

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 13, 2017

Everi Holdings Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation)

001-32622

(Commission File Number)

20-0723270

(IRS Employer Identification No.)

**7250 S. Tenaya Way, Suite 100
Las Vegas, Nevada**

(Address of principal executive offices)

89113

(Zip Code)

Registrant's telephone number, including area code: **(800) 833-7110**

N/A

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

On November 13, 2017, Everi Holdings Inc. (the “*Company*”), and its wholly owned subsidiary, Everi Payments Inc., entered into a First Amendment (the “*Amendment*”) to the Credit Agreement dated as of May 9, 2017 (as amended, the “*Credit Agreement*”). Per the terms of the Amendment, the interest rate on the \$818.0 million outstanding balance of the senior secured term loan under the Credit Agreement was reduced by 100 basis points to LIBOR + 3.50% from LIBOR + 4.50% with the LIBOR floor unchanged at 1.00%. The senior secured term loan under the Credit Agreement will be subject to a prepayment premium of 1.00% of the principal amount repaid for any voluntary prepayment or mandatory prepayment with proceeds of debt that has a lower effective yield than the repriced term loan or any amendment to the repriced term loan that reduces the interest rate thereon, in each case, to the extent occurring within six months of the effective date of the Amendment. The maturity date for the Credit Agreement remains May 9, 2024, and no changes were made to the financial covenants or other debt repayment terms.

The foregoing description of the Amendment is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 8.01 Other Items

The Company issued a press release on November 13, 2017 announcing the repricing of the senior secured term loan under the Credit Agreement. A copy of the press release is filed as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Credit Agreement, dated as of November 13, 2017, by and among Everi Payments Inc., Everi Holdings Inc., Everi Games Holding Inc., Everi Games Inc., Everi Interactive LLC, Central Credit, LLC and GCA MTL, LLC, the lenders signatory thereto and Jefferies Finance LLC, as administrative agent.
99.1	Press Release of Everi Holdings Inc. dated November 13, 2017.

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>First Amendment to Credit Agreement, dated as of November 13, 2017, by and among Everi Payments Inc., Everi Holdings Inc., Everi Games Holding Inc., Everi Games Inc., Everi Interactive LLC, Central Credit, LLC and GCA MTL, LLC, the lenders signatory thereto and Jefferies Finance LLC, as administrative agent.</u>
99.1	<u>Press Release of Everi Holdings Inc. dated November 13, 2017.</u>

SIGNATURES

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

EVERI HOLDINGS INC.

Date: November 13, 2017

By: /s/ Todd A. Valli

Todd A. Valli, Senior Vice President, Corporate Finance and Chief
Accounting Officer

FIRST AMENDMENT TO CREDIT AGREEMENT

FIRST AMENDMENT TO CREDIT AGREEMENT (this “First Amendment”), dated as of November 13, 2017, among EVERI PAYMENTS INC., a Delaware corporation (the “Borrower”), EVERI HOLDINGS INC., a Delaware corporation (the “Parent”), EVERI GAMES HOLDING INC., EVERI GAMES INC., EVERI INTERACTIVE LLC, CENTRAL CREDIT, LLC AND GCA MTL, LLC, as guarantors (together with the Borrower and the Parent, the “Loan Parties”), the lenders party hereto (collectively, the “Lenders”) and JEFFERIES FINANCE LLC, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”). All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement referred to below (as amended by this First Amendment).

WITNESSETH:

WHEREAS, the Parent, the Borrower, the Lenders, the Administrative Agent and the Collateral Agent are parties to that certain Credit Agreement, dated as of May 9, 2017 (as amended, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”); and

WHEREAS, the Parent, the Borrower, the Lenders, the Administrative Agent and the Collateral Agent desire to amend the Credit Agreement to decrease the Applicable Rate to the Term B Facility and to make certain other changes to the Credit Agreement, in each case, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by each party hereto, it is agreed:

I. Amendments to Credit Agreement.

A. Clause (a) of the definition of “Applicable Rate” or “Applicable Commitment Fee Rate” in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“(a) with respect to the Term B Facility, (i)(A) prior to the First Amendment Effective Date, 4.50% in the case of Eurodollar Rate Loans and (B) from and after the First Amendment Effective Date, 3.50% in the case of Eurodollar Rate Loans and (ii)(A) prior to the First Amendment Effective Date, 3.50% in the case of Base Rate Loans and (B) from and after the First Amendment Effective Date, 2.50% in the case of Base Rate Loans.”.

B. Section 1.01 of the Credit Agreement is hereby further amended by inserting in the appropriate alphabetical order the following new definitions:

“‘First Amendment’ means the First Amendment to Credit Agreement, dated as of November 13, 2017, by and among the Loan Parties, the Lenders party thereto and the Administrative Agent.”

“‘First Amendment Effective Date’ has the meaning specified in the First Amendment.”

C. Sections 2.05(a) and 11.13(e) of the Credit Agreement are hereby amended by deleting the text “on or prior to the six-month anniversary of the Closing Date” appearing therein and inserting the text “either (a) on or prior to the six-month anniversary of the Closing Date or (b) after the First Amendment Effective Date and on or prior to the six-month anniversary of the First Amendment Effective Date, in either case” in lieu thereof.

D. The last sentence of Section 11.13 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Notwithstanding anything to the contrary in this Section 11.13, (A) in the case of any assignment and replacement of a Lender resulting from such Lender becoming a Non-Consenting Lender, (1) not later than four Business Days after such Non-Consenting Lender’s receipt of notice from the Borrower of the proposed replacement of such Non-Consenting Lender in accordance with this Section 11.13 (or such later date as the Administrative Agent may agree in its sole discretion), such Non-Consenting Lender shall execute and deliver an Assignment and Assumption to the Administrative Agent, the Borrower and the applicable assignee Lender to evidence such assignment, (2) if such Non-Consenting Lender refuses or fails to execute and deliver any such Assignment and Assumption within such four Business Day period (or such longer period as the Administrative Agent may agree in its sole discretion), then the Administrative Agent may, but shall not be required to, execute and deliver such Assignment and Assumption in the name of and on behalf of such Non-Consenting Lender and (3) irrespective of whether the Administrative Agent executes and delivers such Assignment and Assumption, such Non-Consenting Lender shall be deemed to have executed and delivered such Assignment and Assumption without any action on the part of the Non-Consenting Lender and (B) in the case of any assignment or delegation (including any assignment resulting from a Lender becoming a Non-Consenting Lender), a Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.”

II. Miscellaneous Provisions.

A. In order to induce the undersigned Lenders to enter into this First Amendment, each of the Parent and the Borrower hereby represents and warrants that:

1. no Default or Event of Default exists on the First Amendment Effective Date or would result from this First Amendment becoming effective in accordance with its terms; and

2. all of the representations and warranties of each Loan Party contained in Article VI of the Credit Agreement and in each other Loan Document are true and correct in all material respects on and as of the First Amendment Effective Date (except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date); provided that, to the extent that such representations and warranties are qualified by materiality, material adverse effect or similar language, they shall be true and correct in all respects on and as of the First Amendment Effective Date (except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date).

B. This First Amendment is limited to the matters specified herein and shall not constitute a modification, acceptance or waiver of any other provision of the Credit Agreement or any other Loan Document.

C. This First Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this First Amendment by e-mail transmission shall be equally as effective as delivery of an original executed counterpart of this First Amendment. A complete set of counterparts of this First Amendment shall be lodged with Borrower and the Administrative Agent.

D. The terms of Sections 11.14 and 11.15 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

E. This First Amendment shall become effective on the date (the “First Amendment Effective Date”) when:

1. the Administrative Agent shall have received duly executed and delivered counterparts hereof from each Loan Party and the Administrative Agent, and each of the Required Lenders (determined immediately prior to giving effect to this First Amendment), and each Term B Lender (including each replacement Term B Lender that replaces a Non-Consenting Lender pursuant to Section 11.13 of the Credit Agreement) shall have submitted an executed signature page to EveriOct17@lendamend.com; provided, however, the provisions of Section I.D. of this First Amendment shall become effective when the Administrative Agent shall have received such counterparts from each Loan Party and the Administrative Agent, and each of the Required Lenders (determined immediately prior to giving effect to this First Amendment) shall have submitted an executed signature page to EveriOct17@lendamend.com;

2. the Borrower shall have paid all fees and expenses required to be paid to the Administrative Agent, the Lead Arranger and the Lenders on or before the First Amendment Effective Date (including, without limitation, reasonable and documented fees and expenses of one outside counsel);

3. the Administrative Agent shall have received from the Borrower payment of all accrued but unpaid interest through but not including the First Amendment Effective Date with respect to the Term B Facility; and

4. the Administrative Agent shall have received a certificate, dated the First Amendment Effective Date and signed by a Responsible Officer of the Borrower, certifying on behalf of the Parent and the Borrower that (a) the representations and warranties made by Parent and Borrower in Section II. A. above are true and correct on and as of the First Amendment Effective Date and (b) the conditions precedent in this Section II. E. have been satisfied.

F. Each Loan Party has read this First Amendment and consents to the terms hereof and hereby acknowledges and agrees that any Loan Document to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall be valid, binding, and enforceable in accordance with its terms, and shall not be impaired or limited by the execution or effectiveness of this First Amendment.

G. From and after the First Amendment Effective Date, all references in the Credit Agreement and each of the other Loan Documents to the Credit Agreement shall be deemed to be references to the Credit Agreement as modified hereby on the First Amendment Effective Date.

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this First Amendment as of the date first above written.

**EVERI PAYMENTS INC.
EVERI HOLDINGS INC.
EVERI GAMES HOLDING INC.
EVERI GAMES INC.
EVERI INTERACTIVE LLC**

By: /s/ Randy L. Taylor
Name: Randy L. Taylor
Title: Chief Financial Officer

GCA MTL, LLC

By: /s/ Michael D. Rumbolz
Name: Michael D. Rumbolz
Title: Chief Executive Officer

CENTRAL CREDIT, LLC

By: Everi Payments Inc., its sole member

By: /s/ Randy L. Taylor
Name: Randy L. Taylor
Title: Chief Financial Officer

JEFFERIES FINANCE LLC , as Administrative
Agent and a Lender

By: /s/ J. Paul McDonnell

Name: J. Paul McDonnell

Title: Managing Director

[Signature Page to First Amendment to Credit Agreement]

SIGNATURE PAGE TO FIRST AMENDMENT TO CREDIT AGREEMENT, DATED AS OF THE DATE FIRST WRITTEN ABOVE, AMONG EVERI PAYMENTS INC., EVERI HOLDINGS INC., EVERI GAMES HOLDING INC., EVERI GAMES INC., EVERI INTERACTIVE LLC, CENTRAL CREDIT, LLC, GCA MTL, LLC, THE LENDERS PARTY THERETO AND JEFFERIES FINANCE LLC, AS ADMINISTRATIVE AGENT

NAME OF INSTITUTION:

By: _____

Name:

Title:

[For Lenders needing a second signature block:

By: _____

Name:

Title:]

[Signature Page to First Amendment to Credit Agreement]



EVERI COMPLETES REPRICING OF \$820 MILLION TERM LOAN FACILITY

Las Vegas, NV – November 13, 2017 – Everi Holdings Inc. (NYSE:EVRI) (“Everi” or the “Company”), the casino gaming industry’s single source provider of gaming products and payments solutions, announced today that it has successfully completed the repricing of its \$820.0 million Senior Secured Term Loan (the “Term Loan”).

Under the amended Term Loan, the interest rate has been reduced by 100 basis points to LIBOR + 3.50% from LIBOR + 4.50% and includes six months of 101 soft call protection. The LIBOR floor remains unchanged at 1.00%. Based on the interest rates currently in effect and a Term Loan balance outstanding of \$818.0 million, the repricing is expected to generate cash interest savings of approximately \$8.2 million on an annualized basis. These expected cash interest savings are in addition to the cash interest savings achieved as a result of the Company’s May 2017 refinancing of its former First Lien Term Loan and Senior Secured Notes. The maturity date for the Term Loan remains May 9, 2024, and no changes were made to the financial covenants or other debt repayment terms.

“The reduced interest rate on our Term Loan is a direct result of the tremendous progress we have made throughout 2017 and our ability to successfully execute on our business plan,” said Randy Taylor, Executive Vice President and Chief Financial Officer of Everi. “This repricing provides another important update to our capital structure. We continue to reduce our annual cash interest costs and improve our ability to generate additional free cash flow in future periods, which provides opportunities for incremental deleveraging and the creation of new value for our shareholders.”

Cautionary Note Regarding Forward-Looking Statements

This press release contains “forward-looking statements” as defined in the U.S. Private Securities Litigation Reform Act of 1995. In this context, forward-looking statements often address our expected future business and financial performance, and often contain words such as “goal,” “target,” “future,” “estimate,” “expect,” “anticipate,” “intend,” “plan,” “believe,” “seek,” “project,” “may,” “should,” or “will” and similar expressions to identify forward-looking statements.

The forward-looking statements in this press release are subject to additional risks and uncertainties, including those set forth under the heading “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our filings with the Securities and Exchange Commission (the “SEC”), including, without limitation, our Annual Report on Form 10-K for the fiscal year ended December 31, 2016 filed with the SEC on March 14, 2017 and subsequent periodic reports, and are based on information available to us on the date hereof.

These cautionary statements qualify our forward-looking statements and you are cautioned not to place undue reliance on these forward-looking statements. Any forward-looking statement contained herein speaks only as of the date on which it is made, and we do not intend, and assume no obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

About Everi

Everi is dedicated to providing video and mechanical reel gaming content and technology solutions, integrated gaming payments solutions and compliance and efficiency software to casino operators. Everi Games provides: (a) comprehensive content, electronic gaming units and systems for Native American and commercial casinos, including both Wide-Area Progressive systems and the award winning TournEvent[®] slot tournament solution; and (b) the central determinant system for the video lottery terminals installed in the State of New York. Everi Payments provides: (a) access to cash at gaming facilities via Automated Teller Machine cash withdrawals, credit card cash access transactions, point of sale debit card transactions, and check verification and warranty services; (b) fully integrated gaming industry kiosks that provide cash access and related services; (c) products and services that improve credit decision making, automate cashier operations and enhance patron marketing activities for gaming establishments; (d) compliance, audit and data solutions; and (e) online payment processing solutions for gaming operators in states that offer intrastate, Internet-based gaming and lottery activities.

Contacts

Investor Relations

Richard Land, James Leahy

JCIR

212-835-8500 or evri@jcir.com