitment Letter and such other terms as the Borrower and the Lead Arrangers shall agree; it being understood and agreed that the Credit Documentation shall: (a) not be subject to any conditions to the availability and initial funding of the Backstop Credit Facilities on the Closing Date other than as set forth on Exhibit C; (b)(i) give due regard to (A) the operational and strategic requirements of the Borrower, the Target and their respective subsidiaries in light of their consolidated capital structure, size, industry and practices (including, without limitation,

	the leverage profile and projected free cash flow generation of the Borrower, the Target and their respective subsidiaries), in each case, after giving effect to the Transactions and (B) the model delivered by the Borrower to the Lead Arrangers prior to the date hereof (as adjusted for changes reasonably agreed with the Lead Arrangers) (the "Model") and (ii) except as expressly set forth in this Commitment Letter, the Credit Documentation shall be substantially the same as the Existing Credit Agreement and related guarantee and security documents and in any event shall not contain terms less favorable to Holdings, the Borrower and its subsidiaries in any material respect than those contained in the Existing Credit Agreement, unless agreed by the Borrower (this clause (b), collectively, the "Documentation Considerations"); and (c) be negotiated in good faith by the Borrower and the Commitment Parties so that the Credit Documentation, giving effect to the Certain Funds Provision, is finalized as promptly as practicable after the acceptance of the Backstop Commitment Letter.
Representations and Warranties:	Substantially the same as in the Existing Credit Agreement.
Affirmative Covenants:	Substantially the same as in the Existing Credit Agreement.
Financial Covenants:	With respect to the Revolving Facility and the Term A Facility only, the Credit Documentation will only contain the financial covenants set forth below (the "Financial Covenants"), in each case measured for the Borrower and its Restricted Subsidiaries: (a) Leverage Ratio (with the component definitions to be defined in a manner substantially similar to such terms in the Existing Credit Agreement); and (b) Interest Coverage Ratio (to be defined in a manner substantially similar to such term in the Existing Credit Agreement). The Financial Covenants shall be tested only on the last day of each fiscal quarter of the Borrower (with measurement to commence with the first full fiscal quarter after the Closing Date). Leverage ratio covenant levels will be set to reflect a non-cumulative cushion of not less than 30% to Consolidated EBITDA in the Model (it being understood that the initial level applicable to the Leverage Ratio shall not be less than 7.00:1.00). Subject to the succeeding paragraph, the Interest Coverage Ratio shall not be less than 4.00:1.00 during the term of the Backstop Credit Facilities. If any Flex Provision is actually exercised, whether before or after the Closing Date, the levels for the Interest Coverage Ratio shall be adjusted in the Credit Documentation (or pursuant to an amendment thereto) in order to maintain the cushion thereto calculated as of the date hereof.

	For purposes of the Credit Documentation, any obligation of a person under a lease that is not (or would not be) required to be classified and accounted for as a capitalized lease on a balance sheet of such person under GAAP as in effect as of the date of the Existing Credit Agreement shall not be treated as a capitalized lease for purposes of the negative covenants and the calculation of financial ratios as a result of the adoption of changes in GAAP or changes in the application of GAAP.
Negative Covenants:	Substantially the same as in the Existing Credit Agreement, with such modifications to baskets and ratio levels as may be agreed pursuant to the Documentation Considerations.
Events of Default:	Substantially the same as in the Existing Credit Agreement (with such modifications to thresholds as may be agreed pursuant to the Documentation Considerations.
Voting:	Substantially the same as in the Existing Credit Agreement.
Defaulting Lenders:	Substantially the same as in the Existing Credit Agreement.
Assignments and Participations:	Substantially the same as in the Existing Credit Agreement.
Yield Protection and Taxes:	Substantially the same as in the Existing Credit Agreement.
Expenses and Indemnification:	Substantially the same as in the Existing Credit Agreement.
Governing Law and Forum:	New York.
Counsel to the Administrative Agent and the Lead Arrangers:	Latham & Watkins LLP.

Interest and Certain Fees

Interest Rate Options:	The Borrower may elect that the Loans comprising each borrowing bear interest at a rate per annum equal to (a) the ABR (as defined below) plus the Applicable Margin (as defined below) or (b) the Eurodollar Rate (as defined below) plus the Applicable Margin; provided, that all Swingline Loans shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin. As used herein: "ABR" means the highest of (a) the rate of interest publicly announced by the Administrative Agent as its prime rate in effect at its principal office in New York City (the "Prime Rate"), (b) the federal funds effective rate from time to time plus 0.50% per annum and (c) the 1-month Published LIBOR Rate (as defined below) plus 1.00% per annum; provided that ABR shall in no event be less than 0.00%. "ABR Loans" means Loans bearing interest based upon the ABR. "Applicable Margin" means with respect to Backstop Revolving Loans, Backstop Term A Loans and Backstop Term B Loans, (i) 1.25% in the case of ABR Loans (including Swingline Loans) and (ii) 2.25% in the case of Eurodollar Loans (as defined below). Following delivery of financial statements for the first full fiscal quarter after the Closing Date, the Applicable Margin rate with respect to Backstop Term A Loans and Backstop Revolving Loans shall be subject to the pricing grid set forth on Annex II. "Eurodollar Rate" means the rate for eurodollar deposits for a period equal to 1, 2, 3, 6, or, if available to all relevant affected Lenders, 12 months (as selected by the Borrower) administered by ICE Benchmark Administration Limited, as published by Reuters (the "Published LIBOR Rate") (as adjusted for statutory reserve requirements for eurocurrency liabilities); provided that the Eurodollar Rate shall in no event be less than 0.00%. "Eurodollar Loans" means Loans bearing interest based upon the Eurodollar Rate.
Interest Payment Dates:	In the case of ABR Loans, quarterly in arrears. In the case of Eurodollar Loans, on the last day of each relevant interest period and, in the case of any interest period longer than 3 months, on each successive date 3 months after the first day of such interest period.

Revolving Facility Commitment Fee:	The Borrower shall pay a commitment fee (the "Revolving Facility Commitment Fee") calculated at a rate per annum equal to 0.375% on the average daily unused portion of the commitments of non-defaulting Revolving Lenders, payable quarterly in arrears. Following delivery of financial statements for the first full fiscal quarter after the Closing Date, the Revolving Facility Commitment Fee rate shall be subject to (i) a stepdown to 0.25% if the Senior Secured Leverage Ratio is less than or equal to 3.75:1.00. Swingline Loans shall, for purposes of the commitment fee calculation only, not be deemed to be a utilization of the Revolving Facility.
Letter of Credit Fees:	Substantially the same as in the Existing Credit Agreement.
Default Rate:	Substantially the same as in the Existing Credit Agreement.
Rate and Fee Basis:	All per annum rates shall be calculated on the basis of a year of 360 days (or 365/366 days, in the case of ABR Loans the interest payable on which is then based on the Prime Rate) for actual days elapsed.

Annex II to Exhibit B

Level	Senior Secured Leverage Ratio	Applicable Margin for Eurodollar Loans that are Backstop Term A Loans or Backstop Revolving Loans	Applicable Margin for ABR Loans that are Backstop Term A Loans or Backstop Revolving Loans
I	> 4.75:1.00	2.50%	1.50%
II	£ 4.75 >4.25	2.25%	1.25%
III	£ 4.25 >3.75	2.00%	1.00%
IV	£ 3.75 >3.00	1.75%	0.75%
V	£ 3.00:1.00	1.50%	0.50%

EXHIBIT C

Project Chess
Conditions Precedent

The availability and initial funding of the Backstop Credit Facilities shall be subject to the satisfaction (or waiver) of solely the following conditions (subject to the Certain Funds Provision). Capitalized terms used but not otherwise defined herein have the meanings assigned to such terms in the Commitment Letter to which this Exhibit C is attached or on Exhibits A and B (including the Annexes thereto) attached thereto.

1. The Borrower shall have executed and delivered the 2017 Incremental Amendment No. 3.

2. The Specified Representations shall be true and correct in all material respects.

3. There shall be no Event of Default under Sections 7.1(a), (j) or (k) of the Existing Credit Agreement, and no Major Default shall be continuing or would result (in each case, subject to any applicable grace periods set forth in Section 7.1 of the Existing Credit Agreement) from the proposed borrowing of the Backstop Credit Facilities.

4. The Acquisition shall be permitted under Section 6.17(v) of the Existing Credit Agreement.

5. The Borrower shall have delivered to the Administrative Agent a certificate of a financial officer certifying its compliance with clauses (2), (3) and (4) above, together with reasonably detailed calculations demonstrating compliance with clause (4) above.

6. The Administrative Agent shall have received each of the following:

    (a) copies of the certificate of formation, certificate of organization, operating agreement, articles of incorporation and bylaws, as applicable (or comparable organizational documents) of each Loan Party and any amendments thereto, certified in each instance by its Secretary, Assistant Secretary or Chief Financial Officer and, with respect to organizational documents filed with a Governmental Authority, by the applicable Governmental Authority;

    (b) copies of resolutions of the board of directors (or similar governing body) of each Loan Party approving and authorizing the execution, delivery and performance of the Credit Documentation to which it is a party, together with specimen signatures of the persons authorized to execute such documents on each Loan Party's behalf, all certified as of the Closing Date in each instance by its Secretary, Assistant Secretary or Chief Financial Officer as being in full force and effect without modification or amendment;

    (c) copies of the certificates of good standing (if available) for each Loan Party from the office of the secretary of state or other appropriate governmental department or agency of the state of its formation, incorporation or organization, as applicable;

(d) (A) a favorable written opinion (addressed to the Administrative Agent and the Lenders) of Sidley Austin LLP, special counsel to the Loan Parties and (B) a favorable written opinion (addressed to the Administrative Agent and the Lenders) of Baird Holm LLP, local counsel to Vantiv ISO, Inc. (f/k/a National Processing Company) in the state of Nebraska in each case in form and substance reasonably satisfactory to the Administrative Agent;

(e) a certificate of the chief financial officer of the Borrower in the form attached as Annex I hereto, certifying that the Borrower and its Restricted Subsidiaries, on a consolidated basis, after giving effect to the Transactions, are solvent; and

(f) the results of a recent Lien search with respect to each Loan Party, and such search shall reveal no Liens on any of the assets of the Loan Parties except for liens permitted under the Credit Documentation or discharged on or prior to the Closing Date pursuant to documentation reasonably satisfactory to the Administrative Agent.

7. The Administrative Agent shall have received a copy of the Rule 2.7 Announcement.

8. There is evidence of the consummation of the Acquisition, being:

(a) if the Acquisition is effected by way of the Scheme, a certificate from the Borrower addressed to the Administrative Agent in agreed form: (A) confirming that the Scheme Order has been delivered to the Registrar of Companies of England and Wales and (B) attaching a copy of the Scheme Order; or

(b) if the Acquisition is effected by way of the Offer, a letter from the Borrower addressed to the Administrative Agent in agreed form: (A) attaching copies of the Offer Documents including any press announcement released by the Borrower announcing that the Acquisition will be by way of an Offer and the terms and conditions of the Offer and (B) confirming that the Offer has been declared unconditional in all respects (other than, for the avoidance of doubt, any condition in the Offer requiring that the Offer has been completed).

9. The Refinancing shall be consummated substantially concurrently with the initial funding of the Backstop Credit Facilities on the Closing Date.

10. As to any lender, it shall not be unlawful in any applicable jurisdiction for that Lender to perform any of their obligations to advance that credit extensions under the Backstop Credit Facilities (provided that each Lender shall use reasonable endeavors to avoid invoking this clause (10) (including transferring its commitments hereunder to an Affiliate not subject to the same restrictions and/or entering into any amendments to the Credit Documentation requested by the Borrower, provided that such amendments could not reasonably be expected to materially adversely affect the interests of (including as regards additional costs or reduced returns for) the applicable Lender under the Credit Documentation)).

11. All documents and instruments necessary to grant the Agent a perfected security interest (subject to liens permitted under the Credit Documentation) in the Collateral under the Backstop Credit Facilities shall have been, if applicable, executed and delivered by the Borrower and the Guarantors and, if applicable, be in proper form for filing.

12. All (a) fees required to be paid on the Closing Date pursuant to the Fee Letter and (b) expenses required to be paid on the Closing Date pursuant to the Commitment Letter to the extent invoiced at least two business days prior to the Closing Date (the "Invoice Date"), shall, in each case, have been paid (which amounts may be offset against the proceeds of the Backstop Credit Facilities).

13. The Administrative Agent shall have received, no later than 3 Business Days in advance of the Closing Date (or such later date as agreed by the Administrative Agent) all documentation and other information about the Loan Parties as shall have been reasonably requested in writing at least five (5) Business Days prior to the Closing Date by the Lenders through the Administrative Agent that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act.[1]

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[1] It being acknowledged by the Administrative Agent that such condition has been satisfied as of August 8, 2017.

Form of Solvency Certificate

[●][●], 20**[●]**

This Solvency Certificate is being executed and delivered pursuant to Section **[●]** of that certain **[●]**[2] (the "Credit Agreement"; the terms defined therein being used herein as therein defined).

I, **[●]**, the **[Chief Financial Officer/equivalent officer]** of the Borrower, in such capacity and not in an individual capacity, hereby certify as follows:

1. I am generally familiar with the businesses and assets of the Borrower and its Restricted Subsidiaries, taken as a whole, and am duly authorized to execute this Solvency Certificate on behalf of the Borrower pursuant to the Credit Agreement; and

2. As of the date hereof and after giving effect to the Transactions and the incurrence of the indebtedness and obligations being incurred in connection with the Credit Agreement and the Transactions, that, (i) the sum of the debt and liabilities (including subordinated and contingent liabilities) of the Borrower and its Restricted Subsidiaries, taken as a whole, does not exceed the fair value of the present assets of the Borrower and its Restricted Subsidiaries, taken as a whole; (ii) the present fair saleable value of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable debt and liabilities (including subordinated and contingent liabilities) of the Borrower and its Restricted Subsidiaries, taken as a whole, on their debts as they become absolute and matured in the ordinary course of business; (iii) the capital of the Borrower and its Restricted Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of the Borrower or its Restricted Subsidiaries, taken as a whole, contemplated as of the date hereof; and as proposed to be conducted following the Closing Date; and (iv) the Borrower and its Restricted Subsidiaries, taken as a whole, have not incurred, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debt as they mature in the ordinary course of business. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Accounting Standards Codification Topic 450).

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[2] Describe Credit Agreement.

IN WITNESS WHEREOF, I have executed this Solvency Certificate on the date first written above.

By:	______________________________
Name:	[●]
Title:	**[Chief Financial Officer/equivalent officer]**

Exhibit 99.1

Vantiv Reports Second Quarter 2017 Results

Continues Trend of Strong Execution and Double Digit Merchant Growth

CINCINNATI, August 9, 2017—Vantiv, Inc. (NYSE: VNTV) ("Vantiv" or the "company") today announced financial results for the second quarter ended June 30, 2017. Total revenue increased 12% to $998.8 million as compared to $891.2 million in the prior year period. Net revenue increased 10% to $530.0 million as compared to $480.5 million in the prior year period. On a GAAP basis, net income per diluted share attributable to Vantiv, Inc. increased 11% to $0.42 as compared to $0.38 in the prior year period. Pro forma adjusted net income per share increased 19% to $0.83 as compared to $0.70 in the prior year period. (See Schedule 1 for net income per diluted share attributable to Vantiv, Inc. and Schedule 2 for pro forma adjusted net income per share.)

"Our scale, distribution and technology have enabled us to consistently generate strong net revenue growth," said Charles Drucker, president and chief executive officer at Vantiv. "Our team continues to execute at the highest level, bringing our strategy of investing in high growth channels and verticals to life in a way that enhances our growth potential and increases shareholder value."

Merchant Services

Merchant Services net revenue increased 16% to $449.1 million in the second quarter as compared to $387.8 million in the prior year period, primarily due to a 10% increase in transactions and a 5% increase in net revenue per transaction. On an organic basis, Merchant Services net revenue grew low double digits in the second quarter as compared to the prior year period. Sales and marketing expenses increased 17% to $162.6 million in the second quarter as compared to $139.1 million in the prior year period, primarily due to strong new sales growth in partner channels. (See Schedule 3 for segment information.)

Financial Institution Services

Financial Institution Services net revenue decreased 13% to $80.9 million in the second quarter as compared to $92.7 million in the prior year period. Net revenue growth was impacted by compression from the Fifth Third Bank contract renewal, lapping the contribution from EMV card reissuance and fraud related services in the prior year period, and the de-conversion of a major client. Sales and marketing expenses decreased 2% to $5.6 million in the second quarter as compared to $5.7 million in the prior year period. (See Schedule 3 for segment information.)

Operating Expenses

Other operating costs increased 7% on a GAAP basis to $78.9 million in the second quarter as compared to $73.6 million in the prior year period. When excluding transition, acquisition and integration costs of $5.0 million, Other operating costs increased 5% on a pro forma basis to $74.0 million as compared to $70.1 million in the prior year period. (See schedule 1 for GAAP financial measures and Schedule 2 for non-GAAP and pro forma adjustments.)

General and administrative expenses increased 3% on a GAAP basis to $50.7 million in the second quarter as compared to $49.1 million in the prior year period. When excluding transition, acquisition and integration costs of $8.3 million as well as share-based compensation of $10.9 million, General and administrative expenses decreased 2% on a pro forma basis to $31.6 million as compared to $32.3 million in the prior year period. (See schedule 1 for GAAP financial measures and Schedule 2 for non-GAAP and pro forma adjustments.)

Adjusted EBITDA

Adjusted EBITDA increased 10% to $256.2 million in the second quarter as compared to $233.3 million in the prior year period. (See Schedule 6 for a reconciliation of GAAP net income to adjusted EBITDA.)

Depreciation and Amortization

Depreciation and amortization expense increased 20% on a GAAP basis to $78.4 million in the second quarter as compared to $65.2 million in the prior year period. Excluding intangible amortization of $54.3 million, depreciation and amortization expense increased 34% on a pro forma basis to $24.1 million as compared to $18.0 million in the prior year period. (See Schedule 1 for GAAP financial measures and Schedule 2 for non-GAAP and pro forma adjustments.)

$1.27 Billion Share Purchase

On August 7, 2017, Vantiv entered into a transaction agreement with Fifth Third Bank pursuant to which Vantiv will purchase 19,790,000 shares of its Class A common stock directly from Fifth Third Bank at a price of $64.04 per share, which is equal to the closing share price of Vantiv's Class A common stock on August 4, 2017. The total purchase price of approximately $1.27 billion was funded with an additional Term B Loan. In connection with the purchase, Vantiv expects to record a liability of approximately $650 million during the quarter ending September 30, 2017 under the tax receivable agreement Vantiv entered into with Fifth Third Bank at the time of its initial public offering.

Full-Year and Third Quarter Financial Outlook

For the full-year 2017, net revenue is expected to be $2,100 to $2,120 million, representing an increase of 10% to 11% above the prior year. On a GAAP basis, net income per diluted share attributable to Vantiv, Inc. is expected to be $1.31—$1.36 for the full-year 2017. Pro forma adjusted net income per share is expected to be $3.31—$3.36 for the full-year 2017. (See Schedule 7 for a reconciliation of the outlook for GAAP net income per share attributable to Vantiv, Inc. to pro forma adjusted net income per share.)

For the third quarter of 2017, net revenue is expected to be $544 to $554 million, representing an increase of 11% to 13% above the prior year period. On a GAAP basis, net income per diluted share attributable to Vantiv, Inc. is expected to be $0.41—$0.43 for the third quarter of 2017. Pro forma adjusted net income per share is expected to be $0.88—$0.90 for the third quarter of 2017. (See Schedule 7 for a reconciliation of the outlook for GAAP net income per share attributable to Vantiv, Inc. to pro forma adjusted net income per share.)

Earnings Conference Call and Audio Webcast

The company will host a conference call to discuss the second quarter financial results today at 8:00 a.m. ET. The conference call can be accessed live over the phone by dialing (855) 442-0877, or for international callers (724) 928-9460 and referencing "U.S. Analyst Call". A replay will be available approximately two hours after the call concludes and can be accessed by dialing (844) 230-8058, and entering replay passcode 6801825#. The call will also be webcast live from the company's investor relations website at http://investors.vantiv.com. Following completion of the call, a recorded replay of the webcast will be available on the website.

ABOUT VANTIV

Vantiv, Inc. (NYSE: VNTV) is a leading payment processor differentiated by an integrated technology platform. Vantiv offers a comprehensive suite of traditional and innovative payment processing and technology solutions to merchants and financial institutions of all sizes, enabling them to address their payment processing needs through a single provider. We build strong relationships with our customers, helping them become more efficient, more secure and more successful. Vantiv is the largest merchant acquirer and the largest PIN debit acquirer based on number of transactions in the U.S. The company's growth strategy includes expanding further into high-growth channels and verticals, including integrated payments, eCommerce, and merchant bank. Visit us at www.vantiv.com, or follow us on Twitter, Facebook, LinkedIn, Google+ and YouTube.

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Non-GAAP and Pro Forma Financial Measures

This earnings release presents non-GAAP and pro forma financial information including net revenue, adjusted EBITDA, pro forma adjusted net income, and pro forma adjusted net income per share. These are important financial performance measures for the company, but are not financial measures as defined by GAAP. The presentation of this financial information is not intended to be considered in isolation of or as a substitute for, or superior to, the financial information prepared and presented in accordance with GAAP. The company uses these non-GAAP and pro forma financial performance measures for financial and operational decision making and as a means to evaluate period-to-period comparisons. The company believes that they provide useful information about operating results, enhance the overall understanding of past financial performance and future prospects, and allow for greater transparency with respect to key metrics used by management in its financial and operational decision making. Reconciliations of these measures to the most directly comparable GAAP financial measures are presented in the attached schedules.

Forward-Looking Statements

This release contains forward-looking statements that are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in this release are forward-looking statements including any statements regarding guidance and statements of a general economic or industry specific nature. Forward-looking statements give our current expectations and projections relating to our financial condition, results of operations, guidance, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as “anticipate,” “estimate,” “expect,” “project,” “plan,” “intend,” “believe,” “may,” “should,” “can have,” “likely” and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events.

The forward-looking statements contained in this release are based on assumptions that we have made in light of our industry experience and our perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances. As you review and consider information presented herein, you should understand that these statements are not guarantees of future performance or results. They depend upon future events and are subject to risks, uncertainties (many of which are beyond our control) and assumptions. Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect our actual future performance or results and cause them to differ materially from those anticipated in the forward-looking statements. Certain of these factors and other risks are discussed in the company’s filings with the U.S. Securities and Exchange Commission (the “SEC”) and include, but are not limited to: (i) our ability to adapt to developments and change in our industry; (ii) competition; (iii) unauthorized disclosure of data or security breaches; (iv) systems failures or interruptions; (v) our ability to expand our market share or enter new markets; (vi) our ability to identify and complete acquisitions, joint ventures and partnerships; (vii) failure to comply with applicable requirements of Visa, MasterCard or other payment networks or changes in those requirements; (viii) our ability to pass along fee increases; (ix) termination of sponsorship or clearing services; (x) loss of clients or referral partners; (xi) reductions in overall consumer, business and government spending; (xii) fraud by merchants or others; (xiii) a decline in the use of credit, debit or prepaid cards; (xiv) consolidation in the banking and retail industries; (xv) the effects of governmental regulation or changes in laws; and (xvi) outcomes of future litigation or investigations. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect, our actual results may vary in material respects from those projected in these forward-looking statements. More information on potential factors that could affect the company’s financial results and performance is included from time to time in the “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” sections of the company’s periodic reports filed with the SEC, including the company’s most recently filed Annual Report on Form 10-K and its subsequent filings with the SEC.

Any forward-looking statement made by us in this release speaks only as of the date of this release. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

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Schedule 1
Vantiv, Inc.
Consolidated Statements of Income
(Unaudited)
(in thousands, except share data)

	Three Months Ended June 30, 2017	Three Months Ended June 30, 2016	% Change	Six Months Ended June 30, 2017	Six Months Ended June 30, 2016	% Change
Total revenue	$ 998,764	$ 891,217	12%	$ 1,926,966	$ 1,709,840	13%
Network fees and other costs	468,733	410,736	14%	926,825	798,149	16%
Net revenue(1)	530,031	480,481	10%	1,000,141	911,691	10%
Sales and marketing	168,263	144,844	16%	323,303	280,482	15%
Other operating costs	78,941	73,599	7%	154,865	147,302	5%
General and administrative	50,727	49,120	3%	140,025	93,104	50%
Depreciation and amortization	78,378	65,234	20%	154,464	133,464	16%
Income from operations	153,722	147,684	4%	227,484	257,339	(12)%
Interest expense—net	(29,750)	(26,118)	14%	(58,920)	(53,847)	9%
Non-operating expenses(2)	(3,411)	(4,664)	(27)%	(7,535)	(10,316)	(27)%
Income before applicable income taxes	120,561	116,902	3%	161,029	193,176	(17)%
Income tax expense(3)	33,707	38,441	(12)%	38,874	62,267	(38)%
Net income	86,854	78,461	11%	122,155	130,909	(7)%
Less: Net income attributable to non-controlling interests	(18,077)	(19,134)	(6)%	(24,493)	(31,844)	(23)%
Net income attributable to Vantiv, Inc.	$ 68,777	$ 59,327	16%	$ 97,662	$ 99,065	(1)%
Net income per share attributable to Vantiv, Inc. Class A common stock:						
Basic	$ 0.43	$ 0.38	13%	$ 0.61	$ 0.64	(5)%
Diluted(4)	$ 0.42	$ 0.38	11%	$ 0.60	$ 0.63	(5)%
Shares used in computing net income per share of Class A common stock:						
Basic	161,266,692	155,670,267		161,072,513	155,533,813	
Diluted	162,510,616	197,258,209		162,483,315	197,018,018	
Non Financial Data:						
Transactions (in millions)	6,587	6,183	7%	12,862	12,003	7%

(1) Net revenue is revenue, less network fees and other costs which primarily consist of pass through expenses incurred by us in connection with providing processing services to our clients, including Visa and Mastercard network association fees, payment network fees, third party processing expenses, telecommunication charges, postage and card production costs.

(2) Non-operating expenses for the three and six months ended June 30, 2017 and 2016 primarily relate to the change in fair value of a tax receivable agreement ("TRA") entered into as part of the acquisition of Mercury.

(3) Includes a credit of approximately $5.5 million and $14.1 million for the three and six months ended June 30, 2017, respectively, relating to excess tax benefits as a result of the Company adopting new stock compensation accounting guidance on January 1, 2017 which requires those benefits be recorded in income tax expense.

(4) Due to our structure as a C corporation and Vantiv Holding's structure as a pass-through entity for tax purposes, the numerator in the diluted net income per share calculation is adjusted to reflect our income tax expense at an expected effective tax rate assuming the conversion of the Class B units of Vantiv Holding into shares of our Class A common stock. During the three and six months ended June 30, 2017, approximately 35.0 million weighted-average Class B units of Vantiv Holding were excluded in computing diluted net income per share because including them would have an antidilutive effect. As the Class B units of Vantiv Holding were not included, the numerator used in the calculation of diluted net income per share was equal to the numerator used in the calculation of basic net income per share for the three and six months ended June 30, 2017. The components of the diluted net income per share calculation are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Income before applicable income taxes	$ —	$ 116,902	$ —	$ 193,176
Taxes	—	42,085	—	69,543
Net income	$ 68,777	$ 74,817	$ 97,662	$ 123,633
Diluted shares	162,510,616	197,258,209	162,483,315	197,018,018
Diluted EPS	$ 0.42	$ 0.38	$ 0.60	$ 0.63

Schedule 2
Vantiv, Inc.
Pro Forma Adjusted Net Income
(Unaudited)
(in thousands, except share data)

	Three Months Ended June 30, 2017	Three Months Ended June 30, 2016	% Change	Six Months Ended June 30, 2017	Six Months Ended June 30, 2016	% Change
	(in thousands)			(in thousands)		
Income before applicable income taxes	$ 120,561	$ 116,902	3%	$ 161,029	$ 193,176	(17)%
Non-GAAP Adjustments:						
Transition, acquisition and integration costs(1)	13,236	12,408	7%	62,770	19,571	221%
Share-based compensation(2)	10,881	7,940	37%	21,461	16,292	32%
Intangible amortization(3)	54,294	47,242	15%	106,200	94,907	12%
Non-operating expenses(4)	3,411	4,664	(27)%	7,535	10,316	(27)%
Non-GAAP Adjusted Income Before Applicable Taxes	202,383	189,156	7%	358,995	334,262	7%
Less: Pro Forma Adjustments						
Income tax expense(5)	68,810	68,096	1%	122,058	120,334	1%
Tax adjustments(6)	(31,579)	(18,070)	75%	(63,157)	(36,140)	75%
Total pro forma tax expense	37,231	50,026	(26)%	58,901	84,194	(30)%
Pro forma tax rate	18%	26%		16%	25%	
Other(7)	428	692	(38)%	684	1,227	(44)%
Pro forma adjusted net income	$ 164,724	$ 138,438	19%	$ 299,410	$ 248,841	20%
Pro forma adjusted net income per share	$ 0.83	$ 0.70	19%	$ 1.52	$ 1.26	21%
Adjusted shares outstanding	197,553,442	197,258,209		197,526,141	197,018,018	

Non-GAAP and Pro Forma Financial Measures

This schedule presents non-GAAP and pro forma financial measures, which are important financial performance measures for the Company, but are not financial measures as defined by GAAP. Such financial measures should not be considered as alternatives to GAAP, and such measures may not be comparable to those reported by other companies.

Pro forma adjusted net income is derived from GAAP income before applicable income taxes and adjusted for the following items described below:

(1) Represents acquisition and integration costs incurred in connection with our acquisitions, charges related to employee termination benefits and other transition activities. Transition, acquisition and integration costs for the three months ended June 30, 2017 and 2016 include $4,976 and $3,487 in Other operating costs, respectively and $8,260 and $8,921 in General and administrative (“G&A”), respectively. Transition, acquisition and integration costs for the six months ended June 30, 2017 and 2016 include $8,239 and $5,975 in Other operating costs, respectively and $54,531 and $13,596 in General and administrative (“G&A”), respectively. Included in Transition, acquisition and integration costs in the six months ended June 30, 2017 is a $38 million charge to G&A related to a settlement agreement stemming from legacy litigation of an acquired company.

(2) Share-based compensation is recorded in G&A.

(3) Represents amortization of intangible assets acquired through business combinations and customer portfolio and related asset acquisitions.

(4) Non-operating expenses for the three and six months ended June 30, 2017 and 2016 primarily relate to the change in the fair value of a TRA entered into as part of the acquisition of Mercury.

(5) Represents adjusted income tax expense to reflect an effective tax rate of 34.0% for 2017 and 36.0% for 2016, respectively, assuming the conversion of the Class B units of Vantiv Holding into shares of Class A common stock, including the tax effect of adjustments described above. The 2017 effective tax rate includes the impact of the excess tax benefits relating to stock compensation as a result of the Company adopting new stock compensation accounting guidance on January 1, 2017 which requires those benefits to be recorded in income tax expense. The effective tax rate is expected to remain at 34.0% for the remainder of 2017.

(6) Represents tax benefits due to the amortization of intangible assets and other tax attributes resulting from or acquired with our acquisitions, and to the tax basis step up associated with our separation from Fifth Third Bank and the purchase or exchange of Class B units of Vantiv Holding, net of payment obligations under tax receivable agreements.

(7) Represents the non-controlling interest, net of pro forma income tax expense discussed in (5) above, associated with a consolidated joint venture.

Schedule 3
Vantiv, Inc.
Segment Information
(Unaudited)
(in thousands)

Merchant Services

	Three Months Ended June 30, 2017	Three Months Ended June 30, 2016	% Change
Total revenue	$ 886,675	$ 762,593	16%
Network fees and other costs	437,532	374,820	17%
Net revenue	449,143	387,773	16%
Sales and marketing	162,647	139,108	17%
Segment profit	$ 286,496	$ 248,665	15%
Non-financial data:			
Transactions (in millions)	5,673	5,156	10%
Net revenue per transaction	$ 0.0792	$ 0.0752	5%

	Six Months Ended June 30, 2017	Six Months Ended June 30, 2016	% Change
Total revenue	$ 1,698,711	$ 1,457,173	17%
Network fees and other costs	863,676	728,154	19%
Net revenue	835,035	729,019	15%
Sales and marketing	311,606	268,444	16%
Segment profit	$ 523,429	$ 460,575	14%
Non-financial data:			
Transactions (in millions)	11,014	10,003	10%
Net revenue per transaction	$ 0.0758	$ 0.0729	4%

Financial Institution Services

	Three Months Ended June 30, 2017	Three Months Ended June 30, 2016	% Change
Total revenue	$ 112,089	$ 128,624	(13)%
Network fees and other costs	31,201	35,916	(13)%
Net revenue	80,888	92,708	(13)%
Sales and marketing	5,616	5,736	(2)%
Segment profit	$ 75,272	$ 86,972	(13)%
Non-financial data:			
Transactions (in millions)	914	1,027	(11)%
Net revenue per transaction	$ 0.0885	$ 0.0903	(2)%

	Six Months Ended June 30, 2017	Six Months Ended June 30, 2016	% Change
Total revenue	$ 228,255	$ 252,667	(10)%
Network fees and other costs	63,149	69,995	(10)%
Net revenue	165,106	182,672	(10)%
Sales and marketing	11,697	12,038	(3)%
Segment profit	$ 153,409	$ 170,634	(10)%
Non-financial data:			
Transactions (in millions)	1,848	2,000	(8)%
Net revenue per transaction	$ 0.0893	$ 0.0913	(2)%

Schedule 4
Vantiv, Inc.
Condensed Consolidated Statements of Financial Position
(Unaudited)
(in thousands)

	June 30, 2017	December 31, 2016
Assets		
Current assets:		
Cash and cash equivalents	$ 119,916	$ 139,148
Accounts receivable—net	880,289	940,052
Related party receivable	1,830	1,751
Settlement assets	144,964	152,490
Prepaid expenses	54,925	39,229
Other	38,059	15,188
Total current assets	1,239,983	1,287,858
Customer incentives	65,426	67,288
Property, equipment and software—net	465,846	348,553
Intangible assets—net	762,520	787,820
Goodwill	4,163,798	3,738,589
Deferred taxes	721,187	771,139
Other assets	26,099	42,760
Total assets	$ 7,444,859	$ 7,044,007
Liabilities and equity		
Current liabilities:		
Accounts payable and accrued expenses	$ 499,550	$ 471,979
Related party payable	3,375	3,623
Settlement obligations	834,686	801,381
Current portion of note payable	131,119	131,119
Current portion of tax receivable agreement obligations to related parties	242,143	191,014
Current portion of tax receivable agreement obligations	54,258	60,400
Deferred income	18,731	7,907
Current maturities of capital lease obligations	8,672	7,870
Other	6,961	13,719
Total current liabilities	1,799,495	1,689,012
Long-term liabilities:		
Note payable	3,384,351	3,089,603
Tax receivable agreement obligations to related parties	288,030	451,318
Tax receivable agreement obligations	39,895	86,640
Capital lease obligations	8,863	13,223
Deferred taxes	94,615	62,148
Other	49,107	44,774
Total long-term liabilities	3,864,861	3,747,706
Total liabilities	5,664,356	5,436,718
Commitments and contingencies		
Equity:		
Total equity(1)	1,780,503	1,607,289
Total liabilities and equity	$ 7,444,859	$ 7,044,007

(1) Includes equity attributable to non-controlling interests.

Schedule 5
Vantiv, Inc.
Consolidated Statements of Cash Flows
(Unaudited)
(in thousands)

	Six Months Ended June 30, 2017	Six Months Ended June 30, 2016
Operating Activities:		
Net income	$ 122,155	$ 130,909
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization expense	154,464	133,464
Amortization of customer incentives	12,975	12,581
Amortization of debt issuance costs	2,308	3,237
Share-based compensation expense	21,461	16,292
Deferred taxes	40,500	32,400
Excess tax benefit from share-based compensation	—	(8,067)
Tax receivable agreements non-cash items	7,553	10,252
Other	1,284	382
Change in operating assets and liabilities:		
Accounts receivable and related party receivable	65,591	(41,879)
Net settlement assets and obligations	40,831	(31,082)
Customer incentives	(13,585)	(23,343)
Prepaid and other assets	(33,989)	(1,695)
Accounts payable and accrued expenses	28,773	17,867
Payable to related party	(248)	(1,304)
Other liabilities	(15,155)	(1,528)
Net cash provided by operating activities	434,918	248,486
Investing Activities:		
Purchases of property and equipment	(58,901)	(62,883)
Acquisition of customer portfolios and related assets and other	(19,570)	(883)
Purchase of derivative instruments	—	(21,523)
Cash used in acquisitions, net of cash acquired	(531,534)	—
Net cash used in investing activities	(610,005)	(85,289)
Financing Activities:		
Borrowings on revolving credit facility	3,051,000	855,000
Repayment of revolving credit facility	(2,693,000)	(855,000)
Repayment of debt and capital lease obligations	(70,228)	(69,521)
Payment of debt issuance costs	(1,098)	—
Proceeds from issuance of Class A common stock under employee stock plans	10,096	8,538
Repurchase of Class A common stock (to satisfy tax withholding obligations)	(5,691)	(5,784)
Settlement of certain tax receivable agreements	(68,804)	(41,163)
Payments under tax receivable agreements	(55,695)	(53,474)
Excess tax benefit from share-based compensation	—	8,067
Distributions to non-controlling interests	(10,725)	(4,220)
Other	—	(12)
Net cash provided by (used in) financing activities	155,855	(157,569)
Net (decrease) increase in cash and cash equivalents	(19,232)	5,628
Cash and cash equivalents—Beginning of period	139,148	197,096
Cash and cash equivalents—End of period	$ 119,916	$ 202,724
Cash Payments:		
Interest	$ 56,587	$ 50,814
Taxes	20,995	13,443

Schedule 6
Vantiv, Inc.
Reconciliation of GAAP Net Income to Adjusted EBITDA
(Unaudited)
(in thousands)

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	% Change	2017	2016	% Change
Net income	$ 86,854	$ 78,461	11%	$ 122,155	$ 130,909	(7)%
Income tax expense	33,707	38,441	(12)%	38,874	62,267	(38)%
Non-operating expenses(1)	3,411	4,664	(27)%	7,535	10,316	(27)%
Interest expense—net	29,750	26,118	14%	58,920	53,847	9%
Share-based compensation	10,881	7,940	37%	21,461	16,292	32%
Transition, acquisition and integration costs(2)	13,236	12,408	7%	62,770	19,571	221%
Depreciation and amortization	78,378	65,234	20%	154,464	133,464	16%
Adjusted EBITDA	$ 256,217	$ 233,266	10%	$ 466,179	$ 426,666	9%

Non-GAAP Financial Measures

This schedule presents adjusted EBITDA, which is an important financial performance measure for the Company, but is not a financial measure as defined by GAAP. Such financial measure should not be considered as an alternative to GAAP net income, and such measure may not be comparable to those reported by other companies.

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(1) Non-operating expenses for the three and six months ended June 30, 2017 and 2016 primarily relate to the change in fair value of a TRA entered into as part of the acquisition of Mercury.

(2) Represents acquisition and integration costs incurred in connection with our acquisitions, charges related to employee termination benefits and other transition activities. Included in Transition, acquisition and integration costs in the six months ended June 30, 2017 is a $38 million charge related to a settlement agreement stemming from legacy litigation of an acquired company.

Schedule 7

Vantiv, Inc.
Outlook Summary
(Unaudited)

	Third Quarter Financial Outlook			Full Year Financial Outlook		
	Three Months Ended September 30,			Year Ended December 31,		
	2017 Outlook	2016 Actual	% Change	2017 Outlook	2016 Actual	% Change
GAAP net income per share attributable to Vantiv, Inc.	$ 0.41 - $0.43	$ 0.41	0% - 5%	$ 1.31 - $1.36	$ 1.32	(1%) - 3%
Adjustments to reconcile GAAP to non-GAAP pro forma adjusted net income per share(1)	$ 0.47	$ 0.30	57%	$ 2.00	$ 1.41	42%
Pro forma adjusted net income per share	$ 0.88 - $0.90	$ 0.71	24% -27%	$ 3.31 - $3.36	$ 2.73	21% - 23%

Non-GAAP and Pro Forma Financial Measures

This schedule presents non-GAAP and pro forma financial measures, which are important financial performance measures for the Company, but are not financial measures as defined by GAAP. Such financial measures should not be considered as alternatives to GAAP, and such measures may not be comparable to those reported by other companies.

(1) Represents adjustments for the following items: (a) acquisition and integration costs incurred in connection with our acquisitions, charges related to employee termination benefits and other transition activities, the full year 2017 financial outlook includes a $38 million charge recorded in March 2017 related to a settlement agreement stemming from legacy litigation of an acquired company; (b) share-based compensation; (c) amortization of intangible assets acquired in business combinations and customer portfolio and related asset acquisitions; (d) non-operating expense primarily associated with the change in fair value of a TRA entered into as part of the acquisition of Mercury; (e) non-controlling interest; (f) adjustments to income tax expense to reflect an effective tax rate of 34.0% for the three months ended September 30, 2017 and year ended December 31, 2017, which includes the impact of excess tax benefits relating to stock compensation as a result of the Company adopting new stock compensation accounting guidance on January 1, 2017 which requires those benefits be recorded in income tax expense and 36.0% for the three months ended September 30, 2016 and year ended December 31, 2016, assuming conversion of the Fifth Third Bank non-controlling interests into shares of Class A common stock, including the tax effect of adjustments described above; and (g) tax benefits due to the amortization of intangible assets and other tax attributes resulting from or acquired with our acquisitions, and to the tax basis step up associated with our separation from Fifth Third Bank and the purchase or exchange of Class B units of Vantiv Holding, net of payment obligations under tax receivable agreements.

Exhibit 99.2

VANTIV AND WORLDPAY ANNOUNCE RECOMMENDED MERGER TO CREATE A GLOBAL LEADER IN PAYMENTS

Creates a global leader in eCommerce with significant scale, differentiated products, and worldwide reach

Leverages combined capabilities to expand into complementary, high-growth international geographies, verticals, and client segments

Companies' combined footprint and advanced technology enables delivery of innovation at scale accessible through industry-leading distribution

Value proposition drives high recurring revenues;
significant operating leverage offers continued margin expansion opportunities from scalable technology

Accretive to pro forma adjusted net income per share in 2019 and thereafter

CINCINNATI and LONDON, August 9, 2017—The boards of directors of Vantiv, Inc. (NYSE: VNTV) and Worldpay Group plc (LSE: WPG) today announced that they have reached agreement on the terms of a recommended merger of Worldpay with Vantiv and Vantiv UK Limited (a subsidiary of Vantiv).

Under the terms of the merger, which have been further detailed today in an announcement issued under Rule 2.7 of the UK Takeover Code, Worldpay shareholders will be entitled to receive £0.55 cash for each Worldpay share held and 0.0672 of a New Vantiv share. Worldpay shareholders will also be entitled to elect to vary these proportions under a mix and match facility (subject to offsetting elections being made by other Worldpay shareholders). Vantiv and Worldpay shareholders are expected to own approximately 57% and 43%, respectively, of the combined company's shares upon closing.

In addition, Worldpay shareholders will be entitled to receive an interim dividend of 0.8 pence per Worldpay share, and a special dividend of 4.2 pence per Worldpay share, which is conditional on completion of the merger.

The transaction will create a company with an enterprise value of £22.2 billion or US$28.8 billion. It contemplates a premium of approximately 34% to Worldpay's six-month volume weighted average price, and ascribes Worldpay an enterprise value of approximately £9.3 billion or US$12.0 billion.

The combination will result in the creation of a leading global payment provider to power omni-commerce, with comprehensive products and capabilities spanning traditional merchants, integrated payments, and global eCommerce. The merger will combine two of the most capable payments businesses in the world, with strong pro-forma growth and profitability, creating a business model with recurring revenue, diversified customer base, significant global reach, and robust financial performance.

"This is a powerful combination that is strategically compelling for both companies. It joins two highly complementary businesses, and it will allow us to achieve even more together than either organization could accomplish on its own," said Charles Drucker, president and chief executive officer of Vantiv. "Our business will have multiple opportunities to enhance its leading growth profile, driven by our global eCommerce capabilities, the strength of our people and their consistent focus on execution. Our combined company will have unparalleled scale, a comprehensive suite of solutions, and the worldwide reach to make us the payments industry global partner of choice."

"This is a merger of two world class payment companies, which will create a global omni-commerce leader, with substantial opportunities to capitalize on the rapid evolution of payments," said Philip Jansen, chief executive officer of Worldpay. "The growth of eCommerce and the way consumers expect to transact is increasing complexity for businesses around the world. Our unique combination of scale, innovation, technology, and global presence will mean that we can offer more payment solutions to businesses, whether large or small, global or local, enabling them to meet consumers' increasing demands and helping them prosper."

Strategic Rationale

Unique combination of scale and global presence

- US$1.5 trillion in payment volume and 40 billion transactions processed through more than 300 payment methods in 146 countries and 126 currencies
- Based on the financial statements of Vantiv and Worldpay for the year ended 31 December 2016, the combined company would have pro forma net revenue of over US$3.2 billion and free cash flow generation of over US$1 billion
- Enhanced scale, leveraging its combined operations, technology infrastructure, and data analytics capabilities to deliver services that are cost effective and provide enhanced value to customers

Ability to capitalize on strategic and high-growth verticals

- Combination of a leading US payment provider and a leading UK payment provider to create a leading global eCommerce payment provider
- Creates a market leader in payment technology, who will be positioned to capitalize on strategic and high-growth verticals in the most attractive global markets
- Enhances ability of the combined company to strengthen and extend capabilities into attractive and high-growth vertical markets, taking advantage of the secular growth driven by increasing card adoption
- Creates ability for the combined company to extend capabilities into new and high-growth emerging markets

Integrated technology platform built for innovation and to manage complexity

- Complementary technology assets will provide a strong, integrated foundation for innovation and growth, enabled by Vantiv's agile and scalable US platform and Worldpay's flexible, highly advanced global platform
- Enhances the ability of the combined company to serve domestic and global markets
- Reduction in capital expenditure by harmonizing Vantiv and Worldpay's US technology platforms
- US and global technology platform will be developed, secured, and optimized by one of the industry's largest pools of engineering and technology talent

Powerful business model and financial profile

- Attractive business model and financial profile with recurring revenue, scalability and significant operating margins
- On a pro forma basis, assuming the merger had completed on 31 December 2016, the combined company would have US$1.5 billion of adjusted EBITDA, an EBITDA margin of 48%. and free cash flow generation of over US$1.0 billion
- Accretive to pro forma adjusted net income per share in 2019 and thereafter

Cost synergies will deliver significant value creation

- Substantial value creation for all shareholders through synergies that could not have been achieved independently of the merger
- Anticipated annual recurring pre-tax cost synergies of approximately $200 million to be fully realized by the end of the third year following completion of the merger

Capitalize on respective strengths to drive revenue opportunities

- Potential revenue opportunities to capitalize on high-growth and attractive market segments for the combined company including:
  - Adding Worldpay's leading global eCommerce capabilities to Vantiv's existing US eCommerce capabilities, establishing a leading global eCommerce platform will cross-sell opportunities
  - Transferring Vantiv's integrated payments technological know-how and capabilities to Worldpay's global merchant base

- Strengthening and extending capabilities into new and attractive vertical markets, for example, through faster deployment of Vantiv's B2B enterprise payment capabilities

The Combined Company

Following completion of the merger, Cincinnati, Ohio, will become the combined company's global and corporate headquarters and London, UK, will become its international headquarters. The combined company will be named "Worldpay".

To ensure a successful and smooth integration, the combined company will be led by Charles Drucker as Executive Chairman and Co-CEO. Reporting to Mr. Drucker will be Philip Jansen as Co-CEO, and Stephanie Ferris as CFO. Additional members of the combined company's executive team reporting to Mr. Drucker and Mr. Jansen will be announced at a later date.

The board of the combined company will consist of five Worldpay directors and eight Vantiv directors. Sir Michael Rake will serve as lead director and Jeffrey Stiefler will continue to serve on the board of the combined company in a non-executive capacity.

The merger is expected to close in early 2018, subject to customary closing conditions as well as regulatory approval and approval by shareholders of both Vantiv and Worldpay.

New Vantiv shares will be authorized for primary listing on the New York Stock Exchange subject to official notice of issuance. In addition, Vantiv will seek a secondary standard listing on the Main Market of the London Stock Exchange in relation to the New Vantiv shares following completion of the merger.

Morgan Stanley & Co. International plc and Credit Suisse are acting as financial advisors and Skadden, Arps, Slate, Meagher & Flom is acting as legal advisor to Vantiv. Goldman Sachs International and Barclays Bank plc (acting through its investment bank) are acting as financial advisors and Allen & Overy is acting as legal advisor to Worldpay.

About Vantiv

Vantiv (NYSE: VNTV) is the largest merchant and PIN debit acquirer in the US, based on number of transactions, processing 25 billion transactions and nearly $1 trillion in sales volume annually. A leading integrated payment processor, Vantiv offers a comprehensive suite of traditional and innovative payment processing and technology solutions to merchants and financial institutions of all sizes, enabling them to address their payment processing needs through a single provider.

Founded in 1971, Vantiv is using its scale, range of products and services, and technology to expand further into high-growth channels and verticals, including integrated payments, eCommerce, B2B payments, and merchant banking. Headquartered in Cincinnati, Ohio, Vantiv employs 3,700 people.

About Worldpay

Worldpay is a leading payments company with global reach. Worldpay provides an extensive range of technology-led payment products and services to around 400,000 customers, enabling their businesses to grow and prosper. Worldpay manages the increasing complexity of the payments landscape for its customers, allowing them to accept the widest range of payment types around the world. Using its network and technology, Worldpay is able to process payments across 146 countries and 126 currencies. Worldpay helps its customers to accept more than 300 different payment types.

Worldpay UK has approximately 39% market share in the UK and helps businesses of all sizes sell more to their customers by accepting card payments in-store, online, via mail or telephone, and on the move.

The UK merger announcement, which contains further information and the terms and conditions of the merger, can be found at the companies' respective investor relations websites.

Investor Calls

Joint investor conference calls regarding the transaction and the companies' respective earnings results will take place on Wednesday, August 9, 2017, at the following times:

- Conference Call 1: 4:00 a.m. EDT / 9:00 a.m. BST
  United States (Local): +1 724 928 9460
  United States (Toll Free): +1 855 442 0877
  United Kingdom (Local): 020 3059 8125
  All other locations: + 44 20 3059 8125
  Reference Conference Code: U.K. Analyst Call
- Conference Call 2: 8:00 a.m. EDT / 1:00 p.m. BST
  United States (Local): +1 724 928 9460
  United States (Toll Free): +1 855 442 0877
  United Kingdom (Local): 020 3059 8125
  All other locations: + 44 20 3059 8125
  Reference Conference Code: U.S. Analyst Call

During the call, a transaction slide presentation can be viewed at the companies' respective investor relations websites.

Enquiries

Investors

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Media

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Cautionary Statement Regarding Forward-Looking Statements

This press release contains forward-looking statements that are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in this press release are forward-looking statements including any statements regarding guidance and statements of a general economic or industry specific nature. Forward-looking statements give our current expectations and projections relating to our financial condition, results of operations, guidance, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "anticipate," "estimate," "expect," "project," "plan," "intend," "believe," "will," "may," "should," "can have," "likely" and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events.

The forward-looking statements contained in this press release are based on assumptions that we have made in light of our industry experience and our perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances. As you review and consider information presented herein, you should understand that these statements are not guarantees of future performance or results. They depend upon future events and are subject to risks, uncertainties (many of which are beyond our control) and assumptions. Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect our actual future performance or results and cause them to differ materially from those anticipated in the forward-looking statements. Certain of these factors and other risks are

discussed in our filings with the U.S. Securities and Exchange Commission (the "SEC") and include, but are not limited to: (i) our ability to adapt to developments and change in our industry; (ii) competition; (iii) unauthorized disclosure of data or security breaches; (iv) systems failures or interruptions; (v) our ability to expand our market share or enter new markets; (vi) our ability to identify and complete acquisitions, joint ventures and partnerships; (vii) failure to comply with applicable requirements of Visa, MasterCard or other payment networks or changes in those requirements; (viii) our ability to pass along fee increases; (ix) termination of sponsorship or clearing services; (x) loss of clients or referral partners; (xi) reductions in overall consumer, business and government spending; (xii) fraud by merchants or others; (xiii) a decline in the use of credit, debit or prepaid cards; (xiv) consolidation in the banking and retail industries; (xv) the effects of governmental regulation or changes in laws; (xvi) outcomes of future litigation or investigations; (xvii) uncertainties as to whether we will make a binding offer in connection with the transaction; (xviii) uncertainties as to the timing of the transaction; (xix) uncertainties as to whether the transaction will be completed; (xx) the possibility that shareholders or other third parties will file lawsuits challenging the transaction; (xxi) potential operating costs, customer loss and business disruption occurring prior to completion of the transaction or if the transaction is not completed; (xxii) the effect of the announcement of the transaction on our business relationships, operating results and business generally; (xxiii) the failure to satisfy conditions to completion of the transaction, including the receipt of all required regulatory approvals; and (xvi) difficulty in retaining certain key employees as a result of the transaction. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect, our actual results may vary in material respects from those projected in these forward-looking statements. More information on potential factors that could affect our financial results and performance is included from time to time in the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of our periodic reports filed with the SEC, including our most recently filed Annual Report on Form 10-K and its subsequent filings with the SEC.

Any forward-looking statement made by us in this press release speaks only as of the date of this press release. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

Additional Information

This press release may be deemed to be solicitation material in respect of the transaction, including the issuance of shares of our common stock in respect of the transaction. In connection with the foregoing proposed issuance of our common stock, we expect to file a proxy statement on Schedule 14A with the SEC. To the extent we effect the transaction as a Scheme of Arrangement under English law, the issuance of our common stock in the transaction would not be expected to require registration under the US Securities Act 1933 as amended, pursuant to an exemption provided by Section 3(a)(10) under the Securities Act. In the event that we determine to conduct the transaction pursuant to an offer or otherwise in a manner that is not exempt from the registration requirements of the Securities Act, we will file a registration statement with the SEC containing a prospectus with respect to our common stock that would be issued in the transaction. INVESTORS AND STOCKHOLDERS ARE URGED TO READ THE PROXY STATEMENT (INCLUDING THE SCHEME DOCUMENT) AND OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED WITH THE SEC CAREFULLY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT VANTIV, THE TRANSACTION AND RELATED MATTERS. Investors and stockholders will be able to obtain free copies of the proxy statement (including the Scheme Document) and other documents filed by us with the SEC at the SEC's website at http://www.sec.gov. In addition, investors and stockholders will be able to obtain free copies of the proxy statement (including the Scheme Document) and other documents filed by us with the SEC at http://investors.vantiv.com/.

Participants in the Solicitation

Vantiv and its directors, officers and employees may be considered participants in the solicitation of proxies from Vantiv's stockholders in respect of the transaction contemplated by this press release. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of Vantiv's stockholders in connection with the proposed transaction, including names, affiliations and a description of their direct or indirect interests, by security holdings or otherwise, will be set forth in the proxy statement and other relevant materials to be filed with the SEC. Information concerning the interests of Vantiv's participants in the solicitation, which may, in some cases, be different than those of Vantiv's stockholders generally, is set forth in the materials filed by Vantiv with the SEC, including in the proxy statement for Vantiv's 2017 Annual Meeting of Stockholders, which was filed with the SEC on March 15, 2017, as supplemented by other Vantiv filings with the SEC, and will be set forth in the proxy statement relating to the transaction when it becomes available.

No Offer or Solicitation

This press release is not intended to and shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote of approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Disclosure Requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in one per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day (as defined in the Code) following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day (as defined in the Code) following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in one per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day (as defined in the Code) following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the Offer Period commenced and when any offeror was first identified. If you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure, you should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129.

# # #

Exhibit 99.3

Combination of Vantiv and Worldpay

August 2017

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Safe Harbor Statement

No Offer or Solicitation

This presentation is not intended to and shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote of approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Forward-Looking Statements

This presentation contains forward-looking statements that are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in this presentation are forward-looking statements including any statements regarding guidance and statements of a general economic or industry specific nature. Forward-looking statements give our current expectations and projections relating to our financial condition, results of operations, guidance, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "anticipate," "estimate," "expect," "project," "plan," "intend," "believe," "will," "may," "should," "can have," "likely" and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events.

The forward-looking statements contained in this presentation are based on assumptions that we have made in light of our industry experience and our perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances. As you review and consider information presented herein, you should understand that these statements are not guarantees of future performance or results. They depend upon future events and are subject to risks, uncertainties (many of which are beyond our control) and assumptions. Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect our actual future performance or results and cause them to differ materially from those anticipated in the forward-looking statements. Certain of these factors and other risks are discussed in the Company's filings with the U.S. Securities and Exchange Commission (the "SEC") and include, but are not limited to: (i) our ability to adapt to developments and change in our industry; (ii) competition; (iii) unauthorized disclosure of data or security breaches; (iv) systems failures or interruptions; (v) our ability to expand our market share or enter new markets; (vi) our ability to identify and complete acquisitions, joint ventures and partnerships; (vii) failure to comply with applicable requirements of Visa, MasterCard or other payment networks or changes in those requirements; (viii) our ability to pass along fee increases; (ix) termination of sponsorship or clearing services; (x) loss of clients or referral partners; (xi) reductions in overall consumer, business and government spending; (xii) fraud by merchants or others; (xiii) a decline in the use of credit, debit or prepaid cards; (xiv) consolidation in the banking and retail industries; (xv) the effects of governmental regulation or changes in laws; (xvi) outcomes of future litigation or investigations; (xvii) uncertainties as to the timing of the transaction; (xviii) uncertainties as to whether the transaction will be completed; (xix) the possibility that shareholders or other third parties will file lawsuits challenging the transaction; (xx) potential operating costs, customer loss and business disruption occurring prior to completion of the transaction or if the transaction is not completed; (xxi) the effect of the announcement of the transaction on our business relationships, operating results and business generally; (xxii) the failure to satisfy conditions to completion of the transaction, including the receipt of all required regulatory approvals; and (xxiii) difficulty in retaining certain key employees as a result of the transaction. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect, our actual results may vary in material respects from those projected in these forward-looking statements. More information on potential factors that could affect the Company's financial results and performance is included from time to time in the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of the Company's periodic reports filed with the SEC, including the Company's most recently filed Annual Report on Form 10-K and its subsequent filings with the SEC.

Any forward-looking statement made by us in this presentation speaks only as of the date of this presentation. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

Important Additional Information and Where to Find It

This presentation may be deemed to be solicitation material in respect of the acquisition (the "Acquisition") of Worldpay Group plc ("Worldpay") by Vantiv, Inc. and its subsidiaries (together, the "Company"), including the issuance of shares of the Company's common stock in respect of the Acquisition. In connection with the foregoing issuance of the Company's common stock, the Company expects to file a proxy statement on Schedule 14A with the Securities and Exchange Commission (the "SEC"). To the extent the Company effects the Acquisition of Worldpay as a Scheme of Arrangement under United Kingdom law, the issuance of the Company's common stock in the Acquisition would not be expected to require registration under the Securities Act of 1933, as amended (the "Act"), pursuant to an exemption provided by Section 3(a)(10) under the Act. In the event that the Company determines to conduct the Acquisition pursuant to an offer or otherwise in a manner that is not exempt from the registration requirements of the Act, it will file a registration statement with the SEC containing a prospectus with respect to the Company's common stock that would be issued in the Acquisition. INVESTORS AND STOCKHOLDERS ARE URGED TO READ THE PROXY STATEMENT (INCLUDING THE SCHEME DOCUMENT) AND OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED WITH THE SEC CAREFULLY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY, THE ACQUISITION AND RELATED MATTERS. Investors and stockholders will be able to obtain free copies of the proxy statement (including the Scheme Document) and other documents filed by the Company with the SEC at the SEC's website at www.sec.gov. In addition, investors and stockholders will be able to obtain free copies of the proxy statement (including the Scheme Document) and other documents filed by the Company with the SEC at www.investors.vantiv.com.

Participants in the Solicitation

The Company and its directors, officers and employees may be considered participants in the solicitation of proxies from the Company's stockholders in respect of the transactions contemplated by this presentation. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the Company's stockholders in connection with the transactions, including names, affiliations and a description of their direct or indirect interests, by security holdings or otherwise, will be set forth in the proxy statement and other relevant materials to be filed with the SEC. Information concerning the interests of the Company's participants in the solicitation, which may, in some cases, be different than those of the Company's stockholders generally, is set forth in the materials filed by the Company with the SEC, including in the proxy statement for the Company's 2017 Annual Meeting of Stockholders, which was filed with the SEC on March 15, 2017, as supplemented by other Company filings with the SEC, and will be set forth in the proxy statement relating to the Acquisition when it becomes available.

Non-GAAP Financial Measures

This presentation contains estimated financial information that is unaudited and not presented in accordance with US Generally Accepted Accounting Principles (GAAP).

Such information includes financial information presented in accordance with International Financial Reporting Standards (IFRS); information relating to the combined financial data presented with the side-by-side financials; estimated efficiencies and run-rate savings; estimated synergies and efficiencies; and adjusted earnings per share, which excludes non-cash amortization of intangible assets. This information has been provided on a forward-looking basis pursuant to an exception for non-GAAP financial measures included in disclosures relating to a proposed business combination transaction, the entity resulting from the business combination transaction or an entity that is a party to the business combination transaction where the communication containing such disclosure is subject to the SEC's rules relating to communications applicable to business combination transactions. Investors should not place undue reliance on these measures and should carefully review the risks and uncertainties described in the cautionary statement relating to "Forward-Looking Statements" contained herein.

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Combination Summary

Structure and Exchange Ratio	• Combination creates a new global player with pro forma enterprise value of ~£22Bn / ~$29Bn • Vantiv offer for Worldpay represents ~£9.3Bn / ~$12.0Bn enterprise value • Worldpay shareholders will receive 55p in cash; and 0.0672 new Vantiv shares for each Worldpay share as well as an interim dividend of 0.8p and a special dividend of 4.2p per Worldpay share on completion of the merger • Committed financing has been obtained for the cash consideration in the transaction and to refinance certain debt • Vantiv will provide a mix and match facility to Worldpay shareholders
Ownership	• Pro-forma ownership: 57% Vantiv shareholders / 43% Worldpay shareholders • Buyback of 19.8MM Vantiv shares from Fifth Third Bank implies 4.9% ownership post transaction
Governance	• Charles Drucker to be Executive Chairman and Co-CEO • Philip Jansen to be Co-CEO, Stephanie Ferris to be CFO, each reporting to Charles Drucker • 13 member board, 8 to be designated by Vantiv and 5 to be designated by Worldpay
Name / Headquarters	• New company to be renamed Worldpay • Combined company to have global and corporate headquarters in Cincinnati, Ohio and international headquarters in London • Combined company common shares will trade on the NYSE with a secondary listing on the LSE
Closing Considerations	• Subject to customary closing conditions including regulatory and shareholder approvals • Transaction is expected to close in early 2018

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Presenters

Charles Drucker

Executive Chairman & Co-Chief Executive Officer

Philip Jansen

Co-Chief Executive Officer

Stephanie Ferris

Chief Financial Officer

Rick Medlock

Worldpay Chief Financial Officer

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Creating a Global Leader in Payments

Highly complementary capabilities will allow us to achieve more together

1 Establishes a Global eCommerce Leader	Creates a global leader in eCommerce with significant scale, differentiated products and worldwide reach
2 Expanding into High Growth Markets	Leveraging our combined capabilities in order to focus on new international geographies, verticals and client segments
3 Delivering Innovation at Scale	Global footprint and advanced technology enables us to deliver innovation at scale through our leading distribution
4 Significant Cost Synergies	Plan to achieve annual recurring pre-tax cost synergies of approximately $200 million by the end of the third year post close

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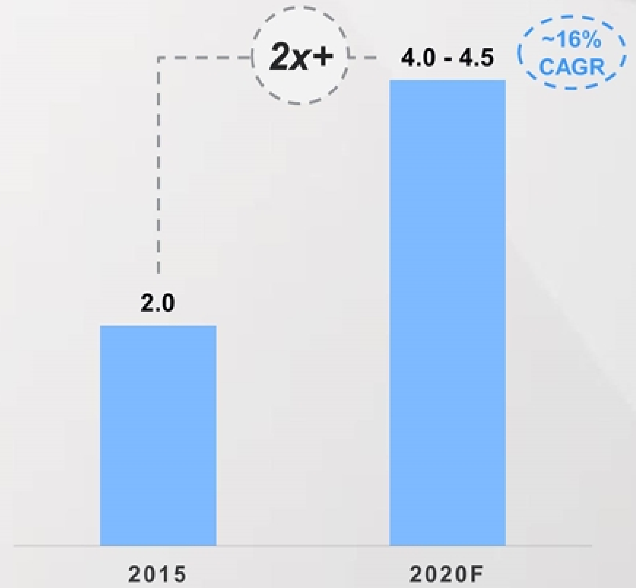
Digital Revolution Creates Opportunity

We are helping our clients navigate increasing complexity and drive commerce through payments…

…as technology drives global eCommerce growth



Source McKinsey & Company

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Creating a Global Leader in eCommerce

eCommerce Leader Spanning U.S. + U.K. and Rest of World

Proven ability to partner with merchants to **drive revenue growth**

Global network and reach supporting 300+ payment types across 146 countries and 126 currencies

Differentiated and advanced **technology**

Consumer insights through data & analytics and value added services

vantiv

Combination extends ability to support eCommerce clients worldwide

One-stop shop for all omni-commerce needs

Empower merchants to cut through complexity

Enable clients to access new geographies and markets

Unified view of data globally across all channels

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Expanding Integrated Payments

vantiv

Pioneer in integrated payments with leading capabilities

VANTIV INTEGRATED PAYMENTS ECOSYSTEM

Accelerating adoption of integrated payments continues to drive strong growth in the U.S.

Continue to grow business with SMBs in the U.S.

Follow Vantiv's U.S. clients and partners as they expand **overseas**

Penetrate Worldpay's deep SMB customer base in the U.K.

Springboard to expand presence across Europe

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Enhancing Our Deep Vertical Expertise

Aggressively expanding into high growth verticals (e.g. B2B, Digital, Health)

Increasing card adoption driving secular growth with anticipated outsized benefits in high growth verticals

Leading capabilities with deep expertise across a broad range of key verticals

Focus on expansion in high growth verticals

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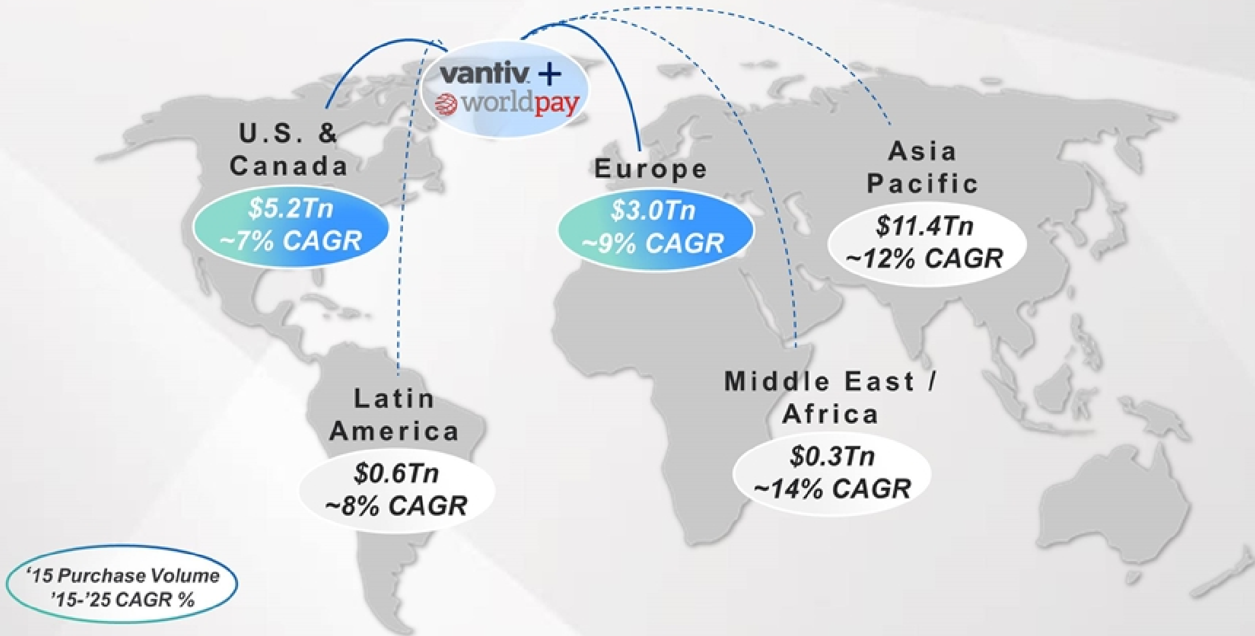
Creates a Global Platform for International Expansion

A Leader in the Deepest and Most Attractive Markets



Emerging markets will drive 75% of global card volume growth over the next 10 years

Source The Nilson Report (January 2017, issue 1102), McKinsey & Company

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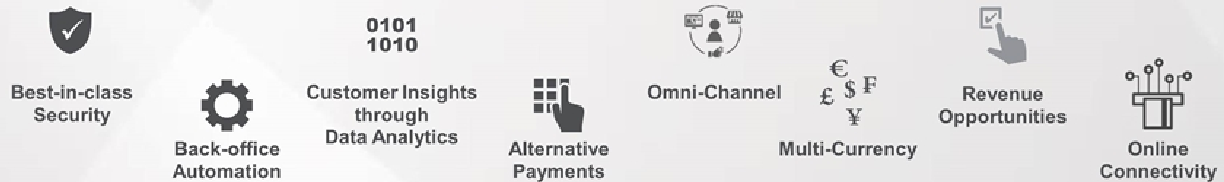
Delivering Innovation at Scale

UNMATCHED SCALE

#1 Global acquirer[1] | **~$1.5Tn** in payments volume | **Leading** cost efficiency

SEAMLESS INTEGRATED TECHNOLOGY



COMPREHENSIVE DIFFERENTIATED SOLUTION SET

- Best-in-class Security
- Back-office Automation
- Customer Insights through Data Analytics
- Alternative Payments
- Omni-Channel
- Multi-Currency
- Revenue Opportunities
- Online Connectivity

GLOBAL PARTNER OF CHOICE

Note
1. Based on number of transactions; analysis of data published in The Nilson Report, issues 1095 (September 2016), 1105 (March 2017) and 1110 (May 2017)

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Creating a Global Omni-Commerce Leader

Highly complementary capabilities will allow us to achieve more together

Note
1. Based on number of transactions; analysis of data published in The Nilson Report, issues 1095 (September 2016), 1105 (March 2017) and 1110 (May 2017)

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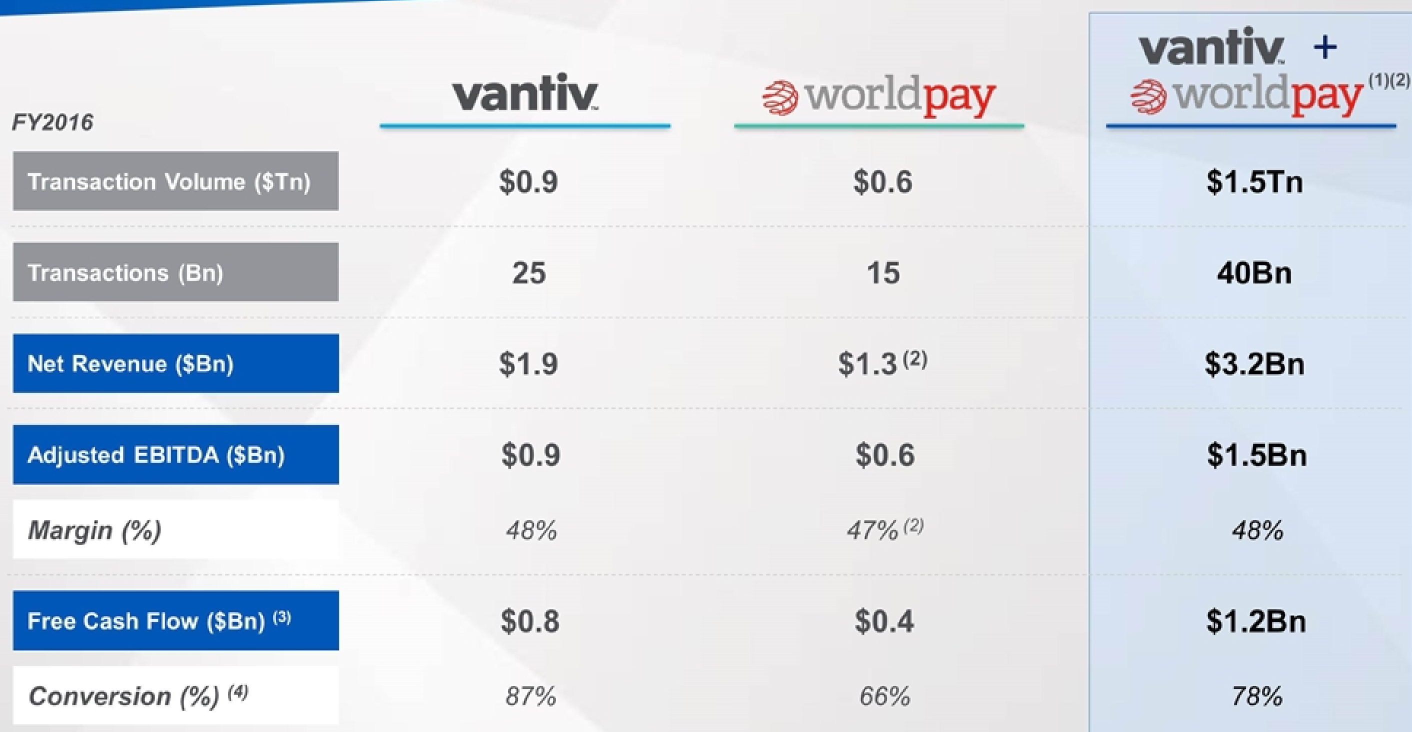
Compelling Financial Profile

Before Synergies



FY2016	vantiv	worldpay	vantiv + worldpay [1][2]
Transaction Volume ($Tn)	$0.9	$0.6	$1.5Tn
Transactions (Bn)	25	15	40Bn
Net Revenue ($Bn)	$1.9	$1.3 [2]	$3.2Bn
Adjusted EBITDA ($Bn)	$0.9	$0.6	$1.5Bn
Margin (%)	*48%*	*47%* [2]	*48%*
Free Cash Flow ($Bn) [3]	$0.8	$0.4	$1.2Bn
Conversion (%) [4]	*87%*	*66%*	*78%*

Notes: in certain cases, numbers are rounded; assumes ~1.3 GBP to USD exchange rate

1. Figures shown are pro forma for combined company
2. Worldpay for illustrative purposes only; net revenue reflects reported gross profit for comparable reporting conventions to Vantiv; Underlying EBITDA shown for Worldpay, margin shown after taking into effect net revenue to gross profit adjustment
3. Free cash flow defined as Adjusted EBITDA – Capex
4. Free cash flow conversion defined as (Adjusted EBITDA – Capex) / Adjusted EBITDA

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Generating Significant Shareholder Value

Revenue Opportunities	• Establishes a leading global eCommerce platform with **cross-sell opportunities** • Enhances ability to **strengthen and extend capabilities** into **attractive and high-growth markets, geographies and verticals**
Significant Cost Synergies	• Estimated annual recurring pre-tax **cost synergies of ~$200 million** by the end of the third year post close • Majority of cost synergies to come from harmonizing combined company's U.S. platforms and streamlining corporate costs
EPS Accretion	• **Accretive** to pro forma adjusted net income per share in 2019 and thereafter • Share buyback of 19.8MM Vantiv shares to reduce Fifth Third's stake to 4.9% post transaction
Free Cash Flow Conversion	• **78%** free cash flow conversion[1], generating **greater than $1Bn** of free cash flow • Creates opportunities to strategically deploy capital going forward
Balance Sheet	• Combined gross leverage of 4.9x and net leverage of 4.6x LTM Adjusted EBITDA [2] • Strong credit profile with target of de-levering to a 4.0x debt to EBITDA leverage ratio over the next 12-18 months

Notes

1. Free cash flow conversion defined as (Adjusted EBITDA – Capex) / Adjusted EBITDA
2. Gross and net leverage; Includes $200MM of run-rate synergies; LTM defined as Last Twelve Month period (H1 2017 + 2016 FY – H1 2016)

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Powerful Business Model & Financial Profile

Highly Recurring Revenue	• Value proposition drives high recurring revenues • Enviable client base with high retention rates and limited customer concentration
Robust Organic Growth Profile	• Strong secular growth in electronic payments • Broad footprint across high growth markets supports sustained organic growth
Significant Operating Leverage	• Industry-leading margin profile • Continued margin expansion opportunities from scalable technology • Provides ability to drive continued earnings growth
Strategic Capital Allocation	• High free cash flow conversion provides ample flexibility to deploy capital • Ability to strategically enhance footprint, distribution and technological capabilities

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Vantiv's Second Quarter 2017 Financial Results and Highlights

	2Q 2017 Performance	YTD 2017 Performance
Transactions (MM)	**6,587**	**12,862**
Growth (%)	*7%*	*7%*
Net Revenue ($MM)	**$530**	**$1,000**
Growth (%)	*10%*	*10%*
Adjusted EBITDA[1] ($MM)	**$256**	**$466**
Margin (%)	*48%*	*47%*
Pro Forma Adjusted Net Income[1] ($MM)	**$165**	**$299**
Growth (%)	*19%*	*20%*
Pro Forma Adjusted Net Income Per Share[1] ($)	**$0.83**	**$1.52**
Growth (%)	*19%*	*21%*

Note: Growth is year over year; in certain cases, numbers are rounded
1. See reconciliation in the appendix

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Vantiv's Third Quarter 2017 and Full Year 2017 Guidance

	3Q 2017 Guidance	FY 2017 Guidance
Net Revenue ($MM)	**$544 – $554**	**$2,100 – $2,120**
Growth (%)	*11% – 13%*	*10% – 11%*
GAAP Net Income Per Share ($)	**$0.41 – $0.43**	**$1.31 – $1.36**
Growth (%)	*0% – 5%*	*(1) % – 3%*
Pro Forma Adjusted Net Income Per Share ($)	**$0.88 – $0.90**	**$3.31 – $3.36**
Growth (%)	*24% – 27%*	*21% – 23%*

Note: Growth is year over year; in certain cases, numbers are rounded

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Worldpay's Strong Performance in the First Half of 2017

- **Continued strong progress** across the business
- **Robust financial performance** against tough first half comparatives
- **Acceleration** of our **technology, innovation and product development**
- **Continued successful boarding and migration** of customers onto the new acquiring platform
- **Strengthening** customer **relationships** and market **reach**
- **Well positioned** to deliver **sustainable strong growth**; medium-term net revenue guidance unchanged

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Worldpay's First Half of 2017 Financial Results and Highlights

	HY2017	vs HY2016
Transaction Value (£Bn)	£241.4	*+11%*
Net Revenue (£MM)	£601	*+11%*
Gross Profit (£MM)	£524	*+11%*
Underlying EBITDA (£MM)	£248	*+14%*
Free Cash Flow (£MM)	£60	*-£23*

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Worldpay's Divisional Performance

	Global eCom	Worldpay UK	Worldpay US
Net Revenue (£MM)	**£221**	**£219**	**£161**
Growth (%)	*17%*	*2%*	*18%*[1]
% of Total	*37%*	*36%*	*27%*
Underlying EBITDA (£MM)	**£127**	**£95**	**£38**
Growth (%)	*20%*	*2%*	*27%*[2]
% of Total	*51%*[3]	*38%*[3]	*15%*[3]

Highlights

Global eCom

- Substantial growth in Latin America and APAC regions, supported by strengthening of our global capabilities
- Robust growth across verticals, particularly Retail and Airlines
- Customer pipeline remains strong: retentions, expansions and wins including Vanilla Air, Hobby King, Televisa and COPA

Worldpay UK

- Good progress on strategy: delivering further value added products and better outcomes for customers
- Resilient performance against very strong 1H16; reflects scheme fee increases and consumer spend trends
- Expect strong H2, primarily driven by changes in sales strategy, pricing and take-up of value-added products and services

Worldpay US

- Further progress in building a stronger business
- Improved operational effectiveness
- NPS up 5 percentage points
- Strengthened product delivery with positive feedback on WPUS developer tools
- Leadership team further strengthened and further progress in rebuilding sales capability

Notes

1. 3% growth on a constant currency basis (H12016: $195.9MM)
2. 12% growth on a constant currency basis (H12016: $43.1MM)
3. Corporate costs of £12.0m account for (5)% of Group underlying EBITDA

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Creating a Global Leader in Payments

Highly complementary capabilities will allow us to achieve more together

1 Establishes a Global eCommerce Leader	Creates a global leader in eCommerce with significant scale, differentiated products and worldwide reach
2 Expanding into High Growth Markets	Leveraging our combined capabilities in order to focus on new international geographies, verticals and client segments
3 Delivering Innovation at Scale	Global footprint and advanced technology enables us to deliver innovation at scale through our leading distribution
4 Significant Cost Synergies	Plan to achieve annual recurring pre-tax cost synergies of approximately $200 million by the end of the third year post close

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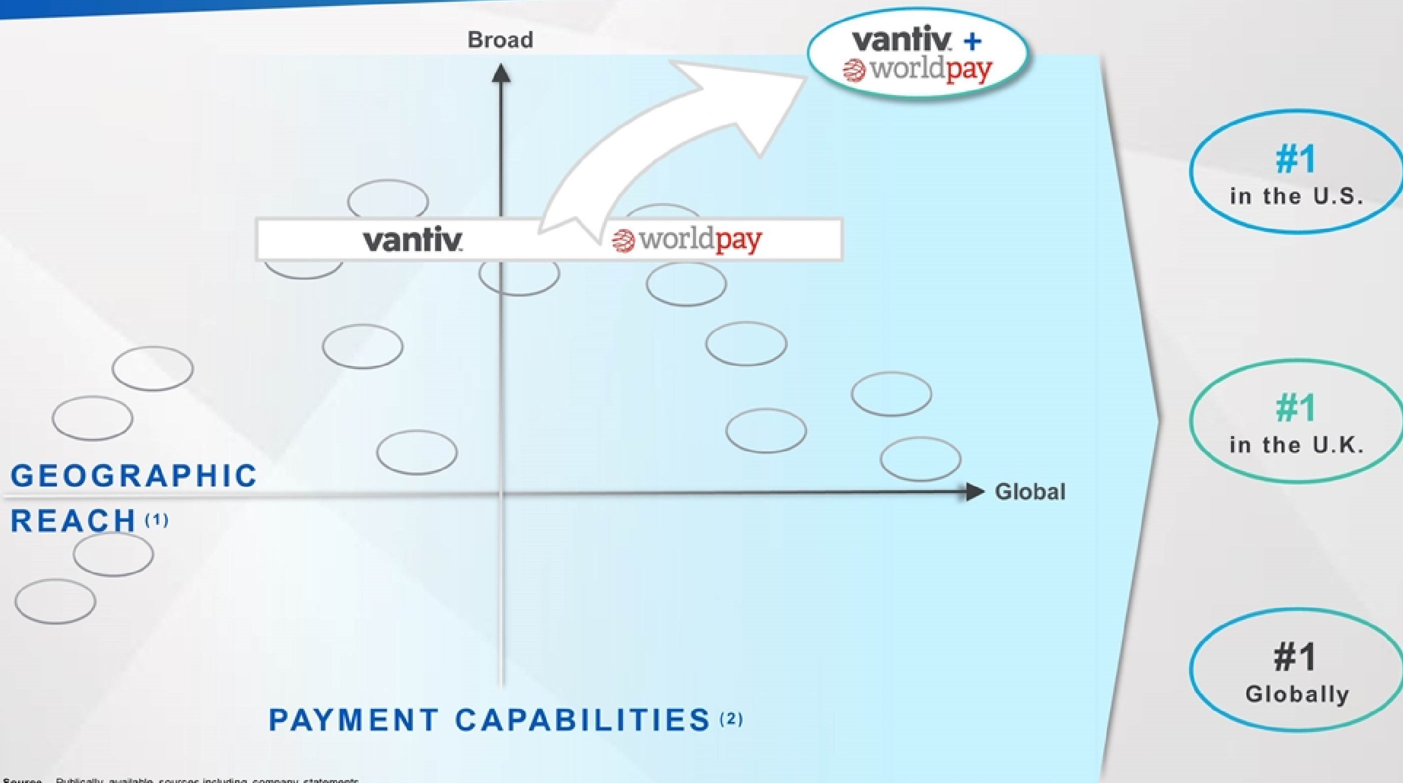
Creating a Global Leader in Payments



Source Publically available sources including company statements

Notes

1. Indicative representation of number of countries where the player has an office, number of countries where transactions are processed (or number of currencies processed)
2. Indicative representation of position across the value chain (hardware, merchant acquiring, issuer processing, eCom gateway, etc.); Omni channel capabilities (online and offline); value added services (analytics, risk and fraud, etc.)

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Appendix

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Vantiv's Non-GAAP Reconciliation

		Year Ended 12/31/2012	Year Ended 12/31/2013	Year Ended 12/31/2014	Year Ended 12/31/2015	Year Ended 12/31/2016	Quarter Ended 6/30/2016	Quarter Ended 6/30/2017
Per 10-K / 10-Q	**EBITDA**	$ 372.8	$ 518.3	$ 589.9	$ 680.0	$ 802.3	$ 208.3	$ 228.7
	Transition Costs (a)	0.6	0.6	0.1	0.0	0.0	0.0	0.0
	Debt refinancing and hedge term costs (b)	86.7	20.0	26.5	0.0	0.0	0.0	0.0
	Share based compensation	33.4	29.7	42.2	30.5	35.9	7.9	10.9
	Acquisition and Integration Costs (c)	10.4	14.5	38.4	62.6	37.6	12.4	13.2
	Network Compliance Fee (d)	6.0	0.0	0.0	0.0	0.0	0.0	0.0
	Non Operating Income Expense (e)	0.0	0.0	(26.7)	31.3	36.3	4.7	3.4
	Adjusted EBITDA	$ 509.8	$ 583.1	$ 670.4	$ 804.4	$ 912.0	$ 233.3	$ 256.2
Comparability Adjustments	Depreciation and Amortization (f)	(43.1)	(60.5)	(76.5)	(85.5)	(79.2)	(18.0)	(24.1)
	Interest Expense (g)	(54.6)	(40.9)	(79.7)	(105.7)	(109.5)	(26.1)	(29.8)
	Taxes (h)	(158.7)	(185.4)	(187.7)	(220.7)	(260.4)	(68.1)	(68.8)
	Tax Adjustments (i)	6.5	24.3	46.5	58.2	76.2	18.1	31.6
	JV Non-Controlling Interest (j)	0.0	0.0	(0.6)	(1.5)	(1.2)	(0.7)	(0.4)
	Pro Forma Adjusted Net Income	$ 260.0	$ 320.5	$ 372.4	$ 449.1	$ 537.8	$ 138.4	$ 164.7
	Adjusted Shares Outstanding	213.8	206.0	199.2	200.9	197.2	197.3	197.6
	Pro Forma Adjusted Net Income Per Share	$ 1.22	$ 1.56	$ 1.87	$ 2.24	$ 2.73	$ 0.70	$ 0.83

Note: Dollars and shares in millions, except Pro Forma Adjusted Net Income Per Share; in certain cases, numbers are rounded

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Vantiv's Non-GAAP Reconciliation

(a) Transition costs include costs associated with our separation transaction from Fifth Third Bank, including costs incurred for our human resources, finance, marketing and legal functions and severance costs; consulting fees related to non-recurring transition projects; expenses related to various strategic and separation initiatives; depreciation and amortization charged to us by Fifth Third Bank under our transition services agreement; and compensation costs related to payouts of a one-time signing bonus to former Fifth Third Bank employees transferred to us as part of our transition deferred compensation plan.

(b) Primarily includes non-operating expenses incurred with the refinancing of our debt in May 2011, March 2012, May 2013, June 2014, and October 2016 as well costs associated with the early termination of our interest rate swaps in March 2012.

(c) Acquisition and integration costs include fees incurred in connection with our acquisitions, including legal, accounting and advisory fees as well as consulting fees for conversion and integration services and charges related to employee termination benefits and other transition activities.

(d) MasterCard assessed a change of control compliance fee to the company of $6.0 million as a result of our IPO.

(e) For 2017, 2016 and 2015, primarily relates to the change in fair value of a TRA entered into as part of the acquisition of Mercury. The 2014 amount relates to a benefit recorded as a result of a reduction in certain TRA liabilities, partially offset by the change in fair value of a TRA entered into as part of the acquisition of Mercury.

(f) For periods prior to 2012, amounts represent depreciation expense associated with the company's property and equipment, assuming that the company's property and equipment at December 31, 2011 was in place on January 1, 2009. For periods subsequent to 2011, amounts represent the company's depreciation and amortization expense adjusted to exclude amortization of intangible assets acquired through business combinations and customer portfolio and related asset acquisitions. The twelve months ended December 31, 2014 also includes the write-down of a trade name of $34.3 million.

(g) For periods prior to 2012, amounts represent interest expense associated with the company's level of debt, assuming the level of debt and applicable terms at December 31, 2011 was outstanding on January 1, 2009.

(h) Represents adjustments to income tax expense to reflect an effective tax rate of 34.0% for 2017, 36% for 2016 and 2015, 36.5% for 2014 and 38.5% for all other periods presented, assuming the conversion of the Class B units of Vantiv Holding into shares of Class A common stock, including the tax effect of the adjustments described above.

(i) Represents tax benefits due to the amortization of intangible assets and other tax attributes resulting from or acquired with our acquisitions, and to the tax basis step up associated with our separation from Fifth Third Bank and the purchase or exchange of Class B units of Vantiv Holding, net of payment obligations under tax receivable agreements.

(j) Represents the non-controlling interest, net of pro forma income tax expense, associated with a consolidated joint venture formed in May 2014.

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