

GLOBAL CASH ACCESS HOLDINGS, INC.

FORM 8-K (Current report filing)

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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): June 4, 2012

GLOBAL CASH ACCESS 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.)

3525 East Post Road, Suite 120
Las Vegas, Nevada

(Address of Principal Executive Offices)

89120
(Zip Code)

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

(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))

Item 1.01. Entry into a Material Definitive Agreement.

On June 4, 2012, Global Cash Access, Inc. (“GCA”), a wholly-owned subsidiary of Global Cash Access Holdings, Inc., entered into an amendment to the Contract Cash Solutions Agreement, dated as of November 12, 2010, with Wells Fargo Bank, N.A (“Wells Fargo”). The amendment increases the amount of funds that GCA may utilize from \$400 million to \$500 million to supply the currency needed for many of the automated teller machines (“ATMs”) operated by GCA. GCA also may request up to an additional \$50 million in excess of the \$500 million limit, not more than four times in any calendar year, for particular days during which GCA’s cash operating needs are greater than typical, such as New Year’s Eve; provided that Wells Fargo’s obligation to fulfill such request is on a best efforts basis. The amendment also extends the initial term of the agreement through November 30, 2014. The foregoing description is qualified in its entirety to the terms and conditions of the amendment, a copy of which is attached as Exhibit 10.1 hereto.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Document</u>
10.1	Second Amendment to Contract Cash Solutions Agreement

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 thereunto duly authorized.

GLOBAL CASH ACCESS HOLDINGS, INC.

Date: June 7, 2012

By:

/s/ Scott H. Betts

Scott H. Betts, Chief Executive Officer

EXHIBIT INDEX

Exhibit No.	Document
10.1	Second Amendment to Contract Cash Solutions Agreement

SECOND AMENDMENT TO CONTRACT CASH SOLUTIONS AGREEMENT

THIS SECOND AMENDMENT TO CONTRACT CASH SOLUTIONS AGREEMENT (this “Amendment”), dated and effective as of June 4, 2012, is made and entered into among GLOBAL CASH ACCESS, INC. (“GCA” or “Client”) 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 requested that (i) Wells Fargo increase the Maximum Available Amount of Cash for use in the Covered Machines to \$500,000,000.00, and (ii) extend the initial term of the Agreement through November 30, 2014, 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 consideration, the receipt and sufficiency of which is 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

Amendments

Section 2.1. Maximum Available Amount. Section II.C is amended and restated in its entirety to read as follows:

“Maximum Amount of Cash to be Supplied. The aggregate total of Cash to be provided by Wells Fargo under this Agreement shall at no time exceed \$500 Million Dollars including (i) all Cash with Armored Carriers, (ii) all Cash in Covered Machines, and (iii) all payments owed by Servicers, including any amount to be reimbursed by way of credit to the Settlement Account in immediately available funds, net of all adjustments,

chargebacks, representations and other corrections to all transactions under the Servicing Agreements (the “Maximum Available Amount”); provided, however, Wells Fargo acknowledges that Client may require Cash not to exceed \$50 Million Dollars in excess of the Maximum Available Amount (the “Additional Requested Amount”) for a particular calendar day (e.g. New Year’s Eve), on an occasional basis but in no event more than four times in any calendar year, and in such a situation, Client shall use best efforts to notify Wells Fargo with reasonable advance notice of the anticipated calendar day and the anticipated amount of the Additional Requested Amount”) and Wells Fargo shall provide the Maximum Available Amount and shall use best efforts to provide Cash in an amount equal to the Additional Requested Amount.”

Section 2.2. Term. Section XI.A is amended and restated in its entirety to read as follows:

“General. The initial term of this Agreement shall begin on the Effective Date and continue through November 30, 2014 and 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

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 of the Agreement applicable to it.

ARTICLE IV

General Provisions

Section 4.1. 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 4.2. 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 4.3. 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 4.4. 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 4.5. Governing Law. The Governing Law shall govern this Amendment and the interpretation thereof.

Section 4.6. Entire Agreement; Modification. This Amendment constitutes 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 hereto has caused this Amendment to be executed on its behalf by its duly authorized officers, as of the date and year written above.

<p>GLOBAL CASH ACCESS, INC.</p> <p>By: <u>/s/ Scott Betts</u> Name: Scott Betts Title: CEO</p>	<p>WELLS FARGO BANK, N. A.</p> <p>By: <u>/s/ Olga E. Wisnicky</u> Name: Olga E. Wisnicky Title: Vice President</p>
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