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

FORM 8-K

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

Date of Report (Date of earliest event reported): April 2, 2018 (March 30, 2018)

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

Delaware
(State of incorporation)

001-35462
(Commission File Number)

26-4532998
(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 January 16, 2018, Worldpay, Inc., (the “Company”), completed its acquisition (the “Acquisition”) of all of the outstanding shares of Worldpay Group Limited, formerly Worldpay Group plc.

On March 30, 2018, in connection with the Acquisition, Vantiv, LLC and Vantiv Issuer Corp., subsidiaries of the Company (together, the “Issuers”), and certain subsidiaries of Vantiv, LLC (together, the “Guarantors”) entered into a Second Supplemental Indenture (the “Second Supplemental Indenture”) with respect to the Indenture, dated as of December 21, 2017, by and among the Issuers and BNYM Corporate Trustee Services Limited, as trustee (the “Indenture”). The Second Supplemental Indenture provides that each of the Guarantors agrees to guarantee the Issuers’ obligations under the \$500 million aggregate principal amount of 4.375% senior unsecured notes due 2025 and the £470 million aggregate principal amount of 3.875% senior unsecured notes due 2025 issued pursuant to the Indenture.

The foregoing description of the Second Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the Second Supplemental Indenture, which is attached as Exhibit 4.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	Second Supplemental Indenture, dated March 30, 2018, by and among Vantiv, LLC, Vantiv Issuer Corp., certain subsidiaries of Vantiv, LLC party thereto and BNYM Corporate Trustee Services Limited, as trustee.

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	<u>Second Supplemental Indenture, dated March 30, 2018, by and among Vantiv, LLC, Vantiv Issuer Corp., certain subsidiaries of Vantiv, LLC party thereto and BNYM Corporate Trustee Services Limited, as trustee.</u>

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.

Dated: April 2, 2018

WORLDPAY, INC.

By: /s/ NELSON F. GREENE

Name: Nelson F. Greene

Title: Chief Legal Officer and Corporate Secretary

SECOND SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture") dated as of March 30, 2018, among (i) BIBIT SECURE INTERNET PAYMENTS INC., a Delaware corporation, SHIP US HOLDCO, INC., a Delaware corporation, WORLDPAY US, INC., a Georgia corporation, WORLDPAY US HOLDCO INC., a Delaware corporation and WORLDPAY SF, INC., a Delaware corporation, each a Subsidiary (each a "Post-Completion Date Guarantor" and collectively, the "Post-Completion Date Guarantors"), (ii) VANTIV, LLC, a Delaware limited liability company (the "Issuer") and VANTIV ISSUER CORP., a Delaware corporation (the "Co-Issuer" and, together with the Issuer, the "Issuers") and (iii) BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED, as Trustee.

WITNESSETH:

WHEREAS the Issuers have heretofore executed an Indenture dated as of December 21, 2017 (the "Indenture"), providing for the issuance of the Notes by the Issuers and, together with certain subsidiaries of the Issuer, have executed a First Supplemental Indenture to the Indenture dated as of January 16, 2018;

WHEREAS, Section 10.01 of the Indenture provides that the Post-Completion Date Guarantors shall execute and deliver to the Trustee a supplemental indenture pursuant to which each Post-Completion Date Guarantor shall unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture; and

WHEREAS pursuant to Section 9.01 of the Indenture, the Issuers and the Trustee are authorized to execute and deliver this Supplemental Indenture without the consent of any Holder;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, each Post-Completion Date Guarantor, the Issuers and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. Guarantee. Each Post-Completion Date Guarantor hereby agrees, jointly and severally, to fully and unconditionally guarantee the Issuers' obligations under the Notes on the terms and subject to the conditions set forth in Article X of the Indenture and all the other applicable provisions of the Indenture and the Notes.
2. Agreement to be Bound. Each Post-Completion Date Guarantor hereby shall be a party to the Indenture as a Guarantor and as such shall have all of the rights of, be subject to all of the obligations and agreements of and be bound by all of the provisions applicable to a Guarantor of the Notes under the Indenture and the Notes.
3. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered shall be bound hereby.

4. Governing Law. This Supplemental Indenture and the rights and duties of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

5. Trustee Makes No Representation. The Trustee makes no representation as to the validity, adequacy or sufficiency of this Supplemental Indenture. The recitals and statements herein are deemed to be those of the Issuers and the Post-Completion Date Guarantors and not those of the Trustee, and the Trustee assumes no responsibility for their correctness.

6. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

7. Effect of Headings; Certain Definitions. The Section headings herein are for convenience only and shall not affect the construction thereof. Any capitalized term used but not otherwise defined herein shall have the meaning set forth in the Indenture.

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

BIBIT SECURE INTERNET PAYMENTS INC.

By: /s/ Jared M. Warner
Name: Jared M. Warner
Title: Assistant Secretary

SHIP US HOLDCO, INC.

By: /s/ Jared M. Warner
Name: Jared M. Warner
Title: Assistant Secretary

WORLDPAY US, INC.

By: /s/ Jared M. Warner
Name: Jared M. Warner
Title: Assistant Secretary

WORLDPAY US HOLDCO INC.

By: /s/ Jared M. Warner
Name: Jared M. Warner
Title: Assistant Secretary

WORLDPAY SF, INC.

By: /s/ Jared M. Warner
Name: Jared M. Warner
Title: Assistant Secretary

VANTIV, LLC

By: /s/ Nelson F. Greene

Name: Nelson F. Greene

Title: Chief Legal Officer and Corporate Secretary

VANTIV ISSUER CORP.

By: /s/ Nelson F. Greene

Name: Nelson F. Greene

Title: Chief Legal Officer and Corporate Secretary

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED,
as Trustee

By: /s/ Charlotte Davidson

Name: Charlotte Davidson

Title: Vice President