
**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): December 28, 2016 (December 21, 2016)

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))
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Item 1.01. Entry into a Material Definitive Agreement.

On December 21, 2016, Everi Payments Inc., a wholly owned subsidiary of Everi Holdings Inc., entered into a Fifth Amendment (the "Amendment") to Contract Cash Solutions Agreement (the "Agreement") with Wells Fargo Bank, N.A. The Amendment extends the expiration date of the Agreement from June 30, 2018 to June 30, 2019.

The foregoing summary does not purport to be complete and is qualified in its entirety by the text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Document</u>
10.1	Fifth Amendment to Contract Cash Solutions Agreement, dated December 21, 2016, between Everi Payments Inc. and Wells Fargo Bank, N.A.

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: December 28, 2016

By: /s/ Todd A. Valli
Todd A. Valli, Senior Vice President, Corporate
Finance and Chief Accounting Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Document</u>
10.1	Fifth Amendment to Contract Cash Solutions Agreement, dated December 21, 2016, between Everi Payments Inc. and Wells Fargo Bank, N.A.

FIFTH AMENDMENT TO CONTRACT CASH SOLUTIONS AGREEMENT

THIS FIFTH AMENDMENT TO CONTRACT CASH SOLUTIONS AGREEMENT (this "Amendment"), dated and effective as of December 21, 2016, is made and entered into among EVERI PAYMENTS INC. ("Client"), formerly known as GLOBAL CASH ACCESS INC., ("GCA"), and WELLS FARGO BANK, N.A. ("Wells Fargo").

RECITALS:

- A. Client and Wells Fargo entered into a Contract Cash Solutions Agreement, dated as of November 12, 2010 (as modified or amended from time to time, the "Agreement").
- B. Client has changed its legal name from Global Cash Access, Inc. to Everi Payments Inc. on August 24, 2015 and the parties to the Agreement and this Amendment understand and accept that this Amendment and the Agreement interchangeably refer to Client as either CGA and/or Everi Payments Inc.
- C. Client has requested that Wells Fargo extend the term of the Agreement through June 30, 2019, and subject to and on the terms and conditions of this Amendment, Wells Fargo has agreed to do so.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows, intending to be legally bound:

ARTICLE I

Definitions

Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the meanings assigned to such terms in the Agreement.

ARTICLE II

Amendment

Section 2. Term. Section XI.A of the Agreement is hereby amended and restated in its entirety to read as follows:

- (a) "General. The initial term of this Agreement, which expired on November 30, 2013, was previously extended through November 30, 2014, pursuant to a written amendment to the Agreement, further extended pursuant to a written amendment to the Agreement to November 30, 2015, and again further extended pursuant to a written amendment to the Agreement to June 30, 2018. The Parties hereby agree to further extend the term of the Agreement to June 30th, 2019. In addition, the Agreement shall be renewed for additional one-year periods unless a Party gives at least 90 days' prior written notice of its intent not to renew, provided, however, that each such renewal shall be subject to a written agreement about pricing and such other terms and conditions to be mutually agreed upon among the Parties (the "Stated Termination Date"), unless earlier terminated by a Party as provided in this Agreement (the "Actual Termination Date")."

ARTICLE III

Conditions Precedent

The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

- (a) Client and Wells Fargo shall have executed and delivered this Amendment; and
- (b) Clients shall have provided to Wells Fargo such other and further documents and instruments, if any, as Wells Fargo may reasonably request.

ARTICLE IV

Representations and Warranties; Acknowledgments

Each of the Parties represents and warrants to the other that (i) the execution, delivery and performance of this Amendment has been duly authorized by all requisite action on its part; and (ii) it is in compliance with the terms and conditions contained in the Agreement applicable to it.

ARTICLE V

General Provisions

Section 5.1 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 5.2 Facsimile Signatures. Delivery by fax of an executed counterpart of a signature page to this Amendment shall be effective as delivery of an original executed counterpart of this Amendment.

Section 5.3 Section Headings. The section headings in this Amendment are for purposes of reference only and shall not limit or affect any of the terms hereof.

Section 5.4 Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of Parties hereto and their respective successors and assigns, subject, however, to the requirements of Section **XIII.D.** of the Agreement.

Section 5.5 Governing Law. The Governing Law shall govern this Amendment and the interpretation thereof.

Section 5.6 Entire Agreement: Modification. The Agreement and this Amendment constitute the entire agreement between Wells Fargo and Client relating to the subject matter hereof and may not be changed orally, but only by written instrument signed by both Parties. There are no restrictions, promises, warranties, covenants, or undertakings relating to the subject matter of this Amendment other than those expressly set forth or referred-to herein. Nothing in this Amendment alters or impairs the Agreement except for the amendments specifically provided herein.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed on its behalf by the duly authorized officers as of the date and year first written above.

EVERI PAYMENTS INC.
ASSOCIATION

WELLS FARGO BANK, NATIONAL

By: /s/ Randy L. Taylor

By: /s/ Denette Suddeth

Name: Randy L. Taylor
Title: Chief Financial Officer

Name: Denette Suddeth
Title: Senior Vice President