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**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)**

CR-2017-007591

MR JUSTICE ZACAROLI

11 JANUARY 2018

IN THE MATTER OF WORLDPAY GROUP PLC

- and -

IN THE MATTER OF THE COMPANIES ACT 2006



**ORDER
sanctioning the Scheme of Arrangement**

UPON THE ADJOURNED APPLICATION by Part 8 Claim Form issued on 13 November 2017 of the above named Worldpay Group plc (the **Company**) whose registered office is situated at The Walbrook Building, 25 Walbrook, London, United Kingdom, EC4N 8AF

AND UPON HEARING Martin Moore QC, Counsel for the Company

AND UPON READING the Claim Form and the evidence

AND UPON each of Vantiv, Inc. and Vantiv UK Limited appearing by Counsel for the Company (being its counsel for this purpose) and undertaking to be bound by the Scheme of Arrangement hereinafter sanctioned and to execute and do, or procure to be executed and done, all such documents, acts and things as may be necessary or desirable to be executed or done by it or on its behalf for the purpose of giving effect to the Scheme of Arrangement

THE COURT HEREBY SANCTIONS the Scheme of Arrangement set out in the Schedule to this Order

AND IT IS ORDERED that this Order be produced to the Registrar of Companies and that a copy of it be delivered to him



PART SIX

THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)

CR-2017-007591

IN THE MATTER OF WORLDPAY GROUP PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT

(under Part 26 of the Companies Act 2006)

between

WORLDPAY GROUP PLC

AND

THE HOLDERS OF THE SCHEME SHARES

(as defined below)



PRELIMINARY

(A) In this Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

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| Bidco | Vantiv UK Limited, a newly-incorporated English company with registered number 10889371; |
| business day | a day (other than a Saturday, Sunday or public or bank holiday) on which clearing banks in London are generally open for normal business; |
| Cash Election | has the meaning given in clause 4(C)(iii); |
| certificated or in certificated form | in relation to a Scheme Share, one which is not in uncertificated form (that is, not in CREST); |
| Code | the City Code on Takeovers and Mergers; |
| Companies Act | the Companies Act 2006, as amended; |
| Computershare | Computershare Investor Services PLC; |
| Conditions | the conditions to the implementation of the Merger, as set out in Part Three of the Scheme Document; |
| Court | the High Court of Justice in England and Wales; |
| Court Hearing | the hearing of the Court at which the Court Order will be sought; |

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| Court Meeting | the meeting of Scheme Shareholders (and any adjournment of such meeting) convened pursuant to an order of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving (with or without modification) this Scheme; |
| Court Order | the order of the Court sanctioning the Scheme under section 899 of the Companies Act; |
| CREST | the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with the relevant system (as defined in the Regulations) of which Euroclear is the Operator (as defined in the Regulations); |
| CTCNA | Computershare Trust Company N.A., a federally chartered trust company having its principal office and place of business at 250 Royall Street, Canton, Massachusetts, as custodian for Computershare in connection with the Vantiv DIs; |
| DRS or the Direct Registration System | a system that allows electronic direct registration of securities in an investor's name on the books for the transfer agent or issuer, and allows shares to be transferred between a transfer agent and broker electronically; |
| DTC | The Depository Trust Company, wholly owned subsidiary of The Depository Trust and Clearing Corporation; |
| Effective | the Scheme having become effective pursuant to its terms, upon the delivery of the Court Order to the Registrar of Companies; |
| Effective Date | the date on which this Scheme becomes Effective in accordance with its terms; |
| Election Restricted Jurisdiction | any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if a Worldpay Shareholder resident in such jurisdiction is offered the right to make an election under the Mix and Match Facility; |
| Election Restricted Shareholders | Restricted Shareholders and Worldpay Shareholders with registered addresses in, or who are resident and/or located in, one or more Election Restricted Jurisdiction; |
| Election Return Date | 12 January 2018 or such other date as may be announced by Worldpay to a Regulatory Information Service (with such announcement being made available on Vantiv's and Worldpay's websites at www.vantiv.com and www.investors.worldpay.com , respectively, and communicated to Worldpay Shareholders at around the same date as such announcement), such announcement being made prior to a date that would, absent such an announcement, be the Election Return Date; |
| Election Return Time | 6.00 p.m. on the Election Return Date; |
| Electronic Election | a Transfer to Escrow instruction made in respect of the Mix and Match Facility by a Scheme Shareholder who holds Scheme Shares in uncertificated form immediately prior to the Election Return Time in accordance with the procedure detailed in Part Five of the Scheme Document; |
| Euroclear | Euroclear UK & Ireland Limited; |

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| Form of Election | the form of election in respect of the Mix and Match Facility to be despatched to Worldpay Shareholders together with the Scheme Document; |
| holder | a registered holder and includes any person(s) entitled by transmission; |
| Latest Practicable Date | 24 November 2017; |
| Merger | the recommended acquisition by Vantiv and Bidco of the entire issued and to be issued ordinary share capital of Worldpay to be effected by means of this Scheme (and, where the context admits, any subsequent revision, variation, extension or renewal of the Scheme); |
| Mix and Match Facility | the facility provided for in clause 4 under which a Scheme Shareholder (other than an Election Restricted Shareholder) may elect, subject to elections of other Scheme Shareholders, to receive more cash or more New Vantiv Shares in respect of his Scheme Shares than he would receive absent such an election; |
| New Vantiv Shares | the Vantiv Shares proposed to be issued by Vantiv, credited as fully paid, as part consideration for the Merger; |
| Panel | the Panel on Takeovers and Mergers; |
| Registrar of Companies | the registrar of companies in England and Wales; |
| Regulations | the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended; |
| Regulatory Information Service | an information service authorised from time to time by the Financial Conduct Authority for the purposes of disseminating regulatory announcements; |
| Relevant Share Elections | has the meaning given in clause 4(L)(ii)(c)(A); |
| Restricted Jurisdictions | 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; |
| Restricted Shareholders | Worldpay Shareholders with registered addresses in, or who are resident and/or located in, one or more Restricted Jurisdictions; |
| Scheme | this scheme of arrangement in its present form or with or subject to any modification, addition or condition which Worldpay, Vantiv and Bidco each agree and which is approved or imposed by the Court; |
| Scheme Document | the circular dated 28 November 2017 sent by Worldpay to Worldpay Shareholders and persons with information rights, of which this Scheme forms a part; |
| Scheme Record Time | 6.00 p.m. on 12 January 2018, or such later time as Vantiv, Bidco and Worldpay may agree before the Court Hearing; |
| Scheme Shareholders | holders of Scheme Shares at any relevant date or time; |
| Scheme Shares | the Worldpay Shares which are: <ul style="list-style-type: none"> (i) in issue at the date of the Scheme Document; |

- (ii) issued after the date of the Scheme Document and before the Voting Record Time; and
- (iii) issued at or after the Voting Record Time and before the Scheme Record Time either on terms that the original or any subsequent holders of such shares shall be bound by the Scheme or in respect of which their holders are, or have agreed in writing to be, bound by the Scheme,

and, in each case, remaining in issue at the Scheme Record Time but excluding any Worldpay Shares held in treasury at any relevant date or time and any Worldpay Shares registered in the name of or beneficially owned by any member of the Vantiv Group, its nominees or any persons acting in concert with Vantiv for the purposes of the Code at any relevant date or time;

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| Share Election | has the meaning given in clause 4(C)(iii); |
| Transfer Agent | the transfer agent appointed by Vantiv from time to time; |
| uncertificated or in uncertificated form | in relation to a Scheme Share, one which is recorded on the relevant register as being held in uncertificated form in CREST; |
| Vantiv | Vantiv, Inc., a company incorporated in Delaware with its principal executive office at 8500 Governor's Hill Drive, Symmes Township, OH 45249, United States; |
| Vantiv DI | a dematerialised depositary interest representing New Vantiv Shares issued by Computershare whereby Computershare will hold New Vantiv Shares, represented by book-entry interests in the DTC system, via CTCNA as its custodian, on trust for the CREST member to whom it has issued a depositary interest; |
| Vantiv Group | Vantiv and its direct and indirect subsidiaries from time to time (including Bidco); |
| Vantiv Shares | the shares of Class A common stock of par value US\$0.00001 each in the share capital of Vantiv; |
| Voting Record Time | 6.30 p.m. on the day which is two days before the date of the Court Meeting or, if the Court Meeting is adjourned, 6.30 p.m. on the day which is two days before the date of such adjourned meeting, in each case excluding any day that is not a business day; |
| Worldpay | Worldpay Group plc, incorporated in England and Wales with registered number 08762327; |
| Worldpay CVRs | the non-voting redeemable contingent value right shares with a par value of £1.8475 each in the capital of Worldpay; |
| Worldpay's Registrar | Equiniti Limited; |
| Worldpay Shareholders | the holders of Worldpay Shares; |
| Worldpay Shares | the ordinary shares of 3 pence each in the capital of Worldpay; and |

(B) References to clauses, sub-clauses and paragraphs are to clauses, sub-clauses and paragraphs of this Scheme.

(C) The issued share capital of Worldpay as at the Latest Practicable Date was £60,000,000, divided into 2,000,000,000 ordinary shares of 3 pence each, all of which were credited as fully paid and 1,000,000 Worldpay CVRs, which are not subject to the Scheme. Worldpay does not hold any shares in treasury.

- (D) As at the Latest Practicable Date, no member of the Vantiv Group holds any Worldpay Shares.
- (E) Vantiv and Bidco have, subject to the satisfaction or, where capable, waiver of the Conditions, agreed to appear by Counsel at the hearing to sanction this Scheme and to undertake to the Court to be bound by the provisions of this Scheme and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it to give effect to this Scheme.
- (F) References to times are to London time.

1. Transfer of Scheme Shares

- (A) Upon and with effect from the Effective Date, Vantiv, Bidco and/or their nominee(s) shall acquire all the Scheme Shares fully paid with full title guarantee, free from all liens, equities, charges, encumbrances and other interests, and together with all rights at the Effective Date or thereafter attached thereto, including the right to receive and retain all dividends and other distributions (if any) announced, declared, made or paid in respect of the Scheme Shares by reference to a record date on or after the Effective Date. Vantiv (or its nominee(s)) shall acquire approximately 87 per cent. of the Scheme Shares and Bidco (or its nominee(s)) shall acquire approximately 13 per cent. of the Scheme Shares.
- (B) For the purposes of such acquisition, the Scheme Shares shall be transferred to Vantiv and Bidco and/or their nominees by means of a form of transfer or other instrument or instruction of transfer and, to give effect to such transfers, any person may be appointed by Vantiv or Bidco as attorney or agent, and is hereby authorised on behalf of the holder or holders concerned, to execute and deliver as transferor an instrument of transfer (whether as a deed or otherwise) of, or give any instructions to transfer, any Scheme Shares and every instrument or instruction of transfer so executed or instruction given shall be effective as if it had been executed or given by the holder or holders of the Scheme Shares thereby transferred. Such instrument, form or instruction of transfer shall be deemed to be the principal instrument of transfer and the equitable or beneficial interest in the Scheme Shares shall only be transferred to Vantiv and Bidco and/or their nominee(s), together with the legal interest in such Scheme Shares, pursuant to such instruction, form or instrument of transfer.
- (C) Pending the registration of Vantiv and Bidco or their nominee(s) as the holder of any Scheme Share to be transferred pursuant to this Scheme, Vantiv and Bidco shall be empowered upon and with effect from the Effective Date to appoint any person to act as attorney or, failing that, agent on behalf of each holder of any such Scheme Share in accordance with such directions as Vantiv and Bidco may give in relation to any dealings with or disposal of such share (or any interest in such share), exercising any rights attached thereto or receiving any distribution or other benefit accruing or payable in respect thereof and the registered holder of such Scheme Share shall exercise all rights attaching thereto in accordance with the directions of Vantiv and Bidco but not otherwise.

2. Consideration for the transfer of Scheme Shares

In consideration for the transfer of the Scheme Shares to Vantiv and Bidco and/or their nominee(s) referred to in sub-clause 1(A), Vantiv and Bidco shall, subject as provided below, pay or procure that there shall be paid to for the account of each Scheme Shareholder:

for each Scheme Share

55 pence in cash

and shall issue or procure to be issued to or for the account of each Scheme Shareholder:

for each Scheme Share

0.0672 of a New Vantiv Share

The New Vantiv Shares issued pursuant to this clause 2 and the remaining provisions of the Scheme shall be issued credited as fully paid and will rank *pari passu* in all respects with the Vantiv Shares in issue at the time the New Vantiv Shares are issued, including in relation to the right to receive notice of, and to attend and vote at, general meetings of Vantiv, the right to receive and retain any dividends and other distributions declared, made or paid by reference to a record date falling after the Effective Date and to participate in the assets of Vantiv upon a return of capital whether on a winding-up of Vantiv or otherwise.

3. Fractional entitlements

No fractions of New Vantiv Shares shall be allotted to any Scheme Shareholder, but all fractions of New Vantiv Shares to which Scheme Shareholders would otherwise have been entitled shall be aggregated and the aggregate

of such fractions (rounded down to the nearest whole share) shall be allotted and issued to a person appointed by Vantiv as nominee for such Scheme Shareholders on such terms that the nominee shall be authorised to procure that such New Vantiv Shares shall, as soon as possible after the Effective Date, be sold on behalf of the relevant Scheme Shareholder and the *pro rata* net proceeds (after the deduction of all expenses and dealing and foreign exchange costs) remitted to them.

4. Mix and Match Facility

- (A) Elections made by Scheme Shareholders under the Mix and Match Facility will not affect the entitlements of Scheme Shareholders who do not make any such election.
- (B) An election will only be accepted under the Mix and Match Facility in respect of a whole number of Scheme Shares. Any election which is made in respect of a number of Scheme Shares which is not a whole number shall be deemed to be made in respect of the nearest whole number of Scheme Shares when rounded down.
- (C) The following provisions shall apply:
 - (i) the aggregate number of New Vantiv Shares to be issued to Scheme Shareholders in accordance with clause 2 will not be increased or decreased as a result of elections made pursuant to this clause 4 save where required to accommodate rounding of individual entitlements down to the nearest whole Scheme Share;
 - (ii) the aggregate amount of cash consideration to be paid to Scheme Shareholders in accordance with clause 2 will not be increased or decreased as a result of elections made pursuant to this clause 4;
 - (iii) elections made by Scheme Shareholders to receive more New Vantiv Shares than they would receive absent such an election (for every 55 pence in cash, 0.0101286602209945 of a New Vantiv Share to add to the 0.0672 New Vantiv Shares already due, so as to surrender all of their cash component in respect of that Scheme Share, each such election a **Share Election**) will be satisfied only to the extent that other Scheme Shareholders make equal and opposite elections under the Mix and Match Facility for more cash than they would receive absent such an election (for every 0.0672 New Vantiv Share, 364.905122628066 pence in cash to add to the 55 pence per Worldpay Share already due, so as to surrender all of their New Vantiv Share entitlement in respect of that Scheme Share, each such election a **Cash Election**);
 - (iv) Cash Elections made by Scheme Shareholders will be satisfied only to the extent that other Scheme Shareholders make equal and opposite Share Elections; and
 - (v) a Scheme Shareholder may make a Cash Election or a Share Election in respect of all or part of his holding of Scheme Shares. A Scheme Shareholder may make a Cash Election in respect of some of his Scheme Shares and a Share Election in respect of others.
- (D) To the extent that Share Elections or Cash Elections cannot be satisfied in full:
 - (i) the number of Scheme Shares in respect of which an elector has made a Share Election or Cash Election will be scaled down *pro rata* in proportion to the number of Scheme Shares in respect of which the election is made (or as near thereto as Worldpay, Vantiv and Bidco in their absolute discretion consider practicable) amongst electors; and
 - (ii) in respect of the balance of the Scheme Shares held by each such elector, such Scheme Shareholder shall be deemed not to have made any election.
- (E) Minor adjustments to the entitlements of Scheme Shareholders pursuant to elections made under this Scheme may be made by Worldpay's Registrar or Computershare with the prior consent of Worldpay, Vantiv and Bidco on a basis that Worldpay, Vantiv and Bidco consider to be fair and reasonable to the extent necessary to satisfy all entitlements pursuant to elections under this Scheme as nearly as may be practicable. Such adjustments shall be final and binding on Scheme Shareholders.
- (F) Elections under the Mix and Match Facility made by Scheme Shareholders who hold their Scheme Shares in certificated form shall be made by completion of a Form of Election sent to Scheme Shareholders by or on behalf of Worldpay which shall be signed by the Scheme Shareholder or his duly authorised agent (or, in the case of a body corporate, signed by an authorised signatory) and in the case of joint holders in like manner by or on behalf of all such holders. To be effective the Form of Election must be completed and returned in accordance with the instructions printed thereon so as to arrive by not later than the Election Return Time at Equiniti, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA or by hand (during normal business hours) to Equiniti, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA.

- (G) Elections under the Mix and Match Facility made by Scheme Shareholders who hold their Scheme Shares in uncertificated form shall be made by way of Electronic Election. To be effective an Electronic Election must be made and received by not later than the Election Return Time.
- (H) Upon execution and delivery by a Scheme Shareholder of a valid Form of Election or the making of a valid Electronic Election (as applicable) such holder shall be bound by the terms and provisions contained in the Form of Election or the Electronic Election (as the case may be) and by the terms and provisions contained in Part Five of the Scheme Document entitled "Notes for making elections under the Mix and Match Facility".
- (I) If a Form of Election or an Electronic Election is received after the Election Return Time or is received before such time but is not, or is deemed not to be, valid or complete in all respects at such time, then such election shall be void unless Worldpay, Vantiv and Bidco, in their absolute discretion, elect to treat as valid in whole or in part any such election.
- (J) A Form of Election duly completed and delivered or an Electronic Election made in accordance with this clause 4 may be withdrawn by notice to Worldpay's Registrar in writing for those Scheme Shareholders who have returned a Form of Election and in electronic format for those Scheme Shareholders who have made an Electronic Election (in both cases), to be received by 6.00 p.m. on the Election Return Date.
- (K) If a Scheme Shareholder has made a valid election under the Mix and Match Facility in respect of all of his Scheme Shares then:
 - (i) the validity of the Cash Election or the Share Election (as the case may be) shall not be affected by any alteration in the number of Scheme Shares held by the Scheme Shareholder at any time prior to the Scheme Record Time; and
 - (ii) accordingly, the Cash Election or the Share Election (as the case may be) will apply in respect of all of the Scheme Shares which the Scheme Shareholder holds immediately prior to the Scheme Record Time.
- (L) If a Scheme Shareholder has made a valid Cash Election and/or a valid Share Election in respect of a specified number of his Scheme Shares and immediately prior to the Scheme Record Time the number of Scheme Shares held by the Scheme Shareholder is:
 - (i) equal to or in excess of the aggregate number of Scheme Shares to which such election(s) relate, then the validity of the election(s) made by the Scheme Shareholder shall not be affected by any alteration in the number of Scheme Shares held by the Scheme Shareholder in the period prior to the Scheme Record Time and any reduction in his holding shall be treated first as a disposal of those Scheme Shares in respect of which he did not make such election; or
 - (ii) less than the aggregate number of Scheme Shares to which such election(s) relate then:
 - (a) if the Scheme Shareholder has made only a valid Cash Election, he shall be treated as having made a Cash Election in respect of his entire holding of Scheme Shares;
 - (b) if the Scheme Shareholder has made only a valid Share Election, he shall be treated as having made a Share Election in respect of his entire holding of Scheme Shares;
 - (c) if the Scheme Shareholder has made both a valid Cash Election and a valid Share Election then:
 - (A) Share Elections made by the Scheme Shareholder (the **Relevant Share Elections**) shall be reduced so as to apply to the number of Scheme Shares calculated by multiplying (i) the number of Scheme Shares held by the Scheme Shareholder immediately prior to the Scheme Record Time by (ii) the fraction calculated by dividing the number of Scheme Shares the subject of the Relevant Share Elections by the aggregate number of Scheme Shares the subject of all of the Share Elections and Cash Elections made by the Scheme Shareholder, rounding down to the nearest whole number of Scheme Shares; and
 - (B) Cash Elections made by the Scheme Shareholder shall be reduced so as to apply to all the Scheme Shares held by the Scheme Shareholder immediately prior to the Scheme Record Time which are not the subject of Share Elections as scaled down pursuant to clause 4(L)(ii)(c)(A).
- (M) No election shall be available to Election Restricted Shareholders or to any Scheme Shareholder to whom clause 7(A)(i) or 7(A)(ii) applies. Any purported election by such a Scheme Shareholder shall be void.

5. Share certificates and cancellation of CREST entitlements

With effect from and including the Effective Date:

- (A) all certificates representing Scheme Shares shall cease to have effect as documents of title to the Scheme Shares comprised in the certificates and every holder of Scheme Shares shall be bound by the request of Worldpay to deliver up the same to Worldpay, or, as it may direct, to destroy the same;
- (B) Euroclear shall be instructed to cancel the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form; and
- (C) subject to completion of any form of transfer or other instrument or instruction of transfer as may be required in accordance with paragraph 1(B) above, appropriate entries will be made in the register of members of Worldpay to reflect the transfer of the Scheme Shares to Vantiv and/or Bidco (and/or their nominee(s)).

6. Settlement

(A) Settlement shall be effected as follows:

- (i) where, immediately prior to the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in uncertificated form, settlement of any cash consideration to which the Scheme Shareholder is entitled shall be paid by means of CREST by Bidco procuring that Computershare is instructed to create an assured payment obligation in favour of the Scheme Shareholder's payment bank in respect of the cash consideration due to them as soon as practicable after the Effective Date and in any event within 14 days of the Effective Date, in accordance with the CREST assured payment arrangements;
 - (ii) where, immediately prior to the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in certificated form, settlement of any cash consideration to which the Scheme Shareholder is entitled shall be settled by Bidco by cheque in pounds sterling. Cheques shall be despatched by Computershare as soon as practicable after the Effective Date and in any event within 14 days of the Effective Date;
 - (iii) where, immediately prior to the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in uncertificated form, Vantiv shall procure that (i) the New Vantiv Shares to which the holder of such Scheme Shares is entitled shall be issued to Cede & Co., which will be the registered holder of such shares, as nominee for DTC; (ii) the interests in such New Vantiv Shares shall be credited by the Transfer Agent to the DTC securities deposit account of CTCNA, as custodian for Computershare; and (iii) Computershare shall issue, through CREST, Vantiv DIs representing such interests to the CREST account in which such Scheme Shares were so held as soon as practicable after the Effective Date and in any event within 14 days of the Effective Date;
 - (iv) where, immediately prior to the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in certificated form, Vantiv shall procure that the New Vantiv Shares to which the holder of such Scheme Shares is entitled shall be issued by the Transfer Agent through DRS, registered in the same name(s) and address as appeared on Worldpay's register of members for each relevant Scheme Shareholder as soon as practicable after the Effective Date and in any event within 14 days of the Effective Date;
 - (v) Bidco reserves the right to pay any cash consideration referred to in clause 2 to all or any Scheme Shareholders who hold Scheme Shares in uncertificated form immediately prior to the Scheme Record Time in the manner referred to in clause 6(A)(ii) if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with clause 6(A)(i); and
 - (vi) Vantiv reserves the right to allot and issue any New Vantiv Shares referred to in clause 2 to all or any Scheme Shareholders who immediately prior to the Scheme Record Time hold Scheme Shares in uncertificated form in the manner referred to in clause 6(A)(iv) if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with clause 6(A)(iii).
- (B) As from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and all Scheme Shares will be removed from CREST in due course.
- (C) All deliveries of notices, statements of entitlement and/or cheques required to be made under this Scheme shall be made by sending the same by first class post (or by such other method as may be approved by the Panel) addressed to the person entitled thereto to the address appearing in the register of members of Worldpay or, in the case of joint holders, to the address of the holder whose name stands first in such register in respect of the joint holding concerned at such time.

- (D) All cheques shall be in pounds sterling and drawn on a United Kingdom clearing bank and shall be made payable to the Scheme Shareholder concerned or, in the case of joint holders, to all joint holders whose names appear in the register of members of Worldpay in respect of the joint holding concerned at the Scheme Record Time and the encashment of any such cheque or the creation of any such assured payment obligation as is referred to in clause 6(A)(i) shall be a complete discharge to Vantiv and Bidco for the monies represented thereby.
- (E) None of Worldpay, Vantiv, Bidco, Worldpay's Registrar, the Transfer Agent, Computershare, the person effecting any sale or remitting any proceeds pursuant to clause 2 or the nominee referred to in clause 5 shall be responsible for any loss or delay in the transmission of the statements of entitlement or cheques sent to Scheme Shareholders in accordance with this clause 6, which shall be posted entirely at the risk of the Scheme Shareholders.
- (F) The preceding paragraphs of this clause 6 shall take effect subject to any prohibition or condition imposed by law.

7. Restricted Shareholders

- (A) The provisions of clauses 2, 3, 4 and 6 shall be subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if in the case of any Scheme Shareholder, Vantiv or Bidco is advised that the law of a country or territory outside the United Kingdom precludes:

- (i) the allotment, issue or delivery to it of New Vantiv Shares under clause 2; or
- (ii) the provision to it of the right to make an election under the Mix and Match Facility pursuant to clause 4; or

in either case, precludes the same except after compliance by Worldpay, Vantiv or Bidco (as the case may be) with any governmental or other consent or any registration, filing or other formality with which Worldpay, Vantiv or Bidco (as the case may be) is unable to comply or compliance with which Worldpay, Vantiv or Bidco (as the case may be) regards as unduly onerous, then:

- (iii) in the case of a Scheme Shareholder who is resident, located or has a registered address in a Restricted Jurisdiction or to whom clause 7(A)(i) applies, Vantiv may determine in its sole discretion that any such New Vantiv Shares:

- (a) shall not be allotted and issued to such Scheme Shareholder but instead the New Vantiv Shares shall be allotted and issued to a nominee, appointed by Vantiv, for such Scheme Shareholder, on terms that the nominee shall be authorised on behalf of such Scheme Shareholder to procure that such New Vantiv Shares shall, as soon as practicable following the Effective Date, be sold on behalf of such Scheme Shareholder; or
- (b) shall be sold, in which event the New Vantiv Shares shall be issued to such holder and Vantiv shall appoint a person to act pursuant to this clause 7 and such person shall be authorised on behalf of such Scheme Shareholder to procure that any New Vantiv Shares in respect of which Vantiv has made such determination shall, as soon as practicable following the Effective Date, be sold.

Any sale under clause 7(A)(iii) shall be carried out at the best price which can reasonably be obtained at the time of sale and the net proceeds of such sale (after the deduction of all expenses and commissions incurred in connection with such sale, including any value added tax payable on the proceeds of sale) shall be paid to such Scheme Shareholder by making a payment to such Scheme Shareholder in accordance with clause 6 as appropriate. In the absence of bad faith and/or wilful default, none of Worldpay, Vantiv, Bidco or any broker or agent of any of them shall have any liability for any loss arising as a result of the timing or terms of any such sale.

- (B) In the case of an Election Restricted Shareholder, or a Scheme Shareholder to whom clause 7(A)(ii) applies, no election made by such Scheme Shareholder under the Mix and Match Facility shall be of any effect and the omission to send a Form of Election to such Scheme Shareholder or to recognise any election made by such Scheme Shareholder shall not constitute a breach by Worldpay, Vantiv or Bidco (as the case may be) of any of their respective obligations under this Scheme.

8. Dividend mandate

All mandate and communications preferences to Worldpay which are in force at the Scheme Record Time relating to Scheme Shares shall, to the extent possible, unless and until revoked or amended, be deemed as from

the Effective Date to be valid and effective to Vantiv and the Transfer Agent in relation to the New Vantiv Shares issued in respect thereof.

9. Operation of this Scheme

- (A) This Scheme shall become effective upon a copy of the Court Order being delivered to the Registrar of Companies.
- (B) Unless this Scheme has become effective on or before 31 March 2018, or such later date (if any) as Vantiv and Worldpay may agree and (if required) the Panel and the Court may allow, this Scheme shall never become effective.

10. Modification

Worldpay, Vantiv and Bidco may jointly consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition which the Court may approve or impose. Any such modification or addition shall require the consent of the Panel where such consent is required under the Code.

Dated: 28 November 2017