

Vantiv, Inc.  
Form SC 13D/A  
December 30, 2015

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

**SCHEDULE 13D**  
**(RULE 13d-101)**  
**INFORMATION TO BE INCLUDED IN STATEMENTS FILED**  
**PURSUANT TO § 240.13d-1(a) AND AMENDMENTS**  
**THERE TO FILED PURSUANT TO § 240.13d-2(a)**  
**Under the Securities Exchange Act of 1934**  
**(Amendment No. 5)\***

**Vantiv, Inc.**  
**(Name of Issuer)**

**Class A Common Stock, \$0.00001 Par Value Per Share**

**(Title of Class of Securities)**

**92210H105**

**(CUSIP Number)**

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**Fifth Third Bancorp**

**38 Fountain Square Plaza**

**Cincinnati, Ohio 45263**

**Tel No.: (513) 534-3719**

**Attention: H. Samuel Lind, Senior Vice President and Assistant General Counsel**

**(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)**

**December 8, 2015**

**(Date of Event Which Requires Filing of This Statement)**

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. "

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be filed for the purpose of Section 18 of the Securities Exchange Act of 1934 ( Act ) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1. Names of reporting persons

Fifth Third Bancorp 31-0854434

2. Check the appropriate box if a member of a group (see instructions)

(a)  (b)

3. SEC use only

4. Source of funds (see instructions)

Not Applicable

5. Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6. Citizenship or place of organization

Ohio

Number of 7. Sole voting power

shares

beneficially 0

8. Shared voting power

owned by

each

reporting 35,042,826 (See Item 5)  
9. Sole dispositive power

person

with 0

10. Shared dispositive power

35,042,826 (See Item 5)

11. Aggregate amount beneficially owned by each reporting person

35,042,826 (See Item 5)

12. Check if the aggregate amount in Row (11) excludes certain shares (see instructions) ..

13. Percent of class represented by amount in Row (11)

18.3% (See Item 5)

14. Type of reporting person (see instructions)

HC

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1. Names of reporting persons

Fifth Third Bank 31-0676865

2. Check the appropriate box if a member of a group (see instructions)

(a)  (b)

3. SEC use only

4. Source of funds (see instructions)

Not Applicable

5. Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6. Citizenship or place of organization

Ohio

Number of 7. Sole voting power

shares

beneficially 0

8. Shared voting power

owned by

each

reporting 35,042,826 (See Item 5)  
9. Sole dispositive power

person

with 0

10. Shared dispositive power

35,042,826 (See Item 5)

11. Aggregate amount beneficially owned by each reporting person

35,042,826 (See Item 5)

12. Check if the aggregate amount in Row (11) excludes certain shares (see instructions) ..

13. Percent of class represented by amount in Row (11)

18.3% (See Item 5)

14. Type of reporting persons (see instructions)

BK

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This Amendment No. 5 to the Statement on Schedule 13D (this Amendment No. 5 ) relates to the Class A common stock, \$0.00001 par value per share, of Vantiv, Inc. (Vantiv or the Company ), a Delaware corporation, and amends the initial statement on Schedule 13D filed by Fifth Third Bancorp, an Ohio corporation (Bancorp ), Fifth Third Bank, an Ohio banking corporation (FTB and, together with Bancorp, the Reporting Persons ), and FTPS Partners, LLC, a Delaware limited liability company, with the Securities and Exchange Commission on April 2, 2012, as amended by Amendment No. 1 to the initial statement, filed by the Reporting Persons and FTPS Partners, LLC with the Securities Exchange Commission on December 14, 2012, Amendment No. 2 to the initial statement, filed by the Reporting Persons with the Securities Exchange Commission on May 17, 2013, Amendment No. 3 to the initial statement, filed by the Reporting Persons with the Securities Exchange Commission on August 9, 2013, and Amendment No. 4 to the initial statement, filed by the Reporting Persons with the Securities Exchange Commission on June 2, 2014 (the initial statement, Amendment No. 1, Amendment No. 2 Amendment No. 3 and Amendment No. 4 together, the Initial Statement ). Unless otherwise indicated, all capitalized terms used but not defined herein have the meanings set forth in the Initial Statement.

Item 2. Identity and Background.

Information regarding the executive officers and directors of the Reporting Persons is hereby amended by replacing Exhibit A to the Initial Statement in its entirety with Exhibit A attached hereto.

Item 4. Purpose of Transaction.

Item 4 of the Initial Statement is hereby supplemented by inserting the following paragraphs after the seventh paragraph thereunder:

On December 8, 2015, FTB and Holding canceled a portion of the Warrant. Pursuant to the Warrant cancellation transaction, the rights under the Warrant to purchase 4,794,115 Class C non-voting units of Holding were cancelled for aggregate consideration of \$200.0 million payable by Holding to FTB. Following such cancellation, the Warrant is exercisable for an aggregate of 15,583,912 Class C non-voting units in Holding. Class C non-voting units issuable upon exercise of the remaining portion of the Warrant will continue to be exchangeable on a one-for-one basis for shares of Class A common stock of Vantiv pursuant to the terms of the Exchange Agreement.

On December 8, 2015, FTB net exercised a portion of the Warrant, which resulted in 5,374,592 Class C non-voting units being issued to FTB and 7,791,956 Class C non-voting units being available for issuance upon exercise of the remaining Warrant.

On December 8, 2015, FTB completed the sale of 13,374,592 shares of Class A common stock of Vantiv as part of a registered block trade transaction (the 2015 Block Trade ) conducted pursuant to FTB's exercise of the registration rights granted to it by Vantiv in connection with the IPO and related reorganization transactions. All of the shares of Class A common stock sold by FTB in the 2015 Block Trade were acquired by exercising the Exchange Right granted to FTB under the Exchange Agreement in exchange for (i) 8,000,000 Class B units of Holding and 5,374,592 Class C non-voting units available for exchange pursuant to the transactions described in the preceding paragraph.

Simultaneously with the exchange, 8,000,000 shares of Class B common stock of Vantiv owned by FTB were simultaneously cancelled pursuant to the Exchange Agreement. Immediately following completion of the sale, FTB held 35,042,826 Class B units of Holding and 35,042,826 shares of Class B common stock of Vantiv.

The fourteenth paragraph under Item 4 of the Initial Statement is hereby replaced in its entirety with the following:

The Reporting Persons have no present plans or proposals that relate to or would result in any of the actions enumerated in paragraphs (a) through (j) of Item 4 of Schedule 13D. However, the Reporting Persons may, from time to time, following the expiration of the 45-day lock-up agreement entered into in connection with the 2015 Block Trade and effective as of December 2, 2015, (i) exercise the Exchange Right and/or (ii) dispose of all or part of any shares of Class A common stock received upon exercise of the Exchange Right. If the Reporting Persons do from time to time exercise the Exchange Right with respect to the Class B units of Holding, an equal number of shares of Class B common stock of Vantiv automatically will be cancelled, and thus the number of directors that the Reporting Persons are entitled to elect could decrease.



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Item 5. Interest in Securities of the Issuer.

Paragraphs (a) (d) of Item 5 of the Initial Statement are hereby replaced in their entirety as follows:

(a) None of the Reporting Persons currently owns any issued and outstanding shares of Class A common stock of Vantiv. As a result of Bancorp's and FTB's ownership of Class B units of Holding and Bancorp's and FTB's Exchange Right, Bancorp and FTB beneficially own 18.3% of the Class A common stock of Vantiv. If there were no 18.5% limit, and if all Class B units of Holding held by Bancorp and FTB were exchanged for Class A common stock of Vantiv and the rights under the Warrant were exercised, Bancorp and FTB would hold 21.5% of the Class A common stock.

Bancorp beneficially owns 35,042,826 Class B units of Holding, consisting of 35,042,826 Class B units of Holding held by FTB, which represent 18.3% of the outstanding units of Holding, and a Warrant exercisable for 7,791,956 Class C non-voting units of Holding held by FTB, which are then exchangeable for Class A common stock of Vantiv pursuant to the Exchange Right. FTB beneficially owns 35,042,826 Class B units of Holding, consisting of 35,042,826 Class B units of Holding held directly by FTB, which represent 18.3% of the outstanding units of Holding, and a Warrant exercisable for 7,791,956 Class C non-voting units of Holding held by FTB, which are then exchangeable for Class A common stock of Vantiv pursuant to the Exchange Right.

Because the voting power conferred by the Class B common stock is limited to 18.5% of all voting power of the capital stock of Vantiv and because the voting power of the Class B common stock is reduced by any Class A common stock that the Fifth Third investors may hold so that the 18.5% limit is not exceeded, additional Class B common stock would not confer any additional voting power on the Reporting Persons if the Reporting Persons also held Class A common stock.

Other than as provided above or set forth in Exhibit H, neither the Reporting Persons nor, to the best of their knowledge, any of the persons listed on Exhibit A, owns or has any right to acquire, directly or indirectly, any shares of the Class A common stock of Vantiv.

(b) Bancorp and FTB share the power to vote or to direct the vote and to dispose or direct the disposition of all shares of Class A common stock of Vantiv indicated in Item 5(a) above.

(c) Except for the exchange of Class B and Class C units of Holding and the sale of the resulting shares of Class A common stock in the 2015 Block Trade, none of the Reporting Persons, nor, to the best of the Reporting Persons knowledge, any of the persons listed in Exhibit A hereto, has effected any transaction that may be deemed to be a transaction in the Class A common stock of Vantiv during the past 60 days.

(d) No other person is known by the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Class A common stock of Vantiv that may be deemed to be beneficially owned by the Reporting Persons as provided for herein.

Item 6. Contracts, Arrangements, Understandings or Relationships with respect to Securities of the Issuer.

Item 6 of the Initial Statement is hereby supplemented by inserting the following at the end of the information contained under the heading **LLC Agreement** :

Upon the consummation of the 2015 Block Trade, FTB's consent rights under the LLC Agreement terminated because FTB transferred more than 50% of the shares that FTB owned immediately following the IPO, calculated as described above. Notwithstanding the 2015 Block Trade, Vantiv and FTB expect that FTB will continue to be deemed to control Vantiv for bank regulatory purposes. Accordingly, Vantiv's obligations to FTB with respect to impermissible activities and bank regulatory approvals are expected to continue.

Item 6 of the Initial Statement is hereby further supplemented by inserting the following at the end of the information contained under the heading **Certificate of Incorporation of Vantiv** :

Upon the consummation of the 2015 Block Trade, FTB's consent rights under the Certificate of Incorporation terminated because FTB transferred more than 50% of the shares that FTB owned immediately following the IPO, calculated as described above.

Item 6 of the Initial Statement is hereby further supplemented by inserting the following at the end of the information contained under the heading **Warrant** :

Following the partial cancellation and net exercise that occurred on December 8, 2015, which are described under Item 4 above, there are 7,791,956 Class C units that remain available for issuance upon further exercise of the Warrant. The Warrant, as amended following the December 8, 2015, partial cancellation and net exercise, is attached hereto as **Exhibit L**.

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Item 6 of the Initial Statement is hereby further supplemented by inserting the following at the end of the information contained therein:

**Underwriting Agreement**

In connection with the 2015 Block Trade, FTB entered into an underwriting agreement, dated December 2, 2015 (the Underwriting Agreement ), with Vantiv, Holding and Citigroup Global Markets Inc., as underwriter, relating to the purchase by the underwriter of 13,374,592 shares of Class A common stock of Vantiv from FTB.

The form of Underwriting Agreement executed in connection with the 2015 Block Trade is attached hereto as Exhibit M.

**Item 7. Material to be Filed as Exhibits.**

Item 7 of the Initial Statement is hereby amended and supplemented as follows:

<b>Exhibit</b>	<b>Description</b>
Exhibit A	Directors and Executive Officers of Fifth Third Bancorp and Fifth Third Bank
Exhibit H	Beneficial Ownership of Vantiv, Inc. securities by Fifth Third Directors and Executive Officers
Exhibit L	Warrant (as amended as of December 8, 2015)
Exhibit M	Underwriting Agreement (incorporated by reference to Exhibit 1.1 to the Current Report on Form 8-K (Securities Exchange Act File No. 001-35462) that was filed with the U.S. Securities and Exchange Commission on December 8, 2015 by Vantiv, Inc.)

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After reasonable inquiry and to the best of my knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: December 30, 2015

Fifth Third Bancorp

By: /s/ James C. Leonard

Name: James C. Leonard

Title: Executive Vice President and  
Treasurer

Fifth Third Bank

By: /s/ James C. Leonard

Name: James C. Leonard

Title: Executive Vice President and  
Treasurer

**DIRECTORS AND EXECUTIVE OFFICERS OF FIFTH THIRD BANCORP AND FIFTH THIRD BANK**

The following tables set forth the name and present principal occupation or employment, the name, principal business and address of any corporation or other organization in which such occupation or employment is conducted, and citizenship of each director and executive officer of Fifth Third Bancorp and Fifth Third Bank. The business address of each such person whose principal occupation or employment is with Fifth Third Bancorp or Fifth Third Bank is c/o Fifth Third Bancorp at 38 Fountain Square Plaza, Cincinnati, Ohio 45263.

<b>DIRECTORS OF FIFTH THIRD BANCORP</b>	<b>PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND PRINCIPAL BUSINESS AND BUSINESS ADDRESS</b>	<b>CITIZENSHIP</b>
James P. Hackett, Chairman	Interim Director of Athletics, University of Michigan  Retired CEO and Vice Chair and Director, Steelcase Inc.  1000 S. State St.  Ann Arbor, MI 48109	United States
Marsha C. Williams, Lead Director	Former Senior Vice President and CFO, Orbitz Worldwide, Inc.  500 Port Republic St.  Beaufort, SC 29902	United States
Greg D. Carmichael	President & CEO, Fifth Third Bancorp  38 Fountain Square Plaza  Cincinnati, Ohio 45263	United States
Nicholas K. Akins	Chairman, President and Chief Executive Officer,  American Electric Power  1 Riverside Plaza  Columbus, Ohio 43215	United States
B. Evan Bayh III	Partner, McGuire Woods LLP  2001 K Street Suite 400  Washington, DC 20006-1040	United States
Jorge L. Benitez	Former CEO, U.S. and Senior Managing Director (North America), Accenture	United States

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10 Venetian Way, Unit 1103

Miami Beach, FL 33139

Katherine B. Blackburn Executive Vice President, Cincinnati Bengals, Inc. United States

One Paul Brown Stadium

Cincinnati, OH 45202

Ulysses L. Bridgeman, Jr. President, B.F. Companies United States

3309 Collins Lane

Louisville, KY 40245

Emerson L. Brumback Former President and COO, M&T Bank United States

13635 Carnoustie Circle

Dade City, FL 33525

Gary R. Heminger President and CEO, Marathon Petroleum Corporation United States

312 Pheasant Run Place

Findlay, OH 45840

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**PRESENT PRINCIPAL OCCUPATION OR**

<b>DIRECTORS OF FIFTH THIRD BANCORP</b>	<b>EMPLOYMENT AND PRINCIPAL BUSINESS AND BUSINESS ADDRESS</b>	<b>CITIZENSHIP</b>
Jewell D. Hoover	Principal and bank consultant, Hoover and Associates, LLC 3018 Kings Manor Drive Matthews, NC 28104	United States
Michael B. McCallister	Former Chairman of the Board of Directors and CEO, Humana Inc. 8644 N. Morning Glory Rd. Paradise Valley, AZ 85253	United States
Kevin T. Kabat	Vice Chairman, Fifth Third Bancorp 38 Fountain Square Plaza Cincinnati, Ohio 45263	United States
Hendrik G. Meijer	Co-Chairman of the Board of Directors and CEO, Meijer, Inc. 2350 Three Mile Road NW Grand Rapids, MI 49544	United States

<b>EXECUTIVE OFFICERS OF FIFTH THIRD BANCORP</b>	<b>PRESENT PRINCIPAL OCCUPATION</b>	<b>CITIZENSHIP</b>
Greg D. Carmichael	President & Chief Executive Officer, Fifth Third Bancorp	United States
Lars C. Anderson	Executive Vice President and Chief Operating Officer, Fifth Third Bancorp	United States
Chad M. Borton	Executive Vice President, Fifth Third Bancorp	United States
Frank R. Forrest	Executive Vice President & Chief Risk Officer, Fifth Third Bancorp	United States
Mark D. Hazel	Senior Vice President & Controller, Fifth Third Bancorp	United States
Heather Russell Koenig	Executive Vice President Chief Legal Officer & Corporate Secretary, Fifth Third Bancorp	United States
Randolph Koporc	Executive Vice President & Head of Payments and Commerce Solutions	United States
Gregory L. Kosch	Executive Vice President, Fifth Third Bancorp	United States

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James C. Leonard	Executive Vice President & Treasurer, Fifth Third Bancorp	United States
Philip R. McHugh	Executive Vice President, Fifth Third Bancorp	United States

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**EXECUTIVE OFFICERS OF FIFTH  
THIRD BANCORP**

	<b>PRESENT PRINCIPAL OCCUPATION</b>	<b>CITIZENSHIP</b>
Joseph R. Robinson	Executive Vice President & Chief Information Officer, Fifth Third Bancorp	United States
Timothy Spence	Executive Vice President & Chief Strategy Officer, Fifth Third Bancorp	United States
Teresa J. Tanner	Executive Vice President & Chief Administrative Officer, Fifth Third Bancorp	United States
Tayfun Tuzun	Executive Vice President & Chief Financial Officer, Fifth Third Bancorp	United States

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<b>DIRECTORS OF FIFTH THIRD BANK</b>	<b>PRESENT PRINCIPAL OCCUPATION</b>	<b>CITIZENSHIP</b>
James P. Hackett, Chairman	Interim Director of Athletics, University of Michigan  Retired CEO and Vice Chair and Director, Steelcase Inc.  1000 S. State St.  Ann Arbor, MI 48109	United States
Marsha C. Williams, Lead Director	Former Senior Vice President and CFO, Orbitz Worldwide, Inc.  500 Port Republic Street  Beaufort, SC 29902	United States
Greg D. Carmichael	President & CEO, Fifth Third Bancorp  38 Fountain Square Plaza  Cincinnati, Ohio 45263	United States
Nicholas K. Akins	Chairman, President and Chief Executive Officer,  American Electric Power  1 Riverside Plaza  Columbus, Ohio 43215	United States
B. Evan Bayh III	Partner, McGuire Woods LLP  2001 K Street Suite 400  Washington, DC 20006-1040	United States
Jorge L. Benitez	Former CEO, U.S. and Senior Managing Director (North America), Accenture  10 Venetian Way, Unit 1103  Miami Beach, FL 33139	United States
Katherine B. Blackburn	Executive Vice President, Cincinnati Bengals, Inc.  One Paul Brown Stadium  Cincinnati, OH 45202	United States
Ulysses L. Bridgeman, Jr.	President, B.F. Companies  3309 Collins Lane	United States

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Emerson L. Brumback	Louisville, KY 40245 Former President and COO, M&T Bank 13635 Carnoustie Circle	United States
Gary R. Heminger	Dade City, FL 33525 President and CEO, Marathon Petroleum Corporation 312 Pheasant Run Place	United States
Jewell D. Hoover	Findlay, OH 45840 Principal and bank consultant, Hoover and Associates, LLC 3018 Kings Manor Drive Matthews, NC 28104	United States

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<b>DIRECTORS OF FIFTH THIRD BANK</b>	<b>PRESENT PRINCIPAL OCCUPATION</b>	<b>CITIZENSHIP</b>
Michael B. McCallister	Former Chairman of the Board of Directors and CEO, Humana Inc.  8644 N. Morning Glory Rd.  Paradise Valley, AZ 85253	United States
Kevin T. Kabat	Vice Chairman, Fifth Third Bancorp  38 Fountain Square Plaza  Cincinnati, Ohio 45263	United States
Hendrik G. Meijer	Co-Chairman of the Board of Directors and CEO, Meijer, Inc.  2350 Three Mile Road NW  Grand Rapids, MI 49544	United States

<b>EXECUTIVE OFFICERS OF FIFTH THIRD BANK</b>	<b>PRESENT PRINCIPAL OCCUPATION</b>	<b>CITIZENSHIP</b>
Greg D. Carmichael	President & Chief Executive Officer, Fifth Third Bancorp	United States
Lars C. Anderson	Executive Vice President and Chief Operating Officer, Fifth Third Bancorp	United States
Chad M. Borton	Executive Vice President, Fifth Third Bancorp	United States
Frank R. Forrest	Executive Vice President & Chief Risk Officer, Fifth Third Bancorp	United States
Mark D. Hazel	Senior Vice President & Controller, Fifth Third Bancorp	United States
Heather Russell Koenig	Executive Vice President Chief Legal Officer & Corporate Secretary, Fifth Third Bancorp	United States
Gregory L. Kosch	Executive Vice President, Fifth Third Bancorp	United States
Randolph Koporc	Executive Vice President & Head of Payments and Commerce Solutions	United States
James C. Leonard	Executive Vice President & Treasurer, Fifth Third Bancorp	United States
Philip R. McHugh	Executive Vice President, Fifth Third Bancorp	United States
Joseph R. Robinson	Executive Vice President & Chief Information Officer, Fifth Third Bancorp	United States
Timothy Spence	Executive Vice President & Chief Strategy Officer, Fifth Third Bancorp	United States
Teresa J. Tanner	Executive Vice President & Chief Administrative Officer, Fifth Third Bancorp	United States

Tayfun Tuzun

Executive Vice President & Chief Financial Officer, Fifth  
Third Bancorp

United States

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**BENEFICIAL OWNERSHIP OF VANTIV, INC. SECURITIES BY  
FIFTH THIRD DIRECTORS AND EXECUTIVE OFFICERS**

<b>Executive Officer or Director</b>	<b>Beneficial Ownership of Class A common stock of Vantiv, Inc.</b>
None	Not applicable

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**WARRANT**

**THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR AN EXEMPTION THEREFROM.**

**THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER SPECIFIED HEREIN, AND THE COMPANY RESERVES THE RIGHT TO REFUSE THE TRANSFER OF SUCH UNITS UNTIL SUCH TRANSFER IS IN COMPLIANCE HEREWITH.**

**RECITALS**

**WHEREAS**, pursuant to that certain Warrant Cancellation Agreement between the Company and the Holder, dated as of December 2, 2015, the parties thereto agreed to cancel a portion of this Warrant to purchase an aggregate of 20,378,027 Class C Non-Voting Units of the Company that was issued to the Holder on June 30, 2009 and such portion represented the rights under the warrant to purchase 4,794,115 Class C Non-Voting Units of the Company for aggregate consideration of \$200.0 million payable by the Company to the Holder (the Warrant Transaction );

**WHEREAS**, pursuant to that certain Net Exercise Notice (the Net Exercise Notice ) by the Holder and acknowledged by the Company, dated as of December 2, 2015, the Holder notified the Company that it would net exercise a portion of this Warrant (after giving effect to the Warrant Transaction), which would result in 5,374,592 Class C Non-Voting Units being issued to the Holder and 7,791,956 Class C Non-Voting Units being available for issuance upon the exercise of the remaining warrant units subject to this Warrant (the Remaining Warrant Units );

**WHEREAS**, pursuant to the Net Exercise Notice, the parties thereto agreed that, upon delivery of the original Warrant certificate to the Company, the Company shall issue to the Holder a new Warrant certificate representing the Remaining Warrant Units; and

**WHEREAS**, the parties hereto acknowledge and agree that any and all prior certificates representing the Warrant are deemed cancelled.

**NOW, THEREFORE**, in consideration of the premises, representations, warranties and covenants herein contained, the parties agree as follows:

Warrant No. 1

Issue Date: June 30, 2009

(the Issue Date )

This certifies that, for value received, **FIFTH THIRD BANK**, a bank chartered under the laws of the State of Ohio (inclusive of any permitted transferee hereunder, the Holder ), is entitled to purchase up to 7,791,956 fully paid and nonassessable Underlying Units, subject to adjustment pursuant to Section 3 (as adjusted pursuant to the terms hereof, the Warrant Units ) of **VANTIV HOLDING, LLC** (formerly known as FTFS Holding, LLC), a Delaware limited liability company (the Company ), at the Exercise Price and pursuant to the terms, and subject to the conditions, set forth in this warrant (this Warrant ).

All capitalized terms used, but not otherwise defined, in this Warrant are defined in Section 10.

1. Exercisability of Warrant. This Warrant shall be exercisable, in whole or in part, and from time to time, but not during a Restricted Period, during the period beginning on the Issue Date and terminating at the Expiration Time (such period, the Warrant Exercise Period ); provided, however, that notwithstanding the existence of a Restricted Period, this Warrant shall be exercisable at any time after (i) the Internal Revenue Service has issued a private letter ruling confirming that the exercise of the Warrant will not cause a capital shift that would result in a taxable event for Vantiv, Inc., a Delaware corporation (Vantiv ), (ii) the Treasury Department has enacted as final regulations the proposed noncompensatory partnership regulations proposed by REG-103580-02 (published January 22, 2003 and corrected April 1, 2003), in a form that confirms that the exercise of the Warrant will not cause such a capital shift, or (iii) in connection with the exercise of the Warrant, Fifth Third Bank if Fifth Third Bank is the Holder, or such other Holder so long as such other Holder's creditworthiness is reasonably satisfactory to the Company or, to the extent consented to by Fifth Third Bank, Fifth Third Bank agrees to indemnify the Company and Vantiv for an amount equal to 70% of the taxes payable in respect of any income or gain recognized by the Company or Vantiv (including interest, penalties and additions to tax) resulting from a capital shift resulting from the exercise of the Warrant.

The Exercise Price shall be \$15.980973 per Warrant Unit and shall be subject to adjustment as set forth in Section 3. The Company has reserved and will keep available, out of the authorized and unissued Units, the full number of Underlying Units sufficient to provide for the exercise of the rights of purchase represented by this Warrant. The Company shall promptly take such corporate action as may be necessary from time to time to increase its authorized but unissued Underlying Units to such number as is sufficient for the exercise of this Warrant in its entirety. Upon issuance and delivery (either against payment or following any net exercise pursuant to the terms of this Warrant), all Warrant Units will be duly authorized and validly issued, free from all preemptive rights of any holder of Underlying Units, and free from all taxes, liens and charges with respect to the issue thereof (other than transfer taxes) and, if the Underlying Units are then listed on any national securities exchange or quoted on NASDAQ, will be duly listed or quoted thereon, as the case may be, at the Company's expense. This Warrant shall automatically expire and terminate at, and shall no longer be exercisable after, the Expiration Time.

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2. Method of Exercise.

(a) Exercise for Cash. This Warrant may be exercised by the Holder, in whole or in part, at any time, or from time to time, during the Warrant Exercise Period by (i) the surrender of this Warrant, properly endorsed, at the principal office of the Company, (ii) the payment of the Exercise Price in respect of the Warrant Units being purchased and (iii) delivery to the Company of the Form of Subscription attached hereto (or a reasonable facsimile thereof) completed and duly executed by the Holder. The Exercise Price may be paid in cash, by wire transfer to an account specified in advance by the Company or by certified or bank cashier's check.

(b) Net Exercise. This Warrant may also be exercised by the Holder, in whole or in part, during the Warrant Exercise Period by (i) the surrender of this Warrant, properly endorsed, at the principal office of the Company and (ii) delivery to the Company of the Form of Subscription attached hereto (or a reasonable facsimile thereof) completed and duly executed by the Holder and indicating that this Warrant is being net exercised, in which case the Company shall issue to the Holder such number of Warrant Units as is computed using the following formula:

$$X = \frac{Y * (A - B)}{A}$$

- where: X = the number of Warrant Units to be issued to the Holder pursuant to this Section 2(b);  
 Y = the number of Warrant Units covered by this Warrant in respect of which the net issue election is made pursuant to this Section 2(b);  
 A = the Fair Market Value of one Warrant Unit; and  
 B = the Exercise Price in effect under this Warrant at the time such net exercise is made pursuant to this Section 2(b).

(c) Effective Time of Exercise. Each exercise of this Warrant shall be deemed to have been effected, and the Person entitled to receive the Warrant Units for which this Warrant is exercised shall be treated for all purposes as the holder of record of such Warrant Units, immediately prior to the close of business on the Business Day on which (i) this Warrant was surrendered to the Company, (ii) if such exercise is made for cash pursuant to Section 2(a), the Company received payment of the Exercise Price in respect of the Warrant Units being purchased and (iii) the Company received the Form of Subscription attached hereto (or a reasonable facsimile thereof), all as provided in this Section 2.

(d) Delivery of Warrant Units and Remainder of Unexercised Warrant. In the event of any exercise of this Warrant, certificates for the Warrant Units for which this Warrant is exercised will be delivered at the Company's expense to the Holder within five (5) Business Days after this Warrant is exercised, and unless this Warrant has

expired, a new warrant containing identical terms and conditions as contained in this Warrant representing the number of Warrant Units, if any, with respect to which this Warrant was not exercised shall also be issued to the Holder at such time.

(e) Fractional Units. No fractional Warrant Units will be issued in connection with any exercise hereunder, but in lieu of such fractional Warrant Units, the Company shall make a cash payment to the Holder in an amount equal to the Fair Market Value of such fractional Warrant Units.

3. Structural Anti-Dilution Adjustments. The Exercise Price and the number of Warrant Units as to which this Warrant may be exercised are subject to adjustment from time to time, as provided in this Section 3.

(a) Adjustment Events. If the Company (i) fixes a record date for any distribution on its Units other than a Quarterly Distribution (as defined in the LLC Agreement), (ii) forward splits or subdivides its outstanding Units into a greater number of Units, (iii) reverse splits or combines its outstanding Units into a smaller number of Units, (iv) issues new Units below Fair Market Value, (v) effects a Pro Rata Repurchase or (vi) reclassifies or otherwise changes the Units into the same or a different number of securities of any other class or classes of securities of the Company (each of the events described in (i)-(vi), an Adjustment Event ) then (x) this Warrant will become exercisable for the aggregate number and kind of Warrant Units that the Holder would have owned immediately following such record date (in the case of a distribution) or action if this Warrant had been exercised immediately prior to such record date (in the case of a distribution) or action, and the number of Warrant Units as to which this Warrant may be exercised immediately prior to such record date (in the case of a distribution) or action shall be proportionately adjusted on an equitable basis and (y) the Exercise Price in effect immediately prior to such record date (in the case of a distribution) or action shall be proportionately adjusted on an equitable basis, assuming for purposes of determining the adjustment to the Warrant Units under this Section 3(a) that the aggregate number of Warrant Units for which this Warrant and all warrants issued pursuant to this Warrant are exercisable should equal that number necessary to maintain that percentage of the Units on a fully-diluted basis that the Warrant Units under this Warrant and all warrants issued pursuant to this Warrant represented immediately prior to the Adjustment Event. Adjustments shall be made successively whenever any event listed above shall occur.

(b) Effective Time of Adjustment. An adjustment made pursuant to Section 3(a) shall become effective at the close of business on the record date (in the case of a distribution) or on the effective date of another action referred to in Section 3(a); provided that, in the event that such distribution is not made, the number of Warrant Units or other property for which this Warrant may be exercised and the Exercise Price shall be readjusted, effective as of the date when the Board determines in Good Faith not to make such distribution, to reverse the effect of the applicable adjustment made pursuant to Section 3(a).

(c) When De Minimis Adjustments May Be Deferred. No adjustment in the number of Warrant Units as to which this Warrant may be exercised or the Exercise Price need be made until cumulative adjustments would require an increase or decrease of at least 0.5% in the number of Warrant Units as to which this Warrant may be exercised or the Exercise Price then in effect. Any adjustments that are not made shall be carried forward and taken into account in any subsequent adjustment.

(d) Rounding. All calculations under this Section 3 shall be made to the nearest 1/10,000th of a cent or to the nearest 1/100th of a Unit, as the case may be.

(e) No Impairment. The Company shall not, by amendment of its certificate of incorporation, bylaws or other organizational documents, or through a reorganization, transfer of assets, consolidation, merger, dissolution, issue, or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Warrant by the Company, but shall at all times in good faith assist in carrying out all of the provisions of this Section 3 and in taking all such action as may be necessary or appropriate to protect the Holder's rights under this Section 3 against impairment.

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4. Change of Control. In the event of any Change of Control, the Holder shall be entitled and obligated to transfer this Warrant to the acquirer or surviving entity (which, for the sake of clarity, may be the Company or Vantiv) in such Change of Control (the Acquirer ), and the Acquirer, as a condition to the consummation of such Change of Control transaction, shall be obligated to purchase this Warrant from the Holder, in each case, at an aggregate purchase price equal to the product of (a) the number of Units for which this Warrant is exercisable immediately before such Change of Control, multiplied by (b) the difference, if positive, between (i) the price paid per Unit to the holders of Units (or in the case of Change of Control of Vantiv, the price paid per share of Class A Common Stock) in such Change of Control (as determined based upon the Fair Market Value of the consideration paid, directly or indirectly), minus (ii) the Exercise Price; it being understood that the Holder shall receive the foregoing payment in the same form of consideration (and in the same proportion) as the consideration received by the holders of the Units (or in the case of a Change of Control of Vantiv, the shares of Class A Common Stock), in such Change of Control; it being further understood that if the holders of the Units (or in the case of a Change of Control of Vantiv, shares of Class A Common Stock) have the option to receive all or any of their portion of their consideration in cash or other property, the Holder shall have the same option. Notwithstanding the foregoing, at the election of the Acquirer, the Acquirer may require that the Holder transfer this Warrant to Vantiv or a subsidiary of Vantiv in connection with the Change of Control for the same per Unit consideration received by the holders of the Units (or in the case of a Change of Control of Vantiv, for the same per share consideration received by the holders of the shares of Class A Common Stock) for each Warrant Unit then issuable under this Warrant pursuant to Section 1. In the event that in any Change of Control the difference between the price paid per Unit or share of Class A Common Stock, as applicable, in such Change of Control minus the Exercise Price is less than or equal to zero, this Warrant shall automatically expire and terminate, and shall no longer be exercisable, immediately after the consummation of such Change of Control. The Acquirer shall be entitled to assign its rights to purchase this Warrant so long as such assignment does not adversely affect the Holder; provided that Acquirer shall not be relieved of its obligations hereunder by virtue of such assignment; and provided further that if the stock of Acquirer represents a portion of the purchase price then the Holder shall still receive stock of the Acquirer as provided above despite such assignment.

5. Notice of Adjustments and Certain Actions. If (a) (i) the Company proposes to take any action that would require an adjustment pursuant to Section 3 to the Exercise Price and/or the number of Warrant Units as to which this Warrant may be exercised or (ii) an event has occurred that would require the Exercise Price and/or the number of Warrant Units as to which this Warrant may be exercised to be adjusted pursuant to Section 3, (b) there is a proposal for any liquidation or dissolution of Vantiv, the Company, Opco or a significant Subsidiary or (c) the Company or Vantiv proposes to enter into a Change of Control, then, in any such case, the Company shall (x) promptly deliver to the Holder a notice in accordance with Section 12 stating the proposed record date for, or the date of the occurrence of, such event and, in the case of clause (a), the proposed adjustment to the Exercise Price and/or the number of Warrant Units as to which this Warrant may be exercised, showing in reasonable detail the facts upon which such adjustment is based, and (y) file such notice at the principal office of the Company. In addition, promptly upon request of the Holder following any adjustment pursuant to Section 3 to the number of Warrant Units as to which this Warrant may be exercised and/or the Exercise Price, the Company shall deliver to the Holder a new warrant evidencing such adjustments in

substitution and replacement for this Warrant and otherwise containing identical terms and conditions as those contained in this Warrant. In connection with a Change of Control, the Company shall deliver a notice in accordance with Section 12 within the earlier of five (5) days following the execution of the agreement with respect to such Change of Control and ten (10) days before the proposed date upon which the contemplated Change of Control is to be effected, indicating in such notice the date of execution of such agreement or such proposed effective date, as applicable, the amount and types of consideration to be paid for Units or shares of Class A Common Stock, as applicable, in the Change of Control, any election with respect to types of consideration that a holder of Units or shares of Class A Common Stock, as applicable, shall be entitled to make in connection with the Change of Control and the percentage of total Units or shares of Class A Common Stock, as applicable, to be transferred to the Acquirer in the Change of Control. In addition, promptly upon request of the Holder following any Transfer or termination of the Warrant in part but not in whole pursuant to Sections 4, 6(a) or 6(b), the Company shall deliver to the Holder a new warrant evidencing the remaining portion of the Warrant that was neither Transferred nor terminated, in substitution and replacement for this Warrant and otherwise containing identical terms and conditions as those contained in this Warrant, subject to any adjustment to the provisions of the Warrant made pursuant to Section 3.

6. Transferability of Warrant.

(a) Mechanics of Transfers. The Company shall maintain a registry showing the name and address of the Holder as the registered holder of this Warrant. Subject to satisfaction of the conditions set forth in this Section 6, this Warrant and all rights hereunder are transferable, in whole or in part, on the books of the Company to be maintained for such purpose, upon (i) the surrender of this Warrant, properly endorsed, at the principal office of the Company and (ii) delivery to the Company of the Form of Assignment attached hereto (or a reasonable facsimile thereof) completed and duly executed by the Holder. Upon such surrender and delivery, the Company shall promptly (i) make, execute and deliver a new warrant or warrants containing identical terms and conditions as contained in this Warrant other than the name(s) of any assignee(s) and the number of Warrant Units represented thereby in the name(s) of the assignee(s) and in the denominations specified in such instrument of assignment, and (ii) make, execute and deliver to the Holder a new warrant representing the number of Warrant Units that were not Transferred and otherwise containing identical terms and conditions as those contained in this Warrant. Upon such deliveries by the Company, this Warrant shall be canceled.

(b) Transfer Restrictions. Before an IPO, the Holder may Transfer all or any part of this Warrant, in each case, upon five (5) days prior written notice to the Company, only to:

(i) a transferee that concurrently acquires a pro rata portion of Class B Units (based on the Class B Units being Transferred by such Holder and its Permitted Affiliates (as defined below) to such transferee in relation to all Class B Units held by the Holder and its Affiliates as of the Closing Date) in accordance with the LLC Agreement; or

(ii) any of the following Persons: (A) (I) any Person who is a direct or indirect wholly-owned subsidiary of the Holder, (II) any Person who owns, directly or indirectly, one hundred percent (100%) of the equity interests of the Holder prior to such Transfer or (III) any Person that is directly or indirectly wholly owned by a Person who owns, directly or indirectly, one hundred percent (100%) of the equity interests of the Holder prior to such Transfer (any such Person in clauses (I), (II) or (III), a Permitted Affiliate ); provided that, if at any time such transferee ceases to be a Permitted Affiliate of the Holder, such transferee shall immediately (and, in any event, no later than three (3) Business Days thereafter) Transfer the portion of this Warrant that it holds (in whole but not in part) to a Person that is a Permitted Affiliate of the Holder or to the Holder itself; or (B) any Person, in the event that, as a result of any change in applicable law or the scope of business activities in which the Company and the Subsidiaries are engaged, ownership by the Holder of this Warrant is no longer legally permissible, as determined reasonably and in good faith by the Holder's legal counsel (provided such legal counsel is of national reputation and specializes in the legal matters involved in such determination); provided that to the extent the Holder is given a time period during which to divest this Warrant pursuant to this clause (B), the Holder shall use its commercially reasonable efforts to transfer this Warrant to an acquirer, if any at such time, of Class B Units as provided under Section 6(b)(i);

except, in the case of each of clauses (i) and (ii), to the extent any such action would, or would be reasonably likely to, result in a violation of applicable law (as determined by the Company's outside legal counsel, provided such legal counsel is of national reputation and specializes in the legal matters involved in such determination) or the imposition of material and adverse obligations, limitations or conditions on the Company and the Subsidiaries.

Following an IPO, the Holder may Transfer all or any part of this Warrant without restriction except as set forth in Sections 6(a), (c) and (d).

(c) Tax Matters. Notwithstanding any provision herein to the contrary, no direct or indirect Transfer of this Warrant shall be permitted during the Restricted Period (and for purposes of this Section 6(c) only, a Restricted Period does not terminate upon a Change of Control) if, after giving effect to such Transfer, the Company would have more than one hundred (100) partners (within the meaning of Treasury Regulation Section 1.7704-1(h), including without limitation, Section 1.7704-1(h)(3)), treating (solely for this purpose) each Holder of this Warrant or any new warrant(s) issued pursuant to this Warrant as a partner, and any such Transfer will be void *ab initio*, unless legal counsel to the Holder (provided such legal counsel is of national reputation and specializes in the legal matters involved in such determination) renders an opinion to the Company that such Transfer will not cause the Company to be treated as a publicly traded partnership within the meaning of Section 7704 of the Code.

(d) Transfer Expenses. If the Holder proposes to Transfer all or any part of this Warrant in accordance with the terms and conditions hereof, then the Holder shall be

responsible for all expenses incurred by such Holder in connection with such Transfer and the Company shall be responsible for all expenses incurred by the Company in connection with such Transfer.

(e) Invalid Transfers. Any purported Transfer of this Warrant other than in accordance with the terms of this Warrant shall be null and void *ab initio*, and the Company shall refuse to recognize any such Transfer for any purpose and shall not reflect in its records any change in record ownership pursuant to any such Transfer.

(f) LLC Agreement. Notwithstanding Section 8.4 of the LLC Agreement, in connection with a proposed Transfer of this Warrant, the Holder may, and the Company shall upon written request and upon receipt of a written confirmation by a proposed transferee to keep the same confidential, provide to such proposed transferee of this Warrant an electronic copy of the LLC Agreement.

7. Registration Rights. Upon issuance of any Warrant Units upon the exercise of this Warrant, a Holder (including any subsequent holders) of such Warrant Units shall have the right, upon execution of a joinder to the Registration Rights Agreement, to include all or any portion of the shares of Class A Common Stock for which such Warrant Units are exchangeable in any Registration Statement (as such term is defined in the Registration Rights Agreement) pursuant to the terms, and subject to the conditions, of the Registration Rights Agreement.

8. No Member Rights. This Warrant shall not entitle the Holder to any voting rights or other rights as a Member of the Company prior to the exercise of this Warrant.

9. Securities Act.

(a) The Holder of this Warrant, by acceptance hereof, acknowledges that neither this Warrant nor the Warrant Units issuable upon exercise of this Warrant have been registered under the Securities Act or any applicable state securities laws. The Holder, by acceptance of this Warrant, represents that it is fully informed as to the applicable limitations upon any distribution or resale of any portion of this Warrant and the Warrant Units under the Securities Act and any applicable state securities laws and agrees not to distribute or resell any portion of this Warrant or any Warrant Units if such distribution or resale would constitute a violation of the Securities Act or any applicable state securities laws or would cause the issuance of this Warrant or the Warrant Units to be in violation of the Securities Act or any applicable state securities laws. Any exercise of this Warrant by the Holder shall constitute a representation by the Holder that the Warrant Units are not being acquired with a view to, or for resale in connection with, any distribution or public offering of such Warrant Units in violation of the Securities Act or any applicable state securities laws.

(b) At all times after the Company has filed a registration statement with the SEC under the Securities Act, the Company covenants that it will use its reasonable best efforts to timely file all reports and other documents required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations promulgated by the SEC thereunder to enable such Holder to, if permitted by the terms of this Warrant, sell

this Warrant without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 or Regulation S under the Securities Act, as such rules may be amended from time to time, or (ii) any successor rule or regulation hereafter adopted by the SEC. Upon the written request of the Holder or any holder of a warrant issued pursuant to this Warrant, the Company will deliver to such holder a written statement that it has complied with such requirements.

(c) Subject to the provision of documentation as the Company may reasonably request, the Company will replace any legended certificates representing Warrant Units with unlegended certificates promptly upon the request by any Holder of Warrant Units at any time after such Warrant Units are registered under the Securities Act or no longer require an exemption from registration under the Securities Act.

10. Definitions. The following terms shall have the meanings given to them below.

Acquirer has the meaning set forth in Section 4.

Adjustment Event has the meaning set forth in Section 3(a).

Advent Blocker means Advent-Kong Blocker Corp., a corporation organized under the laws of the State of Delaware and currently known as Vantiv.

Advent Stockholders means any investment fund affiliates of Advent International Corporation (or any successor) that hold shares of Class A Common Stock.

Affiliate means, with respect to any Person, any other Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with, such Person; it being understood that control or any version thereof in this definition shall have the meaning ascribed thereto in Rule 12b-2 under the Exchange Act.

Board means the Board of Directors of Vantiv.

Business Day means any day of the year other than a Saturday, a Sunday or any other day on which national or state banking institutions in Ohio are required or authorized by law to close.

Change of Control means: any (i) merger, consolidation or other business combination of the Company or Vantiv (or any Subsidiary or Subsidiaries that alone or together represent all or substantially all of the Company's or Vantiv's consolidated business at that time) or any successor or other entity owning or holding substantially all the assets of the Company or Vantiv and their respective Subsidiaries that results in the Members (in the case of the Company) or the Members and the holders of Class A Common Stock (in the case of Vantiv) immediately before the consummation of such transaction, or a series of related transactions, holding, directly or indirectly, less than fifty percent (50%) of the voting power of the Company or Vantiv (or such Subsidiary or Subsidiaries) or any successor or other entity owning or holding substantially all the assets of the Company or Vantiv and their respective Subsidiaries or the surviving entity thereof, as applicable, immediately following the consummation of such transaction or series of related transactions; it being understood that such ownership shall be evaluated on a combined



basis (i.e., on an as converted basis and without regard to any voting power or ownership limitation on FTB and its Affiliates) so that any ownership interest in Vantiv shall be aggregated with any ownership interest in the Company or any other Subsidiary of Vantiv or any such successor; and it being further understood that no Change of Control shall be deemed to occur to the extent the acquirer thereof is any of the Advent Stockholders or their Affiliates or FTB or any of its Affiliates or any Person with whom any of the foregoing has formed a joint venture or has otherwise formed a Group with respect to such Change of Control; (ii) transfer, in one or a series of related transactions, of, (x) with respect to the Company or any successor or other entity owning or holding substantially all the assets of the Company and its Subsidiaries, Units (or other equity interests) representing fifty percent (50%) or more of the voting power of the Company (or such Subsidiary or Subsidiaries) or such successor or other entity, to a Person or Group (other than Vantiv and any of its Subsidiaries, the Advent Stockholders or any of their Affiliates or FTB or any of its Affiliates or any Person with whom any of the foregoing has formed a joint venture or has otherwise formed a Group with respect to such Change of Control), and (y) with respect to Vantiv or any successor or other entity owning or holding substantially all the assets of Vantiv and its Subsidiaries, shares of Class A Common Stock (or other equity interests) that results in any Person or Group (other than any of Vantiv's Subsidiaries, the Advent Stockholders or their Affiliates or FTB or its Affiliates or any Person with whom any of the foregoing has formed a joint venture or has otherwise formed a Group with respect to such Change of Control) owning or holding, directly or indirectly, (A) shares of Class A Common Stock entitled to elect a majority of the Board or the board of directors of any such successor or other entity or (B) fifty percent (50%) or more of the shares of Class A Common Stock (or equity interests) of Vantiv (or such Subsidiary or Subsidiaries) or any such successor or other entity; it being understood that such ownership shall be evaluated on a combined basis (i.e., on an as converted basis) so that any ownership interest in Vantiv shall be aggregated with any ownership interest in the Company or any other Subsidiary of Vantiv or any such successor; or (iii) sale or other disposition in one or a series of related transactions of all or substantially all of the assets of the Company or Vantiv and their respective Subsidiaries; it being understood that no Change of Control shall be deemed to occur to the extent the acquirer of such assets is any of the Advent Stockholders or their Affiliates or FTB or any of its Affiliates or any Person with whom any of the foregoing has formed a joint venture or has otherwise formed a Group with respect to such Change of Control. Notwithstanding anything to the contrary contained herein, for purpose of determining whether a Change of Control has occurred, it shall be assumed that all Class B Units have been exchanged for shares of Class A Common Stock (or equity interests of any successor or other entity owning or holding substantially all the assets of Vantiv and its Subsidiaries) immediately prior to any such merger, consolidation, other business combination or transfer and there is no limitation on the voting power or ownership limitation on FTB and its Affiliates. For the avoidance of doubt, an IPO shall not be deemed to be a Change of Control.

Chosen Courts has the meaning set forth in Section 13.

Class A Common Stock means the Class A common stock of Vantiv.

Class A Units means the Class A Units of the Company or any successor thereto.

Class B Units means the Class B Units of the Company or any successor thereto.

Class C Non-Voting Units means the Class C Non-Voting Units of the Company or any successor thereto.

Closing Date means June 30, 2009.

Code means the Internal Revenue Code of 1986, as amended, or any successor statute.

Commission means the Securities and Exchange Commission and any successor thereto.

Company has the meaning set forth in the Preamble and includes any successor thereof.

Exchange Act means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, as amended, or any successor federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

Exercise Price has the meaning set forth in Section 1.

Expiration Time means the earlier of (a) immediately after the consummation of a Change of Control in the event the price paid per Unit in such Change of Control minus the Exercise Price is less than or equal to zero, (b) 5:00 p.m., Cincinnati, Ohio time, on the twentieth (20th) anniversary of the Issue Date and (c) 5:00 p.m., Cincinnati, Ohio time, on the sixtieth (60th) day (subject to extension for an additional sixty (60) days in the event of an extended regulatory review) following the date on which the Put Rights (as defined in the First LLC Agreement) are exercised if (i) the closing of the transactions contemplated by Section 6.3(f) of the First LLC Agreement are not consummated or (ii) the payment contemplated by Section 6.3(f) is not made, in either case, within sixty (60) days (subject to extension for an additional sixty (60) days in the event of an extended regulatory review) following the date on which the Put Rights are exercised; provided that, if the right to exercise the Put Right is disputed in good faith pursuant to Section 6.3(f) of the First LLC Agreement, then in such case the Expiration Time shall occur only when and if the dispute is settled in a manner such that the holders of voting capital stock of Advent Blocker did have the right to exercise the Put Rights.

Fair Market Value means, with respect to any asset or security, the fair market value of such asset or security, as between a willing buyer and a willing seller not under a compulsion to buy or sell in an arms -length transaction occurring on the date of the valuation, taking into account the relevant factors, as reasonably determined in Good Faith by the Board at the time of issuance or the entry into the transaction; it being understood that, (i) with respect to a security that is listed on a national securities exchange or quoted on NASDAQ, Fair Market Value shall mean the average of the closing prices of such security over the thirty (30) day period ending one (1) Business Day prior to the date of measurement, and (ii) with respect to a security that is traded over-the-counter, Fair Market Value shall mean the average of the closing bid prices over the thirty (30) day period ending one (1) Business Day prior to the date of measurement.

First LLC Agreement means the Amended and Restated Limited Liability Company Agreement of the Company, dated as of June 30, 2009.

FTB means Fifth Third Bank, a bank chartered under the laws of the State of Ohio.

Good Faith means a Person having acted honestly and fairly and in a manner such Person reasonably believed to be in or not opposed to the best interests of the Company (as opposed to the interests of a particular Member), and, with respect to a criminal proceeding, having had no reasonable cause to believe such Person's conduct was unlawful.

Group means group (within the meaning of Section 13(d)(3) of the Exchange Act).

Holder has the meaning set forth in the Preamble.

IPO means the first registered, public offering of shares of Class A Common Stock of Vantiv for cash pursuant to an effective registration statement under the Securities Act, registered on Form S-1 (or any successor form) in which such shares of Class A Common Stock of Vantiv are sold to one or more underwriters on a firm-commitment basis for reoffering to the public.

Issue Date means the date set forth in the Preamble.

LLC Agreement means the Amended and Restated Limited Liability Company Agreement of the Company, dated as of the date hereof, as amended from time to time in accordance with its terms.

Member means Advent Blocker, FTB, FTPS Partners, LLC and the Persons listed on Schedule I of the LLC Agreement, and each other Person who is hereafter admitted as a Member in accordance with the terms of the LLC Agreement, but only to the extent such Person has not ceased to be a Member pursuant to Section 6.1 of the LLC Agreement.

Net Exercise Notice has the meaning set forth in the Recitals.

OpcO means Fifth Third Processing Solutions, LLC, a Delaware limited liability company and the Company's wholly-owned Subsidiary, and any successor thereto.

Original Holder means any of Advent Blocker, FTB and FTPS Partners, LLC.

Permitted Affiliate has the meaning set forth in Section 6(b)(ii).

Person means an individual, a corporation, a partnership, an association, a limited liability company, a joint venture, a Government Entity, a trust or other entity or organization.

Pro Rata Repurchases means any purchase of Units by the Company or any Affiliate thereof pursuant to (A) any tender offer or exchange offer subject to Section 13(e) or

14(e) of the Exchange Act or Regulation 14E promulgated thereunder or (B) any other offer available to substantially all holders of Units, in the case of both (A) or (B), whether for cash, Units or other securities of the Company, evidences of indebtedness of the Company or any other Person or any other property, or any combination thereof, effected while this Warrant is outstanding. The effective date of a Pro Rata Repurchase shall mean the date of acceptance of shares for purchase or exchange by the Company under any tender or exchange offer that is a Pro Rata Repurchase or the date of purchase with respect to any Pro Rata Purchase that is not a tender or exchange offer.

Registration Rights Agreement means the Registration Rights Agreement by and among Vantiv and the stockholders listed on the signature pages thereto, dated as of the date hereof, as amended from time to time in accordance with its terms.

Remaining Warrant Units has the meaning set forth in the Recitals.

Restricted Period means any period with respect to which the Company (or any successor thereto) is treated as a partnership for U.S. federal income tax purposes; provided that the Restricted Period shall terminate upon the earlier of (i) a Change of Control, and (ii) in the event Vantiv is no longer a public company owning the Company, the first registered, public offering of Units of the Company for cash pursuant to an effective registration statement under the Securities Act, registered on Form S-1 (or any successor form) in which such Units are sold to one or more underwriters on a firm-commitment basis for reoffering to the public or conversion of the Company or like transaction (or any Subsidiary or Subsidiaries that alone or together represent all or substantially all of the Company's consolidated business at that time) in anticipation of such an initial public offering (for the avoidance of doubt, the initial public offering of shares of Class A Common Stock shall not be deemed to constitute the initial public offering described in clause (ii)).

Securities Act means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

Subsidiary means any Person of which (i) a majority of the outstanding share capital, voting securities or other equity interests are owned, directly or indirectly, by the Company and/or any other Subsidiary or (ii) the Company and/or any other Subsidiary is entitled, directly or indirectly, to appoint a majority of the board of directors or comparable body of such Person.

Transfer means, with respect to this Warrant or any Units, (a) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Warrant or Units or any participation or interest therein, whether directly or indirectly, or to agree or commit to do any of the foregoing, and (b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation or other transfer of such Warrant or Units or any participation or interest therein, or any agreement or commitment to do any of the foregoing, including in each case through the Transfer of any Person directly holding such Warrant or Units or any direct interest in such Person; it being understood that a Transfer of a controlling interest in any Person holding such Warrant or Units shall be deemed to

be a Transfer of such Warrant and all of the Units held by such Person. Notwithstanding anything to the contrary in this Warrant, no Transfer of an interest in any Person which is a public company or which is a limited partner in any investment entity that holds a direct or indirect interest in an Original Holder shall be deemed to constitute a Transfer of this Warrant or any Units held by such Original Holder unless such Original Holder and such Person are acting in concert with respect to such Transfer or such Original Holder, alone or together with its Affiliates or other Persons with whom it is acting in concert, controls such Person.

Underlying Unit means, as applicable, (a) prior to, and except in connection with, following such time as Vantiv is no longer a public company owning the Company the first registered, public offering of Units of the Company for cash pursuant to an effective registration statement under the Securities Act, registered on Form S-1 (or any successor form) in which such Units are sold to one or more underwriters on a firm-commitment basis for reoffering to the public and in which the Class B Units (or their equivalent) are offered or the Class B Units are exchangeable for such Units being offered, a Class C Non-Voting Unit, or (b) upon and after the consummation of such an initial public offering in which the Class B Units (or their equivalent) are offered or the Class B Units are exchangeable for such Units being offered, (i) a Class C Non-Voting Unit or (ii) the common stock or other equity securities for which a Class C Non-Voting Unit has been converted or exchanged of a successor corporation or entity into which the Company is merged.

Unit means, a Class A Unit, a Class B Unit, a Class C Non-Voting Unit or any other Underlying Unit, as applicable, and Units means the Class A Units, the Class B Units, the Class C Non-Voting Units or any other Underlying Units, collectively or separately.

Vantiv has the meaning set forth in Section 1 and includes any successor thereof.

Warrant has the meaning set forth in the Preamble.

Warrant Exercise Period has the meaning set forth in Section 1.

Warrant Transaction has the meaning set forth in the Recitals.

Warrant Units has the meaning set forth in the Preamble.

11. Amendment and Waiver. This Warrant and any provision hereof may be amended only by an instrument in writing signed by the Holder and the Company; provided that if the Company has consented to an amendment of any warrant issued pursuant to this Warrant that is more favorable to the Holder thereof, the Company promptly shall so inform the Holder and such amendment shall apply to this Warrant without further action by the Holder. This Warrant and any provision hereof may only be waived by a writing signed by the party against whom the waiver is to be effective; provided that if the Company has waived any provision of any warrant issued pursuant to this Warrant, the Company promptly shall so inform the Holders and upon request of any Holder shall execute an instrument in writing consenting to a like waiver of such provision with respect to such Holder. Notwithstanding anything to the contrary in this Warrant, in the event that all or any part of this Warrant is Transferred to more than one Holder

of record in accordance with Section 6, the consent of FTB (for so long as FTB is a Holder) and the Holders of record of a majority of Units then underlying all outstanding warrants derived from this Warrant shall be required to amend any provisions of such warrants, and any such amendment or waiver shall be binding on, and enforceable against, all such Holders. The failure of any party to enforce any of the provisions of this Warrant shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Warrant in accordance with its terms.

12. Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder or the Company shall be given at the address or email address set forth on the signature pages to this Warrant. Each proper notice shall be effective upon any of the following: (a) personal delivery to the recipient, (b) when telecopied or emailed to the recipient if the telecopy is promptly confirmed by automated or telephone confirmation thereof or if the email is promptly confirmed by email or telephone confirmation thereof, or (c) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid).

13. Descriptive Headings; Governing Law; Selection of Forum; Waiver of Trial by Jury. The descriptive headings of the several paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. This Warrant shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York, without reference to the conflicts of laws thereof to the extent such reference would direct a matter to another jurisdiction. Each of the Holder and the Company agrees that it shall bring any action, suit, demand or proceeding (including counterclaims) in respect of any claim arising out of or related to this Warrant, exclusively in the United States District Court for the Southern District of New York or any New York State court, in each case, sitting in New York County (the Chosen Courts ), and solely in connection with claims arising under this Warrant (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action, suit, demand or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over such party and (iv) agrees that service of process upon such party in any such action, suit, demand or proceeding shall be effective if notice is given in accordance with Section 12. Each of the Holder and the Company irrevocably waives any and all right to trial by jury in any action, suit, demand or proceeding (including counterclaims) arising out of or related to this Warrant.

14. Lost Warrant. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction, or mutilation of this Warrant (which evidence may include an affidavit of loss), and (a) in the case of any such loss, theft or destruction, the posting of a bond in an amount reasonably satisfactory to the Company or execution and delivery of an indemnity agreement in a form reasonably satisfactory to the Company and, (b) in the case of any such mutilation, upon surrender and cancellation of such Warrant, the Company will make, execute and deliver a new Warrant in lieu of the lost, stolen, destroyed or mutilated Warrant.

15. HSR Filings. In the event that as a condition to or in connection with the exercise of this Warrant, the Company is required to make any filing pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as in effect from time to time, and the regulations promulgated thereunder, or any similar law, rule or regulation, the Holder shall reimburse the

Company for all filing fees and actual and reasonable attorneys fees and other out of pocket expenses incurred in connection with such filing, and the Company's obligations hereunder with respect to issuing Warrant Units shall not be effective until any applicable waiting period has expired or consent has been obtained.

*[The remainder of this page is left blank intentionally.]*

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IN WITNESS WHEREOF, the Company has executed this Warrant as of the Issue Date.

**VANTIV HOLDING, LLC**

By. /s/ Charles Drucker  
Name: Charles Drucker  
Title: President and Chief Executive Officer

Address for notice purposes:

c/o Vantiv, Inc.  
8500 Governor s Hill Drive  
Symmes Township, OH 45249  
Facsimile: (513) 900-5200  
Attention: Ned Greene  
Jared Warner

With a copy to:

Weil, Gotshal & Manges LLP  
100 Federal Street, 34th Floor  
Boston, MA 02110  
Facsimile: (617) 772-8333  
Attention: Marilyn French Shaw

Acknowledged and agreed as of the Issue Date:

**HOLDER:**

**FIFTH THIRD BANK**

By. /s/ James C. Leonard  
Name: James C. Leonard  
Title: Treasurer

Address for notice purposes:

38 Fountain Square Plaza  
Cincinnati, OH 45263  
Facsimile: (513) 534-6757  
Attention: Tayfun Tuzun  
Sam Lind  
Kevin Lippert  
Al Cliffel



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**Form of Subscription**

To the Company:

The undersigned holder of the attached Warrant (the Holder ) hereby (*check all that apply*):

- “ irrevocably elects to purchase for cash \_\_\_\_\_ Warrant Units for an aggregate Exercise Price of \$ \_\_\_\_\_ , the payment of which amount the Holder is concurrently making to the Company (*check all that apply*) in cash , by” wire transfer , by certified check” or by any combination of the” foregoing; and/or”
  - “ irrevocably surrenders the right to purchase \_\_\_\_\_ Warrant Units, and a proportionate part of the Warrant and the rights evidenced thereby, in exchange for that number of Warrant Units computed in accordance with the provisions of Section 2(b) of the Warrant; and
- requests that such Warrant Units be held (and the related capital contribution be made) in the name of \_\_\_\_\_ whose address is \_\_\_\_\_ .

The Holder hereby represents (i) that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in the Warrant Units; (ii) that it can bear the economic risk of its investment in the Warrant Units and can afford to lose its entire investment in the Warrant Units; (iii) that it has been furnished the materials relating to its investment in the Warrant Units which it has reasonably requested in connection with its investment; and (iv) that it is acquiring the Warrant Units for investment and not with a view toward, or for sale in connection with, any distribution thereof in violation of the Securities Act of 1933, as amended (the Securities Act ) or any applicable state securities laws. The Holder agrees that the Warrant Units may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act, except pursuant to an exemption from the Securities Act and any applicable state securities laws.

The Holder (to the extent not already a party thereto) hereby joins each of the following agreements as if an original party thereto: (i) the Lock-Up Agreement by and among J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and Credit Suisse Securities (USA) LLC, as representatives of the several underwriters listed in Schedule 1 to the Underwriting Agreement referenced therein, and the stockholders of Vantiv named therein, dated as of March 21, in the capacity of a \_\_\_\_\_ stockholder thereunder, (ii) the Registration Rights Agreement in the capacity of a \_\_\_\_\_ Fifth Third Holder thereunder and (iii) the Exchange Agreement by and among Vantiv, the Company, FTB, FTFS Partners, LLC and such other holders of Class B Units or Class C Non-Voting Units of the Company from time to time party thereto, as amended from time to time in accordance with its terms, in the capacity of a \_\_\_\_\_ Holding Unitholder thereunder.

If the number of Warrant Units purchased is less than all of the Warrant Units evidenced by the Warrant, then the Holder requests that a new warrant representing the remaining Warrant Units subject to the Warrant be issued and delivered to the Holder.

All capitalized terms used but not defined herein shall have the meanings ascribed to those terms in the Warrant.

Dated:

*(Signature)*

*(Address)*

**Form of Assignment**

FOR VALUE RECEIVED, the undersigned holder of the attached Warrant (the Holder ) hereby sells, assigns and transfers all of the rights of the Holder under that portion of the attached Warrant specified below unto the assignee(s) specified below:

Name of Assignee	Address	No. of Warrant Units Underlying the Warrant Subject to Transfer
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Dated:

*(Signature)*

*(Address)*